

Welcome to the JEA Awards Meeting

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

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

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

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

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



AWARDS COMMITTEE AGENDA

DATE: Thursday, September 23, 2021

TIME: 10:00 A.M.

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

Public Comments:

Awards:

1. Approval of the minutes from the last meeting (09/16/2021).
2. Request approval to award a change order to MPW Industrial Services Inc, for industrial cleaning services for in the amount of \$358,000.00 for a new combined not-to-exceed amount for MPW and Thompson Industrial of \$10,368,980.72, subject to the availability of lawfully appropriated funds.
3. Request approval to award payment to Florida Department of Transportation for FDOT SR 115 - Soutel Drive to Nassau County Line project in the amount of \$1,062,141.00, subject to the availability of lawfully appropriated funds.
4. Request approval to award a contract Amendment to Oracle America Inc. in the amount of \$932,646.00, for a new not-to-exceed amount of \$12,245,415.56, subject to the availability of lawfully appropriated funds.

Informational Items: N/A

Open Discussion: N/A

Public Notice: N/A

General Business: N/A

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

09-23-2021 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 09/16/2021 meeting.
2	Contract Increase/ Extension	Erixton	N/A - Two specific FY22 budget lines one under Bulk Material Handling (Exp. Account 2006 for Industrial Services) and one under NGS Maintenance (Exp Account 2033 for Outage Expenses and other services), both of which have funds allocated for FY22 to cover industrial cleaning services	\$358,000.00	MPW INDUSTRIAL SERVICES, INC.	Five (5) Years w/One (1) -1 Yr. Renewal	<p><u>Electric Plant Industrial Cleaning Services</u></p> <p>The original scope of work included furnishing all supervision, labor, materials, tools, equipment, consumables, and subcontracts necessary for industrial cleaning services at JEA's Northside Generating Station (NGS) and St. John's River Power Park (SJRPP – not used anymore) electric generating facilities during plant outages. Services shall include, but not be limited to, the following:</p> <ul style="list-style-type: none"> • Wet & Dry Vacuuming Services • Hydroblasting & Ultra High Pressure (UHP) Cleaning Services • Chemical Cleaning Services • High Volume Pump Services • Fugitive Dust Control Services <p>Additionally, JEA is solicited an optional scope of services to provide a forty (40) hour per week contract for daily industrial cleaning services and to provide specific equipment rental on a longer term (monthly) basis (Option A Services).</p> <p>JEA needs to add additional funding to support the following:</p> <ul style="list-style-type: none"> • Option A \$86,000.00 per month for three months of FY22 • \$100,000.00 for estimated outage support (October 1, 2021) <p>The current rates will be maintained through the remainder of the contract and are deemed to be reasonable.</p> <p>This request extends the contract end date by two months through February 4, 2022 to support turnover, transition and contract close out. It is currently JEA's intent to bring Option A work (40 hour industrial cleaning crew service in current contract) under JEA's management with Workspend contract employee's after performing a pricing analysis. The Workspend rate per hour for a contract laborer is less than a Contractor billable hour for labor.</p>

09-23-2021 Awards Committee

							<p>There is a bid on the street to provide pricing for Option A services for industrial cleaning in the event JEA is unable to hire Workspend employees. This Bid also has rates for ad hoc (outage support) services.</p> <p>JEA intends to manage 12 contract employees by hiring through Workspend. Additionally, JEA owns enough equipment (3 vacuum trucks, 1 hydroblaster and street sweeper) to replace the equipment being utilized by the Option A contractor provided crew.</p> <p>Request approval to award a change order to MPW Industrial Services Inc, for industrial cleaning services for in the amount of \$358,000.00 for a new combined not-to-exceed amount for MPW and Thompson Industrial of \$10,368,980.72, subject to the availability of lawfully appropriated funds.</p>
3	Joint Project	Vu	\$1,062,141.00	\$1,062,141.00	FLORIDA DEPT OF TRANSPORTATION	<p>Project Completion (Estimated: December 2025)</p>	<p><u>FDOT FPID: 437320-1-56-01 SR 115 - Soutel Drive to Nassau County Line</u></p> <p>JEA's force main and water main are within the FDOT's project footprint/right-of-way for roadway re-surfacing. This project will install and place out of service portions of the existing force main and water main within the project limits of the FDOT FPID 437320-1 SR 115 - Soutel Drive to Nassau County Line.</p> <p>JEA's utility construction work will be included with FDOT's bid and constructed by FDOT's contractor via the terms of the existing JEA/FDOT Master Agreement. By doing so, roadway restoration costs will be minimized. Per the terms of the master agreement, JEA is prepaying FDOT for the estimated value of the construction work prior to FDOT design completion. Once the FDOT designer has completed the design, another estimate will be created. If that estimate is greater than this prepayment, W/WW will request an increase in prepayment to FDOT. If after bidding the prepaid amount is more than the construction costs, JEA will request a refund. Since this is an estimated payment, the payment matches the JEA estimate. The water portion of the project is \$622,278.00 and the sewer portion is \$439,863.00.</p>

09-23-2021 Awards Committee

							Request approval to award payment to Florida Department of Transportation for FDOT SR 115 - Soutel Drive to Nassau County Line project in the amount of \$1,062,141.00.
4	Contract Amendment	Datz	Change Order to original project budget made to cover these expenses. Transferred from FY22 TS Capital budget HOLD accounts	\$932,646.00	ORACLE AMERICA INC.	Project Completion- (Three (3) year Support Term through 11/18/2021)	<p><u>Oracle Customer to Meter (C2M) Migration, Licenses, Support and Professional Services</u></p> <p>This request is for the proprietary purchase of new licenses, one (1) year of support after installation, and professional services for the upgrade and migration of existing Customer Care & Billing (CC&B) licenses to Oracle Customer to Meter (C2M).</p> <p>This request is for a contract amendment to Oracle America Inc. in the amount of \$932,646.00 for additional professional staffing services needed to complete the C2M project. This amendment specifically includes a project extension representing the following professional services based on the original contract rates:</p> <ol style="list-style-type: none"> 1. Provide up to nine-hundred six (906) person-hours of project management services. 2. Provide up to four-thousand eight (4,008) person-hours of defect analysis, triage and resolution, extension enhancement, configuration, testing, migration and conversions, dress rehearsals, and cutover planning assistance. 3. Provide up to six-hundred eighty (680) person-hours of go-live and post go-live functional assistance. <p>Request approval to award a contract Amendment to Oracle America Inc. in the amount of \$932,646.00, for a new not-to-exceed amount of \$12,245,415.56, subject to the availability of lawfully appropriated funds.</p>
Total Award				\$2,352,787.00			

JEA AWARDS COMMITTEE

SEPTEMBER 16, 2021 MEETING MINUTES

The JEA procurement Awards Committee met on September 16, 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 Chief Procurement Officer, Stephen Datz as Chairperson, Hai Vu as Vice Chairperson, Laure Whitmer as Budget Representative, David Migut as Office of General Counsel Representative; with Blake Osner, Ricky Erixton, and Joe Orfano.

Chair Datz called the meeting to order at 10:01 a.m., introduced the Awards Committee Members, and confirmed that there was a quorum of the Committee membership present.

Public Comments:

Chair Datz 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 (09/09/2021). Chair Datz verbally presented the Committee Members the proposed September 9, 2021 minutes contained in the committee packet.

MOTION: Joe Orfano made a motion to approve the September 9, 2021 minutes (Award Item 1) as amended. The motion was seconded by Hai Vu and approved unanimously by the Awards Committee (5-0).

The Committee Members reviewed and discussed the following Awards Items 2-7:

2. 1410344850 – Request approval to award a contract to Eversafe Building Maintenance Corp for Facilities Janitorial Services (JSEB) Sheltered Market – Substations, Lift Stations, Chiller Plants and Treatment Plants for a total not-to-exceed amount of \$774,743.90, subject to the availability of lawfully appropriated funds.

MOTION: Hai Vu made a motion to approve Award Item 2 as presented in the committee packet. The motion was seconded by Joe Orfano and approved unanimously by the Awards Committee (5-0).

3. Request approval to award a change order to Red Clay Consulting, Inc. for additional services needed for implementation support for the Oracle Customer to Meter C2M project in the amount of \$1,661,514.00, for a new not-to-exceed amount of 2,478,909.00, subject to the availability of lawfully appropriated funds.

MOTION: Hai Vu made a motion to approve Award Item 3 as presented in the committee packet. The motion was seconded by Ricky Erixton and approved unanimously by the Awards Committee (5-0).

4. Request approval to award a change order to Capps Land Management & Material LLC, for the construction of the 4th Street West Brick Rebuild from Pearl St. to Main St. in the amount of \$71,468.69, for a new not to exceed amount of \$402,836.94, subject to the availability of lawfully appropriated funds.

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

5. Request approval to award a change order and one (1) year support renewal to Optiv Security, Inc. for additional services needed for implementation and support for the Optiv CyberArk Privilege Account Management Solution project in the amount of \$104,051.64, for a new not-to-exceed amount of \$381,168.55, subject to the availability of lawfully appropriated funds.

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

6. 1410336646 – Request approval to award a contract to GFL Environmental for Waste Hauling services for in the amount of \$2,111,240.00, subject to the availability of lawfully appropriated funds.

MOTION: Ricky Erixton made a motion to approve Award Item 6 as presented in the committee packet. The motion was seconded by Hai Vu and approved unanimously by the Awards Committee (5-0).

7. Request contract amendment to decrease JEA for Emergency Rental Assistance Program (ERAP) - Utility Assistance Funds by \$3,500,000.00, for a new not-to-exceed amount of \$1,500,000.00, subject to the availability of lawfully appropriated funds.

MOTION: Joe Orfano made a motion to approve Award Item 7 as amended in the committee packet. The motion was seconded by Hai Vu and approved unanimously by the Awards Committee (5-0).

Informational Item:

No informational items were presented to the Awards Committee.

Ratifications:

Award #7 ratification was presented to the Awards Committee.

Public Comments:

No additional public comment speaking period was taken.

Adjournment:

Chair Datz adjourned the meeting at 10:50 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/



Formal Bid and Award System

Award #2 9/23/2021

Type of Award Request: CONTRACT INCREASE/EXTENSION

Request #: 265

Requestor Name: Phelps, Charles

Requestor Phone: (904) 665-6332

Project Title: Electric Plant Industrial Cleaning Services

Project Number: R12X30205, line 588 (\$258,000) and 30300, line 610 (\$100,000)

Project Location: JEA

Funds: O&M

Budget Estimate: N/A

Scope of Work:

The scope of work includes furnishing all supervision, labor, materials, tools, equipment, consumables, and subcontracts necessary for industrial cleaning services at JEA's Northside Generating Station (NGS) and St. John's River Power Park (SJRPP - no longer in use) electric generating facilities during plant outages. Services shall include, but not be limited to, the following:

- Wet & Dry Vacuuming Services
- Hydroblasting & Ultra High Pressure (UHP) Cleaning Services
- Chemical Cleaning Services
- High Volume Pump Services
- Fugitive Dust Control Services

Additionally, JEA is solicited an optional scope of services (Option A) to provide a forty (40) hour per week contract for daily industrial cleaning services and to provide specific equipment rental on a longer term (monthly) basis.

JEA IFB/RFP/State/City/GSA#: 093-16

Purchasing Agent: Lovgren, Rodney

Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
MPW INDUSTRIAL SERVICES, INC.	Mike McDevitt	mmcdevitt@mpwservices.com	9711 Lancaster Rd. Hebron, Ohio 53025	(740) 927-8790	\$358,000.00

Amount of Original Award: \$6,892,522.25

Date of Original Award: 12/01/2016

Change Order Amount: \$358,000.00

List of Previous Change Order/Amendments:

CPA #	Amount	Date
161537	\$689,252.22	04/08/2021

New Not-To-Exceed Amount: \$7,939,774.47
Length of Contract/PO Term: Five (5) Years w/One (1) -1 Yr. Renewal
Begin Date (mm/dd/yyyy): 12/04/2016
End Date (mm/dd/yyyy): 02/04/2022
Renewal Options: None Remaining
JSEB Requirement: N/A - Optional
Comments on JSEB Requirements:

Background/Recommendations:

Originally bid and approved by Awards Committee on 12/01/2016 to MPW Industrial Services LLC as the primary awardee for \$6,892,522.25 and Thompson Industrial Services LLC as the backup contractor for \$2,429,206.25, for a not to exceed Amount of \$9,321,728.50. A copy of the original award is attached as backup.

A 10% increase of \$689,252.22 was awarded to MPW in April of 2021 to allow continued use of contract for ad-hoc outage cleaning and Option A support services through FY21.

JEA needs to add additional funding to the MPW contract to support the following:

- Option A \$86,000.00 per month for three months of FY22
- \$100,000.00 for estimated outage support (October 1, 2021)

No Additional funding is needed for the Thompson Industrial contract.

CPA #	Company Name	Original Award Amount	Administrative Increase Amount	This Increase Request	New NTE
161537	MWP Industrial Services LLC	\$6,892,522.25	\$689,252.22	\$358,000.00	\$7,939,774.47
160661	Thompson Industrial Services LLC	\$2,429,206.25	\$0.00	\$0.00	\$2,429,206.25

The current rates will be maintained through the remainder of the contract and are deemed to be reasonable. This Contract increase request is supported by two specific FY22 budget lines one under Bulk Material Handling (Exp. Account 2006 for Industrial Services) and one under NGS Maintenance(Exp Account 2033 for Outage Expenses and other services), both of which have funds allocated for FY 22 to cover industrial cleaning services.

Additionally this request extends the contract end date by two months through February 4, 2022 to support turnover, transition and contract close out. It is currently JEA's intent to bring Option A work (40 hour industrial cleaning crew service in current contract) under JEA's management with Workspend contract employee's after performing a post bid additional pricing analysis. The Workspend rate per hour for a contract laborer is currently less than a Contractor billable hour for labor.

Also, JEA may need to reevaluate depending on how the recruitment of contract employees turns out over coming weeks. JEA believes it to be prudent to provide a few additional months of overlapping

coverage should plans need to change. There is a bid on the street for Industrial Cleaning Services for outages, which includes an Option A in the event JEA is unable to hire Workspend employees. There are currently 12 contract Option A workers (\$50,000 / month), working at NGS. This crew uses 3 contractor provided vacuum trucks & a high pressure hydro-blaster (\$36,000 / month).

JEA intends to manage 12 contract employees by hiring through Workspend and discontinue the use of Option A labor and JEA owns enough equipment (3 vacuum trucks, 1 hydroblaster and a street sweeper) to replace the equipment currently being provided by the Option A contractor.

Request approval to award a contract increase to MPW Industrial Services Inc, for industrial cleaning services for in the amount of \$358,000.00 for a new combined not-to-exceed amount for MPW and Thompson Industrial of \$10,368,980.72, subject to the availability of lawfully appropriated funds.

Manager:	Crabtree, Jeremy D. - Mgr NGS Operations
Sr. Manager:	Wilds, Brian E. - Sr Mgr Energy Production
Director:	Pineda, Joseph R. - Dir Energy Production
Sr. Director:	Kipp, James R. - Sr Dir Generation
VP:	Erixton, Ricky D. - VP Electric Systems

APPROVALS:

Chairman, Awards Committee	Date
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Budget Representative	Date
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Formal Bid and Award System

Award #2 December 1, 2016

Type of Award Request: INVITATION TO NEGOTIATE (ITN)
Request #: 626
Requestor Name: Guevarra, Larry
Requestor Phone: (904) 665-6332
Project Title: Electric Plant Industrial Cleaning Services
Project Location: JEA and SJRPP
Funds: O&M
Award Estimate: \$4,800,000.00 (budgetary amount)

Scope of Work:

The scope of work includes furnishing all supervision, labor, materials, tools, equipment, consumables, and subcontracts necessary for industrial cleaning services at JEA's Northside Generating Station (NGS) and St. John's River Power Park (SJRPP) electric generating facilities during plant outages. Services shall include, but not be limited to, the following:

- Wet & Dry Vacuuming Services
- Hydroblasting & Ultra High Pressure (UHP) Cleaning Services
- Chemical Cleaning Services
- High Volume Pump Services
- Fugitive Dust Control Services

Additionally, JEA solicited an optional scope of services to provide a forty (40) hour per week contract for daily industrial cleaning services and to provide specific equipment rental on a longer term (monthly) basis. The intent was to review the pricing of the recommended awardees and determine if it was in the best interest of JEA to move forward with this optional scope of work.

Requisition Number:

JEA IFB/RFP/State/City/GSA#: 093-16

Purchasing Agent: Lovgren, Rodney Dennis

Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Address	Phone	Amount
MPW INDUSTRIAL SERVICES, INC.	Mike McDevitt	9711 Lancaster Rd. Hebron, Ohio 53025	(740) 927-8790	\$6,892,522.25 (Total includes Option A pricing)
THOMPSON INDUSTRIAL SERVICES LLC	Todd Harry	14476-202 Duval Place W. Jacksonville, FL 32218	(904) 741-0317	\$2,429,206.25

CPA 160660

Amount for entire term of Contract/PO:	\$9,321,728.50
Award Amount for remainder of this FY:	\$1,220,000.00
Length of Contract/PO Term:	Five (5) Years w/One (1) - 1 Yr. Renewal
Begin Date (mm/dd/yyyy):	12/05/2016
End Date (mm/dd/yyyy):	12/04/2021
Renewal Options:	YES – One (1) – 1 Yr. Renewal
JSEB Requirement:	N/A - Specialty Services

BIDDER:

Name	Outage Pricing (Option A Pricing)	Rank	Score	B.A.F.O. Outage Pricing (Option A Pricing)	Rank	Score
MPW INDUSTRIAL SERVICES, INC.	\$2,375,800.00 (\$4,568,220.00)	2	78.1	\$2,222,825.00 (\$4,463,316.00)	1	91.6
THOMPSON INDUSTRIAL SERVICES LLC	\$2,689,909.00 (\$6,264,265.00)	3	79.7	\$2,635,587.50 (\$4,992,888.20)	2	90.0
HYDROCHEM	\$2,602,014.00 (\$6,161,631.60)	4	76.4	\$2,498,255.00 (\$6,015,597.60)	3	86.1
UNIVERSAL SERVICES	\$1,893,975.00 (\$5,675,940.00)	1	80.4	\$2,367,100.00 (5,712,060.00)	4	77.4
MORAN ENVIRONMENTAL	\$1,953,965.00 (7,715,520.00)	5	75.3	N/A	N/A	N/A
EVO	\$2,537,100.00 (\$6,182,525.00)	6	74.4	N/A	N/A	N/A
VEOLIA	\$2,773,500.00 (1,951,500.00)	7	74.2	N/A	N/A	N/A
CLIFF BERRY	\$3,130,475.00 (\$9,491,280.00)	8	67.4	N/A	N/A	N/A
DEEP SOUTH	\$2,486,575.00 (5,864,928.00)	9	66.8	N/A	N/A	N/A

Background/Recommendations:

Advertised on 7/1/2016. Twelve (12) companies attended the mandatory pre-response meeting on 7/13/2016. At response opening on 8/2/2016, JEA received nine (9) responses. The evaluation committee scored the responses on 8/22/2016 which included 100 points, and reflected price, quality, performance, safety, proximity and financial responsibility. A short-list was developed to include four (4) companies, MPW, Thompson Industrial, HydroChem, and Universal Services, Inc. They were invited to make oral presentations and to submit Best and Final Offers (B.A.F.O.), worth an additional ten (10) points for a total

of 110 points. After receipt of the B.A.F.O.'s, MPW and Thompson Industrial ranked as the top two (2) respondents. The evaluation matrix summary and Response Workbooks are attached as backup. Award pricing for the outage work is equally distributed between the two (2) respondents.

MPW and Thompson Industrial are the top two (2) ranked respondents and the business requirements for redundancy in this critical work during outage periods, supports an award to both companies in equal amounts. The services will be utilized for planned and unplanned outage work at the electric plants and includes specialty maintenance services such as boiler vacuuming, hydro blasting, chemical cleaning and fugitive dust control.

Price comparison for labor rates for this award vs. JEA's current rates for these services have increased by twenty percent (20%) for straight time rates and twenty-three percent (23%) for overtime rates. The current rates have been fixed for five (5) years, so when analyzing the increase with trade and utility Bureau of Labor Statistics indices, the increases are deemed reasonable. The combined B.A.F.O. savings from each company represents \$207,296.50 for the five (5) year term.

For the optional scope of work, an award is recommended in the amount of \$4,463,316.00 to MPW who is the highest ranked for the outage scope of work, and low bid for the Option A pricing. The optional work includes full-time, on-site labor and equipment support for the NGS Material Handling area, such as industrial mediation and pressure washing. This approach and pricing allows for the rental of three (3) trucks and eleven (11) personnel for forty (40) hours per week. The optional pricing has comparable rates for labor, however the equipment rental rates provides a savings to JEA for monthly vs. daily rates used for outage work. The workbook for optional pricing is attached as back-up to support this portion of the award amount. The B.A.F.O. savings represents \$104,904.00 for the five (5) year term.

The contract rates are fixed for the first year of the contract, with a CPI price adjustment allowable in subsequent years.

093-16 - Request approval to award a contract to MPW in the amount of \$6,892,522.25 and to Thompson Industrial in the amount of \$2,429,206.25, for a total not-to-exceed amount of \$9,321,728.50, subject to the availability of lawfully approved funds.

Manager: Limbaugh, Margaret Z. - Manager, Project Management
Director: Stroupe, Randy P. - Dir Electric Production.
VP: Brost, Mike J. - VP/GM Electric Systems

APPROVALS:



Chairman, Awards Committee **Date**

12-1-16



Manager, Capital Budget Planning **Date**

12/1/16

Sr Mgr, Business Services for SJRPP **Date**

APPENDIX B BAFO RESPONSE FORM
093-16 ELECTRIC PLANT INDUSTRIAL CLEANING SERVICES

The Proposer shall submit their Best and Final Offer (BAFO) electronically in PDF version, by email to: lovgrd@jea.com, by close of business **October 6, 2016**. Respondents that do not submit a Best and Final Offer, will have their initial submission used for final ranking determination.

Respondents submitting shall submit:

- 1.) BAFO Response Form
- 2.) Rates Workbook

PROPOSER INFORMATION:

COMPANY NAME: MPW Industrial Services, Inc.
BUSINESS ADDRESS: 9711 Lancaster Rd
CITY, STATE, ZIP CODE: Hebron, Ohio 43025
TELEPHONE: 740-927-8790
FAX: 740-928-8033
EMAIL ADDRESS: mmcdevitt@mpwservices.com

CLARIFICATIONS FOR BAFO.

1. A revised Response Rates Workbook is attached to this Best and Final Offer (BAFO) request. The Option A tab, has significant changes to the calculated approach to pricing and forecasting usage.
2. Respondents are encouraged to provide an example how your company provides value add services to a company when a customer has a specific industrial cleaning needs to that does not fit the typical crew operational model. They may include automation, modelling a project, etc.
3. JEA's intent is to Award two (2) contracts for the base scope of work, which is the T&M work on input sheets 1 through 4 of the Quotation of Rates Workbook. JEA is also considering the execution of Option A pricing, which is to be independent on the base scope of work. Per the Technical Specification, JEA may award the option A pricing to any of the short listed companies in this solicitation. JEA requests Respondents to consider any pricing concessions (incentives) that may be made to base scope of work pricing (input sheets 1 – 4) should JEA elect to award a specific company both the Base scope of work and Option A scope of work.

APPENDIX B BAFO RESPONSE FORM
093-16 ELECTRIC PLANT INDUSTRIAL CLEANING SERVICES


Respondent's Certification

By submitting this Response, the Respondent certifies (1) that it has read and reviewed all of the documents pertaining to this ITN and agrees to abide by the terms and conditions set forth therein, (2) that the person signing below is an authorized representative of the Respondent, and (3) that the Respondent is legally authorized to do business and maintains an active status in the State of Florida. The Respondent certifies that it's recent, current, and projected workload will not interfere with the Respondent's ability to work in a professional, diligent and timely manner.

The Respondent certifies, under penalty of perjury, that it holds all licenses, permits, certifications, insurances, bonds, and other credentials required by law, contract or practice to perform the Work. The Respondent also certifies that, upon the prospect of any change in the status of applicable licenses, permits, certifications, insurances, bonds or other credentials, the Respondent shall immediately notify JEA of status change.

Total From Quotation of Rates Workbook – Total Five Year Bid Price	\$2,222,825.00
Total Five year Bid Price Option A	\$4,463,316.00

We have received addenda 0 through N/A – no addendas were provided for the BAFO process.


Signature of Authorize Officer of Respondent or Agent

October 6, 2016
Date

Stephanie L. Coe, Secretary & General Counsel
Printed Name & Title

740-927-8790
Phone Number

Appendix B - Rates Workbook

BAFO REQUEST - ELECTRIC PLANT INDUSTRIAL CLEANING SERVICES - RESPONDENT RATES WORKBOOK

Hourly Labor Rates and Per Diem Costs (5-Year Estimate) - Fill in the Yellow Cells Only

Labor						
LABOR CLASSIFICATION	ESTIMATED ST HRS	ST RATE (\$/HR)	ESTIMATED ST LABOR COST	ESTIMATED OT HRS	OT RATE ¹ Up to 1.5 X Str. Time	ESTIMATED OT LABOR COST
PROJECT MANAGER	1200	\$ 57.50	\$ 69,000.00	600	\$ 57.50	\$ 34,500.00
SUPERINTENDENT	1500	\$ 45.00	\$ 67,500.00	750	\$ 58.50	\$ 43,875.00
SAFETY ENGINEER	1500	\$ 30.75	\$ 46,125.00	700	\$ 40.00	\$ 28,000.00
CREW LEADER	2000	\$ 35.75	\$ 71,500.00	1000	\$ 46.50	\$ 46,500.00
EQUIPMENT OPERATOR	2000	\$ 27.50	\$ 55,000.00	1000	\$ 35.75	\$ 35,750.00
TECHNICIAN	2000	\$ 25.00	\$ 50,000.00	1000	\$ 32.50	\$ 32,500.00
LABORER / HELPER	2000	\$ 16.95	\$ 33,900.00	1000	\$ 22.05	\$ 22,050.00
Subtotal - Straight Time Labor Cost			\$ 393,025.00	Subtotal - OT Labor Cost		\$ 243,175.00
			A1			A2
TOTAL COST INPUT SHEET 1 = A1 + A2						\$ 636,200.00

Notes

1. Double Time (2X) Labor rates are not permitted. JEA will only pay up to 1.5 X the straight time rate for Overtime hours.
2. All Travel shall comply with JEA's Travel Policy. Current IRS.gov mileage rates will apply. Current daily maximum Per Diem rate (meals & lodging) per JEA Travel Policy is 150.00.
3. JEA will only pay per diem for Contractors that reside greater than 75 miles one way from the electric plant where the work is being performed - See Technical Specification 13.8.

Per Diem Rate - Respondent Shall Provide Per Diem Rate (JEA will only pay up to \$150.00 / day) (NOT subject to price adjustment) Rate X 500 = subtotal per diem		Per Diem Subtotal
	\$ 70.00	\$ 35,000.00
Total Five Year Bid Price = Input Sheet 1 + Input Sheet 2 + Input Sheet 3 + Input Sheet 4		\$ 2,222,825.00
Total Five Year Bid Price - OPTION A		\$ 4,463,316.00

Appendix B - Rates Workbook

BAFO REQUEST - Electric Plant Industrial Cleaning Services

MATERIALS & CONSUMABLES MARKUP - 5 Year Estimate			
DESCRIPTION	ESTIMATED COST	PERCENT	TOTAL COST
Materials Markup - not to exceed 10%	\$100,000.00	5%	\$ 105,000.00
Consumables Markup - not to exceed 10%	\$100,000.00	5%	\$ 105,000.00
TOTAL COST - MATERIALS & CONSUMABLES + MARKUP			\$ 210,000.00

B1

EQUIPMENT RENTAL MARKUP - 5 Year Estimate			
DESCRIPTION	ESTIMATED COST	PERCENT	TOTAL COST
Equipment Rental Markup - not to exceed 10% (Includes applicable Fuel costs)	\$75,000.00	5%	\$ 78,750.00
TOTAL COST - EQUIPMENT RENTAL + MARKUP			\$ 78,750.00

B2

SUBCONTRACT MARKUP - 5 Year Estimate			
DESCRIPTION	ESTIMATED COST	PERCENT	TOTAL COST
Subcontract Markup - not to exceed 10%	\$75,000.00	5%	\$ 78,750.00
TOTAL COST - SUBCONTRACT + MARKUP			\$ 78,750.00

B3

EQUIPMENT OPERATING COSTS - 5 Year Estimate					
SUPPORT EQUIPMENT	ESTIMATED UNITS	UNIT	FUEL USE (GAL/HOUR)	COST / UNIT	TOTAL COST (ESTIMATED UNITS * COST / UNIT)
Shutdown / Support Trailer	250	PER SHIFT		\$ 25.00	\$ 6,250.00
Support Vehicle (Fuel & Equipment)	1,500	PER HOUR	3.00	\$ 3.75	\$ 5,625.00
Roll Off Transport Truck	500	PER HOUR	7.00	\$ 25.00	\$ 12,500.00
Support Vehicle - Round Trip Mileage, including O&M costs per 12.7.1	10,000	PER MILE	5.00	\$ 1.25	\$ 12,500.00
Frontline Truck (Hydroblast & Vacuum) - Roundtrip Mileage, including O&M costs per 12.7.1	10,000	PER MILE	9.00	\$ 1.75	\$ 17,500.00
5,000 Gallon Water Truck w/front bumper mounted cannon, front, rear & side sprayers (Straight Time Rate)	10,400	PER HOUR	7.00	\$ 62.50	\$ 650,000.00
5,000 Gallon Water Truck w/front bumper mounted cannon, front, rear & side sprayers (Overtime Rate)	1,000	PER HOUR		\$ 70.75	\$ 70,750.00
TOTAL COST - SUPPORT EQUIPMENT					\$ 775,125.00

B4

Total Cost Input Sheet 2 = B1 + B2 + B3 +B4	\$ 1,142,625.00
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EQUIP & MATLS

360K

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Appendix B - Rates Workbook

BAFO REQUEST - Electric Plant Industrial Cleaning Services

EQUIPMENT OPERATING COSTS - 5 Year Estimate		Equipment Rate			TOTAL COST (ESTIMATED UNITS x COST / UNIT)
HYDROBLAST SERVICES	ESTIMATED UNITS	UNIT	COST / UNIT	FUEL USE (GAL/HOUR)	
HYDROBLAST EQUIPMENT - Standard hydroblast equipment shall include the pump, water hose, (1) gun or pedal and 200' of High Pressure Blast Hose.					
12,000 PSI Hydroblaster up to 42 GPM	200	PER HOUR	\$ 65.00	9.00	\$ 13,000.00
20,000 PSI Hydroblaster up to 20 GPM	200	PER HOUR	\$ 105.00	9.00	\$ 21,000.00
500 HP Pump, 10,000 PSI, up to 90 GPM	150	PER HOUR	\$ 155.00	15.00	\$ 23,250.00
500 HP Pump, 20,000 PSI, up to 40 GPM	150	PER HOUR	\$ 165.00	15.00	\$ 24,750.00
Hot or Cold Water Pressure Washer - 5,000 PSI	300	PER HOUR	\$ 30.00	3.00	\$ 9,000.00
Sewer Jet Truck	200	PER HOUR	\$ 60.00	7.00	\$ 12,000.00
Sewer Jet - Vacuum Combination Truck	200	PER HOUR	\$ 95.00	9.00	\$ 19,000.00
Automated Lance Machine	200	PER HOUR	\$ 25.00	0.00	\$ 5,000.00
HYDROBLAST ACCESSORIES					
Additional Hydroblast Hose over the 200 foot standard - 50' Sections	150	PER SHIFT	\$ -		\$ -
Interior Tube Cleaning Equipment - Spin Nozzle	75	PER SHIFT	\$ 60.00		\$ 4,500.00
Exterior Surface Cleaning Equipment - Spin Jet	75	PER SHIFT	\$ -		\$ -
10K PSI 2-D or 3-D Cleaning Head	75	PER SHIFT	\$ 125.00		\$ 9,375.00
10K Splitter (MGV) with gun and device	75	PER SHIFT	\$ -		\$ -
20K Splitter (MGV) with gun and device	75	PER SHIFT	\$ -		\$ -
20K PSI 3-D High Volume Cleaning Tool	75	PER SHIFT	\$ 85.00		\$ 6,375.00
20K Gopher	75	PER SHIFT	\$ 80.00		\$ 6,000.00
1/2 inch Hose Reel Machine	100	PER SHIFT	\$ 200.00		\$ 20,000.00
TOTAL COST - HYDROBLAST SERVICES					\$ 173,250.00 C1

ULTRA HIGH PRESSURE (UHP) SERVICES					
40,000 PSI UHP Unit - Includes UHP unit, 100' hose, one UHP Gun and Control Unit	150	PER HOUR	\$ 175.00	9.00	\$ 26,250.00
Additional UHP Gun	50	PER DAY	\$ -		\$ -
Additional UHP Hose - per 50' sections	200	PER DAY	\$ -		\$ -
TOTAL COST - ULTRA HIGH PRESSURE (UHP) SERVICES					\$ 26,250.00 C2
Total Cost Input Sheet 3 = C1 + C2					\$ 199,500.00

- Equipment

Appendix B - Rates Workbook

BAFO REQUEST - Electric Plant Industrial Cleaning Services

EQUIPMENT OPERATING COSTS - 5 Year Estimate		Equipment Rate			TOTAL COST (ESTIMATED UNITS x COST / UNIT)
VACUUMING SERVICES	ESTIMATED UNITS	UNIT	COST / UNIT	FUEL USE (GAL/HOUR)	
VACUUMING SERVICES - Standard Vacuuming Services shall include the vacuum truck and a support truck with 100' of 6" pipe and 100' of hose.					
Wet/Dry Vacuum Truck - 3,000 Gal, 18CV, 27" Vacuum @ 5000 CFM	1700	PER HOUR	\$ 65.00	9.00	\$ 110,500.00
Liquid Ring Vacuum Truck (Flammable Service)	200	PER HOUR	\$ 65.00	9.00	\$ 13,000.00
Vacuum Truck - Liquid service only (rotary vane)	300	PER HOUR	\$ 60.00	9.00	\$ 18,000.00
VACUUM ACCESSORIES					
Additional Vacuum Hose / Pipe - 20' Section	1000	PER SHIFT	\$ -		\$ -
Metal Flex Vacuum Hose - 20' Section	1000	PER SHIFT	\$ 68.00		\$ 68,000.00
Temperature Compensation Device - In Line	500	PER SHIFT	\$ -		\$ -
TOTAL COST - VACUUMING SERVICES					\$ 209,500.00

D1

OTHER SUPPORT EQUIPMENT - FOR INFORMATION ONLY					
Acid/Alkaline Chemical Resistant Suit		EACH	\$ 30.00		
Atmospheric Monitoring Equipment, Portable		PER SHIFT	\$ 80.00		
Breathing Air Filter Box, Portable		PER SHIFT	\$ 80.00		
Copious Blower, portable ventilator		PER SHIFT	\$ -		
Cut resistant body armor (Kevlar)		PER SHIFT	\$ -		
Duct Tape		EACH	\$ 4.50		
Dust Mask		EACH	\$ 1.25		
Full Face Respirator		PER DAY	\$ 10.00		
Level APPE		EACH	\$ 20.00		
Level BPPE		EACH	\$ 15.00		
Level CPPE		EACH	\$ -		
Poly Sheeting / Roll (50' roll)		EACH	\$ 55.00		
Portable Lighting		PER SHIFT	\$ 35.00		
Purified Air Powered Respirator (PAPR)		PER SHIFT	\$ 65.00		
Safety Retrieval Device		PER SHIFT	\$ 80.00		
Tyvek Suit		EACH	\$ 4.00		
Waterblast Suit		EACH	\$ 13.00		
LS Diesel Fuel Cost at time of Bid Submission		\$/GAL	\$ 2.03		
Fuel Surcharge - this is the hourly fuel rate / gallon built into your vehicle & equipment costs		PER HOUR	\$ 2.30		

Total Cost Input Sheet 4 = D1

\$ 209,500.00

Free of charge

BAFO REQUEST - Electric Plant Industrial Cleaning Services

OPTION A - Personnel Services - Provide a Hourly Rate for Labor & Equipment Support, Five-Year Duration									
Assumptions - Up to 40 hours / week, overtime only paid after 40 hours OT only up to 1.5 X hourly rate, no double time allowed. IEA may work crews on alternate work schedules, within the weekly payroll period, days, nights, 4 / 10's, less than 40 hours, etc. non-consumable personnel equipment shall be included in hourly rates (i.e. Boots, Blast suits, ANSI gloves).									
#	PERSONNEL SERVICES	QUANTITY	UNIT OF MEASURE	Hourly Rate	Hours / Week	Overtime Hourly Rate (Max. 1.5X from overhead)	Weeks / 5 Years	TOTAL COST - FIVE YEARS	
1	SUPERINTENDENT	1	\$ / Hour	\$ 40.00	40	\$ 52.00	260	\$ 416,000.00	
2	EQUIPMENT OPERATOR	4	\$ / Hour	\$ 27.50	40	\$ 35.75	260	\$ 1,144,000.00	
3	TECHNICIAN	6	\$ / Hour	\$ 25.00	40	\$ 32.50	260	\$ 1,560,000.00	
OPTION A - Vacuum Equipment - Provide a Daily, Weekly and Monthly rate for the following vacuum equipment rental.									
Assumptions - Monthly Rate on all equipment is regardless of run hours. * The Company is responsible to track run hours to manage equipment maintenance. * If the equipment is removed from the site for maintenance or repair, a replacement shall be provided. * A piece of equipment onsite that is non-operational for > 24 hrs shall be replaced.									
#	VACUUM EQUIPMENT	Quantity	Monthly Rate	Months in 5 years	5 Year Total				
4	WET/DRY VACUUM TRUCK - 3,000 GAL, 18CY 27" VACUUM AT 5000 CFM	3	\$ 5,633.34	60	\$ 1,014,001.20				
5	VACUUM PIPE 6" - 20' SECTIONS	10	\$ -	60	\$ -				
6	METAL FLEX VACUUM HOSE 6" - 20' SECTIONS	6	\$ 44.67	60	\$ 15,081.20				
7	METAL FLEX VACUUM HOSE 4" - 20' SECTIONS	6	\$ 37.50	60	\$ 13,500.00				
8	SAFETY VACUUM BREAK 6"	3	\$ -	60	\$ -				
9	SAFETY VACUUM BREAK 4"	3	\$ -	60	\$ -				
OPTION A - Hydroblast Equipment - Monthly rate for the following vacuum equipment rental.									
Assumptions - Monthly Rate on all equipment is regardless of run hours. * The Company is responsible to track run hours to manage equipment maintenance. * If the equipment is removed from the site for maintenance or repair, a replacement shall be provided. * A piece of equipment onsite that is non-operational for > 24 hrs shall be replaced.									
#	HYDROBLASTING EQUIPMENT	Quantity	Monthly Rate	Months in 5 years	5 Year Total				
10	12,000 PSI HYDROBLASTER UP TO 42 GPM	1	\$ 3,250.00	60	\$ 195,000.00				
11	10,000 PSI 3-D CLEANING HEAD	1	\$ -	60	\$ -				
12	10,000 PSI 2-D CLEANING HEAD	1	\$ -	60	\$ -				
13	EXTERIOR SURFACE CLEANING EQUIPMENT - SPIN JET	1	\$ -	60	\$ -				
14	3/4" HP SUPPLY HOSE 10,000 PSI	4	\$ -	60	\$ -				
15	1/2" HP SUPPLY HOSE 15,000 PSI	4	\$ -	60	\$ -				
16	3/8" HP SUPPLY HOSE 15,000 PSI	2	\$ -	60	\$ -				
17	1/4" FLEX LANCE THERMOPLASTIC 15,000 PSI	1	\$ -	60	\$ -				
18	5/16" FLEX LANCE THERMOPLASTIC 15,000 PSI	1	\$ -	60	\$ -				
19	20k Gopher Pipe Cleaning Nozzle	1	\$ -	60	\$ -				
20	15k Dump Style Hand-Held Control Gun	1	\$ -	60	\$ -				
21	15k Dump Style Foot - Valve	1	\$ -	60	\$ -				
#	SUPPORT EQUIPMENT	Quantity	Monthly Rate	Months in 5 years	5 Year Total				
22	PULL BEHIND TRAILER	1	\$ -	60	\$ -				
23	SUPPORT VEHICLE (EQUIPMENT & ACCESSORIES)	1	\$ 600.00	60	\$ 36,000.00				
24	GOLF CART (to include gas and all maintenance costs)	3	\$ -	60	\$ -				
#	SUPPORT EQUIPMENT (consumables)	Quantity	Monthly Rate	Months in 5 years	5 Year Total				
25	DUCT TAPE	96	\$ 2.96	60	\$ 16,619.20				
26	DUST MASK	194	\$ 1.50	60	\$ 17,660.00				
27	TYVEK SUIT	194	\$ 2.96	60	\$ 17,660.00				
Total Cost OPTION A - FIVE YEAR TOTAL					\$	4,463,316.00			

BAF WILL SUPPLY THE FOLLOWING:
 6" VACUUM FLEX HOSES
 4" VACUUM FLEX HOSES
 CONTAINED SPACE MONITOR

APPENDIX B BAFO RESPONSE FORM
093-16 ELECTRIC PLANT INDUSTRIAL CLEANING SERVICES

The Proposer shall submit their Best and Final Offer (BAFO) electronically in PDF version, by email to: loverd@jea.com, by close of business **October 6, 2016**. Respondents that do not submit a Best and Final Offer, will have their initial submission used for final ranking determination.

Respondents submitting shall submit:

- 1.) BAFO Response Form
- 2.) Rates Workbook

PROPOSER INFORMATION:

COMPANY NAME: Thompson Industrial Services, LLC

BUSINESS ADDRESS: 14476-202 Duval Place West

CITY, STATE, ZIP CODE: Jacksonville, FL 32218

TELEPHONE: 904-741-0317

FAX: 904-741-0331

EMAIL ADDRESS: tharry@thompsonind.com

CLARIFICATIONS FOR BAFO.

1. A revised Response Rates Workbook is attached to this Best and Final Offer (BAFO) request. The Option A tab, has significant changes to the calculated approach to pricing and forecasting usage.
2. Respondents are encouraged to provide an example how your company provides value add services to a company when a customer has a specific industrial cleaning needs to that does not fit the typical crew operational model. They may include automation, modelling a project, etc.
3. JEA's intent is to Award two (2) contracts for the base scope of work, which is the T&M work on input sheets 1 through 4 of the Quotation of Rates Workbook. JEA is also considering the execution of Option A pricing, which is to be independent on the base scope of work. Per the Technical Specification, JEA may award the option A pricing to any of the short listed companies in this solicitation. JEA requests Respondents to consider any pricing concessions (incentives) that may be made to base scope of work pricing (input sheets 1 - 4) should JEA elect to award a specific company both the Base scope of work and Option A scope of work.

For the above 3 questions, please review the PDF file named "093-16 BAFO REQUEST Appendix B-Response form."

APPENDIX B BAFO RESPONSE FORM
093-16 ELECTRIC PLANT INDUSTRIAL CLEANING SERVICES

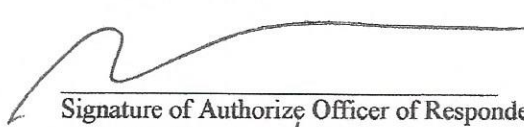
Respondent's Certification

By submitting this Response, the Respondent certifies (1) that it has read and reviewed all of the documents pertaining to this ITN and agrees to abide by the terms and conditions set forth therein, (2) that the person signing below is an authorized representative of the Respondent, and (3) that the Respondent is legally authorized to do business and maintains an active status in the State of Florida. The Respondent certifies that it's recent, current, and projected workload will not interfere with the Respondent's ability to work in a professional, diligent and timely manner.

The Respondent certifies, under penalty of perjury, that it holds all licenses, permits, certifications, insurances, bonds, and other credentials required by law, contract or practice to perform the Work. The Respondent also certifies that, upon the prospect of any change in the status of applicable licenses, permits, certifications, insurances, bonds or other credentials, the Respondent shall immediately notify JEA of status change.

Total From Quotation of Rates Workbook – Total Five Year Bid Price	\$ 2,635,587.50
Total Five year Bid Price Option A	\$ 4,992,888.20

We have received addenda _____ through _____ *h*


Signature of Authorize Officer of Respondent or Agent

Todd Harry / Tech. sales Rep.
Printed Name & Title

10-6-16

Date

704-512-9029
Phone Number

Appendix B - Rates Workbook

BAFO REQUEST - ELECTRIC PLANT INDUSTRIAL CLEANING SERVICES - RESPONDENT RATES WORKBOOK

Hourly Labor Rates and Per Diem Costs (5-Year Estimate) - Fill in the Yellow Cells Only						
Labor						
LABOR CLASSIFICATION	ESTIMATED ST HRS	ST RATE (\$/HR)	ESTIMATED ST LABOR COST	ESTIMATED OT HRS	OT RATE ¹ Up to 1.5 X Str. Time	ESTIMATED OT LABOR COST
PROJECT MANAGER	1200	\$ 41.25	\$ 49,500.00	600	\$ 65.13	\$ 39,078.00
SUPERINTENDENT	1500	\$ 37.49	\$ 56,235.00	750	\$ 58.58	\$ 43,935.00
SAFETY ENGINEER	1500	\$ 45.10	\$ 67,650.00	700	\$ 67.65	\$ 47,355.00
CREW LEADER	2000	\$ 31.26	\$ 62,520.00	1000	\$ 48.84	\$ 48,840.00
EQUIPMENT OPERATOR	2000	\$ 26.05	\$ 52,100.00	1000	\$ 40.71	\$ 40,710.00
TECHNICIAN	2000	\$ 22.42	\$ 44,840.00	1000	\$ 35.40	\$ 35,400.00
LABORER / HELPER	2000	\$ 19.97	\$ 39,940.00	1000	\$ 31.20	\$ 31,200.00
Subtotal - Straight Time Labor Cost		\$ 372,785.00		Subtotal - OT Labor Cost		\$ 286,518.00
		A1				A2
TOTAL COST INPUT SHEET 1 = A1 + A2						
				\$ 659,303.00		

Notes

1. Double Time (2X) Labor rates are not permitted. JEA will only pay up to 1.5 X the straight time rate for Overtime hours.
2. All Travel shall comply with JEA's Travel Policy. Current IRS.gov mileage rates will apply. Current daily maximum Per Diem rate (meals & lodging) per JEA Travel Policy is 150.00.
3. JEA will only pay per diem for Contractors that reside greater than 75 miles one way from the electric plant where the work is being performed - See Technical Specification 13.8.

Per Diem Rate - Respondent Shall Provide Per Diem Rate (JEA will only pay up to \$150.00 / day) (NOT subject to price adjustment) Rate X 500 = subtotal per diem		Per Diem Rate	Per Diem Subtotal
		\$ 90.00	\$ 45,000.00
Total Five Year Bid Price = Input Sheet 1 + Input Sheet 2 + Input Sheet 3 + Input Sheet 4		\$	2,635,587.50
Total Five Year Bid Price - OPTION A		\$	4,992,888.20

Appendix B - Rates Workbook

BAFO REQUEST - Electric Plant Industrial Cleaning Services

MATERIALS & CONSUMABLES MARKUP - 5 Year Estimate				
DESCRIPTION	ESTIMATED COST	PERCENT	TOTAL COST	
Materials Markup - not to exceed 10%	\$100,000.00	7%	\$	107,000.00
Consumables Markup - not to exceed 10%	\$100,000.00	7%	\$	107,000.00
TOTAL COST - MATERIALS & CONSUMABLES + MARKUP			\$	214,000.00

B1

EQUIPMENT RENTAL MARKUP - 5 Year Estimate				
DESCRIPTION	ESTIMATED COST	PERCENT	TOTAL COST	
Equipment Rental Markup - not to exceed 10% (Includes applicable Fuel costs)	\$75,000.00	7%	\$	80,250.00
TOTAL COST - EQUIPMENT RENTAL + MARKUP			\$	80,250.00

B2

SUBCONTRACT MARKUP - 5 Year Estimate				
DESCRIPTION	ESTIMATED COST	PERCENT	TOTAL COST	
Subcontract Markup - not to exceed 10%	\$75,000.00	7%	\$	80,250.00
TOTAL COST - SUBCONTRACT + MARKUP			\$	80,250.00

B3

EQUIPMENT OPERATING COSTS - 5 Year Estimate					
SUPPORT EQUIPMENT	ESTIMATED UNITS	UNIT	FUEL USE (GAL/HOUR)	COST / UNIT	TOTAL COST (ESTIMATED UNITS x COST / UNIT)
Shutdown / Support Trailer	250	PER SHIFT		\$ 106.40	\$ 26,600.00
Support Vehicle (Fuel & Equipment)	1,500	PER HOUR	3.00	\$ 14.50	\$ 21,750.00
Roll Off Transport Truck	500	PER HOUR	6.00	\$ 73.38	\$ 36,690.00
Support Vehicle - Round Trip Mileage, including O&M costs per 12.7.1	10,000	PER MILE	3.00	\$ 0.49	\$ 4,900.00
Frontline Truck (Hydroblast & Vacuum) - Roundtrip Mileage, including O&M costs per 12.7.1	10,000	PER MILE	13.00	\$ 0.96	\$ 9,600.00
5,000 Gallon Water Truck w/front bumper mounted cannon, front, rear & side sprayers (Straight Time Rate)	10,400	PER HOUR	8.00	\$ 80.11	\$ 833,144.00
5,000 Gallon Water Truck w/front bumper mounted cannon, front, rear & side sprayers (Overtime Rate)	1,000	PER HOUR		\$ 80.11	\$ 80,110.00
TOTAL COST - SUPPORT EQUIPMENT					\$ 1,012,794.00

B4

Total Cost Input Sheet 2 = B1 + B2 + B3 +B4	\$ 1,387,294.00
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Appendix B - Rates Workbook

BAFO REQUEST - Electric Plant Industrial Cleaning Services

EQUIPMENT OPERATING COSTS - 5 Year Estimate		Equipment Rate			
HYDROBLAST SERVICES	ESTIMATED UNITS	UNIT	COST / UNIT	FUEL USE (GAL/HOUR)	TOTAL COST (ESTIMATED UNITS x COST / UNIT)
HYDROBLAST EQUIPMENT - Standard hydroblast equipment shall include the pump, water hose, (1) gun or pedal and 200' of High Pressure Blast Hose.					
12,000 PSI Hydroblaster up to 42 GPM	200	PER HOUR	\$ 75.24	13.00	\$ 15,048.00
20,000 PSI Hydroblaster up to 20 GPM	200	PER HOUR	\$ 89.76	13.00	\$ 17,952.00
500 HP Pump, 10,000 PSI, up to 90 GPM	150	PER HOUR	\$ 138.71	15.00	\$ 20,806.50
500 HP Pump, 20,000 PSI, up to 40 GPM	150	PER HOUR	\$ 177.65	15.00	\$ 26,647.50
Hot or Cold Water Pressure Washer - 5,000 PSI	300	PER HOUR	\$ 34.65	2.00	\$ 10,395.00
Sewer Jet Truck	200	PER HOUR	\$ 74.69	13.00	\$ 14,938.00
Sewer Jet - Vacuum Combination Truck	200	PER HOUR	\$ 111.13	13.00	\$ 22,226.00
Automated Lance Machine	200	PER HOUR	\$ 49.40	0.00	\$ 9,880.00
HYDROBLAST ACCESSORIES					
Additional Hydroblast Hose over the 200 foot standard - 50' Sections	150	PER SHIFT	\$ 23.76		\$ 3,564.00
Interior Tube Cleaning Equipment - Spin Nozzle	75	PER SHIFT	\$ 110.88		\$ 8,316.00
Exterior Surface Cleaning Equipment - Spin Jet	75	PER SHIFT	\$ 110.88		\$ 8,316.00
10K PSI 2-D or 3-D Cleaning Head	75	PER SHIFT	\$ 316.80		\$ 23,760.00
10K Splitter (MGV) with gun and device	75	PER SHIFT	\$ 158.40		\$ 11,880.00
20K Splitter (MGV) with gun and device	75	PER SHIFT	\$ 158.40		\$ 11,880.00
20K PSI 3-D High Volume Cleaning Tool	75	PER SHIFT	\$ 316.80		\$ 23,760.00
20K Gopher	75	PER SHIFT	\$ 137.88		\$ 10,341.00
1/2 inch Hose Reel Machine	100	PER SHIFT	\$ 396.00		\$ 39,600.00
TOTAL COST - HYDROBLAST SERVICES					\$ 279,310.00

C1

ULTRA HIGH PRESSURE (UHP) SERVICES					
40,000 PSI UHP Unit - includes UHP unit, 100' hose, one UHP Gun and Control Unit	150	PER HOUR	\$ 229.15	0.00	\$ 34,372.50
Additional UHP Gun	50	PER DAY	\$ 32.90		\$ 1,645.00
Additional UHP Hose - per 50' sections	200	PER DAY	\$ 31.20		\$ 6,240.00
TOTAL COST - ULTRA HIGH PRESSURE (UHP) SERVICES					\$ 42,257.50

C2

Total Cost Input Sheet 3 = C1 + C2		\$ 321,567.50
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Appendix B - Rates Workbook

BAFO REQUEST - Electric Plant Industrial Cleaning Services

EQUIPMENT OPERATING COSTS - 5 Year Estimate		Equipment Rate			
VACUUMING SERVICES	ESTIMATED UNITS	UNIT	COST / UNIT	FUEL USE (GAL/HOUR)	TOTAL COST (ESTIMATED UNITS x COST / UNIT)
VACUUMING SERVICES - Standard Vacuuming Services shall include the vacuum truck and a support truck with 100' of 6" pipe and 100' of hose.					
Wet/Dry Vacuum Truck - 3,000 Gal, 18CY, 27" Vacuum @ 5000 CFM	1700	PER HOUR	\$ 79.21	13.00	\$ 134,657.00
Liquid Ring Vacuum Truck (Flammable Service)	200	PER HOUR	\$ 87.55	13.00	\$ 17,510.00
Vacuum Truck - Liquid service only (rotary vane)	300	PER HOUR	\$ 69.92	11.00	\$ 20,976.00
VACUUM ACCESSORIES					
Additional Vacuum Hose / Pipe - 20' Section	1000	PER SHIFT	\$ 14.75		\$ 14,750.00
Metal Flex Vacuum Hose - 20' Section	1000	PER SHIFT	\$ 21.76		\$ 21,760.00
Temperature Compensation Device - In Line	500	PER SHIFT	\$ 25.54		\$ 12,770.00
TOTAL COST - VACUUMING SERVICES					\$ 222,423.00

D1

OTHER SUPPORT EQUIPMENT - FOR INFORMATION ONLY					
Acid/Base Chemical Resistant Suit		EACH	\$ 42.24		
Atmospheric Monitoring Equipment, Portable		PER SHIFT	\$ 109.67		
Breathing Air Filter Box, Portable		PER SHIFT	\$ 145.92		
Coppus Blower, portable ventilator		PER SHIFT	\$ 26.65		
Cut resistant body armor (Kevlar)		PER SHIFT	\$ 56.54		
Duct Tape		EACH	\$ 6.34		
Dust Mask		EACH	\$ 6.27		
Full Face Respirator		PER DAY	\$ 11.00		
Level A PPE		EACH	\$ 950.00		
Level B PPE		EACH	\$ 264.00		
Level C PPE		EACH	\$ 105.60		
Poly Sheeting / Roll (50' roll)		EACH	\$ 41.80		
Portable Lighting		PER SHIFT	\$ 9.90		
Purified Air Powered Respirator (PAPR)		PER SHIFT	\$ 142.50		
Safety Retrieval Device		PER SHIFT	\$ 99.20		
Tyvek Suit		EACH	\$ 6.34		
Waterblast Suit		EACH	\$ 14.85		
LS Diesel Fuel Cost at time of Bid Submission		\$/GAL	\$ 2.39		
Fuel Surcharge - this is the hourly fuel rate / gallon built into your vehicle & equipment costs		PER HOUR	\$ 2.00		

Total Cost Input Sheet 4 = D1	\$ 222,423.00
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Appendix B - Rates Workbook

BAFO REQUEST - Electric Plant Industrial Cleaning Services

OPTION A - Personnel Services - Provide a Hourly Rate for Labor & Equipment Support, Five-Year Duration Assumptions - Up to 40 hours / week, overtime only paid after 40 hours OT only up to 1.5 X hourly rate, no double time allowed. JEA may work crews on alternate work schedules, within the weekly payroll period, days, nights, 4 / 10's, less than 40 hours, etc. non-consumable personnel equipment shall be included in hourly rates (i.e. Boots, Blast suits, ANSI gloves).									
#	PERSONNEL SERVICES	QUANTITY	UNIT OF MEASURE	Hourly Rate	Hours / Week	Overtime Hourly Rate Max 1.5X (not evaluated)	Weeks / 5 Years	TOTAL COST - FIVE YEARS	
1	SUPERINTENDENT	1	\$ / Hour	\$ 39.05	40	\$ 58.58	260	\$ 406,120.00	
2	EQUIPMENT OPERATOR	4	\$ / Hour	\$ 27.14	40	\$ 40.71	260	\$ 1,129,024.00	
3	TECHNICIAN	6	\$ / Hour	\$ 23.60	40	\$ 35.40	260	\$ 1,472,640.00	
OPTION A - Vacuum Equipment - Provide a Daily, Weekly and Monthly rate for the following vacuum equipment rental. Assumptions - Monthly Rate on all equipment is regardless of run hours. * The Company is responsible to track run hours to manage equipment maintenance. * If the equipment is removed from the site for maintenance or repair, a replacement shall be provided. * A piece of equipment onsite that is non-operational for > 24 hrs shall be replaced.									
#	VACUUM EQUIPMENT	Quantity							
4	WET/DRY VACUUM TRUCK - 3,000 GAL, 18CY 27" VACUUM AT 5000 CFM	3							
5	VACUUM PIPE 6" - 20' SECTIONS	10							
6	METAL FLEX VACUUM HOSE 6" - 20' SECTIONS	6							
7	METAL FLEX VACUUM HOSE 4" - 20' SECTIONS	6							
8	SAFETY VACUUM BREAK 6"	3							
9	SAFETY VACUUM BREAK 4"	3							
				Monthly Rate	Months in 5 years				5 Year Total
				\$ 6,821.57	60			\$ 1,227,882.60	
				\$ 47.50	60			\$ 28,500.00	
				\$ 35.00	60			\$ 12,600.00	
				\$ 31.17	60			\$ 11,221.20	
				\$ 1.67	60			\$ 300.60	
				\$ 1.67	60			\$ 300.60	

Appendix B - Rates Workbook

OPTION A - Hydroblast Equipment - Monthly rate for the following vacuum equipment rental.					
Assumptions - Monthly Rate on all equipment is regardless of run hours. * The Company is responsible to track run hours to manage equipment maintenance. * If the equipment is removed from the site for maintenance or repair, a replacement shall be provided. * A piece of equipment onsite that is non-operational for > 24 hrs shall be replaced.					
#	HYDROBLASTING EQUIPMENT	Quantity	Monthly Rate	Months in 5 years	5 Year Total
10	12,000 PSI HYDROBLASTER UP TO 42 GPM	1	\$ 4,568.92	60	\$ 274,135.20
11	10,000 PSI 3-D CLEANING HEAD	1	\$ 225.00	60	\$ 13,500.00
12	10,000 PSI 2-D CLEANING HEAD	1	\$ 65.00	60	\$ 3,900.00
13	EXTERIOR SURFACE CLEANING EQUIPMENT - SPIN JET	1	\$ 77.00	60	\$ 4,620.00
14	3/4" HP SUPPLY HOSE 10,000 PSI	4	\$ 12.50	60	\$ 3,000.00
15	1/2" HP SUPPLY HOSE 15,000 PSI	4	\$ 5.50	60	\$ 1,320.00
16	3/8" HP SUPPLY HOSE 15,000 PSI	2	\$ 12.50	60	\$ 1,500.00
17	1/4" FLEX LANCE THERMOPLASTIC 15,000 PSI	1	\$ 12.00	60	\$ 720.00
18	5/16" FLEX LANCE THERMOPLASTIC 15,000 PSI	1	\$ 18.00	60	\$ 1,080.00
19	20k Gopher Pipe Cleaning Nozzle	1	\$ 50.00	60	\$ 3,000.00
20	15K Dump Style Hand-Held Control Gun	1	\$ 20.00	60	\$ 1,200.00
21	15K Dump Style Foot - Valve	1	\$ 11.00	60	\$ 660.00
#	SUPPORT EQUIPMENT	Quantity	Monthly Rate	Months in 5 years	5 Year Total
22	PULL BEHIND TRAILER	1	\$ 100.00	60	\$ 6,000.00
23	SUPPORT VEHICLE (EQUIPMENT & ACCESSORIES)	1	\$ 1,500.00	60	\$ 90,000.00
24	GOLF CART (to include gas and all maintenance costs)	3	\$ 600.00	60	\$ 108,000.00
#	SUPPORT EQUIPMENT (consumables)	Quantity	Monthly Rate	Months in 5 years	5 Year Total
25	DUCT TAPE	96	\$ 6.60	60	\$ 38,016.00
26	DUST MASK	194	\$ 6.60	60	\$ 76,824.00
27	TYVEK SUIT	194	\$ 6.60	60	\$ 76,824.00
Total Cost OPTION A - FIVE YEAR TOTAL				\$	4,992,888.20

JEA WILL SUPPLY THE FOLLOWING:
 FUEL (ON-ROAD) ULTRA LOW SULFUR DIESEL
 6" VACUUM FLEX HOSES
 4" VACUUM FLEX HOSES
 CONFINED SPACE MONITOR

EVALUATION SUMMARY MATRIX FIRST ROUND											
Vendor Rankings			Evaluators				Buyer				
	GUEVARRA	READ	PHELPS	TOTALS	Average	Rank	RODNEY LOVGREN				
Cliff Berry	63.8	66.8	66.8	202.3	67.4	8					
Deep South	60.1	66.1	72.1	200.3	66.8	9					
EVO	73.8	75.8	73.8	223.3	74.4	6					
Hydro Chem	75.4	77.4	76.4	229.1	76.4	4					
Moran Environmental	68.8	81.8	75.8	226.8	75.3	5					
MPW	80.5	76.5	78.5	234.4	78.1	3					
Thompson	76.7	76.7	76.7	230.1	76.7	2					
Universal Services	77.7	86.7	76.7	241.1	80.4	1					
VEOLIA	67.5	75.5	79.5	222.5	74.2	7					
GUEVARRA							Total				
Cliff Berry							8				
Deep South							9				
EVO							6				
Hydro Chem							4				
Moran Environmental							5				
MPW							3				
Thompson							2				
Universal Services							1				
VEOLIA							7				
READ							Total				
Cliff Berry							68.8				
Deep South							68.1				
EVO							77.4				
Hydro Chem							81.6				
Moran Environmental							75.5				
MPW							86.7				
Thompson							76.7				
Universal Services							75.5				
VEOLIA							67.5				
PHELPS							Total				
Cliff Berry							69.8				
Deep South							72.1				
EVO							73.8				
Hydro Chem							76.4				
Moran Environmental							75.6				
MPW							78.5				
Thompson							79.7				
Universal Services							76.7				
VEOLIA							70.5				
Overall Averages							Total				
Cliff Berry							50.6				
Deep South							50.1				
EVO							55.8				
Hydro Chem							57.3				
Moran Environmental							56.4				
MPW							59.6				
Thompson							59.8				
Universal Services							60.3				
VEOLIA							65.2				

#	Company Name	Quotation of Rates	Option A
1	Cliff Berry	\$ 3,133,476.00	\$ 9,491,280.00
2	Deep South	\$ 2,486,576.00	\$ 5,864,928.00
3	EVO	\$ 2,537,100.00	\$ 6,182,525.40
4	Hydro Chem	\$ 2,802,014.00	\$ 6,161,631.60
5	Moran Environmental	\$ 1,853,665.00	\$ 7,715,520.00
6	MPW	\$ 2,375,800.00	\$ 4,596,320.00
7	Thompson	\$ 2,689,000.00	\$ 6,264,265.20
8	Universal Services	\$ 1,893,875.00	\$ 5,675,940.00
9	VEOLIA	\$ 2,773,500.00	\$ 1,951,500.00

50
Points30.3
38.1
37.3
36.4
48.5
36.9
35.2
50.0
34.1

EVALUATION SUMMARY MATRIX BAFO ROUND										
Vendor Rankings	Evaluators			Buyer		RODNEY LOVGREN				
	GUEVARRA	READ	PHELPS	TOTALS	Average	Rank				
Hydro Chem	88.5	86.5	84.5	259.5	86.5	3				
MPW	100.6	85.0	88.0	273.6	91.2	1				
Thompson	96.7	88.7	88.7	274.1	91.0	2				
Universal Services	74.7	83.7	73.7	232.1	77.4	4				
						10 POINT PRESENTATION ROUND				
GUEVARRA	Quotation of Rates (50 points) Buyer	Quality of Services (15 points) Evaluators	Past Performance (15 points) Lead Evaluator	Safety (10 points) Lead Evaluator	Proximity (8 points) Lead Evaluator	Financial Responsibility (4 points) Buyer	Total			
Hydro Chem	44.5	12.0	11.1	10.0	1.9	4.0	5.0	88.5		
MPW	50.0	15.0	12.7	8.0	0.9	4.0	10.0	100.6		
Thompson	42.2	15.0	13.3	9.0	3.2	4.0	10.0	98.7		
Universal Services	47.0	4.0	13.7	1.0	6.0	3.0	0.0	74.7		
						Total		Rank		
READ	Quotation of Rates (50 points) Buyer	Quality of Services (15 points) Evaluators	Past Performance (15 points) Lead Evaluator	Safety (10 points) Lead Evaluator	Proximity (8 points) Lead Evaluator	Financial Responsibility (4 points) Buyer	Total			
Hydro Chem	44.5	14.0	11.1	10.0	1.9	4.0	6.0	85.5		
MPW	50.0	10.0	12.7	8.0	0.9	4.0	10.0	85.6		
Thompson	42.2	15.0	13.3	9.0	3.2	4.0	9.0	86.7		
Universal Services	47.0	13.0	13.7	1.0	6.0	3.0	2.0	83.7		
						Total		Rank		
PHELPS	Quotation of Rates (50 points) Buyer	Quality of Services (15 points) Evaluators	Past Performance (15 points) Lead Evaluator	Safety (10 points) Lead Evaluator	Proximity (8 points) Lead Evaluator	Financial Responsibility (4 points) Buyer	Total			
Hydro Chem	44.5	13.0	11.1	10.0	1.9	4.0	9.0	84.5		
MPW	50.0	13.0	12.7	8.0	0.9	4.0	8.0	88.6		
Thompson	42.2	15.0	13.3	9.0	3.2	4.0	10.0	88.7		
Universal Services	47.0	3.0	13.7	1.0	6.0	3.0	3.0	73.7		
						Total		Rank		
Overall Averages	Quotation of Rates (50 points) Buyer	Quality of Services (15 points) Evaluators	Past Performance (15 points) Lead Evaluator	Safety (10 points) Lead Evaluator	Proximity (8 points) Lead Evaluator	Financial Responsibility (4 points) Buyer	Total			
Hydro Chem	33.4	9.8	8.3	7.5	1.4	3.0	63.4			
MPW	37.5	9.5	9.5	6.0	0.7	3.0	66.2			
Thompson	31.7	11.3	10.0	6.8	2.4	3.0	65.0			
Universal Services	35.3	5.0	10.3	0.8	4.5	2.3	58.0			

Rate Comparison for 093-16

LABOR CLASSIFICATION	Estimated HOURS		CURRENT CONTRACT AVE	OLD CONTRACT FOR COMPARE	NEW CONTRACT AVERAGE	NEW CONTRACT FOR COMPARISON
PROJECT MANAGER - ST RATE	1200	hourly rate	\$ 37.24	\$ 44,682.00	\$ 49.38	\$ 59,250.00
PROJECT MANAGER - OT RATE	1500	hourly rate	\$ 48.63	\$ 72,945.00	\$ 61.32	\$ 91,972.50
SUPERINTENDENT - ST RATE	1500	hourly rate	\$ 28.80	\$ 43,200.00	\$ 41.25	\$ 61,867.50
SUPERINTENDENT - OT RATE	2000	hourly rate	\$ 38.22	\$ 76,440.00	\$ 58.54	\$ 117,080.00
SAFETY ENGINEER - ST RATE	2000	hourly rate	\$ 38.00	\$ 76,000.00	\$ 37.93	\$ 75,850.00
SAFETY ENGINEER - OT RATE	2000	hourly rate	\$ 49.70	\$ 99,400.00	\$ 53.83	\$ 107,650.00
CREW LEADER - ST RATE	2000	hourly rate	\$ 27.80	\$ 55,600.00	\$ 33.51	\$ 67,010.00
CREW LEADER - OT RATE	600	hourly rate	\$ 37.22	\$ 22,332.00	\$ 47.67	\$ 28,602.00
EQUIPMENT OPERATOR - ST RATE	750	hourly rate	\$ 24.34	\$ 18,251.25	\$ 26.78	\$ 20,081.25
EQUIPMENT OPERATOR - OT RATE	700	hourly rate	\$ 32.77	\$ 22,939.00	\$ 38.23	\$ 26,761.00
TECHNICIAN - ST RATE	1000	hourly rate	\$ 19.46	\$ 19,455.00	\$ 23.71	\$ 23,710.00
TECHNICIAN - OT RATE	1000	hourly rate	\$ 26.74	\$ 26,735.00	\$ 33.95	\$ 33,950.00
				\$ 577,979.25		\$ 713,784.25
					23%	

Electric Plant Industrial Cleaning Services

OPTION A - Provide a Monthly Rate for Labor & Equipment Support, Five-Year Duration
Assume 8 hours/day, 40 hours/week, 52 weeks/year.

PERSONNEL SERVICES				OPTION A - BAFO BID			
	QUANTITY	UNIT OF MEASURE	ST RATE	OT RATE	TOTAL COST - FIVE YEARS		
SUPERINTENDENT	1	PER HOUR	\$ 40.00	\$ 52.00	\$ 416,000.00		
EQUIPMENT OPERATOR	4	PER HOUR	\$ 27.50	\$ 35.75	\$ 1,144,000.00		
TECHNICIAN	6	PER HOUR	\$ 25.00	\$ 32.50	\$ 1,560,000.00		
VACUUM EQUIPMENT							
WET/DRY VACUUM TRUCK - 3,000 GAL., 18CY 27" VACUUM AT 5000 CFM	3	PER MONTH	\$ 5,633.34				
VACUUM PIPE 6" - 20' SECTIONS	30	PER MONTH			\$ 1,014,000.20		
METAL FLEX VACUUM HOSE 6" - 20' SECTIONS	6	PER MONTH	\$ 44.67		\$ 268,020.00		
METAL FLEX VACUUM HOSE 4" - 20' SECTIONS	6	PER MONTH	\$ 37.50		\$ 225,000.00		
SAFETY VACUUM BREAK 6"	3	PER MONTH			\$ 13,500.00		
SAFETY VACUUM BREAK 4"	3	PER MONTH			\$ 13,500.00		
HYDROBLASTING EQUIPMENT							
32,000 PSI HYDROBLASTER UP TO 42 GPM	1	PER MONTH	\$ 3,250.00		\$ 39,000.00		
10,000 PSI 3 D CLEANING HEAD	1	PER MONTH			\$ 195,000.00		
10,000 PSI 2 D CLEANING HEAD	1	PER MONTH			\$ 195,000.00		
EXTERIOR SURFACE CLEANING EQUIPMENT - SPINJET	1	PER MONTH			\$ 195,000.00		
3/4" HP SUPPLY HOSE 10,000 PSI	4	PER MONTH			\$ 195,000.00		
1/2" HP SUPPLY HOSE 15,000 PSI	4	PER MONTH			\$ 195,000.00		
3/8" HP SUPPLY HOSE 15,000 PSI	2	PER MONTH			\$ 195,000.00		
1/4" FLEX LANCE THERMOPLASTIC 15,000 PSI	1	PER MONTH			\$ 195,000.00		
5/16" FLEX LANCE THERMOPLASTIC 15,000 PSI	1	PER MONTH			\$ 195,000.00		
SUPPORT EQUIPMENT							
PULL BEHIND TRAILER	1	PER MONTH			\$ 195,000.00		
SUPPORT VEHICLE (EQUIPMENT & ACCESSORIES)	1	PER MONTH	\$ 600.00		\$ 7,200.00		
GOLF CART (to include gas and all maintenance costs)	3	PER MONTH			\$ 195,000.00		
CONSUMABLES							
DUCT TAPE	96	PER MONTH	\$ 2.92		\$ 2,803.20		
DUST MASK	194	PER MONTH	\$ 1.50		\$ 2,910.00		
TYVEK SUIT	194	PER MONTH	\$ 2.96		\$ 5,742.40		
WATERBLAST SUIT	10	PER MONTH			\$ 195,000.00		
CUT-RESISTANT GLOVES, ANSI 105 LEVEL A6	40	PER MONTH			\$ 195,000.00		

Total Cost OPTION A - FIVE YEAR TOTAL

\$ 4,463,316.00

JEA WILL SUPPLY THE FOLLOWING:
 FUEL (ON-ROAD) ULTRA LOW SULFUR DIESEL
 6" VACUUM FLEX HOSES
 4" VACUUM FLEX HOSES
 CONFIRMED SPACE MONITOR

BAFO BID			
ST RATE	OT RATE	TOTAL COST - FIVE YEARS	
\$ 45.00	\$ 58.50	\$ 468,000.00	
\$ 27.50	\$ 35.75	\$ 1,144,000.00	
\$ 25.00	\$ 32.50	\$ 1,560,000.00	
HOURLY RATE			
YEARLY RATE	YEARLY RATE	FIVE YEAR TOTAL	
\$ 65.00	\$ 405,600.00	\$ 2,028,000.00	
\$ -	\$ -	\$ -	
\$ 5.67	\$ 70,761.60	\$ 353,808.00	
N/A		\$ -	
N/A		\$ -	
N/A		\$ -	
HOURLY RATE			
YEARLY RATE	YEARLY RATE	FIVE YEAR TOTAL	
\$ 65.00	\$ 135,200.00	\$ 676,000.00	
\$ 10.42	\$ 21,673.60	\$ 108,368.00	
\$ 10.42	\$ 21,673.60	\$ 108,368.00	
\$ -	\$ -	\$ -	
N/A		\$ -	
N/A		\$ -	
N/A		\$ -	
N/A		\$ -	
N/A		\$ -	
HOURLY RATE			
YEARLY RATE	YEARLY RATE	FIVE YEAR TOTAL	
\$ 2.08	\$ 4,326.40	\$ 21,632.00	
\$ 3.75	\$ 7,800.00	\$ 39,000.00	
N/A		\$ -	
EACH			
MONTHLY RATE	MONTHLY RATE	FIVE YEAR TOTAL	
\$ 4.50	\$ 432.00	\$ 25,200.00	
\$ 1.25	\$ 242.50	\$ 14,550.00	
\$ 4.00	\$ 776.00	\$ 46,560.00	
\$ 13.00	\$ 130.00	\$ 7,800.00	
N/A		\$ -	

\$ 6,602,006.00

Appendix B - Rates Workbook

BAFO REQUEST - ELECTRIC PLANT INDUSTRIAL CLEANING SERVICES - RESPONDENT RATES WORKBOOK

Hourly Labor Rates and Per Diem Costs (5-Year Estimate) - Fill in the Yellow Cells Only

Labor						
LABOR CLASSIFICATION	ESTIMATED ST HRS	ST RATE (\$/HR)	ESTIMATED ST LABOR COST	ESTIMATED OT HRS	OT RATE ¹ Up to 1.5 X Str. Time	ESTIMATED OT LABOR COST
PROJECT MANAGER	50	\$ 57.50	\$ 2,875.00	20	\$ 57.50	\$ 1,150.00
SUPERINTENDENT	51	\$ 45.00	\$ 2,295.00	20	\$ 58.50	\$ 1,170.00
SAFETY ENGINEER	54	\$ 30.75	\$ 1,660.50	20	\$ 40.00	\$ 800.00
CREW LEADER	54	\$ 35.75	\$ 1,930.50	20	\$ 46.50	\$ 930.00
EQUIPMENT OPERATOR	55	\$ 27.50	\$ 1,512.50	20	\$ 35.75	\$ 715.00
TECHNICIAN	55	\$ 25.00	\$ 1,375.00	20	\$ 32.50	\$ 650.00
LABORER / HELPER	53	\$ 16.95	\$ 898.35	20	\$ 22.05	\$ 441.00
Subtotal - Straight Time Labor Cost			\$ 12,546.85	Subtotal - OT Labor Cost		\$ 5,856.00
			A1			A2
TOTAL COST INPUT SHEET 1 = A1 + A2						\$ 18,402.85

Notes

1. Double Time (2X) Labor rates are not permitted. JEA will only pay up to 1.5 X the straight time rate for Overtime hours.
2. All Travel shall comply with JEA's Travel Policy. Current IRS.gov mileage rates will apply. Current daily **maximum** Per Diem rate (meals & lodging) per JEA Travel Policy is 150.00.
3. JEA will only pay per diem for Contractors that reside greater than 75 miles one way from the electric plant where the work is being performed - See Technical Specification 13.8.

	Per Diem Rate	Per Diem Subtotal
Per Diem Rate - Respondent Shall Provide Per Diem Rate (JEA will only pay up to \$150.00 / day) (NOT subject to price adjustment) Rate X 500 = subtotal per diem	\$ 70.00	\$ 2,800.00

Total Five Year Bid Price = Input Sheet 1 + Input Sheet 2 + Input Sheet 3 + Input Sheet 4	\$ 98,672.85
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Total Five Year Bid Price - OPTION A	\$ 259,327.76
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Appendix B - Rates Workbook

BAFO REQUEST - Electric Plant Industrial Cleaning Services

MATERIALS & CONSUMABLES MARKUP - 5 Year Estimate			
DESCRIPTION	ESTIMATED COST	PERCENT	TOTAL COST
Materials Markup - not to exceed 10%	\$10,000.00	5%	\$ 10,500.00
Consumables Markup - not to exceed 10%	\$10,000.00	5%	\$ 10,500.00
TOTAL COST - MATERIALS & CONSUMABLES + MARKUP			\$ 21,000.00

B1

EQUIPMENT RENTAL MARKUP - 5 Year Estimate			
DESCRIPTION	ESTIMATED COST	PERCENT	TOTAL COST
Equipment Rental Markup - not to exceed 10% (includes applicable Fuel costs)	\$10,000.00	5%	\$ 10,500.00
TOTAL COST - EQUIPMENT RENTAL + MARKUP			\$ 10,500.00

B2

SUBCONTRACT MARKUP - 5 Year Estimate			
DESCRIPTION	ESTIMATED COST	PERCENT	TOTAL COST
Subcontract Markup - not to exceed 10%	\$5,000.00	5%	\$ 5,250.00
TOTAL COST - SUBCONTRACT + MARKUP			\$ 5,250.00

B3

EQUIPMENT OPERATING COSTS - 5 Year Estimate					
SUPPORT EQUIPMENT	ESTIMATED UNITS	UNIT	FUEL USE (GAL/HOUR)	COST / UNIT	TOTAL COST (ESTIMATED UNITS x COST / UNIT)
Shutdown / Support Trailer	10	PER SHIFT		\$ 25.00	\$ 250.00
Support Vehicle (Fuel & Equipment)	10	PER HOUR	3.00	\$ 3.75	\$ 37.50
Roll Off Transport Truck	10	PER HOUR	7.00	\$ 25.00	\$ 250.00
Support Vehicle - Round Trip Mileage, including O&M costs per 12.7.1	10	PER MILE	5.00	\$ 1.25	\$ 12.50
Frontline Truck (Hydroblast & Vacuum) - Roundtrip Mileage, including O&M costs per 12.7.1	10	PER MILE	9.00	\$ 1.75	\$ 17.50
5,000 Gallon Water Truck w/front bumper mounted cannon, front, rear & side sprayers (Straight Time Rate)	10	PER HOUR	7.00	\$ 62.50	\$ 625.00
5,000 Gallon Water Truck w/front bumper mounted cannon, front, rear & side sprayers (Overtime Rate)	10	PER HOUR		\$ 70.75	\$ 707.50
TOTAL COST - SUPPORT EQUIPMENT					\$ 1,900.00

B4

Total Cost Input Sheet 2 = B1 + B2 + B3 +B4	\$ 38,650.00
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Appendix B - Rates Workbook

BAFO REQUEST - Electric Plant Industrial Cleaning Services

EQUIPMENT OPERATING COSTS - 5 Year Estimate		Equipment Rate			
HYDROBLAST SERVICES	ESTIMATED UNITS	UNIT	COST / UNIT	FUEL USE (GAL/HOUR)	TOTAL COST (ESTIMATED UNITS x COST / UNIT)
HYDROBLAST EQUIPMENT - Standard hydroblast equipment shall include the pump, water hose, (1) gun or pedal and 200' of High Pressure Blast Hose.					
12,000 PSI Hydroblaster up to 42 GPM	20	PER HOUR	\$ 65.00	9.00	\$ 1,300.00
20,000 PSI Hydroblaster up to 20 GPM	20	PER HOUR	\$ 105.00	9.00	\$ 2,100.00
500 HP Pump, 10,000 PSI, up to 90 GPM	20	PER HOUR	\$ 155.00	15.00	\$ 3,100.00
500 HP Pump, 20,000 PSI, up to 40 GPM	20	PER HOUR	\$ 165.00	15.00	\$ 3,300.00
Hot or Cold Water Pressure Washer - 5,000 PSI	20	PER HOUR	\$ 30.00	3.00	\$ 600.00
Sewer Jet Truck	20	PER HOUR	\$ 60.00	7.00	\$ 1,200.00
Sewer Jet - Vacuum Combination Truck	20	PER HOUR	\$ 95.00	9.00	\$ 1,900.00
Automated Lance Machine	20	PER HOUR	\$ 25.00	0.00	\$ 500.00
HYDROBLAST ACCESSORIES					
Additional Hydroblast Hose over the 200 foot standard - 50' Sections	10	PER SHIFT	\$ -		\$ -
Interior Tube Cleaning Equipment - Spin Nozzle	20	PER SHIFT	\$ 60.00		\$ 1,200.00
Exterior Surface Cleaning Equipment - Spin Jet	10	PER SHIFT	\$ -		\$ -
10K PSI 2-D or 3-D Cleaning Head	20	PER SHIFT	\$ 125.00		\$ 2,500.00
10K Splitter (MGV) with gun and device	10	PER SHIFT	\$ -		\$ -
20K Splitter (MGV) with gun and device	10	PER SHIFT	\$ -		\$ -
20K PSI 3-D High Volume Cleaning Tool	20	PER SHIFT	\$ 85.00		\$ 1,700.00
20K Gopher	20	PER SHIFT	\$ 80.00		\$ 1,600.00
1/2 inch Hose Reel Machine	20	PER SHIFT	\$ 200.00		\$ 4,000.00
TOTAL COST - HYDROBLAST SERVICES					\$ 25,000.00 C1

ULTRA HIGH PRESSURE (UHP) SERVICES					
40,000 PSI UHP Unit - includes UHP unit, 100' hose, one UHP Gun and Control Unit	20	PER HOUR	\$ 175.00	9.00	\$ 3,500.00
Additional UHP Gun	50	PER DAY	\$ -		\$ -
Additional UHP Hose - per 50' sections	200	PER DAY	\$ -		\$ -
TOTAL COST - ULTRA HIGH PRESSURE (UHP) SERVICES					\$ 3,500.00 C2

Total Cost Input Sheet 3 = C1 + C2				\$ 28,500.00
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Appendix B - Rates Workbook

BAFO REQUEST - Electric Plant Industrial Cleaning Services

EQUIPMENT OPERATING COSTS - 5 Year Estimate		Equipment Rate			
VACUUMING SERVICES	ESTIMATED UNITS	UNIT	COST / UNIT	FUEL USE (GAL/HOUR)	TOTAL COST (ESTIMATED UNITS x COST / UNIT)
VACUUMING SERVICES - Standard Vacuuming Services shall include the vacuum truck and a support truck with 100' of 6" pipe and 100' of hose.					
Wet/Dry Vacuum Truck - 3,000 Gal, 18CY, 27" Vacuum @ 5000 CFM	40	PER HOUR	\$ 65.00	9.00	\$ 2,600.00
Liquid Ring Vacuum Truck (Flammable Service)	40	PER HOUR	\$ 65.00	9.00	\$ 2,600.00
Vacuum Truck - Liquid service only (rotary vane)	40	PER HOUR	\$ 60.00	9.00	\$ 2,400.00
VACUUM ACCESSORIES					
Additional Vacuum Hose / Pipe - 20' Section	40	PER SHIFT	\$ -		\$ -
Metal Flex Vacuum Hose - 20' Section	40	PER SHIFT	\$ 68.00		\$ 2,720.00
Temperature Compensation Device - In Line	40	PER SHIFT	\$ -		\$ -
TOTAL COST - VACUUMING SERVICES					\$ 10,320.00

D1

OTHER SUPPORT EQUIPMENT - FOR INFORMATION ONLY					
Acid/Base Chemical Resistant Suit		EACH	\$ 30.00		
Atmospheric Monitoring Equipment, Portable		PER SHIFT	\$ 80.00		
Breathing Air Filter Box, Portable		PER SHIFT	\$ 80.00		
Coppus Blower, portable ventilator		PER SHIFT	\$ -		
Cut resistant body armor (Kevlar)		PER SHIFT	\$ -		
Duct Tape		EACH	\$ 4.50		
Dust Mask		EACH	\$ 1.25		
Full Face Respirator		PER DAY	\$ 10.00		
Level A PPE		EACH	\$ 20.00		
Level B PPE		EACH	\$ 15.00		
Level C PPE		EACH	\$ -		
Poly Sheeting / Roll (50' roll)		EACH	\$ 55.00		
Portable Lighting		PER SHIFT	\$ 35.00		
Purified Air Powered Respirator (PAPR)		PER SHIFT	\$ 65.00		
Safety Retrieval Device		PER SHIFT	\$ 80.00		
Tyvek Suit		EACH	\$ 4.00		
Waterblast Suit		EACH	\$ 13.00		
LS Diesel Fuel Cost at time of Bid Submission		\$/GAL	\$ 2.03		
Fuel Surcharge - this is the hourly fuel rate / gallon built into your vehicle & equipment costs		PER HOUR	\$ 2.30		

Total Cost Input Sheet 4 = D1	\$ 10,320.00
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BAFO REQUEST - Electric Plant Industrial Cleaning Services

OPTION A - Personnel Services - Provide a Hourly Rate for Labor & Equipment Support, Five-Year Duration								
Assumptions - Up to 40 hours / week, overtime only paid after 40 hours OT only up to 1.5 X hourly rate, no double time allowed. JEA may work crews on alternate work schedules, within the weekly payroll period, days, nights, 4 / 10's, less than 40 hours, etc. non-consumable personnel equipment shall be included in hourly rates (i.e. Boots, Blast suits, ANSI gloves).								
#	PERSONNEL SERVICES	QUANTITY	UNIT OF MEASURE	Hourly Rate	Hours / Week	Overtime Hourly Rate Max. 1.5X (not evaluated)	3 months of weeks	TOTAL COST - FIVE YEARS
1	SUPERINTENDENT	1	\$ / Hour	\$ 45.00	40	\$ 52.00	16	\$ 28,800.00
2	EQUIPMENT OPERATOR	4	\$ / Hour	\$ 27.50	40	\$ 35.75	16	\$ 70,400.00
3	TECHNICIAN	6	\$ / Hour	\$ 25.00	40	\$ 32.50	16	\$ 96,000.00
OPTION A - Vacuum Equipment - Provide a Daily, Weekly and Monthly rate for the following vacuum equipment rental.								
Assumptions - Monthly Rate on all equipment is regardless of run hours. * The Company is responsible to track run hours to manage equipment maintenance. * If the equipment is removed from the site for maintenance or repair, a replacement shall be provided. * A piece of equipment onsite that is non-operational for > 24 hrs shall be replaced.								
#	VACUUM EQUIPMENT	Quantity		Monthly Rate	3 months	5 Year Total		
4	WET/DRY VACUUM TRUCK - 3,000 GAL, 18CY 27" VACUUM AT 5000 CFM	3		\$ 5,633.34	3	\$ 50,700.06		
5	VACUUM PIPE 6" - 20' SECTIONS	10		\$ -	3	\$ -		
6	METAL FLEX VACUUM HOSE 6" - 20' SECTIONS	6		\$ 44.67	3	\$ 804.06		
7	METAL FLEX VACUUM HOSE 4" - 20' SECTIONS	6		\$ 37.50	3	\$ 675.00		
8	SAFETY VACUUM BREAK 6"	3		\$ -	3	\$ -		
9	SAFETY VACUUM BREAK 4"	3		\$ -	3	\$ -		
OPTION A - Hydroblast Equipment - Monthly rate for the following vacuum equipment rental.								
Assumptions - Monthly Rate on all equipment is regardless of run hours. * The Company is responsible to track run hours to manage equipment maintenance. * If the equipment is removed from the site for maintenance or repair, a replacement shall be provided. * A piece of equipment onsite that is non-operational for > 24 hrs shall be replaced.								
#	HYDROBLASTING EQUIPMENT	Quantity		Monthly Rate	3 months	5 Year Total		
10	12,000 PSI HYDROBLASTER UP TO 42 GPM	1		\$ 3,250.00	3	\$ 9,750.00		
11	10,000 PSI 3-D CLEANING HEAD	1		\$ -	3	\$ -		
12	10,000 PSI 2-D CLEANING HEAD	1		\$ -	3	\$ -		
13	EXTERIOR SURFACE CLEANING EQUIPMENT - SPIN JET	1		\$ -	3	\$ -		
14	3/4" HP SUPPLY HOSE 10,000 PSI	4		\$ -	3	\$ -		
15	1/2" HP SUPPLY HOSE 15,000 PSI	4		\$ -	3	\$ -		
16	3/8" HP SUPPLY HOSE 15,000 PSI	2		\$ -	3	\$ -		
17	1/4" FLEX LANCE THERMOPLASTIC 15,000 PSI	1		\$ -	3	\$ -		
18	5/16" FLEX LANCE THERMOPLASTIC 15,000 PSI	1		\$ -	3	\$ -		
19	20k Gopher Pipe Cleaning Nozzle	1		\$ -	3	\$ -		
20	15K Dump Style Hand-Held Control Gun	1		\$ -	3	\$ -		
21	15K Dump Style Foot - Valve	1	\$ -	3	\$ -			
#	SUPPORT EQUIPMENT	Quantity		Monthly Rate	3 months	5 Year Total		
22	PULL BEHIND TRAILER	1		\$ -	3	\$ -		
23	SUPPORT VEHICLE (EQUIPMENT & ACCESSORIES)	1		\$ 600.00	3	\$ 1,800.00		
24	GOLF CART (to include gas and all maintenance costs)	3		\$ -	3	\$ -		
#	SUPPORT EQUIPMENT (consumables)	Quantity		Monthly Rate	3 months	5 Year Total		
25	DUCT TAPE	18		\$ 2.92	3	\$ 157.68		
26	DUST MASK	20		\$ 1.50	3	\$ 90.00		
27	TYVEK SUIT	17		\$ 2.96	3	\$ 150.96		

Total Cost OPTION A - FIVE YEAR TOTAL	\$ 259,327.76
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JEA WILL SUPPLY THE FOLLOWING:
FUEL (ON-ROAD) ULTRA LOW SULFUR DIESEL
6" VACUUM FLEX HOSES
4" VACUUM FLEX HOSES
CONFINED SPACE MONITOR



Formal Bid and Award System

Award #3 September 23, 2021

Type of Award Request: JOINT PROJECT

Requestor Name: Hepburn, Brian

Requestor Phone: (904) 629-9269

Project Title: FDOT FPID: 437320-1-56-01 SR 115 - Soutel Drive to Nassau County Line

Project Number: 8007161 (W), 8007151 (S)

Project Location: JEA

Funds: Capital

Estimate: \$1,062,141.00

Scope of Work:

The Florida Department of Transportation (FDOT) Contractor will construct both force mains and water mains under the project. Force main construction includes approximately 850 linear feet of 8" PVC force main to replace the existing 16" ductile iron (DI) force main between Capper Road and Leonid Road including gate valves, fittings, connections to the existing force main, and grout filling the out-of-service 16" DI force main.

Water main construction includes approximately 900 feet of 16" PVC water main with gate valves, fittings, fire hydrants, and connections to existing water mains. The project also includes providing new 6" PVC laterals crossing Lem Turner at Tinsley Road and Carleon Road for future water main installation. The project provides an opportunity to increase the connectivity between two water treatment plants in the North Grid. This connection improves the supply from the Highlands Water Treatment Plant (WTP) to the Northwest WTP area during an outage.

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

Purchasing Agent: Kruck, Daniel R.

Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Address	Phone	Amount
FLORIDA DEPT OF TRANSPORTATION	FDOT, c/o Wells Fargo Bank, N.A., 1 Independent Drive, Jacksonville FL 32202	(813) 225-4338	\$1,062,141.00

Amount for entire term of Contract/PO: \$1,062,141.00

Award Amount for remainder of this FY: \$1,062,141.00

Length of Contract/PO Term: Project Completion

Begin Date: 09/24/2021

End Date: Project Completion (Estimated: December 2025)

JSEB Requirement: N/A - FDOT

BIDDER:

Name	Amount
FLORIDA DEPT OF TRANSPORTATION	\$1,062,141.00

Background/Recommendations:

JEA's force main and water main are within the FDOT's project footprint/right-of-way for roadway re-surfacing. This project will install and place out of service portions of the existing force main and water main within the project limits of the FDOT FPID 437320-1 SR 115 - Soutel Drive to Nassau County Line.

JEA's utility construction work will be included with FDOT's bid and constructed by FDOT's contractor via the terms of the existing JEA/FDOT Master Agreement. By doing so, roadway restoration costs will be minimized. Per the terms of the master agreement, JEA is prepaying FDOT for the estimated value of the construction work prior to FDOT design completion. Once the FDOT designer has completed the design, another estimate will be created. If that estimate is greater than this prepayment, W/WW will request an increase in prepayment to FDOT. If after bidding the prepaid amount is more than the construction costs, JEA will request a refund. Since this is an estimated payment the payment matches the JEA estimate, which is attached for reference. The water portion of the project is \$622,278.00 and the sewer portion is \$439,863.00.

Request approval to award payment to Florida Department of Transportation for FDOT SR 115 - Soutel Drive to Nassau County Line project in the amount of \$1,062,141.00, subject to the availability of lawfully appropriated funds.

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

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

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

APPROVALS:

Chairman, Awards Committee**Date**

Budget Representative**Date**



Florida Department of Transportation

RON DESANTIS
GOVERNOR

1109 S. Marion Avenue
Lake City, FL 32025

KEVIN J. THIBAUT, P.E.
SECRETARY

Date 9/17/2021 | 12:11 PM EDT

Mr. Mickhael Sulayman
JEA Water & Sewer
21 West Church Street
Jacksonville, FL 32202

**RE: UTILITY WORK BY HIGHWAY CONTRACTOR MASTER AGREEMENT (AT UAO
AND FDOT EXPENSE COMBINED)
FPID: 437320-1-56-01
County – Duval
State Road – 115
Project Location – SR 115 SOUTLE DRIVE TO NASSAU C/L**

Dear Mr. Sulayman:

This is your approved **Utility Work Order No. 2 /Notice to Proceed** in the amount of **\$1,062,141.00** for the construction work needed for JEA Water & Sewer facilities along SR115 as reflected under the terms of the of the executed **Utility Work by Highway Contractor Master Agreement (at UAO and FDOT Expense Combined)** dated December 7, 2000

The Department of Transportation is requesting deposit of the required funds by **September 30, 2021**.

Sincerely,

DocuSigned by:

John P. McCarthy

7ED472745432473
John P. McCarthy
D2 Utilities Administrator

Enclosures

cc: Clint McGraw, P.E.– Project Management – Email
Charmaine Small – OOC General Accounting Office – Email
D2 Estimates- Email
File – Letter & Agreement

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AGREEMENT SUMMARY SHEET

350-020-03
 COMPTROLLER
 02/16

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

1. Participant's Name: JEA Water & Sewer
 Participant's Address: 21 West Church Street
 City, State, Zip: Jacksonville, FL 32202
 Contact: Mickhael Sulayman Phone Number: (904) 665-6985
 E-Mail Address: sulams@jea.com Fax Number: (904) 665-5303
 Federal Employer ID # and address sequence: F592983007004
 FEID# has a verified W-9 registered with the Department of Financial Services: ☒ Yes ☐ No ☐ In Process
2. Refund Address: JEA Payment Processing CC-3, 21 West Church Street
Jacksonville, FL 32202
3. District Contact Person: John P. McCarthy Phone Number: (386) 961-7452
 District Number: 2 - Lake City Fax Number: (386) 758-3736
4. Agreement Date: 12/7/2000 5. Date Form Modified: 9/9/2021
6. Agreement Amount: \$1,182,099.52 7. Escrow Deposit Due Date: 9/30/2021
 Amount Due: \$ 1,062,141.00 Additional Deposits Due Date: _____
 Amount Due: \$ _____ Additional Deposits Due Date: _____
 Amount Due: \$ _____
8. County Name: DUVAL 9. FDOT County Number: 72
10. If fund type is LFR/LFRF (☐ Yes ☒ No), what is the anticipated start date of the payback: _____
 Is payback to be made in: ☐ Scheduled Payments _____ Quarterly ☐ Lump Sum
11. Participant is responsible for (check one): ☒ 100% ☐ Other Percentage (_____ %),
☐ Bid Items ☐ Lump Sum
 If participant is responsible for bid items, please complete the attached spreadsheet.
12. Description of Work: Construction work for JEA water and sewer system relocation.

13. Financial Project # Including 6X Phases	14. Amount	15. Work Program Fund Code	16. Federal Part. or Non-Federal Part.	17. Contract #	18. % to Bill
437320-1-36-10	\$119,958.52	LF	1	N/A	100%
437320-1-56-01	\$1,015,961.00	LF	1	N/A	100%
437320-1-66-01	\$46,180.00	LF	1	N/A	100%

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

20. Comments: WO #2 Construction work for JEA Water & Sewer facilities relocation
PSEE funding request 9/9/2021.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

UTILITY WORK ORDER CHANGE NO. 2

Financial Project ID: 437320-1-56-01	Federal Project ID: N/A
County: Duval	State Road No.: 115
District Document No: 1	
Utility Agency/Owner (UAO): JEA Water & Sewer	

A.

<p>1. The Agency is hereby authorized to observe the following changes in the plans and/or specifications to the subject Utility Agreement, and to perform such work accordingly, further described as: Utility Work by Highway Contractor Master Agreement (At UAO and FDOT Expense Combined)</p> <p>2. The items of work covered by this Work Order Change are referenced to an Agreement of record dated <u>12/07/2000</u>, and no Supplemental Agreement is required.</p>

B.

<p>1. The Utility Relocation Work is to conform to that shown by the utility adjustment plans as:</p> <p>a. <input type="checkbox"/> ATTACHED.</p> <p>b. <input checked="" type="checkbox"/> INCLUDED IN THE HIGHWAY CONTRACT PLANS.</p> <p>2. The cost of this Utility Work is:</p> <p>a. <input checked="" type="checkbox"/> NONREIMBURSABLE</p> <p>b. <input type="checkbox"/> REIMBURSABLE</p> <p>(1) <input type="checkbox"/> Force Account Method</p> <p>(2) <input type="checkbox"/> Lump Sum Method</p> <p>(3) <input type="checkbox"/> Third Party Contract Method</p>

C.

ESTIMATED COST OF WORK DUE TO THIS CHANGE:							
ITEM NO.	ITEM	UNIT	UNIT PRICE	WORK ELIMINATED (-)		ADDITIONAL WORK (+)	
				QUANTITY	AMOUNT	QUANTITY	AMOUNT
437320-1-56-01	WO #2						\$1,015,961.00
437320-1-66-01	WO #2						\$46,180.00
Sub-Totals.....							\$1,062,141.00
Net Cost of Construction Changes, this order.....							\$1,062,141.00
Cost of Construction Changes, previously ordered.....							\$119,958.52
Net Total Cost Construction Changes to Date.....							\$1,182,099.52
Contract Amount.....							\$1,182,099.52
Estimated Cost of Work Authorized to Date.....							\$1,182,099.52

Recommended: _____	9/9/2021	Approved: _____	9/17/2021 12:11 PM EDT
	Date		Date
Roland E. Davis		DocuSigned by: John P. McCarthy	
District Utility Coordinator		District Utility Engineer/Administrator	Division Administrator Federal Highway Administration
Roland E. Davis, EI		John P. McCarthy	
Typed Name		Typed Name	Typed Name

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



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

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

ESCROW WIRING and ACH INSTRUCTIONS

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

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

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

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

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

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

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

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

WITNESSETH:

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

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

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

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

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

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

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

1. Implementing Projects

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

a. First Contact.

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

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

- (3) In the event that the UAO timely indicates that it desires to implement a joint arrangement, the UAO shall also return a copy of the FDOT's plans on which the location of the existing Facilities is marked or verified to FDOT's satisfaction. The UAO shall also mark which of the Facilities the UAO believes are reimbursable under this Agreement.
- (4) If the UAO believes that the Utility Work is reimbursable under this Agreement, the UAO shall, by the date specified by the FDOT in the written notice, also return documentation of the basis for entitlement to reimbursement under the provisions of this Agreement, and a preliminary estimate of the cost for the Utility Work. Failure to timely return such documentation shall make the Utility Work not reimbursable.
- (5) After receipt of the documents required by Subparagraphs 1. a. (2), (3) and (4), the FDOT shall send a notice to the UAO confirming the implementation of the joint arrangement, and confirming the FDOT acceptance of the items specified by the UAO under Subparagraph 1.a.(2) above.
- (6) If the UAO fails to respond timely as required above or declines to implement a joint arrangement for the Project, or if the FDOT does not accept the items specified by the UAO specified under Subparagraph 1.a.(2), this Agreement shall no longer apply to the Utility Work for that Project and the Utility Work for that Project shall be performed under a separate arrangement.

b. Second Contact.

- (1) After confirmation of the implementation by the FDOT pursuant to Subparagraph 1.a.(5) above, the FDOT shall, at the appropriate time, send a notice to the UAO, along with an updated set of plans for the Project, specifying the time and place of a mandatory utility meeting.
- (2) A representative of the UAO familiar with the Project and the Facilities shall attend the meeting and be prepared to discuss the Project and the design for the Utility Work. The representative shall bring to the meeting a copy of the FDOT's updated plans marked with any existing Facilities not accurately shown thereon and marked with a preliminary Utility Work design concept.

c. Third Contact.

- (1) After the mandatory utility meeting, the FDOT shall, at the appropriate time, send the UAO:
 - (a) Additional updated FDOT plans for the Project;
 - (b) The FDOT's then current Utility Work Schedule form (said schedule to be used in the case of a bid rejection);
 - (c) If the Utility Work is reimbursable, the FDOT's then current utility estimate summary form;
 - (d) If not previously provided, a notice verifying eligibility for reimbursement or verifying that the Utility Work is not reimbursable;
 - (e) A notice specifying the return date by which the UAO must comply with Subparagraph 1.c.(2);
 - (f) A notice specifying whether a utility permit will be required for the Utility Work;
 - (g) A notice verifying the version of the Utility Accommodation Manual that will apply to the Utility Work;
 - (h) A notice verifying the stages for the Plans Package review under Subparagraph 1.c.7.;
 - (i) The current form of Memorandum of Agreement for deposit of funds referred to in Subparagraph 3.e.;
 - (j) The instruction form then being used by the FDOT for providing direction in following this process; and
 - (k) Such other information the FDOT deems pertinent.
- (2) Within the time frame specified in this third contact notice, the UAO shall return to the FDOT a final engineering design, plans, technical special provisions, a cost estimate, and a contingency Utility Work Schedule (said contingency schedule to be used in the case of a bid rejection) for the Utility

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

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

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

2. Performance of Utility Work

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

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

3. Cost of Utility Work

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

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

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

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

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(AT UAO AND FDOT EXPENSE COMBINED)

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

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

4. Claims Against UAO

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

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5. Out of Service Facilities

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

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

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UTILITIES
Rev. 10/00

6. Default

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

7. Indemnification

FOR GOVERNMENT-OWNED UTILITIES,

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

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

FOR NON-GOVERNMENT-OWNED UTILITIES,

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

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

8. Force Majeure

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

9. Miscellaneous

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

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 (AT UAO AND FDOT EXPENSE COMBINED)

"A" of Assurances is not required.

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

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

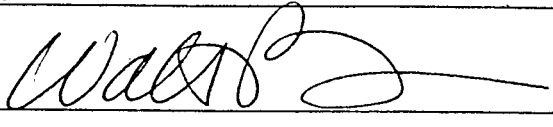
If to the FDOT: Florida Department of Transportation
 605 Suwannee Street, MS 32
 Tallahassee, Florida 32399-0405

10. Certification

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

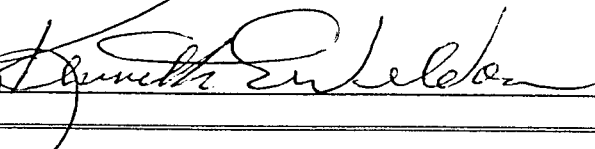
UTILITY WORK BY HIGHWAY CONTRACTOR MASTER AGREEMENT
(AT UAO AND FDOT EXPENSE COMBINED)Form No 710-010-64
UTILITIES
Rev. 10/00

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

UTILITY: JEABY: (Signature) DATE 11/14/07(Typed Name: WALTER P. BUSSETT, MANAGING DIRECTOR)

(Typed Title: _____)

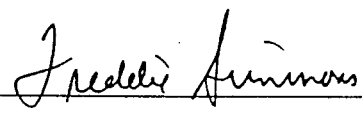
Recommend Approval by the State Utility Engineer

BY: (Signature) DATE: 12/7/2000

FDOT Legal review

BY: (Signature) 

District Counsel

DATE: 11-30-00STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATIONBY: (Signature) DATE: 12/5/00(Typed Name: Freddie Simmons)(Typed Title: State Highway Engineer)

FEDERAL HIGHWAY ADMINISTRATION (if applicable)

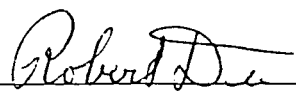
BY: _____

DATE: _____

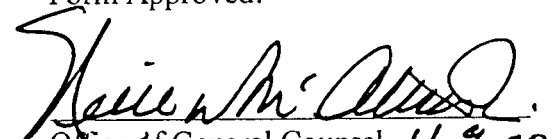
(Typed Name: _____)

(Typed Title: _____)

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


Robert Dix
Controller
JEA

Form Approved:


Office of General Counsel 11-9-00

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

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

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

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

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

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

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

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

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

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

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

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

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

“d. Alternative Design Procedure

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

thereof:

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

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

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

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

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

ATTEST:

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

DEPARTMENT:

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

Legal Review:

By: Roger Z Wood
Office of the General Counsel

ATTEST:

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

UAO:

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

Legal Review:

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

THREE PARTY ESCROW AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), **JEA Water & Sewer** ("Participant"), and the State of Florida, Department of Financial Services, Division of Treasury ("Escrow Agent"), and shall become effective upon the Agreement's execution by Escrow Agent.

WHEREAS, FDOT and Participant are engaged in the following project ("Project"):

Project Name: FDOT FPID# 437320-1 SR 115 FROM SOUTLE DRIVE TO NASSAU C/L
Project#: 437320-1-56-01
County: Duval

WHEREAS, FDOT and Participant desire to establish an escrow account for the project.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit will be made into an interest bearing escrow account established hereunder for the purposes of the Project. The escrow account will be opened with the Escrow Agent on behalf of FDOT upon Escrow Agent's receipt and execution of this Agreement.
2. Other deposits to the escrow account may be made during the life of this agreement.
3. Deposits will be delivered in accordance with instructions provided by the Escrow Agent to the FDOT for deposit into the escrow account. A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible.
4. FDOT's Comptroller or designee shall be the sole signatory on the escrow account with the Escrow Agent and shall have sole authority to authorize withdrawals from the account. Withdrawals will only be made to FDOT or the Participant in accordance with the instructions provided to the Escrow Agent by FDOT's Comptroller or designee.
5. Moneys in the escrow account will be invested in accordance with section 17.61, Florida Statutes. The Escrow Agent will invest the moneys expeditiously. Income is only earned on the moneys while invested. There is no guaranteed rate of return. Investments in the escrow account will be assessed a fee in accordance with Section 17.61(4)(b), Florida Statutes. All income of the investments shall accrue to the escrow account.
6. Unless instructed otherwise by FDOT, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project.

7. The Escrow Agent agrees to provide written confirmation of receipt of funds to FDOT. FDOT agrees to provide a copy of such written confirmation to Participant upon request.
8. The Escrow Agent further agrees to provide quarterly reports to FDOT concerning the escrow account. FDOT agrees to provide a copy of such quarterly reports to Participant upon request.
9. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith.
10. Escrow Agent shall have no liability for any claim, cost, expense, damage or loss due to the acts or omissions of FDOT and Participant, nor from any separate agreements between FDOT and Participant and shall have no responsibility to monitor or enforce any responsibilities herein or in any separate agreements associated with this Agreement between FDOT and Participant.
11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.
12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
13. This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it in the escrow account in accordance with the instructions given by FDOT's Comptroller or designee and notification from FDOT to Escrow Agent that the account is to be closed.

The remainder of this page is blank.

IN WITNESS WHEREOF, the parties have duly executed the Agreement on the date(s) below.

DocuSigned by:

Cheryl Ward

218EF3E95A7D452

For FDOT-OOC (signature)

Cheryl Ward, Deputy Comptroller, GAO

Name and Title

59-3024028

Federal Employer I.D. Number

9/9/2021 | 8:52 AM EDT

Date

Digitally signed by Mickhael Sulayman
Sulayman
Date: 2021.09.08 15:05:50
-04'00'

Mickhael Sulayman

For PARTICIPANT (signature)

Mickhael Sulayman

Manager-Project Management

F592983007004

Federal Employer I.D. Number

Date

FDOT Legal Review:

DocuSigned by:

Giselle Justo

D0F39D9F5E4D418...

[Signature]

For Escrow Agent (signature)

Tamara Collins, Director

Name and Title

9/9/21

Date



FDOT FPID# 437320-1 Water Relocation Estimate

CONSTRUCTION COST ESTIMATE

Project: Lem Turner Resurfacing - Water Main
CIP Cat: Water Distribution
File Name: WS21075 Lem Turner Resurfacing - Water Main
Cost Index: 12112.05 for June 2021
CP No: 182-12W



Project Mgr: Brian Hepburn
Estimator: N Simmons
Estimate No: WS21075
Rev. No: 0
Date: 6/14/2021

PROJECT DEFINITION		CLASS 5				
DIRECT CONSTRUCTION COSTS						
<u>Contractor Cost</u>		<u>Material</u>	<u>Labor</u>	<u>Equipment</u>	<u>Other/Sub-Cont.</u>	<u>TOTAL</u>
Total From Estimate Details - 16 Inch PVC Water Main		\$0	\$0	\$0	\$515,344	\$515,344
Escalation	5%	\$0	\$0	\$0	\$25,767.20	\$25,767
Subtotal Contractor Cost		\$0	\$0	\$0	\$541,111	\$541,111
FDOT Master Agreement Required Contingency 10%	10%	\$0	\$0	\$0	\$54,111.12	\$54,111
FDOT Master Agreement Required Project Administration Fee 5%	5%	\$0	\$0	\$0	\$27,056	\$27,056
Subtotal Contingency and Administration Fee		\$0	\$0	\$0	\$81,167	\$81,167
Total Contractor Costs		\$0	\$0	\$0	\$622,278	\$622,278
<u>Additional Direct Costs</u>		<u>Material</u>	<u>Labor</u>	<u>Equipment</u>	<u>Other/Sub-Cont.</u>	<u>TOTAL</u>
JEA Supplied Material and Other		\$0	\$0	\$0	\$0	\$0
JEA Other Contract Costs		\$0	\$0	\$0	\$0	\$0
Subtotal: Additional Direct Costs		\$0	\$0	\$0	\$0	\$0
Total Direct Costs		\$0	\$0	\$0	\$622,278	\$622,278

FDOT FPID# 437320-1 Sewer Relocation Estimate

CONSTRUCTION COST ESTIMATE

Project: Lem Turner Resurfacing - Force Main Replacement
CIP Cat: Sewer Collection
File Name: WS21076 Lem Turner Resurfacing - Force Main Replacement
Cost Index: 12112.05 for June 2021
CP No: 100-69



Project Mgr: Brian Hepburn
Estimator: N Simmons

Estimate No: WS21076
Rev. No: 0
Date: 6/14/2021

PROJECT DEFINITION

CLASS 5

DIRECT CONSTRUCTION COSTS

<u>Contractor Cost</u>		<u>Material</u>	<u>Labor</u>	<u>Equipment</u>	<u>Other/Sub-Cont.</u>	<u>TOTAL</u>
Total From Estimate Details - 8 Inch PVC FM		\$0	\$0	\$0	\$364,276	\$364,276
Escalation	5%	\$0	\$0	\$0	\$18,214	\$18,214
Subtotal Contractor Cost		\$0	\$0	\$0	\$382,490	\$382,490
FDOT Master Agreement Required Contingency 10%	10%	\$0	\$0	\$0	\$38,249	\$38,249
FDOT Master Agreement Required Project Administration Fee 5%	5%	\$0	\$0	\$0	\$19,124	\$19,124
Subtotal Contingency and Administration Fee		\$0	\$0	\$0	\$57,373	\$57,373
Total Contractor Costs		\$0	\$0	\$0	\$439,863	\$439,863

Additional Direct Costs

	<u>Material</u>	<u>Labor</u>	<u>Equipment</u>	<u>Other/Sub-Cont.</u>	<u>TOTAL</u>
JEA Supplied Material and Other	\$0	\$0	\$0	\$0	\$0
JEA Other Contract Costs	\$0	\$0	\$0	\$0	\$0
Subtotal: Additional Direct Costs	\$0	\$0	\$0	\$0	\$0
Total Direct Costs	\$0	\$0	\$0	\$439,863	\$439,863

Exhibit “A”

Scope of Work

FDOT FPID# 437320-1-56-01:

The cost within this agreement reflects the construction costs for JEA Water & Sewer’s relocation work needed to their facilities to accommodate FDOT’s construction along State Road 115.

FDOT FPID# 437320-1 Sewer Relocation Estimate

CONSTRUCTION COST ESTIMATE

Project: Lem Turner Resurfacing - Force Main Replacement
CIP Cat: Sewer Collection
File Name: WS21076 Lem Turner Resurfacing - Force Main Replacement
Cost Index: 12112.05 for June 2021
CP No: 100-69



Project Mgr: Brian Hepburn
Estimator: N Simmons

Estimate No: WS21076
Rev. No: 0
Date: 6/14/2021

PROJECT DEFINITION

CLASS 5

DIRECT CONSTRUCTION COSTS

<u>Contractor Cost</u>		<u>Material</u>	<u>Labor</u>	<u>Equipment</u>	<u>Other/Sub-Cont.</u>	<u>TOTAL</u>
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FDOT Master Agreement Required Project Administration Fee 5%	5%	\$0	\$0	\$0	\$19,124	\$19,124
Subtotal Contingency and Administration Fee		\$0	\$0	\$0	\$57,373	\$57,373
Total Contractor Costs		\$0	\$0	\$0	\$439,863	\$439,863

Additional Direct Costs

	<u>Material</u>	<u>Labor</u>	<u>Equipment</u>	<u>Other/Sub-Cont.</u>	<u>TOTAL</u>
JEA Supplied Material and Other	\$0	\$0	\$0	\$0	\$0
JEA Other Contract Costs	\$0	\$0	\$0	\$0	\$0
Subtotal: Additional Direct Costs	\$0	\$0	\$0	\$0	\$0
Total Direct Costs	\$0	\$0	\$0	\$439,863	\$439,863

FDOT FPID# 437320-1 Water Relocation Estimate

CONSTRUCTION COST ESTIMATE

Project: Lem Turner Resurfacing - Water Main
CIP Cat: Water Distribution
File Name: WS21075 Lem Turner Resurfacing - Water Main
Cost Index: 12112.05 for June 2021
CP No: 182-12W



Project Mgr: Brian Hepburn
Estimator: N Simmons

Estimate No: WS21075
Rev. No: 0
Date: 6/14/2021

PROJECT DEFINITION

CLASS 5

DIRECT CONSTRUCTION COSTS

<u>Contractor Cost</u>		<u>Material</u>	<u>Labor</u>	<u>Equipment</u>	<u>Other/Sub-Cont.</u>	<u>TOTAL</u>
Total From Estimate Details - 16 Inch PVC Water Main		\$0	\$0	\$0	\$515,344	\$515,344
Escalation	5%	\$0	\$0	\$0	\$25,767.20	\$25,767
Subtotal Contractor Cost		\$0	\$0	\$0	\$541,111	\$541,111
FDOT Master Agreement Required Contingency 10%	10%	\$0	\$0	\$0	\$54,111.12	\$54,111
FDOT Master Agreement Required Project Administration Fee 5%	5%	\$0	\$0	\$0	\$27,056	\$27,056
Subtotal Contingency and Administration Fee		\$0	\$0	\$0	\$81,167	\$81,167
Total Contractor Costs		\$0	\$0	\$0	\$622,278	\$622,278

<u>Additional Direct Costs</u>	<u>Material</u>	<u>Labor</u>	<u>Equipment</u>	<u>Other/Sub-Cont.</u>	<u>TOTAL</u>
JEA Supplied Material and Other	\$0	\$0	\$0	\$0	\$0
JEA Other Contract Costs	\$0	\$0	\$0	\$0	\$0
Subtotal: Additional Direct Costs	\$0	\$0	\$0	\$0	\$0
Total Direct Costs	\$0	\$0	\$0	\$622,278	\$622,278



Formal Bid and Award System

Award #4 September 23, 2021

Type of Award Request: CONTRACT AMENDMENT

Requestor Name: Edgar, Cindy L. - Dir Eng Systems & PMO

Requestor Phone: 904-665-7653

Project Title: Oracle Customer to Meter (C2M) Migration, Licenses, Support and Professional Services

Project Number: 8004943

Project Location: JEA

Funds: Capital

Budget Estimate: Change Order to original project budget made to cover these expenses. Transferred from FY22 TS Capital budget HOLD accounts

Scope of Work:

This request is for the proprietary purchase of new licenses, one (1) year of support after installation, and professional services for the upgrade and migration of existing Customer Care & Billing (CC&B) licenses to Oracle Customer to Meter (C2M). JEA is a current Oracle Utilities Customer Care & Billing (CC&B) customer running version 2.4 and will work directly with Oracle to provide the Customer to Meter (C2M) migration to C2M v2.6 that includes replacing the eMeter Meter Data Management (MDM) application with Oracle Utilities Meter Data Management (MDM), Smart Grid Gateway (SGG), Service Order Management (SOM), Operational Device Management (ODM), and Information Lifecycle Management (ILM) among others.

JEA's current MDM cannot handle the increase data management needed for smart meters, field data, and the need for new functionality. The C2M MDM migration will allow better centralized management of data from smart meters and connection to more than just meters on the grid including internet of things (IoT) to better integrate thermostats, home device sensors, products and services behind the meter. Moving programming from the meter to leading MDM within C2M reduces meter errors, allows quicker programming for new rates and programs in addition to increasing consistency for JEA's customers. C2M provides these benefits through the ability to identify faulty meters, meter tampering, meter health, transformer load management, and advanced outage management support including outage and restoration notification. C2M supports complex billing needs with an advanced pre-billing engine in a single application, single user interface, single database, and eliminates integrations. It will allow the streamline of data management and all meter-to-cash business processes and eliminate complex meter-to-cash integrations.

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

Purchasing Agent: Woyak, Nathan

Is this a Ratification?: No

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
ORACLE AMERICA INC.	Robert Szadek	robert.szadek@oracle.com	500 Oracle Parkway Redwood Shores, CA 94065	803-361-4350	\$932,646.00

Amount of Original Award: \$9,985,966.56

Date of Original Award: 11/15/2018

Contract Amendment Amount: \$932,646.00

List of Previous Amendments

CPA#	Amount	Date
178516	\$1,326,803.00	06/24/2021

New Not-To-Exceed Amount: \$12,245,415.56

Length of Contract/PO Term: Project Completion (Three (3) year Support Term through 11/18/2021)

Begin Date (mm/dd/yyyy): 11/12/2018

End Date (mm/dd/yyyy): Project Completion (Est Go Live March 2022, Post Go Live June 2022)

JSEB Requirement: N/A - Proprietary

Background/Recommendations:

Originally awarded and approved by the Awards Committee on 11/15/2018 to Oracle America Inc. On 06/24/2021, a Contract Amendment was approved at Awards Committee in the amount of \$1,326,803.00. Note, the support ending 11/18/2021 following expiration will be combined and co-termed with JEA's total O&M Oracle SKY Support contract and awarded separately. The previous awards are attached as backup.

This request is for a contract amendment to Oracle America Inc. in the amount of \$932,646.00 for additional professional staffing services needed to complete the C2M project. This amendment specifically includes a project extension representing the following professional services based on the original contract rates:

1. Provide up to nine-hundred six (906) person-hours of project management services.
2. Provide up to four-thousand eight (4,008) person-hours of defect analysis, triage and resolution, extension enhancement, configuration, testing, migration and conversions, dress rehearsals, and cutover planning assistance.
3. Provide up to six-hundred eighty (680) person-hours of go-live and post go-live functional assistance.

If the maximum assistance of five thousand five hundred ninety-four (5,594) hours described above are not consumed for the allocated activity, then such unused Assistance Person-Hours may be used to augment other assistance activities by mutual written agreement. Notwithstanding the foregoing, all unused Assistance Person-Hours expire forty (40) business days past the go-live date and are non-transferable and non-refundable.

These hours are for the project extension beyond September 30, 2021. The total project duration has been extended to forty-one (41) months with go-live scheduled at the thirty-nine (39) month with two (2) additional months of post go-live assistance. Payments for the final \$932,646.00 will be made as follows:

Payment Installment #	Installment Date	Installment Fee
1	October 1, 2021	\$300,000.00
2	November 1, 2021	\$250,000.00
3	December 1, 2021	\$200,000.00
4	January 1, 2022	\$100,000.00
5	February 1, 2022	\$50,000.00
6	March 1, 2022	\$32,646.00
Total		\$932,646.00

Oracle estimated an amount to complete the work for the C2M implementation in the original Award; however, there were several major delays related to the project planning & governance. Specifically, issues related to infrastructure, development, bug resolution, data migration/conversion, resource constraints, and testing approach which prevented the project from being completed as expected. The purpose of this amendment is to cover Oracle professional services assistance hours that exceed the original contract. The revised Oracle professional services staffing plan supports necessary resources

assigned to the project as of the second week of March 2021 through planned go-live scheduled in February 2021. The amendment also includes two months of post go-live support.

Request approval to award a contract Amendment to Oracle America Inc. in the amount of \$932,646.00, for a new not-to-exceed amount of \$12,245,415.56, subject to the availability of lawfully appropriated funds.

Director: Edgar, Cindy L. - Dir Eng Systems & PMO

Chief: Datz, Stephen H. - Interim Chief Information Officer

APPROVALS:

Chairman, Awards Committee

Date

Budget Representative

Date



ORDERING DOCUMENT/EXHIBIT AMENDMENT FOUR

Customer Name: JEA
Customer Address: 21 West Church Street
Jacksonville, FL 32202

Oracle America, Inc.
500 Oracle Parkway
Redwood Shores, CA 94065

ORACLE CONTRACT INFORMATION

This ordering document/exhibit amendment amends the ordering document and/or exhibit(s) listed below and all ordering document/exhibit amendments thereto (the “ordering document”) between you and Oracle America, Inc. (“Oracle”).

The ordering document/exhibit is amended as follows:

A. AMENDMENT DETAILS

1. Ordering document **US-7979600**

You and Oracle hereby agree to amend the ordering document as follows:

- a. Section A. **SERVICES**, Delete the Services Table in its entirety and replace with the following:

“Services	Reference	Fees	Estimated Expenses	Total Fees and Estimated Expenses*
Fixed Price Services	Exhibit 1	\$5,500,000.00	\$300,000.00	\$5,800,000.00
Fixed Price Services	ODA1	\$0.00	\$0.00	\$0.00
Fixed Price Services	ODA2	\$0.00	\$0.00	\$0.00
Fixed Price Services	ODA3	\$1,533,000.00	(\$206,197.00)	\$1,326,803.00
Fixed Price Services	ODA4	\$932,646.00	\$0.00	\$932,646.00
	Total	\$7,965,646.00	\$93,803.00	\$8,059,449.00”

- b. Section **B.5**. Delete B.5 in its entirety and replace with the following:

“5. Maximum Indebtedness. As required by Section 21.09(c) of the Charter of the City of Jacksonville, the maximum indebtedness of JEA with regard to the fees payable for the Services ordered under Section A of this Ordering Document shall not exceed the sum of **\$8,059,449.00**.”

2. Exhibit **One (1)**

You and Oracle hereby agree to amend the exhibit as follows:

- a. Section 1. Description of Services and Deliverables., Subsection A.5.a. Services., **Transition Phase**. Oracle Services. Delete items 4 and 5 and replace with the following:

“5. Transition Phase

“4) Conduct and lead up to two (2) production readiness assessments prior to go-live in order to assess go-live readiness.

5) Create production readiness assessment reports that documents the findings of each readiness assessment by providing a pass or fail assessment by business and technical area concerning the readiness to proceed with go-live.

a). “Production Readiness Assessment Report 1”.

b). “Production Readiness Assessment Report 2”.”

- b. Section 1. Description of Services and Deliverables., Subsection A.5.B. Services., **Transition Phase.** Oracle Deliverables. Delete the table in its entirety and replace with the following:

“Deliverable	Description
Transition Phase Status Report	The Transition Phase Status Report as described above in Section 1.A.5.a.3).
Production Readiness Assessment Report 1	The Production Readiness Assessment Report 1 as described above in Section 1.A.5.a.5).a).
Production Readiness Assessment Report 2	The Production Readiness Assessment Report 2 as described above in Section 1.A.5.a.5).b).”

- c. Section 1. Description of Services and Deliverables., Subsection A.9 Services., **Project Extension 4.** Add this section in its entirety with the following:

“9. Project Extension 4:

a. If the maximum assistance person-hours of five thousand five hundred ninety-four (5,594) described below are not consumed for the allocated activity then, by mutual written agreement such unused Assistance Person-Hours may be used to augment other assistance activities. Notwithstanding the foregoing, all unused Assistance Person-Hours expire forty (40) business days past the go-live date and are non-transferable and non-refundable. These hours are for the Project extension beyond September 30, 2021.

1) Provide up to nine-hundred six (906) person-hours of project management services.

2) Provide up to four-thousand eight (4,008) person-hours of defect analysis, triage and resolution, extension enhancement, configuration, testing, migration and conversions, dress rehearsals, and cutover planning assistance.

3) Provide up to six-hundred eighty (680) person-hours of go-live and post go-live functional assistance.

- d. Section 2. Your Obligations and Project Assumptions., Subsection B. Project Assumptions. Delete item 23 in its entirety and replace with the following:

“23. The total project duration is forty-one (41) months with a thirty-nine (39) month go-live and two (2) months of post go-live assistance.”

- e. Section 4. Fees and Expenses, and Taxes., Delete Subsection A in this entirety and replace with the following:

“A. You agree to pay Oracle a fee of \$5,500,000.00 for Services and deliverables described in this exhibit. This fee does not include expenses. Once a deliverable is accepted, or deemed accepted, in accordance with Section 3 (Acceptance of Deliverables), ninety percent (90%) of the corresponding fee for such deliverable specified below becomes due and payable; this payment obligation shall become noncancelable and the sum paid nonrefundable on Your acceptance date. The remaining ten percent (10%) of each corresponding fee not originally invoiced shall be due upon the acceptance, or deemed acceptance, in accordance with Section 3 (Acceptance of Deliverables) of all deliverables.

Deliverable(s)	Deliverable Description	Deliverable Fee	Payment Fee
Initial PMP	As described in Section 1.A.1.a.1).b).	\$156,042.37	\$140,438.14
Demonstration Environment Installation Report	As described in Section 1.A.2.a.1).b).	\$314,254.12	\$282,828.71
C2M Fundamentals Training Materials	As described in Section 1.A.2.a.2).b).	\$339,320.39	\$305,388.35
C2M Rate Engine Training Materials	As described in Section 1.A.3.a.2).b).	\$467,219.56	\$420,497.61
Analysis Report	As described in Section 1.A.3.a.3).c).	\$455,492.13	\$409,942.91
Updated MoSCoW Requirements List	As described in Section 1.A.3.a.3).e).	\$474,086.65	\$426,677.99
Data Conversion Strategy	As described in Section 1.A.3.a.4).a).	\$378,607.36	\$340,746.62
C2M Data Mapping Workbook	As described in Section 1.A.3.a.4).b).	\$390,550.79	\$351,495.71
MDM and ODM Data Conversion Design Specifications	As described in Section 1.A.4.a.2).a).	\$360,112.71	\$324,101.44
Billing Determinant Pivot Report	As described in Section 1.A.4.a.3).b).	\$338,505.15	\$304,654.63
Service Order Pivot Report	As described in Section 1.A.4.a.3).d).	\$330,315.15	\$297,283.63
C2M Extension Functional Designs	As described in Section 1.A.4.a.5).a).ii.	\$274,384.59	\$246,946.13
C2M Extensions	As described in Section 1.A.4.a.5).a).	\$267,884.44	\$241,096.00
Transition Phase Status Report	As described in Section 1.A.5.a.3).	\$234,870.55	\$211,383.49
Billing Determinant Pivot Report	As described in Section 1.A.4.a.3).b).	\$234,870.55	\$211,383.49
Production Readiness Report 2	As described in Section 1.A.5.a.5).b).	\$224,200.89	\$201,780.80
Post-Implementation Report	As described in Section 1.A.6.a.3).	\$259,282.61	\$233,354.35
Project Closure Report	As described in Section 1.A.1.a.3).d).		\$550,000.00
Total Fixed Fee			\$5,500,000.00

Expenses related to the providing of the Services and deliverables are estimated to be, in the aggregate, an additional \$93,803.00. Such expenses will be invoiced monthly as they are incurred. Oracle shall use reasonable efforts to comply with Your internal expense guidelines, attached hereto as Attachment B – JEA Travel Approval and Expense Reimbursement provided that (i) compliance with such guidelines does not place Oracle’s resources or agents in unsafe conditions or expose Oracle’s resources or agents to undue risk; (ii) notwithstanding anything in such guidelines, You understand and agree that Oracle resources and agents will make travel arrangements through, and using, Oracle’s travel providers; (iii) You must notify Oracle of any change to Your internal expense guidelines within fifteen (15) business days of such change taking effect; and (iv) Oracle's failure to adhere to any changes made to such guidelines shall not abrogate Your responsibility to reimburse Oracle for reasonable expenses and that Oracle will provide only copies of receipts and only for any expenses totaling more than \$25.00.

Notwithstanding the foregoing, for each resource performing Services at Your site, Oracle will invoice You a fee of \$50.00 per day ("Per Diem") for daily meal expenses only, excluding travel expenses. Such Per Diem is applicable to resources performing Services at Your site only. You will be invoiced for actual travel expenses as incurred.

Once expenses reach the expense estimate specified above, Oracle will use reasonable efforts to obtain Your prior written approval before invoicing any additional expense; however, Oracle's failure to obtain such approval shall not abrogate Your responsibility to reimburse Oracle for reasonable expenses in excess of the expense estimate.

You agree to pay Oracle the fee specified below for the Services described in Section 7 (Project Extension) of this exhibit in the ten (10) installments outlined below. This fee does not include expenses, if applicable. After each Installment Date, Oracle shall invoice, and You shall pay, the corresponding Payment Amount, and Your payment obligation is non-cancelable and the sum paid non-refundable.

Installment Number	Installment Date	Installment Fee
1	June 1, 2021	\$1,003,000.00
2	July 1, 2021	\$225,000.00
3	August 1, 2021	\$175,000.00
4	September 1, 2021	\$130,000.00
5	October 1, 2021	\$300,000.00
6	November 1, 2021	\$250,000.00
7	December 1, 2021	\$200,000.00
8	January 1, 2022	\$100,000.00
9	February 1, 2022	\$50,000.00
10	March 1, 2022	\$32,646.00
Total Fixed Fee		\$2,465,646.00

- f. Section 4. Fees and Expenses, and Taxes., Delete Subsection B in this entirety and replace with the following:

“B. Fees for additional services not specified in scope stated above may be provided on a time and materials (“T&M”) basis; that is, You shall pay Oracle for all of the time spent performing such services, plus materials and expenses.

1. US Resources. For a period of forty-one (41) months from the effective date of the ordering document, any additional fees for Services under this exhibit outside the total fees set forth within Section 4.A due to change orders or project delays will be invoiced to You at the rates as set forth below. Thereafter, unless otherwise agreed by You and Oracle in writing, Services performed under this exhibit will be provided at Oracle’s standard consulting rates in effect when Services are performed.

Oracle role	Consultant Level	Hourly Rate (US\$)
<ul style="list-style-type: none"> project/program manager lead solution architect lead technical architect 	8 – Practice / Technical Director	\$333.75
<ul style="list-style-type: none"> project manager solution architect functional architect technical architect senior SOA integration architect 	7 – Practice / Technical Manager	\$254.63
<ul style="list-style-type: none"> project administration senior functional designer technical architect database administration 	6M – Managing Principal Consultant	\$209.63
<ul style="list-style-type: none"> functional designer rates configuration designer SOA integration architect 	6T – Senior Principal Consultant	\$209.63

Oracle role	Consultant Level	Hourly Rate (US\$)
• functional designer	5 – Principal Consultant	\$187.25
• functional designer	4 – Senior Consultant	\$143.13

2. UK Resources. At Oracle’s discretion, Oracle may perform some of the Services outside the total fees set forth within Section 4.A due to change orders or project delays with Oracle resources and/or third party resources that are part of Oracle’s offshore resource pool (“Offshore Resource”). For a period of forty-one (41) months from the effective date of the ordering document, any additional fees for Services under this exhibit outside the total fees set forth within this section 4 due to change orders or project delays performed by Offshore Resources will be provided at the rates set forth below. Thereafter, unless otherwise agreed by You and Oracle in writing, Services performed under this exhibit by Offshore Resources will be provided at Oracle’s standard consulting rates for Offshore Resources in effect when Services are performed.

Oracle role	Consultant Level	Hourly Rate (US\$)
• project/program manager • lead solution architect • lead technical architect	8 – Practice / Technical Director	\$219.00
• project manager • solution architect • functional architect • technical architect • senior SOA integration architect	7 – Practice / Technical Manager	\$198.50
• project administration • senior functional designer • technical architect • database administration	6M – Managing Principal Consultant	\$150.00
• functional designer • rates configuration designer • SOA integration architect	6T – Senior Principal Consultant	\$150.00
• functional designer	5 – Principal Consultant	\$137.50
• functional designer	4 – Senior Consultant	\$112.50

3. Offshore Resources. At Oracle’s discretion, Oracle may perform some of the Services outside the total fees set forth within Section 4.A due to change orders or project delays with Oracle resources and/or third party resources that are part of Oracle’s offshore resource pool (“Offshore Resource”). For a period of seven (7) months from the effective date of this ordering document amendment four, any additional fees for Services under this exhibit outside the total fees set forth within this section 4 due to change orders or project delays performed by Offshore Resources will be provided at the rates set forth below. Thereafter, unless otherwise agreed by You and Oracle in writing, Services performed under this exhibit by Offshore Resources will be provided at Oracle’s standard consulting rates for Offshore Resources in effect when Services are performed.

Oracle Role	Consultant Level	Hourly Rate (US\$)
• offshore program manager	UGBU-Practice Dir/Senior Practice Director-Remote	\$175.00
• offshore project manager	UGBU-Practice Manager-Remote	\$125.00
• offshore technical lead	UGBU-Senior Principle Consultant-Remote	\$90.63

Oracle Role	Consultant Level	Hourly Rate (US\$)
<ul style="list-style-type: none"> offshore designer offshore database administration offshore SOA integration designer offshore developer 	UGBU-Senior/Principal Consultant-Remote	\$71.88
<ul style="list-style-type: none"> offshore developer 	UGBU-Associate/Staff Consultant-Remote	\$50.00"

B. ADDITIONAL TERMS

1. Order of Precedence. In the event of any inconsistencies between the ordering document and this ordering document/exhibit amendment, this ordering document/exhibit amendment shall take precedence.
2. Other. Subject to the modifications herein, the ordering document and applicable exhibit(s) shall remain in full force and effect.

This quote is valid through September 30, 2021 and shall become binding upon execution by you and acceptance by Oracle.

JEA

Oracle America, Inc.

Authorized Signature: _____

Authorized Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Signature Date: _____

Signature Date: _____

Ordering Document/Exhibit Amendment Effective Date: _____

{To be completed by Oracle}



Formal Bid and Award System

Award #4 June 24, 2021

Type of Award Request: CONTRACT AMENDMENT
Requestor Name: Benavides, Maria L. - Mgr Technology Project Mgmt
Requestor Phone: (904) 665-7046
Project Title: Oracle Customer to Meter (C2M) Migration, Licenses, Support and Professional Services
Project Number: 8004943
Project Location: JEA
Funds: Capital
Budget Estimate: N/A

Scope of Work:

This request is for the proprietary purchase of new licenses, one (1) year of support after installation, and professional services for the upgrade and migration of existing Customer Care & Billing (CC&B) licenses to Oracle Customer to Meter (C2M). JEA is a current Oracle Utilities Customer Care & Billing (CC&B) customer running version 2.4 and will work directly with Oracle to provide the Customer to Meter (C2M) migration to C2M v2.6 that includes replacing the eMeter meter data management application with Oracle Utilities Meter Data Management (MDM), Smart Grid Gateway (SGG), Service Order Management (SOM), Operational Device Management (ODM), and Information Lifecycle Management (ILM) among others.

JEA's current MDM cannot handle the increase data management needed for smart meters, field data, and the need for new functionality. The C2M MDM migration will allow better centralized management of data from smart meters and connection to more than just meters on the grid including internet of things (IoT) to better integrate thermostats, home devices sensors, products and services behind the meter. Moving programming from the meter to leading MDM within C2M reduces meter errors, allows quicker programming for new rates and programs and increases consistency for JEA's customers. C2M provides these benefits through the ability to identify faulty meters, meter tampering, meter health, transformer load management, and advanced outage management support including outage and restoration notification. C2M supports complex billing needs with an advanced pre-billing engine in a single application, single user interface, single database, and eliminates integrations. It will allow the streamline of data management and all meter-to-cash business processes and eliminate complex meter-to-cash integrations.

JEA IFB/RFP/State/City/GSA#: N/A
Purchasing Agent: Woyak, Nathan
Is this a Ratification?: YES - Partial \$341,064.26 shown in the historical staff plan attached as backup

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
ORACLE AMERICA INC.	Robert Szadek	robert.szadek@oracle.com	500 Oracle Parkway Redwood Shores, CA 94065	803-361-4350	\$1,326,803.00

Amount of Original Award: \$9,985,966.56
Date of Original Award: 11/15/2018

Contract Amendment Amount: \$1,326,803.00
New Not-To-Exceed Amount: \$11,312,769.56
Length of Contract/PO Term: Project Completion- (24 month Implementation, and Three (3) year Support Term through 11/18/2021)
Begin Date (mm/dd/yyyy): 11/12/2018
End Date (mm/dd/yyyy): Project Completion (Expected: 11/28/2021)
JSEB Requirement: N/A- Proprietary

Background/Recommendations:

Originally awarded and approved by the Awards Committee on 11/15/2018 to Oracle America Inc. The original award is attached as backup.

This request is for a contract amendment to Oracle America Inc. in the amount of \$1,326,803.00 for additional professional staffing services needed to complete the C2M project. This amendment will utilize the ad hoc professional staffing rates from the original contract for project delays and work outside the original identified deliverables. A portion of the work for \$341,064.26 is a ratification and has already been completed since March 2021, as shown in the historical staff plan, in which JEA is splitting a \$682,128.52 actual cost with Oracle. Originally, Oracle estimated an amount to complete the work for the C2M implementation in the original Award, however there were several key issues encountered during the project which have prevented the project from being completed as expected. The purpose of this amendment is to cover Oracle professional services assistance hours that exceed the original contract, in addition to Oracle professional services staffing extension based on current resources assigned to the project as of the second week of March 2021 through projected go-live targeting a four-day weekend which will most likely occur in Q1 of FY22, including twenty consecutive business days of post go-live support. A historical staff plan showing detailed hours and rates has already been completed and an extended staff plan showing detailed hours and rates are attached as backup. Note, this amendment includes a balance for unused travel expense of \$206,197.00 from the original agreement due to COVID-19 working remotely that will be applied to professional assistance hours.

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

Director: Edgar, Cindy L. - Dir Eng Systems & PMO
Chief: Datz, Stephen H. - Interim Chief Information Officer

APPROVALS:

 06/24/2021

Chairman, Awards Committee **Date**

 6/25/21

Budget Representative **Date**



Formal Bid and Award System

CPA 178516

Award #2 November 15, 2018

Type of Award Request: PROPRIETARY
Request #: 6422
Requestor Name: Benavides, Maria L. - Mgr Technology Project Mgmt
Requestor Phone: (904) 665-7046
Project Title: Oracle Customer to Meter (C2M) Migration, Licenses, Support and Professional Services
Project Number: 8004943 (Capital), HEB0500 (O&M)
Project Location: JEA
Funds: Capital and O&M
Budget Estimate: \$9,985,966.56 (\$7,974,761.66 Capital, \$407,568.22 O&M Year 1, \$801,818.34 O&M Year 2, \$801,818.34 O&M Year 2)

Scope of Work:

This request is for the proprietary purchase of new licenses, one (1) year of support after installation, and professional services for the upgrade and migration of existing Customer Care & Billing (CC&B) licenses to Oracle Customer to Meter (C2M). JEA is a current Oracle Utilities Customer Care & Billing (CC&B) customer running version 2.4 and will work directly with Oracle to provide the Customer to Meter (C2M) migration to C2M v2.6 that includes replacing the eMeter meter data management application with Oracle Utilities Meter Data Management (MDM), Smart Grid Gateway (SGG), Service Order Management (SOM), Operational Device Management (ODM), and Information Lifecycle Management (ILM) among others.

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

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
ORACLE AMERICA INC.	Daniel Matthews,	daniel.mathews@oracle.com	500 Oracle Parkway Redwood Shores, CA 94065	(214)-500-4397, (803) 361 4350	\$9,985,966.56
	Robert Szadek	robert.szadek@oracle.com			

Amount for the Entire Contract: \$9,985,966.56
Award Amount for the remainder this FY: \$6,039,101.99 (\$2,582,329.88 for licenses/support + \$3,456,772.11 Professional Services)
Length of Contract/PO Term: Project Completion- (24 month Implementation, and Three (3) year Support Term through 11/18/2021)
Begin Date (mm/dd/yyyy): 11/12/2018
End Date (mm/dd/yyyy): Project Completion
JSEB Requirement: N/A- Proprietary

Background/Recommendation

In 2007, JEA started using Oracle Customer Care & Billing (CC&B) which included \$7M in implementation cost and \$521,000.00 in annual support and upgraded in 2014. In 2017 Oracle introduced bundled Customer Information System (CIS) and Meter Data Management (MDM) products (integrated on the same database), called Customer to Meter (C2M). C2M is market-leading customer CIS and meter data management system (MDMS) in one complete solution. C2M offers a variety of prepackaged versions to meet specific needs of different utility types. C2M is now positioned as the new rebranded and re-architected Oracle CIS solution that will replace the CC&B offering. JEA's Technology Project Committee (TPC) approved this on 10/15/2018 and 11/15/2018, and the complete business case is attached as backup.

JEA's current MDM cannot handle the increase data management needed for smart meters, field data, and the need for new functionality. The C2M MDM migration will allow better centralized management of data from smart meters and connection to more than just meters on the grid including internet of things (IoT) to better integrate thermostats, home devices sensors, products and services behind the meter. Field data will be processed more efficiently to allow successful demand rate rollout and billing. Moving programming from the meter to leading MDM within C2M reduces meter errors, allows quicker programming for new rates and programs and increases consistency for JEA's customers. C2M provides these benefits through the ability to identify faulty meters, meter tampering, meter health, transformer load management, and advanced outage management support including outage and restoration notification. C2M supports complex billing needs with an advanced pre-billing engine in a single application, single user interface, single database, and eliminates integrations. It will allow the streamline of data management and all meter-to-cash business processes and eliminate complex meter-to-cash integrations.

In addition to the Oracle Utilities Meter Data Management (MDM) improvements above, C2M contains all modules below in the single platform with the following benefits:

Smart Grid Gateway Overview (SGG): Designed to be a single point of connection between applications and devices acts as a messaging broker to communicate with meters and other devices using a common interface. This allows the system to hide much of the background complexity that can occur when multiple head end or meter data collection systems are used.

Service Order Management (SOM): Delivers a new approach to handling the most common customer service order use cases for smart metering technology and traditional metering. Rather than generating specific field activity tasks, Oracle Utilities CCB triggers field activity requests that are based on the classic customer scenarios: start service, stop service, disconnect for non-payment, reconnect service, etc. Oracle Utilities (C2M) SOM receives these requests and determines whether the installed device technology can support electronic commands (sending messages via Oracle Utilities SGG), or not (meaning that a field visit is required to complete necessary tasks).

Operational Device Management (ODM): Provides functionality to handle large volumes of assets and to manage the receipt, installation, maintenance, tracking and removal of those assets.

ILM – Information Lifecycle Management: Automated data management and archiving to drastically reduce data storage costs while taking business requirements into account.

PM – Program Management: Module designed to drive more effective, successful customer programs ranging from promotional programs to conservation or energy efficiency.

AMP – Application Management Pack: Automating operational tasks of application lifecycle management, taking advantage of the power of management from Oracle Enterprise Manager.

OUA – Oracle Utility Analytics: Platform with Pre-built dashboards, embedded analytics based on industry best practices. Customer Analytics. Revenue Analytics, Credit & Collections, Meter Data Analytics, Device Analytics

The total C2M migration cost of \$8,382,329.88 is high; however, migration to C2M is in alignment with JEA trends required to support JEA's critical business drivers, future ready capabilities and innovation. The licensing and support cost of \$2,582,329.88 includes a 90% discount off Oracle list price on the new and migrated licenses, and rates are fixed for six (6) years for any future customer growth. Following the first year of support included with this agreement, support will be co-termed and added to JEA's existing support contract for all other JEA Oracle Support. The \$5,500,000.00 fixed fee for professional services for implementation and migration includes a twenty-four (24) month project duration with detailed payment milestones. In addition \$300,000.00 of estimated travel expense according to JEA's travel policy has been included in the award. Some implementation costs will be recovered via efficiency gains in field, call center, and back office support. JEA negotiated the following cost reductions from the initial offer: \$2.5M for professional services, \$200,000.00 estimated travel expense, \$50,420.16 license and support, and \$48,830.74 for removing the 3% support uplift for support in years two (2) and three (3). JEA's current annual expenses of \$407,568.22 to maintain the prior CC&B software shall be migrated to C2M's comprehensive suite of support products and support costs for C2M shall remain fixed through fiscal year 2021. The pricing agreements for licensing and support and professional services are attached as backup.

The budget for this project is \$9,985,966.56 (\$7,974,761.66 Capital, \$407,568.22 O&M Year 1, \$801,818.34 O&M Year 2, \$801,818.34 O&M Year 2). In FY19 JEA anticipates paying Oracle \$6,039,101.99 (\$2,582,329.88 for licenses/support + \$3,456,772.11 Professional Services) and \$2,343,227.89 for professional services in FY20. JEA will pay \$801,818.34 in support in both FY20 and FY21.

Request approval to award to Oracle America Inc. for Oracle Customer to Meter (C2M) Migration, Licenses, Support and Professional Services in the amount of \$9,985,966.56, subject to the availability of lawfully appropriated funds.

Director: Edgar, Cindy L. - Dir Eng Systems & PMO
VP: Cosgrave, Paul J. - VP & Chief Information Officer

APPROVALS:



Chairman, Awards Committee

11/15/18

Date



Manager, Capital Budget Planning

11/15/18

Date

**Cost Table Summary: Oracle Customer to Meter (C2M)
Migration, Licenses, Support and Professional Services**

Total Implementation and First Year of Support Cost

Product Description	Quantity Number of Customers 100 in Customer Count	One Time New License/Migration Cost	1 year Maintenance and Support Cost (22% of lic. cos)	
New Licenses- Oracle Utilities Advance Meter Solution	8470	\$867,544.88	\$190,859.87	
New Licenses- Oracle Utilities Smart Grid Gateway Adapter for Landis+Gyr	8250	\$84,501.12	\$18,590.25	
Migrated Licenses (New) Oracle Utilities Customer to Meter Base for Commercial and Industrial Customers	500	\$525,000.00	N/A- cost included in lines 5 & 6 below	
Migrated Licenses (New) Oracle Utilities Customer to Meter Base for Residential Customers	4500	\$315,000.00	N/A- cost included in lines 5 & 6 below	
Incremental (New Qty) Support Fees CC&B Licenses Migrated to new C2M	Existing Res. (420,000) New Res. (450,000)	N/A	\$184,800.00	
Migrated CC&B Support Fees from Existing Licenses (Will reduce existing support by this amount)	N/A	N/A	\$407,568.22	
Professional Services/Implementation and Migration	N/A	\$5,500,000.00	N/A	
Professional Services Estimated Travel Expense	N/A	\$300,000.00	N/A	
Credit for unused Existing Support 11/19/18-11/30/18	N/A	N/A	(\$11,534.46)	
Total	N/A	\$7,592,046.00	\$790,283.88	\$8,382,329.88

Support Only Cost Summary

Product Description	Year 1 Support	Year 2 Support	Year 3 Support
New Licenses- Oracle Utilities Advance Meter Solution	190,859.87	190,859.87	190,859.87
New Licenses- Oracle Utilities Smart Grid Gateway Adapter for Landis+Gyr	18,590.25	18,590.25	18,590.25
Migrated Licenses (New) Oracle Utilities Customer to Meter Base for Commercial and Industrial Customers (Includes new customer QTY \$184,800.00 and \$407,568.22 Migrated CC&B Support Fees from Existing Licenses)	365,521.01	365,521.01	365,521.01
Migrated Licenses (New) Oracle Utilities Customer to Meter Base for Residential Customers (Includes new customer QTY \$184,800.00 and \$407,568.22 Migrated CC&B Support Fees from Existing Licenses)	226,847.21	226,847.21	226,847.21
One time Existing Support Credit (Finishing current support 11 days early)	(\$11,534.46)	N/A	N/A
TOTAL SUPPORT PER YEAR	\$790,283.88	\$801,818.34	\$801,818.34

***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 X Proprietary _____ 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 work described on the Oracle proposal (Oracle Fixed
Price and Licensing) is not able to be completed by any other vendors; their level of experience with
C2M is extremely limited. These requirements and licenses / support allured to specialized skill set
not available outside Oracle professional services. C2M is an Oracle new product line**

 JOSE D. GARCIA 5645
Signature of appointed employee initiating the purchase request

11/6/2018
Date

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

JEA Future Labor Day Go Live (starting Mar 5, 2021)

Resource Name		Job Level	Team Role	Contract T&M Rates	Total Days
Projected Offshore Staffing					
PM		6	PH-Project Manager	\$ 90.63	176
Designer		6	PH-Designer CCB (Bill r	\$ 90.63	176
Developer		2 / 3	PH-Developer	\$ 50.00	310
Developer		4 / 5	PH-Developer CCB (Bill	\$ 71.88	417.5
					0
Recommended Staffing (Full/Half time)					0
Armistead, Ms Andrea Acuna	Full Time	7	US-Project Manager	\$ 254.63	1128.5
Mitchell, Kimberly E.	Full Time	7	US-Solution Architect (\$ 254.63	1192
Singh, Mr Parth	Full Time	5	US-Functional Designe	\$ 187.25	1178
Endla, Mr Vinay Kumar (Vinay)	Full time thru 5	5	US-Functional Consulti	\$ 187.25	492
Kumar, Tarun	50% thru UAT	7	US - Functional Archite	\$ 254.63	180
					0
Recommended Staffing (20% staff estimates)					0
Beresford, Damien	support billing	7	US-Functional Consulti	\$ 254.63	80
Tan, Derek	20% tech supp	6	US-Technical Architect	\$ 209.63	354
Thapa, Sithal	20% integratio	6	US-Technical Architect	\$ 209.63	183
					0
Recommended Adhoc Staffing (Projected Planning)					0
Parks, Thomas W. (Bill)	Additional sup	7	US-Technical Consulta	\$ 254.63	17
Pearson, Albert William Veideland (Additional sup	8	US-Solution Architect	\$ 333.75	18
Robinson, Mr Graeme Peter	Additional sup	8	GB-Technical BlackBelt	\$ 219.00	68
Wolanski, Walter	Additional sup	7	US-Technical Consulta	\$ 254.63	18
Soosainavis, Sahayaraj (Sahay)		8	US-Technical Architect	\$ 333.75	7
Grand Total					5995

		Actual	Actual	Actual	Actual	Actual	Actual	Actual
		SIT						
Total		12-Mar-21	19-Mar-21	26-Mar-21	02-Apr-21	09-Apr-21	16-Apr-21	23-Apr-21
\$ 15,951		10	14	8	9	10	11	10
\$ 15,951		1.25	2.25	1	0.5			7
\$ 15,500		12						
\$ 30,010		50	34					25.5
\$ -								
\$ -								
\$ 287,350		37	37	37	36.5	37	34	34
\$ 303,519		40	40	52	52	44	44	40
\$ 220,581		44	44	48	48	50	40	40
\$ 92,127		40	40	32	40	40	40	40
\$ 45,833		10	10	10	10	10	10	10
\$ -								
\$ -								
\$ 20,370		8	8	8	8	8	7	0
\$ 74,209		17	18	15	9	22	23	22
\$ 38,362				8	8		3	
\$ -								
\$ -								
\$ 4,329								1
\$ 6,008								2
\$ 14,892								
\$ 4,583		0	1					1
\$ 2,336		5				1		1
\$ 1,191,911		274	248	219	221	222	212	234

Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast
30-Apr-21	07-May-21	14-May-21	21-May-21	28-May-21	04-Jun-21	11-Jun-21
8	8	8	8	4	4	4
8	8	8	8	8	8	8
10	10	10	10	10	16	16
20	10	10	10	10	16	16
36	40	40	40	40	40	40
40	40	40	40	40	40	40
24	40	40	40	40	40	40
40	40	40	40	40		
10	10	10	10	10	10	10
1	8	8	8	8		
20	8	8	8	20	8	8
4	8	8	8	8	8	8
	4	4	4	4		
	4	4	4	4		
	2	2	2	2		
	4	4	4	4		
221	244	244	244	252	190	190

Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast
UAT				Parallel Testing			
18-Jun-21	25-Jun-21	02-Jul-21	09-Jul-21	16-Jul-21	23-Jul-21	30-Jul-21	06-Aug-21
4	4	4	4	4	4	4	4
8	8	8	8	8	8	8	8
16	16	16	16	16	16	16	16
16	16	16	16	16	16	16	16
40	40	40	40	40	40	40	40
40	40	40	40	40	40	40	40
40	40	40	40	40	40	40	40
10	10	10	10				
8	8	8	20	8	8	8	8
8	8	8	8	4	4	4	4
			4	12	4		
190	190	190	206	188	180	176	176

Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast
				Go Live		
13-Aug-21	20-Aug-21	27-Aug-21	03-Sep-21	10-Sep-21	17-Sep-21	24-Sep-21
4	4	4	4	4	4	4
8	4	4	4	8	8	8
16	8	8	8	16	16	16
16	8	8	8	16	16	16
40	40	40	40	40	40	40
40	40	40	40	40	40	40
40	40	40	40	40	40	40
				20		
8	4	4	4	40	8	4
4	4	4	4	40	4	4
4	12	4		16	2	2
180	164	156	152	280	178	174

Oncor CC&B Upgrade		
Project Phase	Mo 1 Jun-20	Mo 2 Jul-20

Project Timeline								Mo 1 6/1	Mo 2 7/1
Resource	Proposed Resource	Phase	Area	Level	Rate	Tot Hrs	Total Cost		
US									
Project Manager	Armistead, Andrea			7	\$254.63	1296	\$330,000.48	144	144
SOA Architect	Korivi, Rakesh			7	\$254.63	0	\$0.00		
Direct Load 1	Tan, Derek		Conversion	6	\$209.63	376	\$78,820.88		
Direct Load 2	Endla, Vinay		Conversion	5	\$187.25	366	\$68,533.50		
Direct Load 3 - BB	Robinson, Graemme		Conversion	8	\$333.75	2	\$667.50		
BlackBelt	Robinson, Graeme	Assist		8	\$333.75	5	\$1,501.88		
C2M Architect	Al Pearson	Assist		8	\$333.75	5	\$1,668.75		
C2M Architect	Damien Beresford	Assist		7	\$254.63	49	\$12,476.87		
Solution Architect	Kimberly Mitchell	Assist		7	\$254.63	334	\$85,046.42		
Designer	Parth Singh	Assist		5	\$187.25	315	\$58,983.75		
Integration Architect	Rakesh Korivi	Assist		6	\$209.63	68	\$14,254.84		
C2M Architect	Tarun Kumar	Assist		7	\$254.63	105	\$26,736.15		
C2M Architect	Thomas Parks	Assist		7	\$254.63	3	\$763.89		
C2M Architect	Walter Wolanski	Assist		7	\$254.63	11	\$2,673.62		
							\$682,128.52		
						JEA SPLIT COST	\$ 341,064.26		

Mo 20	Mo 21	Mo 22
Jan-22	Feb-22	Mar-22

Mo 20	Mo 21	Mo 22
1/1	2/1	3/1

# work weeks	% Onsite	Total
32	0%	0
9	0%	0
11	0%	0
18	0%	0
19	0%	0
19	0%	0
19	0%	0
18	0%	0



ORDERING DOCUMENT/EXHIBIT AMENDMENT THREE

Customer Name: JEA
Customer Address: 21 West Church Street
Jacksonville, FL 32202

Oracle America, Inc.
500 Oracle Parkway
Redwood Shores, CA 94065

ORACLE CONTRACT INFORMATION

This ordering document/exhibit amendment amends the ordering document and/or exhibit(s) listed below and all ordering document/exhibit amendments thereto (the “ordering document”) between you and Oracle America, Inc. (“Oracle”).

The ordering document/exhibit is amended as follows:

A. AMENDMENT DETAILS

1. Ordering document **US-7979600**

You and Oracle hereby agree to amend the ordering document as follows:

- a. Section A. **SERVICES**, Delete the Services Table in its entirety and replace with the following:

“Services	Reference	Fees	Estimated Expenses	Total Fees and Estimated Expenses*
Fixed Price Services	Exhibit 1	\$5,500,000.00	\$300,000.00	\$5,800,000.00
Fixed Price Services	ODA1	\$0.00	\$0.00	\$0.00
Fixed Price Services	ODA2	\$0.00	\$0.00	\$0.00
Fixed Price Services	ODA3	\$1,533,00.00	(\$206,197.00)	\$1,326,803.00
	Total	\$7,033,000.00	\$93,803.00	\$7,126,803.00”

1. Exhibit **One (1)**

You and Oracle hereby agree to amend the exhibit as follows:

- a. Section 1. Description of Services and Deliverables., Subsection A.2.a.1) Services., **Inception Phase**, Oracle Services, Technical Infrastructure. Delete item e) in its entirety and replace with the following:

- “e). Provide up to one hundred thirty (130) person-hours of assistance for the following activities led by You:
- Infrastructure Management Plan (“IMP”);
 - Code package of all of Your custom modules as outlined in Attachment A – CEMLI Spreadsheet for C2J and C2M v2.7 upgrade activities;
 - Data structure and configuration data of Your CC&B v2.4.0.2 non-production environment to Oracle for C2J and C2M v2.7 upgrade activities; and

- iv. Data sub-setting, encryption, Lightweight Directory Access Protocol (“LDAP”), Active-Active and masking activities.”
- b. Section 1. Description of Services and Deliverables., Subsection A.3.a.1) Services., **Elaboration Phase**, Oracle Services, Technical Infrastructure. Delete item c) in its entirety and replace with the following:
 - “c). Provide up to one hundred twenty-four (124) person-hours of assistance for technical activities led by You including:
 - i. Installation and management of C2M v2.7 non-production environments except where Oracle is obligated to perform installation services as outlined in Section 1.A.3.a.1).a).; and
 - ii. Technical troubleshooting for C2M v2.7 environments installed and managed by You.”
- c. Section 1. Description of Services and Deliverables., Subsection A.4.a.1) Services., **Construction Phase**, Oracle Services, Technical Infrastructure. Delete item c) in its entirety and replace with the following:
 - “c). Provide up to one hundred twenty-four (124) person-hours of assistance for technical activities led by You including:
 - i. Installation and management of C2M v2.7 non-production environments except where Oracle is obligated to perform installation services as outlined in Section 1.A.3.a.1).a).; and
 - ii. Technical troubleshooting for C2M v2.7 environments installed and managed by You.”
- d. Section 1. Description of Services and Deliverables., Subsection A.4.a.2) Services., **Construction Phase**, Oracle Services, Data Conversion. Delete item b) in its entirety and replace with the following:
 - “b). Provide up to five hundred eighty-six (586) person-hours of assistance to You for the data conversion activities led by You, including:
 - i. Create the process to extract and transform data from Your current MDM to Oracle MDM;
 - ii. Execute the processes to load C2M production schema;
 - iii. Create data reconciliation and balancing routines; and
 - iv. Prepare and execute mock conversions.”
- e. Section 1. Description of Services and Deliverables., Subsection A.4.a.3) Services., **Construction Phase**, Oracle Services, Configuration. Delete item h) in its entirety.
- f. Section 1. Description of Services and Deliverables., Subsection A.4.a.5) Services., **Construction Phase**, Oracle Services, Custom Extension Creation. Add the following after item a):
 - “b). Provide up to two hundred ninety-eight (298) person-hours of L&G custom file creation to assist You in Your Project activities.
 - c). Provide up to three hundred two (302) person-hours of ITRON custom file creation to assist You in Your Project activities.
 - d). Provide up to seventy-six (76) person-hours of custom rate algorithm configuration to assist You in Your Project activities.”
- g. Section 1. Description of Services and Deliverables., Subsection A.4.a.6) Services., **Construction Phase**, Oracle Services, Testing. Delete item a) in its entirety and replace with the following:
 - “a). Provide up to one thousand one hundred forty-two (1,142) person-hours of assistance to You for the testing activities led by You including:
 - i. System Testing;
 - ii. SIT; and

iii. Re-test issue resolutions provided by Oracle.”

h. Section 1. Description of Services and Deliverables., Subsection A.4.a.Services., **Construction Phase.** Oracle Services. Delete item 7) in its entirety.

i. Section 1. Description of Services and Deliverables., Subsection A.5.a. Services., **Transition Phase.** Oracle Services. Delete items 6) and 7) in their entirety and replace with the following:

“6). Provide up to one thousand eight hundred ninety-two (1,892) person-hours of assistance to testing activities led by You including:

- a). UAT.
- b). Operational readiness testing.
- c). Performance, DR, and security testing for the Oracle Utilities Applications.
- d). Re-test issue resolutions.”

j. Section 1. Description of Services and Deliverables., Subsection A.6.a. Services., **Production Phase.** Oracle Services. Delete items 3) and 4) in their entirety and replace with the following:

“3). Provide a “Post-Implementation Report” that documents the status of any outstanding issues following the C2M v2.7 go-live inclusive of any recommendations and/or custom code corrections provided during the current phase.”

k. Section 1. Description of Services and Deliverables., Subsection A.6.b. Services., **Production Phase.** Delete this in its entirety and replace with the following:

“b. Oracle Deliverables.

Deliverable	Description
Post-Implementation Report	The Post-Implementation Report as described above in Section 1.A.6.a.3).”

l. Section 1. Description of Services and Deliverables., Subsection A.7 Services., **Assistance Person-Hours.** Delete this section in its entirety and replace with the following:

“7. Project Extension:

- a. If the maximum assistance person-hours of five thousand five hundred ninety-five (5,995) described below are not consumed for the allocated activity then, by mutual written agreement such unused Assistance Person-Hours may be used to augment other assistance activities. Notwithstanding the foregoing, all unused Assistance Person-Hours expire twenty (20) business days past the go-live date and are non-transferable and non-refundable. These hours are for the Project extension beyond March 5, 2021.
 - 1) Provide up to one-thousand one-hundred and twenty-eight (1,128) person-hours of project management services.
 - 2) Provide up to four-thousand two-hundred and twenty-seven (4,227) person-hours of defect analysis, triage and resolution, configuration, testing, migration and conversions, dress rehearsals, and cutover planning assistance.
 - 3) Provide up to six-hundred forty (640) person-hours of go-live and post go-live functional assistance.

8. Table A - Assistance Person-Hours:

If the maximum assistance person-hours set forth above and summarized in the table below (“Assistance Person-Hours”) are not consumed for the allocated activity then, by mutual written agreement such unused

Assistance Person-Hours may be used to augment other assistance activities Notwithstanding the foregoing, all unused Assistance Person-Hours expire twenty (20) business days past the go-live date and are non-transferable and non-refundable.

#	Assistance Activity	Assistance Person-Hours- Maximum of 4,762 person-hours.	Section Reference
1	Creation of the IMP; Provide all of Your custom modules as outlined in Attachment A – CEMLI Spreadsheet; and Provide the data structure and configuration data of Your CC&B v2.4.0.2 environment to Oracle's offshore development center.	Up to 130 person-hours	1.A.2.a.1).e).
2	Install and manage all C2M v2.7 non-production environments except where Oracle is obligated to perform installation services as outlined in Section 1.E.1.a.3.i.; and Technical troubleshooting for C2M v2.7 environments installed and managed by You.	Up to 248 person-hours	1.A.3.a.1).c). and 1.A.4.a.1).c).
3	Configuration of rates in the C2M Rating Engine led by You.	Up to 88 person-hours	1.A.3.a.5).b).
4	Create process to extract and transform data from Your current MDM to Oracle MDM; Execute the processes to load C2M production schema; Create data reconciliation and balancing routines; and Prepare and execute mock conversions.	Up to 586 person-hours	1.A.4.a.2).b).
7	Provide up to two hundred ninety-eight (298) person-hours of L&G custom file development to assist You in Your Project activities.	Up to 298 person-hours	1.A.4.a.5).b).
8	Provide up to three hundred two (302) person-hours of ITRON custom file development to assist You in Your Project activities.	Up to 302 person-hours	1.A.4.a.5).c).
5	Provide up to seventy-six (76) person-hours of custom rate algorithm configuration to assist You in Your Project activities.	Up to 76 person-hours	1.A.4.a.5).d).

#	Assistance Activity	Assistance Person-Hours- Maximum of 4,762 person-hours.	Section Reference
6	Manage, prepare and execute System Testing; Manage, prepare and execute SIT; and Re-test issue resolutions provided by Oracle.	Up to 1,142 person-hours	1.A.4.a.6).a).
9	Manage, prepare and execute User Acceptance Testing; Manage, prepare and execute operational readiness testing; Manage, prepare and execute performance; Disaster recovery, security testing for the Oracle Utilities Applications; and Re-test issue resolutions provided by Oracle.	Up to 1,892 person-hours	1.A.5.a.6).”

- m. Section 2. Your Obligations and Project Assumptions., Subsection B. Project Assumptions. Delete item 23 in its entirety and replace with the following:

“23. The total project duration is thirty-four (34) months with a thirty-three (33) month go-live and one (1) month of post go-live assistance.”

- n. Section 4. Fees and Expenses, and Taxes., Delete this entirety and replace with the following:

“A. You agree to pay Oracle a fee of \$5,500,000.00 for Services and deliverables described in this exhibit. This fee does not include expenses or taxes. Once a deliverable is accepted, or deemed accepted, in accordance with Section 3 (Acceptance of Deliverables), ninety percent (90%) of the corresponding fee for such deliverable specified below becomes due and payable; this payment obligation shall become noncancelable and the sum paid nonrefundable on Your acceptance date. The remaining ten percent (10%) of each corresponding fee not originally invoiced shall be due upon the acceptance, or deemed acceptance, in accordance with Section 3 (Acceptance of Deliverables) of all deliverables.

Deliverable(s)	Deliverable Description	Deliverable Fee	Payment Fee
Initial PMP	As described in Section 1.A.1.a.1).b).	\$156,042.37	\$140,438.14
Demonstration Environment Installation Report	As described in Section 1.A.2.a.1).b).	\$314,254.12	\$282,828.71
C2M Fundamentals Training Materials	As described in Section 1.A.2.a.2).b).	\$339,320.39	\$305,388.35

Deliverable(s)	Deliverable Description	Deliverable Fee	Payment Fee
C2M Rate Engine Training Materials	As described in Section 1.A.3.a.2).b).	\$467,219.56	\$420,497.61
Analysis Report	As described in Section 1.A.3.a.3).c).	\$455,492.13	\$409,942.91
Updated MoSCoW Requirements List	As described in Section 1.A.3.a.3).e).	\$474,086.65	\$426,677.99
Data Conversion Strategy	As described in Section 1.A.3.a.4).a).	\$378,607.36	\$340,746.62
C2M Data Mapping Workbook	As described in Section 1.A.3.a.4).b).	\$390,550.79	\$351,495.71
MDM and ODM Data Conversion Design Specifications	As described in Section 1.A.4.a.2).a).	\$360,112.71	\$324,101.44
Billing Determinant Pivot Report	As described in Section 1.A.4.a.3).b).	\$338,505.15	\$304,654.63
Service Order Pivot Report	As described in Section 1.A.4.a.3).d).	\$330,315.15	\$297,283.63
C2M Extension Functional Designs	As described in Section 1.A.4.a.5).a).ii.	\$274,384.59	\$246,946.13
C2M Extensions	As described in Section 1.A.4.a.5).a).	\$267,884.44	\$241,096.00
Transition Phase Status Report	As described in Section 1.A.5.a.3).	\$234,870.55	\$211,383.49
Billing Determinant Pivot Report	As described in Section 1.A.5.a.5).a).	\$234,870.55	\$211,383.49
Production Readiness Report 2	As described in Section 1.A.5.a.5).b).	\$224,200.89	\$201,780.80
Production Readiness Report 3	As described in Section 1.A.5.a.5).c).	\$207,703.62	\$186,933.26
Post-Implementation Report	As described in Section 1.A.6.a.3).	\$51,578.99	\$46,421.09
Project Closure Report	As described in Section 1.A.1.a.3).d).		\$550,000.00
Total Fixed Fee			\$5,500,000.00

Expenses related to the providing of the Services and deliverables are estimated to be, in the aggregate, an additional \$93,803.00. Such expenses will be invoiced monthly as they are incurred. Oracle shall use reasonable efforts to comply with Your internal expense guidelines, attached hereto as Attachment B – JEA Travel Approval and Expense Reimbursement provided that (i) compliance with such guidelines does not place Oracle's resources or agents in unsafe conditions or expose Oracle's resources or agents to undue risk; (ii) notwithstanding anything in such guidelines, You understand and agree that Oracle resources and agents will make travel arrangements through, and using, Oracle's travel providers; (iii) You must notify Oracle of any change to Your internal expense guidelines within fifteen (15) business days of such change taking effect; and (iv) Oracle's failure to adhere to any changes made to such guidelines shall not abrogate Your responsibility to reimburse Oracle for reasonable expenses and that Oracle will provide only copies of receipts and only for any expenses totaling more than \$25.00.

Notwithstanding the foregoing, for each resource performing Services at Your site, Oracle will invoice You a fee of \$50.00 per day ("Per Diem") for daily meal expenses only, excluding travel expenses. Such Per Diem is applicable to resources performing Services at Your site only. You will be invoiced for actual travel expenses as incurred.

Once expenses reach the expense estimate specified above, Oracle will use reasonable efforts to obtain Your prior written approval before invoicing any additional expense; however, Oracle's failure to obtain such approval shall not abrogate Your responsibility to reimburse Oracle for reasonable expenses in excess of the expense estimate.

You agree to pay Oracle the fee specified below for the Services described in Section 7 (Project Extension) of this exhibit in the four (4) installments outlined below. This fee does not include expenses, if applicable, or taxes. After each Installment Date, Oracle shall invoice, and You shall pay, the corresponding Payment Amount, and Your payment obligation is non-cancelable and the sum paid non-refundable.

Installment Number	Installment Date	Installment Fee
1	June 1, 2021	\$1,003,000.00
2	July 1, 2021	\$225,000.00

Installment Number	Installment Date	Installment Fee
3	August 1, 2021	\$175,000.00
4	September 1, 2021	\$130,000.00
	Total Fixed Fee	\$1,533,000.00

B. Fees for additional services not specified in scope stated above may be provided on a time and materials (“T&M”) basis; that is, You shall pay Oracle for all of the time spent performing such services, plus materials, taxes and expenses.

1. US Resources. For a period of thirty-four (34) months from the effective date of the ordering document, any additional fees for Services under this exhibit outside the total fees set forth within Section 4.A due to change orders or project delays will be invoiced to You at the rates as set forth below. Thereafter, unless otherwise agreed by You and Oracle in writing, Services performed under this exhibit will be provided at Oracle’s standard consulting rates in effect when Services are performed.

Oracle role	Consultant Level	Hourly Rate (US\$)
<ul style="list-style-type: none"> project/program manager lead solution architect lead technical architect 	8 – Practice / Technical Director	\$333.75
<ul style="list-style-type: none"> project manager solution architect functional architect technical architect senior SOA integration architect 	7 – Practice / Technical Manager	\$254.63
<ul style="list-style-type: none"> project administration senior functional designer technical architect database administration 	6M – Managing Principal Consultant	\$209.63
<ul style="list-style-type: none"> functional designer rates configuration designer SOA integration architect 	6T – Senior Principal Consultant	\$209.63
<ul style="list-style-type: none"> functional designer 	5 – Principal Consultant	\$187.25
<ul style="list-style-type: none"> functional designer 	4 – Senior Consultant	\$143.13

2. UK Resources. At Oracle’s discretion, Oracle may perform some of the Services outside the total fees set forth within Section 4.A due to change orders or project delays with Oracle resources and/or third party resources that are part of Oracle’s offshore resource pool (“Offshore Resource”). For a period of thirty-four (34) months from the effective date of the ordering document, any additional fees for Services under this exhibit outside the total fees set forth within this section 4 due to change orders or project delays performed by Offshore Resources will be provided at the rates set forth below. Thereafter, unless otherwise agreed by You and Oracle in writing, Services performed under this exhibit by Offshore Resources will be provided at Oracle’s standard consulting rates for Offshore Resources in effect when Services are performed.

Oracle role	Consultant Level	Hourly Rate (US\$)
<ul style="list-style-type: none"> project/program manager lead solution architect lead technical architect 	8 – Practice / Technical Director	\$219.00
<ul style="list-style-type: none"> project manager solution architect 	7 – Practice / Technical Manager	\$198.50

Oracle role	Consultant Level	Hourly Rate (US\$)
<ul style="list-style-type: none"> functional architect technical architect senior SOA integration architect 		
<ul style="list-style-type: none"> project administration senior functional designer technical architect database administration 	6M – Managing Principal Consultant	\$150.00
<ul style="list-style-type: none"> functional designer rates configuration designer SOA integration architect 	6T – Senior Principal Consultant	\$150.00
<ul style="list-style-type: none"> functional designer 	5 – Principal Consultant	\$137.50
<ul style="list-style-type: none"> functional designer 	4 – Senior Consultant	\$112.50

3. **Offshore Resources.** At Oracle’s discretion, Oracle may perform some of the Services outside the total fees set forth within Section 4.A due to change orders or project delays with Oracle resources and/or third party resources that are part of Oracle’s offshore resource pool (“Offshore Resource”). For a period of six (6) months from the effective date of this ordering document amendment three, any additional fees for Services under this exhibit outside the total fees set forth within this section 4 due to change orders or project delays performed by Offshore Resources will be provided at the rates set forth below. Thereafter, unless otherwise agreed by You and Oracle in writing, Services performed under this exhibit by Offshore Resources will be provided at Oracle’s standard consulting rates for Offshore Resources in effect when Services are performed.

Oracle Role	Consultant Level	Hourly Rate (US\$)
<ul style="list-style-type: none"> offshore program manager 	UGBU-Practice Dir/Senior Practice Director-Remote	\$175.00
<ul style="list-style-type: none"> offshore project manager 	UGBU-Practice Manager-Remote	\$125.00
<ul style="list-style-type: none"> offshore technical lead 	UGBU-Senior Principle Consultant-Remote	\$90.63
<ul style="list-style-type: none"> offshore designer offshore database administration offshore SOA integration designer offshore developer 	UGBU-Senior/Principal Consultant-Remote	\$71.88
<ul style="list-style-type: none"> offshore developer 	UGBU-Associate/Staff Consultant-Remote	\$50.00

- C. You and Oracle acknowledge that temporary living reimbursements to Oracle provided resource(s) may be deemed compensatory under federal, state, and local tax laws if a resource's assignment in a particular location will exceed or has exceeded one (1) year. Where reasonably possible, Oracle will plan with You to limit the duration of a resource's assignment to perform Services for You in a particular location to less than one (1) year. At such time as such resource has performed eleven (11) months of such Services at Your location, Oracle will use reasonable efforts to notify You in writing of a potential compensatory tax issue. However, if the requirements of the Services are such that it is necessary for a resource's Services in a particular location to continue for a year or more and as a result, the reimbursement of such resource's living expenses is deemed compensatory for tax purposes, then, You agree to pay Oracle the amount of additional compensation provided to such resource to compensate for taxes imposed.”

B. ADDITIONAL TERMS

1. Order of Precedence. In the event of any inconsistencies between the ordering document and this ordering document/exhibit amendment, this ordering document/exhibit amendment shall take precedence.
2. Other. Subject to the modifications herein, the ordering document and applicable exhibit(s) shall remain in full force and effect.

This quote is valid through June 30, 2021 and shall become binding upon execution by you and acceptance by Oracle.

JEA

Oracle America, Inc.

Authorized Signature: _____

Authorized Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Signature Date: _____

Signature Date: _____

Ordering Document/Exhibit Amendment Effective Date: _____

{To be completed by Oracle}