

# AWARDS COMMITTEE AGENDA

**DATE:** Thursday, April 8, 2021

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

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

## Public Comment

### Awards:

1. Approval of the minutes from the last meeting (04/01/2021).
2. Request approval to award a contract to Andritz Separation Inc. for the Buckman WRF - Biosolids Dryer Rebuild project in the amount of \$7,615,539.00, subject to the availability of lawfully appropriated funds.
3. 023-21 – Request approval to award a contract to The Kenton Group, Inc. dba Baldwin's Quality Plumbing for construction services for Mandarin Road Loop Connection - Trans - New – WM project in the amount of \$344,762.88, subject to the availability of lawfully appropriated funds.
4. **DEFERRED** - Request approval for a contract amendment to Arthur J. Gallagher Risk Management Services, Inc. for Property and Casualty Insurance Brokerage Services to add administration fees and estimated premiums for Cyber Insurance in the amount of \$2,454,000.00, for a new not-to exceed amount of \$46,153,609.00, subject to the availability of lawfully appropriated funds.
5. Request approval for a contract increase to Sims Crane (\$360,000.00) and Beyel Brothers (\$360,000.00) for crane, rigging and heavy hauling services for JEA in the amount of \$720,000.00, for a new not-to-exceed amount of \$2,883,988.60, subject to the availability of lawfully appropriated funds.
6. Request approval to award payment to JEA for Emergency Rental Assistance Program (ERAP)- Utility Assistance Funds in the amount of \$5,000,000.00, subject to the availability of lawfully appropriated funds.

**Informational Items:** Presentation - Collaborative Construction Delivery Methods by Sean Conner.

**Open Discussion:** N/A

**Public Notice:** N/A

**General Business:** N/A

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

## 04-08-2021 Awards Committee

<u>Award #</u>	<u>Type of Award</u>	<u>Business Unit</u>	<u>Estimated/ Budgeted Amount</u>	<u>Amount</u>	<u>Awardee</u>	<u>Term</u>	<u>Summary</u>
1	Minutes	N/A	N/A	N/A	N/A	N/A	Approval of minutes from the 04/01/2021 meeting.
2	OEM	Vu	\$8,596,359.00	\$7,615,539.00	Andritz Separation Inc.	Project Completion (Expected: September 2022)	<p><b><u>Buckman Water Reclamation Facility (WRF) - Biosolids Dryer Rebuild - Andritz OEM</u></b></p> <p>The existing drum dryer system (DDS70) has been in operations since October 2002. Due to its age, it is currently operating at about 75% of design capacity. JEA is currently implementing a new biosolids management plan, however, this plan will take five years to complete. JEA has concerns over the reliability of the dryer system while the new plan is underway. The Andritz work will be one of several projects needed to keep the biosolids process at Buckman operating reliably. Andritz is the OEM of the dryer system and the only vendor that can provide the replacement parts and service.</p> <p>The current dryer drum may fail at any time. Lead time for the procurement of the replacement drum is 7-10 months. If the current drum fails, or JEA does not replace it, JEA will be forced to haul biosolids sludge from the Buckman WRF at an estimated cost of \$3-4 million per year, based on current hauling costs. The locations that sludge is currently hauled would not be available for this increased output. This would most likely increase the cost to haul sludge if JEA is required to increase hauling services.</p> <p>Request approval to award a contract to Andritz Separation Inc. for the Buckman WRF - Biosolids Dryer Rebuild project in the amount of \$7,615,539.00.</p>
3	Invitation For Bid (6 Bids)	Vu	\$356,981.00	\$344,762.88	The Kenton Group, Inc. dba Baldwin's Quality Plumbing	Project Completion (Expected: November 2021)	<p><b><u>Mandarin Road Loop Connection - Trans - New - WM</u></b></p> <p>The scope of this project includes construction of approximately 1,500 feet of 8-inch water main (WM) along Mandarin Rd. from St. Lawrence Way to Providence Hollow Lane. JEA is extending the service infrastructure to improve hydraulic reliability of the water system in the area.</p> <p>Request approval to award a contract to The Kenton Group, Inc. dba</p>

## 04-08-2021 Awards Committee

							<p>Baldwin's Quality Plumbing for construction services for Mandarin Road Loop Connection - Trans - New – WM project in the amount of \$344,762.88.</p> <p>The award amount is approximately 3.4% lower than the budget estimate. The bid amounts were reviewed by JEA, and the Horizontal Directional Drilling portion of the bid for the trenchless installation is lower compared to the estimate.</p> <p>FY21 - \$310,000.00 FY22 - \$34,762.88</p>
<b>4 - Defer</b>	Defer	Defer	Defer	Defer	Defer	Defer	Defer
<b>5</b>	Contract Increase	Erixton	\$720,000.00	<p>\$360,000.00</p> <p>\$360,000.00</p>	<p>Sims Crane &amp; Equipment</p> <p>Beyel Brothers Inc.</p>	<p>Three (3) Years w/Two (2) – One (1) Yr. Renewal</p>	<p><b><u>Crane, Rigging and Heavy Hauling</u></b></p> <p>Crane, Rigging and Heavy Haul services for various JEA business units to support operations, maintenance and projects.</p> <p>Competitively bid and approved by Awards Committee on 11/15/2018 in the amount of \$1,138,000.00. Two increases were approved in 03/14/2019 (\$829,262.36) and 06/29/2020 (\$196,726.24) to support continued use of the contracts.</p> <p>Request contract increase to support contract funding through the current term of November 2021 and execution of a contract renewal through November 2022 in the amount of \$720,000.00, for a new not-to-exceed amount of \$2,883,988.60.</p>
<b>6</b>	Joint Project	Pressley	\$5,000,000.00	\$5,000,000.00	JEA	<p>Eight and one half months (8.5 months), or until grant funding expires, if later</p>	<p>This award is for a joint project with the City of Jacksonville. The City is the grant recipient of a federal award from the U.S. Department of Treasury in the amount of \$28,920,070.08 for local implementation of the Emergency Rental Assistance Program (the "Program"). The Jacksonville City Council appropriated \$5,000,000.00 of these funds to be used to provide emergency utility assistance to qualified, eligible households in Duval County, Florida in accordance with the grant as more particularly outlined in the attached Agreement.</p>

## 04-08-2021 Awards Committee

							Request approval to award payment to JEA for Emergency Rental Assistance Program (ERAP)- Utility Assistance Funds in the amount of \$5,000,000.00, subject to the availability of lawfully appropriated funds
<b>Total Award</b>				\$13,680,301.88			



**JEA AWARDS COMMITTEE**  
**APRIL 1, 2021 MEETING MINUTES**

The JEA procurement Awards Committee met on April 1, 2021, in person with a WebEx option

WebEx Meeting Number (access code): 160 199 4252

WebEx Password: pxP6CqUSt63

Members in attendance were Jenny McCollum as Chairperson, Stephanie Nealy as Budget Representative, Julie Davis as Office of General Counsel Representative; with Juli Crawford, Stephen Datz, Ricky Erixton, and Hai Vu as voting Committee Members.

Chair McCollum called the meeting to order at 9:59 a.m., introduced the Awards Committee Members, and confirmed that there was a quorum of the Committee membership present.

Public Comments:

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

Awards:

1. Approval of the minutes from the last meeting (03/25/2021). Chair McCollum verbally presented the Committee Members the proposed March 25, 2021 minutes contained in the committee packet.

**MOTION:** Hai Vu made a motion to approve the March 25, 2021 minutes (Award Item 1). The motion was seconded by Stephen Datz and approved unanimously by the Awards Committee (4-0).

The Committee Members reviewed and discussed the following Awards Items 3-6:

2. DEFERRED - Request approval to award a contract to Andritz Separation Inc. for the Buckman WRF - Biosolids Dryer Rebuild project in the amount of \$7,580,539.00, subject to the availability of lawfully appropriated funds.
3. Request approval to award a sole source award to Landis+Gyr Technology, Inc. for the one-time purchase of 4,400 Landis+Gyr Technology, Inc. Series Three Interpreters end point units in the amount of \$352,000.00, subject to the availability of lawfully appropriated funds.

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

4. Request approval for a five (5) year sole source award to Energy Exemplar for software licenses and a PLEXOS Cloud Subscription/Support Agreement in the amount of \$920,000.00, subject to the availability of lawfully appropriated funds.

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

5. Request approval to award a contract increase to WG Yates Construction in the amount of \$4,249,000.00 and to WW Gay Mechanical Contractors in the amount of \$2,286,000.00 for general construction services for JEA, for a new total not-to-exceed amount of \$44,635,000.00, subject to the availability of lawfully approved funds.

**MOTION:** Ricky Erixton made a motion to approve Award Item 5 as amended. The motion was seconded by Stephen Datz and approved unanimously by the Awards Committee (4-0).

6. Request approval to award a contract increase to Sunbelt Rentals Inc. for scaffolding services in the amount of \$3,047,000.00, for a new to exceed amount of \$7,428,190.00, subject to the availability of lawfully approved funds.

**MOTION:** Hai Vu made a motion to approve Award Item 6 as presented in the committee packet. The motion was seconded by Ricky Erixton and approved unanimously by the Awards Committee (4-0).

Informational Item:

JEA's Procurement Code Revision Updates were presented to the Awards Committee.

Ratifications:

No ratifications were presented to the Awards Committee for consideration.

Public Comments:

No additional public comment speaking period was taken.

Adjournment:

Chair McCollum adjourned the meeting at 10:47 a.m.

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



## Formal Bid and Award System

Award #2 April 8, 2021

**Type of Award Request:** OEM

**Requestor Name:** Templeton, Kathleen L.

**Requestor Phone:** (321) 591-0509

**Project Title:** Buckman Water Reclamation Facility (WRF) - Biosolids Dryer Rebuild - Andritz

**Project Number:** 711-53

**Project Location:** JEA

**Funds:** Capital

**Budget Estimate:** \$8,596,359.00

**Scope of Work:**

The scope of work for the dryer rehab is below:

- Procure a DDS70 Replacement Drum
- Perform a Dust Hazard Analysis
- Conduct a dust explosibility test
- Order replacement plant components as follows:
  - RTO overhaul
  - Low Nox Burner
  - Low Nox Furnace
  - NFPA Rotary valves with NFPA upgrade
  - Screen
  - Crusher replacement
  - Bucket elevators with NFPA upgrade
  - Live bottoms for wet bin
  - Pneumatic transporter piping with diverter valves
  - Saturator/condenser rebuild
  - Dryer control systems and panels with new hardware and software
  - Process Air Loop Instrumentation Package with new hardware and software
  - Pellet Cooler
- Demolish and dispose of old components
- Install new components including the installation of drum and items listed above
- Integrate installed hardware and instruments.

**JEA IFB/RFP/State/City/GSA#:** OEM

**Purchasing Agent:** Kruck, Dan

**Is this a Ratification?:** NO

**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
ANDRITZ SEPARATION INC.	Steven Hegarty	Steve.hegartyr@andritz.com	1010 Commercial Blvd. South Arlington, TX 76001	(817) 419-1744	7,615,539.00

**Amount for entire term of Contract/PO:** \$7,615,539.00  
**Award Amount for remainder of this FY:** \$2,200,000.00  
**Length of Contract/PO Term:** Project Completion  
**Begin Date (mm/dd/yyyy):** 04/01/2021  
**End Date (mm/dd/yyyy):** Project Completion (Expected: September 2022)  
**JSEB Requirement:** N/A - OEM

**Background/Recommendations:**

The existing drum dryer system (DDS70) has been in operations since October 2002. Due to its age, it is currently operating at about 75% of design capacity. JEA is currently implementing a new biosolids management plan, however, this plan will take five (5) years to complete. JEA has concerns over the reliability of the dryer system while the new plan is underway. The Andritz work will be one of several projects needed to keep the biosolids process at Buckman operating reliably. Additional work includes addressing safety issues and updating ancillary equipment. Andritz is the OEM of the dryer system and the only vendor that can provide the replacement parts and service.

The current dryer drum may fail at any time. Lead time for the procurement of the replacement drum is 7-10 months. If the current drum fails, or JEA does not replace it, JEA will be forced to haul biosolids sludge from the Buckman WRF at an estimated cost of \$3-4 million per year, based on current hauling costs. The locations that sludge is currently hauled would not be available for this increased output. This would most likely increase the cost to haul sludge if JEA is required to increase hauling services.


The attached quote for the work was evaluated against the timeline and cost of a new dryer system (estimated at \$90 million), and the cost of increasing sludge hauling. Overhauling the current dryer was deemed the best option for JEA until a new system can be designed and built under the new biosolids management plan. The budget estimate was based on a quote from Andritz from last fiscal year.

It should be noted that the award is to not be construed as an approval of the terms and conditions contained in Andritz's quote attached to the Award. The purchase will be subject to JEA's standard terms and conditions except as may be negotiated otherwise by JEA and Andritz.

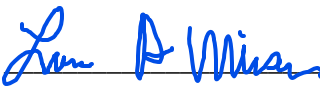
Request approval to award a contract to Andritz Separation Inc. for the Buckman WRF - Biosolids Dryer Rebuild project in the amount of \$7,615,539.00, subject to the availability of lawfully appropriated funds.

**Manager:** Dvoroznak, Michael T. – Mgr W/WW Reuse Treatment Maint Planning & Eng  
**VP:** Vu, Hai X. – VP Water Wastewater Systems

**APPROVALS:**

 \_\_\_\_\_ 04/08/2021

**Chairman, Awards Committee** **Date**

 \_\_\_\_\_ 4/8/21

**Budget Representative** **Date**



## QUOTATION

Customer: 183760

**JEA**

Buckman WRF  
2400 Talleyrand Avenue  
Jacksonville FL 32206-3409

Supplier:

**Andritz Separation Inc.**

Contact:

**Candace Holland**

Phone:

**+18173754444**

Fax:

**+18173756444**

E-mail:

**Candace.Holland@andritz.com**

Contact:

**Dale Wiles**

Phone no:

**+19047597514**

Fax:

Date:

**03/30/2021**

Copy to:

Your inquiry:

**null**

Your inquiry date:

**03/24/2021**

Our quote no:

**20717154.2**

Dear Dale Wiles,

The delivery dates and price in Suppliers quotations dated 3/24/20, although represented as firm, were calculated based on sourcing and manufacturing certain components in areas affected by restrictions resulting from the COVID-19 break out and on information existing prior to the implementation of these restrictions.

Unfortunately, the unforeseen outbreak, spread and consequences of COVID-19, including governmental and other restrictions being put in place to mitigate its spread, will have an impact on the delivery time and price related to the components sourced from such countries. As such, Supplier's quoted delivery times and price will need to be adjusted once Supplier has better information with respect to the full impact of the coronavirus and related restrictions and when normal sourcing, manufacturing, personnel travel and transportation activities in or to the affected areas will resume. Supplier will update Purchaser as soon as more information is available and will submit a revised quotation/proposal with firm delivery dates and price as soon as commercially practicable.

Andritz reserves its right and shall be entitled to adjust its quoted delivery dates and/or price in order to reflect these impacts. Nothing in the quotations, or in any contractual documentation based upon the quotations shall be construed as a waiver of this right.

Additionally, recent price instability in the steel market has cause short term fluctuations although we expect stabilization at a lower market price the pricing herein is based on the February 2021 Allegheny Distributor pricing surcharges for 304 Stainless Steel/ Carbon Steel and will be adjusted at the time of order entry based on Allegheny Distributor pricing and Surcharges at that time.

### 1. Scope of supply

Should you choose to place an order, please provide the following information:

1. Shipping Address for Delivery
2. Billing Address for Invoice
3. Shipping Terms: If a specific carrier is preferred, please list as FCA, Origin Collect with preferred carrier. Otherwise, list as FCA, Origin Prepaid & Add.
4. Reference this quote number.

Freight is excluded estimated as separate line item.



Our quote no: 20717154

**\*\*ANDRITZ HAS A \$250 USD MINIMUM ORDER AMOUNT EFFECTIVE IMMEDIATELY\*\***

Please note currency is in US Dollars  
Andritz Inc Standard Terms & Conditions apply  
Returned goods require pre approval and are subject to restocking and inspection fees.

Item	Product	ID No.	S/W*	Quantity	Unit	Unit Price	Amount
10	DDS70 REPLACEMENT DRUM FOR JEA One (1) unit of standard drum DDS70 without insulation and support for the insulation. Short pipe connection for drum seal according to customer Specification. (Please note that based on our experience it is not recommended to manufacture the pipe to the exact length since in practice it will not fit exactly after reassembly of the drum exit pipe to the filter) Flat Belt; Pulley; Base Frame; Gear Drive Support Beams with bearing guide roller Holding Device for Speed Control seaworthy packing Engineering and documentation package (assembly drawing, load plan, O&M manual in English)	129999900		1	PC	652,888.00	652,888.00
20	FREIGHT DEST- ACTUAL FREIGHT CHARGES WILL BE BILLED	131307636		1	EA	35,000.00	35,000.00
30	NFPA REQUIRED DUST HAZARD ANALYSIS (DHA) For one (1) Andritz DDS 70 system installed at 2221 Buckman St Jacksonville, FL 32206 Includes: Onsite inspections (DHA). Time for research and reports. Travel time All Expenses	129999900		1	PC	16,500.00	16,500.00
40	NFPA REQUIRED DUST EXPLOSIBILITY TEST 20-liter sphere test to determine Kst and Pmax in accordance with ASTM E1226. Dust sample to be send to testing site by	129999900		1	PC	2,985.00	2,985.00



Our quote no: 20717154

Item	Product	ID No.	S/W*	Quantity	Unit	Unit Price	Amount
	customer. We require approximately 2000 grams (4 lbs.) of dust per sample to accomplish this testing. Please include a MSDS for the material, if available. Completion of a written report typically takes three business weeks after receipt of the material to be tested.						
50	PLANT RENOVATION PROJECT MANAGEMENT For Selection Placement and Installation Includes Mark-up /new drawings and structural review and documentation as required. Electrical Engineering and Integration of New Hardware and Instrumentation Includes Documentation Includes programming of PLC's HIM and Control logic changes New equipment/component integration into mechanical systems Include Advance Burner Inerting System This is a firm Price.	129999900		1	PC	155,204.00	155,204.00
60	DUST HAZARD SAFETY EQUIPMENT PACKAGE Of New Hardware and Instrumentation Includes Explosion venting and fire isolation equipment and documentation Includes programming of PLC's HIM and Control logic changes.	129999900		1	PC	506,549.00	506,549.00
70	FIELD ELECTRICAL/MECHANICAL SERVICES Field Service and Supervision Integration of installed hardware and instruments Includes Travel expenses, includes check out of new panels and termination of wiring, wire runs, and operator training. Andritz oversight Included for all Items Includes all mobilization material labor associated with the installation of items	129999900		1	PC	89,200.00	89,200.00



Our quote no: 20717154

Item	Product	ID No.	S/W*	Quantity	Unit	Unit Price	Amount
	quoted herein. **Does not include field wiring, materials wire, conduit hangers etc. or any other electrical or mechanical installation materials.**						
80	PLANT MAJOR REPLACEMENT COMPONENTS See attached list. Includes components for RTO overhaul excluding ceramic media. Each component includes requisite fasteners and seals, gaskets, sealants, anchors.	129999900		1	PC	4,425,213.00	4,425,213.00
90	DEMOLITION AND INSTALLATION Demolition, and disposal of old components and installation of all new items offered herein. This work contracted by Andritz with local sub-supplier.s Andritz oversite Included Items (30) Includes all mobilization material labor associated with the installation of items quote herein wire, conduit, J-boxes, fasteners, hangers etc. Includes Drum and Furnace Demo and Installation.	129999900		1	PC	1,732,000.00	1,732,000.00
<b>Total Amount</b>		USD				USD	7,615,539.00

\* S = Spare Parts, W = Wear Parts

**Technical contact:** Walter Bachlinger / **Phone:** +18174191744 / [walter.bachlinger@andritz.com](mailto:walter.bachlinger@andritz.com)

## Terms and Conditions

- 2. Delivery Time:**  
after receipt of order and any clarifications.
- 3. Terms of delivery:**  
Our terms of delivery are FCA ORIGIN PREPAID & ADD, according to INCOTERMS 2020.





Our quote no: 20717154

- 4. Terms of Payment:**  
**40% with order, 30% with Approval drawings,  
20% at notice of shipment, 10% at time of acceptance. Not to exceed 90 days  
from ship date.**
- 5. Validity of quotation:**  
This quotation is valid to 04/30/2021.

**Other Terms:**

**6. TERMS APPLICABLE**

This quotation or acknowledgement and Seller's sale of Products and /or provision of Services described in Buyer's purchase order issued in whole or in part in response to this quotation or in response to which this acknowledgement is issued are expressly limited to and expressly made conditional on, Buyer's acceptance of the Terms and Conditions of Sale and/or Service listed below, which are the exclusive terms and conditions upon which Andritz Separation Inc. or the applicable Andritz entity supplying the same ("Seller") will accept a purchase order for the sale of new, used and refurbished products, equipment, parts and/or the provision of services ("Products" and "Services"). These Terms and Conditions of Sale and/or Service control, supersede and replace any and all other additional and/or different terms and conditions of Buyer, and Seller hereby objects to and rejects all such terms and conditions of Buyer without further notification, except to the extent Seller expressly agrees to such conditions in writing. Seller's commencement of work under the Purchase Order or Buyer's acceptance of delivery of or payment for any Products or Services covered by this Agreement, in whole or in part, shall be deemed Buyer's agreement to the foregoing. The term "this Agreement" as used herein means this quotation or acknowledgment or Buyer's purchase order, together with any attachment thereto, any documents expressly incorporated by reference (but excluding any Buyer terms and conditions attached thereto or incorporated therein by reference), and these Terms and Conditions of Sale and/or Service.

**7. DELIVERY OR PERFORMANCE**

Delivery or performance dates are good faith estimates and do not mean that "time is of the essence." Buyer's failure to promptly make advance or interim payments, supply technical information, drawings and approvals will result in a commensurate delay in delivery or performance. Installation of any Product shall not be Seller's responsibility unless specifically provided for in this Agreement. Upon and after delivery, risk of loss or damage to the Products shall be Buyer's. Delivery of the Products hereunder will be made on the terms agreed to by the parties as set forth in this Agreement, according to INCOTERMS 2010.

**8. WARRANTY**

- (a) Products Warranty.
  - (i) New Equipment Warranty. In the case of the purchase of new equipment the Seller warrants to Buyer that the new equipment manufactured by it will be delivered free from defects in material and workmanship. This warranty shall commence upon delivery of the new equipment to Buyer and shall expire on the earlier to occur of 12 months from initial operation of the new equipment and 18 months from delivery thereof (the "Warranty Period").
  - (ii) Parts and Used or Reconditioned Machinery or Equipment Warranty. In the case of parts or used or reconditioned machinery or equipment, and unless otherwise indicated, Seller warrants to Buyer that the parts or the used or reconditioned machinery or equipment manufactured by it will be delivered free from defects in material and workmanship. This warranty shall commence upon delivery of the parts or the used or reconditioned machinery or equipment to the buyer and shall expire 6 months from delivery thereof (the "Warranty Period").
  - (iii) If during the Warranty Period Buyer discovers a defect in material or workmanship of a Product and gives Seller written notice thereof within 10 days of such discovery, Seller will, at its option, either deliver to Buyer, on the same terms as the original delivery was made, according to INCOTERMS 2010, a replacement part or repair the defect in place. Any repair or replacement part furnished pursuant to this warranty are warranted against defects in material and workmanship for one period of 12 months from completion of such repair or replacement, with no further extension. Seller will have no warranty obligations for the Products under this Paragraph 3(a): (i) if the Products have not been stored, installed, operated and maintained in accordance with generally approved industry practice and with Seller's specific written instructions; (ii) if the Products are used in connection with any mixture or substance or operating condition other than that for which they were designed; (iii) if Buyer fails to give Seller such written 10 day notice; (iv) if the Products are repaired by someone other than Seller or have been intentionally or accidentally damaged; (v) for corrosion, erosion, ordinary wear and tear or in respect of any parts which by their nature are exposed to severe wear and tear and are considered expendable; or (vi) for expenses incurred for work in connection with the removal of the defective articles and reinstallation following repair or replacement.
  - (b) Services Warranty. Seller warrants to Buyer that the Services performed will be free from defects in workmanship and will conform to any mutually agreed upon specifications. If any failure to meet this warranty appears within 12 months from the date of completion of the Services, on the condition that Seller be promptly notified in writing thereof, Seller as its sole obligation for breach of this warranty will correct the failure by re-performing any defective portion of the Services furnished. Seller does not warrant the accuracy of, or performance results of, any conclusions or recommendations provided, nor that any desired objective will result from the Service provided and Seller shall not be liable for any loss of use or any production losses whatsoever.
  - (c) Seller further warrants to Buyer that at delivery, the Products manufactured by it will be free of any liens or encumbrances. If there are any such liens or encumbrances, Seller will cause them to be discharged promptly after notification from Buyer of their existence.
  - (d) THE EXPRESS WARRANTIES SELLER MAKES IN THIS PARAGRAPH 3 ARE THE ONLY WARRANTIES IT WILL MAKE. THERE ARE NO OTHER WARRANTIES, WHETHER STATUTORY, ORAL, EXPRESS OR IMPLIED. IN PARTICULAR, THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
  - (e) The remedies provided in Paragraphs 3(a), 3(b) and 3(c) are Buyer's exclusive remedy for breach of warranty.
  - (f) With respect to any Product or part thereof not manufactured by Seller, Seller shall pass on to Buyer only those warranties made to Seller by the manufacturer of such Product or part which are capable of being so passed on.

**9. LIMITATION OF LIABILITY**

- Notwithstanding any other provision in this Agreement, the following limitations of liability shall apply:
- (a) In no event, whether based on contract, tort (including negligence), strict liability or otherwise, shall Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies be liable for loss of profits, revenue or business opportunity, loss by reason of shutdown of facilities or inability to operate any facility at full capacity, or cost of obtaining other means for performing the functions performed by the Products, loss of future contracts, claims of customers, cost of money or loss of use of capital, in each case whether or not foreseeable, or for any indirect, special, incidental or consequential damages of any nature resulting from, arising out of or connected with the Products, Services, or this Agreement or from the performance or breach hereof.
  - (b) The aggregate liability of Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies, for all claims of any kind for any loss, damage, or expense resulting from, arising out of or connected with the Products, Services or this Agreement or from the performance or breach hereof, together with the cost of performing make good obligations to pass performance tests, if applicable, shall in no event exceed the contract price.
  - (c) The limitations and exclusions of liability set forth in this Paragraph 4 shall take precedence over any other provision of this Agreement and shall apply whether the claim of liability is based on contract, warranty, tort (including negligence), strict liability, indemnity, or otherwise. The remedies provided in this Agreement are Buyer's exclusive remedies.
  - (d) All liability of Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies, resulting from, arising out of or connected with the Products, Services or this Agreement or from the performance or breach hereof shall terminate on the third anniversary of the date of this Agreement.
  - (e) In no event shall Seller be liable for any loss or damage whatsoever arising from its failure to discover or repair latent defects or defects inherent in the design of goods serviced (unless such discovery or repair is normally discoverable by tests expressly specified in the scope of work under this Agreement) or caused by the use of goods by the Buyer against the advice of Seller. If Seller furnishes Buyer with advice or assistance concerning any products or systems that is not required pursuant to this Agreement, the furnishing of such advice or assistance will not subject Seller to any liability whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise.

**10. CHANGES, DELETIONS AND EXTRA WORK**

Seller will not make changes in the Products unless Buyer and Seller have executed a written Change Order for such change. Buyer, without invalidating this Agreement, may make changes by altering, adding to or deducting from the general scope of



Our quote no: **20717154**

the Services by written Change Order. Any such Change Order will include an appropriate adjustment to the contract price and delivery schedule. If the change impairs Seller's ability to satisfy any of its obligations to Buyer, the Change Order will include appropriate modifications to this Agreement. Seller shall be entitled to a Change Order adjusting the contract price, delivery schedule and/or any affected obligations of Seller if after the date of this Agreement a change in applicable law should require a change in the Products or Services or in the event and to the extent that an act or omission of Buyer, or any error or change in Buyer-provided information, affects the Seller's performance hereunder.

## 11. TAXES

Seller's prices do not include any sales, use, excise or other taxes. In addition to the price specified herein, the amount of any present or future sales, use, excise or other tax applicable to the sale or use of the Products or Services shall be billed to and paid by Buyer unless Buyer provides to Seller a tax-exemption certificate acceptable to the relevant taxing authorities.

## 12. SECURITY INTEREST

Seller shall retain a purchase money security interest and Buyer hereby grants Seller a lien upon and security interest in the Products until all payments hereunder have been made in full. Buyer acknowledges that Seller may file a financing statement or comparable document as required by applicable law and may take all other action it deems reasonably necessary to perfect and maintain such security interest in Seller and to protect Seller's interest in the Products.

## 13. SET OFF

Neither Buyer nor any of its affiliates shall have any right to set off claims against Seller or any of its affiliates for amounts owed under this Agreement or otherwise.

## 14. PATENTS

Unless the Products or any part thereof are designed to Buyer's specifications and provided the Product or any part thereof is not used in any manner other than as specified or approved by Seller in writing, (i) Seller shall defend against claims made in a suit or proceeding brought against Buyer by an unaffiliated third party that any Product infringes a device claim of a United States or Canadian patent issued as of the effective date of this Agreement and limited to the field of the specific Products provided under this Agreement; provided Seller is notified promptly in writing and given the necessary authority, information and assistance for the defense of such claims; (ii) Seller shall satisfy any judgment (after all appeals) for damages entered against Buyer on such claims so long as such damages are not attributable to willful conduct or sanctioned litigation conduct; and (iii) if such judgment enjoins Buyer from using any Product or a part thereof, then Seller will, at its option: (a) obtain for Buyer the right to continue using such Product or part; (b) eliminate the infringement by replacing or modifying all or part of the Products; or (c) take back such Product or part and refund to Buyer all payments on the purchase price that Seller has received for such Product or part. The foregoing states Seller's entire liability for patent infringement by any Product or part thereof.

## 15. SOFTWARE LICENSE, WARRANTY, FEES

The following Software Terms and Conditions apply to any embedded or separately packaged software produced by Seller and furnished by Seller hereunder:

- (a) Seller hereby grants to Buyer a non-exclusive, non-transferable, non-sub-licensable license to the Software, and any modifications made by Seller thereto only in connection with configuration of the Products and operating system for which the Software is ordered hereunder, and for the end-use purpose stated in the related Seller operating documentation. Buyer agrees that neither it nor any third party shall modify, reverse engineer, decompile or reproduce the Software, except Buyer may create a single copy for backup or archival purposes in accordance with the related Seller operating documentation (the "Copy"). Buyer's license to use the Software and the Copy of such Software shall terminate upon any breach of this Agreement by Buyer. All copies of the Software, including the Copy, are the property of Seller, and all copies for which the license is terminated shall be returned to Seller with written confirmation after termination.
- (b) Seller warrants that, on the date of shipment of the Software or the Products containing the Software to Buyer: (1) the Software media contain a true and correct copy of the Software and are free from material defects; (2) Seller has the right to grant the license hereunder; and (3) the Software will function substantially in accordance with the related Seller operating documentation.
- (c) If within 12 months from the date of delivery of the Software or Products containing the Software, Buyer discovers that the Software is not as warranted above and notifies Seller in writing prior to the end of such 12 month period, and if Seller determines that it cannot or will not correct the nonconformity, Buyer's and Buyer's Seller-authorized transferee's exclusive remedies, at Seller's option, are: (1) replacement of the nonconforming Software; or (2) termination of this license and a refund of a pro rata share of the contract price or license fee paid.
- (d) If any infringement claims are made against Buyer arising out of Buyer's use of the Software in a manner specified by Seller, Seller shall: (i) defend against any claim in a suit or proceeding brought by an unaffiliated third party against Buyer that the Software violates a registered copyright or a confidentiality agreement to which Seller was a party, provided that Seller is notified promptly in writing and given the necessary authority, information and assistance for the defense and settlement of such claims (including the sole authority to select counsel and remove the Software or stop accused infringing usage); (ii) Seller shall satisfy a final judgment (after all appeals) for damages entered against Buyer for such claims, so long as such damages are not attributable to willful conduct or sanctioned litigation conduct; and (iii) if such judgment enjoins Buyer from using the Software, Seller may at its option: (a) obtain for Buyer the right to continue using such Software; (b) eliminate the infringement by replacing or modifying the Software; or (c) take back such Software and refund to Buyer all payments on the purchase price that Seller has received. However, Seller's obligations under this Paragraph shall not apply to the extent that the claim or adverse final judgment relates to: (1) Buyer's running of the Software after being notified to discontinue; (2) non-Seller software, products, data or processes; (3) Buyer's alteration of the Software; (4) Buyer's distribution of the Software to, or its use for the benefit of, any third party; or (5) Buyer's acquisition of confidential information (a) through improper means; (b) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (c) from a third party who owed to the party asserting the claim a duty to maintain the secrecy or limit the use of the confidential information. Buyer will reimburse Seller for any costs or damages that result from actions 1 to 5. In Seller's discretion and at Seller's own expense, with regard to any actual or perceived infringement claim related to the Software, Seller may: (i) procure the right to use the Software, (ii) replace the Software with a functional equivalent, and/or (iii) modify the Software. Under (ii) and (iii) above, Buyer shall immediately stop use of the allegedly infringing Software.
- (e) This warranty set forth in subparagraph (c) above shall only apply when: (1) the Software is not modified by anyone other than Seller or its agents authorized in writing; (2) there is no modification in the Products in which the Software is installed by anyone other than Seller or its agents authorized in writing; (3) the Products are in good operating order and installed in a suitable operating environment; (4) the nonconformity is not caused by Buyer or a third party; (5) Buyer promptly notifies Seller in writing, within the period of time set forth in subparagraph (c) above, of the nonconformity; and (6) all fees for the Software due to Seller have been timely paid. SELLER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE SOFTWARE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.
- (f) Buyer and its successors are limited to the remedies specified in this Paragraph.
- (g) Any subsequent modifications or enhancements to the Software made by Seller are, at Seller's option, subject to a fee.

## 16. SITE RISKS

- (a) Concealed Conditions. The parties acknowledge and agree that increased costs or schedule extensions due to any concealed conditions at the job site shall be to Buyer's account. Buyer shall hold Seller harmless for increased costs and grant any necessary schedule extensions if any concealed or hazardous conditions are found.
- (b) Environmental Remediation. Buyer acknowledges that Seller is not an expert in environmental remediation and shall not be directed by change order or otherwise to perform any environmental remediation as part of the Services, including but not limited to asbestos and lead paint removal. If any environmental remediation becomes necessary, Buyer will contract directly with a qualified third party to perform such work.

## 17. TERMINATION

- (a) Buyer may terminate this Agreement upon breach by Seller of a material obligation hereunder and Seller's failure to cure, or to commence a cure of, such breach within a reasonable period of time (but not less than 30 days) following written receipt of notice of the same from Buyer.
- (b) Buyer may only terminate this Agreement for Buyer's convenience upon written notice to Seller and upon payment to Seller of Seller's termination charges, which shall be specified to Buyer and shall take into account among other things expenses (direct and indirect) incurred and commitments already made by Seller and an appropriate profit; provided, that in no event shall Seller's termination charges be less than 25% of the contract price.
- (c) Seller shall have the right to suspend and/or terminate its obligations under this Agreement if payment is not received within 30 days of due date. In the event of the bankruptcy or insolvency of Buyer or in the event of any bankruptcy or insolvency proceeding brought by or against Buyer, Seller shall be entitled to terminate any order outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its cancellation charges.

## 18. CONFIDENTIALITY

Buyer acknowledges that the information that Seller submits to Buyer in connection with this Agreement and the performance hereof includes Seller's confidential and proprietary information, both of a technical and commercial nature. Buyer agrees not to disclose such information to third parties without Seller's prior written consent. Seller grants to Buyer a non-exclusive, royalty-free, perpetual, non-transferable license to use Seller's confidential and proprietary information for the purpose of the installation, operation, maintenance and repair of the Products that are the subject hereof only. Buyer further agrees not to, and not to permit any third party to, analyze, measure the properties of, or otherwise reverse engineer the Products, fabricate the Products or any



Our quote no: **20717154**

parts thereof from Seller's drawings or to use the drawings other than in connection with this Agreement. Buyer will defend and indemnify Seller from any claim, suit or liability based on personal injury (including death) or property damage related to any Product or part thereof which is fabricated by a third party without Seller's prior written consent and from and against related costs, charges and expenses (including attorneys' fees). All copies of Seller's confidential and proprietary information shall remain Seller's property and may be reclaimed by Seller at any time in the event Buyer is in breach of its obligations under this Paragraph.

## 19. END USER

If Buyer is not the end user of the Products sold hereunder (the "End User"), then Buyer will use its best efforts to obtain the End User's written consent to be bound to Seller by the provisions hereof. If Buyer does not obtain such End User's consent, Buyer shall defend and indemnify Seller and Seller's agents, employees, subcontractors and suppliers from any action, liability, cost, loss, or expense for which Seller would not have been liable or from which Seller would have been indemnified if Buyer had obtained such End User's consent.

## 20. FORCE MAJEURE

(a) **Force Majeure Defined.** For the purpose of this Agreement "Force Majeure" will mean all events, whether or not foreseeable, beyond the reasonable control of either party which affect the performance of this Agreement, including, without limitation, acts of God, acts or advisories of governmental or quasi-governmental authorities, laws or regulations, strikes, lockouts or other industrial disturbances, acts of public enemy, wars, insurrections, riots, epidemics, pandemics, outbreaks of infectious disease or other threats to public health, lightning, earthquakes, fires, storms, severe weather, floods, sabotage, delays in transportation, rejection of main forgings and castings, lack of available shipping by land, sea or air, lack of dock lighterage or loading or unloading facilities, inability to obtain labor or materials from usual sources, serious accidents involving the work of suppliers or sub-suppliers, thefts and explosions.

(b) **Suspension of Obligations.** If either Buyer or Seller is unable to carry out its obligations under this Agreement due to Force Majeure, other than the obligation to make payments due hereunder, and the party affected promptly notifies the other of such delay, then all obligations that are affected by Force Majeure will be suspended or reduced for the period of Force Majeure and for such additional time as is required to resume the performance of its obligations, and the delivery schedule will be adjusted to account for the delay.

(c) **Option to Terminate.** If the period of suspension or reduction of operations will extend for more than four (4) consecutive months or periods of suspension or reduction total more than 6 months in any 12 month period, then either Buyer or Seller may terminate this Agreement.

(d) **Strikes On-Site.** Notwithstanding anything herein to the contrary, in the event a strike, lockout, labor, union or other industrial disturbance at Buyer's site affects, delays, disrupts or prevents Seller's performance of this Agreement, Seller shall be entitled to a Change Order containing an appropriate adjustment in the contract price and delivery schedule.

## 21. INDEMNIFICATION AND INSURANCE

(a) **Indemnification.** Seller agrees to defend and indemnify Buyer from and against any third-party claim for bodily injury or damage to tangible property ("Loss") arising in connection with the Products or the Services provided by Seller hereunder, but only to the extent such Loss has been caused by the negligence, willful misconduct or other legal fault ("Fault") of Seller. Buyer shall promptly tender the defense of any such third-party claim to Seller. Seller shall be entitled to control the defense and resolution of such claim, provided that Buyer shall be entitled to be represented in the matter by counsel of its choosing at Buyer's sole expense. Where such Loss results from the Fault of both Seller and Buyer or a third party, then Seller's defense and indemnity obligation shall be limited to the proportion of the Loss that Seller's Fault bears to the total Fault.

(b) **Insurance.** Seller shall maintain commercial general liability insurance with limits of \$2,000,000 per occurrence and in the aggregate covering claims for bodily injury (including death) and physical property damage arising out of the Products or Services. Seller shall also provide workers' compensation insurance or the like as required by the laws of the jurisdiction where the Services will be performed, and owned and non-owned auto liability insurance with limits of \$1,000,000 combined single limit. Seller will provide a Certificate of Insurance certifying the existence of such coverages upon request.

## 22. GENERAL

(a) Seller represents that any Products or parts thereof manufactured by Seller will be produced in compliance with all applicable federal, state and local laws applicable to their manufacture and in accordance with Seller's engineering standards. Seller shall not be liable for failure of the Products to comply with any other specifications, standards, laws or regulations.

(b) This Agreement shall inure only to the benefit of Buyer and Seller and their respective successors and assigns. Any assignment of this Agreement or any of the rights or obligations hereunder, by either party without the written consent of the other party shall be void.

(c) This Agreement contains the entire and only agreement between the parties with respect to the subject matter hereof and supersedes all prior oral and written understandings between Buyer and Seller concerning the Products, Services and any prior course of dealings or usage of the trade not expressly incorporated herein.

(d) This Agreement may be modified, supplemented or amended only by a writing signed by an authorized representative of Seller. Seller's waiver of any breach by Buyer of any terms of this Agreement must also be in writing and any waiver by Seller or failure by Seller to enforce any of the terms and conditions of this Agreement at any time, shall not affect, limit or waive Seller's right thereafter to enforce and compel strict compliance with every term and condition hereof.

(e) All terms of this Agreement which by their nature should apply after the cancellation, completion or termination of this Agreement shall survive and remain fully enforceable after any cancellation, completion or termination hereof.

(f) (i) If Seller's office is located in the United States, this Agreement and the performance hereof will be governed by and construed according to the laws of the State of Georgia. (ii) If Seller's office is located in Canada, this Agreement and the performance hereof will be governed by and construed according to the laws of the Province of New Brunswick.

(g) (i) In the circumstances of f(i) above, any controversy or claim arising out of or relating to this Agreement, or to the breach hereof, or to the Products or the Services provided pursuant hereto, shall be definitively settled by arbitration, to the exclusion of courts of law, administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules in force at the time this Agreement is signed and to which the parties declare they will adhere (the "AAA Rules"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the party against whom enforcement is sought or having jurisdiction over any of such party's assets. The arbitration shall be conducted in Atlanta, Georgia by a panel of three members, one of whom will be appointed by each of Buyer and Seller and the third of whom will be the chairman of the panel and will be appointed by mutual agreement of the two party appointed arbitrators. All arbitrators must be persons who are not employees, agents, or former employees or agents of either party. In the event of failure of the two party appointed arbitrators to agree within 45 days after submission of the dispute to arbitration upon the appointment of the third arbitrator, the third arbitrator will be appointed by the AAA in accordance with the AAA Rules. In the event that either of Buyer or Seller fails to appoint an arbitrator within 30 days after submission of the dispute to arbitration, such arbitrator, as well as the third arbitrator, will be appointed by the AAA in accordance with the AAA Rules. (ii) In the circumstances of f(ii) above, any controversy or claim arising out of or relating to this Agreement, or to the breach hereof, or to the Products or the Services provided pursuant hereto, shall be definitively settled under the auspices of the Canadian Commercial Arbitration Centre ("CCAC"), by means of arbitration and to the exclusion of courts of law, in accordance with its General Commercial Arbitration Rules in force at the time the Agreement is signed and to which the parties declare they will adhere (the "CCAC Rules"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the party against whom enforcement is sought or having jurisdiction over any of such party's assets. The arbitration shall be conducted in Saint John, New Brunswick by a panel of three arbitrators, one of whom will be appointed by each of Buyer and Seller and the third of whom will be the chairman of the arbitral tribunal and will be appointed by mutual agreement of the two party-appointed arbitrators. All arbitrators must be persons who are not employees, agents, or former employees or agents of either party. In the event of failure of the two party-appointed arbitrators to agree within 45 days after submission of the dispute to arbitration upon the appointment of the third arbitrator, the third arbitrator will be appointed by the CCAC in accordance with the CCAC Rules. In the event that either of Buyer or Seller fails to appoint an arbitrator within 30 days after submission of the dispute to arbitration, such arbitrator, as well as the third arbitrator, will be appointed by the CCAC in accordance with the CCAC Rules.

(h) In the event this Agreement pertains to the sale of any goods outside the United States or Canada, the parties agree that the United Nations Convention for the International Sale of Goods shall not apply to this Agreement.

(i) The parties hereto have required that this Agreement be drawn up in English. Les parties aux présentes ont exigé que la présente convention soit rédigée en anglais.

Please do not hesitate to contact us if you require further information.

Yours sincerely

**Andritz Separation Inc.**

This document is issued electronically and valid without signature.



Our quote no: **20717154**

***Certification of Standard, Proprietary or  
Original Equipment Manufacturer Item  
For Purchase Requisition No. \_\_\_\_\_***

**3-112 Procurement of Standard, Proprietary and Original Equipment  
Manufacturer Items.**

A contract may be awarded for Supplies or Services with limited or no competition when the Supplies or Services:

- (a) have been selected as a JEA standard in the course of a standards program or through the action of a standards committee (standard); or
- (b) must be a certain type, brand, make or manufacture (proprietary); or
- (c) must be obtained from the original equipment manufacturer , manufacturer's representative or a distributor authorized by the original equipment manufacturer because of the criticality of the item or compatibility within the JEA system (original equipment manufacturer).

**Category**

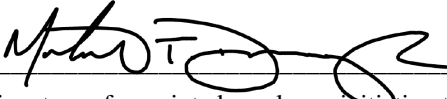
The procurement item is (check the appropriate description):

\_\_\_\_\_ Standard      \_\_\_\_\_ Proprietary       X  Original Equipment Manufacturer

**Certification**

I the undersigned certify that the specific supplies, services or construction described in the above referenced purchase requisition are the only such supplies, services or construction that will fulfill the intended need for the following reasons:

The existing drum dryer system (DDS70) has been in operations since October 2002. Due to age, the DDS70 is currently operating at about 75% of design capacity. JEA has concerns over the reliability of the dryer system while it takes five years for the new biosolids management plan to be implemented. Andritz work will be one of several projects needed to keep the biosolids process at Buckman operating reliably. Additional work includes addressing safety issues and updating ancillary equipment. Andritz is the OEM of this equipment and must be used to supply the replacement parts necessary to repair the dryers.

  
\_\_\_\_\_  
Signature of appointed employee initiating the purchase request

3/25/2021  
\_\_\_\_\_  
Date

---

***This Certification shall be attached the purchase requisition when routed for approval.  
Approval of the purchase requisition shall constitute affirmation of this Certification.***

---



## Formal Bid and Award System

Award #3 April 8, 2021

**Type of Award Request:** Invitation for Bid (IFB)  
**Request #:** 76  
**Requestor Name:** Betancur, Maria A.  
**Requestor Phone:** (904) 665-7215  
**Project Title:** Mandarin Road Loop Connection - Trans - New - WM  
**Project Number:** 8005558  
**Project Location:** JEA  
**Funds:** Capital  
**Budget Estimate:** \$356,981.00  
**Scope of Work:**

The scope of this project includes construction of approximately 1,500 feet of 8-inch water main (WM) along Mandarin Rd. from St. Lawrence Way to Providence Hollow Lane. JEA is extending the service infrastructure to improve hydraulic reliability of the water system in the area.

**JEA IFB/RFP/State/City/GSA#:** 023-21  
**Purchasing Agent:** King, David  
**Is this a Ratification?:** NO

### RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
THE KENTON GROUP, INC. DBA BALDWIN'S QUALITY PLUMBING	Terence McKenzie	rhonda@baldwin plumbing.com	9556 Historic Kings Rd. South, Suite 312, Jacksonville, FL 32257	(904) 805-0660	\$344,762.88

**Amount for entire term of Contract/PO:** \$344,762.88  
**Award Amount for remainder of this FY:** \$310,000.00  
**Length of Contract/PO Term:** Project Completion  
**Begin Date (mm/dd/yyyy):** 06/17/2021  
**End Date (mm/dd/yyyy):** Project Completion (Expected: November 2021)  
**JSEB Requirement:** Five Percent (5%) Goal  
**Comments on JSEB Requirements:**  
 The Kenton Group is a JSEB firm.

**BIDDERS:**

Name	Amount
THE KENTON GROUP, INC. DBA BALDWIN'S QUALITY PLUMBING	\$344,762.88
TB LANDMARK CONSTRUCTION, INC	\$392,319.95
DB CIVIL CONSTRUCTION, LLC	\$420,911.73
JAX UNDERGROUND UTILITIES, INC.	\$484,498.04
T G UTILITY COMPANY, INC..	\$495,787.00
J.D. HINSON COMPANY	\$745,787.00

**Background/Recommendations:**

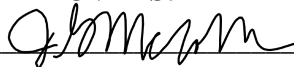
Advertised on 02/09/2021. Eight (8) prime contractors attended the mandatory pre-bid meeting held on 02/17/2021. At Bid opening on 03/23/2021, JEA received six (6) Bids. The Kenton Group, Inc. dba Baldwin's Quality Plumbing is the lowest responsive and responsible Bidder. A copy of the Bid Form and Workbook are attached as backup.

The award amount of \$344,762.88 is approximately 3.4% lower than the budget estimate. The bid amounts were reviewed by JEA, and the Horizontal Directional Drilling portion of the bid for the trenchless installation is lower compared to the estimate, and deemed reasonable.

023-21 – Request approval to award a contract to The Kenton Group, Inc. dba Baldwin's Quality Plumbing for construction services for Mandarin Road Loop Connection - Trans - New – WM project in the amount of \$344,762.88, subject to the availability of lawfully appropriated funds.

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

**APPROVALS:**

 \_\_\_\_\_ 04/08/2021

**Chairman, Awards Committee** **Date**

 \_\_\_\_\_ 4/8/21

**Budget Representative** **Date**



Appendix B - Bid Form  
023-21 Mandarin Road Loop Water Main Connection

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

Company Name: The Kenton Group, Inc.

Company's Address: . 9556 Historic Kings Road S. #312 Jacksonville, FL 32257

License Number: CUC 1225272

Phone Number: 904-805-0660 FAX No: none Email Address: rhonda@baldwinsplumbing.com

**BID SECURITY REQUIREMENTS**

- None required
- Certified Check or Bond (Five Percent (5%))

**TERM OF CONTRACT**

- One Time Purchase
- Annual Requirements
- Other, Specify - Project Completion

**SAMPLE REQUIREMENTS**

- None required
- Samples required prior to Bid Opening
- Samples may be required subsequent to Bid Opening

**SECTION 255.05, FLORIDA STATUTES CONTRACT BOND**

- None required
- Bond required 100% of Bid Award

**QUANTITIES**

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

**INSURANCE REQUIREMENTS**

**Insurance required**

**PAYMENT DISCOUNTS**

- 1% 20, net 30
- 2% 10, net 30
- Other \_\_\_\_\_
- None Offered

ENTER YOUR BID FOR SOLICITATION 023-21	TOTAL BID PRICE
<b>Total Bid Price for the Project</b> (enter total from cell G53 in the Bid Workbook)	<b>\$ 344,762.88</b>

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

**BIDDER CERTIFICATION**

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

We have received addenda

  1   through   1  

  
 \_\_\_\_\_  
 Handwritten Signature of Authorized Officer of Company or Agent

03/23/2021

Date

Terence McKenzie  
 Printed Name and Title



**023-21 Appendix B - Bid Workbook**  
**Mandarin Road Loop Water Main Connection**  
(Only complete the Prices in Yellow Cells)

\*Unless otherwise noted, this column refers to paragraphs /sections found in the latest edition of the JEA's Water and Wastewater Standards Manual.

This document can be found on www.jea.com.

\*\*Reference found in this solicitation.

\*\*\*Refer to 023-21 Appendix A - Technical Specifications.

Item No.	M&P Spec Num.	Est. Qty.	Unit	Description	Unit Price	Total Price
				<b>Trenchless installation</b>		
1	801.XVII.1	1367	LF	8" FPVC (DR18) Water Main by HDD	\$80.00	\$109,360.00
				<b>Water Mains</b>		
2	801.XIII.1	247	LF	8" PVC (DR18) Water Main by Open Cut	\$47.00	\$11,609.00
3	801.XIII.6	11	EA	8" Restraints	\$190.00	\$2,090.00
4	801.XIII.1	48	LF	6" PVC (DR18) Water Main by Open Cut	\$20.00	\$960.00
5	801.XIII.6		EA	6" Restraints	\$175.00	\$0.00
6	801.XVIII.4	2	EA	8" Restrained MJ DI Sleeve	\$190.00	\$380.00
7	801.XIII.2	3	EA	8" Restrained MJ DI 90° Bends	\$520.00	\$1,560.00
8	801.XIII.3	1	EA	6" Restrained MJ DI 90° Bends	\$505.00	\$505.00
9	801.XIII.4	10	EA	8" Restrained MJ DI 11.25° Bends	\$500.00	\$5,000.00
10	801.XIII.2	2	EA	8"x8" Restrained MJ DI Tee	\$670.00	\$1,340.00
11	801.XIII.3	3	EA	8"x6" Restrained MJ DI Tee	\$620.00	\$1,860.00
12	801.XIII 2, XIV.4	1	EA	8"x6" Tapping Sleeve and 6" Valve with Box and Cover (with Polyethylene Wrap)	\$4,400.00	\$4,400.00
13	801.XIII	2	EA	8" MJ DI Plug with Dead-End Using Mechanical Restraints	\$370.00	\$740.00
14	801.XIV.3, 4	6	EA	8" MJ Gate Valve with Box and Cover	\$2,700.00	\$16,200.00
15	801.XIV.3, 5	3	EA	6" MJ Gate Valve with Box and Cover	\$2,300.00	\$6,900.00
16	801.XIV.1	4	EA	Fire Hydrant Assembly	\$5,500.00	\$22,000.00
17	801.XIII.4	130	LF	Polyethylene Wrap for Fittings, Valves and Bell Restraints	\$275.00	\$35,750.00
18	801.XIV.9	8	EA	Below Ground Flushing/Manual Air Release Valve/Sample Tap Assembly Location	\$1,400.00	\$11,200.00
19	801.XIII.12	8	EA	Sample test tap	\$310.00	\$2,480.00
20	801.XIII	1	EA	Connection to Existing 8" Water Main at St. Lawrence Way (Remove Bend and Flush Hydrant)	\$6,500.00	\$6,500.00
21	801.XIII	2	EA	Connection to Existing 8" Water Main at Providence Hollow Lane (Remove Plug/Cap)	\$6,300.00	\$12,600.00
				<b>Restoration</b>		
22	801.IX.5, 6	512	SY	Mill and Resurface Asphalt Pavement and Restore all Pavement Markings (COJ Case IX Standards)	\$38.00	\$19,456.00
23	801.IX.1, X.2,5	48	SY	Remove Asphalt Roadway (COJ Standards)	\$11.00	\$528.00
24	801.IX.1, X.2,5	36	SY	Restore Asphalt Roadway (COJ Case IX Standards)	\$108.00	\$3,888.00
25	801.IX.1, X.2,5	12	SY	Restore Asphalt Roadway (COJ Case X Standards)	\$108.00	\$1,296.00
26	801.IX.1, X.2,5	56	SY	Remove Gravel Driveway	\$11.00	\$616.00
27	801.IX.1, X.2,6	56	SY	Restore Gravel Driveway	\$16.00	\$896.00
28	801.X.1, 4	50	SY	Remove Concrete Sidewalk (COJ Standards)	\$11.00	\$550.00
29	801.X.1, 4	50	SY	Restore Concrete Sidewalk (COJ Standards)	\$75.00	\$3,750.00
30	801.IX.1, X.2,5	11	SY	Remove Concrete Driveway (COJ Standards) (Contingency for 1660 Mandarin Manor Rd Water Service)	\$11.00	\$121.00
31	801.IX.1, X.2,5	11	SY	Restore Concrete Driveway (COJ Standards) (Contingency for 1660 Mandarin Manor Rd Water Service)	\$75.00	\$825.00
32	801.VII***10	684	SY	Sod (Based on Pipe Open Cut Lengths and HDD Work Areas Only)	\$7.00	\$4,788.00
				<b>Others</b>		
33	801.XIII.8	1	EA	Single 1" Short Side Water Service (Contingency for 13738 Mandarin Rd)	\$1,200.00	\$1,200.00
34	801.XIII.8	1	EA	Single 1" Short Side Water Service (Contingency for 13752 Mandarin Rd)	\$1,200.00	\$1,200.00
35	801.XIII.8	1	EA	Double 1" Short Side Water Service with 2" Tap and Poly Tubing (Contingency for 13762 Mandarin Rd)	\$2,500.00	\$2,500.00
36	801.XIII.8	1	EA	Single 1" Long Side Water Service (Contingency for 1660 Mandarin Manor Rd)	\$2,200.00	\$2,200.00
37	***	1	LS	Testing Allowance	\$7,000.00	\$7,000.00
38	***	1	LS	Law Enforcement Allowance	\$5,000.00	\$5,000.00
39	***	1	LS	JEA Supplemental Work Allowance	\$16,000.00	\$16,000.00

**SUBTOTAL**

**\$325,248.00**

1 LS

**GENERAL/SPECIAL CONDITIONS (MAX. 10% OF SUBTOTAL)**

**6.0% \$19,514.88**

**TOTAL Bid Price (Subtotal plus General Conditions & Special Conditions, inclusive transfer total to Page 1 Appendix B - Bid Form)**

**\$344,762.88**

\*\*\* JEA Water and Wastewater Standards or Technical Specifications Reference



## Formal Bid and Award System

Award #5      April 8, 2021

**Type of Award Request:**      CONTRACT INCREASE  
**Request #:**                      6557  
**Requestor Name:**              Lovgren, Rodney D.  
**Requestor Phone:**              (904) 665-6631  
**Project Title:**                   Crane, Rigging and Heavy Hauling  
**Project Number:**                Various  
**Project Location:**                JEA  
**Funds:**                            O&M & Capital (see back-up)  
**Budget Estimate:**                \$720,000.00

**Scope of Work:**

The purpose of this solicitation is to provide contract services for crane rental and heavy hauling services. The Primary users of these services are the Transmission Group, Substations Distribution Group, Water and Sewer Department and the various JEA Generating Plants. This contract can also be used by any other group or department within JEA. JEA currently spends approximately \$260,000.00 per year on Time and Materials (T&M) for crane and rigging services. Two contracts are to be awarded on a 70/30 split.

**JEA IFB/RFP/State/City/GSA#:**                      113-18  
**Purchasing Agent:**                                      Lovgren, Rodney Dennis  
**Is this a ratification?:**                                      NO

**RECOMMENDED AWARDEE:**

Name	Contact Name	Email	Original Award	Contract Increase Total	Contract Increase	New NTE
SIMS CRANE AND EQUIPMENT CO.	Tanya Scott	tanya.scott@sims Crane.com	\$803,600.00	\$718,892.02	\$360,000.00	\$1,882,492.02
BEYEL BROTHERS INC.	Kevin McElveen	kevin.mcelveen@beyel.com	\$334,400.00	\$307,096.58	\$360,000.00	\$1,001,496.58

**Amount of Original Award:**      \$1,148,000.00 (10K mismatch - \$1,138,000.00 – corrected )  
**Date of Original Award:**              11/08/2018  
**Change Order Amount:**              \$720,000.00

**List of Previous Change Order Amendments:**

Change Order #	Amount	Date
Contract Increase	\$829,262.36	03/14/2019
10% Increase	\$196,726.24	06/29/2020

**New Not-To-Exceed Amount:**      \$2,883,988.60

**Length of Contract/PO Term:** Three (3) Years w/ Two (2) - 1 Yr. Renewals  
**Begin Date (mm/dd/yyyy):** 11/15/2018  
**End Date (mm/dd/yyyy):** 11/14/2022  
**Renewal Options:** Yes - One (1) – 1Yr. Renewal Remaining  
**JSEB Requirement:** NA – Optional

**Background/Recommendations:**

Competitively bid and approved by Awards Committee on 11/15/2018. The original award and renewal are attached as back-up. The original award was to Sims Crane on 70% and Beyel Brothers 30% split.

Two increases were approved in 03/14/2019 (\$829,262.36) and 06/29/2020 (\$196,726.24) to support continued use of the contracts.

This request is to add funds for O&M and Capital projects in the amount of \$720,000.00, to allow the contract to run through term, and initially fund the execution of the first renewal. The original award amount was based on historical usage and budget estimates available at the time of award. Contract prices have CPI adjustments allowable at contract anniversary upon request by the supplier.

It should be noted, that term based services contracts are typically not funded for the latter years of the contract. Should additional work develop during the contract term, or should JEA elect to renew the contracts, additional funding may be required. Additional increases will be processed through the Awards Committee as necessary.

Request approval for a contract increase to Sims Crane (\$360,000.00) and Beyel Brothers (\$360,000.00) for crane, rigging and heavy hauling services for JEA in the amount of \$720,000.00, for a new not-to-exceed amount of \$2,883,988.60, subject to the availability of lawfully appropriated funds.

**Director:** Pruitt, Chris – Sr. Manager Generation Support  
**Sr. Director** Kipp, James. – Sr. Dir. Generation  
**VP:** Erixton, Ricky - VP Electric Systems

**APPROVALS:**

 04/08/2021

**Chairman, Awards Committee** **Date**

 4/8/21

**Budget Representative** **Date**

<b>AWARD STEP</b>	<b>Sims Crane 178506</b>	<b>Sims Blanket 180420</b>	<b>Beyel Bros 178508</b>	<b>NTE Amount with 10% increases</b>	
<b>Original Award</b>	\$ 803,600.00		\$ 334,400.00	\$ 1,138,000.00	<b>10K error</b>
<b>Change Order 1</b>	\$ 580,483.65		\$ 248,778.71	\$ 829,262.36	
<b>New NTE</b>	\$ 1,384,083.65		\$ 583,178.71	\$ 1,967,262.36	<b>10k error</b>
<b>10% increase</b>	\$ 138,408.37		\$ 58,317.87	\$ 196,726.24	
<b>New NTE</b>	\$ 1,522,492.02		\$ 641,496.58	\$ 2,163,988.60	
<b>Moved to BPA</b>	\$ (200,000.00)	\$ 200,000.00	\$ -		
<b>NTE on BPA, CPA</b>	\$ 1,322,492.02	\$ 200,000.00	\$ 641,496.58	\$ 2,163,988.60	
<b>Current Amount Spent / on PO / Release</b>	\$ 1,071,305.74	\$ 169,173.31	\$ 630,862.06	\$ 1,871,341.11	
<b>Balance Available to be Spent through End 2021</b>	\$ 251,186.28	\$ 30,826.69	\$ 10,634.52	\$ 292,647.49	

<b>Current NTE</b>	\$ 1,522,492.02		\$ 641,496.58	\$ 2,163,988.60
<b>Contract Increase</b>	\$ 360,000.00		\$ 360,000.00	\$ 720,000.00
<b>New NTE 4/8/21</b>	\$ 1,882,492.02		\$ 1,001,496.58	\$ 2,883,988.60

# Budget Estimate

PN or O&M Accountn	Expense type / Budget line if O&M	FY 21 Amount	FY22 Amount	FY23 – Sep – Dec. 2022
30300	2006	\$ 50,000.00	\$ 50,000.00	\$ 15,000.00
30402	2006	\$ 50,000.00	\$ 50,000.00	\$ 15,000.00
30403	2006	\$ 50,000.00	\$ 50,000.00	\$ 15,000.00
8006673		\$ -	\$ 300,000.00	\$ 75,000.00
<b>Total</b>	<b>\$ 720,000.00</b>	<b>\$ 150,000.00</b>	<b>\$ 450,000.00</b>	<b>\$ 120,000.00</b>

Sims (50%)	\$ 360,000.00
Beyel (50%)	\$ 360,000.00



## Formal Bid and Award System

CPA 178506

Award #9    March 14, 2019

**Type of Award Request:**      CONTRACT INCREASE  
**Request #:**                              6557  
**Requestor Name:**                      Lovgren, Rodney D.  
**Requestor Phone:**                      (904) 665-6631  
**Project Title:**                              Crane, Rigging and Heavy Hauling  
**Project Number:**                          Various  
**Project Location:**                        JEA  
**Funds:**                                      ~~O&M~~ & Capital (see back-up)  
**Budget Estimate:**                        See attached

**Scope of Work:**

The purpose of this solicitation is to provide contract services for crane rental and heavy hauling services. The Primary users of these services are the Transmission Group, Substations Distribution Group, Water and Sewer Department and the various JEA Generating Plants. This contract can also be used by any other Group or Department within JEA. JEA currently spends approximately \$260,000.00 per year on Time and Materials (T&M) for crane and rigging services. Two contracts are to be awarded on a 70/30 split.

Continuing to use this contract through term will positively impact JEA's measures of value:

- Customer and Community Value: Outsourced service contracts support operational reliability and grid stability.
- Environmental Value: using contractors to perform intermittent services, allows JEA to not expend dollars on equipment, maintenance and operations, which limits JEA's impact in environment.
- Financial Value: Outsourced service contracts allows JEA to focus on core competencies and spend financial resource in areas that create greater value.

**JEA IFB/RFP/State/City/GSA#:**                              113-18  
**Purchasing Agent:**    Lovgren, Rodney Dennis  
**Is this a ratification?:**    NO

**RECOMMENDED AWARDEE:**

Name	Contact Name	Email	Address	Phone	Amount
SIMS CRANE AND EQUIPMENT CO.	Tanya Scott	tanya.scott@sims Crane.com	1219 Highway 301 N. Tampa FL 33619	(904)448-9275	\$580,483.65
BEYEL BROTHERS INC.	Kevin McElveen	kevin.mcelveen@beyel.com	550 Cidco Road, Cocoa, FL 32926	(904)654-9696	\$248,778.71

CPA  
178506



<b>Amount of Original Award:</b>	\$1,148,000.00
<b>Date of Original Award:</b>	11/08/2018
<b>Change Order Amount:</b>	\$829,262.36
<b>New Not-To-Exceed Amount:</b>	\$1,977,262.36
<b>Length of Contract/PO Term:</b>	Three (3) Years w/ Two (2) - 1 Yr. Renewals
<b>Begin Date (mm/dd/yyyy):</b>	11/15/2018
<b>End Date (mm/dd/yyyy):</b>	11/14/2021
<b>Renewal Options:</b>	Yes - Two (2) - 1Yr. Renewals
<b>JSEB Requirement:</b>	NA - Optional

**Background/Recommendations:**

Competitively bid and approved by Awards Committee on 11/15/2018. The original award and renewal are attached as back-up.

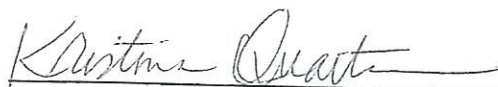
This request is to add funds for capital projects in the amount of \$829,262.36, to allow the contract to run through expiration. The original award amount was based on historical usage and budget estimates. As the Brandy Branch outage project released and quotes were solicited through the awarded companies, JEA noted a change order would be required. Procurement elected to wait to process the change order until a better estimate of contract increase required was determined. The original Bid Form is attached as backup and pricing remains the same. The additional funds are in line with the original award where the primary contractor, Sims Crane and Equipment Co. continues to hold 70% of the award. Should additional capital projects be approved in the coming years, funds will need to be added to the contract.

Request approval for a contract increase to Sims Crane (\$580,483.65) and Beyel Brothers (\$248,778.71) for crane, rigging and heavy hauling services for JEA in the amount of \$829,262.36, for a new not-to-exceed amount of \$1,977,262.36, subject to the availability of lawfully appropriated funds.

**Director:** Pineda, Joseph R. - Dir Electric Production Eng & Outage Svcs  
**VP:** Anders, Caren B. - VP/GM Electric Systems

**APPROVALS:**

 3/14/19  
 \_\_\_\_\_  
**Chairman, Awards Committee** **Date**

 3/14/19  
 \_\_\_\_\_  
**Manager, Operating Budgets** **Date**



**Formal Bid and Award System**

CPA 178506

Award #6 November 8, 2018

**Type of Award Request:** INVITATION TO NEGOTIATE (ITN)  
**Request #:** 6246  
**Requestor Name:** Lovgren, Rodney D.  
**Requestor Phone:** (904) 665-6631  
**Project Title:** Crane, Rigging and Heavy Hauling  
**Project Number:** Various  
**Project Location:** JEA, Buckman WRF  
**Funds:** O&M & Capital (see back up)  
**Award Estimate:** \$780,000.00 N/A  
**Scope of Work:**

The purpose of this solicitation is to provide contract services for crane rental and heavy hauling services. The Primary users of these services are the Transmission Group, Substations Distribution Group, Water and Sewer Department and the various JEA Generating Plants. This contract can also be used by any other Group or Department within JEA. JEA currently spends approximately \$260,000.00 per year on Time and Materials (T&M) for crane and rigging services. Two contracts are to be awarded on a 70/30 split.

**JEA IFB/RFP/State/City/GSA#:** 113-18  
**Purchasing Agent:** Lovgren, Rodney  
**Is this a Ratification?:** NO

**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
SIMS CRANE AND EQUIPMENT CO.	Tanya Scott	tanya.scott@sims Crane.com	1219 Highway 301 N. Tampa FL 33619	(904)448-9275	\$803,600.00
BEYEL BROTHERS INC.	Kevin McElveen	kevin.mcelveen@beyel.com	550 Cidco Road, Cocoa, FL 32926	(904)654-9696	\$334,400.00

CPA 178506

**Amount for entire term of Contract/PO:** \$1,148,000.00  
**Award Amount for remainder of this FY:** \$832,666.67  
**Length of Contract/PO Term:** Three Years w/ Two (2) – 1Yr. Renewals  
**Begin Date (mm/dd/yyyy):** 11/15/2018  
**End Date (mm/dd/yyyy):** 11/14/2021  
**Renewal Options:** Yes - Two (2) – 1Yr. Renewals  
**JSEB Requirement:** N/A - Optional



**BIDDERS:**

Name	First Round	BAFO	Rank	Score (Price)	Score (Safety & Work Approach)	Total Score
SIMS CRANE & EQUIPMENT	\$665,865.95	\$656,126.22	1	100	21	121
BEYEL BROS INC.	\$741,122.76	\$713,722.50	2	91.8	18.5	110.3
CRANE & RIGGING OF JACKSONVILLE	\$767,061.50	\$767,061.50	3	85.5	23	108.5

**Background/Recommendations:**

Advertised on 07/30/2018. Nine (9) companies attended the mandatory pre-response meeting held on 07/27/2018. At Response opening on 08/14/2018, JEA received three (3) Responses. All three (3) companies were short-listed and invited to provide safety & work approach presentations. All three (3) companies were invited to submit Best and Final Offers (BAFO). JEA evaluated the companies on price (100 points) and safety and work approach (25 points). Sims Crane & Equipment and Beyel Bros Inc. were deemed to be the lowest responsive and responsible Respondents. A copy of the Response Form and Workbook are attached as backup.

The award estimate was based on historical spend at \$21,682.89/month over a three year period, for a total of \$780,000.00. The work in the past was performed off the rental resources contract, which was established to help identify historical spend across the company. The award amount of \$1,148,000.00 is based on the projected budget estimates from wastewater, power generation and transmission & distribution business units at JEA. It should be noted, the Brandy Branch Hot Gas Path project has a significant capital budget estimate, which has been included in the award amount.

Sims Crane and Equipment lowered their price by \$9,739.73 in the BAFO round or 1.5%, and Beyel Brothers lowered their price by \$26,582.50 in the BAFO round or 3.7%, for a total BAFO savings of \$36,322.23. There is not a direct comparison of current incumbent contract rates with Crane & Rigging to this solicitation; however, the rates from both awardees are lower than what the incumbent bid submitted for this solicitation (Sims Crane & Equipment are lower by 14.5%; Beyel Bros are lower by 7.0%).

Prices are fixed for the term of the contract, with Sims being the primary awardee for callout work. Both companies have in-town rolling equipment and emergency minimum call out times as well as 24/7 response contacts.

113-18 - Request approval to award contracts for crane, rigging and heavy hauling services to Sims Crane and Equipment for \$803,600.00 and to Beyel Bros Inc. for \$334,400.00, for a not-to-exceed amount of \$1,148,000.00, subject to the availability of lawfully appropriated funds.

**Manager:** Perez, Joe L. – Procurement Category Manager

**Director:** McCollum, Jenny – Dir, Procurement Services

**VP:** McCarthy, John P. – VP & Chief Supply Chain Officer

**APPROVALS:**



11/9/18

Chairman, Awards Committee

Date

Lance A. Whitman 11/8/18

Manager, Capital Budget Planning

Date





# 6246

#	Description of Work (For all work listed below, the mobilization allotment shall be included in the Minimum callout, until actual work time exceeds minimum callout time).	3 Yr. Forecast (hours)	Bayly Brothers Inc			CRANE AND RIGGING			SIM'S CRANE & EQUIPMENT CO			Mobilization Allotment in hours each way
			Straight Time	Overtime 10% forecast	Extended Price	Straight Time	Overtime 10% forecast	Extended Price	Straight Time	Overtime 10% forecast	Extended Price	
1	Riggers	400	\$ 75.00	\$ 105.00	\$ 31,200.00	\$ 85.00	\$ 105.00	\$ 34,600.00	\$ 70.77	\$ 97.77	\$ 29,388.00	
2	Foreman	100	\$ 95.00	\$ 125.00	\$ 9,800.00	\$ 95.00	\$ 110.00	\$ 9,650.00	\$ 91.77	\$ 118.77	\$ 9,417.00	4
3	15 ton Cap. Crane w/ all rigging & Driver / operator	100	\$ 105.00	\$ 142.50	\$ 10,875.00	\$ 125.00	\$ 140.00	\$ 12,650.00	\$ 101.77	\$ 128.77	\$ 10,447.00	4
4	30 ton Cap. Crane w/ all rigging & Driver / operator	100	\$ 120.00	\$ 167.50	\$ 11,375.00	\$ 150.00	\$ 165.00	\$ 15,150.00	\$ 112.77	\$ 139.77	\$ 10,447.00	4
5	40 ton Cap. Crane w/ all rigging & Driver / operator	1500	\$ 150.00	\$ 187.50	\$ 185,825.00	\$ 160.00	\$ 175.00	\$ 242,500.00	\$ 137.77	\$ 164.77	\$ 210,705.00	4
6	50 ton Cap. Crane w/ all rigging & Driver / operator	100	\$ 150.00	\$ 187.50	\$ 15,375.00	\$ 175.00	\$ 190.00	\$ 17,650.00	\$ 153.77	\$ 180.77	\$ 15,647.00	4
7	70 ton Cap. Crane w/ all rigging & Driver / operator	1500	\$ 175.00	\$ 212.50	\$ 268,125.00	\$ 195.00	\$ 210.00	\$ 294,750.00	\$ 177.77	\$ 204.77	\$ 270,705.00	4
8	125 ton Cap. Crane w/ all rigging & Driver / operator, less counterweights trucks (line 13)	40	\$ 335.00	\$ 376.50	\$ 13,710.00	\$ 300.00	\$ 330.00	\$ 12,120.00	\$ 320.77	\$ 367.77	\$ 13,018.80	8
9	170 ton Cap. Crane w/ all rigging & Driver / operator counterweights trucks (line 13) - includes maximum of 2 hours mobilization ~ 3 counter weight trucks (minimum callout 8 hours)	40	\$ 395.00	\$ 432.50	\$ 15,950.00	\$ 390.00	\$ 420.00	\$ 15,720.00	\$ 340.77	\$ 387.77	\$ 13,818.80	8
10	250 ton Cap. Crane w/ all rigging & Driver / operator counterweights trucks (line 13) ~ 4 counter weight trucks (see counter weight truck line)	40	\$ 574.00	\$ 611.50	\$ 23,110.00	\$ 600.00	\$ 630.00	\$ 24,120.00	\$ 392.77	\$ 439.77	\$ 15,888.80	8
11	350 ton Cap. Crane w/ all rigging & Driver / operator counterweights trucks (line 13) ~ 7 counterweight trucks	40	\$ 865.00	\$ 897.50	\$ 34,550.00	\$ 750.00	\$ 780.00	\$ 30,120.00	\$ 486.77	\$ 533.77	\$ 19,658.80	8
12	Tractor, Trailer and Driver (single axle)	100	\$ 102.00	\$ 139.50	\$ 10,575.00	\$ 115.00	\$ 130.00	\$ 11,650.00	\$ 80.77	\$ 107.77	\$ 8,347.00	2
13	Tractor, Trailer and Driver (double axle) - counter weight truck	160	\$ 525.00	\$ 562.50	\$ 84,600.00	\$ 125.00	\$ 140.00	\$ 20,240.00	\$ 101.77	\$ 128.77	\$ 16,715.20	2
14	Tractor and Driver (single axle)	8	\$ 65.00	\$ 102.50	\$ 550.00	\$ 115.00	\$ 130.00	\$ 932.00	\$ 80.77	\$ 107.77	\$ 667.76	2
15	Tractor and Driver (double axle)	8	\$ 80.00	\$ 117.50	\$ 670.00	\$ 125.00	\$ 140.00	\$ 1,012.00	\$ 101.77	\$ 128.77	\$ 835.76	2
16	50 ton cap. Lowboy with tractor and driver	8	\$ 165.00	\$ 202.50	\$ 1,350.00	\$ 125.00	\$ 155.00	\$ 1,022.00	\$ 143.77	\$ 170.77	\$ 1,171.76	4
17	75 ton cap. Lowboy with tractor and driver	8	\$ 498.00	\$ 535.50	\$ 4,014.00	\$ 185.00	\$ 215.00	\$ 1,504.00	\$ 184.77	\$ 211.77	\$ 1,499.76	4
18	110 ton cap. Lowboy with tractor and driver	8	\$ 699.00	\$ 736.50	\$ 5,622.00	\$ 250.00	\$ 280.00	\$ 2,024.00	\$ 392.77	\$ 419.77	\$ 3,163.76	4
19	200 ton cap. Boom dolly system w/ tractor and driver	8	\$ 833.00	\$ 870.50	\$ 6,694.00	\$ 1,500.00	\$ 1,650.00	\$ 12,120.00	\$ 600.77	\$ 627.77	\$ 4,827.76	4
20	Backhoe tractor, front end loader equipped with 15' digging boom and 24" bucket (front end loader, 1 yard cap, with auto leveling), operator and driver	8	\$ 100.12	\$ 121.12	\$ 817.76	\$ 100.00	\$ 115.00	\$ 812.00	\$ 101.77	\$ 128.77	\$ 835.76	4
21	4 ton cap forklift with necessary rigging and operator / drive	8	\$ 110.00	\$ 147.50	\$ 910.00	\$ 150.00	\$ 165.00	\$ 1,212.00	\$ 101.77	\$ 128.77	\$ 835.76	4
22	service fee for over the road permitting	5	\$ 50.00	\$ -	\$ 225.00	\$ 30.00	\$ 31.00	\$ 151.50	\$ 288.77	\$ -	\$ 1,299.47	4
Cost + Fixed Percentage Markup for Ad Hoc Services												
23	Percent markup for police and or DOT escorts		\$ 1,000.00	0.0%	\$ 1,000.00	\$ year cost	%markup (10%)	Extended Price	5 year cost	%markup (10%)	Extended Price	
24	Percent markup for flaggers		\$ 1,000.00	0.0%	\$ 1,000.00	\$ 1,000.00	10%	\$ 1,100.00	\$ 1,000.00	7.7%	\$ 1,077.00	
25	Percent markup for traffic engineering escort/permits		\$ 1,000.00	0.0%	\$ 1,000.00	\$ 1,000.00	10%	\$ 1,100.00	\$ 1,000.00	7.7%	\$ 1,077.00	
26	Percent markup for barricade rental services		\$ 1,000.00	0.0%	\$ 1,000.00	\$ 1,000.00	10%	\$ 1,100.00	\$ 1,000.00	7.7%	\$ 1,077.00	
27	Percent markup for approved rental of equipment		\$ 1,000.00	0.0%	\$ 1,000.00	\$ 1,000.00	10%	\$ 1,100.00	\$ 1,000.00	7.7%	\$ 1,077.00	
Emergency Callout Fee												
28	One time fee per callout event		4	\$ 100.00	\$ 400.00	Number of Events	One Time Fee per Event	Extended Price	Number of Events	One Time Fee per Event	Extended Price	
			4	\$	\$	4	\$	\$	4	\$	\$	
				\$	\$ 741,122.76		\$	\$ 100.00		\$	\$ 665,865.95	
				\$	\$		\$	\$ 767,061.50		\$	\$	

Total Bid Price (Enter this number in the Bid Workbook Page 1)



# Best and Final Offers

#	Description of Work (For all work listed below, the mobilization allotment shall be included in the Minimum callout, until actual work time meets minimum callout time).	3 Yr. Forecast (hours)	Bajal Brothers Inc				CRANE AND RIGGING				SIM'S CRANE & EQUIPMENT CO				Mobilization Allotment in hours each way
			Straight Time	Overtime 10% forecast	Extended Price	5 year cost	Straight Time	Overtime 10% forecast	Extended Price	5 year cost	Straight Time	Overtime 10% forecast	Extended Price	5 year cost	
1	Riggers	400	\$ 75.00	\$ 105.00	\$ 31,200.00	\$ 85.00	\$ 100.00	\$ 34,600.00	\$ 569.71	\$ 596.71	\$ 28,964.00	\$ 28,964.00	\$ 4	4	
2	Foreman	100	\$ 95.00	\$ 125.00	\$ 9,800.00	\$ 95.00	\$ 110.00	\$ 9,800.00	\$ 95.00	\$ 110.00	\$ 9,800.00	\$ 9,800.00	\$ 4	4	
3	15 ton Cap. Crane w/ all rigging & Driver / operator	100	\$ 105.00	\$ 142.50	\$ 10,875.00	\$ 125.00	\$ 140.00	\$ 12,650.00	\$ 100.24	\$ 117.24	\$ 10,294.00	\$ 10,294.00	\$ 4	4	
4	30 ton cap. Crane w/ all rigging & Driver / operator	100	\$ 110.00	\$ 147.50	\$ 11,375.00	\$ 150.00	\$ 165.00	\$ 15,150.00	\$ 111.08	\$ 128.08	\$ 11,378.00	\$ 11,378.00	\$ 4	4	
5	40 ton Cap. Crane w/ all rigging & Driver / operator	1500	\$ 120.00	\$ 157.50	\$ 185,625.00	\$ 160.00	\$ 175.00	\$ 242,250.00	\$ 135.70	\$ 152.70	\$ 207,600.00	\$ 207,600.00	\$ 4	4	
6	50 ton cap. Crane w/ all rigging & Driver / operator	100	\$ 135.00	\$ 172.50	\$ 13,875.00	\$ 175.00	\$ 190.00	\$ 17,650.00	\$ 151.46	\$ 168.46	\$ 15,416.00	\$ 15,416.00	\$ 4	4	
7	70 ton Cap. Crane w/ all rigging & Driver / operator	1500	\$ 165.00	\$ 202.50	\$ 253,125.00	\$ 195.00	\$ 210.00	\$ 284,750.00	\$ 175.10	\$ 192.10	\$ 286,700.00	\$ 286,700.00	\$ 4	4	
8	125 ton Cap. Crane w/ all rigging & Driver / operator, less counterweights trucks (line 13)	40	\$ 285.00	\$ 322.50	\$ 11,550.00	\$ 300.00	\$ 330.00	\$ 12,120.00	\$ 335.96	\$ 362.96	\$ 12,826.40	\$ 12,826.40	\$ 8	2	
9	170 ton Cap. Crane w/ all rigging & Driver / operator counterweights trucks (line 13) - includes maximum of 2 hours mobilization - 3 counter weight trucks (minimum callout 8 hours)	40	\$ 365.00	\$ 402.50	\$ 14,750.00	\$ 390.00	\$ 420.00	\$ 15,720.00	\$ 335.66	\$ 362.66	\$ 13,614.40	\$ 13,614.40	\$ 8	2	
10	250 ton Cap. Crane w/ all rigging & Driver / operator counterweights trucks (line 13) - 4 counter weight trucks (see counter weight truck line)	40	\$ 525.00	\$ 562.50	\$ 21,150.00	\$ 600.00	\$ 630.00	\$ 24,120.00	\$ 386.88	\$ 413.88	\$ 15,663.20	\$ 15,663.20	\$ 8	2	
11	350 ton Cap. Crane w/ all rigging & Driver / operator counterweights trucks (line 13) - 7 counterweight trucks	40	\$ 750.00	\$ 787.50	\$ 30,150.00	\$ 750.00	\$ 780.00	\$ 30,120.00	\$ 479.47	\$ 506.47	\$ 18,366.80	\$ 18,366.80	\$ 8	2	
12	Traction, Trailer and Driver (single axle)	100	\$ 102.00	\$ 139.50	\$ 10,575.00	\$ 115.00	\$ 130.00	\$ 11,650.00	\$ 79.56	\$ 90.56	\$ 8,246.00	\$ 8,246.00	\$ 2	2	
13	Traction, Trailer and Driver (double axle) - counter weight truck	160	\$ 525.00	\$ 562.50	\$ 84,600.00	\$ 125.00	\$ 140.00	\$ 20,240.00	\$ 100.24	\$ 117.24	\$ 16,470.40	\$ 16,470.40	\$ 2	2	
14	Traction, Trailer and Driver (single axle)	8	\$ 65.00	\$ 102.50	\$ 550.00	\$ 115.00	\$ 130.00	\$ 124.00	\$ 79.56	\$ 90.56	\$ 68.08	\$ 68.08	\$ 2	2	
15	Traction and Driver (double axle)	8	\$ 80.00	\$ 117.50	\$ 670.00	\$ 125.00	\$ 140.00	\$ 1,012.00	\$ 100.24	\$ 117.24	\$ 83.52	\$ 83.52	\$ 2	2	
16	50 ton cap. Lowboy with tractor and driver	8	\$ 165.00	\$ 202.50	\$ 1,350.00	\$ 125.00	\$ 155.00	\$ 1,024.00	\$ 141.64	\$ 158.64	\$ 1,154.48	\$ 1,154.48	\$ 4	1	
17	75 ton cap. Lowboy with tractor and driver	8	\$ 498.00	\$ 535.50	\$ 4,014.00	\$ 185.00	\$ 215.00	\$ 1,504.00	\$ 386.88	\$ 413.88	\$ 1,477.60	\$ 1,477.60	\$ 4	1	
18	110 ton cap. Beam dolly system w/ tractor and driver	8	\$ 693.00	\$ 730.50	\$ 5,622.00	\$ 250.00	\$ 280.00	\$ 2,024.00	\$ 386.88	\$ 413.88	\$ 3,116.64	\$ 3,116.64	\$ 4	1	
19	200 ton cap. Beam dolly system w/ tractor and driver	8	\$ 833.00	\$ 870.50	\$ 6,694.00	\$ 1,500.00	\$ 1,650.00	\$ 12,120.00	\$ 591.76	\$ 618.76	\$ 4,755.68	\$ 4,755.68	\$ 4	2	
20	Backhoe tractor, front end loader, 1 yard cap, with auto leveling, operator and driver	8	\$ 100.12	\$ 121.12	\$ 817.76	\$ 100.00	\$ 115.00	\$ 812.00	\$ 100.24	\$ 117.24	\$ 823.52	\$ 823.52	\$ 4	1	
21	4 ton cap forlift with necessary rigging and operator / driver	8	\$ 110.00	\$ 147.50	\$ 9,100.00	\$ 150.00	\$ 165.00	\$ 1,212.00	\$ 100.24	\$ 117.24	\$ 823.52	\$ 823.52	\$ 4	1	
22	service fee for over the road permitting	5	\$ 50.00	\$ 75.00	\$ 262.50	\$ 30.00	\$ 33.00	\$ 151.50	\$ 284.44	\$ -	\$ 1,279.98	\$ -	\$ 4	1	
Cost + Fixed Percentage Markup for Ad Hoc Services			5 year cost	%markup (10% max)	Extended Price	5 year cost	%markup (10% max)	Extended Price	5 year cost	%markup (10% max)	Extended Price	5 year cost			
23	Percent markup for police and or DOT escorts		\$ 1,000.00	0.00%	\$ 1,000.00	\$ 1,000.00	10%	\$ 1,100.00	\$ 1,000.00	7.7%	\$ 1,077.00	\$ 1,077.00			
24	Percent markup for flaggers		\$ 1,000.00	0.00%	\$ 1,000.00	\$ 1,000.00	10%	\$ 1,100.00	\$ 1,000.00	7.7%	\$ 1,077.00	\$ 1,077.00			
25	Percent markup for traffic engineering escort/permits		\$ 1,000.00	0.00%	\$ 1,000.00	\$ 1,000.00	10%	\$ 1,100.00	\$ 1,000.00	7.7%	\$ 1,077.00	\$ 1,077.00			
26	Percent markup for barricade rental services		\$ 1,000.00	0.00%	\$ 1,000.00	\$ 1,000.00	10%	\$ 1,100.00	\$ 1,000.00	7.7%	\$ 1,077.00	\$ 1,077.00			
27	Percent markup for approved rental of equipment		\$ 1,000.00	0.00%	\$ 1,000.00	\$ 1,000.00	10%	\$ 1,100.00	\$ 1,000.00	7.7%	\$ 1,077.00	\$ 1,077.00			
Emergency Callout Fee			Number of Events	One Time Fee per Event	Extended Price	Number of Events	One Time Fee per Event	Extended Price	Number of Events	One Time Fee per Event	Extended Price				
28	One time fee per callout event	4	\$ -	\$ -	\$ -	4	\$ 25.00	\$ 100.00	4	\$ 41	\$ -				
Total Bid Price (Enter this number in the Bid Workbook Page 1)					\$ 714,540.26			\$ 767,061.50			\$ 656,126.22				
BAFO Totals					\$ 713,722.50			\$ -265,822.50			\$ -				
Totals from Evaluations (Safety Presentations)					91.82			85.5			100.0				
Total Points					18.5			23			21				
Total Points					110.3			108.5			121.0				
Presentation Totals															
Total Points															
Totals from Evaluations (Safety Presentations)															
Total Points															
Total BAFO															

-1.48%  
Total BAFO



**113-18 Addendum 2, Request for Best and Final Offers, Crane, Rigging and Heavy Hauling Services**

#	Description of Work (For all work listed below, the mobilization allotment shall be included in the Minimum callout, until actual work time meets minimum callout time).	3 yr. Forecast (hours)	Straight Time	Overtime 10% forecast	Extended Price	Minimum callout (min, hrs paid, may include Mob)	Mobilization Allotment in hours each way
1	Riggers	400	\$ 67.97	\$ 94.97	\$ 28,268.00	4	1
2	Foreman	100	\$ 88.13	\$ 115.13	\$ 9,083.00	4	1
3	15 ton Cap. Crane w/ all rigging & Driver / operator	100	\$ 97.73	\$ 124.73	\$ 10,043.00	4	1
4	30 ton Cap. Crane w/ all rigging & Driver / operator	100	\$ 108.30	\$ 135.30	\$ 11,100.00	4	1
5	40 ton Cap. Crane w/ all rigging & Driver / operator	1500	\$ 132.31	\$ 159.31	\$ 202,515.00	4	1
6	50 ton Cap. Crane w/ all rigging & Driver / operator	100	\$ 147.67	\$ 174.67	\$ 15,037.00	4	1
7	70 ton Cap. Crane w/ all rigging & Driver / operator	1500	\$ 170.72	\$ 197.72	\$ 260,130.00	4	1
8	125 ton Cap. Crane w/ all rigging & Driver / operator, less counterweights trucks (line 13)	40	\$ 308.06	\$ 355.06	\$ 12,510.40	8	2
9	170 ton Cap. Crane w/ all rigging & Driver / operator counterweights trucks (line 13) includes maximum of 2 hours mobilization ~ 3 counter weight trucks (minimum callout 8 hours)	40	\$ 327.27	\$ 374.27	\$ 13,278.80	8	2
10	250 ton Cap. Crane w/ all rigging & Driver / operator counterweights trucks (see counter weight truck line)	40	\$ 377.21	\$ 424.21	\$ 15,276.40	8	2
11	350 ton Cap. Crane w/ all rigging & Driver / operator counterweights trucks (line 13) ~ 7 counterweight trucks	40	\$ 467.48	\$ 514.48	\$ 18,887.20	8	2
12	Tractor, Trailer and Driver (single axle)	100	\$ 77.57	\$ 104.57	\$ 8,027.00	2	2
13	Tractor, Trailer and Driver (double axle) - counter weight truck	160	\$ 97.73	\$ 124.73	\$ 16,068.80	2	2
14	Tractor and Driver (single axle)	8	\$ 77.57	\$ 104.57	\$ 642.16	2	1
15	Tractor and Driver (double axle)	8	\$ 97.73	\$ 124.73	\$ 803.44	2	1
16	50 ton cap. Lowboy with tractor and driver	8	\$ 138.07	\$ 165.07	\$ 1,126.16	4	1
17	75 ton cap. Lowboy with tractor and driver	8	\$ 177.45	\$ 204.45	\$ 1,441.20	4	1
18	110 ton cap. Lowboy with tractor and driver	8	\$ 377.21	\$ 404.21	\$ 3,039.28	4	1
19	200 ton cap. Beam dolly system w/ tractor and driver	8	\$ 576.97	\$ 603.97	\$ 4,637.36	4	2
20	Backhoe tractor, front end loader equipped with 15' digging boom and 24" bucket (front end loader, 1 yard cap. with auto leveling), operator and driver	8	\$ 97.73	\$ 124.73	\$ 803.44	4	1
21	4 ton cap forklift with necessary rigging and operator / drive	8	\$ 97.73	\$ 124.73	\$ 803.44	4	1
22	service fee for over the road permitting	5	\$ 277.33	\$ -	\$ 1,247.99		
<b>Cost + Fixed Percentage Markup for Ad Hoc Services</b>							
23	Percent markup for police and or DOT escorts		5 year cost	%markup (10% max)	Extended Price		
24	Percent markup for flagers		\$ 1,000.00	7.70%	\$ 1,077.00		
25	Percent markup for traffic engineering escort/permits		\$ 1,000.00	7.70%	\$ 1,077.00		
26	Percent markup for barricade rental services		\$ 1,000.00	7.70%	\$ 1,077.00		
27	Percent markup for approved rental of equipment		\$ 1,000.00	7.70%	\$ 1,077.00		
Emergency Callout Fee							
28	One time fee per callout event		Number of Events	One Time Fee per Event	Extended Price		
			4	\$ -	\$ -		
Total Bid Price (Enter this number in the Bid Workbook Page 1)					<b>\$ 640,154.07</b>		



#	Description of Work (For all work listed below, the mobilization allotment shall be included in the Minimum callout, until actual work time meets minimum callout time).	3 yr. Forecast (hours)	Straight Time	Overtime 10% forecast	Extended Price	Minimum callout (min, hrs paid, may include Mob)	Mobilization Allotment in hours each way
1	Riggers	400	\$ 69.71	\$ 96.71	\$ 28,964.00	4	1
2	Foreman	100	\$ 90.39	\$ 117.39	\$ 9,309.00	4	1
3	15 ton Cap. Crane w/ all rigging & Driver / operator	100	\$ 100.24	\$ 127.24	\$ 10,294.00	4	1
4	30 ton Cap. Crane w/ all rigging & Driver / operator	100	\$ 111.08	\$ 138.08	\$ 11,378.00	4	1
5	40 ton Cap. Crane w/ all rigging & Driver / operator	1500	\$ 135.70	\$ 162.70	\$ 207,600.00	4	1
6	50 ton Cap. Crane w/ all rigging & Driver / operator	100	\$ 151.46	\$ 178.46	\$ 15,416.00	4	1
7	70 ton Cap. Crane w/ all rigging & Driver / operator	1500	\$ 175.10	\$ 202.10	\$ 266,700.00	4	1
8	125 ton Cap. Crane w/ all rigging & Driver / operator, less counterweights trucks (line 13)	40	\$ 315.96	\$ 362.96	\$ 12,826.40	8	2
9	170 ton Cap. Crane w/ all rigging & Driver / operator counterweights trucks (line 13) includes maximum of 2 hours mobilization ~ 3 counter weight trucks (minimum callout 8 hours)	40	\$ 335.66	\$ 382.66	\$ 13,614.40	8	2
10	250 ton Cap. Crane w/ all rigging & Driver / operator counterweights trucks (see counter weight truck (line 13))	40	\$ 386.88	\$ 433.88	\$ 15,663.20	8	2
11	350 ton Cap. Crane w/ all rigging & Driver / operator counterweights trucks (line 13) ~ 7 counterweight trucks	40	\$ 479.47	\$ 526.47	\$ 19,366.80	8	2
12	Tractor, Trailer and Driver (single axle)	100	\$ 79.56	\$ 106.56	\$ 8,226.00	2	2
13	Tractor, Trailer and Driver (double axle) - counter weight truck	160	\$ 100.24	\$ 127.24	\$ 16,470.40	2	2
14	Tractor and Driver (single axle)	8	\$ 79.56	\$ 106.56	\$ 658.08	2	1
15	Tractor and Driver (double axle)	8	\$ 100.24	\$ 127.24	\$ 823.52	2	1
16	50 ton cap. Lowboy with tractor and driver	8	\$ 141.61	\$ 168.61	\$ 1,154.48	4	1
17	75 ton cap. Lowboy with tractor and driver	8	\$ 182.00	\$ 209.00	\$ 1,477.60	4	1
18	110 ton cap. Lowboy with tractor and driver	8	\$ 386.88	\$ 413.88	\$ 3,116.64	4	1
19	200 ton cap. Beam dolly system w/ tractor and driver	8	\$ 591.76	\$ 618.76	\$ 4,755.68	4	2
20	Backhoe tractor, front end loader equipped with .15' digging boom and 24" bucket (front end loader, 1 yard cap, with auto leveling), operator and driver	8	\$ 100.24	\$ 127.24	\$ 823.52	4	1
21	4 ton cap forklift with necessary rigging and operator / drive	8	\$ 100.24	\$ 127.24	\$ 823.52	4	1
22	service fee for over the road permitting	5	\$ 284.44	\$ -	\$ 1,279.98		
<b>Cost + Fixed Percentage Markup for Ad Hoc Services</b>			<b>5 year cost</b>	<b>%markup (10% max)</b>	<b>Extended Price</b>		
23	Percent markup for police and or DOT escorts		\$ 1,000.00	7.70%	\$ 1,077.00		
24	Percent markup for flaggers		\$ 1,000.00	7.70%	\$ 1,077.00		
25	Percent markup for traffic engineering escort/permits		\$ 1,000.00	7.70%	\$ 1,077.00		
26	Percent markup for barricade rental services		\$ 1,000.00	7.70%	\$ 1,077.00		
27	Percent markup for approved rental of equipment		\$ 1,000.00	7.70%	\$ 1,077.00		
Emergency Callout Fee			Number of Events	One Time Fee per Event	Extended Price		
28	One time fee per callout event	4	\$ -	\$ -	\$ -		
Total Bid Price (Enter this number in the Bid Workbook Page 1)					<b>\$ 656,126.22</b>		



**113-18 Addendum 2, Request for Best and Final Offers, Crane, Rigging and Heavy Hauling Services**

#	Description of Work (For all work listed below, the mobilization allotment shall be included in the Minimum callout, until actual work time meets minimum callout time).	3 yr. Forecast (hours)	Straight Time	Overtime 10% forecast	Extended Price	Minimum callout (min, hrs paid, may include Mob)	Mobilization Allotment in hours each way
1	Riggers	400	\$ 75.00	\$ 105.00	\$ 31,200.00	4	1
2	Foreman	100	\$ 95.00	\$ 125.00	\$ 9,800.00	4	1
3	15 ton Cap. Crane w/ all rigging & Driver / operator	100	\$ 105.00	\$ 142.50	\$ 10,875.00	4	1
4	30 ton Cap. Crane w/ all rigging & Driver / operator	100	\$ 110.00	\$ 147.50	\$ 11,375.00	4	1
5	40 ton Cap. Crane w/ all rigging & Driver / operator	1500	\$ 120.00	\$ 157.50	\$ 185,625.00	4	1
6	50 ton Cap. Crane w/ all rigging & Driver / operator	100	\$ 135.00	\$ 172.50	\$ 13,875.00	4	1
7	70 ton Cap. Crane w/ all rigging & Driver / operator	1500	\$ 165.00	\$ 202.50	\$ 253,125.00	4	1
8	125 ton Cap. Crane w/ all rigging & Driver / operator, less counterweights trucks (line 13)	40	\$ 285.00	\$ 322.50	\$ 11,550.00	8	2
9	170 ton Cap. Crane w/ all rigging & Driver / operator counterweights trucks (line 13) - includes maximum of 2 hours mobilization ~ 3 counter weight trucks (minimum callout 8 hours)	40	\$ 365.00	\$ 402.50	\$ 14,750.00	8	2
10	250 ton Cap. Crane w/ all rigging & Driver / operator counterweights trucks (see counter weight truck line)	40	\$ 525.00	\$ 562.50	\$ 21,150.00	8	2
11	350 ton Cap. Crane w/ all rigging & Driver / operator counterweights trucks (line 13) ~ 7 counterweight trucks	40	\$ 750.00	\$ 787.50	\$ 30,150.00	8	2
12	Tractor, Trailer and Driver (single axle)	100	\$ 102.00	\$ 139.50	\$ 10,575.00	2	
13	Tractor, Trailer and Driver (double axle) - counter weight truck	160	\$ 525.00	\$ 562.50	\$ 84,600.00	2	
14	Tractor and Driver (single axle)	8	\$ 65.00	\$ 102.50	\$ 550.00	2	2
15	Tractor and Driver (double axle)	8	\$ 80.00	\$ 117.50	\$ 670.00	2	1
16	50 ton cap. Lowboy with tractor and driver	8	\$ 165.00	\$ 202.50	\$ 1,350.00	4	1
17	75 ton cap. Lowboy with tractor and driver	8	\$ 498.00	\$ 535.50	\$ 4,014.00	4	1
18	110 ton cap. Lowboy with tractor and driver	8	\$ 699.00	\$ 736.50	\$ 5,622.00	4	1
19	200 ton cap. Beam dolly system w/ tractor and driver	8	\$ 833.00	\$ 870.50	\$ 6,694.00	4	2
20	Backhoe tractor, front end loader equipped with 15' digging boom and 24" bucket (front end loader, 1 yard cap, with auto leveling), operator and driver	8	\$ -	\$ -	\$ -	4	1
21	4 ton cap forklift with necessary rigging and operator / drive	8	\$ 110.00	\$ 147.50	\$ 910.00	4	1
22	service fee for over the road permitting	5	\$ 50.00	\$ 75.00	\$ 262.50		
<b>Cost + Fixed Percentage Markup for Ad Hoc Services</b>			<b>5 year cost</b>	<b>%markup (10% max)</b>	<b>Extended Price</b>		
23	Percent markup for police and or DOT escorts		\$ 1,000.00	0.00%	\$ 1,000.00		
24	Percent markup for flaggers		\$ 1,000.00	0.00%	\$ 1,000.00		
25	Percent markup for traffic engineering escort/permits		\$ 1,000.00	0.00%	\$ 1,000.00		
26	Percent markup for barricade rental services		\$ 1,000.00	0.00%	\$ 1,000.00		
27	Percent markup for approved rental of equipment		\$ 1,000.00	0.00%	\$ 1,000.00		
Emergency Callout Fee		Number of Events	One Time Fee per Event		Extended Price		
28	One time fee per callout event	4	\$ -	\$ -	\$ -		
Total Bid Price (Enter this number in the Bid Workbook Page 1)					<b>\$ 713,722.50</b>		





Building Community<sup>®</sup>  
Procurement Bid Office  
Customer Center 1<sup>st</sup> Floor, Room 002  
21 W. Church Street  
Jacksonville, Florida 32202

October 11, 2018

Addendum Number: TWO (2)

Title: Crane, Rigging and Heavy Hauling Services

JEA Solicitation Number: 113-18

BAFO Due Date: October 19, 2018

Due Date Time: 12:00 PM

This Addendum 2 requests the Respondents to submit their Best and Final Offers (BAFOs) electronically in pdf by October 19, 2018, 12:00 PM Noon (EST) by email to: [lovgrd@jea.com](mailto:lovgrd@jea.com). Respondents not submitting a BAFO will have their first round submitted Total Bid Price used in Evaluation. Individual Unit Prices for specific scopes of work may change (increase or decrease), however, the submitted BAFO Total Bid Price (Total Response price) cannot be higher than the submitted first round Total Bid Price.

- Documents to submit with your BAFO Response by email.
  - Bid Form – Attached to this Addendum 2.
  - BAFO Bid Workbook – excel file attachment to Addendum 2.

**113-18 ADDENDUM 2 BAFO APPENDIX B BID FORM  
CRANE, RIGGING AND HEAVY HAULING SERVICES FOR JEA**

Submit an electronic copy pdf by email to: [loverd@jea.com](mailto:loverd@jea.com) by October 19, 2018, 12:00 PM noon.

Company Name: Beyel Brothers Crane & Rigging

Company's Address: 550 Cidelco Rd, Cocoa FL 32924

License Number: N/A

Phone Number: 321-632-2000 FAX No: 321-631-0371 Email Address: info@beyel.com

**BID SECURITY REQUIREMENTS**

- None required
- Certified Check or Bond Five Percent (5%)

**TERM OF CONTRACT**

- One Time Purchase
- Annual Requirements, 3 years + 2. 1 year renewals
- Other, Specify- Project Completion

**SAMPLE REQUIREMENTS**

- None required
- Samples required prior to Response Opening
- Samples may be required subsequent to Bid Opening

**SECTION 255.05, FLORIDA STATUTES CONTRACT BOND**

- None required
- Bond required 100% of Bid Award

**QUANTITIES**

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

**INSURANCE REQUIREMENTS**

Insurance required

**PAYMENT DISCOUNTS**

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

Item No.	ENTER YOUR BID FOR THE FOLLOWING DESCRIBED ARTICLES OR SERVICES	TOTAL BID PRICE
1	Total Bid Price from the Bid Workbook for 113-18	\$ 713,722.50

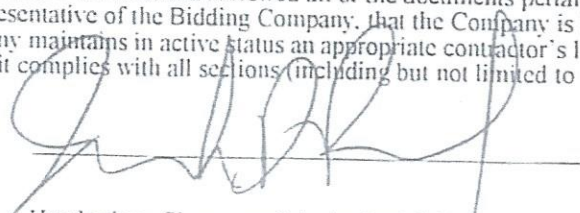
I have read and understood the Sunshine Law/Public Records clauses contained within this solicitation. I understand that in the absence of a redacted copy my proposal will be disclosed to the public "as-is".

**BIDDER CERTIFICATION**

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

We have received addenda

2 through 2



10/19/18

Handwritten Signature of Authorized Officer of Company or Agent      Date

Joseph D. Beyel, President      10/19/18

Printed Name and Title

Acknowledge receipt of this addendum on the Response Form







**Formal Bid and Award System**

CPA 178506

Award #6 November 8, 2018

**Type of Award Request:** INVITATION TO NEGOTIATE (ITN)  
**Request #:** 6246  
**Requestor Name:** Lovgren, Rodney D.  
**Requestor Phone:** (904) 665-6631  
**Project Title:** Crane, Rigging and Heavy Hauling  
**Project Number:** Various  
**Project Location:** JEA, Buckman WRF  
**Funds:** O&M & Capital (see back up)  
**Award Estimate:** ~~\$780,000.00~~ N/A

**Scope of Work:**

The purpose of this solicitation is to provide contract services for crane rental and heavy hauling services. The Primary users of these services are the Transmission Group, Substations Distribution Group, Water and Sewer Department and the various JEA Generating Plants. This contract can also be used by any other Group or Department within JEA. JEA currently spends approximately \$260,000.00 per year on Time and Materials (T&M) for crane and rigging services. Two contracts are to be awarded on a 70/30 split.

**JEA IFB/RFP/State/City/GSA#:** 113-18  
**Purchasing Agent:** Lovgren, Rodney  
**Is this a Ratification?:** NO

**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
SIMS CRANE AND EQUIPMENT CO.	Tanya Scott	tanya.scott@sims Crane.com	1219 Highway 301 N. Tampa FL 33619	(904)448-9275	\$803,600.00
BEYEL BROTHERS INC.	Kevin McElveen	kevin.mcelveen@beyel.com	550 Cidco Road, Cocoa, FL 32926	(904)654-9696	\$334,400.00

**Amount for entire term of Contract/PO:** \$1,148,000.00  
**Award Amount for remainder of this FY:** \$832,666.67  
**Length of Contract/PO Term:** Three Years w/ Two (2) – 1Yr. Renewals  
**Begin Date (mm/dd/yyyy):** 11/15/2018  
**End Date (mm/dd/yyyy):** 11/14/2021  
**Renewal Options:** Yes - Two (2) – 1Yr. Renewals  
**JSEB Requirement:** N/A - Optional

CPA 178506



**BIDDERS:**

Name	First Round	BAFO	Rank	Score (Price)	Score (Safety & Work Approach)	Total Score
SIMS CRANE & EQUIPMENT	\$665,865.95	\$656,126.22	1	100	21	121
BEYEL BROS INC.	\$741,122.76	\$713,722.50	2	91.8	18.5	110.3
CRANE & RIGGING OF JACKSONVILLE	\$767,061.50	\$767,061.50	3	85.5	23	108.5

**Background/Recommendations:**

Advertised on 07/30/2018. Nine (9) companies attended the mandatory pre-response meeting held on 07/27/2018. At Response opening on 08/14/2018, JEA received three (3) Responses. All three (3) companies were short-listed and invited to provide safety & work approach presentations. All three (3) companies were invited to submit Best and Final Offers (BAFO). JEA evaluated the companies on price (100 points) and safety and work approach (25 points). Sims Crane & Equipment and Beyel Bros Inc. were deemed to be the lowest responsive and responsible Respondents. A copy of the Response Form and Workbook are attached as backup.

The award estimate was based on historical spend at \$21,682.89/month over a three year period, for a total of \$780,000.00. The work in the past was performed off the rental resources contract, which was established to help identify historical spend across the company. The award amount of \$1,148,000.00 is based on the projected budget estimates from wastewater, power generation and transmission & distribution business units at JEA. It should be noted, the Brandy Branch Hot Gas Path project has a significant capital budget estimate, which has been included in the award amount.

Sims Crane and Equipment lowered their price by \$9,739.73 in the BAFO round or 1.5%, and Beyel Brothers lowered their price by \$26,582.50 in the BAFO round or 3.7%, for a total BAFO savings of \$36,322.23. There is not a direct comparison of current incumbent contract rates with Crane & Rigging to this solicitation; however, the rates from both awardees are lower than what the incumbent bid submitted for this solicitation (Sims Crane & Equipment are lower by 14.5%; Beyel Bros are lower by 7.0%).

Prices are fixed for the term of the contract, with Sims being the primary awardee for callout work. Both companies have in-town rolling equipment and emergency minimum call out times as well as 24/7 response contacts.

113-18 - Request approval to award contracts for crane, rigging and heavy hauling services to Sims Crane and Equipment for \$803,600.00 and to Beyel Bros Inc. for \$334,400.00, for a not-to-exceed amount of \$1,148,000.00, subject to the availability of lawfully appropriated funds.

**Manager:** Perez, Joe L. – Procurement Category Manager  
**Director:** McCollum, Jenny – Dir, Procurement Services  
**VP:** McCarthy, John P. – VP & Chief Supply Chain Officer

**APPROVALS:**


11/8/18

Chairman, Awards Committee

Date

James A. Whitman 11/8/18

Manager, Capital Budget Planning

Date

## Bid and Award Planning Information

Bid Planning						
Historical Spend	Crane and Rigging of Jacksonville	CPA - 157392				<b>3 year Award Estimate / 1 year estimate</b>
			15-Aug-16		Months	
	Current Date		30-Oct-18		27	
	Spent To Date on current CPA		582,547.05		\$ 21,682.89	\$ 780,584.14
						\$ 260,194.71

Bid Results	First Round	BAFO Round	%	70/30 Bid Split	3 Year Award Amount	Award Est / Bid Actual Delta
Crane and Rigging	\$ 767,061.50	\$ 767,061.50		Sim	\$ 459,288.35	
Sims	\$ 665,865.95	\$ 656,126.22	14.5%	Beyeo	\$ 214,116.75	
Beyel Bros	\$ 741,122.76	\$ 714,540.26	6.85%	Bid Split	\$ 673,405.10	14%

### Award Planning

Location / Requestor	Name	CC, WO, PN	Current 3 year Totals		Comment
			O&M Total	Capital Total	
Sgambettera, John	WW O&M	30131	\$ 18,000.00		
Nassau Yarger, Paul	WW O&M	30143	\$ 30,000.00		
Nassau Yarger, Paul	R&R Plant & Pump stations	8005363			
Nassau Yarger, Paul	R&R Plant & Pump stations	8005355			
Quarterman	Capital	19123000		\$ 50,000.00	1 time total
Quarterman	Capital	19123001		\$ 25,000.00	1 time total
Swarz		HE30702	\$ 75,000.00		
Swarz		HE30702	\$ 225,000.00		
Yordy	Spring 2019 BGS .05 AGP Outage, the CT Group				
Yordy	B50 AGP/.05 Upgrade Outage	R12X30402 Task 30322455		\$ 150,000.00	1 time total
Yordy	CT Misc. O&M	R12X 30300	\$ 25,000.00		
Yordy	CT Misc. O&M	R12X 30401	\$ 25,000.00		
Yordy	CT Misc. O&M	R12X 30400	\$ 25,000.00		
Yordy	CT Misc. O&M	R12X 30402	\$ 25,000.00		
Yordy	CT Misc. O&M	R12X 30403	\$ 25,000.00		
Yordy	PA18E-BGS AGP CAPITAL IMPROV	8004954		\$ 450,000.00	1 time total
			\$ 473,000.00	\$ 675,000.00	
			% split O&M to Cap	41%	59%
<b>3 year total</b>			<b>\$</b>	<b>1,148,000.00</b>	

FY 2019	\$ 157,666.67	\$ 675,000.00	\$ 832,666.67
FY 2020	\$ 157,666.67		
FY 2021	\$ 157,666.67		
Award to Budget Sims 70%	\$ 803,600.00		
Award to Beyel 30%	\$ 344,400.00		



#	Description of Work (For all work listed below, the mobilization allotment shall be included in the Minimum callout, until actual work time meets minimum callout time.)	Beyel Brothers Inc.			CRANE AND RIGGING			SIMS CRANE & EQUIPMENT CO			Minimum callout (min, hrs paid, may include Mob)	Mobilization Allotment in hours each way
		Straight Time	Overtime 10% forecast	Extended Price	Straight Time	Overtime 10% forecast	Extended Price	Straight Time	Overtime 10% forecast	Extended Price		
1	Riggers	400	\$ 75.00	\$ 31,200.00	\$ 85.00	\$ 106.00	\$ 34,600.00	\$ 70.77	\$ 97.77	\$ 29,388.00	4	1
2	Foreman	100	\$ 95.00	\$ 9,800.00	\$ 95.00	\$ 110.00	\$ 11,000.00	\$ 91.77	\$ 118.77	\$ 10,447.00	4	1
3	15 ton Cap. Crane w/ all rigging & Driver / operator	100	\$ 105.00	\$ 10,875.00	\$ 125.00	\$ 140.00	\$ 12,650.00	\$ 101.77	\$ 128.77	\$ 10,447.00	4	1
4	30 ton Cap. Crane w/ all rigging & Driver / operator	100	\$ 110.00	\$ 11,375.00	\$ 150.00	\$ 165.00	\$ 15,150.00	\$ 112.77	\$ 139.77	\$ 11,547.00	4	1
5	40 ton Cap. Crane w/ all rigging & Driver / operator	1500	\$ 120.00	\$ 185,625.00	\$ 175.00	\$ 190.00	\$ 242,250.00	\$ 137.77	\$ 164.77	\$ 210,705.00	4	1
6	50 ton Cap. Crane w/ all rigging & Driver / operator	100	\$ 150.00	\$ 15,375.00	\$ 175.00	\$ 195.00	\$ 17,650.00	\$ 153.77	\$ 180.77	\$ 15,647.00	4	1
7	125 ton Cap. Crane w/ all rigging & Driver / operator, less counterweights trucks (line 13)	1500	\$ 175.00	\$ 268,125.00	\$ 195.00	\$ 210.00	\$ 294,750.00	\$ 177.77	\$ 204.77	\$ 270,705.00	4	1
8	170 ton Cap. Crane w/ all rigging & Driver / operator counterweights trucks (line 13) - includes maximum of 2 hours mobilization - 3 counter weight trucks (minimum callout 8 hours)	40	\$ 339.00	\$ 13,710.00	\$ 300.00	\$ 330.00	\$ 12,120.00	\$ 320.77	\$ 367.77	\$ 13,018.80	8	2
9	250 ton Cap. Crane w/ all rigging & Driver / operator counterweights trucks (line 13) - 4 counter weight trucks (see counter weight truck line)	40	\$ 574.00	\$ 23,110.00	\$ 600.00	\$ 630.00	\$ 24,120.00	\$ 392.77	\$ 439.77	\$ 15,898.80	8	2
11	350 ton Cap. Crane w/ all rigging & Driver / operator counterweights trucks (line 13) - 7 counterweight trucks	100	\$ 102.00	\$ 10,575.00	\$ 115.00	\$ 130.00	\$ 11,650.00	\$ 86.77	\$ 107.77	\$ 8,347.00	2	2
12	Tractor, Trailer and Driver (single axle)	160	\$ 525.00	\$ 84,600.00	\$ 125.00	\$ 140.00	\$ 20,240.00	\$ 101.77	\$ 128.77	\$ 16,715.20	2	2
13	Tractor, Trailer and Driver (double axle) - counter weight truck	8	\$ 65.00	\$ 520.00	\$ 115.00	\$ 130.00	\$ 932.00	\$ 80.77	\$ 107.77	\$ 687.16	2	1
14	Tractor and Driver (single axle)	8	\$ 80.00	\$ 670.00	\$ 125.00	\$ 140.00	\$ 1,012.00	\$ 101.77	\$ 128.77	\$ 895.76	2	1
15	Tractor and Driver (double axle)	8	\$ 165.00	\$ 1,350.00	\$ 125.00	\$ 155.00	\$ 1,024.00	\$ 143.77	\$ 170.77	\$ 1,171.76	4	1
16	50 ton cap. Lorry with tractor and driver	8	\$ 498.00	\$ 3,984.00	\$ 650.00	\$ 715.00	\$ 5,590.00	\$ 484.77	\$ 561.77	\$ 4,499.76	4	1
17	75 ton cap. Lorry with tractor and driver	8	\$ 699.00	\$ 5,592.00	\$ 795.00	\$ 880.00	\$ 6,924.00	\$ 992.77	\$ 1,111.77	\$ 8,163.76	4	1
18	110 ton cap. Lorry with tractor and driver	8	\$ 833.00	\$ 6,664.00	\$ 1,500.00	\$ 1,650.00	\$ 12,120.00	\$ 600.77	\$ 627.77	\$ 4,827.76	4	2
19	200 ton cap. Beam dolly system w/ tractor and driver	8	\$ 100.12	\$ 817.76	\$ 100.00	\$ 115.00	\$ 812.00	\$ 101.77	\$ 128.77	\$ 835.76	4	1
20	Backhoe tractor, front end loader equipped with 15' digging boom and 24" bucket (front end loader, 1 yard cap, with auto leveling), operator and driver	8	\$ 110.00	\$ 910.00	\$ 150.00	\$ 165.00	\$ 1,212.00	\$ 101.77	\$ 128.77	\$ 835.76	4	1
21	4 ton cap forklift with necessary rigging and operator / drive service fee for over the road permitting.	5	\$ 50.00	\$ 225.00	\$ 30.00	\$ 33.00	\$ 151.50	\$ 288.77	\$ -	\$ 1,299.47	4	1
22	Cost + Fixed Percentage Markup for Ad Hoc Services		5 year cost	Extended Price	5 year cost	Extended Price	5 year cost	%markup (10% max)	Extended Price	Extended Price		
23	Percent markup for police and or DOT escorts		\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	10%	\$ 1,100.00	\$ 1,077.00		
24	Percent markup for riggers		\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	10%	\$ 1,100.00	\$ 1,077.00		
25	Percent markup for traffic engineering escort/permits		\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	10%	\$ 1,100.00	\$ 1,077.00		
26	Percent markup for barricade rental services		\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	10%	\$ 1,100.00	\$ 1,077.00		
27	Percent markup for approved rental of equipment		\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	10%	\$ 1,100.00	\$ 1,077.00		
28	Emergency Callout Fee		Number of Events	Extended Price	Number of Events	Extended Price	Number of Events	One Time Fee per Event	Number of Events	One Time Fee per Event		
	One time fee per callout event		4	\$ 400.00	4	\$ 25.00	\$ 100.00	\$ -	4	\$ -		
	Total Bid Price (Enter this number in the Bid Workbook Page 1)			\$ 743,122.76		\$ 767,061.50				\$ 665,885.95		



## Best and Final Offers

#	Description of Work (For all work listed below, the mobilization allotment shall be included in the Minimum callout, until actual work time meets minimum callout time.)	3 Yr. Forecast (hours)	Beyel Brothers Inc				CRANE AND RIGGING				SIM'S CRANE & EQUIPMENT CO			
			Straight Time	Overtime 10% forecast	Extended Price	Straight Time	Overtime 10% forecast	Extended Price	Straight Time	Overtime 10% forecast	Extended Price	Minimum callout (min, hrs paid, may include Mob)	Mobilization Allotment in hours each way	
1	Riggers	400	\$ 75.00	\$ 105.00	\$ 31,200.00	\$ 85.00	\$ 100.00	\$ 34,600.00	\$ 69.71	\$ 96.71	\$ 28,964.00	4	1	
2	Foreman	100	\$ 95.00	\$ 125.00	\$ 9,800.00	\$ 95.00	\$ 110.00	\$ 9,650.00	\$ 90.39	\$ 117.39	\$ 9,309.00	4	1	
3	15 ton Cap. Crane w/ all rigging & Driver / operator	100	\$ 105.00	\$ 142.50	\$ 10,875.00	\$ 125.00	\$ 140.00	\$ 12,650.00	\$ 100.24	\$ 127.24	\$ 10,294.00	4	1	
4	30 ton Cap. Crane w/ all rigging & Driver / operator	100	\$ 110.00	\$ 147.50	\$ 11,375.00	\$ 150.00	\$ 165.00	\$ 15,150.00	\$ 111.08	\$ 138.08	\$ 11,378.00	4	1	
5	40 ton Cap. Crane w/ all rigging & Driver / operator	1500	\$ 120.00	\$ 157.50	\$ 185,625.00	\$ 160.00	\$ 175.00	\$ 242,250.00	\$ 153.75	\$ 162.70	\$ 207,600.00	4	1	
6	50 ton Cap. Crane w/ all rigging & Driver / operator	100	\$ 135.00	\$ 172.50	\$ 13,875.00	\$ 175.00	\$ 190.00	\$ 17,650.00	\$ 151.46	\$ 178.46	\$ 15,416.00	4	1	
7	70 ton Cap. Crane w/ all rigging & Driver / operator	1500	\$ 165.00	\$ 202.50	\$ 251,125.00	\$ 195.00	\$ 210.00	\$ 294,750.00	\$ 175.10	\$ 202.10	\$ 266,700.00	4	1	
8	125 ton Cap. Crane w/ all rigging & Driver / operator, less counterweights trucks (line 13)	40	\$ 285.00	\$ 322.50	\$ 11,550.00	\$ 300.00	\$ 330.00	\$ 12,120.00	\$ 3315.96	\$ 382.96	\$ 12,836.40	8	2	
9	170 ton Cap. Crane w/ all rigging & Driver / operator counterweights trucks (line 13) - includes maximum of 2 hours mobilization ~ 3 counter weight trucks (minimum callout 8 hours)	40	\$ 365.00	\$ 402.50	\$ 14,750.00	\$ 390.00	\$ 420.00	\$ 15,720.00	\$ 335.66	\$ 382.66	\$ 13,614.40	8	2	
10	250 ton Cap. Crane w/ all rigging & Driver / operator counterweights trucks (line 13) - 4 counter weight trucks (see counter weight truck line)	40	\$ 525.00	\$ 562.50	\$ 21,150.00	\$ 600.00	\$ 630.00	\$ 24,120.00	\$ 386.88	\$ 433.88	\$ 15,663.20	8	2	
11	350 ton Cap. Crane w/ all rigging & Driver / operator counterweights trucks (line 13) ~ 7 counterweight trucks	40	\$ 750.00	\$ 787.50	\$ 30,150.00	\$ 750.00	\$ 780.00	\$ 30,120.00	\$ 479.47	\$ 526.47	\$ 19,366.80	8	2	
12	Tractor, Trailer and Driver (single axle)	100	\$ 102.00	\$ 139.50	\$ 10,575.00	\$ 115.00	\$ 130.00	\$ 11,650.00	\$ 79.56	\$ 106.56	\$ 8,226.00	2	2	
13	Tractor, Trailer and Driver (double axle) - counter weight truck	160	\$ 525.00	\$ 562.50	\$ 84,600.00	\$ 125.00	\$ 140.00	\$ 20,740.00	\$ 170.24	\$ 177.24	\$ 16,470.40	2	2	
14	Tractor and Driver (single axle)	8	\$ 65.00	\$ 102.50	\$ 550.00	\$ 115.00	\$ 130.00	\$ 932.00	\$ 79.56	\$ 106.56	\$ 658.08	2	1	
15	Tractor and Driver (double axle)	8	\$ 80.00	\$ 117.50	\$ 670.00	\$ 125.00	\$ 140.00	\$ 1,012.00	\$ 100.24	\$ 127.24	\$ 823.52	2	1	
16	50 ton cap. Lowboy with tractor and driver	8	\$ 165.00	\$ 202.50	\$ 1,350.00	\$ 125.00	\$ 155.00	\$ 1,024.00	\$ 141.61	\$ 168.61	\$ 1,154.48	4	1	
17	75 ton cap. Lowboy with tractor and driver	8	\$ 498.00	\$ 535.50	\$ 4,014.00	\$ 185.00	\$ 215.00	\$ 1,504.00	\$ 182.00	\$ 209.00	\$ 1,477.60	4	1	
18	110 ton cap. Lowboy with tractor and driver	8	\$ 699.00	\$ 736.50	\$ 5,622.00	\$ 250.00	\$ 280.00	\$ 2,024.00	\$ 386.88	\$ 413.88	\$ 3,116.64	4	1	
19	200 ton cap. Beann dolly system w/ tractor and driver	8	\$ 833.00	\$ 870.50	\$ 6,694.00	\$ 1,500.00	\$ 1,650.00	\$ 12,120.00	\$ 591.76	\$ 618.76	\$ 4,755.68	4	2	
20	Backhoe tractor, front end loader equipped with 15' digging boom and 24" bucket (front end loader, 1 yard cap, with auto leveling), operator and driver	8	\$ 100.12	\$ 121.12	\$ 817.76	\$ 100.00	\$ 115.00	\$ 812.00	\$ 100.24	\$ 127.24	\$ 823.52	4	1	
21	4 ton cap forklift with necessary rigging and operator / drive	8	\$ 110.00	\$ 147.50	\$ 910.00	\$ 150.00	\$ 165.00	\$ 1,212.00	\$ 100.24	\$ 127.24	\$ 823.52	4	1	
22	service fee for over the road permitting	5	\$ 50.00	\$ 75.00	\$ 262.50	\$ 30.00	\$ 33.00	\$ 151.50	\$ 284.44	\$ -	\$ 1,279.88			
23	Cost + Fixed Percentage Markup for Ad Hoc Services		5 year cost	%markup (10% max)	Extended Price	5 year cost	%markup (10% max)	Extended Price						
24	Percent markup for police and or DOT escorts		\$ 1,000.00	0.00%	\$ 1,000.00	\$ 1,000.00	10%	\$ 1,100.00	\$ 1,000.00	7.7%	\$ 1,077.00			
25	Percent markup for flaggers		\$ 1,000.00	0.00%	\$ 1,000.00	\$ 1,000.00	10%	\$ 1,100.00	\$ 1,000.00	7.7%	\$ 1,077.00			
26	Percent markup for traffic engineering escort/permits		\$ 1,000.00	0.00%	\$ 1,000.00	\$ 1,000.00	10%	\$ 1,100.00	\$ 1,000.00	7.7%	\$ 1,077.00			
27	Percent markup for barricade rental services		\$ 1,000.00	0.00%	\$ 1,000.00	\$ 1,000.00	10%	\$ 1,100.00	\$ 1,000.00	7.7%	\$ 1,077.00			
28	Emergency Callout Fee		Number of Events	One Time Fee per event	Extended Price	Number of Events	One Time Fee per event	Extended Price						
	One time fee per callout event		4	\$ -	\$ -	4	\$ 75.00	\$ 300.00	4	\$ -	\$ -			
	Total Bid Price (Enter this number in the Bid Workbook Page 1)			\$ 713,722.50	\$ 714,540.26			\$ 767,061.50			\$ 656,126.22			
	BAFO Totals			\$ 713,722.50	\$ 714,540.26			\$ 767,061.50			\$ 656,126.22		(9,739.73)	
	Totals from Evaluations (Safety Presentations)				91.82			85.5			100.0		-1.48%	
	Total Points				18.5			23			21		Total BAFO	
					110.3			108.5			121.0			



#	Description of Work (For all work listed below, the mobilization allotment shall be included in the Minimum callout, until actual work time meets minimum callout time).	3 yr. Forecast (hours)	Straight Time	Overtime 10% forecast	Extended Price	Minimum callout (min, hrs paid, may include Mob)	Mobilization Allotment in hours each way
1	Riggers	400	\$ 69.71	\$ 96.71	\$ 28,964.00	4	1
2	Foreman	100	\$ 90.39	\$ 117.39	\$ 9,309.00	4	1
3	15 ton Cap. Crane w/ all rigging & Driver / operator	100	\$ 100.24	\$ 127.24	\$ 10,294.00	4	1
4	30 ton Cap. Crane w/ all rigging & Driver / operator	100	\$ 111.08	\$ 138.08	\$ 11,378.00	4	1
5	40 ton Cap. Crane w/ all rigging & Driver / operator	1500	\$ 135.70	\$ 162.70	\$ 207,600.00	4	1
6	50 ton Cap. Crane w/ all rigging & Driver / operator	100	\$ 151.46	\$ 178.46	\$ 15,416.00	4	1
7	70 ton Cap. Crane w/ all rigging & Driver / operator	1500	\$ 175.10	\$ 202.10	\$ 266,700.00	4	1
8	125 ton Cap. Crane w/ all rigging & Driver / operator, less counterweights trucks (line 13)	40	\$ 315.96	\$ 362.96	\$ 12,826.40	8	2
9	170 ton Cap. Crane w/ all rigging & Driver / operator counterweights trucks (line 13) - includes maximum of 2 hours mobilization ~ 3 counter weight trucks (minimum callout 8 hours)	40	\$ 335.66	\$ 382.66	\$ 13,614.40	8	2
10	250 ton Cap. Crane w/ all rigging & Driver / operator counterweights trucks (line 13) ~ 4 counter weight trucks (see counter weight truck line)	40	\$ 386.88	\$ 433.88	\$ 15,663.20	8	2
11	350 ton Cap. Crane w/ all rigging & Driver / operator counterweights trucks (line 13) ~ 7 counterweight trucks	40	\$ 479.47	\$ 526.47	\$ 19,366.80	8	2
12	Tractor, Trailer and Driver (single axle)	100	\$ 79.56	\$ 106.56	\$ 8,226.00	2	2
13	Tractor, Trailer and Driver (double axle) - counter weight truck	160	\$ 100.24	\$ 127.24	\$ 16,470.40	2	2
14	Tractor and Driver (single axle)	8	\$ 79.56	\$ 106.56	\$ 658.08	2	1
15	Tractor and Driver (double axle)	8	\$ 100.24	\$ 127.24	\$ 823.52	2	1
16	50 ton cap. Lowboy with tractor and driver	8	\$ 141.61	\$ 168.61	\$ 1,154.48	4	1
17	75 ton cap. Lowboy with tractor and driver	8	\$ 182.00	\$ 209.00	\$ 1,477.60	4	1
18	110 ton cap. Lowboy with tractor and driver	8	\$ 386.88	\$ 413.88	\$ 3,116.64	4	1
19	200 ton cap. Beam dolly system w/ tractor and driver	8	\$ 591.76	\$ 618.76	\$ 4,755.68	4	2
20	Backhoe tractor, front end loader equipped with 15' digging boom and 24" bucket (front end loader, 1 yard cap, with auto leveling), operator and driver	8	\$ 100.24	\$ 127.24	\$ 823.52	4	1
21	4 ton cap forklift with necessary rigging and operator / drive	8	\$ 100.24	\$ 127.24	\$ 823.52	4	1
22	service fee for over the road permitting	5	\$ 284.44	\$ -	\$ 1,279.98		
<b>Cost + Fixed Percentage Markup for Ad Hoc Services</b>			<b>5 year cost</b>	<b>%markup (10% max)</b>	<b>Extended Price</b>		
23	Percent markup for police and or DOT escorts		\$ 1,000.00	7.70%	\$ 1,077.00		
24	Percent markup for flaggers		\$ 1,000.00	7.70%	\$ 1,077.00		
25	Percent markup for traffic engineering escort/permits		\$ 1,000.00	7.70%	\$ 1,077.00		
26	Percent markup for barricade rental services		\$ 1,000.00	7.70%	\$ 1,077.00		
27	Percent markup for approved rental of equipment		\$ 1,000.00	7.70%	\$ 1,077.00		
<b>Emergency Callout Fee</b>			<b>Number of Events</b>	<b>One Time Fee per Event</b>	<b>Extended Price</b>		
28	One time fee per callout event		4	\$ -	\$ -		
<b>Total Bid Price (Enter this number in the Bid Workbook Page 1)</b>					<b>\$ 656,126.22</b>		



## 113-18 Addendum 2, Request for Best and Final Offers, Crane, Rigging and Heavy Hauling Services

#	Description of Work (For all work listed below, the mobilization allotment shall be included in the Minimum callout, until actual work time meets minimum callout time).	3 yr. Forecast (hours)	Straight Time	Overtime 10% forecast	Extended Price	Minimum callout (min, hrs paid, may include Mob)	Mobilization Allotment in hours each way
1	Riggers	400	\$ 75.00	\$ 105.00	\$ 31,200.00	4	1
2	Foreman	100	\$ 95.00	\$ 125.00	\$ 9,800.00	4	1
3	15 ton Cap. Crane w/ all rigging & Driver / operator	100	\$ 105.00	\$ 142.50	\$ 10,875.00	4	1
4	30 ton Cap. Crane w/ all rigging & Driver / operator	100	\$ 110.00	\$ 147.50	\$ 11,375.00	4	1
5	40 ton Cap. Crane w/ all rigging & Driver / operator	1500	\$ 120.00	\$ 157.50	\$ 185,625.00	4	1
6	50 ton Cap. Crane w/ all rigging & Driver / operator	100	\$ 135.00	\$ 172.50	\$ 13,875.00	4	1
7	70 ton Cap. Crane w/ all rigging & Driver / operator	1500	\$ 165.00	\$ 202.50	\$ 253,125.00	4	1
8	125 ton Cap. Crane w/ all rigging & Driver / operator, less counterweights trucks (line 13)	40	\$ 285.00	\$ 322.50	\$ 11,550.00	8	2
9	170 ton Cap. Crane w/ all rigging & Driver / operator counterweights trucks (line 13) - includes maximum of 2 hours mobilization ~ 3 counter weight trucks (minimum callout 8 hours)	40	\$ 365.00	\$ 402.50	\$ 14,750.00	8	2
10	250 ton Cap. Crane w/ all rigging & Driver / operator counterweights trucks (line 13) ~ 4 counter weight trucks (see counter weight truck line)	40	\$ 525.00	\$ 562.50	\$ 21,150.00	8	2
11	350 ton Cap. Crane w/ all rigging & Driver / operator counterweights trucks (line 13) ~ 7 counterweight trucks	40	\$ 750.00	\$ 787.50	\$ 30,150.00	8	2
12	Tractor, Trailer and Driver (single axle)	100	\$ 102.00	\$ 139.50	\$ 10,575.00	2	
13	Tractor, Trailer and Driver (double axle) - counter weight truck	160	\$ 525.00	\$ 562.50	\$ 84,600.00	2	2
14	Tractor and Driver (single axle)	8	\$ 65.00	\$ 102.50	\$ 550.00	2	1
15	Tractor and Driver (double axle)	8	\$ 80.00	\$ 117.50	\$ 670.00	2	1
16	50 ton cap. Lowboy with tractor and driver	8	\$ 165.00	\$ 202.50	\$ 1,350.00	4	1
17	75 ton cap. Lowboy with tractor and driver	8	\$ 498.00	\$ 535.50	\$ 4,014.00	4	1
18	110 ton cap. Lowboy with tractor and driver	8	\$ 699.00	\$ 736.50	\$ 5,622.00	4	1
19	200 ton cap. Beam dolly system w/ tractor and driver	8	\$ 833.00	\$ 870.50	\$ 6,694.00	4	2
20	Backhoe tractor, front end loader equipped with 15' digging boom and 24" bucket (front end loader, 1 yard cap, with auto leveling), operator and driver	8	\$ -	\$ -	\$ -	4	1
21	4 ton cap forklift with necessary rigging and operator / drive	8	\$ 110.00	\$ 147.50	\$ 910.00	4	1
22	service fee for over the road permitting	5	\$ 50.00	\$ 75.00	\$ 262.50		
<b>Cost + Fixed Percentage Markup for Ad Hoc Services</b>			<b>5 year cost</b>	<b>%markup (10% max)</b>	<b>Extended Price</b>		
23	Percent markup for police and DOT escorts		\$ 1,000.00	0.00%	\$ 1,000.00		
24	Percent markup for flaggers		\$ 1,000.00	0.00%	\$ 1,000.00		
25	Percent markup for traffic engineering escort/permits		\$ 1,000.00	0.00%	\$ 1,000.00		
26	Percent markup for barricade rental services		\$ 1,000.00	0.00%	\$ 1,000.00		
27	Percent markup for approved rental of equipment		\$ 1,000.00	0.00%	\$ 1,000.00		
Emergency Callout Fee			Number of Events	One Time Fee per Event	Extended Price		
28	One time fee per callout event		4	\$ -	\$ -		
					<b>\$ 713,722.50</b>		

Total Bid Price (Enter this number in the Bid Workbook Page 1)



Building Community®

Procurement Bid Office  
Customer Center 1<sup>st</sup> Floor, Room 002  
21 W. Church Street  
Jacksonville, Florida 32202

October 11, 2018

Addendum Number: TWO (2)

Title: Crane, Rigging and Heavy Hauling Services

JEA Solicitation Number: 113-18

BAFO Due Date: October 19, 2018

Due Date Time: 12:00 PM

This Addendum 2 requests the Respondents to submit their Best and Final Offers (BAFOs) electronically in pdf by October 19, 2018, 12:00 PM Noon (EST) by email to: [lovgrd@jea.com](mailto:lovgrd@jea.com). Respondents not submitting a BAFO will have their first round submitted Total Bid Price used in Evaluation. Individual Unit Prices for specific scopes of work may change (increase or decrease), however, the submitted BAFO Total Bid Price (Total Response price) cannot be higher than the submitted first round Total Bid Price.

- Documents to submit with your BAFO Response by email.
  - Bid Form – Attached to this Addendum 2.
  - BAFO Bid Workbook – excel file attachment to Addendum 2.

A handwritten signature in blue ink, enclosed within a hand-drawn blue circle. The signature appears to be the initials 'Ker'.



113-18 **ADDENDUM 2 BAFO** APPENDIX B BID FORM  
CRANE, RIGGING AND HEAVY HAULING SERVICES FOR JEA

Submit an electronic copy pdf by email to: [loverd@jea.com](mailto:loverd@jea.com) by October 19, 2018, 12:00 PM noon.

Company Name: Bayel Brothers Crane & Rigging

Company's Address: 550 C. dco Rd, Cocoa FL 32924

License Number: n/a

Phone Number: 321-672-2000 FAX No: 321-631-0371 Email Address: info@bayel.com

**BID SECURITY REQUIREMENTS**

- None required
- Certified Check or Bond Five Percent (5%)

**TERM OF CONTRACT**

- One Time Purchase
- Annual Requirements, 3 years + 2, 1 year renewals
- Other, Specify- Project Completion

**SAMPLE REQUIREMENTS**

- None required
- Samples required prior to Response Opening
- Samples may be required subsequent to Bid Opening

**SECTION 255.05, FLORIDA STATUTES CONTRACT BOND**

- None required
- Bond required 100% of Bid Award

**QUANTITIES**

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

**INSURANCE REQUIREMENTS**

Insurance required

**PAYMENT DISCOUNTS**

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

Item No.	ENTER YOUR BID FOR THE FOLLOWING DESCRIBED ARTICLES OR SERVICES	TOTAL BID PRICE
1	Total Bid Price from the Bid Workbook for 113-18	\$ <u>713,722.50</u>

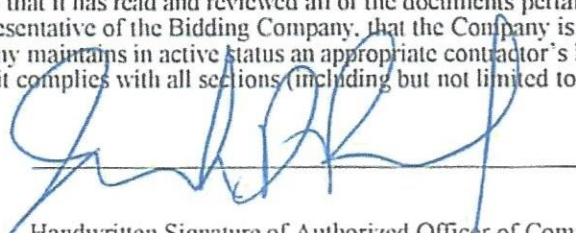
I have read and understood the Sunshine Law/Public Records clauses contained within this solicitation. I understand that in the absence of a redacted copy my proposal will be disclosed to the public "as-is".

**BIDDER CERTIFICATION**

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

We have received addenda

2 through 2



10/19/18

Handwritten Signature of Authorized Officer of Company or Agent      Date

Joseph D. Beyel, President      10/19/18

Printed Name and Title

Acknowledge receipt of this addendum on the Response Form



## Formal Bid and Award System

Award #6 April 8, 2021

**Type of Award Request:** JOINT PROJECT  
**Requestor Name:** Jackson, Christopher A. - Dir Customer Revenue  
**Requestor Phone:** 904-665-8580  
**Project Title:** Emergency Rental Assistance Program (ERAP)- Utility Assistance Funds  
**Project Number:** N/A  
**Project Location:** JEA  
**Funds:** City is the grant recipient of a federal award from the U.S. Department of Treasury  
**Budget Estimate:** \$5,000,000.00

### Scope of Work:

This award is for a joint project with the City of Jacksonville. The City is the grant recipient of a federal award from the U.S. Department of Treasury in the amount of \$28,920,070.08 for local implementation of the Emergency Rental Assistance Program (the "Program"). The Jacksonville City Council appropriated \$5,000,000.00 of these funds to be used to provide emergency utility assistance to qualified, eligible households in Duval County, Florida in accordance with the grant as more particularly outlined in the attached Agreement. The City has procured the services of the United Way of Northeast Florida and Civitas, LLC to assist with the implementation of the Program. This is a joint project with the City, the United Way, and Civitas, with JEA providing utility assistance to eligible households. JEA will work with the City, United Way and Civitas to provide this assistance and gather related data in compliance with grant requirements.

**JEA IFB/RFP/State/City/GSA#:** GC #1423354, ORDINANCE 2021-156-E  
**Purchasing Agent:** Dambrose, Nickolas C.  
**Is this a Ratification?:** NO

### RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
JEA	Christopher Jackson	jackca@jea.com	21 W Church Street Jacksonville, FL 32202	904-665- 8580	\$5,000,000.00

**Amount for entire term of Contract/PO:** \$5,000,000.00  
**Award Amount for remainder of this FY:** \$5,000,000.00  
**Length of Contract/PO Term:** Eight and one half months (8.5 months), or until grant funding expires, if later  
**Begin Date (mm/dd/yyyy):** 04/08/2021  
**End Date (mm/dd/yyyy):** 12/31/2021  
**Renewal Options:** No  
**JSEB Requirement:** N/A

### Background/Recommendations:

The City will disburse the \$5,000,000.00 Utility Assistance Funds to JEA in one lump sum payment within five (5) business days of the City's execution of the attached Agreement. JEA will deposit the Utility



Assistance Funds in a separate, secured and insured bank account, or use a separate budgetary accounting system, in compliance with grant requirements to ensure expenditures and disbursements of the Utility Assistance Funds can be accurately and adequately determined by reference to JEA's book of accounts. The complete Agreement is attached as backup.

JEA will only disburse Utility Assistance Funds to pay utility and home energy costs and utility and home energy costs arrears for eligible households in Duval County in accordance with grant requirements and other applicable laws. No administrative costs are authorized by the Agreement.

JEA will provide the City's Contract Manager with a monthly report that includes a detailed summary of the Utility Assistance Funds disbursed pursuant to the Agreement including all information required to be reported by the City and/or its sub recipients in accordance with grant requirements. The Report will include, but not be limited to, documentation of disbursement amounts for utility and home energy costs assistance for eligible households, number of clients served, and data on each utility and home energy costs assistance recipient. JEA will cooperate with the City, United Way and Civitas as may be reasonably necessary to assist the City in complying with the data collection and reporting requirements.

JEA will, at a minimum, collect information from each applicant/household and retain records on the following:

- Address of the rental unit
- Name, address, social security number, tax identification number or DUNS number, as applicable, for utility provider(s)
- Total amount of each type of assistance provided to each household (i.e., utilities and home energy costs, utilities and home energy costs arrears)
- Amount and percentage of separately stated utility and home energy costs covered by the Utility Assistance Funds
- Number of months of utility or home energy cost payments for which Utility Assistance Funds are provided; and
- Any other information required to be collected by the U.S. Department of Treasury, as provided in writing to JEA by the City.


All information described above shall be included in the monthly reports submitted to the City pursuant to the terms of the Agreement.

Request approval to award payment to JEA for Emergency Rental Assistance Program (ERAP)- Utility Assistance Funds in the amount of \$5,000,000.00, subject to the availability of lawfully appropriated funds.

**Director:** Jackson, Christopher A. - Dir Customer Revenue

**VP:** Pressley, Sheila E. - Chief Customer Officer

**APPROVALS:**

 \_\_\_\_\_ 04/08/2021

**Chairman, Awards Committee**

**Date**

**EMERGENCY RENTAL ASSISTANCE PROGRAM  
AGREEMENT**

THIS EMERGENCY RENTAL ASSISTANCE PROGRAM AGREEMENT (this “**Agreement**”) is made and entered into on this \_\_\_ day of \_\_\_\_\_, 2021, by and between the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the laws of the State of Florida (the “**City**”), and **JEA**, a body politic and corporate in the City of Jacksonville, Florida (“**JEA**”).

**RECITALS:**

WHEREAS, the City is the grant recipient of a federal award from the U.S. Department of Treasury pursuant to Section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (December 27, 2020) (the “**Act**”) in the amount of \$28,920,070.08 (the “**Appropriations Act Funds**”), for local implementation of the Emergency Rental Assistance Program (the “**Program**”) established by the Act; and

WHEREAS, pursuant to Article 21 of the City of Jacksonville’s Charter, JEA owns, manages and operates for the benefit of the City of Jacksonville electric, water and sewer utility systems within the City of Jacksonville; and

WHEREAS, pursuant to Ordinance 2021-156-E, the City appropriated the Appropriations Act Funds for the Program which was created to provide emergency rent and utility assistance to eligible households affected by the economic impacts of the Coronavirus pandemic (the “**Appropriation Ordinance**”); and

WHEREAS, pursuant to the Appropriation Ordinance, the Jacksonville City Council appropriated \$5,000,000 of the Appropriations Act Funds (the “**Utility Assistance Funds**”) to be used to provide emergency utility assistance to qualified, eligible households in Duval County, Florida in accordance with the Act as more particularly outlined in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, the Parties agree as follows:

**Section 1.     Recitals.** The Parties hereto acknowledge the foregoing recitals are true and correct and are incorporated herein by this reference.

**Section 2.     Term.** The term of this Agreement shall commence on the Effective Date and, unless sooner terminated as provided herein, shall remain in full force and effect until December 31, 2021 or such later date that the Act grant funding expires (the “**Term**”).

**Section 3.     Use of Funds.** JEA shall only disburse Utility Assistance Funds to pay utility and home energy costs and utility and home energy costs arrears for eligible households in Duval County in accordance with the Act and other applicable laws. Disbursement of the Utility Assistance Funds shall be made by JEA subject to the terms of the Act, the Appropriation Ordinance, and this Agreement. No administrative costs are authorized by this Agreement.

**Section 4. Payment.**

(a) The City's obligations under this Agreement are contingent upon the availability of lawfully appropriated funds therefor. The Utility Assistance Funds provided to JEA pursuant to this Agreement shall be subject to the terms of the Act, the Appropriation Ordinance, and the audit requirements contained in **Exhibit A**, attached hereto, all of which are incorporated herein by this reference. The City will disburse the Utility Assistance Funds to JEA in one lump sum payment within five (5) business days of the City's execution of this Agreement.

(b) Pursuant to Title 2 U.S. Code of Federal Regulations (CFR) Part 200, (Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards), JEA shall deposit the Utility Assistance Funds in a separate, secured and insured bank account in accordance with 2 CFR § 200.305(b)(7)(ii) to ensure expenditures and disbursements of the Utility Assistance Funds can be accurately and adequately determined by reference to JEA's book of accounts. Where deposit in a separate insured bank account is not feasible, and upon the City's approval, JEA shall maintain a separate budgetary accounting system for the Utility Assistance Funds so that JEA's receipt and disbursement of the Utility Assistance Funds can be accurately and adequately determined by reference to the bank statements or books of accounts, as applicable, regarding the Utility Assistance Funds.

(c) If JEA comes under investigation by any government or funding agency for activities pursuant to this Agreement; including, for example, but not limited to, misuse of the Utility Assistance Funds, improper accounting for the Utility Assistance Funds, multiple billing of the Services or clients to one or more funding sources, or any other improper activities, all expenditures or disbursements of Utility Assistance Funds may be suspended, in the sole discretion of the City, until the investigation has been resolved in JEA's favor or the alleged misuses have been satisfactorily explained to the City's council auditors.

i. If the investigation has been resolved favorably to JEA, or if, prior to such resolution, JEA's explanation of the circumstances has been accepted by the City's council auditor as satisfactory, then disbursement of the Utility Assistance Funds may resume, as appropriate.

ii. If the investigation has been resolved adversely to JEA or if prior to such resolution, JEA's explanation has been found unacceptable by the City's council auditors, then this Agreement shall immediately terminate and all remaining Utility Assistance Funds shall be returned to the City. Furthermore, in the event of an adverse resolution, JEA shall return to the City, all misused funds, all improperly accounted for funds, and all funds subject to multiple billings.

iii. If the investigation extends beyond September 30, 2021, if requested by the City, JEA shall return all Utility Assistance Funds remaining unspent or

unencumbered so that the City may coordinate disbursement of those funds in accordance with the Act.

**Section 5. Reporting.** JEA shall provide the City's Contract Manager with a monthly report that includes a detailed summary of the Utility Assistance Funds disbursed pursuant to this Agreement including all information required to be reported by the City and/or its subrecipients in accordance with the Act, the information outlined in Exhibit A, and any additional information the City may reasonably require (the "City Report") to confirm JEA's compliance with this Agreement and the Act. The City Report will include, but not be limited to, documentation of disbursement amounts for utility and home energy costs assistance for eligible households, number of clients served, and data on each utility and home energy costs assistance recipient as provided below. JEA shall cooperate with the City and any City contractor providing Program services to the City as may be reasonably necessary to assist the City in complying with the data collection and reporting requirements of the Act.

JEA shall, at a minimum, collect information from each applicant/household and retain records on the following:

- Address of the rental unit
- Name, address, social security number, tax identification number or DUNS number, as applicable, for utility provider(s)
- Total amount of each type of assistance provided to each household (*i.e.*, utilities and home energy costs, utilities and home energy costs arrears)
- Amount and percentage of separately stated utility and home energy costs covered by the Utility Assistance Funds
- Number of months of utility or home energy cost payments for which Utility Assistance Funds are provided; and
- Any other information required to be collected by the U.S. Department of Treasury, as provided in writing to JEA by the City.

All information described above shall be included in the monthly reports submitted to the City pursuant to the terms of the Agreement.

**Section 6. Termination.** Except as otherwise specifically provided herein, this Agreement may only be terminated upon the occurrence of any of the following events:

- (a) by mutual written agreement of the parties; or
- (b) by the non-defaulting party, upon a material breach of any other provision of this Agreement by the other party, if such breach is not cured within thirty (30) calendar days after written notice is provided to the alleged defaulting party.

**Section 7. Effect of Termination.** Upon termination, neither party shall have any further obligations under this Agreement except for those accruing prior to the date of termination.

**Section 8. Supervening Law.** This Agreement is at all times subject to applicable state, local

and federal laws and regulations. It is the intent of both Parties to comply in all aspects with such laws. If (a) any legislation, regulations, rules or procedures are promulgated, adopted or implemented by any federal, state or local governmental or legislative body, or by any private agency which (i) materially and adversely affect the Parties' abilities to meet their respective obligations, (ii) invalidate the terms of this Agreement, or (iii) which materially limit or restrict the amount of reimbursement or payment for services either Party is able to receive; or (b) either Party receives notice of an actual or threatened decision, finding or action by any governmental or private agency, court or other third party which, if implemented, would have the effect of (i) revoking or jeopardizing the JEA's tax exempt status or the exempt status of its property or tax exempt financings and obligations, (ii) prohibiting or restricting the provision of services or financial arrangements in this Agreement, or (iii) subjecting either Party to civil or criminal prosecution or other adverse proceedings on the basis of this Agreement; then either Party may terminate this Agreement upon ninety (90) days' written notice to the other Party. The notice must specify the relevant legislation, regulation or action that serves as the basis for the notice of termination. During the ninety-day notice period, the Parties shall negotiate in good faith to accomplish an amendment(s) to the Agreement that resolves the issue specified. If agreement on the amendment(s) is not reached within such ninety-day period as evidenced by a writing signed by both Parties, or if resolution is not possible in order to comply with any law or regulation, the termination shall take effect.

**Section 9. Access to Records.** To the extent required by law, until the expiration of five (5) years after the furnishing of Services pursuant to this Agreement, each Party agrees to make available upon receipt of written request from the U.S. Department of the Treasury or the U.S. Comptroller General or any of their duly authorized representatives, this Agreement and the books, documents and records that are necessary to certify the nature and extent of costs of services provided by JEA hereunder.

**Section 10. Force Majeure.** Neither Party shall be liable or be deemed in default of this Agreement for any delay or failure to perform caused by acts of God, war, disasters, strikes, pandemic, or any similar cause beyond the control of either Party.

**Section 11. Indemnification.** Subject to the provisions of Section 768.28, Florida Statutes, each party (the "Indemnifying Party") shall indemnify, defend and hold harmless the other party, its subsidiaries and affiliates, together with their respective directors, officers, agents, representatives and employees (collectively, the "Indemnified Party"), from and against any damages, liabilities, losses and costs, including but not limited to reasonable attorneys' fees the Indemnified Party may incur or suffer by reason of or arising out of any third party claim caused by the Indemnifying Party's negligence, recklessness or intentionally wrongful conduct. To the extent that either party is only partially responsible for a claim or loss, either party's obligation to indemnify, defend and hold harmless the other shall be reduced to the extent of the party's apportioned responsibility. Nothing in this Agreement shall be construed as a waiver or limitation of either party's rights accorded by the Florida Constitution as codified in Section 768.28, Florida Statutes. Such terms of indemnity shall survive the expiration or termination of this Agreement.

**Section 12. Contract Managers.** Each party will designate a Contract Manager during the Term whose responsibility shall be to oversee the party's performance of its duties and obligations pursuant to the terms of this Contract. As of the Effective Date, the City's Contract Manager is Stephanie Burch, Deputy Chief Administrative Officer, 117 West Duval Street, Suite 400, Jacksonville, Florida 32202, stephanieb@coj.net; JEA's Contract Manager is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, Jacksonville, Florida 32202, (904) \_\_\_\_\_. Each party shall provide prompt written notice to the other party of any changes to the party's Contract Manager or his or her contact information.

**Section 13. Authority; No Conflict.** Each party has full power and authority to execute and deliver this Agreement and all documents contemplated by this Agreement, and to perform its contractual obligations. Entering into this Agreement will not conflict with or result in a breach of any other agreement to which either the City or JEA is a party. The individual signing on behalf of each party has full power and authority to do so, and each party shall deliver to the other party promptly upon request all documents reasonably requested by such party to evidence that authority. The making, execution and delivery of this Agreement and performance of all contractual obligations by each party have been duly authorized and approved by all necessary action of each party.

**Section 14. Public Records.** All documents, data and other records received by the City in connection with this Agreement are public records and available for public inspection unless specifically exempt by law. JEA shall allow public access to all documents, data and other records made or received by JEA in connection with this Agreement unless the records are exempt from Section 24(a) of Article I of the Florida Constitution or subsection 119.07(1), Florida Statutes.

**Section 15. Governing Law and Venue.** This Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of Florida, except that no Florida conflicts of law or choice of law provision shall apply to this Agreement. Venue for the purposes of any action arising from or related to this Agreement shall lie exclusively in the jurisdictional courts located in Duval County, Florida.

**Section 16. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of each party, its successors and assigns.

**Section 17. Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other Party. Any purported assignment in violation of this Section is void. Such written consent, if given, shall not in any manner relieve the assignor from liability for the performance of this Agreement by its assignee.

**Section 18. Entire Agreement; Amendment.** This Agreement and the attached Exhibit(s) constitute the entire agreement between the parties and supersede all prior oral and written agreements relating to the same subject matter. This Agreement and the Exhibit(s) may be amended only in a writing signed by each of the Parties.

**Section 19. Severability.** In the event any part or parts of this Agreement are held to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect as if the invalid or unenforceable provision had never been a part of the Agreement.

**Section 20. Waiver.** The failure of either Party to complain of any default by the other Party or to enforce any of such Party's rights, no matter how long such failure may continue, will not constitute a waiver of the Party's rights under this Agreement. No waiver of any provision of this Agreement shall constitute a waiver of any other provision or a waiver of the same provision at any later time.

**Section 21. Headings.** Section headings are provided solely for the convenience of the Parties and shall not affect the interpretation of this Agreement.

**Section 22. Notice.** Any notice, demand, request, or other communication shall be in writing and shall be deemed to have been duly given on the date of service, if personally served; on the business day after notice is delivered to a courier or mailed by express mail, if sent by courier delivery service or express mail for next day delivery; and on the third day after mailing, if mailed to the party to whom notice is to be given by first class mail, certified with return receipt requested, and addressed as follows:

If to City:                      City of Jacksonville  
   117 West Duval Street, Suite 400  
   Jacksonville, Florida 32202  
   Attn: Deputy Chief Administrative Officer

*With a copy to:*              Office of General Counsel  
   117 West Duval Street, Suite 480  
   Jacksonville, Florida 32202  
   Attn: Corporation Secretary

If to JEA:                        JEA  
   21 West Church Street  
   Jacksonville, Florida 32202  
   Attn: Sheila E. Pressley, Chief Customer Officer

*With a copy to:*              JEA  
   21 West Church Street  
   Jacksonville, Florida 32202  
   Attn: Jody Brooks, Chief Administrative Officer

**Section 23. No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement, except as otherwise expressly provided herein.

**Section 24. Counterparts.** This Agreement may be executed in any number of counterparts which, when taken together, will constitute one original, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original.



**Section 25. Survival.** The rights and obligations of the parties relating to confidentiality, indemnification, insurance, availability of medical records and access to records, along with any other rights and obligations that expressly or by operation of law extend beyond this Agreement, shall survive the termination, expiration, non-renewal, or rescission of this Agreement.

**Section 26. City Authority.** The City is authorized to enter into this Agreement pursuant to the Appropriations Ordinance and Administrative Award Bid No. AD-0354-21 issued March 11, 2021.

**[Remainder of page left blank intentionally. Signature page follows.]**

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

ATTEST:

CITY OF JACKSONVILLE

By \_\_\_\_\_  
James R. McCain, Jr.  
Corporation Secretary

By: \_\_\_\_\_  
Lenny Curry  
Mayor

Encumbrance and funding information for internal City use:

Amount.....\$5,000,000.00

In accordance with Section 24.103(e), of the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement; provided however, this certification is not nor shall it be interpreted as an encumbrance of funding under this Agreement. Actual encumbrance[s] shall be made by subsequent purchase order[s] as specified in said Agreement.

\_\_\_\_\_  
Director of Finance  
City Contract # \_\_\_\_\_  
Purchase Order # POA-70943-21

FORM APPROVED FOR CITY:

By: \_\_\_\_\_  
Office of General Counsel

JEA

By: \_\_\_\_\_  
Jay Stowe  
Managing Director and  
Chief Executive Officer

FORM APPROVED FOR JEA:

By: \_\_\_\_\_  
Office of General Counsel

## Exhibit A

### **Audit Requirements**

The following audit requirements are in addition and supplemental to other audit requirements in this Agreement:

- 1.** JEA shall establish and maintain books, records, contracts, subcontracts, papers, financial records, supporting documents, statistical records, goods, services, and all other documents (the “**Records**”) in a format sufficient to reflect all receipts and expenditures of the Utility Assistance Funds.
- 2.** JEA shall retain all Records pertinent to this Agreement for a period of five (5) years after disbursement of the Utility Assistance Funds. If an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the Records shall be retained, at no cost to the City, until resolution of the audit findings or any litigation based on the terms of this Agreement. Records shall be retained for longer periods when any retention period required by law exceeds the time frames required in this paragraph.
- 3.** Upon demand, at no additional cost to the City, JEA shall facilitate the duplication and transfer of any Records during the applicable retention period.
- 4.** JEA shall provide the Records at all reasonable times for inspection, review, copying, or audit by the City.
- 5.** At all reasonable times for as long as JEA maintains the Records, JEA shall allow persons authorized by the City to have full access to and the right to examine any of the Records, regardless of the form in which kept.
- 6.** JEA, at its cost, shall provide audits or reports as requested by the City, and shall insure that all related party transactions are disclosed to the auditor.
- 7.** JEA shall comply and cooperate immediately with any inspections, reviews, or investigations deemed necessary by the City’s Contract Manager who for the purposes of this Agreement will be Stephanie Burch.
- 8.** JEA shall permit the City to interview any of JEA’s employees, subcontractors, and subcontractors’ employees to assure the City of the satisfactory performance of this Agreement. Following such review, if JEA’s performance is, in the opinion of the City, deficient, the City will deliver to JEA a written report of the deficiencies and request for JEA’s development of a corrective action plan. JEA agrees to prepare and submit to the City a corrective plan within fifteen (15) business days of receiving the City’s written report. JEA shall correct all deficiencies identified in the corrective action plan within ten (10) business days from the City’s receipt of the corrective action plan.

9. All reports, audits, and other information JEA provides pursuant to this Agreement shall contain the following statement: **“The information provided to the City of Jacksonville in this submittal is submitted under penalties of perjury, under Section 837.06, Florida Statutes”**.

10. If JEA uses any contractors or subcontractors in utilization of the Utility Assistance Funds, JEA shall include the audit, inspections, investigations, and record-keeping requirements of this Agreement in all such subcontracts and assignments.

11. JEA shall comply with all Act requirements, as applicable, including but not limited to 2 Code of Federal Regulations 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), as applicable. JEA acknowledges the City must comply with the sub-recipient monitoring requirements of 2 CFR 200.331 and at the request of the City agrees to provide such additional information and documentation to the City as required to comply with such requirements. JEA also acknowledges that payments under this Agreement are subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 C.F.R. § 200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding sub-recipient monitoring and management, and subpart F regarding audit requirements.

1 Introduced by the Council President at the request of the Mayor and  
2 by Council Vice President Newby & Co-Sponsored by Council Member  
3 Priestly Jackson and amended on the Floor of Council:  
4  
5

6 **ORDINANCE 2021-156-E**

7 AN ORDINANCE APPROPRIATING \$28,920,070.08 IN  
8 EMERGENCY RENTAL ASSISTANCE PROGRAM GRANT  
9 FUNDS FROM THE U.S. DEPARTMENT OF TREASURY TO  
10 PROVIDE EMERGENCY RENT AND UTILITY ASSISTANCE  
11 TO ELIGIBLE HOUSEHOLDS IN ACCORDANCE WITH THE  
12 EMERGENCY RENTAL ASSISTANCE PROGRAM (THE "ERA  
13 PROGRAM") ESTABLISHED BY SECTION 501 OF  
14 DIVISION N OF THE CONSOLIDATED APPROPRIATIONS  
15 ACT, 2021, PUB. L. NO. 116-260 (DECEMBER 27,  
16 2020) (THE "ACT") TO MITIGATE THE IMPACTS OF  
17 THE CORONAVIRUS PANDEMIC, AS INITIATED BY  
18 REVISED B.T. 21-054; INVOKING THE EXCEPTION OF  
19 SECTION 126.107(G) (EXEMPTIONS), PART 1  
20 (GENERAL REGULATIONS), CHAPTER 126  
21 (PROCUREMENT CODE), ORDINANCE CODE, TO ALLOW  
22 FOR A DIRECT CONTRACT WITH UNITED WAY OF  
23 NORTHEAST FLORIDA, INC.; APPROVING AND  
24 AUTHORIZING THE MAYOR, OR HIS DESIGNEE, AND  
25 THE CORPORATION SECRETARY TO EXECUTE AND  
26 DELIVER A CONTRACT WITH UNITED WAY OF  
27 NORTHEAST FLORIDA, INC. FOR THE PROVISION OF  
28 ERA PROGRAM SERVICES DESCRIBED IN THIS  
29 ORDINANCE; INVOKING THE EXCEPTION OF SECTION  
30 126.107(G) (EXEMPTIONS), PART 1 (GENERAL



1 REGULATIONS), CHAPTER 126 (PROCUREMENT CODE),  
2 ORDINANCE CODE, TO ALLOW FOR A DIRECT CONTRACT  
3 WITH CIVITAS, LLC; APPROVING AND AUTHORIZING  
4 THE MAYOR, OR HIS DESIGNEE, AND THE  
5 CORPORATION SECRETARY TO EXECUTE AND DELIVER A  
6 CONTRACT WITH CIVITAS, LLC FOR THE PROVISION  
7 OF SUPPORTIVE CONTRACTUAL SERVICES FOR THE ERA  
8 PROGRAM AS DESCRIBED IN THIS ORDINANCE;  
9 APPROVING AND AUTHORIZING THE MAYOR, OR HIS  
10 DESIGNEE, AND THE CORPORATION SECRETARY TO  
11 EXECUTE AND DELIVER A CONTRACT WITH JEA;  
12 WAIVING SECTION 110.112 (ADVANCE OF CITY  
13 FUNDS; PROHIBITION AGAINST), PART 1 (THE CITY  
14 TREASURY), CHAPTER 110 (CITY TREASURY),  
15 ORDINANCE CODE, TO ALLOW FOR ADVANCE PAYMENT  
16 TO UNITED WAY OF NORTHEAST FLORIDA, INC., JEA  
17 AND CIVITAS, LLC AS DESCRIBED IN THIS  
18 ORDINANCE; FURTHER AUTHORIZATIONS; PROVIDING  
19 FOR OVERSIGHT BY THE HOUSING AND COMMUNITY  
20 DEVELOPMENT DIVISION, NEIGHBORHOODS  
21 DEPARTMENT; PROVIDING FOR COMPLIANCE WITH  
22 GRANT FUNDING REQUIREMENTS AND OTHER  
23 REQUIREMENTS AS PROVIDED BY LAW; REQUESTING  
24 EMERGENCY PASSAGE UPON INTRODUCTION; PROVIDING  
25 AN EFFECTIVE DATE.

26  
27 **BE IT ORDAINED** by the Council of the City of Jacksonville:

28 **Section 1. Appropriation.** For the 2020-2021 fiscal year,  
29 within the City's budget, there are hereby appropriated the  
30 indicated sum(s) from the account(s) listed in subsection (a) to  
31 the account(s) listed in subsection (b):

1 (Revised B.T. 21-054 attached hereto as **Revised Exhibit 1**, labeled  
2 as "Revised Exhibit 1, Revised B.T. 21-054, March 9, 2021 - Floor"  
3 and incorporated herein by this reference)

4 (a) Appropriated from:

5 See Revised B.T. 21-054 \$28,920,070.08

6 (b) Appropriated to:

7 See Revised B.T. 21-054 \$28,920,070.08

8 (c) Explanation of Appropriation:

9 The funding above is an appropriation of Emergency Rental  
10 Assistance Program grant funds from the U.S. Department  
11 of Treasury in the amount of \$28,920,070.08 (the "ERAP  
12 Funds"). The ERAP Funds will be used to provide  
13 emergency rent and utility assistance to eligible  
14 households in accordance with the ERA Program established  
15 by the Act to mitigate the impacts of COVID-19. The ERAP  
16 Funds are anticipated to be expended as follows, subject  
17 to authorized amendments as provided herein: (1)  
18 \$23,820,070.08 in an advance lump sum payment for  
19 emergency rent assistance to be distributed by United Way  
20 of Northeast Florida, Inc. ("United Way") through its 2-  
21 1-1 Program, of which \$22,033,565 will be for direct  
22 rental assistance to eligible households and  
23 approximately \$1,786,505.08 to be used to cover United  
24 Way's administrative costs; (2) \$5,000,000.00 in an  
25 advance lump sum payment to JEA for payment of delinquent  
26 utility and home energy costs incurred by eligible  
27 households; (3) \$85,000.00 to Civitas, LLC for supportive  
28 contractual services for the ERA Program, including  
29 procurement of software, licenses and support services  
30 from Benevate, Inc. d/b/a Neighborly Software  
31 ("Neighborly"); and (4) \$15,000.00 to cover the City's

1 administrative costs for administration of the ERA  
2 Program.

3 **Section 2. Purpose.** The purpose of the appropriation in  
4 Section 1 is to provide emergency rent and utility assistance to  
5 eligible households in Duval County to mitigate the impacts of  
6 COVID-19. The City will partner with United Way and JEA who will  
7 provide services as more specifically described in this ordinance  
8 for efficient administration of the ERA Program and distribution of  
9 the ERAP Funds. The eligibility criteria for receipt of ERAP Funds  
10 through the ERA Program are more particularly described in **Exhibit**  
11 **2**, attached hereto and incorporated herein by this reference. The  
12 eligibility criteria may be further amended by the Mayor, or his  
13 designee, so long as such amendments are consistent with, and  
14 permitted under, the Act.

15 The Act provides that the ERAP Funds may be used for payment  
16 of rent, rent arrears, utilities and home energy costs, utilities  
17 and home energy costs arrears, and other expenses related to  
18 housing incurred due, directly or indirectly, to the COVID-19  
19 outbreak. The ERAP Funds may be used to cover costs incurred by  
20 eligible households between March 13, 2020 through December 31,  
21 2021 and can be applied to cover up to twelve (12) months of rent  
22 and utility and home energy costs, including arrears, for an  
23 eligible household and may also be used to cover up to three (3)  
24 months of prospective rent payments, subject to certain limitations  
25 provided in the Act and the availability of any remaining ERAP  
26 Funds. Distribution of the ERAP Funds and local administration  
27 of the ERA Program shall be conducted in compliance with the Act.

28 **Section 3. Invoking the exception to Section 126.107(g),**  
29 **Ordinance Code.** The City is hereby authorized to directly procure  
30 the use of the professional services of United Way of Northeast  
31 Florida, Inc. for the distribution of ERAP Funds for rental

1 assistance through its 2-1-1 Program. Pursuant to Section  
2 126.107(g) (Exemptions), Part 1 (General Regulations), Chapter 126  
3 (Procurement Code), *Ordinance Code*, such procurement is exempted  
4 from competitive solicitation because the supplies or services are  
5 to be provided by those specifically prescribed within authorizing  
6 legislation that appropriates the same. With the exception of the  
7 foregoing, all other provisions of Chapter 126, *Ordinance Code*,  
8 shall remain in full force and effect. The Scope of Services and  
9 Budget more particularly described in **Exhibit 3**, attached hereto  
10 and incorporated herein by this reference, designates the specific  
11 services to be performed by United Way as a  
12 subrecipient/subcontractor for the City. The Scope of Services and  
13 Budget may include such additions, deletions and changes as may be  
14 reasonable, necessary and incidental for carrying out the purposes  
15 thereof, as may be acceptable to the Mayor, or his designee;  
16 provided however, such modifications shall be technical only,  
17 subject to appropriate legal review and approval by the Office of  
18 General Counsel, and shall be undertaken in compliance with any  
19 applicable requirements of the Act and related laws, consistent  
20 with the intent of this ordinance. For the purposes of this  
21 ordinance, the term "technical changes" is defined as those changes  
22 having no financial impact to the City and any other non-  
23 substantive changes.

24 **Section 4. Approval and authorization to execute an**  
25 **agreement between the City and United Way of Northeast Florida,**  
26 **Inc.** The Mayor, or his designee, and the Corporation Secretary are  
27 hereby authorized to execute and deliver on behalf of the City an  
28 agreement with United Way of Northeast Florida, Inc. in an amount  
29 not to exceed \$23,820,070.08, subject to the Scope of Services and  
30 Budget more particularly described in Exhibit 3, and all other  
31 contracts and documents, including extensions, renewals and



1 amendments to the agreement, and otherwise take all action  
2 necessary to effectuate the intent of this ordinance, subject to  
3 appropriate legal review and approval by the General Counsel, or  
4 his or her designee, and the City's Risk Management Division for  
5 appropriate insurance and indemnification requirements in  
6 accordance with Section 128.601, *Ordinance Code*.

7       **Section 5. Invoking the exception to Section 126.107(g),**  
8 ***Ordinance Code.*** The City is hereby authorized to directly procure  
9 the use of the professional services of Civitas, LLC to provide  
10 supportive contractual services for administration of the ERA  
11 Program, including Civitas, LLC's purchase of software, licenses  
12 and support services from Neighborly. Pursuant to Section  
13 126.107(g) (Exemptions), Part 1 (General Regulations), Chapter 126  
14 (Procurement Code), *Ordinance Code*, such procurement is exempted  
15 from competitive solicitation because the supplies or services are  
16 to be provided by those specifically prescribed within authorizing  
17 legislation that appropriates the same. With the exception of the  
18 foregoing, all other provisions of Chapter 126, *Ordinance Code*,  
19 shall remain in full force and effect. The Scope of Work more  
20 particularly described in **Exhibit 4**, attached hereto and  
21 incorporated herein by this reference, designates the specific  
22 services to be performed by Civitas, LLC as a  
23 subrecipient/subcontractor for the City. The Scope of Work may  
24 include such additions, deletions and changes as may be reasonable,  
25 necessary and incidental for carrying out the purposes thereof, as  
26 may be acceptable to the Mayor, or his designee; provided however,  
27 such modifications shall be technical only, subject to appropriate  
28 legal review and approval by the Office of General Counsel, and  
29 shall be undertaken in compliance with any applicable requirements  
30 of the Act and related laws, consistent with the intent of this  
31 ordinance. For the purposes of this ordinance, the term "technical

1 changes" is defined as those changes having no financial impact to  
2 the City and any other non-substantive changes.

3       **Section 6. Approval and authorization to execute an**  
4 **agreement between the City and Civitas, LLC.** The Mayor, or his  
5 designee, and the Corporation Secretary are hereby authorized to  
6 execute and deliver on behalf of the City an agreement with  
7 Civitas, LLC, in an amount not to exceed \$85,000.00, subject to the  
8 Scope of Services more particularly described in Exhibit 4, and all  
9 other contracts and documents, including extensions, renewals and  
10 amendments to the agreement, and otherwise take all action  
11 necessary to effectuate the intent of this ordinance, subject to  
12 appropriate legal review and approval by the General Counsel, or  
13 his or her designee, and the City's Risk Management Division for  
14 appropriate insurance and indemnification requirements in  
15 accordance with Section 128.601, *Ordinance Code*.

16       **Section 7. Approval and authorization to execute an**  
17 **agreement between the City and JEA.** The Mayor, or his designee, and  
18 the Corporation Secretary are hereby authorized to execute and  
19 deliver on behalf of the City an interlocal agreement with JEA, in  
20 an amount not to exceed \$5,000,000.00, that provides the terms and  
21 conditions for JEA's administration of the utility assistance  
22 portion of the ERA Program consistent with the purpose of this  
23 ordinance and subject to any applicable requirements under the Act,  
24 and all other contracts, memorandums of understanding and  
25 documents, including extensions, renewals and amendments thereto,  
26 and to otherwise take all action necessary to effectuate the intent  
27 of this ordinance, subject to appropriate legal review and approval  
28 by the General Counsel, or his or her designee, and the City's Risk  
29 Management Division for appropriate insurance and indemnification  
30 requirements in accordance with Section 128.601, *Ordinance Code*.

31       **Section 8. Waiving Section 110.112, Ordinance Code.**

1 Section 110.112 (Advance of City funds; prohibition against), Part  
2 1 (The City Treasury), Chapter 110 (City Treasury), *Ordinance Code*,  
3 is hereby waived to allow for advance payment to United Way of  
4 Northeast Florida, Inc., JEA and Civitas, LLC, as described in  
5 Section 1.

6 **Section 9. Further authorizations.** The Mayor, or his  
7 designee, is hereby authorized to reallocate ERAP Funds as  
8 necessary to effectuate the intent of this ordinance, including but  
9 not limited to, transferring ERAP Funds between United Way, JEA and  
10 Civitas, LLC, so long as any such reallocation is consistent with  
11 the Act and all other laws, rules and regulations applicable to the  
12 ERA Program and expenditure of the ERAP Funds. The Mayor, or his  
13 designee, is further authorized to procure services and support  
14 from additional subcontractors and vendors, subject to the  
15 provisions of Chapter 126, *Ordinance Code*, as needed for effective  
16 and efficient administration of the ERA Program, consistent with  
17 the intent of the Act and this ordinance.

18 **Section 10. Oversight Department.** The Housing and  
19 Community Development Division, Neighborhoods Department shall  
20 provide oversight for all contracts and expenditures authorized  
21 hereunder.

22 **Section 11. Compliance with applicable grant funding**  
23 **requirements.** United Way, JEA and Civitas, LLC, will comply with  
24 all grant requirements of the Act and all other requirements  
25 provided by law including, but not limited to, the audit  
26 requirements attached hereto as **Exhibit 5** and incorporated herein  
27 by this reference, in administering the ERA Program and providing  
28 services related thereto.

29 **Section 12. Requesting emergency passage upon**  
30 **introduction pursuant to Council Rule 4.901.** Emergency  
31 passage of this legislation is requested upon introduction. The

1 nature of the emergency is that the negative economic impacts of  
2 COVID-19 are ongoing and immediate economic assistance is needed to  
3 ensure eligible individuals and families can retain their homes.  
4 In addition, the ERAP Funds must be expended on or before December  
5 31, 2021 or they must be returned to the U.S. Department of  
6 Treasury.

7           **Section 13.                   Effective Date.**     This ordinance shall  
8 become effective upon signature by the Mayor or upon becoming  
9 effective without the Mayor's signature.

10  
11  
12 Form Approved:

13  
14 /s/ Margaret M. Sidman



15 Office of General Counsel

16 Legislation prepared by: Mary E. Staffopoulos

17 GC-#1420368-v1-2021-156-E.docx

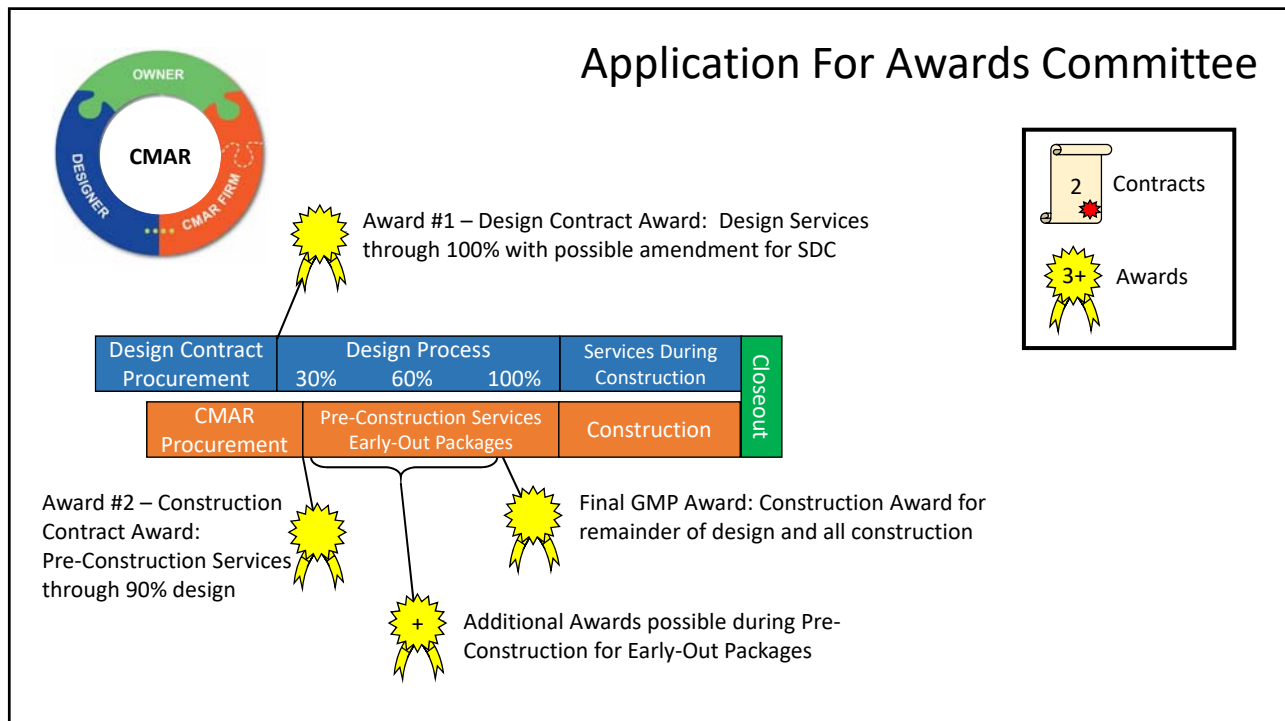
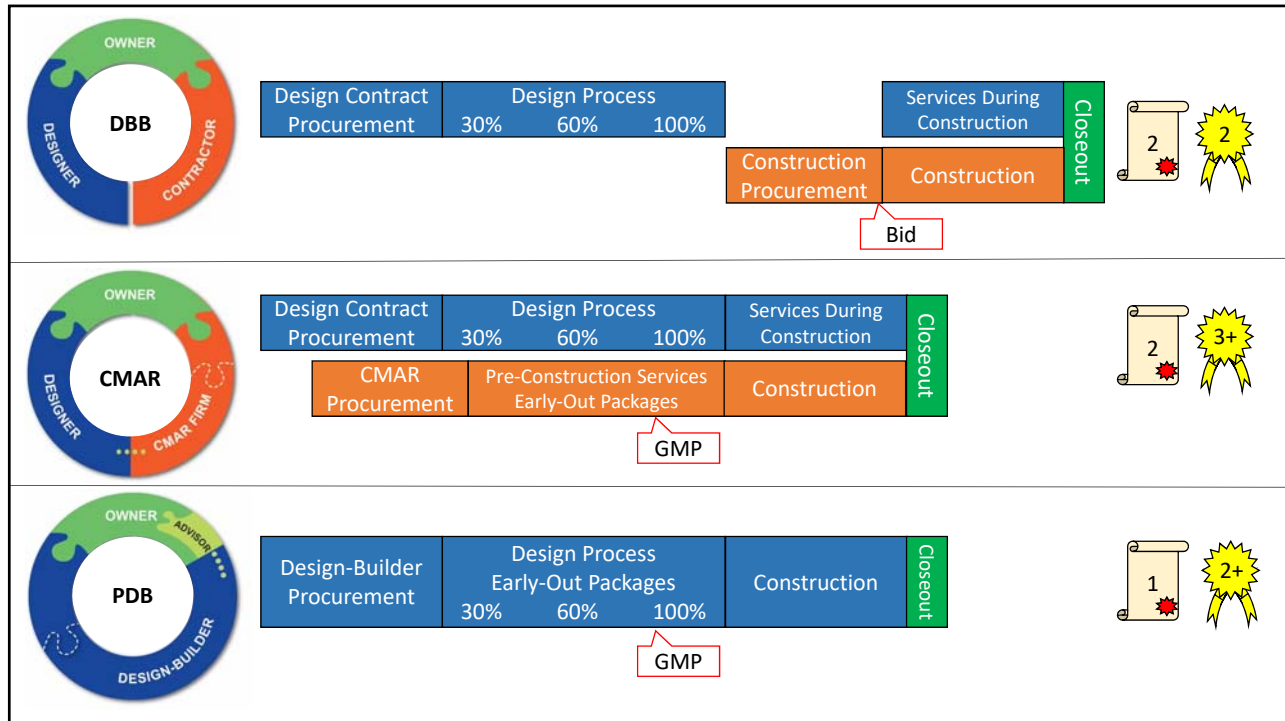


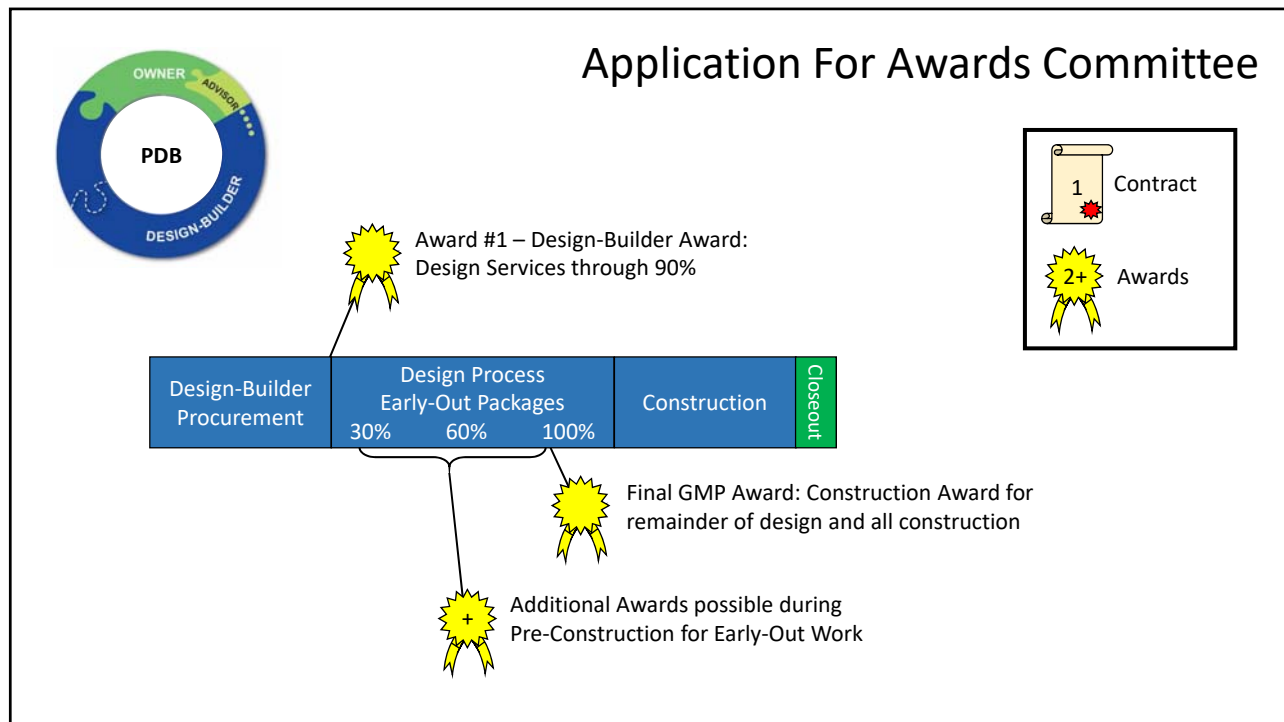
## Why Alternative/Collaborative Delivery?

Delivery Method	Benefit to JEA	Procurement Impacts
Construction Manager at Risk (CMAR) 	<ul style="list-style-type: none"> <li>• Faster Delivery – construction can start before design is complete</li> <li>• Constructability review and input by the construction contractor during design</li> </ul>	<ul style="list-style-type: none"> <li>• 2 Contracts               <ul style="list-style-type: none"> <li>• Design firm and Construction firm</li> </ul> </li> <li>• 3 or more Awards               <ul style="list-style-type: none"> <li>• 1 Design Contract Award</li> <li>• 1 Pre-construction Svcs Award</li> <li>• 1(+/-) Early-Out Package Award</li> <li>• 1 GMP Award</li> </ul> </li> </ul>
Progressive Design-Build (PDB) 	<ul style="list-style-type: none"> <li>• Opportunity to pre-purchase materials during design</li> <li>• Early cost estimates by contractor</li> <li>• Guaranteed maximum price (GMP) negotiated using open-book method during design</li> </ul>	<ul style="list-style-type: none"> <li>• 1 Contract               <ul style="list-style-type: none"> <li>• Typically DB firm or Construction firm with Design firm sub/partner</li> </ul> </li> <li>• 2 or more Awards               <ul style="list-style-type: none"> <li>• 1 Design-Builder Award</li> <li>• 1(+/-) Early-Out Package Award</li> <li>• 1 GMP Award</li> </ul> </li> </ul>

## Alternative Delivery Terms

- CMAR – Construction Manager At Risk
- PDB – Progressive Design Build
- GMP – Guaranteed Maximum Price
- Off-Ramp – Ability to Discontinue Relationship and Change Delivery Type
- Pre-Construction Services – In CMAR process, time & materials contract for the contractor to assist the designer by performing estimates, constructability reviews, and provide input on the design
- Early Out Package – Construction package starting during design phase such as site clearing, early underground work, pre-purchasing equipment, etc.
- Services During Construction – In DBB and CMAR, time for the designer to perform inspections, RFI reviews, and other functions during construction





## GMP & Risk

- The Final GMP proposal is typically negotiated at 60% or 90% Design
- All GMP packages are developed using an open-book method
  - The contractor lists costs for materials, equipment, labor, subcontractors, etc. for all construction and labor to finish pre-construction services for final design
  - Costs/rates are reviewed and negotiated by JEA with assistance from the owner's advisor
    - The design engineer also provides an opinion of probable cost for comparison/verification purposes
    - Subcontractor packages that are competitively bid can be treated as closed-book (lump sum)
  - Maximum price will not increase unless there is an owner defined change in scope
    - JEA pays for costs which are invoiced based on actual work performed
    - GMP underruns are reverted back to JEA except contingency shared savings
  - Risk assessments are used to build contingency into the GMP

## GMP & Risk

- Risk/Contingency
  - Costs are built into the GMP, created from a negotiated Risk Register, to cover uncertainty in remaining design and unknown site conditions
  - The contractor manages contingency for in-scope items within defined parameters
  - Typically there is a cost sharing incentive to reduce contingency use
- If the GMP cannot be successfully negotiated, the off-ramp is taken
  - The design is completed and construction is bid to the open market
  - Early work packages can also be off-ramped