

# Welcome to the JEA Awards Meeting

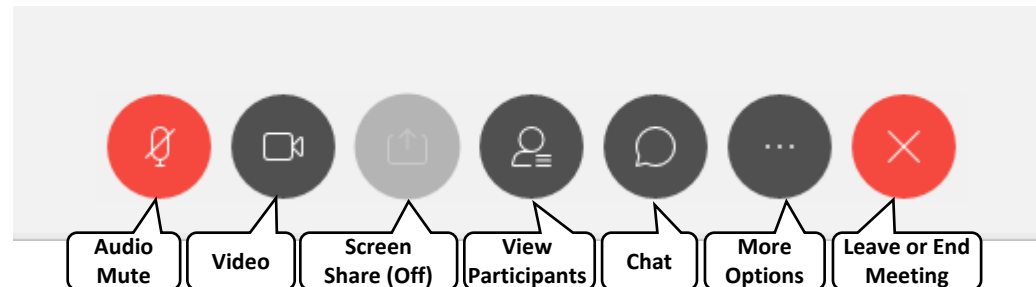
You have been joined to the meeting with your **audio muted** by default.

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, February 24, 2022

**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 (02/17/2022).
2. 1410578846 - Request approval to award a contract to Presidio Networked Solutions for Cisco network equipment for new JEA Headquarters in the amount of \$1,352,199.97, subject to the availability of lawfully appropriated funds.
3. 1410503646 - Request approval to award a contract to Software House International Inc. for Microsoft Enterprise Agreement (licensing and maintenance) in the amount of \$6,855,088.38, subject to the availability of lawfully appropriated funds.
4. Request approval to award a contract increase to Hazen and Sawyer for additional engineering and consulting for the Innovative Wastewater Collection and Treatment Program in the amount of \$5,593,024.00, for a new not-to-exceed amount of \$7,179,435.00, subject to the availability of lawfully appropriated funds.
5. Request approval to award a contract increase to Stantec Consulting Services Inc. in the amount of \$696,462.00 for supplemental design for transmission and substation engineering services, for a total new not-to-exceed amount of \$4,368,962.00, subject to the availability of lawfully appropriated funds.
6. Request approval to award payment to Florida Department of Transportation for the FDOT Joint Project 447149-1-56-01 SR 202 (J Turner Blvd) at Kernan Blvd. Utilities Replacement project in the amount of \$336,307.65, subject to the availability of lawfully appropriated funds.
7. Request approval to award payment to Florida Department of Transportation for the FDOT Timuquana Rd. Resurfacing from Wesconnett Blvd to US 17 project in the amount of \$1,524,977.33, 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.

## 02-24-2022 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 02/17/2022 meeting.
2	Invitation for Bid (IFB) 1 Bidder	Krol	\$1,600,000.00	\$1,352,199.97	Presidio, Networked Solutions LLC	One-Time Purchase w/Five (5) Year Maintenance	<p><b><u>Cisco Network Equipment for new JEA Headquarters</u></b></p> <p>The purpose of this solicitation is to select a vendor to provide new Cisco network equipment for the new JEA Headquarters building as described in this Solicitation. All corporate routers and switches required to outfit wired and wireless connectivity at the new JEA Headquarters building.</p> <p>This request is for \$1,352,199.97 in new Cisco network equipment, and five (5) years maintenance which includes all corporate routers and switches required to outfit wired and wireless connectivity at the new JEA Headquarters building. This includes discounts ranging from 28-58% off Cisco list pricing. Due to supply chain issues the lead time for some of this equipment is up to six (6) months, so JEA needs to order this equipment as soon as possible to ensure availability for the new JEA Headquarters opening. This purchase is under the \$1,600,000.00 budget estimate. Note JEA's most recent large Cisco Equipment term contract also with Presidio included comparable similar discounts of 20-61% off Cisco list prices.</p>
3	Invitation to Negotiate (ITN) 1 Bidder	Krol	\$6,855,088.38 (FY22) \$965,175.00 O&M 30902, FY22 Capital 008-295W \$1,132,000.00, FY22 \$187,854.46 O&M B0010,  FY23 \$2,285,029.46, FY24 \$2,285,029.46)	\$6,855,088.38	Software House International Inc.	Three (3) Years w/ Two – 1 Yr. Renewals	<p><b><u>Microsoft Enterprise Agreement- Licensing and Maintenance</u></b></p> <p>The purpose of this solicitation is to select a vendor to provide Microsoft Enterprise Agreement which is a commitment-based licensing agreement for commercial and or Government organizations. The Enterprise Agreement provides a framework for making software license acquisitions and management easier for businesses to procure Microsoft licenses. This covers all of JEA's Microsoft products including Microsoft's Cloud Structure, Windows, Office, Visio, Microsoft Project, Power BI, Skype, Visual Studio, SharePoint, Information Security tools, Compliance tools, SQL, etc. The contract also includes all Microsoft version updates for desktops and servers along with patches.</p> <p>This request is for \$2,285,029.46 annually and a total of \$6,855,088.38 for three (3) years from 03/01/2022 to 02/28/2025 for SHI to provide a new G5 suite Microsoft Enterprise Agreement licensing and maintenance. The new G5 product offering includes Office 365 Combined with M365 Government G5 that provides desktop versions of Office applications including Word, Excel, PowerPoint, and Outlook, in addition to Publisher and Access for PCs. It also includes web versions of Office Apps, business email, calendar, and contacts with a 100 GB mailbox while receiving unified communications with Skype for Business Server, advanced</p>



## 02-24-2022 Awards Committee

						<p>eDiscovery with predictive coding and text analytics, Exchange Online Advanced Threat Protection, personal and organizational analytics, and other services. The product allows the host unlimited online meetings, IM, and HD video conferencing with Microsoft Teams. It offers an integrated platform for information and aids in employee engagement by providing a company-wide intranet and team sites with SharePoint. It protects against sophisticated threats like phishing and zero-day malware with the ability to investigate and remediate attacks post-breach with MyAnalytics and Power BI Pro. It includes full Microsoft support of each products versioning, security and vulnerability patches, and includes all new future versions of each application. Specifically, the addition of the following new tools below will add to the additional capabilities. Further information associated with these products below is attached as backup.</p> <ul style="list-style-type: none"> <li>• Records Management, via Security and Compliance licensing. M365 Compliance G5 module 3,000 licenses - \$306,660.00/year</li> <li>• M365 G5 Security Suite, M365 Security G5 module 3,000 licenses - \$393,960.00/year</li> <li>• Power BI (Business Intelligence) 1 server and 200 users - \$65,039.26/year</li> <li>• Microsoft Project and Visio, Migrating to the Cloud - \$131,345.95/year</li> </ul>
4	Contract Increase	Vu	\$5,600,000.00	\$5,593,024.00	Hazen and Sawyer	<p><b><u>Innovative Wastewater Collection and Treatment Program</u></b></p> <p>Originally approved by Awards Committee on 08/15/2019 in the amount of \$1,586,411.00 to Hazen and Sawyer.</p> <p>This award request is to increase the contract for the final two planned phases of the Innovative Wastewater Collection and Treatment Program with Hazen and Sawyer. These two phases are the pilot program and a public education program. Both of these phases were included in the original scope of work, and were not originally awarded because JEA wanted to study the results of phase one and two (industry best practices, conceptual master plan) before proceeding to phases three and four. JEA is using the Riverview area as a pilot test project to develop a master plan for septic tank phase out (STPO) projects throughout our service area. The pilot test project includes the creation of a vacuum sewer collection system in the Riverview area. Hazen and Sawyer's scope includes development of a vacuum sewer collection standard manual, design of a vacuum pump station, as needed design criteria packages (DCP), and overall management of the Riverview pilot project.</p> <p>While JEA will remain in control and manage the public outreach for STPO program, Hazen and Sawyer will assist JEA outreach staff with technical knowledge and assistance at community meetings to help answer</p>

## 02-24-2022 Awards Committee

							<p>public questions about the STPO program. The hourly rates for the development of the fees were increased by the consumer price index (CPI) from the original negotiated rates, and may be increased annually by CPI.</p> <p>A new not-to-exceed amount of \$7,179,435.00.</p>
5	Contract Increase	Erixton	<p>\$696,462.00</p> <p>(awarding to current budget for listed projects)</p>	\$696,462.00	Stantec Consulting Services Inc	<p>Three (3) Years w/Two (2) – 1 Yr. Renewals</p>	<p><b><u>General Engineering Services for Transmission and Substation Projects</u></b></p> <p>The purpose of this solicitation is to contract engineers to supplement the design process for short periods of time (approximately three (3) to six (6) months for a typical project) when JEA in-house engineering resources may not meet the urgent demands of in-service dates. Electric substation/transmission engineering is a very specialized area; therefore, JEA requires companies who have the resources and experience to execute electric substation/transmission engineering.</p> <p>A contract increase was processed and approved on 07/18/2019 to increase Worley Parson's Inc. On 11/05/2020, 10% increases were processed for Worley Parson's Inc., Fred Wilson &amp; Associates and Stantec Consulting Services Inc. to support use of the first renewal. A contract increase was processed on 06/24/2021 for Fred Wilson &amp; Worley Parsons. Contract renewals were executed through 12/17/2022.</p> <p>This award request is for a contract increase to the transmission and substation engineering services contract of Stantec to support continuing use of the contract through the current Term. JEA's capital project funding for continuing services contracts are typically funded one to two years of the contract. This award includes additional projects not identified or included in the previous award estimates. At this time, the other two contracts with Worley Parsons and Fred Wilson currently have enough funds to continue use through the current term. Rates are fixed for the term of the contract.</p> <p>Request approval to award a contract increase to Stantec Consulting Services Inc. in the amount of \$696,462.00 for supplemental design for transmission and substation engineering services, for a total new not-to-exceed amount of \$4,368,962.00, subject to the availability of lawfully appropriated funds.</p>
6	Joint Project	Vu	\$337,000.00	\$336,307.65	Florida Department of Transportation (FDOT)	<p>Project Completion (Expected: December 2024)</p>	<p><b><u>FDOT Joint Project 447149-1-56-01 SR 202(J Turner Blvd) at Kernan Blvd. Utilities Replacement</u></b></p> <p>JEA's water mains are within the FDOT's project footprint/right-of-way. This project will replace portions of these pipes within the project limits of the FDOT SR 202(J Turner Blvd) at Kernan Blvd project. The design</p>

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							<p>consultant has completed the water main design associated with the roadway project per JEA water standards and specifications.</p> <p>The FDOT Contractor will construct approximately 711 LF of new 16-inch PVC water main and remove approximately 709 LF of existing 16-inch PVC water main, complete with associated fittings and valves.</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 to prepay FDOT for the estimated value of the construction work prior to FDOT bidding the project. If after bidding the prepaid amount is more than the construction costs JEA will request a refund, and if the bid amount is higher than the prepaid amount JEA will pay the difference.</p>
7	Joint Project	Vu	\$2,147,340.00	\$1,524,977.33 (NTE - \$3,583,704.16)	Florida Department of Transportation (FDOT)	Project Completion (Expected: April 2023)	<p><b><u>443261-1 FDOT Timuquana Rd. Resurfacing from Wesconnett Blvd to US 17</u></b></p> <p>Originally approved by the Awards Committee on 09/02/2021 in the amount of \$2,058,726.83 for the estimated cost of construction before bids were received.</p> <p>JEA's water mains and sewer mains are within the FDOT's project footprint/right-of-way. This project will replace portions of these pipes within the project limits of the FDOT Timuquana Rd. Resurfacing from Wesconnett Blvd to US 17 project.</p> <p>FDOT has completed bidding the construction work for this project. The cost for the JEA portion of the project is \$1,524,977.33 higher than originally estimated. The bid receive is higher than estimated due to increase in price of materials, labor and the current state of the market. The bid costs were reviewed by JEA project staff and deemed reasonable.</p> <p>The terms of the master agreement with FDOT require payment by JEA for the difference between the estimated portion previously paid and the bid price of the project. The remaining water portion of the project is \$643,497.09 and the sewer portion is \$881,480.23. A new not to exceed amount of \$3,583,704.16.</p>
<b>Total Award</b>				<b>\$16,358,059.33</b>			

## **JEA AWARDS COMMITTEE**

### **FEBRUARY 17, 2022 MEETING MINUTES**

The JEA procurement Awards Committee met on February 17, 2022, 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 (on site), Hai Vu as Vice Chairperson (on site), Laure Whitmer as Budget Representative, Rebecca Lavie as Office of General Counsel Representative; with Ricky Erixton (on site), Joe Orfano, and Laura Dutton. Unless otherwise indicated, all attendees were via WebEx.

Chair Datz called the meeting to order at 10:00 a.m., introduced the Awards Committee Members, and confirmed that there was an in-person 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 (02/10/2022). Chair Datz verbally presented the Committee Members the proposed February 10, 2022 minutes as presented.

**MOTION:** Hai Vu made a motion to approve the February 10, 2022 minutes (Award Item 1). The motion was seconded by Ricky Erixton and approved unanimously by the Awards Committee (5-0).

The Committee Members reviewed and discussed the following Awards Items 2 - 10:

2. Request approval to award a contract amendment to Garney Companies, Inc. for construction of the Greenland WRF Pipelines for Water, Reclaimed Water and Sanitary Sewer Force Mains projects in the amount of \$43,376,077.17, for a new not-to-exceed amount of \$53,955,900.07, subject to the availability of lawfully appropriated funds.

**MOTION:** Hai Vu made a motion to approve Award Item 2 as amended 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 ratification of a contract increase to Jacobs Engineering Group Inc. for additional Water/Wastewater Capital Program Management in the amount of \$6,724,253.00 for a new not-to-exceed amount of \$33,681,518.00, subject to the availability of lawfully appropriated funds.

**MOTION:** Joe Orfano made a motion to approve Award Item 3 as presented in the committee packet. The motion was seconded by Laura Dutton and approved unanimously by the Awards Committee (5-0).

4. 1410335448 – Request approval to award a contract to Pickett & Associates, Inc. for LIDAR surveying services for JEA in the amount of \$1,007,567.00, subject to the availability of lawfully appropriated funds.

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

5. 1410468246– Request approval to award a contract to T. G. Utility Company, Inc. for construction services for the for the New World Avenue – Waterworks to Chaffee Road – 24-inch Water Main Project in the amount of \$3,697,970.00, subject to the availability of lawfully appropriated funds.

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

6. Request approval to award a contract amendment to CBRE Inc. in the amount of \$156,224.00, for a new not-to-exceed amount of \$1,236,310.32, subject to the availability of lawfully appropriated funds.

**MOTION:** Joe Orfano made a motion to approve Award Item 6 as presented in the committee packet. The motion was seconded by Laura Dutton and approved unanimously by the Awards Committee (5-0).

7. Request approval to award an amendment for decrease to the contract Gresco Supply in the amount of (\$6,303,776.85) and increase to Tri-State Utility Products by the amount of \$18,345,513.79 for the supply of Single Phase Padmounted Transformers for inventory stock, for a total not-to-exceed amount of \$46,160,022.66, subject to the availability of lawfully appropriated funds.

**MOTION:** Ricky Erixton 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).

8. 1410523446 – Request approval to award a contract to Reliable Substation Services, Inc. for the Park & King Substation Construction Project in the amount of \$1,822,500.00, subject to the availability of lawfully appropriated funds.

**MOTION:** Hai Vu made a motion to approve Award Item 8 as presented in the committee packet. The motion was seconded by Laura Dutton and approved unanimously by the Awards Committee (5-0).

9. Request approval to award an amendment and contract increase to American Construction Enterprises of NE FL, Inc. in the amount of \$206,390.89, for a new not-to-exceed of \$2,151,268.22, subject to the availability of lawfully appropriated funds.

**MOTION:** Hai Vu made a motion to approve Award Item 9 as amended in the committee packet. The motion was seconded by Joe Orfano and approved unanimously by the Awards Committee (5-0).

10. Request approval to award a ratification of \$143,000.00 a renewal, and a contract increase to C & L Landscape, Inc. in the amount of \$452,851.00, for a new not-to-exceed of \$1,719,363.50, subject to the availability of lawfully appropriated funds.

**MOTION:** Hai Vu made a motion to approve Award Item 10 as presented in the committee packet. The motion was seconded by Ricky Erixton and approved unanimously by the Awards Committee (5-0).

Informational Item:

No informational items were presented to the Awards Committee.

Ratifications:

Award 10 is a partial ratification.

Public Comments:

No additional public comment speaking period was taken.

Adjournment:

Chair Datz adjourned the meeting at 11:00 a.m.

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



## Formal Bid and Award System

Award #2 February 24, 2022

**Type of Award Request:** INVITATION FOR BID (IFB)  
**Request #:** 383  
**Requestor Name:** Williams, Clint J. - Manager Technical Services  
**Requestor Phone:** 904-665-6028  
**Project Title:** Cisco Network Equipment for new JEA Headquarters  
**Project Number:** 8006820  
**Project Location:** JEA  
**Funds:** Capital  
**Budget Estimate:** \$1,600,000.00

**Scope of Work:**

The purpose of this solicitation is to select a vendor to provide new Cisco network equipment for the new JEA Headquarters building as described in this Solicitation. All corporate routers and switches required to outfit wired and wireless connectivity at the new JEA Headquarters building.

**JEA IFB/RFP/State/City/GSA#:** 1410578846  
**Purchasing Agent:** Garland, Brooke  
**Is this a Ratification?:** NO

**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
PRESIDIO, NETWORKED SOLUTIONS LLC	Ray Watkins	rwatkins@presidio.com	8647 Baypine Rd, Suite 100, Bldg 1 Jacksonville, FL 32256	(904)-236 5504	\$1,352,199.97

**Amount for entire term of Contract/PO:** \$1,352,199.97  
**Award Amount for remainder of this FY:** \$1,352,199.97  
**Length of Contract/PO Term:** One-Time Purchase w/Five (5) Year Maintenance  
**Begin Date (mm/dd/yyyy):** 03/01/2022  
**End Date (mm/dd/yyyy):** 02/28/2027  
**Renewal Options:** NO  
**JSEB Requirement:** JSEB opportunities were reviewed but none are available  
**BIDDER:**

Name	Amount	Rank
PRESIDIO, NETWORKED SOLUTIONS LLC	\$1,352,199.97	1

**Background/Recommendations:**

Advertised on 02/04/2022. No pre-bid meeting was held. At bid opening on 02/15/2022, JEA received one (1) Bid from Presidio Networked Solutions LLC. Respondents were required to be a Cisco Gold

Partner and the bid was evaluated on price only. JEA received no bid response reasons from three (3) other companies which included not being able to provide as deep of a discount as other resellers, not prioritizing enough time for the bid, or not Cisco Gold partner. Presidio is typically able to provide the highest reseller Cisco discounts to JEA. Cisco Network Equipment is a JEA Standard. A copy of Presidio's Bid Workbook is attached as backup.

This request is for \$1,352,199.97 in new Cisco network equipment, and five (5) years maintenance which includes all corporate routers and switches required to outfit wired and wireless connectivity at the new JEA Headquarters building. This includes discounts ranging from 28-58% off Cisco list pricing. Due to supply chain issues the lead time for some of this equipment is up to six (6) months, so JEA needs to order this equipment as soon as possible to ensure availability for the new JEA Headquarters opening. This purchase is under the \$1,600,000.00 budget estimate. Note, JEA's most recent large Cisco Equipment term contract also with Presidio included comparable similar discounts of 20-61% off Cisco list prices.

1410578846 - Request approval to award a contract to Presidio Networked Solutions for Cisco network equipment for new JEA Headquarters in the amount of \$1,352,199.97, subject to the availability of lawfully appropriated funds.


**Director:** Traylor, Kymberly A. - Dir Network & Telecommunication Services

**VP:** Datz, Stephen H. - VP Technical Services

**Chief:** Krol, Bradley D. - Chief Information Officer

**APPROVALS:**

 2/24/22  
\_\_\_\_\_  
**Chairman, Awards Committee** **Date**

 2/24/22  
\_\_\_\_\_  
**Budget Representative** **Date**



Respondent will only enter Lead time and Discount % in yellow columns. All items must be provided to be qualify for this bid

Respondent will only enter Lead time and Discount % in yellow columns. All items must be provided to be qualify for this bid

TOTAL AMOUNT	1,352,199.97
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## Formal Bid and Award System

Award #3 February 24, 2022

**Type of Award Request:** INVITATION TO NEGOTIATE (ITN)  
**Request #:** 313  
**Requestor Name:** Peacock, J. Jason - Mgr Service Desk Operations  
**Requestor Phone:** 904-903-1059  
**Project Title:** Microsoft Enterprise Agreement- Licensing and Maintenance  
**Project Number:** HE30902, 008-295W  
**Project Location:** JEA  
**Funds:** O&M & Capital  
**Budget Estimate:** \$6,855,088.38 (FY22 \$965,175.00 O&M 30902, FY22 Capital 008-295W  
 \$1,132,000.00, FY22 \$187,854.46 O&M B0010,  
 FY23 \$2,285,029.46, FY24 \$2,285,029.46)

### Scope of Work:

The purpose of this solicitation is to select a vendor to provide Microsoft Enterprise Agreement which is a commitment-based licensing agreement for commercial and or Government organizations. The Enterprise Agreement provides a framework for making software license acquisitions and management easier for businesses to procure Microsoft licenses. This covers all of JEA's Microsoft products including Microsoft's Cloud Structure, Windows, Office, Visio, Microsoft Project, Power BI, Skype, Visual Studio, SharePoint, Information Security tools, Compliance tools, SQL, etc. The contract also includes all Microsoft version updates for desktops and servers along with patches.

**JEA IFB/RFP/State/City/GSA#:** 1410503646  
**Purchasing Agent:** Dambrose, Nick  
**Is this a Ratification?:** NO

### RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
SOFTWARE HOUSE INTERNATIONAL INC.	Savannah Riley	Savannah_Riley@SHI.com	Weston Canal Plaza, 2 Riverview Dr., Somerset, NJ 08873	407.340.3584	\$6,855,088.38

**Amount for entire term of Contract/PO:** \$6,855,088.38  
**Award Amount for remainder of this FY:** \$2,285,029.46  
**Length of Contract/PO Term:** Three (3) Years w/ Two – 1 Yr. Renewals  
**Begin Date (mm/dd/yyyy):** 03/01/2022  
**End Date (mm/dd/yyyy):** 02/28/2025  
**Renewal Options:** Two – 1 Yr. Renewals  
**JSEB Requirement:** JSEB opportunities were reviewed but none are available

**BIDDER:**

Name	Original Amount	BAFO Amount
SOFTWARE HOUSE INTERNATIONAL INC.	\$3,081,605.31	\$6,855,088.38

**Background/Recommendations:**

Advertised ITN on 11/23/2021. No pre-bid meeting was held. At bid opening on 12/21/2021, JEA received one (1) bid from Software House International Inc. (SHI). This bid was evaluated on price only and requires that the Respondent shall be authorized to provide Microsoft Enterprise licensing agreement products as reseller, distributor, or direct representative of Microsoft, Inc. JEA received no bid response reasons from two (2) other companies which included not being able to provide as deep of a discount as other resellers. SHI is JEA's current incumbent provider and is typically able to provide the highest Microsoft discounts to JEA. JEA requested a Best and Final Offer (BAFO) from SHI and received it on 02/16/2022. The large difference between the original amount and the BAFO is due to SHI updating to the correct number of licenses (2,350 to 3,000), and not providing some of the new G5 options details with the original response which was clarified in the BAFO. A copy of SHI's BAFO is attached as backup.

This request is for \$2,285,029.46 annually and a total of \$6,855,088.38 for three (3) years from 03/01/2022 to 02/28/2025 for SHI to provide a new G5 suite Microsoft Enterprise Agreement licensing and maintenance. The new G5 product offering includes Office 365 Combined with M365 Government G5 that provides desktop versions of Office applications including Word, Excel, PowerPoint, and Outlook, in addition to Publisher and Access for PCs. It also includes web versions of Office Apps, business email, calendar, and contacts with a 100 GB mailbox while receiving unified communications with Skype for Business Server, advanced eDiscovery with predictive coding and text analytics, Exchange Online Advanced Threat Protection, personal and organizational analytics, and other services. The product allows the host unlimited online meetings, IM, and HD video conferencing with Microsoft Teams. It offers an integrated platform for information and aids in employee engagement by providing a company-wide intranet and team sites with SharePoint. It protects against sophisticated threats like phishing and zero-day malware with the ability to investigate and remediate attacks post-breach with MyAnalytics and Power BI Pro. It includes full Microsoft support of each products versioning, security and vulnerability patches, and includes all new future versions of each application. Specifically, the addition of the following new tools below will add the additional capabilities. Further information associated with these products below is attached as backup.

- Records Management, via Security and Compliance licensing. M365 Compliance G5 module 3,000 licenses - \$306,660.00/year
- M365 G5 Security Suite, M365 Security G5 module 3,000 licenses - \$393,960.00/year
- Power BI (Business Intelligence) 1 server and 200 users - \$65,039.26/year
- Microsoft Project and Visio, Migrating to the Cloud - \$131,345.95/year

**Comparison of M365 tool suite G3 versus G5 Options**

The purchase of the G5 suite versus G3 option under consideration represent an increase of \$273,711.00 total over three years but includes the following benefits to JEA. G5 level allows a better bundle of tools improving our position on Security and Compliance and the Security Suite. G5 includes the critical tools to ensure JEA's environment for information protection and compliance including Microsoft Cloud App Security, Office 365 Advanced Compliance, Data analytics and visualization (Power BI Pro), Azure Advanced Threat Protection and Azure Advanced Threat Analytics. G3 level is limited to a subset of these tools that would have to be purchased individually to address all of JEA's feature requirements.

The new contract is significantly higher due to adding new SKU's and increasing license usage to align with business needs; however, JEA is receiving a 7% discount off Microsoft list prices. Note, that the current JEA contract expiring 02/28/2022 piggybacks off the State of Florida contract which included SHI as the only authorized reseller option. The State of Florida had not renewed or identified a new contract option following 02/28/2022 at the time JEA decided to issue a competitive ITN. Following JEA competitive bidding a new State of Florida contract option was announced which piggybacks off other public contracts and no longer includes individual SKU comparable line item pricing.

JEA through a separate small informal low bid engaged a third party ClearEdge Partners for \$30,000.00 to assist JEA with the selection of proper SKU identification, pricing negotiation, and State of Florida contract comparison and analysis. ClearEdge successfully helped JEA navigate complex contract options and identified approximately \$35,000.00 in unneeded SKU's annually for a total savings over three (3) years of \$105,000.00.

1410503646 - Request approval to award a contract to Software House International Inc. for Microsoft Enterprise Agreement (licensing and maintenance) in the amount of \$6,855,088.38, subject to the availability of lawfully appropriated funds.


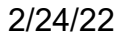
**Director:** Traylor, Kymberly A. - Dir Network & Telecommunication Services

**VP:** Datz, Stephen H. - VP Technical Services

**Chief:** Krol, Bradley D. - Chief Information Officer

**APPROVALS:**

   
\_\_\_\_\_  
**Chairman, Awards Committee** **Date**

   
\_\_\_\_\_  
**Budget Representative** **Date**





Pricing Proposal  
Quotation #: 21571734  
Created On: 2/4/2022  
Valid Until: 2/28/2022

## JEA

### Jason Peacock

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Email: peacjj@jea.com

## Inside Account Manager

### Jack Hall

290 Davidson Avenue  
Somerset, NJ 08873  
Phone: 800-543-0432  
Fax: 732-868-6055  
Email: Jack\_Hall@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
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4 Power Automate GCC Sub Per User Microsoft - Part#: SFR-00001 Contract Name: Open Market Contract #: Open Market Coverage Term: 3/1/2022 – 2/28/2023 <b>Note:</b> EA Renewal - Year 1 of 3	20	\$164.15	\$3,283.00
5 Power BI Premium P1 GCC Sub Microsoft - Part#: HKL-00002 Contract Name: Open Market Contract #: Open Market Coverage Term: 3/1/2022 – 2/28/2023 <b>Note:</b> EA Renewal - Year 1 of 3	1	\$46,461.26	\$46,461.26
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Contract #: Open Market  
Coverage Term: 3/1/2022 – 2/28/2023  
**Note:** EA Renewal - Year 1 of 3

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Contract Name: Open Market  
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24	Azure Monetary Commitment Provision - Billing Enrollment# 7639549	1	\$0.00	\$0.00

Microsoft - Part#: AAA-35418  
Contract Name: Open Market  
Contract #: Open Market  
Coverage Term: 3/1/2022 – 2/28/2023  
**Note:** EA Renewal - Year 1 of 3

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Total     \$2,285,029.46

#### **Additional Comments**

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Pricing Proposal  
Quotation #: 21619504  
Created On: 2/16/2022  
Valid Until: 2/28/2022

## JEA

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## Inside Account Manager

### Jack Hall

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Somerset, NJ 08873  
Phone: 800-543-0432  
Fax: 732-868-6055  
Email: Jack\_Hall@shi.com

All Prices are in US Dollar (USD)

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Contract #: Open Market  
Coverage Term: 3/1/2023 – 2/28/2024  
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24	Azure Monetary Commitment Provision - Billing Enrollment# 7639549	1	\$0.00	\$0.00

Microsoft - Part#: AAA-35418  
Contract Name: Open Market  
Contract #: Open Market  
Coverage Term: 3/1/2023 – 2/28/2024  
**Note:** EA Renewal - Year 2 of 3

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Total     \$2,285,029.46

#### **Additional Comments**

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Pricing Proposal  
Quotation #: 21619518  
Created On: 2/16/2022  
Valid Until: 2/28/2022

## JEA

### Jason Peacock

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Email: peacjj@jea.com

## Inside Account Manager

### Jack Hall

290 Davidson Avenue  
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## **06c SHI Microsoft G5 Enterprise Agreement Additional Product Information and Comparison**

### **Records Management, via Security and Compliance licensing. M365 Compliance G5 module 3,000 licenses = \$306,660.00 year**

- What records exist and where they are stored across the main Microsoft 365 workloads – Exchange Online (EXO) mailboxes, SharePoint Online (SPO) sites, Microsoft Teams (MS Teams), and OneDrive for Business (ODfB) accounts
- What retention is required, including for EXO mailboxes and personal/ODfB accounts for which retention was previously ‘managed’ through backups, and MS Teams chats
- What type of retention policy will apply to what workloads
- How will disposition be managed (including of original storage locations, not just the records), and what evidence of destruction is required

### **M365 G5 Security Suite, M365 Security G5 module 3,000 licenses = \$393,960.00 year**

- Azure Active Directory Plan 2: Cloud-based directory and identity management service to unify user accounts for improved security and management. Features include single-sign on (SSO), self-service password reset and password-less abilities
- Microsoft Defender for Office 365: Advanced email protection delivering additional malware and URL link protection (‘Safelinks’) and email detonation chambers. This also includes Office 365 Threat Intelligence - a single pane of glass for actionable insights into your threats, which pulls data from across all these services. Features includes: interactive threat explorer, red team/blue team simulations to find your security holes and one-click actions based on threat alerts.
- Microsoft Defender for Cloud Apps: Reports and analyses web browsing activity and gives visibility into your cloud apps and services
- Microsoft Defender for Azure: Threat detection software which uses machine learning to understand typical behavior and then detects and acts upon any network anomalies
- Microsoft Defender for Endpoint: An advanced post-breach and Endpoint Detection & Response (EDR) solution, which detects advanced attacks, automatically investigates and gives simple reaction options (all within minutes)

### **Power BI (Business Intelligence) 1 server and 200 users \$65,039.26 year**

- Power BI is a cloud-based suite of business analytics tools that lets anyone connect to, visualize, and analyze data with greater speed, efficiency, and understanding. It connects users to a broad range of live data through easy-to-use dashboards, provides AI-infused automated insights, embedded and interactive reports, and delivers compelling visualizations that bring data big and small to life.
- Replacing the software application Tableau

### **Microsoft Project and Visio, Migrating to the Cloud \$131,345.95 year**

- Project (\$61,585.95 year)
  - Current process: Purchase one license at a time, charge back. However, moving to the cloud on our EA would save 50% on Plan 5 (\$511.59), 72% on Plan 3 (\$279.05) and 95% on Plan 1 (\$65.16) verse (\$985.87 single license)
- Visio (\$69,760.00 year)
  - Current process: Purchase one license at a time, charge back. However, moving to the cloud on our EA would save 73% on Plan 2 (\$139.52), verse (\$505.99 single license)

## Product Comparison

Feature	E3	E5
Office 365	E3	E5
Advanced Message Encryption		✓
Alert Policies	✓	✓
Audio Conferencing	Dial in only	✓
Audit: Advanced Audit		✓
Audit: Basic Audit	✓	✓
Azure AD for Office 365	✓	✓
Basic Mobility & Security	✓	✓
Bookings	✓	✓
Communication Compliance		✓
Customer Key		✓
Customer Lockbox		✓
Data Loss Prevention	✓	✓
Delve	✓	✓
Double Key Encryption		✓
eDiscovery: Advanced eDiscovery		✓
eDiscovery: Core eDiscovery	✓	✓
Exchange Online	Plan 2 (100 GB)	Plan 2 (100 GB)
Exchange Online Archiving	1.5 TB	1.5 TB
Exchange Online Protection	✓	✓
InfoPath App	✓	✓
Information Barriers		✓
Information Governance		✓
Information Protection for Microsoft 365	✓	✓
Kaizala Pro (retiring)	✓	✓
Live Events & Webinars	✓	✓
Microsoft 365 Apps (Office)	Enterprise	Enterprise
Microsoft Dataverse for Teams	✓	✓
Microsoft Defender for Office 365 Plan 2		✓
> Attack Simulation Training		✓
> Automated Investigation and Response		✓
> Campaign Views		✓
> Compromised User Detection		✓
> Threat Explorer		✓
> Threat Trackers		✓
> Microsoft Defender for Office 365 Plan 1		✓
> Anti-Phishing		✓
> Real-Time Reports		✓
> Safe Attachments		✓
> Safe Links		✓
Microsoft Forms	✓	✓
Microsoft Lists	✓	✓

Office 365	E3	E5
Microsoft Teams	✓	✓
Microsoft To-Do	✓	✓
Microsoft Whiteboard	✓	✓
MyAnalytics	Insights	Full
Office 365 Cloud App Security		✓
Office 365 Message Encryption	✓	✓
Office for the Web	✓	✓
Office Mobile	✓	✓
OneDrive for Business	Plan 2 (Unlimited)	Plan 2 (Unlimited)
Planner	✓	✓
Power Apps for Office 365	✓	✓
Power Automate for Office 365	✓	✓
Power BI Pro		✓
Power Virtual Agents for Teams	✓	✓
Privileged Access Management		✓
Productivity Server Client Access License (CAL)	✓	✓
Records Management		✓
Retention Labels & Policies	✓	✓
Rules-Based Classification for Office 365		✓
SharePoint Online	Plan 2	Plan 2
Skype for Business Plus CAL		✓
Stream for Office 365	✓	✓
Sway	✓	✓
Teams Data Loss Prevention		✓
Teams Phone		✓
Viva Connections	✓	✓
Viva Learning (Basic)	✓	✓
Yammer	✓	✓

Office 365	E3	E5
Enterprise Mobility + Security	E3	E5
Active Directory RMS	✓	✓
Advanced Threat Analytics (retiring)	✓	✓
Azure Active Directory Premium Plan 2		✓
> Access Reviews		✓
> Azure Identity Protection		✓
> Entitlement Management		✓
> Privileged Identity Management		✓
> Risk-Based Conditional Access		✓
> Azure Active Directory Premium Plan 1	✓	✓
> Application Proxy	✓	✓
> Azure AD Connect Health	✓	✓
> Azure AD External Identities	✓	✓
> Azure AD Password Protection	✓	✓
> Azure AD Reports	✓	✓
> Azure Multi-Factor Authentication (MFA)	✓	✓
> Cloud App Discovery	✓	✓
> Conditional Access	✓	✓
> Enterprise State Roaming	✓	✓
> Microsoft Identity Manager	✓	✓
> Self-Service Group Management	✓	✓
> Self-Service Password Reset in AD	✓	✓
> Shared Account Password Roll-Over	✓	✓
> Single-Sign-On to other SaaS	✓	✓
> Terms of Use	✓	✓
> 3rd Party MFA Integration	✓	✓
Azure RMS	✓	✓
Endpoint Analytics	✓	✓
Information Protection	✓	✓
Intune	✓	✓
Microsoft Defender for Cloud Apps		✓
Microsoft Defender for Identity		✓
Microsoft Endpoint Configuration Manager	✓	✓
Rules-Based Classification (AIP Client & Scanner)		✓
System Center Endpoint Protection	✓	✓
Windows Server CAL Rights	✓	✓

Windows	E3	E5
App-V	✓	✓
Attack Surface Reduction (ASR)	✓	✓
Azure AD Join	✓	✓
Domain Join	✓	✓
Azure Virtual Desktop (AVD)	✓	✓
BitLocker	✓	✓
BitLocker to Go	✓	✓
BranchCache	✓	✓
Cortana	✓	✓
Credential Guard	✓	✓
Desktop Analytics	✓	✓
Device Guard	✓	✓
DirectAccess	✓	✓
Edge for Business	✓	✓
Long Term Servicing Channel	✓	✓
Manage by MDM	✓	✓
Microsoft Defender Antivirus	✓	✓
Microsoft Defender for Endpoint Plan 2		✓
> Advanced Hunting		✓
> Automated Investigation and Response		✓
> Defender for Cloud Apps Integration	✓	✓
> Endpoint Detection and Response (EDR)		✓
> Evaluation Lab		✓
> Microsoft Threat Experts		✓
> MIP Integration		✓
> Threat Analytics		✓
> Threat and Vulnerability Management (TVM)		✓
> 6-Months Searchable Data		✓
> Microsoft Defender for Endpoint Plan 1	✓	✓
> Block at First Sight	✓	✓
> Microsoft Defender for Endpoint for Mac	✓	✓
> Microsoft Defender for Endpoint for Mobile	✓	✓
> Enhanced ASR	✓	✓
> Tamper Protection	✓	✓
> Web Content Filtering	✓	✓
Microsoft Desktop Optimization Pack (MDOP)	✓	✓
Microsoft Store for Business	✓	✓
Persistent Memory	✓	✓
Resilient File System (ReFS)	✓	✓
SMB Direct	✓	✓
Unified Write Filter	✓	✓
Universal Print	✓	✓
User Experience Virtualisation (UE-V)	✓	✓
Voice, Pen, Touch, Ink, and Gesture	✓	✓
Windows Autopilot	✓	✓

Windows Conditional Access	✓	✓
Windows Firewall	✓	✓
Windows Hello for Business	✓	✓
Windows Information Protection	✓	✓
Windows Update for Business	✓	✓
<b>Suite Value</b>		
Application Guard for Office		✓
Endpoint DLP		✓
FastTrack	✓	✓
Insider Risk Management		✓
Office Professional Plus	✓	✓
Office Servers	✓	✓
Safe Documents		✓
Trainable Classifiers		✓

#### New Rates vs Old State of Florida Rates

I used 2% based off what ClearEdge told us compared to the previous state contract sku's. Then 2% of the G5 quote = \$2,285,029.46 = \$45,700.58 X 3 = \$137,101.74 saved



## Formal Bid and Award System

Award #4 February 24, 2022

**Type of Award Request:** CONTRACT INCREASE  
**Requestor Name:** Sulayman, Mickhael S. - Mgr WWW Project Management  
**Requestor Phone:** (904) 312-2104  
**Project Title:** Innovative Wastewater Collection and Treatment Program  
**Project Number:** 8007754  
**Project Location:** JEA  
**Funds:** O&M (tracked via Capital WO# 19321806)  
**Budget Estimate:** \$5,600,000.00  
**Scope of Work:**

JEA is seeking an innovative wastewater collection and treatment solution, or group of solutions, to efficiently and cost effectively provide wastewater collection and treatment to those areas of JEA's service territory where utility service is currently not available or where septic tanks are in use. JEA is seeking a Consultant that will provide a solution(s) that takes into account public health, environmental protection, is cost effective, and operationally sustainable.

The selected Consultant will assemble a highly qualified team experienced with the various wastewater treatment processes as well as being able to develop innovative solutions to minimize both costs and community impact during construction. The team's task will be to evaluate the various locations, determine the most suitable approach for collecting and treating the sewer flows, including potential final disposal methods if localized treatment is a viable solution. All solutions must comply with the Florida Department of Environmental Protection's rules and regulations.

**JEA IFB/RFP/State/City/GSA#:** 058-19  
**Purchasing Agent:** Kruck, Dan  
**Is this a Ratification?:** NO

### RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
HAZEN AND SAWYER	Josefin Hirst	jhirst@hazenandsawyer.com	6675 Corporate Center Pkwy, Ste 330, Jacksonville FL 32216	(609) 296-1503	\$5,593,024.00

**Amount of Original Award:** \$1,586,411.00  
**Date of Original Award:** 08/15/2019  
**Change Order Amount:** \$5,593,024.00  
**New Not-To-Exceed Amount:** \$7,179,435.00  
**Length of Contract/PO Term:** Project Completion  
**Begin Date:** 10/01/2019  
**End Date:** Project Completion (Expected: September 2027)  
**JSEB Requirement:** N/A - Optional

**Background/Recommendations:**

Originally approved by Awards Committee on 08/15/2019 in the amount of \$1,586,411.00 to Hazen and Sawyer. A copy of the original award is attached as backup.

This award request is to increase the contract for the final two planned phases of the Innovative Wastewater Collection and Treatment Program with Hazen and Sawyer. These two phases are the pilot program and a public education program. Both of these phases were included in the original scope of work, and were not originally awarded because JEA wanted to study the results of phase one and two (industry best practices, conceptual master plan) before proceeding to phases three and four.

JEA is using the Riverview area as a pilot test project to develop a master plan for septic tank phase out (STPO) projects throughout our service area. The pilot test project includes the creation of a vacuum sewer collection system in the Riverview area. Hazen and Sawyer's scope includes development of a vacuum sewer collection standard manual, design of a vacuum pump station, as-needed design criteria packages (DCP), and overall management of the Riverview pilot project.

While JEA will remain in control and manage the public outreach for STPO program, Hazen and Sawyer will assist JEA outreach staff with technical knowledge and assistance at community meetings to help answer public questions about the STPO program. The hourly rates for the development of the fees were increased by the consumer price index (CPI) from the original negotiated rates, and may be increased annually by CPI. A copy of the scope and fee is attached for reference.

Request approval to award a contract increase to Hazen and Sawyer for additional engineering and consulting for the Innovative Wastewater Collection and Treatment Program in the amount of \$5,593,024.00, for a new not-to-exceed amount of \$7,179,435.00, subject to the availability of lawfully appropriated funds.

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

**APPROVALS:**

 2/24/22

**Chairman, Awards Committee**

**Date**

 2/24/22

**Budget Representative**

**Date**



**Formal Bid and Award System**

Award #5 08/15/2019

**Type of Award Request:** PROPOSAL (RFP)  
**Request #:** 6504  
**Requestor Name:** Hurford, John W.  
**Requestor Phone:** (904) 665-7314  
**Project Title:** Innovative Wastewater Collection and Treatment Program  
**Project Number:** Line 827  
**Project Location:** JEA  
**Funds:** O&M  
**Budget Estimate:** \$1,500,000.00

**Scope of Work:**

JEA is seeking an innovative wastewater collection and treatment solution or group of solutions to efficiently and cost effectively provide wastewater collection and treatment to those areas of JEA's service territory where utility service is currently not available, or in which septic tanks are in use. JEA is seeking a Consultant that will provide a solution(s) that takes into account public health, environmental protection, is cost effective, and operationally sustainable.

The selected Consultant will assemble a highly qualified team experienced with the various wastewater treatment processes as well as being able to develop innovative solutions to minimize both costs and community impact during construction. The team's task will be to evaluate the various locations, determine the most suitable approach for collecting and treating the sewer flows, including potential final disposal methods if localized treatment is a viable solution. All solutions must comply with the Florida Department of Environmental Protection's rules and regulations.

This award positively impacts the following JEA's Measures of Value:

- Customer Value – This study will provide options to supply customers with reliable wastewater services.
- Community Value – This study will show how to provide the opportunity for those without wastewater service to connect to JEA's system.
- Environmental Value – This study will show how to connect customers to JEA's wastewater system in the most cost effective way allowing septic tanks to be abandoned that may cause environmental damage to the St. Johns River.
- Financial Value – This study will determine the most cost effective way to add new customers who currently have septic tanks to the JEA wastewater business.

**JEA IFB/RFP/State/City/GSA#:** 058-19

**Purchasing Agent:** Kruck, Daniel R.

**Is this a Ratification?:** NO

**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
HAZEN AND SAWYER	Josefin Hirst	jhirst@hazenandsawyer.com	6675 Corporate Center Pkwy, Ste 330, Jacksonville FL 32216	(609) 296-1503	\$1,586,411.00

**Amount for entire term of Contract/PO:** \$1,586,411.00

**Award Amount for remainder of this FY:** \$0.00

**Length of Contract/PO Term:** Project Completion

**Begin Date (mm/dd/yyyy):** 10/01/2019

**End Date (mm/dd/yyyy):** Project Completion (Expected: April 2021)

**JSEB Requirement:** N/A - Optional

**PROPOSERS:**

Name	Amount	Rank
HAZEN AND SAWYER	\$1,586,411.00	1
WRIGHT-PIERCE INC.	N/A	2
LOMBARDO ASSOCIATES INC.	N/A	3
CONSTANTINE ENGINEERING INC.	N/A	4
GANNET FLEMING INC.	N/A	5

**Background/Recommendations:**

Advertised on 03/15/2019. Six (6) prime companies attended the mandatory pre-proposal meeting held on 03/25/2019. At proposal opening on 04/16/2019, JEA received five (5) Proposals. The public evaluation meeting was held on 05/29/2019 and JEA deemed Hazen and Sawyer most qualified to perform the work. A copy of the evaluation matrix and negotiated fees are attached as backup.

Negotiations with Hazen and Sawyer were successfully completed. The proposed engineering study fees of \$1,586,411.00 is 5.76% higher than estimated due to the addition of an owner's allowance that will only be used if JEA requires additional services. The study fee is deemed reasonable when compared to past engineering studies completed by other firms. The tasks to be completed under this study are listed below:

Task	Total Fee	Payment Basis
<b>Phase 1</b>		
Task 1: Program Initiation and Management	\$89,200.00	Lump Sum
Task 2: Literature & Industry Best Practices Review	\$313,170.00	Lump Sum
Task 3: Technology Evaluation	\$215,628.00	Time & Materials
Task 4: Wastewater Management Strategies and Institutional Framework Evaluation	\$192,856.00	Time & Materials
Task 5: Phase 1 Reporting	\$80,268.00	Lump Sum
<b>Phase 2</b>		
Task 6: Characterization of Septic Tank Phase-out Priority Areas	\$154,228.00	Lump Sum
Task 7: Application of Strategies and Technologies to Wastewater Management Areas	\$354,548.00	Time & Materials
Task 8: Master Plan Report	\$90,908.00	Lump Sum
Task 9: Owner's Allowance <ul style="list-style-type: none"><li>• Grant funding and financing assistance</li><li>• Communication allowance</li></ul>	\$95,605.00	Time & Materials
<b>Total</b>	<b>\$1,586,411.00</b>	


058-19 – Request approval to award a contract to Hazen and Sawyer for an engineering study for the Innovative Wastewater Collection and Treatment Program project in the amount of \$1,586,411.00, subject to the availability of lawfully appropriated funds.

**Manager:** Mackey, Todd D. - Mgr W/WW Reuse Treatment Maint Planning & Eng

**Director:** Vu, Hai X. - Dir W/WW & Reuse Treatment


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

**APPROVALS:**

 8/15/19

**Chairman, Awards Committee**

**Date**

 8/15/19

**Manager, Capital Budget Planning**

**Date**

## 058-19 Innovative Wastewater Treatment Program

<b>Vendor Rankings</b>	Todd Mackey	Nancy Veasey	John Hurford	$\Sigma$ Rank	Rank	$\Sigma$ Scores	<b>Overall Rank</b>
Hazen and Sawyer	1	1	1	3	1	260.14	<b>1</b>
Wright-Pierce Inc.	2	2	4	8	2	247.72	<b>2</b>
Lombardo Associates Inc.	3	3	2	8	2	247.50	<b>3</b>
Constantine Engineering Inc.	5	5	3	13	4	234.83	<b>4</b>
Gannet Fleming Inc.	4	4	5	13	4	233.67	<b>5</b>

Todd Mackey	Professional Staff Experience (35 Points)	Company Experience (30 Points)	Study Approach and Work Plan (35 Points)	Total	Rank
Constantine Engineering Inc.	26.33	20	31	77.33	5
Gannet Fleming Inc.	24.17	23	32	79.17	4
Hazen and Sawyer	27.57	23	32	82.57	1
Lombardo Associates Inc.	27.67	22	32	81.67	3
Wright-Pierce Inc.	25.43	23	34	82.43	2

Nancy Veasey	Professional Staff Experience (35 Points)	Company Experience (30 Points)	Study Approach and Work Plan (35 Points)	Total	Rank
Constantine Engineering Inc.	25.5	17	26	68.50	5
Gannet Fleming Inc.	26.17	19	27	72.17	4
Hazen and Sawyer	26.86	28	30	84.86	1
Lombardo Associates Inc.	27.33	24	22	73.33	3
Wright-Pierce Inc.	27	24	26	77.00	2

John Hurford	Professional Staff Experience (35 Points)	Company Experience (30 Points)	Study Approach and Work Plan (35 Points)	Total	Rank
Constantine Engineering Inc.	28	28	33	89.00	3
Gannet Fleming Inc.	27.33	24	31	82.33	5
Hazen and Sawyer	28.71	30	34	92.71	1
Lombardo Associates Inc.	29.5	29	34	92.50	2
Wright-Pierce Inc.	27.29	29	32	88.29	4

Overall Averages	Professional Staff Experience (35 Points)	Company Experience (30 Points)	Study Approach and Work Plan (35 Points)	Total
Constantine Engineering Inc.	26.61	21.67	30.00	78.28
Gannet Fleming Inc.	25.89	22.00	30.00	77.89
Hazen and Sawyer	27.71	27.00	32.00	86.71
Lombardo Associates Inc.	28.17	25.00	29.33	82.50
Wright-Pierce Inc.	26.57	25.33	30.67	82.57

**JEA INNOVATIVE WASTEWATER TREATMENT PROGRAM  
(FINAL 08 09 2019)**

		Rate Category	Vice Pres.	Vice Pres.	Vice Pres.	Vice Pres.	Sen. Assoc.	Sen. Assoc.	Assoc.	Sen. Princ. Scientist	Princ. Eng.	Princ. Scientist	Asst. Eng.	Asst. Eng.	Princ. Des.	Admin	Expenses							
		Rate	\$260	\$260	\$260	\$260	\$219	\$219	\$171	\$161	\$119	\$119	\$106	\$106	\$130	\$96	Hazen Total Hours	Lodging	Mileage	Airfare	Meals	Hazen Fee (\$)	Sub (Katz) Fee (\$)	Total Fee (\$)
			Project Director	QA/QC Eng.	Technical Lead <sup>1</sup>	Technical Lead <sup>2</sup>	Technical Lead <sup>3</sup>	Technical Lead <sup>4</sup>	Project Mgr.	Support Eng. <sup>1,2,5</sup>	Support Eng. <sup>1,2,5</sup>	GIS Specialist	Asst. Eng. <sup>1</sup>	Asst. Eng. <sup>2</sup>	CAD	Clerical								
<b>Task 1</b>	<b>Program Initiation and Management</b>	<b>42</b>	<b>0</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>344</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>40</b>	<b>0</b>	<b>0</b>	<b>40</b>	<b>502</b>	<b>1,350</b>	<b>1,800</b>	<b>0</b>	<b>450</b>	<b>\$ 89,200</b>	<b>\$ -</b>	<b>\$ 89,200</b>
1.1	Kickoff Meeting	4		4				16	16								8	48	450	600		150	\$ 9,360	\$ -
1.2	Program Coordination	36						288								32	356	900	1,200		300	\$ 64,080	\$ -	
1.3	JEA Data Review	2		16				40					40				98					\$ 15,760	\$ -	
<b>Task 2</b>	<b>Literature &amp; Industry Best Practices Review</b>	<b>60</b>	<b>32</b>	<b>140</b>	<b>36</b>	<b>24</b>	<b>24</b>	<b>416</b>	<b>408</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>392</b>	<b>328</b>	<b>0</b>	<b>104</b>	<b>1964</b>	<b>3,450</b>	<b>2,800</b>	<b>2,700</b>	<b>900</b>	<b>\$ 313,170</b>	<b>\$ -</b>	<b>\$ 313,170</b>
2.1	Technology, Literature, Industry Best Practices, Case Studies, Funding Review Assessment	8	8	40	8	16	16	160	240				240	240		80	1056					\$ 148,208	\$ -	
2.2	Brainstorming Session	36	12	12	12		8	32	16								128	1,200	800	1,200	250	\$ 31,970	\$ -	
2.3	JEA Workshop 1: World of Options Presentation	4	4	8	8			24	32				32	8			120	750	800	300	250	\$ 21,836	\$ -	
2.4	Utility Contact and Site Visits			56				96	40								192	1,500	1,200	1,200	400	\$ 41,716	\$ -	
2.5	Technical Memorandum	12	8	24	8	8		104	80				120	80		24	468					\$ 69,440	\$ -	
<b>Task 3</b>	<b>Technology Evaluation</b>	<b>32</b>	<b>16</b>	<b>88</b>	<b>52</b>	<b>0</b>	<b>0</b>	<b>304</b>	<b>256</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>336</b>	<b>288</b>	<b>0</b>	<b>24</b>	<b>1396</b>	<b>1,800</b>	<b>2,400</b>	<b>300</b>	<b>600</b>	<b>\$ 215,628</b>	<b>\$ -</b>	<b>\$ 215,628</b>
3.1	Development of Prioritization Criteria for Technology Evaluation	4	4	16	4			40	40								108	450	600		150	\$ 21,760	\$ -	
3.2	Pre-Screening of Technology Alternatives	4		16	8			48	40				80	80			276	450	600		150	\$ 40,088	\$ -	
3.3	Detailed Evaluation and Assessment of Viable Technology Alternatives	8		24	24			88	80				120	120			464					\$ 67,928	\$ -	
3.4	JEA Workshop 4: Viable Technology Preliminary Ranking	4	4	8	8			24	16				16	8			88	900	1,200	300	300	\$ 18,164	\$ -	
3.5	Summary Technical Memorandum and Presentation	12	8	24	8			104	80				120	80		24	460					\$ 67,688	\$ -	
<b>Task 4</b>	<b>Wastewater Management Strategies and Institutional Frameworks Evaluation</b>	<b>32</b>	<b>16</b>	<b>88</b>	<b>48</b>	<b>0</b>	<b>56</b>	<b>284</b>	<b>276</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>196</b>	<b>112</b>	<b>0</b>	<b>24</b>	<b>1132</b>	<b>1,800</b>	<b>2,400</b>	<b>0</b>	<b>600</b>	<b>\$ 192,856</b>	<b>\$ -</b>	<b>\$ 192,856</b>
4.1	Development of Criteria for Wastewater Management Strategies & Institutional Frameworks	4		16				40	40								100	450	600		150	\$ 19,680	\$ -	
4.2	Pre-Screening of Wastewater Management Strategies & Institutional Frameworks	4	4	16	8		16	48	40				40	24			200	450	600		150	\$ 34,456	\$ -	
4.3	Detailed Evaluation and Assessment of Alternative WW Management Strategies & Institutional Frameworks	8		24	24		24	68	60				60	40			308					\$ 51,704	\$ -	
4.4	JEA Workshop 7: Determination of Alternative WW Management Strategies & Institutional Frameworks	4	4	8	8		8	24	16				16	8			96	900	1,200		300	\$ 19,616	\$ -	
4.5	Summary Technical Memorandum and Presentation	12	8	24	8		8	104	120				80	40		24	428					\$ 67,400	\$ -	
<b>Task 5</b>	<b>Phase 1 Reporting</b>	<b>16</b>	<b>12</b>	<b>36</b>	<b>20</b>	<b>0</b>	<b>4</b>	<b>104</b>	<b>108</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>120</b>	<b>0</b>	<b>0</b>	<b>60</b>	<b>480</b>	<b>1,350</b>	<b>1,800</b>	<b>300</b>	<b>450</b>	<b>\$ 80,268</b>	<b>\$ -</b>	<b>\$ 80,268</b>
5.1	Draft Phase 1 Technical Report	4	4	16	4		4	44	60				80			40	256					\$ 37,660	\$ -	
5.2	Review Meeting	4		8	4			16	8								40	600	800		200	\$ 9,784	\$ -	
5.3	SLT Presentation: Phase 1 Technical Report	4	4	8	8			24	16								64	750	1,000	300	250	\$ 15,220	\$ -	
5.4	Final Phase 1 Technical Report	4	4	4	4			20	24				40			20	120					\$ 17,604	\$ -	
<b>Task 6</b>	<b>Characterization of STPO Priority Areas</b>	<b>16</b>	<b>12</b>	<b>80</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>236</b>	<b>0</b>	<b>304</b>	<b>160</b>	<b>240</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>1064</b>	<b>1,950</b>	<b>1,000</b>	<b>0</b>	<b>650</b>	<b>\$ 154,228</b>	<b>\$ -</b>	<b>\$ 154,228</b>
6.1	Data Collection and Review			8				20		40			40				108					\$ 14,500	\$ -	
6.2	GIS Development and Analysis							24			120		120				264					\$ 31,104	\$ -	
6.3	Site Visits of WMAs							24		40			40				104	1,500	400		500	\$ 15,504	\$ -	
6.4	Characterization of WMAs	4		40				40		80							164					\$ 27,800	\$ -	
6.5	JEA Workshop 8: Characterization of WMAs	4	4	8				24	24								64	450	600		150	\$ 12,320	\$ -	
6.6	Summary Technical Memorandum and Presentation	8	8	24				104	120							16	360					\$ 53,000	\$ -	
<b>Task 7</b>	<b>Application of Strategies and Technologies to WMAs</b>	<b>44</b>	<b>20</b>	<b>132</b>	<b>64</b>	<b>44</b>	<b>40</b>	<b>424</b>	<b>360</b>	<b>356</b>	<b>0</b>	<b>396</b>	<b>40</b>	<b>40</b>	<b>200</b>	<b>16</b>	<b>2136</b>	<b>1,800</b>	<b>2,400</b>	<b>300</b>	<b>600</b>	<b>\$ 354,548</b>	<b>\$ -</b>	<b>\$ 354,548</b>
7.1	Criteria Development for WMA Assessments	4	4	16				48	40	40			40				152	450	600		150	\$ 24,648	\$ -	
7.2	Planning Level Cost Estimates for Various Strategies and Technologies	8	4	24	8		16	40	80	40			80	40			340					\$ 52,144	\$ -	
7.3	Funding Alternatives Evaluation			4		40		24		60							128					\$ 21,044	\$ -	
7.4	Pre-Screening of WMA Wastewater Treatment Approach Alternatives	8		16	8			48	80	40			40				240	450	600		150	\$ 39,608	\$ -	
7.5	Detailed Evaluation and Assessment of WMA Wastewater Treatment Approach Alternatives	8		24	16		16	88	120	80			80		60		492					\$ 76,152	\$ -	
7.6	JEA Workshop 11: WMA Recommended Approach to Wastewater Treatment	4	4	8	8			24	16				16				80	900	1,200	300	300	\$ 16,644	\$ -	
7.7	Finalize Geographic WMA System Concepts	4		16	16			48					60		100		244					\$ 36,928	\$ -	
7.8	Summary Technical Memorandum and Presentation	8	8	24	8	4	8	104	80	80			80		40	16	460					\$ 70,508	\$ -	
7.9	SLT Presentation: Present Findings	8	8	8	4			20	16				16				80	600	800	300	200	\$ 16,872	\$ -	
<b>Task 8</b>	<b>Master Plan Report</b>	<b>16</b>	<b>12</b>	<b>28</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>92</b>	<b>120</b>	<b>80</b>	<b>0</b>	<b>0</b>	<b>136</b>	<b>0</b>	<b>48</b>	<b>60</b>	<b>608</b>	<b>450</b>	<b>600</b>	<b>0</b>	<b>150</b>	<b>\$ 90,908</b>	<b>\$ -</b>	<b>\$ 90,908</b>
8.1	Draft Master Plan	8	8	16	8			56	80	40			80		40	40	376					\$ 55,136	\$ -	
8.2	Review Meeting	4		8	4			16	16				16				64	450	600		150	\$ 12,368	\$ -	
8.3	Final Master Plan	4	4	4	4			20	24	40			40		8	20	168					\$ 23,404	\$ -	
<b>Task 9</b>	<b>Owner's Allowance</b>																					<b>\$ 50,000</b>	<b>\$ 45,605</b>	<b>\$ 95,605</b>
9.1	Grant Funding and Financing Assistance																					\$ 50,000	\$ -	
9.2	Communication Allowance																					\$ 45,605	\$ -	
<b>Total</b>			<b>258</b>	<b>120</b>	<b>612</b>	<b>236</b>	<b>68</b>	<b>124</b>	<b>2204</b>	<b>1544</b>	<b>740</b>	<b>160</b>	<b>1856</b>	<b>768</b>	<b>248</b>	<b>344</b>	<b>9282</b>	<b>\$ 13,950</b>	<b>\$ 15,200</b>	<b>\$ 3,600</b>	<b>\$ 4,400</b>	<b>\$ 1,540,806</b>	<b>\$ -</b>	<b>\$ 1,586,411</b>

<sup>1</sup>Advanced On-Site Wastewater Treatment Technologies/Alternative Sewer Collection

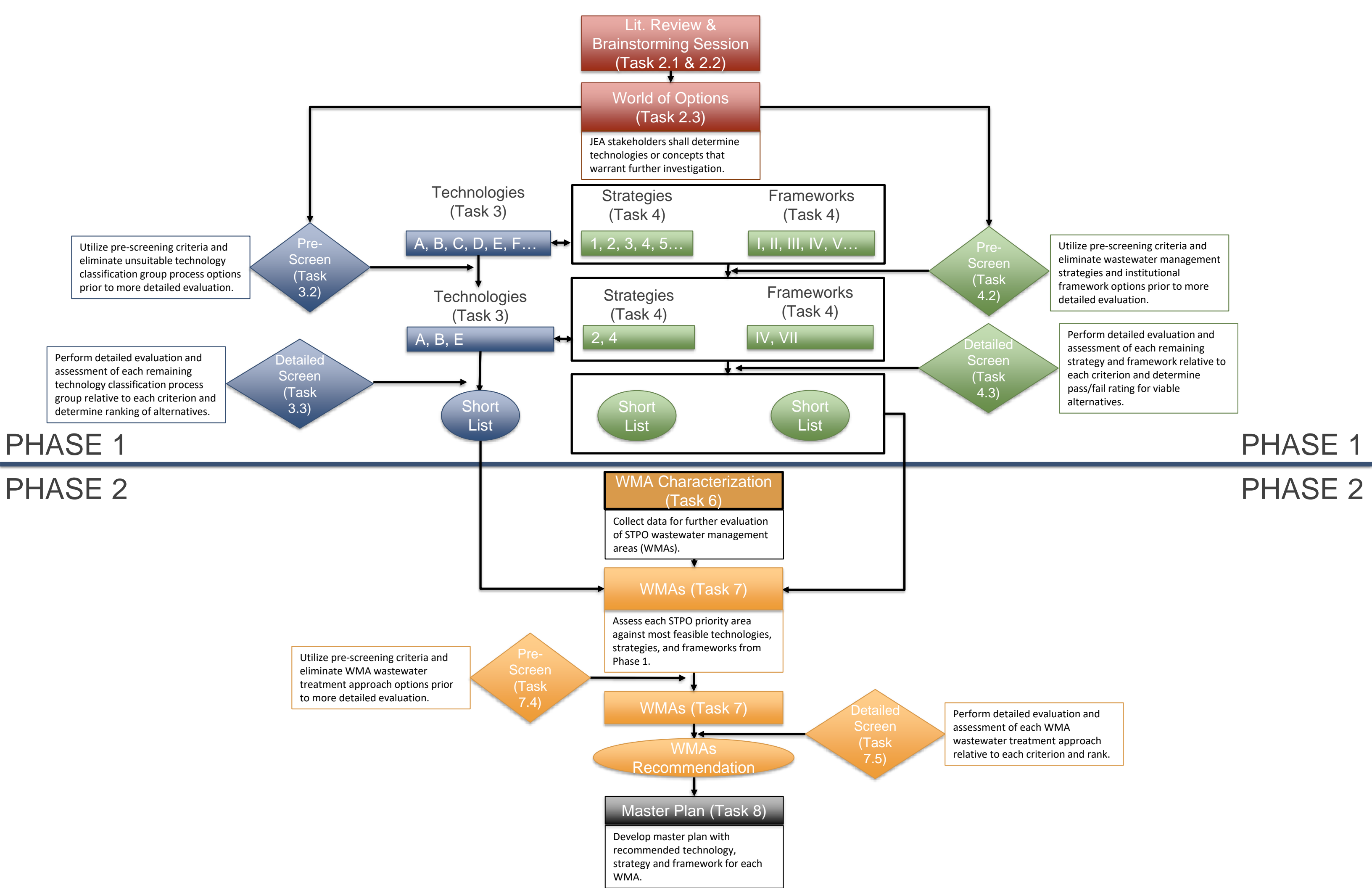
<sup>2</sup>Decentralized Wastewater Treatment

<sup>3</sup>Finance/Economic Benefit

<sup>4</sup>Florida Regulatory Matters

<sup>5</sup>Institutional Framework





## **EXHIBIT C**

### **Additional Engineering Services for Phases 3 and 4**

#### **JEA – Innovative Wastewater Treatment Program (IWTP)**

##### **1.0 Background**

Approximately 65,000 septic systems and 35,000 private water wells currently remain in the JEA service areas of Duval, St. Johns, and Nassau counties. Over time, the City of Jacksonville (City), with technical support from JEA, has led multiple septic tank phase out programs in areas without central water and sewer infrastructure. These infrastructure projects were accomplished through City capital project initiatives with contributions by JEA. The work continues with the current JEA septic tank phase out (STPO) program.

The JEA Innovative Wastewater Treatment Program (IWTP) project was intended to assess and recommend the most appropriate technologies and approaches (including centralized sewer, decentralized sewer and treatment, and/ or improved onsite treatment) that could be applied to 32 prioritized STPO project areas, which contain a total of approximately 23,000 unsewered parcels. The overall IWTP project included four phases for development of a Program to address these priority STPO areas:

Phase 1: Literature & Industry Best Practices Review and Screening

Phase 2: Geographic Conceptual Master Plan

Phase 3: Potential Pilot

Phase 4: Public Education Program

JEA and the COMPANY entered into a contract that required the COMPANY to provide services for Phases 1 and 2 of the program, which included nine (9) tasks. The planning documents developed by the COMPANY in Phase 1 and Phase 2 recommended solutions for wastewater capital improvements for each STPO priority project area. The top ranked STPO priority project area recommended a centralized vacuum sewer collection system for the Riverview STPO project area that subsequently transfers wastewater to the Buckman WWTF.

JEA has decided to use the Riverview area as a pilot test project of technology for Phase 3 of the program. The pilot project will be used to develop a framework for the implementation of the entire STPO program using the Master Plan as a guiding document, including development of vacuum sewer collection system standards, testing of remote monitoring equipment, and comparison of project delivery methods for sewer implementation. The following general areas of service for the pilot program are included in this amendment to the COMPANY's scope of services:

1. Development of STPO Program Management framework using the Riverview project as a pilot project (preparation of Program Manual for the STPO program and program management and construction services for the Riverview project)

2. Development of vacuum sewer collection system standards and pilot testing of remote monitoring equipment through the Riverview Pilot Project.
3. Procurement Assistance including:
  - a. Vacuum Sewer Equipment Supplier selections
  - b. Design consultant selections
  - c. Contractor selections and comparison of project delivery methods for future sewer implementation (design-bid-build and design-build)
4. Detailed design services, Design Criteria Package (DCP) development and design management of designs by others (including updating JEA Design Manual)
5. Construction Services and comparison of delivery methods
6. Program Transition to JEA

Under Phase 4, JEA intends to develop a Public Outreach and Education Program focusing on the wastewater improvements selected for implementation in each area that will increase citizen awareness and address citizen's concerns regarding the ongoing STPO wastewater improvements program. This amendment also includes providing support services to JEA's communications and public outreach specialists for implementing a Public Outreach and Education Program.

## **2.0 Amended Scope of Services**

Tasks 1 through 8 of the contract have been completed by the COMPANY. Task 9 of the contract is ongoing and will proceed in parallel to work under this Amendment. The following Tasks and associated costs and deliverables are incorporated into the COMPANY's scope of work and pricing for this Amendment.

### **Task 10 – Pilot Project Program Management**

#### **Task 10.1 – Program Management Plan (PMP)**

The COMPANY shall prepare a comprehensive Program Management Plan (PMP) for the STPO program using the Riverview project as a pilot. The PMP shall provide JEA and the COMPANY with the policies, processes, procedures and standards necessary to consistently implement the STPO program beginning with the Riverview Pilot Project, to meet the needs and expectations of JEA, the stakeholders and funding sources. The purpose of the PMP is to provide an overall plan for the program using the Riverview project as a pilot and to clarify roles and responsibilities of all key program participants. The PMP shall include the following components as chapters:

- Procurement Plan
- Regulatory Compliance Plan
- Document Management Plan (Management Information System)
- Risk Management Plan
- Scope and Change Management Plan
- Quality Control/Quality Assurance Plan
- Program Controls Plan (Cost/Schedule)
- Health & Safety Plan (including pandemic response plan)



- Program Transition Plan

Procurement Plan: The Procurement Plan shall be designed to allow JEA to implement multiple delivery methods for the STPO program. The Procurement Plan will present potential project delivery methods and associated procurement steps for the remaining STPO project areas based on the funding, scope and schedule of the projects

JEA plans to implement the Riverview project in four (4) work areas each area contracted with a specific delivery method. Design consultants, Design-Build contractors and Bid-Build contractors will be competitively procured by JEA, unless otherwise pre-determined by JEA. The following procurements are planned by JEA for implementing the work packages in the Riverview Pilot Project.

1. Designer for Sewer Collection System (Area A): Roughly one half the Riverview sewer collection system will be procured using the design-bid-build delivery method. JEA will procure a design firm to design this package. The design firm will design four (4) construction bid packages for Area A.
2. Contractors for Sewer Collection System (Area A): JEA will procure four construction contractors to construct Area A in four construction packages.
3. Design-Build contractor for Sewer Collection System (Area B): The remaining one-half of the Riverview sewer collection system will be procured using the design-build delivery method. The COMPANY shall develop the Design Criteria Package (DCP) for the design-builder bids. JEA will procure a design-build firm to design and construct Area B.
4. Contractor for the Vacuum Pump Station (as applicable): This Vacuum Pump Station will deliver flows via the force main to Buckman Wastewater Treatment Plant. The Vacuum Pump Station will be delivered using the design-bid-build delivery method. The COMPANY shall provide design services for the Vacuum Pump Station. JEA will procure a construction contractor to construct the Vacuum Pump Station.
5. Designer for the Force Main: The 43,000 LF (+/-) force main will deliver wastewater for treatment to the Buckman Wastewater Treatment Facility. The force main will be delivered using the design-bid-build delivery method. JEA will procure a design firm to design the force main.
6. Contractor for the Force Main: JEA will issue bids to select a contractor for the force main.

Lessons learned from the implementation of the Riverview work packages will be used by JEA to implement wastewater improvements in the remaining STPO priority project areas. The Program Transition plan shall provide a roadmap for implementing the procurement for the other priority project areas based on lessons learned during procurement for Riverview.

Regulatory Compliance Plan (RCP): The regulatory compliance plan shall identify the construction and operations permits required for the STPO program, commencing with the Riverview Pilot Project. The plan shall describe the process and the steps involved for obtaining the various permits required for the program. In addition to environmental permits, zoning,

building, drainage regulatory requirements shall be identified for all priority project areas of the STPO program starting with Riverview.

Document Management Plan (DMP): The program will generate various documents that will need to be electronically stored and accessible remotely by the program participants. Hence a suitable cloud-based management information system accessible by the program implementers and stakeholders shall be identified in the DMP. It is noted that JEA may require the system to be compatible with/or match JEA's management information system.

Risk Management Plan (RMP): The PMP shall include a program Risk Management Plan (RMP) for potential risks including, but not limited to, cost, completion, environmental, and social risks. This plan shall include a methodology for identifying, prioritizing, monitoring and mitigating risks across the program. The COMPANY shall also develop a project-specific Risk Register for Riverview, and shall develop, define, and document the categories and subcategories into which potential risk events will be organized. The risk register will be expanded by JEA or its agents as other STPO areas are implemented.

Scope and Change Management Plan: The COMPANY shall develop a Scope and Change Management Plan. The plan shall include control mechanisms to identify and enable management of potential issues that may ultimately alter the delivery of the pilot, the overall STPO program objectives, budget or schedule.

Quality Assurance/Quality Control Plan (QA/QC Plan): The COMPANY shall prepare a program-wide Quality Assurance/Quality Control plan to ensure compliance with JEA's QA/QC requirements through development of program standards and monitoring.

The QA/QC Plan shall include:

- JEA's program objectives for performance.
- Project quality standards and requirements.
- Relevant codes and standards (AWWA, WEF etc.).
- Program- and project-level quality requirements.
- Relevant mechanisms to be embedded in consultant and contractor scope of work to ensure JEA's program quality requirements.
- Monitoring, testing, and acceptance requirements for materials, engineering equipment, and completed work and deliverables.

Program Controls Plan: The PMP shall include a Program Controls Plan (PCP) that is compatible with JEA requirements. The program controls shall include the following elements for the Riverview pilot area:

- **Schedule Management:** Develop a baseline cost loaded schedule, using professional control software approved by JEA, listing the major categories of the program scope, in accordance with the program work breakdown structure identified in the Master Plan and JEA identified milestones, in a schedule format.

Progress shall be monitored by the COMPANY using a series of network diagrams generated through computerized precedence Critical Path Methods, timescale bar charts, networks and reports. All schedules shall be time scaled and be updated at least monthly to suit evolving circumstances and the progress of work. The baseline schedule shall cover the design, procurement, and construction periods.

- **Cost Management:** Construction cost control shall be concerned with providing continuous monitoring of the estimates against the established budget to identify cost deviations and seek corrective measures and opportunities for cost savings. Information exchange and interfacing in matters with a direct bearing on cost will also have to be properly organized. COMPANY shall maintain design cost estimates/bid and updated contract costs of all work packages database for cost control during design and during construction.

The system can be used for the overall program to advise JEA on estimates being prepared by the various design engineers and contractors and advising on potential Change Orders. Construction cost control shall provide continuous monitoring of the actual cost against the budgeted cost to identify cost deviations and seek corrective measures and opportunities for cost savings.

- **Disbursement Tracking:** It is expected that the COMPANY shall track the budget, cost status and disbursements with respect to the program established funds on behalf of JEA. The COMPANY shall provide in its monthly reports a summary of program performance including financial forecasts (whether or not an over-expenditure is anticipated by the program). The COMPANY shall provide recommendations to reprogram funds if, during implementation, a shortfall is anticipated.

**Health & Safety Plan:** The COMPANY shall incorporate JEA's Health and Safety Plan into the PMP to adapt the JEA safety standards to the activities anticipated in the STPO program. The plan shall include a pandemic response plan with specific emphasis on COVID-19 response during the implementation of the program.

**Program Transition Plan:** The Program Transition Plan will provide a disciplined, systematic approach to planning for transitioning the program functions and services at the conclusion of the Riverview Pilot project. The plan shall identify the requirements and planned sequence of steps to be taken for accepting completed work and transitioning the program management, and any open consulting and construction contracts for management by JEA staff or its assigned agents. The Riverview pilot project will include the development of JEA vacuum sewer collection design standards, the implementation of design standards and pilot technologies including remote monitoring techniques and demonstration of the various project delivery options as applicable based on results of Task 10.1. The Program Transition Plan will describe methodologies for evaluation and adaptation of the implemented design standards, pilot technologies and delivery methods on the remaining STPO priority project areas. Development of the transition plan should begin with the earliest development of the PMP and evolve as the program progresses. The implementation of the transition plan will be performed under Task 14.

The COMPANY shall review the outline of the PMP with JEA during the Program Kick-off meeting noted in Task 10.3. The COMPANY shall submit a draft of the PMP for JEA review during the second monthly management meeting noted in Task 10.3. JEA will transmit comments of the PMP within two weeks of submittal. The COMPANY shall submit the final version of the PMP during the third monthly management meeting noted in Task 10.3.

#### Task 10.2 – Riverview Pilot Program Administration

This Task covers the program management work performed by the COMPANY during the Riverview Pilot Project. The completion date for the Riverview project will depend on the technology selections, procurements and time for construction. The COMPANY's level of effort and compensation is based on a five-year timeframe but will run through the completion of the project. Depending on funding and actual progress, the timeline for the COMPANY's services under this amendment will vary. Additionally, the COMPANY's compensation for this amendment is based on the contract's 2021 hourly rates. The rates will be increased as per approved JEA increments on an annual basis for determination of the invoice rates. This Task shall cover Program Administration services for the five years. Throughout the duration of the Riverview Pilot Project, the COMPANY shall provide on-going management and administrative support. This shall be done in close coordination with JEA.

Specific activities to be performed under this task include:

- Attend one (1) Pilot Program kick-off meeting lasting a business day in Jacksonville (in person)
- Attend weekly progress meetings (remote)
- Attend monthly management level meetings (in person)
- Provide program manager oversight of Riverview Pilot Project activities
- Prepare and submit Monthly Program Reports
- Attend up to twelve (12) JEA initiated program coordination and stakeholder briefing meetings beyond meetings identified in this Task.

#### Task 10 – Deliverables:

- Program Management Plan (draft and final)
- Summary of meeting discussions
- Monthly Progress Reports

#### **Task 11 – Technical Assistance during Riverview Pilot Procurements**

##### Task 11.1 – Vacuum Sewer Supplier Selection

The STPO program will require specialized equipment, particularly from the vacuum sewer collection system equipment market with limited suppliers. JEA's approved vendor list will require updating to include vacuum collection system suppliers. The COMPANY shall provide advisory services to JEA to enhance their ability to negotiate fair and reasonable pricing for potential sole source procurements for vacuum collection system equipment.

The COMPANY shall provide technical assistance to JEA during the vacuum sewer collection system equipment supplier selection process including, but not limited to assistance with preparation of request for proposal documents, evaluation of vendor submittals, pricing and equipment delivery lead times and selection of vendor(s) for the program.

#### Task 11.2 – Designer Selections

The Riverview Pilot Project will require the selection of consultants for Sewer Collection System (Area A) and the Force Main designs. Under this Task, the COMPANY shall assist JEA procurement during the selection of consultant for design of the Riverview Pilot Project. Technical assistance may include drafting of consultant's scope of work, estimation of design costs, participation in pre-submittal meetings, drafting answers to bidder questions, drafting technical content of addenda to bidding documents, and technical review of consultant proposals.

#### Task 11.3 – Construction Contract Bidding Assistance

Under this task, the COMPANY will provide assistance to JEA procurement during the construction contract bidding phase of design-build, design-bid-build packages for the Riverview Pilot Project. The COMPANY's services under this Task will be limited to technical assistance to JEA procurement during the selection of a) construction contractors in design-bid-build projects and b) the design-builder for design-build projects.

Technical assistance may include drafting of the contractor RFP; estimation of costs, participation in pre-submittal meetings, drafting answers to bidder questions, drafting technical content of addenda to bidding documents, and technical review of bidder submittals and the coordinating the issuing of "As Bid" DCPs, drawings and specifications for contract use. It is noted that the COMPANY will incorporate changes to its work products made during the bid period; other designers performing detailed designs will be responsible for preparing "As Bid" documents for their design packages.

#### Task 11 Deliverables:

- Equipment Solicitation Documents
- Vendor Evaluation Reports
- Consultant Scope of Services/ Budget Estimates
- Construction Contract RFP drafts (limited to technical content for JEA procurement use)
- Bid Technical Evaluation Reports (limited to technical assistance to JEA procurement)

### **Task 12 – Pilot Area Design Services and Design Management**

#### Task 12.1 – Develop Vacuum Sewer Collection System Design Standards

As JEA proceeds with the design and construction of wastewater improvements for all of the STPO project areas, the current Water & Wastewater Standards Manual would need to be updated as it pertains to the use of vacuum collection system sewer technologies. To ensure uniformity, relevant standard specifications, computer aided design (CAD) standards, materials

list and miscellaneous standard details pertaining to vacuum collection system should be reviewed and updated.

Under this Task, the COMPANY will provide draft updates to JEA Water & Wastewater Standards Manuals to include vacuum collection system details including consideration for multi-family, commercial and industrial users into the design standards. JEA will be responsible for adaptation of such developed standards through internal committees and implementing them on projects after Riverview.

#### Task 12.2 – Assist JEA in Site Selection of Vacuum Pump Station

Under this Task, the COMPANY will evaluate potential pump station locations for the siting of the vacuum pump station. The COMPANY shall review technical feasibility of up to two (2) potential properties and provide boundary surveys and legal descriptions of the JEA selected parcel for purchase/lease to it.

#### Task 12.3 – Detailed Design

Under this Task, the COMPANY will provide detailed design and permitting assistance for the Vacuum Pump Station. The COMPANY's level of effort is estimated based upon a maximum of forty (40) design drawings and technical specifications that will become part of the bid documents.

30% Design: COMPANY shall visit the site and meet with JEA to obtain available boundary surveys of the site allocated to the vacuum pump station. JEA staff will provide assistance required to locate underground utilities. The COMPANY shall perform hydraulic calculations for the design of the Vacuum Pump Station based on estimated current and projected flow information, layout the conceptual pipe sizes and flow considerations. Electrical and cable services to the property shall be identified and evaluated for service for the pump station. The COMPANY shall engage a professional geotechnical firm to perform two soil borings, 30 feet to 50 feet in depth at the location of the pump station to define sub-surface conditions for foundation design. The COMPANY shall also engage a surveyor to survey the property and arrange for underground utility location by a specialty firm. Based on the data collected and the hydraulic analysis, the COMPANY shall prepare preliminary design drawings and specifications for vacuum station components including collection tank, vacuum pumps, sewage discharge pumps, odor control, generator, etc. for JEA review and approval. The submittal shall be in pdf format, electronically transmitted to JEA. Following JEA review, the COMPANY shall proceed with 60% design incorporating revisions required by JEA review comments. The COMPANY shall meet once with JEA to receive the 30% review comments coincident with a regularly scheduled monthly progress meeting.

60% Design: The 60% design submittal shall consist of drawings and draft technical specifications for general, site, civil, mechanical, electrical, instrumentation/controls and structural/architectural disciplines. At the 60% design milestone, the COMPANY shall provide a budget level opinion of probable cost as defined by the Association for Advancement of Cost Engineering International (AACE International). An estimate of this type is normally expected to

be accurate within +30% and -15%. The submittal shall be in pdf format, electronically transmitted to JEA. Following JEA review, the COMPANY shall proceed with 90% design taking into consideration revisions required by JEA review comments. The COMPANY shall meet once with JEA to receive the 60% review comments coincident with a regularly scheduled monthly progress meeting.

**90% Design:** The 90% design submittal shall consist of up to forty (40) detailed drawings and technical specifications for general, site, civil, mechanical, electrical, instrumentation/controls and structural/architectural disciplines. At the 90% design milestone, CONSULTANT shall update the budget level cost estimate provided at 60% design milestone. The submittal shall be in pdf format, electronically transmitted to JEA. Following JEA review, the COMPANY shall proceed with bid documents into consideration revisions required by JEA review comments. The COMPANY shall meet once with JEA to receive the 90% review comments coincident with a regularly scheduled monthly progress meeting.

**Bidding Documents:** The COMPANY shall incorporate the 90% review comments and forward one (1) electronic and hard copy of drawings and specifications in a format conforming to JEA standards that will be part of the bid documents to be issued by JEA for bidding. It is assumed that reproduction and distribution to bidders will be handled by JEA procurement.

**Permits:** The COMPANY shall prepare and submit the environmental regulatory permit application from Florida Department of Environmental Protection (FDEP) and/or St. Johns River Water Management District (SJRWMD) as applicable, and City of Jacksonville (COJ) construction plans for Site Development known as the 10-Set Review on behalf of JEA and will assist JEA with obtaining the permits. It is assumed that the Contractor will procure all building permits from the City of Jacksonville. It is assumed that changes made to the bidding documents by regulatory agencies will be incorporated via addenda to the bid documents and documented in the conformed documents. The COMPANY shall provide up to one (1) response to each of FDEP, SJRWMD, COJ 10-Set Review, and the Building Department's requests for additional information (RAI).

#### Task 12.4 – Design Criteria Package

Under this Task, the COMPANY shall develop the Design Criteria Package (DCP) for the Sewer Collection System (Area B). The COMPANY shall use existing GIS maps of the Riverview area to develop preliminary layouts of the sewer collection system. Street-wide surveys are assumed to be not required for developing a DCP. The COMPANY shall perform hydraulic analyses based on estimated current and projected flow information, layout the conceptual pipe sizes and flow considerations. The COMPANY has assumed a set of twenty-five (25) conceptual drawings and associated written design criteria for the DCP. The DCP shall incorporate the selected bidding strategy for vacuum sewer equipment performed in Task 11.1.

The submittal shall be in pdf format, electronically transmitted to JEA. Following JEA review, the COMPANY shall proceed incorporating revisions required by JEA review comments. The COMPANY shall meet once with JEA to receive the DCP review comments coincident with a regularly scheduled monthly progress meeting.

The COMPANY shall incorporate the review comments and forward one (1) electronic and hard copy of the DCP in a format conforming to JEA standards that will be part of the bid documents to be issued by JEA for bidding. It is assumed that reproduction for distribution to bidders will be handled by JEA procurement.

#### Task 12.5 – Design Management and Reviews

Under this Task, the COMPANY will work in concert with JEA and perform management and technical reviews of designs performed by others (Design Consultants) for the Riverview Pilot Project. The COMPANY will serve as the primary point of contact with all Design Consultants. The COMPANY will track and report to JEA the Design Consultants' progress.

The COMPANY will meet monthly with each Design Consultant to review progress and status of work activities. These meetings will also serve as a primary method for exchanging information, resolving design decisions, and reviewing design progress. Each Design Consultant will be required, as a part of its contract with JEA, to develop and maintain a progress schedule of its activities in a COMPANY-approved format. Should COMPANY determine that a Design Consultant has fallen behind schedule, that Design Consultant will be required to provide a recovery schedule acceptable to COMPANY. The COMPANY will prepare and distribute meeting minutes to all attendees and other appropriate parties.

The scope of work under this Amendment is limited to design reviews for the following:

- Sewer Collection System (Area A)
- Sewer Collection System (Area B)
- Force Main

In general, the COMPANY shall be responsible for the following functions under this Task:

- Review geotechnical, surveys
- Review MOT coordination between project areas
- Review and issue comments on preliminary, 30%, 60%, 90% and final designs (Up to twelve (12) design submittals). It is assumed that the selected design firm for Area A will make a single submittal containing all four bid packages at each stage of the design.
- Monitor design progress
- Continuously review and update the master schedule with design schedules;

Design reviews shall be performed to ensure that the technical aspects of the design:

- Are based on design criteria specified in the design consultants' or design-build agreements or as accepted during preliminary design submittals, justifiable assumptions, and generally comply with the project's parameters and requirements.
- Conform to the submission requirements and regulations of regulatory agencies.
- Are complete and fully coordinated and meet the contractual requirement of the deliverables as stipulated in the relevant Contract Documents, the Conditions of Contract, and the summary of deliverables included in the applicable agreements.
- Are produced to established professional standards.



The COMPANY shall not assume design responsibility for the designs reviewed.. The COMPANY will transmit design review comments in electronic form to JEA.

JEA will manage changes to design contracts resulting in directions issued during design reviews of designs performed by Design Consultants under contract with JEA.

#### Task 12 Deliverables:

- JEA design standards updates for Vacuum Collection Systems
- 30%, 60%, 90%, detailed design submittals
- DCP documents
- Design Review Comments (Three design packages at 30%, 60% and 90%)
- Value Engineering Studies and Constructability review (Up to two reviews on JEA selected designs).

#### **Task 13 – Pilot Area Construction Services**

The COMPANY shall serve as JEA’s advisor during the construction phase of the Riverview pilot sewer collection system project. It is assumed that JEA will provide resident inspection services and a construction contract manager for all contracts. JEA will be responsible for the review and approval of contractor daily inspection reports, and pay applications. JEA will also engage its own specialty firms to perform construction phase testing. The COMPANY’s services will be limited to design and program management services during construction of new sewer and water services.

##### Task 13.1 Meetings

The COMPANY shall participate in pre-construction and construction progress meetings through the Riverview Pilot Project. The following meetings are anticipated:

1. Pre-Construction Meetings: Up to four (4) preconstruction meetings
2. Monthly Construction Progress Meetings: Up to Thirty-Six (36) Construction Progress Meetings, each lasting up to two hours.
3. Specialty Meetings: Up to twenty (20) special meetings to resolve construction issues up to two (2) hours each.

The Company will chair and review meeting minutes prepared by Contractor for the meetings.

##### Task 13.2 Submittal Reviews

The COMPANY shall review submittals by construction contractors for conformance to the contract documents during the Riverview pilot project. The nature of submittals will vary depending on the project delivery method. The Riverview project work packages are anticipated to generate up to one hundred (100) contractor submittals beyond design submittals.

### Task 13.3 Change Order Management

Under this task, the COMPANY shall implement the Scope and Change Management Plan during construction.

The COMPANY shall provide technical input for requests for routine contract costs and/or schedule changes from contractors. Changes may be the result of adjustments in scope of work or time due to varying conditions during routine progress of the work, compliance with additional regulatory requirements or additional changes requested by JEA after contract award. The COMPANY shall evaluate the impact of the change request in terms of project cost and schedule. The COMPANY shall prepare a recommendation of the change order request and, if acceptable, a statement noting that the requested cost/schedule impacts are fair and reasonable. The COMPANY's analysis of the change request shall be forwarded to JEA for processing. The COMPANY's scope of services does not include further claims analyses or litigation support. The COMPANY shall assist JEA construction manager to review up to twenty (20) change requests.

### Task 13 Deliverables:

- Submittal Reviews
- Change Order Reviews

### **Task 14 – Program Transition**

Under this Task, the COMPANY shall transfer knowledge through training of JEA personnel, data transfer and all information transfer to JEA staff or its assigned representative in order to assist them to continuing the STPO program based on lessons learned from the Riverview pilot project.

The COMPANY shall transfer control of all data in the MIS to JEA (or its agent) and train the assigned staff in the administration of the program. The COMPANY will prepare a Program Transition Report in the form of a technical memorandum to inform JEA or its agent charged with continuing the STPO program of the lessons learnt, and the changes required in the program management to ensure successful completion of all STPO project areas. The technical memorandum will outline the lessons learned regarding procurements, project delivery methods, vacuum collection system technologies, and monitoring systems, and recommended updates to the JEA Water & Wastewater Standards Manual vacuum collection system details for consideration in other STPO project areas by JEA or its agents. The technical memorandum will include a comparison of project delivery methods.

### Task 14 Deliverables:

- Program Transition Report

### **Task 15 – Assistance with Phase 4 - Public Outreach and Education Program**

Under this task, the COMPANY shall assist JEA with the design and implementation of a Public Outreach and Education Program for the STPO program. JEA's public relations officials and its

assigned agent shall be in charge of all public communications for the program. The development of a Public Education Program regarding the STPO projects scheduled for implementation will increase citizen awareness and help to address citizen's concerns regarding the ongoing STPO wastewater improvements program. COMPANY assistance is limited to providing technical assistance and attending meetings during Phase 4 up to the identified budget.

Certain assumptions were made in development of the scope of services described above. To the extent possible, they are stated within the Scope of Services described above. In addition to those assumptions stated within the Scope of Services described above, this Scope of Service is based also upon the following:

**Assumptions:**

- One vacuum pump station is needed for the extents of the Riverview project area. A second station may be necessary depending on static loss limitations related to location of vacuum station site in relation to exterior extents of the collection system, topography, utility crossings, etc. which will be determined in detailed design. The Company's compensation in this amendment assumes one station will be adequate. If an additional station is needed, JEA and the Company will review budget and make adjustments as needed based on the level of effort identified during design.
- No additional stormwater conveyance or treatment systems required as part of the improvements.
- No wetland, state or federally listed species, and/or habitat delineations are included.
- No archeological review or contamination surveys are included.
- JEA shall obtain (and the COMPANY shall provide support) for easements, ROWs and property lines from the City of Jacksonville in the program area. JEA shall identify available land for new facilities.
- COMPANY's compensation for this amendment assumes a two (2) percent annual escalation. Actual billing rates shall be subject to JEA's standard CPI based annual adjustment beginning in Year 2023.

Bulk printing of reports, manuals, and specifications, surveying, geotechnical fees, and required out of town travel expenses will be billed at cost with no markup. Local mileage from local office to the various job sites for inspectors will be billed at the JEA mileage rate in effect at time of trip.

### 3.0 Schedule

A preliminary pilot program schedule is attached. The resulting anticipated schedule for the COMPANY's tasks in this scope of work is outlined below. The COMPANY's pricing is based on the estimated durations. It is noted that the schedule may change based on time for public procurements, JEA Board approvals for contracts, construction, and the expiry of the COMPANY's contract time. The COMPANY's services shall commence upon the issuance of a Purchase Order following the execution of this Amendment.

Task	Duration (Months)	Completion (Months from NTP)
Task 10 – Pilot Project Program Management		
10.1 Program Management Manual	3	3
10.2 Riverview Pilot Program Administration	60	60
Task 11 – Technical Assistance during Riverview Pilot Procurements		
11.1 Vacuum Sewer Supplier Selection	6	6
11.2 Designer Selections	10	10
11.3 Construction Contractor Bidding Assistance	9	21
Task 12 – Pilot Area Design Services and Design Management		
12.1 Develop Vacuum Collection System Design Standards	3	6
12.2 Site Selection for Vacuum Pump Station	9	15
12.3 Detailed Designs	12	15
12.4 Design Criteria Package (DCP)	4	7
12.5 Design Management and Reviews	5	18
Task 13 – Pilot Area Construction Services		
Task 13.1 – Meetings	42	56
Task 13.2 – Submittal Review	42	56
Task 13.3 – Change Order Management	42	56
Task 14 – Program Transition	4	60
Task 15 – Assistance with Phase 4 - Public Outreach and Education Program	60	60

### 4.0 Method of Compensation

The fee breakdown for the additional tasks in the scope of work to be performed under this amendment is outlined in the table below. Monthly invoices shall be based on number of hours expended; the terms shall remain as outlined in the contract. The fee estimate has an assumed hourly rate adjustment of 2% per year. Hourly rates invoiced on tasks on Time & Materials (T&M) basis will be annually adjusted based on the Consumer Price Index for all urban customers (CPI-U), subject to pre-approval by JEA.

<b>Task</b>	<b>Total Fee (\$)</b>	<b>Payment Basis</b>
Task 10 – Pilot Project Program Management		
10.1 Program Management Manual	\$213,612	Lump Sum
10.2 Riverview Pilot Program Administration	\$2,782,018	T&M
Task 11 – Technical Assistance during Riverview Pilot Procurements	\$112,213	T&M
11.1 Vacuum Sewer Supplier Selection		
11.2 Designer Selections		
11.3 Construction Contractor Bidding Assistance		
Task 12 – Pilot Area Design Services and Design Management	\$1,448,945	T&M
12.1 Develop Vacuum Collection System Design Standards		
12.2 Site Selection for Pump Station		
12.3 Detailed Designs		
12.4 Design Criteria Package (DCP)		
12.5 Design Management and Reviews		
Task 13 – Pilot Area Construction Services	\$470,492	T&M
Task 13.1 – Meetings		
Task 13.2 – Submittal Review		
Task 13.3 – Change Order Management		
Task 14 – Program Transition	\$88,326	T&M
Task 15 – Assistance with Phase 4 - Public Outreach and Education Program	\$260,202	T&M
Expenses (Allowance)	\$217,216	
<b>TOTAL</b>	<b>\$5,593,024</b>	



## Formal Bid and Award System

Award #5 February 24, 2022

**Type of Award Request:** CONTRACT INCREASE  
**Requestor Name:** Hamilton, Darrell D. - Mgr Transmission and Substation Projects  
**Requestor Phone:** (904)665-7137  
**Project Title:** General Engineering Services for Transmission and Substation Projects  
**Project Number:** See List of CP Numbers below  
**Project Location:** JEA  
**Funds:** Capital  
**Budget Estimate:** \$696,462.00 (awarding to current budget for listed projects)  
**Scope of Work:**

The purpose of this solicitation is to contract engineers to supplement the design process for short periods of time (approximately three (3) to six (6) months for a typical project) when JEA in-house engineering resources may not meet the urgent demands of in-service dates. Electric substation/transmission engineering is a very specialized area; therefore, JEA requires companies who have the resources and experience to execute electric substation/transmission engineering. Proposers should be proficient with the computer application Microstation.

JEA is seeking the services of an experienced multidiscipline engineering company that possesses technical expertise in the design of high voltage transmission up to 245kv and substation projects. The contract will focus on varying project scopes such as transmission line design, electrical substation design, and associated engineering services. Evaluation emphasis will focus on the company's previous project experience, quality of service, the ability to respond in a timely and cost-effective manner, and the ability to produce complete packages that are ready for construction, which may include securing of permits from county, city and state agencies. This requires the company to be familiar with all applicable codes, rules, regulations and local ordinances governing the design and construction of projects as generally outlined herein. JEA expects each company will have the expertise and resources to provide all of these services, and the adequate staff to respond within 48 hours for routine requests and within twenty-four (24) hours for emergencies.

**JEA IFB/RFP/State/City/GSA#:** 135-17  
**Purchasing Agent:** Lovgren, Rodney  
**Is this a Ratification?:** NO

### RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
STANTEC CONSULTING SERVICES INC.	Richard Kodera	Richard.kodera@stantec.com	8130 Baymeadows Way, Jacksonville, FL 32256	321-247-2580	\$696,462.00

### Award History – All

Event	Worley Parsons (170881)	Fred Wilson (170882)	Stantec (170884)
Original Award 12/14/2017	\$750,000.00	\$450,000.00	\$300,000.00
10% increase 12/31/2018	\$75,000.00	\$0.00	\$0.00
Contract Increase 07/18/2019	\$900,000.00	\$0.00	\$0.00
10% increase 11/05/2020	\$172,500.00	\$45,000.00	\$30,000.00

<b>Contract Increase / Renewal 06/24/2021</b>	\$475,000.00	\$475,000.00	\$0.00
<b>This Award</b>	\$0.00	\$0.00	\$696,462.00
<b>NTE's</b>	\$2,372,500.00	\$970,000.00	\$1,026,462.00

**Amount of Original Award:** \$1,500,000.00  
**Date of Original Award:** 12/14/2017  
**Contract Increase Amount:** \$696,462.00  
**New Not-To-Exceed Amount:** \$4,368,962.00  
**Length of Contract/PO Term:** Three (3) Years w/Two (2) – 1 Yr. Renewals  
**Begin Date (mm/dd/yyyy):** 12/18/2017  
**End Date (mm/dd/yyyy):** 12/17/2022  
**Renewal Options:** None remaining  
**JSEB Requirement:** Optional - Evaluation Criteria (max goal 20%) – Original Award, Amendment 1 – No JSEB Impact, Amendment 2 – No JSEB Impact

**Comments on JSEB Requirements:**

**Worley Parsons**

Original Award – Johnson Surveying & Mapping – 8%, Meskel & Associates Engineering PLLC – 8%, Environmental Resource Solutions Inc – 4%, Prosser – 3%  
 Contract Amendment #1 – No JSEB Impact  
 Contract Amendment #2 – No JSEB Impact

**Fred Wilson & Associates**

Original Award – Meskel & Associates PLLC – 6%, Peacock Consulting Group LLC – 5%, Johnson Surveying & Mapping – 6%  
 Contract Amendment #1 – No JSEB Impact  
 Contract Amendment #2 – No JSEB Impact

**Stantec** – Did not use JSEB

**Background/Recommendations:**

Originally approved by Awards Committee on 12/14/2017 in the amounts of \$750,000.00 to Worley Parsons, \$450,000.00 to Fred Wilson & Associated and \$300,000.00 to Stantec for a not exceed total of \$1,500,000.00. A copy of the original award is attached as backup.

A contract increase was processed and approved on 07/18/2019 to increase Worley Parson's. On 11/05/2020, 10% increases were processed for Worley Parson's Inc, Fred Wilson & Associates and Stantec Consulting Services Inc. to support use of the first renewal. A contract increase was processed on 06/24/2021 for Fred Wilson & Worley Parsons. Contract renewals have been executed through 12/17/2022 for all three companies.

This award request is for a contract increase to the transmission and substation engineering services contract of Stantec to support continuing use of the contract through the current term. JEA's capital project funding for continuing services contracts are typically funded one to two years of the contract. This award includes additional projects not identified or included in the previous award estimates. At this time, the other two contracts with Worley Parsons and Fred Wilson currently have enough funds to continue use through the current term. Rates are fixed for the term of the contract. It should be noted that a new solicitation is currently being processed for rebid.



**Budgeted projects:**

<b><u>Project Name</u></b>	<b><u>Project #</u></b>	<b><u>FY22 Budget</u></b>
Imeson 26kv Circuit 493 Substation Breaker and Cap Bank Addition	8007608	\$66,165
McDuff Substation 4kV Circuits 4, 6, and 9	8007609	\$100,000
Pecan Park Transmission Line Route Study	8007625	\$177,464
Ribault 138-26kV T2 Addition	8007634	\$102,833
Westside 230kV Transmission Corridor and Substation Acquisition	8007740	\$250,000
<b><u>Total</u></b>		\$696,462

Request approval to award a contract increase to Stantec Consulting Services Inc. in the amount of \$696,462.00 for supplemental design for transmission and substation engineering services, for a total new not-to-exceed amount of \$4,368,962.00, subject to the availability of lawfully appropriated funds.

**Manager:** Hamilton, Darrell D. - Mgr Transmission and Substation Projects  
**Sr. Director** Acs, Gabor - Sr Director Engineering & Projects  
**VP:** Erixton, Ricky D. - VP Electric Systems

**APPROVALS:**

 2/24/22

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

Steven Elmore 2/24/22

**Budget Representative** **Date**





## Formal Bid and Award System

Award #6 June 24, 2021

**Type of Award Request:** CONTRACT INCREASE / RENEWAL  
**Requestor Name:** Hamilton, Darrell D. - Mgr Transmission and Substation Projects  
**Requestor Phone:** (904)665-7137  
**Project Title:** General Engineering Services for Transmission and Substation Projects  
**Project Number:** See List of CP Numbers below  
**Project Location:** JEA  
**Funds:** Capital  
**Budget Estimate:** N/A

### Scope of Work:

The purpose of this solicitation is to contract engineers to supplement the design process for short periods of time (approximately three (3) to six (6) months for a typical project) when JEA in-house engineering resources may not meet the urgent demands of in-service dates. Electric substation/transmission engineering is a very specialized area; therefore, JEA requires companies who have the resources and experience to execute electric substation/transmission engineering. Proposers should be proficient with the computer application Microstation.

JEA is seeking the services of an experienced multidiscipline engineering company that possesses technical expertise in the design of high voltage transmission up to 245kv and substation projects. The contract will focus on varying project scopes such as transmission line design, electrical substation design, and associated engineering services. Evaluation emphasis will focus on the company's previous project experience, quality of service, the ability to respond in a timely and cost-effective manner, and the ability to produce complete packages that are ready for construction, which may include securing of permits from county, city and state agencies. This requires the company to be familiar with all applicable codes, rules, regulations and local ordinances governing the design and construction of projects as generally outlined herein. JEA expects each company will have the expertise and resources to provide all of these services, and the adequate staff to respond within 48 hours for routine requests and within twenty-four (24) hours for emergencies.

**JEA IFB/RFP/State/City/GSA#:** 135-17  
**Purchasing Agent:** Lovgren, Rodney  
**Is this a Ratification?:** NO

### RECOMMENDED AWARDEE(S):

Name	Contact Name	Address	Phone	Amount
WORLEYPARSONS GROUP INC.	Joe Smugeresky	2675 Morgantown Road, Reading PA 19607	(610) 855-2026	\$475,000.00
FRED WILSON & ASSOCIATES	William Wilson	3970 Hendricks Ave, Jacksonville, FL 32256	(904)398-8636	\$475,000.00

**Amount of Original Award:** \$1,500,000.00  
**Date of Original Award:** 12/14/2017  
**Change Order Amount:** \$950,000.00

**List of Previous Change Order/Amendments:**

CPA #	Amount	Date
170881	\$75,000.00	12/31/2018
170881	\$900,000.00	07/18/2019
170881	\$172,500.00	11/05/2020
170882	\$45,000.00	11/05/20
170884	\$30,000.00	11/05/20

**New Not-To-Exceed Amount:** \$3,672,500.00

**Length of Contract/PO Term:** Three (3) Years w/Two (2) – 1 Yr. Renewals

**Begin Date (mm/dd/yyyy):** 12/18/2017

**End Date (mm/dd/yyyy):** 12/17/2022

**Renewal Options:** None remaining

**JSEB Requirement:** Optional - Evaluation Criteria (max goal 20%) – Original Award, Amendment 1 – No JSEB Impact, Amendment 2 – No JSEB Impact

**Comments on JSEB Requirements:****Worley Parsons**

Original Award – Johnson Surveying & Mapping – 8%, Meskel & Associates Engineering PLLC – 8%, Environmental Resource Solutions Inc – 4%, Prosser – 3%

Contract Amendment #1 – No JSEB Impact

Contract Amendment #2 – No JSEB Impact

**Fred Wilson & Associates**

Original Award – Meskel & Associates PLLC – 6%, Peacock Consulting Group LLC – 5%, Johnson Surveying & Mapping – 6%

Contract Amendment #1 – No JSEB Impact

Contract Amendment #2 – No JSEB Impact

**Stantec** – Did not use JSEB

**Background/Recommendations:**

Originally approved by Awards Committee on 12/14/2017 in the amounts of \$750,000.00 to Worley Parsons, \$450,000.00 to Fred Wilson & Associated and \$300,000.00 to Stantec for a not exceed total of \$1,500,000.00. A copy of the original award is attached as backup.

A contract increase was processed and approved on 07/18/2019 to increase Worley Parson's. On 11/05/2020, 10% increases were processed for Worley Parson's Inc, Fred Wilson & Associates and Stantec Consulting Services Inc. to support use of the first renewal.

This award request is for a contract increase to the transmission and substation engineering services contract of Worley Parsons and Fred Wilson & Associates. JEA's capital project funding for continuing services contracts are typically funded one to two years of the contract. This award includes additional projects not identified or included in the previous award estimates. As additional projects become funded over the remainder of the term of this contract, the need to return to the awards committee to fund these contracts will be necessary. Rates are fixed for the term of the contract. this additional funding is planned to support use of the contract through 12/17/2022 (which will include the execution of the final renewal).


Budgeted potential future projects:

Project Number	FY21	FY22
CCVT/PD Rep – 8006691	\$175,000	\$25,000
26kV Bkr Rep – 8006680	\$0	\$25,000
Trans Bkr Rep – 8006695	\$10,000	\$25,000
St. Johns 4kV – 8006861	\$0	\$125,000
Normandy (Structural) – 8002902	\$15,000	\$0
788-141 (GEC Bay/Breaker Addition Ckt 950)	\$0	\$175,000
788-120 (Mayo Sub)	\$0	\$175,000
788-145 (Ribault T2)	\$0	\$125,000
788-146 (Imeson 493/Cap Bank)	\$0	\$75,000

Request approval to award a contract increase and final one (1) year renewal to Worley Parsons in the amount of \$475,000.00 and to Fred Wilson & Associates for \$475,000.00 for supplemental design for transmission and substation engineering services for a total increase of \$950,000.00, for a new not-to-exceed amount of \$3,672,500.00, subject to the availability of lawfully appropriated funds.

**Manager:** Hamilton, Darrell D. - Mgr Transmission and Substation Projects  
**Sr. Director** Acs, Gabor - Sr Director Engineering & Projects  
**VP:** Erixton, Ricky D. - VP Electric Systems

**APPROVALS:**

 06/24/2021

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

 6/25/21

**Budget Representative** **Date**





## Formal Bid and Award System

Award # 9 07/18/2019

**Type of Award Request:** CONTRACT INCREASE  
**Requestor Name:** Smith, Brandy L.  
**Requestor Phone:** (904)665-7987  
**Project Title:** General Engineering Services for Transmission and Substation Projects  
**Project Number:** List of CP Numbers below  
**Project Location:** JEA  
**Funds:** Capital  
**Budget Estimate:** N/A

### Scope of Work:

The purpose of this solicitation is to contract engineers to supplement the design process for short periods of time (approximately three (3) to six (6) months for a typical project) when JEA in-house engineering resources may not meet the urgent demands of in-service dates. Electric substation/transmission engineering is a very specialized area; therefore, JEA requires companies who have the resources and experience to execute electric substation/transmission engineering. Proposers should be proficient with the computer application Microstation.

JEA is seeking the services of an experienced multidiscipline engineering company that possesses technical expertise in the design of high voltage transmission up to 245kv and substation projects. The contract will focus on varying project scopes such as transmission line design, electrical substation design, and associated engineering services. Evaluation emphasis will focus on the company's previous project experience, quality of service, the ability to respond in a timely and cost-effective manner, and the ability to produce complete packages that are ready for construction, which may include securing of permits from county, city and state agencies. This requires the company to be familiar with all applicable codes, rules, regulations and local ordinances governing the design and construction of projects as generally outlined herein. JEA expects each company will have the expertise and resources to provide all of these services, and the adequate staff to respond within 48 hours for routine requests and within twenty-four (24) hours for emergencies.

This service contract will positively affect JEA Measures of Value:

- Customer and Community Value and Financial Value: This outsourced service contract supports variation in manpower needs allowing JEA to right size the number of direct employees, which limits future debt obligations of the Agency and City, which creates a greater Value of JEA to the customer.

**JEA IFB/RFP/State/City/GSA#:** 135-17  
**Purchasing Agent:** Lovgren, Rodney  
**Is this a Ratification?:** NO

### RECOMMENDED AWARDEE(S):

Name	Contact Name	Address	Phone	Amount
WORLEYPARSONS GROUP INC.	Joe Smugeresky	2675 Morgantown Road, Reading PA 19607	(610) 855-2026	\$900,000.00

**Amount of Original Award:** \$750,000.00 (Worley Parsons Only)

**Date of Original Award:** 12/14/2017

**Change Order Amount:** \$900,000.00

**List of Previous Change Order/Amendments:**

CPA #	Amount	Date
170881	\$75,000.00	12/31/2018

**New Not-To-Exceed Amount:** \$1,725,000.00

**Length of Contract/PO Term:** Three (3) Years w/Two (2) – 1 Yr. Renewals

**Begin Date (mm/dd/yyyy):** 12/18/2017

**End Date (mm/dd/yyyy):** 12/17/2020

**JSEB Requirement:** Optional - Evaluation Criteria (max goal 20%)

**Comments on JSEB Requirements:**

WorleyParsons Group, Inc.:

1. Johnson Surveying & Mapping, Inc. - 8%
2. Meskel & Associates Engineering, PLLC - 8%
3. Environmental Resource Solutions, Inc. - 4%
4. Prosser - 3%

**Background/Recommendations:**

Originally approved by Awards Committee on 12/14/2017 in the amounts of \$750,000.00 to Worley Parsons, \$450,000.00 to Fred Wilson & Associated and \$300,000.00 to Stantec for a not exceed total of \$1,500,000.00. A copy of the original award is attached as backup.

To Date, JEA has placed on purchase orders approximately \$205K to Fred Wilson and \$129K to Stantec. No contract increases are necessary for the 2<sup>nd</sup> or 3<sup>rd</sup> company at this time.

This award request is for a contract increase to the transmission and substation engineering services contract of Worley Parsons. JEA's capital project funding for continuing services contracts are funded by capital dollars, and typically only funded for one to two years of the contract. This award includes additional projects (predominantly solar installation project related) not identified or included in the original awarded estimate. As additional projects become funded over the remainder of the term of this contract, the need to return to the awards committee to fund these contracts will be necessary. Rates are fixed for the term of the contract.

The executed project list for Worley Parsons against this award:

- PSI for Southern Transmission Circuits
- Phase II Circuit 909 addition
- T3 Steelbald Substation
- Brandy Branch T2 addition
- Electromagnetic Study preliminary Circuit 909

Budgeted potential future projects (subject of the change order)

- 788-01 General Substation Improvements
- 788-119 Kennedy Substation Control Cable and Protection System Replacement
- 788-124 Transmission Capacitor Bank Controls Replacement
- 788-125 230kV Breaker Replacement
- 788-131 Southside GIS 6C2 Capacitor Bank Replacement
- 788-132 Church Street HPFF Pipe Type Cable Pump Replacement
- 788-133 Mill Cove HPFF Pipe Type Cable Pump Replacement


- 788-134 Transmission and Substation Class Circuit Breaker Replacement Program
- 788-88D Substation R&R Projects - Transformer Replacements
- 789-01 General Transmission Improvements

Request approval to award a change order to Worley Parsons for supplemental design for transmission and substation engineering services in the amount of \$900,000.00, for a new not-to-exceed amount of \$1,725,000.00, subject to the availability of lawfully appropriated funds.

**Manager:** Short, Michael L. - Manager, Project Design  
**Director:** Pinkstaff, Larry G. - Dir Energy Project Mgmt & Joint Assets  
**Sr. Director** Acs, Gabor - Sr Director Engineering & Projects  
**VP:** Anders, Caren B. - VP/GM Energy

**APPROVALS:**

 7/18/19  
 Chairman, Awards Committee Date

 07/18/2019  
 Financial Analyst, Capital Budget Planning Date

Approved by the IEA Awards Committee

Date 12/14/17 Item # 3



## Formal Bid and Award System

Award #3 December 14, 2017

**Type of Award Request:** PROPOSAL (RFP)  
**Request #:** 3994  
**Requestor Name:** Smith, Brandy L.  
**Requestor Phone:** (904) 665-7987  
**Project Title:** General Engineering Services for Transmission and Substation Projects  
**Project Number:** 8003883, 8004535  
**Project Location:** JEA  
**Funds:** Capital  
**Award Estimate:** \$1,500,000.00  
**Scope of Work:**

The purpose of this solicitation is to contract engineers to supplement the design process for short periods of time (approximately three (3) to six (6) months for a typical project) when JEA in-house engineering resources may not meet the urgent demands of in-service dates. Electric substation/transmission engineering is a very specialized area; therefore, JEA requires companies who have the resources and experience to execute electric substation/transmission engineering. Proposers should be proficient with the computer application Microstation.

JEA is seeking the services of an experienced multidiscipline engineering company that possesses technical expertise in the design of high voltage transmission up to 245kv and substation projects. The contract will focus on varying project scopes such as transmission line design, electrical substation design, and associated engineering services. Evaluation emphasis will focus on the company's previous project experience, quality of service, the ability to respond in a timely and cost-effective manner, and the ability to produce complete packages that are ready for construction, which may include securing of permits from county, city and state agencies. This requires the company to be familiar with all applicable codes, rules, regulations and local ordinances governing the design and construction of projects as generally outlined herein. JEA expects each company will have the expertise and resources to provide all of these services, and the adequate staff to respond within 48 hours for routine requests and within twenty-four (24) hours for emergencies.

**JEA IFB/RFP/State/City/GSA#:** 135-17

**Purchasing Agent:** Woyak, Nathan J

**Is this a Ratification?** NO

### RECOMMENDED AWARDEE(S):

Name	Contact Name	Address	Phone	Amount
WORLEYPARSONS GROUP INC.	Joe Smugeresky	2675 Morgantown Road, Reading PA 19607	(610) 855-2026	\$750,000.00
FRED WILSON & ASSOCIATES	Frank Wilson	3970 Hendricks Ave, Jacksonville FL 32207	(904) 398-8636	\$450,000.00
STANTEC CONSULTING SERVICES INC.	Michelle Renshaw	8130 Baymeadows Way, Jacksonville FL 32256	(561) 312-0544	\$300,000.00

Amount for entire term of Contract/PO: \$1,500,000.00

CPA 170884



**Award Amount for remainder of this FY:** \$500,000.00

**Length of Contract/PO Term:**

Three (3) Years w/Two (2) – 1 Yr. Renewals

**Begin Date (mm/dd/yyyy):**

12/18/2017

**End Date (mm/dd/yyyy):**

12/17/2020

**Renewal Options:**

YES – Two (2) – 1 Yr. Renewal

**JSEB Requirement:**

Optional - Evaluation Criteria (max goal 20%)

**Comments on JSEB Requirements:**

WorleyParsons Group, Inc.:

1. Johnson Surveying & Mapping, Inc. - 8%
2. Meskel & Associates Engineering, PLLC - 8%
3. Environmental Resource Solutions, Inc. - 4%
4. Prosser - 3%

Fred Wilson & Associates:

1. Meskel & Associates Engineering, PLLC - 6%
2. Peacock Consulting Group, LLC - 5%
3. Johnson Surveying & Mapping, Inc. - 6%

Stantec Consulting Services, Inc., did not submit JSEB

**BIDDERS:**

Name	Amount	Rank
WORLEYPARSONS GROUP INC.	\$750,000.00	1
FRED WILSON & ASSOCIATES	\$450,000.00	2
STANTEC CONSULTING SERVICES INC.	\$300,000.00	3
LEIDOS ENGINEERING LLC (FKA SEE&I)	N/A	4
BURNS & MCDONNELL ENGINEERING CO, INC.	N/A	5
POWER ENGINEERS INC.	N/A	6
MOTT MACDONALD FLORIDA, LLC	N/A	7
SNC LAVALIN CONSTRUCTORS, INC.	N/A	7
HATCH ASSOCIATES CONSULTANTS, INC. (HATCH)	N/A	9
SUBSTATION ENGINEERING COMPANY (SECO)	N/A	10
POWER SERVICES, INC.	N/A	11

**Background/Recommendations:**

Advertised 08/30/2017. Twelve (12) companies attended the mandatory pre-proposal meeting on 09/18/2017. At Proposal opening on 10/03/2017, JEA received eleven (11) Proposals. The Proposals were independently evaluated and scored, and approved at JEA's public evaluation meeting on 10/27/2017. Worley Parsons Group Inc., Fred Wilson & Associates, and Stantec Consulting Services Inc. are the top three (3) highest ranked companies.

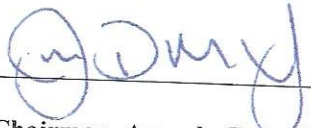
Negotiations on standard labor rates based on project role, experience, and expertise were agreed upon, and the engineering fees will be negotiated utilizing those rates per project assigned. The rates from all three (3) firms are competitive and compare to rates used for current work being performed and the Bureau of Labor Statistics. The evaluation matrix summary and negotiated standard labor rates are attached as back-up for each company.




135-17 – Request approval to award three (3) year contracts for engineers to supplement the design process to the following companies: Worley Parsons Group Inc., for \$750,000.00, Fred Wilson & Associates for \$450,000.00, and Stantec Consulting Services Inc. for \$300,000.00 for a total combined award amount of \$1,500,000.00, subject to the availability of lawfully appropriated funds.

**Manager:** Short, Michael L. - Manager, Project Design  
**Director:** Acs, Gabor - Director Electric T&D Projects  
**VP:** Brost, Mike J. - VP/GM Electric Systems

**APPROVALS:**

  
Chairman, Awards Committee  
Date 12-14-17

  
Manager, Capital Budget Planning  
Date 12/14/17



Stantec Consulting Services Inc.  
8130 Baymeadows Way West Suite 104  
Jacksonville, FL 32256

### JEA RATES

Position	Hourly Rate
Principal Engineer	\$182
Lead Engineer/Project Manager	\$158
Senior Engineer/Project Manager	\$151
Engineer	\$129
Senior Designer	\$137
Designer	\$121
Senior CAD Specialist/Drafter	\$91
CAD Specialist/Drafter	\$82
Control Manager	\$96
Clerical/Administrative Support	\$75

### Reimbursable Expenses

A four percent (4%) flat rate disbursement (FRD) recovery will be applied to the Stantec fees to cover miscellaneous project expenses, internal incidental printing, copying and plots, film, CDs and report materials; communications expenses (e.g. faxes, office and mobile phones, blackberries, pagers, and other devices); office expenses (e.g. postage, couriers, equipment, common software and other supplies); staff local mileage and archive maintenance. As this is a FRD, no supporting document will be provided with invoices.

Project specific charges, such as subconsultants; travel, accommodations and meals; project-specific printing of deliverables; usage charges for specialized field equipment and company-owned, leased or rented project vehicles; external testing lab charges and other external service; specialized computer software costs; and other significant project-specific expenses will be invoiced in addition to labor fees and to the FRD. Where not stated as being included in the fees, project specific subconsultant, project travel expenses, contractor and similar third party expenses will be charged as incurred with a five percent (5%) markup.

### 135-17 GENERAL ENGINEERING SERVICES FOR TRANSMISSION AND SUBSTATION PROJECTS

Vendor Rankings	Brandy Smith	Sebastian Chrst	Mir Roh			Total Score	Overall Rank
Worley Parsons	1	2	1			4	1
Fred Wilson	2	1	2			5	2
Stantec	4	3	4			11	3
Leidos	3	7	3			13	4
Burns & McDonnell	5	5	5			15	5
Power Engineers	7	4	6			17	6
Mott MacDonald	6	9	8			23	7
SNC	10	6	7			23	7
Hatch	8	10	8			26	9
SECO	9	8	11			28	10
Power Services	11	11	10			32	11

Brandy Smith	Professional Staff Experience (40 Points)	Design Approach (45 Points)	Project Manager Proximity to JEA (10 Points)	JSEB (5 Points)	Total	Rank
Burns & McDonnell	35.00	43	6	0	84.00	5
Fred Wilson	39.00	44	10	3	96.00	2
Hatch	36.60	39	2	1	78.60	8
Leidos	39.00	41	6	4	90.00	3
Mott MacDonald	37.40	45	0	0	82.40	6
Power Engineers	38.20	34	6	2	80.20	7
Power Services	39.00	29	0	0	68.00	11
SNC	29.60	31	10	0	70.60	10
Stantec	37.60	37	10	0	84.60	4
SECO	37.00	38	0	0	75.00	9
Worley Parsons	38.60	44	10	4	96.60	1

Sebastian Chrst	Professional Staff Experience (40 Points)	Design Approach (45 Points)	Project Manager Proximity to JEA (10 Points)	JSEB (5 Points)	Total	Rank
Burns & McDonnell	29.40	43	6	0	78.40	5
Fred Wilson	37.20	42	10	3	92.20	1
Hatch	19.20	39	2	1	61.20	10
Leidos	30.00	33	6	4	73.00	7
Mott MacDonald	25.80	40	0	0	65.80	9
Power Engineers	32.60	41	6	2	81.60	4
Power Services	27.80	31	0	0	58.80	11
SNC	27.40	40	10	0	77.40	6
Stantec	33.60	41	10	0	84.60	3
SECO	24.80	43	0	0	67.80	8
Worley Parsons	34.80	37	10	4	85.80	2

Mir Roh	Professional Staff Experience (40 Points)	Design Approach (45 Points)	Project Manager Proximity to JEA (10 Points)	JSEB (5 Points)	Total	Rank
Burns & McDonnell	32.60	31	6	0	69.60	5
Fred Wilson	36.00	33	10	3	82.00	2
Hatch	32.40	27	2	1	62.40	8
Leidos	36.00	29	6	4	75.00	3
Mott MacDonald	33.40	29	0	0	62.40	8
Power Engineers	35.20	26	6	2	69.20	6
Power Services	35.40	25	0	0	60.40	10
SNC	31.60	26	10	0	67.60	7
Stantec	35.00	27	10	0	72.00	4
SECO	34.80	21	0	0	55.80	11
Worley Parsons	36.40	33	10	4	83.40	1

	Professional Staff Experience (40 Points)	Design Approach (45 Points)	Project Manager Proximity to JEA (10 Points)	JSEB (5 Points)	Total
Overall Averages					
Burns & McDonnell	32.33	39.00	6.00	0.00	77.33
Fred Wilson	37.40	39.67	10.00	3.00	90.07
Hatch	29.40	35.00	2.00	1.00	67.40
Leidos	35.00	34.33	6.00	4.00	79.33
Mott MacDonald	32.20	38.00	0.00	0.00	70.20
Power Engineers	35.33	33.67	6.00	2.00	77.00
Power Services	34.07	28.33	0.00	0.00	62.40
SNC	29.53	32.33	10.00	0.00	71.87
Stantec	35.40	35.00	10.00	0.00	80.40
SECO	32.20	34.00	0.00	0.00	66.20
Worley Parsons	36.60	38.00	10.00	4.00	88.60



Stantec Consulting Services, Inc.  
300 Primera Blvd, Ste 300  
Lake Mary, FL 32746

## 2021-2022 JEA RATES

October 20, 2021 through December 17, 2022

### Group Hourly Billing Rates

CLASSIFICATION	2021	2022
Sr. Principal	\$215.00	\$224.00
Principal Engineer	\$182.00	\$218.00
Principal Project Manager	\$198.00	\$206.00
Lead Engineer/Project Manager	\$158.00	\$188.00
Senior Engineer/Project Manager	\$151.00	\$180.00
Engineer	\$129.00	\$154.00
Senior Designer	\$137.00	\$164.00
Designer	\$121.00	\$144.00
Senior CAD Specialist/Drafter	\$91.00	\$110.00
CAD Specialist/Drafter	\$82.00	\$98.00
Control Manager	\$96.00	\$116.00
Clerical/Administrative Support	\$75.00	\$90.00
Sr. Scientist	\$142.00	\$148.00
Junior Scientist	\$90.00	\$94.00
GIS Lead	\$133.00	\$138.00
GIS Tech III	\$115.00	\$119.00
GIS Tech II	\$90.00	\$94.00

### Reimbursable Expenses

A four percent (4%) flat rate disbursement (FRD) recovery will be applied to the Stantec fees to cover miscellaneous project expenses, internal incidental printing, copying and plots, film, CDs and report materials; communication expenses (e.g. faxes, office and mobile phones, and other devices); office expenses (e.g. postage, couriers, equipment, common software and other supplies); staff local mileage and archive maintenance. As this is a FRD, no supporting documents will be provided with invoices

Project specific charges, such as subconsultants; travel, accommodations, and meals; project-specific printing of deliverables; usage charges for specialized field equipment and company-owned, leased or rented project vehicles; external testing lab charges and other external service; specialized computer software costs; and other significant project-specific expenses will be invoiced in addition to labor fees. Where not stated as being included in the fees, project specific subconsultant, project travel expenses, contractor and similar third-party expenses will be charged as incurred with a five percent (5%) markup.



February 11, 2022  
File: 198889147

**Attention: Mr. Ryan Szoke**  
JEA  
21 W Church Street  
Jacksonville, Florida 32202

**Reference: Imeson Substation 26 kV Circuit 493 & Cap Bank Addition  
Proposal for Engineering and Design Services**

Dear Ryan,

Stantec is pleased to offer professional engineering services to JEA for the subject project in response to the request for proposal (RFP) email received January 27, 2022, and the included Project Scope Document PRF055-200-PD, and the additional information gained from the follow-up phone call on February 8, 2022.

The following is a description of the scope of services to be provided by Stantec in performing the detailed design, engineering, procurement support and construction support for JEA, including our assumptions and clarifications. For the purposes of this project, Stantec will perform the physical electrical design and civil/structural design and JEA will perform the balance of protection & and control (P&C) design and associated tasks such as wiring diagrams.

## **PROJECT DESCRIPTION**

Due to recent thermal overloading on the JEA 26 kV system, this project will result in the construction of 26 kV circuit Imeson 493, which will serve customers northwest of the Imeson. The feeder extension will serve as load relief for the Garden City 496 and 499 circuits. This project will also result in the installation of a 26kV SCADA controlled distribution capacitor bank.

Under the scope of this project within Imeson substation, the T1 26 kV bus will be extended to accommodate two additional 26 kV distribution bays with circuit breakers and associated equipment. One distribution circuit breaker will serve Circuit 493 with an underground getaway to the west to a new manhole. The second distribution circuit breaker will serve a new 23 kV 5.4 MVar distribution capacitor bank.

## **PROJECT MANAGEMENT**

Stantec will assemble an experienced Project Management team to lead the execution of the of the Project. The project management team will consist of a Project Manager (PM), Project Controls Specialist (scheduling and financial controls), and document controller. The PM will be the primary point of contact for the project for coordination with JEA with support of the engineering discipline leads.

Management of the project will begin with the award of the project and the Notice to Proceed (NTP) from JEA. The first step in executing the project will be to attend the project Kick-off Meeting with JEA to be held



at the Customer's offices with an associated site visit. This meeting will be attended by the key members of the JEA and Stantec teams, including the Project Manager and the engineering discipline/team leads.

Following the kick-off meeting, the detailed engineering schedule will be prepared by Stantec in coordination with JEA.

At minimum the following meetings will be planned for the project, with key project members to be in attendance as defined in the Communications Plan following project kick-off:

- Kick-off Meeting with site visit (in-person)
- Bi-Weekly Project Status Meetings during the design phase (via conference call or in conjunction with other face-to-face meetings)
- Design Review Meetings
  - 10% Design Review (via conference call)
  - 60% Design Review and constructability (in-person)
  - 100% (IFC) Design Review (via conference call)

## **DETAILED DESIGN**

Stantec will perform detailed engineering and design for the feeder and capacitor addition in accordance with the RFP document "PRF055-200-PD"(pages 9 – 12) and in support of construction requirements of the project. Drafting will be performed in accordance with the existing drawings and JEA provided standards.

JEA will provide all existing construction and design standard drawings and details to support the design and to aid in the delivery of a consistent product to JEA.

For a project of this size we would propose the following design submittal review packages: 10% design, 60% design and 100% (IFC). Deliverables are described in further detail below.

It is understood JEA will perform all required P&C design and associated wiring diagrams. Stantec will not modify or create any schematics or wiring diagrams as part of the scope of work, with exception to modifications to the existing One-line Diagram. Work within the control building is not anticipated. Battery system sizing to accommodate the new equipment will be performed by JEA if necessary. AC station service physical design is included in the scope. AC and DC auxiliary systems are assumed to be adequate and will not require modification.

Modifications to the substation footprint, grading and drainage are not anticipated or included as part of the engineering scope.

Prior to submittal of each design submittal, Stantec will perform a detailed QA/QC review in accordance with Stantec's ISO 9001 Quality Management Program.

### **Design Elements**

Design elements to prepare a physical electrical engineering design package for the purposes of construction and commissioning of the addition of T2 and associated 26 kV feeders includes the following elements:



- Review of civil and electrical engineering requirements and standards provided by JEA that are relevant to the design of the substation.
- Review of site-specific information regarding potential construction barriers/site limitations, access points to the substation for equipment delivery and storage, and general access to the substation for maintenance and construction personnel.
- Performance of design studies and engineering calculations as required to produce a complete design.
- 10% Design Package: The 10% Design Package will be developed for the project and will be submitted to JEA for review. The 10% design package will form the basis of design for the balance of the work. The following deliverables will be prepared as part of the 10% Design Package:
  - One-line Diagram
  - Substation Plan Drawing
  - Master Drawing List

Note that a final engineering package issued for construction cannot be completed until Stantec receives the final as-recorded vendor drawings for equipment.

The following drawings and documents are anticipated as the design deliverables and will be modified under the scope of the project:

- Master Drawing List: A master drawing list will be prepared for the project, listing the drawing title and revision. Submittals will be tracked using the master drawing list. The Master Drawing List will initially be submitted with the 10% review package and will be maintained throughout the detailed design phase. The substation Cover Sheet drawing list will be updated if new drawings are added.
- One-line diagram: The One-line Diagram will be modified to indicate the addition of the new 26 kV facilities as defined above. The One-line Diagram will not include P&C details.
- Substation plan and elevation drawings and details: The substation plan and elevation drawings will be updated showing the addition of the equipment in the substation yard. Associated construction detail drawings will be updated. Existing drawings will be duplicated to the extent possible for consistency.
- Grounding plans and details: Existing grounding plan and detail drawings will be updated to indicate the addition of the new equipment. Existing ground grid is assumed to be intact and will not require modification except to accommodate the new equipment. A grounding study will be performed in CDEGS to include the new grid added for the 26 kV addition. Existing drawings will be duplicated to the extent possible for consistency.
- Conduit plans and details: Existing conduit plan and detail drawings will be updated to indicate the addition of the new equipment. In conjunction with the approved conduit plan, conduit detail drawings will be updated for the new equipment. Existing drawings will be duplicated to the extent possible for consistency.





- Conduit Schedules: Conduit Schedules will be updated to show addition of the new equipment. Conduit sizes will be based on existing construction and/or JEA standards. Cable schedules will be prepared by JEA. Conduit fill calculations and updates to Cable Schedules will be performed by JEA to verify proper fill ratios if needed.
- Foundation plans and details: The existing foundation plan will be updated to show the addition of the new foundations. Foundations and oil containment will be based on existing foundation designs. Existing foundations are assumed to be adequate for their given application but will be verified they meet the latest codes. Foundation details will be created for new foundations showing foundation plan and cross section views, with details of foundation included in a table referenced to the plan drawings. A geotechnical report was received with the RFP.
- Structural steel design: Existing structure designs will be used for the new structures. Existing structures are assumed to be adequate for their given application but will be verified they meet the latest codes.
- Bill of Materials: A Bill of Material (BOM) will be updated and/or prepared. Bill of materials will be referenced to the drawings and will include equipment manufacturer, description, and catalog number.
- Studies and Calculations:
  - New lighting will be added to the new facilities if needed similar to existing lighting. A lighting study is not anticipated, but can be added if determined necessary after the initial site visit.
  - With the relocation of the existing lightning mast to accommodate the new 26 kV bays, it is assumed the existing lightning protection will incorporate the new facilities. A lightning protection study is not anticipated, but can be added if determined necessary after the initial site visit

## **PROCUREMENT SUPPORT**

Stantec will perform procurement support activities to assist JEA with the procurement of the necessary equipment and materials. Approved manufacturers and material standards will be provided by JEA and will be used for development of the Bill of Material for procurement by JEA. Detailed technical specifications will not be needed. All equipment and materials will be specified for procurement via the detailed bill of materials. It is understood that the power transformer has already been ordered by JEA. Stantec will not procure materials for the project.

Based on the approved bills of materials, Stantec will review the applicable vendor and manufacturer submittals for major equipment from JEA related to the physical design/installation to verify compliance with the requirements of the project and incorporate vendor information into the design.

Vendor factory visits are not anticipated for this project.





## **CONSTRUCTION SUPPORT**

Stantec will provide remote support to JEA and during construction by answering RFI's, as required. In-person construction support is not anticipated but can be provided on a time and expenses basis if requested by JEA. Preparation of outage and/or testing plans will be by JEA.

## **CONSTRUCTION RECORD DRAWINGS**

Construction Record (as-built) drawings will be prepared based on red-lines documented by the construction contractor(s) and collected by JEA during/after construction.

Upon completion of construction, testing and commissioning, the field mark-ups will be gathered by JEA and forwarded to Stantec for incorporation into the final drawing set. A separate trip for field verification of as-built marks is not planned by Stantec. The final Construction Record revision will be submitted to JEA for final review. One submittal-review-return cycle is expected.

## **SCHEDULE**

Based on the proposal submittal date of February 11, 2022, following the Notice to Proceed (NTP), the kick-off meeting will be held with JEA no later than March 4, 2022 which will support a proposed IFC (100%) design submittal of August 4, 2022 (22 weeks). The final schedule and submittal dates will be determined during the project kick-off.

Note the schedule assumes JEA review timeframe will be two (2) weeks from the date of submittal.

## **ASSUMPTIONS & CLARIFICATIONS**

The following are Stantec's assumptions and clarifications used in the preparation of this proposal and accompanying pricing:

- Project kick-off will be held within one week after NTP. No later than project kick-off, JEA will provide access to applications, software, drawings, standards, and a list of key Points of Contact necessary for project execution.
- Up to forty (40) hours of engineering support during construction is included and will be provided remotely for responses to Requests for Information (RFI).
  - This assumes up to 10 RFI's during the construction duration.
  - Additional support can be provided on a Time & Expense (T&E) basis upon request.
- Because the extent of field red-lines is unknown, up to forty (40) hours of as-built support is estimated assuming minimal changes to the drawings. Upon completion of construction, as built revisions will not be field verified for accuracy. Additional support can be provided on a Time & Expense (T&E) basis upon request.
- Review of equipment submittals from JEA will be based on the listed equipment in the Scope document, assuming one cycle of submit/review/comment for the initial submittal, with verification of the final manufacturer's documents.



- Permitting related services are not anticipated and are not included in the engineering scope.
- Modification of station service and battery/charger systems are not included in the scope of work.
- Deliverables will be submitted as soft copies in native format (MS word, MS Excel, MicroStation “.dgn” files, etc.), and “.pdf” format. Hard copies will be submitted upon request.
- Stantec has included up to twelve (12) virtual meetings for the purpose of status updates and design package reviews except as stated otherwise in this proposal.
- The Customer will provide all applicable standards, specifications, and preferences necessary for design consideration prior to start of the design.
- Environmental permitting, equipment procurement, construction permitting, testing & commissioning, construction, and construction work outage sequencing efforts will be performed by others.
- The existing SPCC will not require updating.
- Design milestone review comments from all stakeholders will be consolidated and provided in one set of comments.
- Stantec assumes responsibility of informing JEA of potential schedule delays due to circumstances out of Stantec’s control.
- Issued for Construction (IFC) drawings and finalized studies will be sealed and signed by a Professional Engineer licensed in the state of Florida for the civil/structural discipline.
- Modification of existing drawings is limited to the materials, equipment and areas of work being installed as defined herein. Modifications to drawings and/or areas of drawings not related to this equipment are not included.

If existing drawings are in a non-CAD format, modifications to the drawings will be made in MicroStation and a hybrid raster/CAD drawing will be created.

## PRICING

Stantec’s price to provide the engineering, design, procurement support and construction support for the Project as described herein and in the provided documentation is summarized here:

<b>Cost Category</b>	<b>Cost Est.</b>
Engineering (engineering consultant’s engineering fee only)	\$66,000
Studies (studies portion of engineering consultant’s fee if applicable)	\$10,740
Project Management	\$16,060
Services During Construction	\$11,425
<b>Consultant’s Total Project Estimated Cost</b>	<b>\$104,225</b>

### Notes:

- Estimated costs include all labor and project expenses.
- Project Management includes all project management and administrative/support costs.



- Services During Construction includes remote construction support and Construction Record (as-built) drawings.

Pricing is provided on a time and expenses basis, based on the 2022 rates in Stantec's current Agreement with JEA.

### Substation Project Cost Estimate and Expenditure Forecast

Cost Category	Project Cost Estimate Breakdown						
	Project Request	10% Design	30% Design	60% Design	90% Design	100% Design	Construction
Engineering (engineering consultant's engineering fee only)	\$50,000	\$4,520		\$40,963		\$20,518	
Surveys (survey portion of engineering consultant's fee if applicable)	\$10,000						
Studies (studies portion of engineering consultant's fee if applicable)	\$20,000			\$10,740			
Permitting							
Real Estate							
Project Management	\$15,000	\$1,147		\$8,604		\$6,309	
Project Support	\$5,000						
Construction	\$300,000						
Services During Construction	\$15,000						\$11,424
JEA Supplied Labor/Materials	\$330,523						
Miscellaneous	\$10,000						
Contingency							
<b>Total</b>	<b>\$755,523</b>						

We look forward to working with JEA on this project. Please review our proposal and let us know if you have any additional questions.

Regards,

**Stantec Consulting Services Inc.**

**Richard Kodera** PE  
Power Delivery Sector Lead  
Phone: 321.247.2580  
Richard.Kodera@stantec.com

**Douglas Sharpe** PE  
Power Delivery Regional Sector Leader  
Phone: 352-531-4768  
Douglas.Sharpe@stantec.com



February 11, 2022  
File: 198889147

**Attention: Mr. Ryan Szoke**  
JEA  
21 W Church Street  
Jacksonville, Florida 32202

**Reference: JEA McDuff Substation 4 kV Circuits 4, 6, and 9 Relocation Project  
Proposal for Engineering and Design Services**

Dear Ryan,

Stantec is pleased to offer professional engineering services to JEA for the subject project in response to the request for proposal (RFP) email received January 27, 2022, and the additional information gained from the follow-up phone call on February 8, 2022.

The following is a description of the scope of services to be provided by Stantec in performing the detailed design, engineering, procurement support and construction support for JEA, including our assumptions and clarifications. For the purposes of this project, Stantec will perform the physical electrical design and civil/structural design and JEA will perform the balance of protection & and control (P&C) design and associated tasks such as wiring diagrams.

## **PROJECT DESCRIPTION**

The McDuff substation consists of 13 kV indoor metalclad switchgear, 4 kV indoor metalclad switchgear, 4 kV outdoor metalclad switchgear, 8.6 MVA 13 – 4 kV transformer T1, and a 6.25 MVA 13 – 4 kV transformer T4. The outdoor switchgear contains three feeder breakers for circuits 4, 6, and 9. This outdoor switchgear has reached end of life. Maintenance costs are high, racking mechanisms of the draw-out circuit breakers have become increasingly problematic, and control wiring issues are frequently encountered.

The scope of the project will include the following work:

- Remove feeder cables for circuits 4, 6, and 9 from outdoor switchgear. Remove existing feeder 6303 and install a new feeder from switch 2903 to indoor 4 kV switchgear breaker 6303 (unit 5). Existing circuit 6304 will be renamed circuit 6303.
- Install new feeder from switch 2920 to indoor 4 kV switchgear breaker 6305 (unit 8). Existing circuit 6306 will be renamed circuit 6305. Circuit 6309 feeder will be removed from the outdoor switchgear (circuit 6309 will be renamed circuit 6308). The outdoor 4 kV switchgear will be removed.
- Remove the cable between the McDuff padmounted Switches and the high side of the T4 transformer. T4 will remain on its current foundation. Install a new cable between a cell (TBD) in the 13 kV indoor metal-clad switchgear and the high side of the T4 transformer.



- Install a cable between the low side of the T4 transformer and the cell designated “Future T2” in the 4 kV indoor switchgear.
- Design a metal enclosure to replace the existing bus duct termination cover for the new low side cable connections on the T4 Transformer. This enclosure should be a bolted, removable cover that allows adequate access to the low side connections for maintenance and testing of the transformer. The cover should be capable of removal without the use of heavy equipment.
- Designate the T4 transformer as T2 and update drawings and records accordingly.

The project will design and implement changes to controls, protective relaying, and communications to accommodate the above changes to the station configuration. This work will be performed by others.

Unnecessary switches like 2919 will also be removed under the project by others.

## **PROJECT MANAGEMENT**

Stantec will assemble an experienced Project Management team to lead the execution of the of the Project. The project management team will consist of a Project Manager (PM), Project Controls Specialist (scheduling and financial controls), and document controller. The PM will be the primary point of contact for the project for coordination with JEA with support of the engineering discipline leads.

Management of the project will begin with the award of the project and the Notice to Proceed (NTP) from JEA. The first step in executing the project will be to attend the project Kick-off Meeting with JEA to be held at the Customer's offices with an associated site visit. This meeting will be attended by the key members of the JEA and Stantec teams, including the Project Manager and the engineering discipline/team leads.

Following the kick-off meeting, the detailed engineering schedule will be prepared by Stantec in coordination with JEA.

At minimum the following meetings will be planned for the project, with key project members to be in attendance as defined in the Communication Plan following project kick-off:

- Kick-off Meeting with site visit (in-person)
- Bi-Weekly Project Status Meetings during the design phase (via conference call or in conjunction with other face-to-face meetings)
- Design Review Meetings
  - 10% Design Review (via conference call)
  - 60% Design Review and constructability (in-person)
  - 100% Design Review (via conference call)

## **DETAILED DESIGN**

Stantec will perform detailed engineering and design for the substation, feeder modifications, rerouting and reconnection in and around the McDuff substation in support of construction requirements of the project. Drafting will be performed in accordance with the existing drawings and JEA provided standards.



JEA will provide all existing construction and design standard drawings and details to support the design and to aid in the delivery of a consistent product to JEA.

For a project of this size we would propose the following design submittal review packages: 10% design, 60% design and 100% (IFC). Deliverables are described in further detail below.

It is understood JEA will perform all required P&C design and associated wiring diagrams. Stantec will not modify or create any schematics or wiring diagrams as part of the scope of work, with exception to modifications to the existing One-line Diagram. AC and DC auxiliary systems are assumed to be adequate and will not require modification.

Modifications to the substation footprint, grading and drainage are not anticipated or included as part of the engineering scope.

Prior to submittal of each design submittal, Stantec will perform a detailed QA/QC review in accordance with Stantec's ISO 9001 Quality Management Program.

## **Design Elements**

Design elements to prepare a physical electrical engineering design package for the purposes of construction and commissioning of the addition of T2 and associated 26 kV feeders includes the following elements:

- Review of civil and electrical engineering requirements and standards provided by JEA that are relevant to the design of the substation.
- Review of site-specific information regarding potential construction barriers and site limitations, access points to the substation for equipment delivery and storage, and general access to the substation for maintenance and construction personnel.
- Performance of design studies and engineering calculations required to produce a complete design as outlined below.
- 10% Design Package: The 10% Design Package will be developed for the project and will be submitted to JEA for review. The 10% design package will form the basis of design for the balance of the work. The following deliverables will be prepared as part of the 10% Design Package:
  - One-line Diagram
  - Substation Plan Drawing
  - Master Drawing List

Note that a final engineering package issued for construction cannot be completed until Stantec receives the final as-recorded vendor drawings for existing and new equipment, where applicable.

The following drawings and documents are anticipated as the design deliverables and will be modified under the scope of the project:

- **Master Drawing List:** A master drawing list will be prepared for the project, listing the drawing title and revision. Submittals will be tracked using the master drawing list. The Master Drawing List will initially be submitted with the 10% review package and will be maintained throughout the detailed design phase. The substation Cover Sheet drawing list will be updated if new drawings are added.
- **One-line diagram:** The One-line Diagram will be modified to indicate the connection of the feeders and T4 to the indoor 4 and 13 kV switchgear as defined above. The One-line Diagram will not include P&C details.
- **Substation plan and elevation drawings and details:** The substation plan and elevation drawings will be updated showing the addition of the equipment in the substation yard. Associated construction detail drawings will be updated. Existing drawings will be duplicated to the extent possible for consistency. Additionally, details of the replacement termination cabinet on T4 will be developed based on the existing manufacturer's drawings provided by JEA.
- **Switchgear building plan and elevation drawings and details:** The existing switchgear building drawings will be modified to show the installation of the new feeders, cable trays, feeder entrances and associated materials. Associated cable tray and wall penetration installation details will be developed.
- **Grounding plans and details:** Existing grounding plan and detail drawings will be updated to indicate the addition of the new equipment associated with the rerouting of the feeders. Existing ground grid is assumed to be intact and will not require modification. A grounding study will not be required.
- **Conduit plans and details:** Existing conduit plan and detail drawings will be updated to indicate the rerouting of the feeders and transformer connections in and around the substation fence. In conjunction with the approved conduit plan, conduit detail drawings will be updated for the new installation. Existing drawings will be duplicated to the extent possible for consistency.
- **Conduit Schedules:** Conduit Schedules will be updated to show addition of the new equipment. Conduit sizes will be based on existing construction and/or JEA standards. Cable schedules will be prepared by JEA. Conduit fill calculations will be performed by JEA to verify proper fill ratios if needed.
- **Foundation plans and details:** The existing foundation plan will be updated to show the rerouting of the feeders and transformer connections where applicable. Modifications or additional foundations are not anticipated for the project. Existing foundations are assumed to be adequate for their given application.
- **Structural steel:** Existing structure design will be used for the feeder termination structure. The existing H-frame structure is assumed to be adequate and where modifications are needed, the design will be verified.
- **Bill of Materials:** A Bill of Material (BOM) will be updated and/or prepared. Bill of materials will be referenced to the drawings and will include equipment manufacturer, description, and catalog number.



- Studies and Calculations: Grounding, lightning protection, and lighting studies are not anticipated for this project.

## **PROCUREMENT SUPPORT**

Stantec will perform procurement support activities to assist JEA with the procurement of the necessary equipment and materials. Approved manufacturers and material standards will be provided by JEA and will be used for development of the Bill of Material for procurement by JEA. Detailed technical specifications will not be needed. All equipment and materials will be specified for procurement via the detailed bill of materials. Stantec will not procure materials for the project.

Based on the approved bills of materials, Stantec will review the applicable vendor and manufacturer submittals for major equipment from JEA related to the physical design/installation to verify compliance with the requirements of the project and incorporate vendor information into the design.

Vendor factory visits are not anticipated for this project.

## **CONSTRUCTION SUPPORT**

Stantec will provide remote support to JEA during construction by answering RFI's, as required. In-person construction support is not anticipated but can be provided on a time and expenses basis if requested by JEA. Preparation of outage and/or testing plans will be by JEA.

## **CONSTRUCTION RECORD DRAWINGS**

Construction Record (as-built) drawings will be prepared based on red-lines documented by the construction contractor(s) and collected by JEA during/after construction.

Upon completion of construction, testing and commissioning, the field mark-ups will be gathered by JEA and forwarded to Stantec for incorporation into the final drawing set in one package containing all field marks. A separate trip for field verification of as-built marks is not planned by Stantec. The final Construction Record revision will be submitted to JEA for final review. One submittal-review-return cycle is expected.

## **SCHEDULE**

Based on the proposal submittal date of February 11, 2022, following the Notice to Proceed (NTP), the kick-off meeting will be held with JEA no later than March 4, 2022 which will support a proposed IFC (100%) design submittal of July 1, 2022 (18 weeks). The final schedule and submittal dates will be determined during the project kick-off.

Note the schedule assumes JEA review timeframe will be two (2) weeks from the date of submittal.





## **ASSUMPTIONS & CLARIFICATIONS**

The following are Stantec's assumptions and clarifications used in the preparation of this proposal and accompanying pricing:

- No later than project kick-off, JEA will provide access to applications, software, drawings, standards, and a list of key Points of Contact necessary for project execution.
- Up to forty (40) hours of engineering support during construction is included and will be provided remotely for responses to Requests for Information (RFI).
  - This assumes up to 10 RFI's during the construction duration.
  - Additional support can be provided on a Time & Expense (T&E) basis upon request.
- There is an existing geotechnical study/report for use on the project.
- Because the extent of field red-lines is unknown, up to forty (40) hours of as-built support is estimated assuming minimal changes to the drawings. Upon completion of construction, as built revisions will not be field verified for accuracy. Additional support can be provided on a Time & Expense (T&E) basis upon request.
- Permitting related services are not anticipated and are not included in the engineering scope.
- Deliverables will be submitted as soft copies in native format (MS word, MS Excel, MicroStation ".dgn" files, etc.), and ".pdf" format. Hard copies will be submitted upon request.
- Stantec has included up to nine (9) virtual meetings for the purpose of status updates and design package reviews except as stated otherwise in this proposal.
- The Customer will provide all applicable standards, specifications, and preferences necessary for design consideration prior to start of the design.
- Environmental permitting, equipment procurement, construction permitting, testing & commissioning, construction, and construction work outage sequencing efforts will be performed by others.
- The existing SPCC will not require updating.
- Design milestone review comments from all stakeholders will be consolidated and provided in one set of comments.
- Stantec assumes responsibility of informing JEA of potential schedule delays due to circumstances out of Stantec's control.
- Issued for Construction (IFC) drawings and finalized studies will be sealed and signed by a Professional Engineer licensed in the state of Florida for the civil/structural discipline.
- Modification of existing drawings is limited to the materials, equipment and areas of work being installed as defined herein. Modifications to drawings and/or areas of drawings not related to this scope are not included.
- If existing drawings are in a non-CAD format, modifications to the drawings will be made in MicroStation and a hybrid raster/CAD drawing will be created.



## PRICING

Stantec's price to provide the engineering, design, procurement support and construction support for the Project as described herein and in the provided documentation is summarized here:

Cost Category	Cost Est.
Engineering (engineering consultant's engineering fee only)	\$67,464
Studies (studies portion of engineering consultant's fee if applicable)	\$0
Project Management	\$15,664
Services During Construction	\$11,424
<b>Consultant's Total Project Estimated Cost</b>	<b>\$94,552</b>

Notes:

- Estimated costs include all labor and project expenses.
- Project Management includes all project management and administrative/support costs.
- Services During Construction includes remote construction support and Construction Record (as-built) drawings.

Pricing is provided on a time and expenses basis, based on the 2022 rates in Stantec's current Agreement with JEA.

We look forward to working with JEA on this project. Please review our proposal and let us know if you have any additional questions.

Regards,

**Stantec Consulting Services Inc.**

**Richard Kodera** PE  
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**Stantec Consulting Services Inc.**  
4651 Salisbury Road Suite 350  
Jacksonville FL 32256-6107

23 December 2021

Attention: Mr. Sebastian Chmist  
JEA  
21 W. Church St  
Jacksonville, FL 32202

**Reference: Pecan Park 138 kV Transmission Line Routing Study – Change Order Request #1**

Dear Mr. Chmist,

In your email dated November 9, 2021, JEA has requested additional services for the Pecan Park 138 kV Transmission Line Routing Study. These services include:

1. Investigation of the potential to add an additional 230 kV circuit between the JEA Dinsmore substation and a future substation along an existing corridor (approximately two miles).
2. High-level review of potential substation locations along the future Garden City to Pecan Park transmission line corridor.

Below is a list of tasks that will be completed to perform these additional services:

- Field work to review the Dinsmore line. It is assumed that the field work can be conducted under the same mobilization as the routing study windshield survey.
- Feasibility review of the Dinsmore line
- GIS desktop review of potential substation locations
- Coordination with JEA Real Estate to obtain and then digitize existing JEA right-of-way

Deliverables:

- Memo summarizing feasibility review of the Dinsmore line for adding an additional 230 kV circuit
- Figure depicting potential substation locations

Assumptions:

- JEA will provide high-level siting guidelines for the potential substation.
- A detailed substation siting study is not included in this scope of work.
- The substation siting review will be performed using publicly available GIS data sets.
- Stantec will identify up to four potential substation locations.

**Reference: Pecan Park 138kV Transmission Line Routing Study – Change Order Request #1**

- The field review of the Dinsmore line will be conducted concurrently with the windshield survey for the routing study.
- Existing transmission, distribution, and substation infrastructure within the Study Areas are to be provided by JEA.
- A cost estimate for field review packages for JEA field reviews can be prepared upon request.
- JEA will provide PDF maps of easements for the existing transmission lines, to be digitized by Stantec. Scope of work does not include investigation of real estate information and easement documentation.

The work outlined in this change order request is proposed to be provided on a time and materials basis, not to exceed \$33,300 (Thirty-Three Thousand, Three Hundred dollars) without prior authorization from JEA. Equipment and non-labor charges will be billed according to the Master Services Agreement currently in place between Stantec and JEA (contract number 170884).

This estimate was developed based on mutually agreed upon labor rates and classifications provided to JEA on 10/1/2021, on amended contract #170884.

Stantec appreciates the opportunity to support JEA on this Project. If you have any questions about anything contained in this offer for services, please contact us at your earliest convenience.

Regards,

**Stantec Consulting Services Inc.**



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**Kristin Weidner** PWS  
Senior Associate  
Phone: (919) 760-0322  
[Kristin.Weidner@stantec.com](mailto:Kristin.Weidner@stantec.com)



**Stantec Consulting Services Inc.**  
4651 Salisbury Road Suite 350  
Jacksonville FL 32256-6107

04 October 2021

Attention: Mr. Sebastian Chmist  
JEA  
21 W. Church St  
Jacksonville, FL 32202

**Reference: Pecan Park 138 kV Transmission Line Routing Study**

Dear Sebastian Chmist,

Stantec Consulting Services Inc. (Stantec) is pleased to provide the following scope of services to JEA in response to the Request for Proposal (RFP) for routing studies for two new 138 kV transmission lines to connect the existing Beeghly Heights and Garden City Substations to the proposed Pecan Park Substation in Jacksonville, Florida (the Project). These services will be provided under the Master Services Agreement contract number 170884.

The following sections present our understanding of the Project, our team and experience, scope of services, assumptions about assistance Stantec will receive from JEA, anticipated work products, fee estimates, and a schedule for completion of the requested services. Stantec will initiate the work immediately upon receipt of notice to proceed (NTP) from JEA.

## **PROJECT DESCRIPTION**

The general scope of work for this project is to study and identify the best transmission line route around Jacksonville International Airport area and connect the existing Beeghly Heights and Garden City Substations to the new Pecan Park Substation located north of the airport. As part of the Project, a conceptual design will be developed for the 138-26 kV Pecan Park Substation.

## **OUR TEAM**

### **Project Management/Coordination**

Effective project management is the key to successful execution of a project. All Stantec projects follow a mandatory 10-point project management framework to maintain quality, stay organized and keep projects on schedule. Mihai Oros will manage this project, lead bi-weekly project meetings, supervise quality and technical reviews for all deliverables, including the delivery of intermediate deliverables (Review Packages) and final deliverables, as listed below.

Safety is paramount to everything we do and it is the responsibility of the project manager to review all work plans for compliance with Stantec's HSSE programs. The level of effort for this task is based on our experience and assumes a 28-week project schedule as specified in the RFP. Changes in project scope and/or schedule may increase fees for this task.

**Reference: Pecan Park 138kV Transmission Line Routing Study**

## Meet the Team

**Mihai Oros, Sr Project Manager:** Mihai is a Senior Project Manager with over 20 years of diverse and progressively accumulated experience and responsibilities in Program/Project Management and Engineering. He has a wide range of experience working with different utilities across the United States, including comprehensive working experience on large, complex, and highly visible projects for domestic and global clients in engineering and construction management and engineering with capital cost range between \$5 to \$500 million in T&D, power, nuclear and residential industry. Mihai has a track record of safely executing projects with significant experience in leading design, procurement, and construction.

**Curt Bjurlin, Siting Independent Review:** Curt is a team leader in the energy sector who has managed multimillion dollar projects from proposal and budgeting through routing and siting, permitting, engineering, and construction. His experience includes leading routing and site selection for over 100 transmission line projects, including routing projects in Florida. Over his 15 years in project development, he has led numerous stakeholders, county and township, and civic group discussions. Prior to taking a leadership role in project development, he worked for ten years as a scientist, publishing 15 papers on the interaction between threatened and endangered species and transportation and energy infrastructure.

**Kristin Weidner, Siting Task Lead:** Kristin has 18 years of experience in the environmental field working on feasibility studies, natural resource assessments, stakeholder engagement, and siting transmission lines. She is an experienced project manager, involved in numerous multi-million-dollar projects across the eastern US. She works with diverse teams of scientists, engineers, and regulatory specialists to deliver solutions to her clients. She specializes in energy project development including feasibility analysis, data collection, constraints analysis, siting studies and reporting, natural resource assessments, stakeholder outreach, permitting, agency coordination, and mitigation services. She is an experienced project manager, involved in many multi-million-dollar projects. Kristin has been the siting lead for numerous projects across the eastern US and has managed more than 10 routing and siting studies. She works closely with clients to help them understand the technical aspects of their projects, regulatory requirements, and environmental and social constraints that influence the siting and permitting processes.

**Corey Berner, GIS Lead:** Corey has nine years of experience in the natural and physical sciences providing Geographic Information Systems (GIS) applications to national, state, and local agencies. Corey has managed the GIS tasks on several Routing & Siting studies across the United States, with an emphasis on Florida-based transmission line projects. Corey actively uses the most advanced software and techniques in the industry to improve his abilities while providing the client with the best service and results.

His skills include the use of ArcGIS software with the extensions of Network Analyst and Spatial Analyst, web application editing, web-map development, data editing and analysis, potable and sanitary sewer network editing, transportation asset collection, cataloging, and network design, energy transmission line site planning & analysis, PD&E studies & analysis for environmental concerns, and cartographic exhibit expertise.

**Ferawati (Fera) Gani, Transmission Lead:** Fera is the Transmission Line Group Manager and she has 13 years of engineering experience and training in design and construction aspects of reliable and robust energy infrastructure (transmission lines, substations, renewable energy) in all types of environments. She

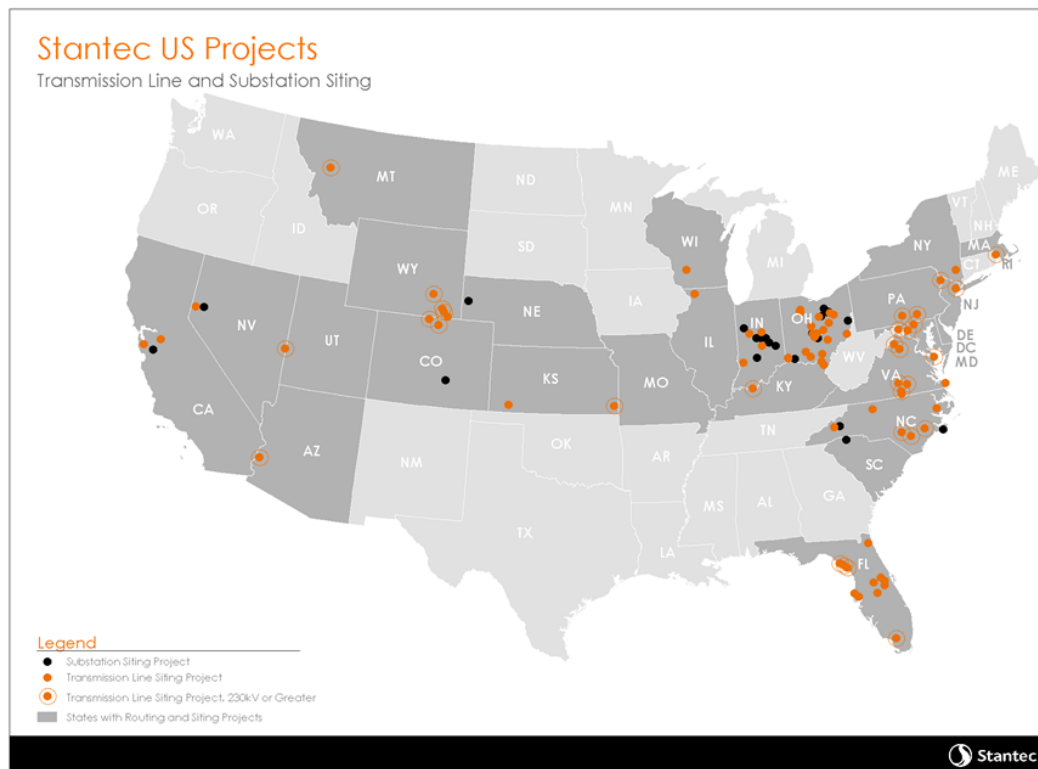
**Reference: Pecan Park 138kV Transmission Line Routing Study**

is experienced with engineering practice related to codes and standards and working on US, Canadian, and African Interconnection Projects.

**Raphael Nunes, Substation Lead:** Raphael is a Senior Project Engineer at Stantec and part of the Transmission and Distribution group in the Lake Mary, FL office. His main responsibilities include Project Management and Physical Substation Engineering design and deliverables. With more than 14 years of experience, Raphael has been working with Air Insulated Substations, Gas Insulated Switchgear Substations, Static Var Compensators, and Series Capacitor Banks with a wide range of industrial and utility customers worldwide for projects ranging from 4 kV to 500 kV. He also brings experience on specification of HV cable terminations for GIS, transformers, and pothead applications.

## EXPERIENCE

The following map represents Power Delivery projects Stantec has performed across the United States.



Throughout the east coast of the US over the past ten years, Stantec has executed numerous transmission line routing and siting and substation conceptual and detailed design projects. Our siting independent reviewer assigned to this project, Curt Bjurlin, has been directly involved with all of this prior work and will bring a wealth of experience to the project.

**Reference: Pecan Park 138kV Transmission Line Routing Study**

Below, we demonstrate our collective team's transmission, routing and siting, and substation experience—experience that makes us uniquely qualified to move JEA forward.

**Imeson 138 kV Substation Study, JEA, Jacksonville, Florida:** Stantec prepared for a feasibility study with the primary task of providing alternative options to improve the site to meet the substation configuration needs. The study included a cost estimate, schedule, comparison analysis, and risk evaluation.

**Circuit 601 69 kV Transmission Line Routing Project, JEA, Jacksonville, Florida:** Stantec prepared a routing report for two new one (1) mile underground transmission lines with considerations for constructability, cost, safety, regulatory, and environmental considerations. Evaluations also included providing preliminary schedules, cost estimates, and risk assessments.

**Brooker Creek to Tarpon Springs 115 kV Transmission Line Routing Due Diligence Study, Duke Energy Florida (DEF), Tarpon Springs, Florida:** Stantec was retained to perform a due diligence study for a transmission rebuild in Pinellas County, Florida. DEF is proposing to rebuild the 3.5-mile transmission line within existing right-of-way between the two substations, and supplemental rights will be needed to remove existing lattice towers and construct new monopoles. Our Team worked with DEF to apply a new analysis approach for documenting the constraints and opportunities along the existing alignment for the due diligence study.

**Winter Springs 230 kV Transmission Line, DEF, Seminole County, Florida:** Stantec was retained by DEF to conduct a routing study for the construction of a new double-circuit 230 kV transmission line in Seminole County, Florida. A one-mile 230 kV transmission line and two transmission line tie-ins to the FPL Sanford-Poinsett #3 transmission line were required. The project scope of work included routing and siting support, data analysis, field reviews, preparing an interconnection feasibility study, developing an opinion of probable construction costs (OPCC), and reporting to identify the preferred transmission line route.

**Madison Area 69 kV Network Conceptual Design.** The project scope included the conceptual design for installation of a new 230/69 kV substation at the new Madison Substation, and conversion of the substation to 69/13/4 kV operation by installing a 69k-13 kV substation and 69-4 kV substation. This project will provide capacity for future load growth in the area and introduce a robust 13 kV supply in the area while retiring Marshall Street 4 kV Substation.

**Hasbrouck Heights 69 kV Network Conceptual Design:** The scope included conceptual design of a new 69 kV network between Fair Lawn – Paramus – Spring Valley Rd – Hasbrouck Heights – East Rutherford Stations. The project would also convert Spring Valley and Hasbrouck Heights to 69/4 kV Substations and install new 69 kV line positions at Fairlawn and East Rutherford Switching Stations, install all 69 kV overhead and underground lines to interconnect the stations and establish the 69 kV network. At Spring Valley Road substation, a 69kV GIS ring bus with control house and three (3) 69-4 kV transformers and an 18 MVAR 69 kV Capacitor Bank would also be installed. At Hasbrouck Heights substation, one 69-3 kV Unit transformer would be added with installation of all necessary relays and SCADA to provide data to ESOC and Palisades Division.



**Reference: Pecan Park 138kV Transmission Line Routing Study**

## **SCOPE OF WORK**

The scope of work and schedule is based on our understanding of the activities needed to support the routing studies, conceptual design for the new Pecan Park Substation, and modification to the existing substations. The scope of work is outlined in the tasks described below.

### **Tasks 1 and 2 – Routing Studies**

Stantec will perform a routing study to identify, analyze, and select transmission line routes around Jacksonville International Airport to connect the existing Beechly Heights and Garden City Substations to the new Pecan Park Substation located north of the airport. The subtasks below outline the routing study process, milestones, and deliverables.

#### **Subtask A – Project Kickoff and Scope Review**

The Routing process will begin by developing a memorandum sent to JEA. This memorandum, Review Package #1, will establish the Study Areas, siting guidelines, schedule, and proposed scoring criteria and methodology for the routing analysis. The Stantec PM will then coordinate a kick-off call with JEA to discuss the overall Project scope of work, Review Package #1 documents, project needs, and work done to date. This call will be held as soon as possible after receipt of NTP. The purpose will be to create a shared understanding of the scope, schedule, and approach to be applied throughout the Project and to establish open lines of communication among Project team members. JEA will review and sign-off on the schedule as part of the kick-off call.

Stantec will provide regular updates throughout the course of the Project in the form of review packages that are issued before team meetings and meeting minutes issued after team web calls.

#### **Subtask B – Data Collection**

Multiple sources of information will be consulted during the study. These data will be collected and loaded in an ESRI ArcGIS geodatabase and evaluated using the criteria identified during project kick-off. Maps and GIS data to be collected and reviewed during the study may feature federal, state, and local sources. These maps and data may include, but are not limited to, aerial imagery, U.S. Geological Survey (USGS) 7.5-minute topographic quadrangle maps, natural and cultural resources data (hydrography, wetlands, FEMA floodplain, T/E species, etc.), land cover, communication tower and private/public airport locations, county-level zoning/land use maps, state and county road data, existing utilities/railroads, parcel and easement data, and occupied building locations and use.

Existing transmission, distribution, and substation infrastructure within the Study Areas will be provided by JEA. Stantec will coordinate with county/city staff to review planned developments and buried utility locations within the Study Areas that could impact the route alternatives. It is assumed that only limited correction of the data based on aerial interpretation will be necessary. Both aerial and underground utilities other than JEA infrastructure will be obtained if available. If GIS files are not available, the locations of these facilities will be documented during the field reconnaissance, to the extent practicable.

**Reference: Pecan Park 138kV Transmission Line Routing Study**

Once data collection is complete, Stantec will provide JEA with Review Package #2, which will contain a summary of the data collection effort and constraints and opportunities mapping.

**Subtask C – Alternative Route Identification and Detailed Field Reconnaissance**

Reviewing the routing guidelines with respect to opportunities and constraints will be the first step to developing alternative routes. The purpose of these guidelines is to minimize the effect of the Project on the natural and human environment, while avoiding unreasonable and congested alignments, extreme costs, and nonstandard design requirements. A typical subset of routing guidelines used in similar transmission studies conducted by Stantec are presented below. The guidelines will be identified and refined during the kick-off as described in Subtask A.

- Maximize distance from residences, schools, and other sensitive receptors such as places of worship.
- Maximize the sharing or paralleling of existing rights-of-way.
- Minimize the crossing of environmentally and culturally sensitive lands, such as recreation lands, historic sites, managed conservation lands and easements, and large wetland or stream complexes.
- Maximize the use or paralleling of existing linear corridors where crossings of sensitive lands are unavoidable.

Stantec will perform an airspace analysis for the Jacksonville International Airport to develop a surface depicting height restriction around the airport. The analysis will be conducted for three airport approaches, including the future runway planned by the airport. This surface will be used during development of the Segment Network to determine areas where above ground routes can be used, or conversely, where underground routing would be required.

Stantec will then develop two Segment Networks (Garden City to Pecan Park and Beechly Heights to Pecan Park) to connect the project start and terminus locations based on the advantages and disadvantages and the agreed upon routing guidelines. Stantec transmission engineers will review the feasibility of the Segment Network, and adjustments will be made as needed. The Segment Network will be provided to JEA as Review Package #3, which will include a KMZ or shapefiles and supporting thematic graphics and maps. Stantec will then host one two-hour web call to review the Segment Networks with JEA. The purpose of this call will be to remove routes with fatal flaws, review engineering feasibility from a high level, and identify data gaps.

Once JEA approves the Segment Network, Stantec will conduct a field reconnaissance to verify the results of the desktop review, and update datasets accordingly. Additionally, Stantec staff will identify features that were not detected during initial data collection, including corridor sharing opportunities or potential constraints. Field reconnaissance will be conducted from publicly available roads and will not enter private property. During field reconnaissance, Stantec engineers will review the existing, out of service circuit 832 for potentially opportunities to use this corridor for the new transmission line route between the Garden City Substation and the proposed Pecan Park Substation.

**Reference: Pecan Park 138kV Transmission Line Routing Study**

### **Subtask D – Route Alternatives Analysis and Preferred Route Selection**

Upon completion of the field reconnaissance, Stantec will revise the Segment Networks based on field observations, if needed. Segments will then be combined into full length Route Alternatives. Stantec will submit the Route Alternatives to JEA for approval prior to analysis. Stantec will then analyze the weighted criteria for each Route Alternative and the results will be normalized to allow comparison of the routes. The cumulative score for each route will result in a suitability rank summarized in table format.

Stantec engineers and scientists will develop a high-level opinion of possible construction costs (OPCC) to include design, clearing, construction, and permitting. Design and construction costs will be developed as per AACE Class 5 cost estimate. Additionally, the alternative routes will be evaluated for right-of-way and/or easement purchase requirements. The amount of new easement required will be included in the evaluation of the route alternatives for the selection of a preferred route. It is assumed that JEA will provide right of way acquisition estimates for the development of right-of-way cost estimates.

The Route Alternatives analyses table and summary for each route, along with OPCC will be provided to JEA as part of Review Package #4. Stantec will then host a two-hour web meeting with JEA to review the results of the quantitative analysis for each line, discuss the suitability ranks, review qualitative factors, and ultimately select a preferred route for each line.

### **Subtask E – Routing Study Report**

Upon approval of the results by the JEA team, Stantec will document the route evaluation methods and results in a routing report. Two routing reports will be prepared simultaneously, one for the Beeghly Heights to Pecan Park line, and one for the Garden City to Pecan Park line. The two reports will describe the route comparison methodology and results including a summary of the environmental, engineering, social, and land use characteristics of the Study Areas, as well as the OPCC for each route. The reports will also include a photo log from the field reconnaissance, and potential permitting requirements for the preferred routes.

After one round of input from the JEA Project team on the draft reports, the final reports and graphics will be created and distributed to JEA. All report copies, including graphics, will be provided in electronic format and will include both Word and PDF versions.

### **Task 3 – Beeghly Heights and Garden City Substations Modification Investigation**

The existing Beeghly Heights Substation site will be connected to the Pecan Park Substation through a new 138 kV Transmission Line circuit that will be terminated in the existing 138 kV Capacitor Bank position. The Capacitor Bank will be moved to the end of the 138 kV bus or at the future T3 location. Refer to Substation One-Line Schematic Diagram BG\_OL.DGN (05-13-2021).

The existing Garden City Substation site will be connected to the Pecan Park Substation through a new 138 kV Transmission Line circuit to be terminated in the existing 138 kV out of service circuit 832 breaker position. Refer to Substation One Line Schematic Diagram GC\_OL.DGN (10/08/2020).

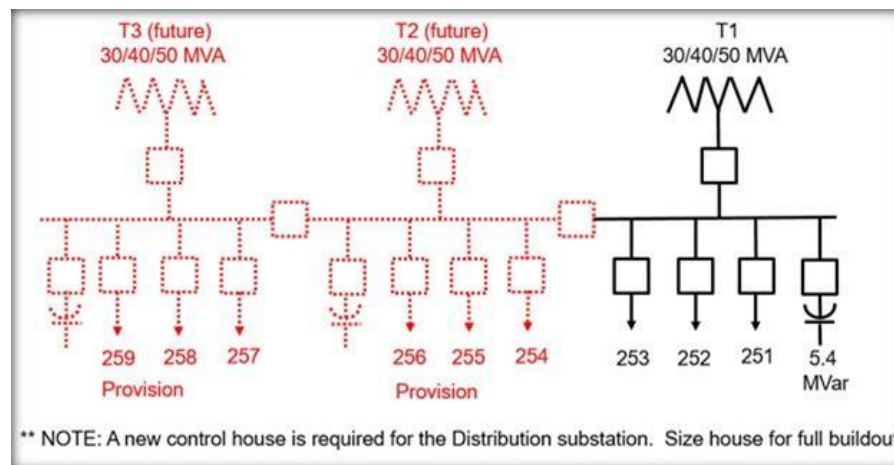
The scope of the engineering and design services for the substation is limited as follows:

**Reference: Pecan Park 138kV Transmission Line Routing Study**

- Revision of existing Substation Layout Ultimate Plan
- Revision of existing Substation Key Plan
- Revision of existing Substation One Line Diagram
- Major Equipment List (only for additional equipment and/or equipment that needs to be relocated)

### Task 4 – Pecan Park Substation Conceptual Design

The greenfield Substation site will be connected to the JEA 138kV system in Jacksonville, FL. JEA Pecan Park Substation will consist of a six (6) position 138 kV ring bus serving two (2) transmission lines (138 kV Beeghly Heights and 138 kV Garden City), one (1) 138 kV capacitor bank and provision for three (3) 50 MVA 138-26 kV Power Transformers. Each 50 MVA Power Transformer will have three (3) feeder breakers and one (1) 26 kV Capacitor Bank (see illustration below).



The proposal for this work will include tasks related to the conceptual design of a new 138-26 kV Substation that are required for the purpose of permit requirements and project funding approval by JEA.

The scope of the engineering and design services for the substation is limited as follows:

- Substation Layout Ultimate Plan
- Substation Key Plan
- Substation One Line Diagram
- Major Equipment List

### CONCEPTUAL SCHEDULE

Based on our prior experience on routing and siting projects, the schedule proposed in the RFP would need to be increased to have a full review of the alternatives and input from Project team members. We have

**Reference: Pecan Park 138kV Transmission Line Routing Study**

provided an alternative approach to the schedule below for consideration. As part of the kick-off call Stantec will review the schedule with JEA and come to a mutual agreement on milestones and deadlines. Stantec has immediate availability to begin the work and is very confident that we can meet the project objectives and maintain the proposed schedule below. Based on Stantec experience for similar studies the requested schedule in the RFP is very accelerated, therefore Stantec propose a more realistic schedule, however, after award Stantec team will work with JEA and explore every opportunity to improve the schedule. Our intent is to provide the preferred route in February 2021. At that time the centerline will be established.

Task	Oct	Nov	Dec	Jan	Feb	Mar	Apr
Notice to Proceed/Project Initiation							
Project Kickoff							
Data Collection							
Alternative Development and Presentation							
Site Reconnaissance							
Comparison of Alternatives and Estimated Cost							
Preferred Route Selection							
Preliminary Reports							
JEA Review Preliminary Reports							
Final Routing Reports							
Beeghly Heights and Garden City Substations							
Pecan Park Substation Conceptual Design							

## ASSUMPTIONS

The following assumptions have been made by Stantec for the scope of services and fee estimates outlined in this task. If any of these assumptions are not found to be valid, Stantec will discuss with, and obtain agreement from, JEA regarding the need for scope and/or budget modifications prior to commencing those activities.

- Stantec reserves the right to allocate funds between tasks.
- GIS data will be from Stantec-owned databases and free publicly available data.
- This proposal includes the assessment of up to six (6) alternative routes, three (3) for each line.
- This proposal includes hours/fees for three, two-hour web-based team meetings and one windshield survey visit.
- The windshield survey for both lines will be on the same deployment.
- Stantec will provide JEA with GIS Shapefiles of the final preferred routes.
- Stantec will not be required to attend any in-person agency meetings.
- Stantec anticipates that the Beeghly Heights to Pecan Park and Garden City to Pecan Park lines will be tracked as two separate projects within JEA. Therefore, we are proposing to develop two separate routing reports. If JEA opts for a single routing report, some cost savings may be realized.

**Reference: Pecan Park 138kV Transmission Line Routing Study**

- Stantec will provide a draft of the routing reports with any additional information needs from JEA highlighted. Stantec will incorporate one round of comments from JEA on the draft reports prior to issuing the final routing reports.
- Stakeholder engagement is not included in this scope of work. Stantec has extensive experience developing virtual open house web platforms for routing studies. A cost estimate and scope of work for the development of a virtual open house can be prepared at JEA's request.
- JEA will provide real estate costs for right-of-way and easement estimates for the transmission line OPCC.
- Existing transmission, distribution, and substation infrastructure within the Study Areas are to be provided by JEA.
- A cost estimate for field review packages for JEA field reviews can be prepared upon request.
- Existing substation Physical Electrical and Civil/Structural drawings will be provided by JEA. There isn't a necessity to create new drawings to represent exiting equipment or field conditions for existing substations.
- One (1) site visit is included for the purpose of pre-design of the new substation (Task 4). Stantec can support additional site visits upon request of JEA on a Time & Expense (T&E) basis.
- Up to three (3) meetings are included for the purpose of project kickoff, comment review, and one additional meeting.
- JEA will provide all applicable standards, specifications, and preferences necessary for design consideration prior to start of the conceptual design.

**ESTIMATED FEES**

The work outlined in this scope of services is proposed to be provided on a time and materials basis, not to exceed, \$144,164 (One Hundred Forty-Four Thousand, One Hundred Sixty-Four dollars) without prior authorization from JEA. Equipment and non-labor charges will be billed according to the Master Services Agreement currently in place between Stantec and JEA (contract number 170884). An overview of the cost and total hours for each task within this scope of work is provided below.

<b>Task</b>	<b>Total Hours</b>	<b>Labor Costs</b>
Task 1 – Routing Study (Garden City to Pecan Park)	394	\$49,472
Task 2 – Routing Study (Beeghly Heights to Pecan Park)	394	\$49,472
Task 3 – Beeghly Heights and Garden City Substations	202	\$26,780
Task 4 – Pecan Park Substation Conceptual Design	138	\$18,440
<b>Total Cost</b>	<b>1,127</b>	<b>\$144,164</b>

This estimate was developed based on mutually agreed upon labor rates and classifications provided to JEA on 10/1/2021, on amended contract #170884.

04 October 2021

Page 11 of 11

**Reference: Pecan Park 138kV Transmission Line Routing Study**

Stantec appreciates the opportunity to support JEA on this Project. If you have any questions about anything contained in this offer for services, please contact us at your earliest convenience.

Regards,

**Stantec Consulting Services Inc.**



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**Richard Koderá** PE  
Power Delivery Sector Lead  
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**Mihai Oros**  
Sr. Project Manager  
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[Mihai.Oros@stantec.com](mailto:Mihai.Oros@stantec.com)



Stantec Consulting Services Inc.  
300 Primera Boulevard Suite 300, Lake Mary FL 32746

January 14, 2022  
File: 198889147

**Attention: Mr. Wilbert Aldajuste**  
JEA  
21 W Church Street  
Jacksonville, Florida 32202

**Reference: Ribault 138-26 kV T2 and Circuit 452 Addition Project  
Proposal for Engineering and Design Services**

Dear Wilbert,

Stantec is pleased to offer professional engineering services to JEA for the subject project in response to the request for proposal (RFP) email received January 6, 2022, and the included "Ribault T2 Addition project Scope" document, One-Line Diagram and Substation Plan drawing.

The following is a description of the scope of services to be provided by Stantec in performing the detailed design, engineering, procurement support and construction support for JEA, including our assumptions and clarifications. For the purposes of this project, Stantec will perform the physical electrical design and civil/structural design and JEA will perform the balance of protection & and control (P&C) design and associated tasks such as wiring diagrams.

## **PROJECT DESCRIPTION**

Due to overload conditions and not meeting contingency requirements on the JEA system, it has been determined that the addition of a second transformer and a 26 kV feeder at the existing Ribault Substation is required to mitigate the situation. The scope of the project will add a 30/40/50MVA 138-26kV transformer (T2) and associated equipment as listed in the "Significant Material Summary" table in the Project Scope document received from JEA (page 4). The 26 kV will be designed to accommodate two feeders and one 5.4 MVar capacitor bank. Both feeder breakers will be installed as part of the project. The capacitor breaker and capacitor bank will not be installed at this time.

## **PROJECT MANAGEMENT**

Stantec will assemble an experienced Project Management team to lead the execution of the of the Project. The project management team will consist of a Project Manager (PM), Project Controls Specialist (scheduling and financial controls), and document controller. The PM will be the primary point of contact for the project for coordination with JEA with support of the engineering discipline leads.

Management of the project will begin with the award of the project and the Notice to Proceed (NTP) from JEA. The first step in executing the project will be to attend the project Kick-off Meeting with JEA to be held at the Customer's offices with an associated site visit. This meeting will be attended by the



**Reference:** Ribault 138-26 kV T2 and Circuit 452 Addition Project Proposal for Engineering and Design Services

key members of the JEA and Stantec teams, including the Project Manager and the engineering discipline/team leads.

Following the kick-off meeting, the detailed engineering schedule will be prepared by Stantec in coordination with JEA.

At minimum the following meetings will be planned for the project, with key project members to be in attendance as defined in the Communications Plan following project kick-off:

- Kick-off Meeting with site visit (in-person)
- Bi-Weekly Project Status Meetings during the design phase (via conference call or in conjunction with other face-to-face meetings)
- Design Review Meetings
  - 10% Design Review (via conference call)
  - 30% Design Review (via conference call)
  - 60% Design Review and constructability (in-person)
  - 90% Design Review (via conference call)

## DETAILED DESIGN

Stantec will perform detailed engineering and design for the transformer and feeder addition in accordance with the RFP document “Ribault T2 Addition project Scope” and in support of construction requirements of the project. Drafting will be performed in accordance with the existing drawings and JEA provided standards.

JEA will provide all existing construction and design standard drawings and details to support the design and to aid in the delivery of a consistent product to JEA.

Design deliverables will be prepared in accordance with the Engineering Scope and will include submittal of review packages as defined at the 10%, 30%, 60%, 90% and 100% (IFC) progress milestones.

It is understood JEA will perform all required P&C design and associated wiring diagrams. Stantec will not modify or create any schematics or wiring diagrams as part of the scope of work, with exception to modifications to the existing One-line Diagram “RB\_OL.dgn”. Work within the control building is not anticipated. Battery system sizing to accommodate the new equipment will be performed by JEA. AC station service physical design is included in the scope. Station service electrical design will be by JEA.

Modifications to the substation footprint, grading and drainage are not anticipated or included as part of the engineering scope.

Prior to submittal of each design submittal, Stantec will perform a detailed QA/QC review in accordance with Stantec’s ISO 9001 Quality Management Program.

**Reference:** Ribault 138-26 kV T2 and Circuit 452 Addition Project Proposal for Engineering and Design Services

## Design Elements

Design elements to prepare a physical electrical engineering design package for the purposes of construction and commissioning of the addition of T2 and associated 26 kV feeders includes the following elements:

- Review of civil and electrical engineering requirements and standards provided by JEA that are relevant to the design of the substation.
- Review of site-specific information regarding potential construction barriers/site limitations, access points to the substation for equipment delivery and storage, and general access to the substation for maintenance and construction personnel.
- Performance of design studies and engineering calculations as required to produce a complete design.
- 10% Design Package: The 10% Design Package will be developed for the project and will be submitted to JEA for review. The 10% design package will form the basis of design for the balance of the work. The following deliverables will be prepared as part of the 10% Design Package:
  - One-line Diagram
  - Substation Plan Drawing

Note that a final engineering package issued for construction cannot be completed until Stantec receives the final as-recorded vendor drawings for equipment.

The following drawings and documents are anticipated as the design deliverables and will be modified under the scope of the project:

- Master Drawing List: A master drawing list will be prepared for the project, listing the drawing title and revision. Submittals will be tracked using the master drawing list. The Master Drawing List will initially be submitted with the 30% review package and will be maintained throughout the detailed design phase.
- One-line diagram: One-line diagrams will be modified to indicate the addition of T2 and 26 kV facilities as defined above. The One-line Diagram will not include P&C details, similar to the provided drawing "RB\_OL.dgn".
- Substation plan and elevation drawings and details: The substation plan and elevation drawings will be updated showing the addition of the equipment in the substation yard. Associated construction detail drawings will be updated. Existing drawings will be duplicated to the extent possible for consistency.
- Grounding plans and details: Existing grounding plan and detail drawings will be updated to indicate the addition of the new equipment. Existing ground grid is assumed to be intact and will not require modification. A grounding study will be performed by adding the new grid to the

Reference: Ribault 138-26 kV T2 and Circuit 452 Addition Project Proposal for Engineering and Design Services

existing model to be provided by JEA. Existing drawings will be duplicated to the extent possible for consistency.

- Conduit plans and details: Existing conduit plan and detail drawings will be updated to indicate the addition of the new equipment. In conjunction with the approved conduit plan, conduit detail drawings will be updated for the new equipment. Existing drawings will be duplicated to the extent possible for consistency.
- Conduit Schedules: Conduit Schedules will be updated to show addition of the new equipment. Conduit sizes will be based on existing construction and/or JEA standards. Cable schedules will be prepared by JEA. Conduit fill calculations will be performed by JEA to verify proper fill ratios if needed.
- Foundation plans and details: The existing foundation plan will be updated to show the addition of the new foundations. Foundations and oil containment will be based on existing foundation designs. Existing foundations are assumed to be adequate for their given application but will be verified they meet the latest codes. Foundation details will be created for new foundations showing foundation plan and cross section views, with details of foundation included in a table referenced to the plan drawings.
- Structural steel design: Existing structure designs will be used for the new structures. Existing structures are assumed to be adequate for their given application but will be verified they meet the latest codes.
- Bill of Materials: A Bill of Material (BOM) will be updated and/or prepared. Bill of materials will be referenced to the drawings and will include equipment manufacturer, description, and catalog number.
- Studies and Calculations: The following studies and calculations will be performed:
  - Lightning Protection Study: A lightning protection study will be performed utilizing the Rolling Sphere Method in the areas of the new transformer and 26 kV to verify required lightning protection. Existing lightning protection is assumed to be adequate for the balance of the existing substation and will not be included in the study.
  - Lighting Study: A lighting study will be performed in the area of the new transformer and 26 kV, and a lighting plan drawing will be created (or added to an existing lighting plan) to demonstrate an illumination density of 2 foot-candles at the switch operator platforms and circuit breaker control cabinets. Lighting in the balance of the existing substation is assumed to be adequate and will not be included in the lighting study.

## PROCUREMENT SUPPORT

Stantec will perform procurement support activities to assist JEA with the procurement of the necessary equipment and materials. Approved manufacturers will be provided by JEA and will be used for development of the Bill of Material for procurement by JEA. Detailed technical specifications will not be needed. All equipment and materials will be specified for procurement via the detailed bill of materials. It is understood that the power transformer has already been ordered by JEA.

**Reference:** Ribault 138-26 kV T2 and Circuit 452 Addition Project Proposal for Engineering and Design Services

Based on the approved bills of materials, Stantec will review the applicable vendor and manufacturer submittals for major equipment from JEA related to the physical design/installation to verify compliance with the requirements of the project and incorporate vendor information into the design.

Vendor factory visits are not anticipated for this project.

## CONSTRUCTION SUPPORT

Stantec will provide remote support to JEA and during construction by answering RFI's, as required. In-person construction support is not anticipated but can be provided on a time and expenses basis if requested by JEA. Preparation of outage and/or testing plans will be by JEA.

## CONSTRUCTION RECORD (AS-BUILT) DRAWINGS

Construction Record (as-built) drawings will be prepared based on red-lines collected by JEA during construction.

Upon completion of construction, testing and commissioning, the field mark-ups will be gathered by JEA and forwarded to Stantec for incorporation into the final drawing set. A separate trip for field verification of as-built marks is not planned by Stantec.

## SCHEDULE

Based on the proposal submittal date of January 14, 2022, the Notice to Proceed (NTP) is assumed to be no later than January 21, 2022, and kick-off will be held with JEA January 28, 2022. In support of the project schedule, milestone review dates will be as shown in the schedule in the attached Project Scope Document.

Note the schedule assumes Customer review timeframe will be two (2) weeks from the date of submittal.

## PRICING

Stantec's price to provide the engineering, design, procurement support and construction support for the Project as described herein and in the provided documentation is as shown in the attached Project Scope document and is summarized here:

<b>Cost Category</b>	<b>Cost Est.</b>
Engineering (engineering consultant's engineering fee only)	\$75,602
Studies (studies portion of engineering consultant's fee if applicable)	\$19,460
Project Management	\$19,860
Services During Construction	\$11,424
<b>Consultant's Total Project Estimated Cost</b>	<b>\$126,346</b>

Notes: Estimated costs include all labor and project expenses.  
Project Management includes all project management and administrative/support costs.  
Services During Construction includes remote construction support and as-built drawings.

January 14, 2022  
Mr. Wilbert Aldajuste  
Page 6 of 8

**Reference:** Ribault 138-26 kV T2 and Circuit 452 Addition Project Proposal for Engineering and Design Services

Pricing is provided on a time and expenses basis, based on the 2022 rates in Stantec's current Agreement with JEA.

We look forward to working with JEA on this project. Please review our proposal and let us know if you have any additional questions.

Regards,

**Stantec Consulting Services Inc.**



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**Richard Kodera** PE  
Power Delivery Sector Lead  
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**Douglas Sharpe** PE  
Power Delivery Regional Sector Leader  
Phone: 352-531-4768  
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## **ASSUMPTIONS & CLARIFICATIONS**

The following are Stantec's assumptions and clarifications used in the preparation of this proposal and accompanying pricing:

- Project kick-off will be held within one week after NTP. No later than project kick-off, JEA will provide access to applications, software, drawings, standards, and a list of key Points of Contact necessary for project execution.
- Up to eighty (40) hours of engineering support during construction is included and will be provided remotely for responses to Requests for Information (RFI).
  - This assumes up to 10 RFI's during the construction duration.
  - Additional support can be provided on a Time & Expense (T&E) basis upon request.
- There is an existing geotechnical study/report for use on the project, including soil resistivity to be used for ground grid design.
- Because the extent of field red-lines is unknown, up to forty (40) hours of as-built support is estimated assuming minimal changes to the drawings. Upon completion of construction, as built revisions will not be field verified for accuracy. Additional support can be provided on a Time & Expense (T&E) basis upon request.
- Review of equipment submittals from JEA will be based on the listed equipment in the Scope document, assuming one cycle of submit/review/comment for the initial submittal, with verification of the final manufacturer's documents.
- Permitting related services are not anticipated and are not included in the engineering scope.
- Modification of station service and battery/charger systems are not included in the scope of work.
- Deliverables will be submitted as soft copies in native format (MS word, MS Excel, MicroStation ".dgn" files, etc.), and ".pdf" format. Hard copies will be submitted upon request.
- Stantec has estimated up to eighteen (18) virtual meetings are included for the purpose of status update, comment review, design challenge, and stakeholder review.
- The Customer will provide all applicable standards, specifications, and preferences necessary for design consideration prior to start of the design.
- Environmental permitting, equipment procurement, construction permitting, testing & commissioning, construction, and construction work outage sequencing efforts will be performed by others.
- The existing SPCC will be updated by JEA. Stantec can perform this task if desired by JEA as additional scope.
- Design milestone review comments from all stakeholders will be consolidated and provided in one set of comments.



- Stantec assumes responsibility of informing JEA of potential schedule delays due to circumstances out of Stantec's control.
- Issued for Construction (IFC) drawings and finalized studies will be sealed and signed by a Professional Engineer licensed in the state of Florida for the civil/structural discipline.
- Modification of existing drawings is limited to the materials and equipment being installed as defined herein. Modifications to drawings and/or areas of drawings not related to this equipment are not included.
- If existing drawings are in a non-CAD format, modifications to the drawings will be made in MicroStation and a hybrid raster/CAD drawing will be created.

# Ribault 138-26 kV T2 and Circuit 452 Addition - Project Scope Statement

## Project Scope Statement

<b>Project Name:</b>	Ribault 138-26 kV T2 and Circuit 452 Addition
<b>Address:</b>	4205 Soutel Dr
<b>Overall Project Budget:</b>	\$4,189,500
<b>Start Date:</b>	10/1/2021
<b>Index #:</b>	788-145
<b>Priority:</b>	High
<b>Requested By:</b>	Branden Robins

Revision History (add rows as needed)			
Version	Date	Author	Comments
1.0	11/6/20	Branden Robins	Original
1.1	12/7/20	Branden Robins	Installation of Circuit 453 Breaker
1.2	12/11/20	Ashly Smith	Substation Estimate and Schedule
1.3	12/14/20	Michael Short	Distribution Estimate and Schedule
1.4	12/15/20	Ajay Rao	SPCP Estimate and Schedule

Project Stakeholders (add or delete rows as applicable)	
Project Originator	Branden Robins
Planning	Russ Durham

Project Scope Statement Approval (add or delete rows as applicable)			
Role	Name	Approval	Date
Project Originator	Branden Robins	<input checked="" type="checkbox"/>	12/18/20
Distribution Planning	Russ Durham	<input checked="" type="checkbox"/>	12/18/20
Distribution Projects	Mike Short	<input checked="" type="checkbox"/>	12/14/20
SPCP	Ryan Heaton	<input checked="" type="checkbox"/>	12/15/20
Transmission & Substation Projects	Darrell Hamilton	<input checked="" type="checkbox"/>	12/11/20

## Introduction & Background

On January 18th, 2018, the Garden City substation, located near I-295 and Lem Turner on Jacksonville's Northside, experienced several thermal overloads. The Garden City T1 and circuits 496, 497, and 499 were all subjected to loads in excess of rated capacity. These overloads were in violation of existing electric distribution planning criteria. *Table 1* below details the transformer and circuit peak loading at this substation.



# Ribault 138-26 kV T2 and Circuit 452 Addition - Project Scope Statement

*Table 1: Transformer and Circuit Peak Loading*

Transformer	Capacity MVA	Peak MVA	Peak % of Rating	Available MVA
Garden City T1	50	50.8 MVA	101.6	-
Garden City T2	50	34.9 MVA	69.8	15.1
Circuit	Capacity Amps	Peak Amps	Peak % of Rating	Available Amps
Garden City 496	600	600	100	-
Garden City 497	600	810	135	-
Garden City 498	600	103	17	497
Garden City 499	600	666	111	-

In addition to thermal overloading, the Garden City substation and its associated circuits fail N-1 contingency analysis. JEA Distribution Planning performed in-depth contingency analysis studies, using Synergi modeling software, on the Garden City substation. These studies determined that the Garden City substation and feeders were in violation of JEA's Distribution Planning N-1 Criteria. This criteria states that for loss/failure of any single major piece of equipment, that back up capacity be available to restore service to all affected customers via a reconfiguration (switching) of the distribution system.

The studies of Garden City revealed that JEA could not restore all customers for the following events:

- Loss of Garden City T1 Transformer
- Loss of Garden City T2 Transformer
- Feeder 496: Failure of five separate line sections
- Feeder 497: Failure of three separate line sections
- Feeder 499: Failure of sixteen separate line sections AND failure of eleven separate switch or fuse cabinets.

After thorough consideration of multiple options by internal stakeholders a three pronged approach has been developed to mitigate both N-0 and N-1 violations. Each of the three projects will relieve load and provide ties to Garden City from a separate substation (Ritter Park, Ribault, and Imeson). The projects are described below.

1. Ritter Park Circuit 428 Extension
  - a. Extend Circuit 428 westward along the transmission corridor and terminate at Harts Rd
  - b. Extend Circuit 496 southward along Pine Estates from Dunn Ave to Leonid Rd
  - c. Build new tie between Circuits 493 and 499
2. Ribault 138-26 kV T2 and Circuit 452 Addition
  - a. Add new 138-26kV 50MVA transformer with associated breakers and bus work at Ribault
  - b. Construct new 600 amp Circuit 452, exiting to the northeast and crossing Trout River
3. Imeson Circuit 493 & Cap Bank Addition
  - a. Add new breakers, bus work, and getaways to accommodate an additional feeder and a new 26kV 5.4Mvar capacitor bank
  - b. Construct new 600 amp Circuit 493, exiting to the northwest and crossing I-95

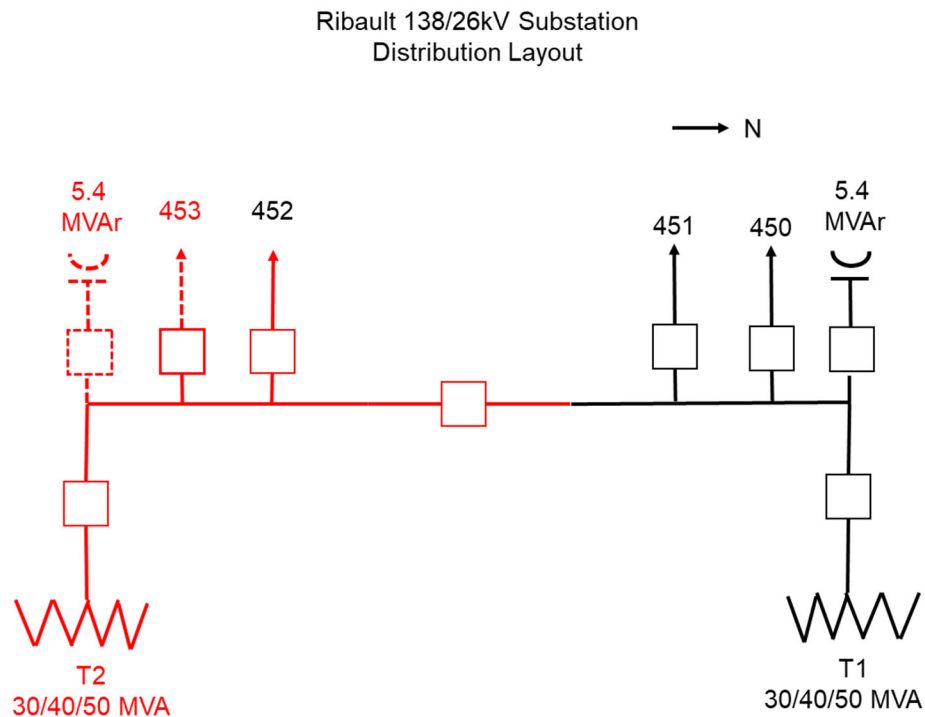
# Ribault 138-26 kV T2 and Circuit 452 Addition - Project Scope Statement

## Substation Project Justification/Scope of Work

This project will result in the expansion of Ribault substation to include an additional 138/26kV power transformer following a projected in service date of 11-1-23. The Ribault T2 expansion shall be designed to accommodate two feeders and one 5.4MVar capacitor bank. Both feeder breakers shall be as part of this project; the capacitor breaker and capacitor bank shall not be installed. This project has been designed to alleviate the planning criteria violations due to thermal overloading as well as N-1 contingency violations.

## Ribault Substation Improvements

Install new high-side and low-side bus to accommodate the new Ribault T2 30/40/50MVA 138/26kV power transformer and three (3) distribution breakers. Install two (2) distribution feeder breakers (Circuits 452 & 453). Construct underground getaway system with included spares between the 452 and 453 breakers and new manhole outside the substation. Circuit 452 conductor shall be pulled as part of the distribution project.



Note: Dashed lines represent future construction.

Figure 6: Ribault Substation Distribution Layout

# Ribault 138-26 kV T2 and Circuit 452 Addition - Project Scope Statement

## Substation Project Cost Estimate and Expenditure Forecast

Project Cost Estimate Breakdown							
Cost Category	Project Request	10% Design	30% Design	60% Design	90% Design	100% Design	Construction
Engineering (engineering consultant's engineering fee only)	60,000	\$3,502	\$22,821	\$24,684	\$18,132	\$6,463	
Surveys (survey portion of engineering consultant's fee if applicable)	20,000						\$0
Studies (studies portion of engineering consultant's fee if applicable)	20,000		\$2,724	\$10,896	\$5,840		
Permitting	0						
Real Estate	0						
Project Management	60,000	\$1,419	\$5,674	\$4,965	\$4,965	\$2,837	
Project Support	10,000						
Construction	681,818						
Services During Construction	25,000						\$11,424
JEA Supplied Labor/Materials	1,754,500						
Miscellaneous	10,000						
Contingency	68,182						
<b>Total</b>	<b>2,709,500</b>						

Note Project Management includes all project management and administrative labor and expenses.

Engineering cost under construction includes remote support during construction and as-built drawings.

Significant Material Summary			
Description	Unit Measure	Quantity	Cost Estimate
30/40/50 MVA Transformer	Each	1	\$ 1,000,000
26KV Breakers	Each	4	\$ 100,000
Circuit Switcher	Each	1	\$ 100,000
PT	Each	3	\$ 12,000
25 KVA XFMR	Each	1	\$ 4,000
75KVA XFMR	Each	1	\$ 4,000
3Phase Group Switch	Each	1	\$ 15,000
Lightning Mast	Each	1	\$ 20,000
Hook Switches	Each	24	\$ 24,000
Surge Arrestor	Each	9	\$ 4,500
Power Fuses	Each	8	\$ 16,000
Disconnect Switches	Each	5	\$ 10,000

# Ribault 138-26 kV T2 and Circuit 452 Addition - Project Scope Statement

## Substation Project Implementation Schedule (In-Service-Date 11/1/2023)

Milestone	Project Request	10% Design	30% Design	60% Design	90% Design	100% Design	Construction
Project Handoff	10/2021						
10% Design	01/2022	02/11/2022					
Start Procurement Major Equipment	01/2022						
30% Design	04/2022		04/08/2022				
60% Design	05/2022			05/27/2022			
90% Design	7/2022				07/15/2022		
100% Design	8/2022					08/12/2022	
Start Formal Bid	7/2022						
Start Construction	1/2023						
Finish Construction	10/2023						
Start JEA Checkout	10/2023						
ISD	11/2023						
Project Closeout	11/2023						
Project Complete	03/2024						

Stantec proposed engineering dates in red. Dates are based on a project kick-off and site visit of 01/28/2022.



**Stantec Consulting Services Inc.**  
4651 Salisbury Road Suite 350  
Jacksonville FL 32256-6107

February 11, 2022

Attention: Mr. Jason Rinehart  
JEA  
21 W. Church St  
Jacksonville, FL 32202

**Reference: West Jax Loop Transmission Line Routing and Substation Siting Study**

Dear Mr. Rinehart,

Stantec Consulting Services Inc. (Stantec) is pleased to provide the following scope of services to JEA in response to the request for services for routing a new 230 kV transmission line(s) from a tie-in point on the existing 930 or 942 line, north of the Steelbald Substation, to the proposed tie-in point on the 954 line in Jacksonville, Florida (the Project). The Project also includes the siting of three new substations and the review of one proposed site for the CCCS substation. These services will be provided under the Master Services Agreement contract number 17003/170884.

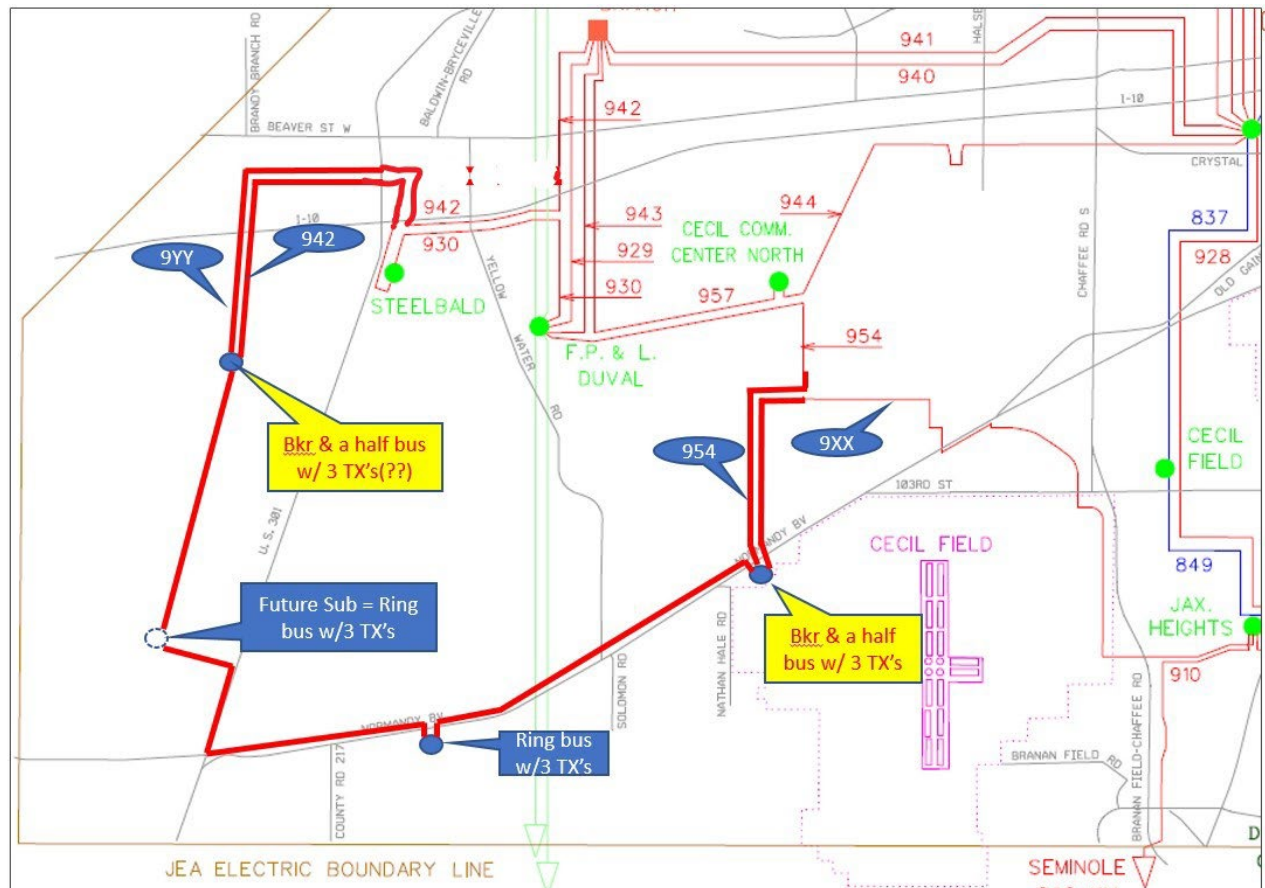
The following sections present our understanding of the Project, our team and experience, scope of services, assumptions regarding assistance Stantec will receive from JEA, anticipated work products, fee estimates, and a schedule for completion of the requested services. Stantec will initiate the work immediately upon receipt of notice to proceed (NTP) from JEA.

## **PROJECT DESCRIPTION**

The general scope of work for this project is to study and identify the most favorable transmission line route from a tie-in point on the existing 930 or 942 transmission line north of the Steelbald Substation to the tie-in point on the 954 line. The Project will include a double circuit 230 kV transmission line from the existing 930 or 942 line to the 'Northern' substation at a planned solar facility at the intersection of I-10 and US 301. The transmission line will then be a single circuit 230 kV line from the Northern substation and parallel an existing 115 kV line to a second proposed 'Villages' substation located west of US 301. The route will continue as a single circuit 230 kV line to the east to a third proposed substation ('Eagle'), near the Eagle LNG plant, located south of Normandy Boulevard (SR 238). The route then continues approximately 5.5 miles east and terminates at the proposed 'CCCS' Substation. A double circuit 230 kV line from the proposed CCCS Substation will be routed approximately one mile north to the proposed tie-in point on the 954 line (Figure 1).

Note: Substation name designations are solely for the purposes of describing scope and are not official designations.

**Reference: West Jax Loop Transmission Line Routing Study**



**Figure 1. West Jax Loop Conceptual Master Plan**

## MEET THE TEAM

We have selected a team that combines extensive routing and siting experience, solid project management abilities, and local regulatory knowledge. For the project, we propose Kristin Weidner as PM. Kristin will oversee schedule, deliverables, reporting, and invoicing requirements. Meghan Lind and David Binger will serve as the routing and siting leads. Curt Bjurlin will perform independent review and principal oversight. Augmenting the team will be a complement of power delivery engineers and a highly competent GIS and regulatory team.

## SCOPE OF WORK

The scope of work and schedule are based on our understanding of the activities needed to support the substation siting and transmission line routing studies associated with a new 230 kV transmission line, three

**Reference: West Jax Loop Transmission Line Routing Study**

proposed substations ('Northern', 'Villages', 'Eagle'), and review of one proposed location of the CCCS substation. The detailed scope of work is outlined in the tasks described below.

### **Task 1 Project Kickoff and Scope Review**

The Routing process will begin by developing a memorandum sent to JEA. This memorandum, Review Package #1, will establish the Study Area, routing and siting guidelines, schedule, and proposed criteria and methodology for the routing and siting analysis. The Stantec PM will then coordinate a kick-off call with JEA to discuss the overall Project scope of work, Review Package #1 documents, project needs, and work completed to date. This call will be held as soon as possible after receipt of NTP. The purpose will be to create a shared understanding of the scope, schedule, and approach to be applied throughout the Project and to establish open lines of communication among Project team members. JEA will review and sign-off on the schedule as part of the kick-off call.

Stantec will provide regular updates throughout the course of the Project in the form of review packages that are issued before team meetings and meeting minutes issued after team web calls.

### **Task 2 Data Collection**

Multiple sources of information will be consulted during the study. These data will be collected and loaded in an ESRI ArcGIS geodatabase and will be evaluated using the criteria identified during project kick-off. Maps and GIS data to be collected and reviewed during the study may feature federal, state, and local sources. These maps and data may include, but are not limited to, aerial imagery, U.S. Geological Survey (USGS) 7.5-minute topographic quadrangle maps, natural and cultural resources data (hydrography, wetlands, FEMA floodplain, threatened/endangered species, and other associated data), land cover, communication tower and private/public airport locations, county-level zoning/land use maps, state and county road data, existing utilities/railroads, parcel and easement data, and occupied building locations and use.

Existing transmission, distribution, and substation infrastructure within the Study Area will be provided by JEA. Stantec will coordinate with county/city staff to review planned developments and buried utility locations within the Study Area that could impact the route alternatives. It is assumed that only limited correction of the data based on aerial interpretation will be necessary. Both aerial and underground utilities other than JEA infrastructure will be obtained if available. If GIS files are not available, the locations of these facilities will be documented during the field reconnaissance, to the extent practicable.

Once data collection is complete, Stantec will provide JEA with Review Package #2, which will contain a summary of the data collection effort and constraints and opportunities mapping within the Study Area.

### **Task 3 Substation Siting**

#### **Task 3a Substation Alternatives Identification**

Stantec understands that JEA anticipates the need to site three individual substations in addition to the proposed CCCS Substation for the Project. Based on initial communication with Project team members,

**Reference: West Jax Loop Transmission Line Routing Study**

Stantec understands that the review area for potential options should be focused on: 1) the Project's northern termini immediately south of I-10 and west of US 301; 2) between the existing 115 kV line and west of US 301 avoiding the proposed Villages development; and 3) adjacent to the Eagle LNG plant, south of SR 228. Siting alternatives will not be explored for the proposed CCCS Substation in this scope.

Using the siting guidelines established during the Project kick-off (Task 1), the siting team will identify up to three site alternatives for each proposed substation within the Study Area. Once the site alternatives are identified, Stantec will prepare Review Package #3 for the siting lead. Review Package #3 will include a map(s) showing siting constraints (e.g., development plans, 100-year flood zones, environmental data, and other associated constraints) and a KMZ of the site alternatives. Concurrently, transmission line segment networks will be developed for each substation site alternative as described in Task 4a.

A web-based meeting will be scheduled with the project team to review the site alternatives. During this call, sites may be both added and removed based on input by various project team members. The purpose of the meeting is to identify up to three site alternatives for review during field reconnaissance (not to exceed a total of nine site alternatives for the Project). The team will further develop a shared understanding of the project scope and potential challenges. Up to one revision of Review Package #3 will be submitted to the JEA siting lead based on input from the project team members during the web-based meeting.

### **Task 3b Field Reconnaissance**

A field review of the substation site alternatives and surrounding land uses will be conducted by Stantec personnel. During this visit, existing conditions will be documented with notes, digital annotations, and photos. Stantec personnel will also document constraints that were not observed during desktop review and provide recommendations on site boundary adjustments or additional viable sites. The findings of the field investigation will be supplied to JEA for further review. A web-based meeting will be scheduled with the project team to review the findings and gain concurrence from the team on the substation site alternatives to carry forward for further analysis (up to nine site alternatives total).

### **Task 3c Substation Siting Analysis and Preferred Site Selection**

Upon completion of the field reconnaissance review, the siting team will conduct an analysis of the three site alternatives for each proposed substation using the criteria and analysis methodology identified during the Project kick-off. Upon completion of the analysis the sites will be ranked, and the results will be presented to the JEA siting lead in Review Package #4. This review package will contain the same map(s) as Review Package #3, updated with field observations and reflecting the top ranked sites. Review Package #4 will also include the analysis spreadsheet and an updated KMZ of the sites. Unique variables encountered during the analysis or identified constraints or considerations not captured in the analysis will be documented as well for review by the JEA siting lead. A web call will be scheduled with the project team to review the analysis. The purpose of the meeting is to identify a preferred site for each of the three proposed substations.



**Reference: West Jax Loop Transmission Line Routing Study**

## **Task 4 Transmission Line Routing**

### **Task 4a Segment Network Development**

Reviewing the routing guidelines with respect to opportunities and constraints will be the first step to developing alternative routes. The purpose of these guidelines is to minimize the effect of the Project on the natural and human environment while avoiding unreasonable and congested alignments, extreme costs, and nonstandard design requirements. A typical subset of routing guidelines used in similar transmission studies conducted by Stantec are presented below. The guidelines will be identified and refined during the kick-off as described in Task 1.

- Maximize distance from residences, schools, and other sensitive receptors such as places of worship.
- Maximize the sharing or paralleling of existing rights-of-way.
- Minimize the crossing of environmentally and culturally sensitive lands, such as recreation lands, historic sites, managed conservation lands and easements, and large wetland or stream complexes.
- Maximize the use or paralleling of existing linear corridors where crossings of sensitive lands are unavoidable.

Based on an initial review of the Project area, Stantec assumes that an airspace analysis for Cecil Airport will not be required. However, Stantec will review Federal Aviation Administration (FAA) requirements to determine if the Project requires filing with the FAA due to proximity to Cecil Airport.

Stantec will develop a Segment Network to connect the project start and terminus locations and the substation site alternatives based on the advantages and disadvantages and the agreed upon routing guidelines. Stantec transmission engineers will review the feasibility of the Segment Network, and adjustments will be made as needed. The Segment Network will be provided to JEA in Review Package #3, which will include a KMZ or shapefiles and supporting thematic graphics and maps. Stantec will then host one two-hour web call to review the Segment Networks with JEA. The purpose of this call will be to remove segments with fatal flaws, review engineering feasibility from a high level, and identify data gaps. Stantec assumes that this web call will run concurrent with Task 3a. Based on results of this call, the Segment Network will be revised if needed.

### **Task 4b Field Reconnaissance**

Once JEA approves the Segment Network, Stantec will conduct a field reconnaissance to verify the results of the desktop review, and update datasets accordingly. The objective is assessing technical feasibility of route options along the proposed corridor. Stantec assumes that this task will run concurrent with Task 3b. Stantec staff will identify features that were not detected during initial data collection, including corridor sharing opportunities or potential constraints.

Field reconnaissance will be conducted from publicly available roads and will not enter private property. During field reconnaissance, Stantec engineers will review crossing a major rail yard adjacent to I-10; the paralleling of an existing 115 kV line; routing along Normandy Boulevard, the 500 kV FPL-corridor crossing; and the 954 corridor improvements, among others. There are some challenging obstacles along this route which will be reviewed on a high-level basis only. Additional detailed analysis will be addressed separately.

**Reference: West Jax Loop Transmission Line Routing Study**

Stantec will present the findings of the transmission line engineering review to JEA during the web-call outlined in Task 3b.

### **Task 4c Route Alternatives Analysis and Preferred Route Selection**

Upon completion of the field reconnaissance, Stantec will revise the Segment Network based on field observations, if needed. Following Review Package #4 and the selection of the preferred site for each substation, the segments will then be combined into full length Route Alternatives from the defined endpoints. Stantec will submit the Route Alternatives to JEA for approval prior to starting the route alternatives analysis. Stantec will then conduct a quantitative comparison of constraints for each end-to-end route alternative based on the agreed upon routing criteria, the qualitative data collected during the field reconnaissance, and engineering feasibility. The Route Alternatives analysis table and summary for each route will be provided to JEA as part of Review Package #5. Stantec will then host a two-hour web meeting with JEA to review the results of the quantitative analysis, discuss the suitability ranks, review qualitative factors, and ultimately select a preferred route for each line.

### **Task 5 Technical Substation Reviews**

JEA has proposed several new substations along the loop, which include the 'Northern', 'Villages', 'Eagle', and CCCS Substations. Stantec will use existing JEA standards and recommended practices to develop conceptual layouts of two 230 kV ring bus substations and the two 230 kV breaker-and-a-half substations. As part of this Project, the CCCS Substation would be interconnected to the preferred route. Stantec engineers will evaluate the feasibility of constructing a substation on the parcel and develop a concept substation ultimate layout plan and a one-line diagram. These drawings will support civil site conceptual plan development and footprint confirmation.

Following the development of the conceptual substation ultimate layouts, Stantec will prepare a conceptual site plan (30 to 40% design) for the three preferred substation sites and the CCCS Substation to verify the feasibility of construction. The analysis will include preliminary grading and stormwater retention as needed, and substation configuration with site access. The plan may include but will not be limited to tree save areas, impervious areas, vegetative buffers, substation location, transmission line and transmission right-of-way paths, utility and utility right-of-way location, access, grading, topographic elevation, rivers, streams, flood zones, parcel lines, and road centerline with labels. It is assumed that the information provided on the conceptual site layout is based upon aerial interpretation or data provided by others and no field survey or data correction is required. Stantec will submit a memo for each substation site summarizing the stormwater requirements, existing site conditions, and proposed conditions of the site, along with the conceptual design drawings. The purpose of the exercise is to validate the purchase or acquisition of the selected substation sites.

### **Task 6 Routing Study Report**

Upon approval of the results by the JEA team, Stantec will document the route evaluation methods and results in a routing report. The routing report will describe the substation and route comparison methodology and results including a summary of the environmental, engineering, social, and land use

**Reference: West Jax Loop Transmission Line Routing Study**

characteristics of the Study Area. The report will also include a photo log from the field reconnaissance, and potential permitting requirements for the preferred substations and routes.

After one round of input from the JEA Project team on the draft report, the final report and graphics will be created and distributed to JEA. All report copies, including graphics, will be provided in electronic format and will include both Word and PDF versions.

## CONCEPTUAL SCHEDULE

As part of the kick-off call Stantec will review the schedule with JEA and mutually agree on milestones and deadlines. Based on Stantec experience for similar studies the requested schedule in the request for services is very accelerated, therefore Stantec proposes a more realistic schedule. However, after award the Stantec team will work with JEA to explore every opportunity to improve the schedule. Our intent is to provide the preferred substation alternatives in May 2022, the preferred routes in June 2022, and the final routing report completed in August 2022. Stantec has immediate availability to begin the work and is very confident that we can meet the project objectives and maintain the proposed schedule below.

Task	Feb	Mar	Apr	May	Jun	Jul	Aug
Notice to Proceed/Project Initiation							
Project Kickoff							
Data Collection							
Substation Alternatives ID							
Field Reconnaissance							
Substation Alt Analysis and Site Selection							
Technical Substation Review							
Segment Network Development							
Route Alt Analysis and Route Selection							
Draft Route Report							
JEA Review Draft Report							
Final Routing Report							

## ASSUMPTIONS

The following assumptions have been made by Stantec for the scope of services and fee estimates outlined in this scope of work. If any of these assumptions are not found to be valid, Stantec will discuss with, and obtain agreement from, JEA regarding the need for scope and/or budget modifications prior to commencing those activities.

**Reference: West Jax Loop Transmission Line Routing Study**

- Stantec reserves the right to reallocate funds between tasks.
- GIS data will be from Stantec-owned databases and free publicly available data.
- This proposal includes the assessment of up to three (3) alternative routes between the preferred substations.
- This proposal does not include an FAA flight path analysis for Cecil Airport.
- This proposal includes hours/fees for seven web-based team meetings and one windshield survey visit.
- The windshield survey for both the line routing and substation siting will be on the same deployment.
- The engineering field reconnaissance will be conducted on the same deployment as the routing and siting windshield survey.
- Stantec will provide JEA with GIS Shapefiles of the final preferred routes and substations.
- Stantec will not be required to attend in-person agency meetings.
- Stantec will provide a draft of the routing and siting report with any additional information needs from JEA highlighted. Stantec will incorporate one round of comments from JEA on the draft report prior to issuing the final routing report.
- Stakeholder engagement is not included in this scope of work. Stantec has extensive experience developing virtual open house web platforms for routing studies. A cost estimate and scope of work for the development of a virtual open house can be prepared at JEA's request.
- It is assumed that meetings with state and local agencies and stakeholders will not be required. Stantec can attend meetings under a separate scope of work.
- Existing transmission, distribution, and substation infrastructure within the Study Area are to be provided by JEA.
- It is assumed that the Villages Development plan provided during the scoping call is "frozen" and that the landscape plan is readily available.
- Supplemental detailed technical studies, such as underground cable alternatives; PLS-CADD clearance analysis; or electrical studies are excluded.
- Detailed cross-section drawings of the Route Alternatives can be prepared under a separate scope of work.
- JEA will coordinate activities with impacted electric utilities, including coordination with FPL regarding crossing strategies of the 500 kV corridor near Normandy Boulevard.
- A cost estimate for field review packages for JEA field reviews can be prepared upon request.
- Level 5 cost estimates for substation and transmission line route alternatives can be prepared under a separate scope of work.
- JEA will provide all applicable standards, specifications, and preferences necessary for design consideration prior to start of the conceptual design.
- It is assumed that the conceptual designs will demonstrate that construction of the preferred substation sites is feasible. Additional site alternatives analysis will not be required after conceptual designs are complete.
- Additional site alternatives for CCCS Substation will not need to be investigated as part of the siting study.

## ESTIMATED FEES

The work outlined in this scope of services is proposed to be provided on a time and materials basis, not to exceed \$187,004 (One Hundred Eighty-Seven Thousand, and Four dollars) without prior authorization from

**Reference: West Jax Loop Transmission Line Routing Study**

JEA. Equipment and non-labor charges will be billed according to the Master Services Agreement currently in place between Stantec and JEA (contract number 17003/170884). An overview of the cost and total hours for each task within this scope of work is provided below.

<b>Task</b>	<b>Total Hours</b>	<b>Labor Costs</b>	<b>Expenses</b>
Task 1 Project Kick-off and Scope Review	37	\$5,120	\$0
Task 2 Data Collection	101	\$13,358	\$0
Task 3a Substation Alternatives ID	60	\$8,840	\$0
Task 3b and 4b Field Reconnaissance	104	\$17,086	\$2,360
Task 3c Substation Analysis and Preferred Site	48	\$6,864	\$0
Task 4a Segment Network Development	46	\$6,824	\$0
Task 4c Route Alternatives Analysis and Preferred Route	198	\$30,116	\$0
Task 5 Technical Substation Reviews	444	\$63,640	\$0
Task 6 Routing Study Report	108	\$15,776	\$0
<b>Project Management</b>	115	\$17,020	\$0
<i>Subtotal</i>	<i>1261</i>	<i>\$184,644</i>	<i>\$2,360</i>
<b>Total Cost</b>		<b>\$187,004</b>	

Stantec appreciates the opportunity to support JEA on this Project. If you have any questions about anything contained in this offer for services, please contact us at your earliest convenience.

Regards,

**Stantec Consulting Services Inc.**



**Kristin Weidner** PWS  
Project Manager  
Phone: (919) 760-0322  
[Kristin.Weidner@stantec.com](mailto:Kristin.Weidner@stantec.com)



**Richard Kodera** PE  
Power Delivery Sector Lead  
Phone: (321) 247-2580  
[Richard.Kodera@stantec.com](mailto:Richard.Kodera@stantec.com)



## Formal Bid and Award System

Award #6 February 24, 2022

**Type of Award Request:** JOINT PROJECT**Requestor Name:** Ralph, Mark A.**Requestor Phone:** (904) 855-9361**Project Title:** FDOT Joint Project 447149-1-56-01 SR 202(J Turner Blvd) at Kernan Blvd. Utilities Replacement**Project Number:** 182-126W**Project Location:** JEA**Funds:** Capital**Budget Estimate:** \$337,000.00**Scope of Work:**

This is a request to advance funds to the Florida Department of Transportation (FDOT), in accordance with the JEA/FDOT Master Agreement, for the utility construction costs associated with the FDOT Joint Project 447149-1-56-01 SR 202 (J Turner Blvd) at Kernan Blvd. Utilities Replacement.

The FDOT Contractor will construct approximately 711 LF of new 16-inch PVC water main and remove approximately 709 LF of existing 16-inch PVC water main, complete with associated fittings and valves.

**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	\$336,307.65

**Amount for entire term of Contract/PO:** \$336,307.65**Award Amount for remainder of this FY:** \$336,307.65**Length of Contract/PO Term:** Project Completion**Begin Date:** 03/01/2022**End Date:** Project Completion (Expected: December 2024)**JSEB Requirement:** N/A - FDOT**Background/Recommendations:**

JEA's water mains are within the FDOT's project footprint/right-of-way. This project will replace portions of these pipes within the project limits of the FDOT SR 202(J Turner Blvd) at Kernan Blvd project. The design consultant has completed the water main design associated with the roadway project per JEA water standards and specifications.

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

Request approval to award payment to Florida Department of Transportation for the FDOT Joint Project 447149-1-56-01 SR 202 (J Turner Blvd) at Kernan Blvd. Utilities Replacement project in the amount of \$336,307.65, 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:**

 2/24/22

**Chairman, Awards Committee**

**Date**

 02/25/2022

**Hai X. Vu, VP Water Wastewater Systems**

**Date**





*Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

1109 S. Marion Avenue  
Lake City, FL 32025

KEVIN J. THIBAUT, P.E.  
SECRETARY

1/3/2022 | 9:44 AM EST

Mr. Mickhael Sulayman, P.E.  
JEA Water & Sewer  
21 West Church Street, T4  
Jacksonville, Florida 32202-3139

**RE: UTILITY WORK BY HIGHWAY CONTRACTOR MASTER AGREEMENT (AT UAO  
AND FDOT EXPENSE COMBINED)  
FPID: 447149-1-56-01  
Federal No. – N/A  
County – Duval  
State Road – 202  
Project Location – SR202(J TURNER BUTLER BLVD) AT KERNAN BLVD**

Dear Mr. Sulayman:

This is your approved Utility Work Order #1/Notice to Proceed in the amount of **\$336,307.65** for Construction relocations for JEA Water & Sewer facilities as reflected under the terms of the executed Utility Work by Highway Contractor Master Agreement (at UAO and FDOT Expense Combined) dated December 7, 2000.

**Note: The Department of Transportation is requesting the Deposit of the above required funds by 1/28/2022.**

Sincerely,

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

cc: Darrell Locklear– Project Management – Email  
D2 Estimates – Email  
Charmaine Small – OOC General Accounting Office - Email  
File – Letter & Agreement



## STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

## UTILITY WORK ORDER CHANGE NO. 1

<b>Financial Project ID: 447149-1-56-01</b>	<b>Federal Project ID: N/A</b>
<b>County: Duval</b>	<b>State Road No.: 202</b>
<b>District Document No: 1</b>	
<b>Utility Agency/Owner (UAO): JEA Water &amp; Sewer</b>	

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
447149-1-56-01	WO #1						\$320,293.00
447149-1-66-01	WO#1						\$16,014.65
Sub-Totals.....							\$336,307.65
Net Cost of Construction Changes, this order.....							\$336,307.65
Cost of Construction Changes, previously ordered.....							
Net Total Cost Construction Changes to Date.....							
Contract Amount.....						\$336,307.65	
Estimated Cost of Work Authorized to Date.....						\$336,307.65	

Recommended: 12/28/2021 Date Approved: 1/3/2022 | 9:44 AM EST Approved: \_\_\_\_\_ Date

Clay Dicks District Utility Coordinator John P. McCarthy District Utility Engineer/Administrator Division Administrator Federal Highway Administration

Clay Dicks John P. McCarthy

Typed Name Typed Name Typed Name

**AGREEMENT SUMMARY SHEET**

**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. Participants Name: JEA Water & Sewer  
 Participants Address: 21 W. Church St., T-4  
 City, State, Zip: Jacksonville, FL 32202-3139  
 Contact: Mickhael Sulayman Phone Number: 904-665-8713  
 E-Mail Address: sulams@jea.com Fax Number: 904-665-7372  
 Federal Employer ID # and address sequence: F592983007004  
 FEID# has a verified W-9 registered with the Department of Financial Services: ☒ Yes ☐ No ☐ In Process

2. Refund Address: JEA Payment Processing CC-3, 21 West Church Street  
Jacksonville Florida 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: 12/28/2021  
 6. Agreement Amount: \$336,307.65 7. Escrow Deposit Due Date: 1/28/2022  
 Amount Due: \$ \$336,307.65 Additional Deposit Due Date: \_\_\_\_\_  
 Amount Due: \$ \_\_\_\_\_ Additional Deposit Due Date: \_\_\_\_\_  
 Amount Due: \$ \_\_\_\_\_

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

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

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

11. Participant is responsible for (check one): ☒ 100% ☐ Other Percentage ( \_\_\_\_\_ %)

☐ Bid Items ☐ Lump Sum

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

12. Description of work: Construction costs for JEA W&S relocations due to designed plans

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
447149-1-56-01	\$320,293.00	LF	1	NA	100%
447149-1-66-01	\$16,014.65	LF	1	NA	100%

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

20. Comments: WO #1 Construction relocation costs for JEA water & sewer PSEE funding request updated on 12/28/2021

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



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

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

**ESCROW WIRING and ACH INSTRUCTIONS**

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

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

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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.

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

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

**3. Cost of Utility Work**

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

# 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



# UTILITY WORK BY HIGHWAY CONTRACTOR MASTER AGREEMENT

(AT UAO AND FDOT EXPENSE COMBINED)

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

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

## 4. Claims Against UAO

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

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

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

## 6. Default

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

## 7. Indemnification

### FOR GOVERNMENT-OWNED UTILITIES,

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

**UTILITY WORK BY HIGHWAY CONTRACTOR MASTER AGREEMENT  
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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

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

"A" of Assurances is not required.

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

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

If to the FDOT:

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

## 10. Certification

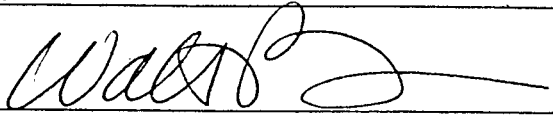
This document is a printout of an FDOT form maintained in an electronic format and all revisions thereto by the UAO in the form of additions, deletions, or substitutions are reflected only in an Appendix entitled "Changes To Form Document" and no change is made in the text of the document itself. Hand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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
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: JEA


BY: (Signature) 

DATE 11/14/07

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

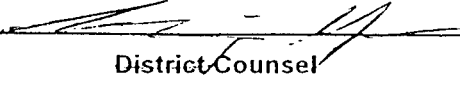
(Typed Title: \_\_\_\_\_)

Recommend Approval by the State Utility Engineer

BY: (Signature) 

DATE: 12/7/2000

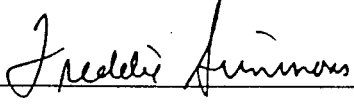
FDOT Legal review

BY: (Signature) 

District Counsel

DATE: 11-30-00

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

BY: (Signature) 

DATE: 12/5/00

(Typed Name: Freddie Simmons)

(Typed Title: State Highway Engineer)

FEDERAL HIGHWAY ADMINISTRATION (if applicable)

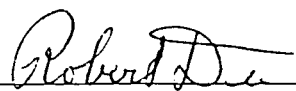
BY: \_\_\_\_\_

DATE: \_\_\_\_\_

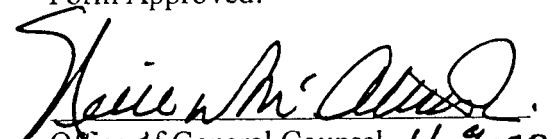
(Typed Name: \_\_\_\_\_)

(Typed Title: \_\_\_\_\_)

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

  
Robert Dix  
Controller  
JEA

Form Approved:

  
Office of General Counsel 11-9-00

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

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

# **Exhibit “A”**

## **Scope of Work**

**FPID 447149-1-56-01:** The cost within this Agreement reflects JEA Water and Sewer utility work for Construction relocations by the FDOT Contractor through a Utility Work by Highway Contractor Agreement along SR202(J TURNER BUTLER BLVD) AT KERNAN BLVD.



## Formal Bid and Award System

Award #7 February 24, 2022

**Type of Award Request:** JOINT PROJECT**Requestor Name:** Robiou, Leandro**Requestor Phone:** (904) 233-5191**Project Title:** 443261-1 FDOT Timuquana Rd. Resurfacing from Wesconnett Blvd to US 17**Project Number:** 8007170 (W), 8007171 (S)**Project Location:** JEA**Funds:** Capital**Budget Estimate:** \$2,147,340.00**Scope of Work:**

This is a request to reconcile the post-bid amount to the Florida Department of Transportation (FDOT), in accordance with the JEA/FDOT Master Agreement, for the utility construction costs associated with the FDOT Timuquana Rd. Resurfacing from Wesconnett Blvd to US 17 project (443261-1). The project includes roadway surface replacement and improvements.

The FDOT Contractor will construct approximately 22 LF of 4" PVC water main, 92 LF of 6" PVC water main, 2,339 LF of 8" PVC water main complete with associated restraints and fittings, abandon 2" Galv. water main, install 6 new fire hydrants, replacement of 48 long/short water services (including meter boxes), install 2- 4" gate valves, 6- 6" gate valves, 6- 8" gate valves, and valve box adjustments. The FDOT Contractor will also construct approximately 4,297 LF of 8" PVC force main, 47 LF of 4" PVC force main and associated fittings, removal of 3 sanitary gravity manholes, and abandon 4,600 LF of 8" main by grout filling.

**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	\$1,524,977.33

**Amount of Original Award:** \$2,058,726.83**Date of Original Award:** 09/02/2021**Change Order Amount:** \$1,524,977.33**New Not-To-Exceed Amount:** \$3,583,704.16**Length of Contract/PO Term:** Project Completion**Begin Date:** 03/25/2021**End Date:** Project Completion (Expected: April 2023)**JSEB Requirement:** N/A - FDOT**Background/Recommendations:**

Originally approved by the Awards Committee on 09/02/2021 in the amount of \$2,058,726.83 for the estimated cost of construction before bids were received. A copy of the previous award is attached for reference.

JEA's water mains and sewer mains are within the FDOT's project footprint/right-of-way. This project will replace portions of these pipes within the project limits of the FDOT Timuquana Rd. Resurfacing from Wesconnett Blvd to US 17 project. The following items are included in the construction bid document:

Water

- Install 2,339 LF of 8-inch PVC water main
- Install 92 LF of 6-inch PVC water main
- Install 22 LF of 4-inch PVC water main
- Install three 8-inch stub-out water main connections
- Install one 4-inch and one 2-inch water main connection
- Install six fire hydrants
- Replace 48 water services with new 1" HDPE and meter box
- Abandon in place by sealing 4,284 LF of 2" Galvanized water main
- Valve box and meter box adjustments

Sewer

- Install 4,297 LF of 8-inch PVC sewer force main
- Install 47 LF of 4-inch PVC Sewer force main
- Install three 4-inch stub-out water main connections
- Removal of three gravity sewer manholes
- Abandon in place by grout fill 4,300 LF of 8-inch Cast Iron force main
- Abandon in place by grout fill 300 LF of 8-inch Cast Iron gravity sewer main
- Valve box and manhole cover adjustments

FDOT has completed bidding the construction work for this project. The cost for the JEA portion of the project is \$1,524,977.33 higher than originally estimated. The bid receive is higher than estimated due to increase in price of materials, labor and the current state of the market. The bid costs were reviewed by JEA project staff and deemed reasonable.

The terms of the master agreement with FDOT require payment by JEA for the difference between the estimated portion previously paid and the bid price of the project. The remaining water portion of the project is \$643,497.10 and the sewer portion is \$881,480.23. A copy of the FDOT payment request letter is attached for reference.

Request approval to award payment to Florida Department of Transportation for the FDOT Timuquana Rd. Resurfacing from Wesconnett Blvd to US 17 project in the amount of \$1,524,977.33, 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:**

 2/24/22

**Chairman, Awards Committee**

**Date**

*Hai X. Vu*

02/25/2022

---

**Hai X. Vu, VP Water Wastewater Systems**

**Date**



## Formal Bid and Award System

Award #9 September 2, 2021

**Type of Award Request:** JOINT PROJECT**Requestor Name:** Robiou, Leandro**Requestor Phone:** (904) 233-5191**Project Title:** 443261-1 FDOT Timuquana Rd. Resurfacing from Wesconnett Blvd to US 17**Project Number:** 8007170 (W), 8007171 (S)**Project Location:** JEA**Funds:** Capital**Budget Estimate:** \$2,147,340.00**Scope of Work:**

This is a request to advance funds to the Florida Department of Transportation (FDOT), in accordance with the JEA/FDOT Master Agreement, for the for utility construction costs associated with the FDOT Timuquana Rd. Resurfacing from Wesconnett Blvd to US 17 project (443261-1). The project includes roadway surface replacement and improvements.

The FDOT Contractor will construct approximately 22 linear feet (LF) of 4" PVC water main, 92 LF of 6" PVC water main, 2,339 LF of 8" PVC water main complete with associated restraints and fittings, abandon 2" galvanized water main, install 6 new fire hydrants, replacement of 48 long/short water services (including meter boxes), install 2- 4" gate valves, 6 - 6" gate valves, 6- 8" gate valves, and valve box adjustments. The FDOT Contractor will also construct approximately 4,297 LF of 8" PVC force main, 47 LF of 4" PVC force main and associated fittings, removal of 3 sanitary gravity manholes, abandon 4,600 LF of 8" main by grout filling.

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

Name	Address	Phone	Amount
FLORIDA DEPT OF TRANSPORTATION	FDOT, c/o Wells Fargo Bank, N.A., 1 Independent Drive, Jacksonville FL 32202	(813) 225-4338	\$2,058,726.83

**Amount for entire term of Contract/PO:** \$2,058,726.83**Award Amount for remainder of this FY:** \$2,058,726.83**Length of Contract/PO Term:** Project Completion**Begin Date:** 03/25/2021**End Date:** Project Completion (Expected: April 2023)**JSEB Requirement:** N/A - FDOT**BIDDER:**

Name	Amount
FLORIDA DEPT OF TRANSPORTATION	\$2,058,726.83



**Background/Recommendations:**

JEA's water mains and sewer mains are within the FDOT's project footprint/right-of-way. This project will replace portions of these pipes within the project limits of the FDOT Timuquana Rd. Resurfacing from Wesconnett Blvd to US 17 project. The design consultant has completed the water main and force main design associated with the roadway project per JEA water and wastewater standards and specifications. The following items are included in the construction bid document:

**Water**

- Install 2,339 LF of 8-inch PVC water main
- Install 92 LF of 6-inch PVC water main
- Install 22 LF of 4-inch PVC water main
- Install three 8-inch stub-out water main connections
- Install one 4-inch and one 2-inch water main connection
- Install six fire hydrants
- Replace 48 water services with new 1" HDPE and meter box
- Abandon in place by sealing 4,284 LF of 2" galvanized water main
- Valve box and meter box adjustments

**Sewer**

- Install 4,297 LF of 8-inch PVC sewer force main
- Install 47 LF of 4-inch PVC Sewer force main
- Install three 4-inch stub-out water main connections
- Removal of three gravity sewer manholes
- Abandon in place by grout fill 4,300 LF of 8-inch Cast Iron (CI) force main
- Abandon in place by grout fill 300 LF of 8-inch CI gravity sewer main
- Valve box and manhole cover adjustments

JEA's utility construction work will be included with FDOT's bid and constructed by FDOT's contractor via the terms of the existing JEA/FDOT Master Agreement. By doing so, roadway restoration costs will be minimized. Per the terms of the master agreement, JEA is to prepay FDOT for the estimated value of the construction work prior to FDOT bidding the project. If after bidding the prepaid amount is more than the construction costs, JEA can request a refund. The water portion of the project is \$857,525.63 and the sewer portion is \$1,201,201.20.

Request approval to award payment to Florida Department of Transportation for the FDOT Timuquana Rd. Resurfacing from Wesconnett Blvd to US 17 project in the amount of \$2,058,726.83, 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:**

	9/2/21
Chairman, Awards Committee	Date
	9/2/21
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 2/9/2022 | 3:56 PM EST

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: 443261-1-56-01**

**Federal No. – D221-054-B**

**County – Duval**

**State Road – 134**

**Project Location – SR134 (TIMUQUANA ROAD) FROM: WESCONNETT BLVD TO: US17  
FDOT Permit No.: 2021-H-294-00302**

Dear Mr. Sulayman:

This is your approved **Utility Work Order No. 3/Notice to Proceed** in the amount of **\$1,524,977.33** for the construction work needed for JEA Water & Sewer relocation of facilities along SR134 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 **February 25, 2022.**

Sincerely,

DocuSigned by:  
A blue ink signature of Todd Hunt, written in a cursive style, enclosed within a blue rectangular border that has rounded corners on the left side.  
6B9D6634951247F...

Todd Hunt  
D2 Utilities Administrator

Enclosures

cc: Wayne Tooker, PE– Project Management – Email  
Charmaine Small – OOC General Accounting Office – Email  
D2 Estimates- Email  
File – Letter & Agreement

**AGREEMENT SUMMARY SHEET**

**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. Participants Name: JEA Water & Sewer  
 Participants Address: 21 West Church Street-T4  
 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: Todd Hunt 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: 2/8/2022  
 6. Agreement Amount: \$3,680,907.88 7. Escrow Deposit Due Date: 2/25/2022  
 Amount Due: \$ 1,524,977.33 Additional Deposit Due Date: \_\_\_\_\_  
 Amount Due: \$ \_\_\_\_\_ Additional Deposit Due Date: \_\_\_\_\_  
 Amount Due: \$ \_\_\_\_\_

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

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

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

11. Participant is responsible for (check one): ☒ 100% ☐ Other Percentage ( \_\_\_\_\_ %)

☐ Bid Items ☐ Lump Sum

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

12. Description of work: Revised cost for JEA Water and Sewer facilities relocation by FDOT Highway Contractor based on Bid Results.

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
443261-1-32-01	\$97,203.72	LF	0	N/A	100%
443261-1-56-01	\$2,623,591.82	LF	0	N/A	100%
443261-1-66-01	\$138,512.73	LF	0	N/A	100%
443261-1-52-01	\$821,599.61	LF	0	N/A	100%

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

20. Comments: PSEE request 2/8/2022 pending.

## STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

## UTILITY WORK ORDER CHANGE NO. 3

<b>Financial Project ID: 443261-1-56-01</b>	<b>Federal Project ID: D221-054-B</b>
<b>County: Duval</b>	<b>State Road No.: 134</b>
<b>District Document No: 1</b>	
<b>Utility Agency/Owner (UAO): JEA Water &amp; Sewer</b>	

A.

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

B.

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

C.

ESTIMATED COST OF WORK DUE TO THIS CHANGE:							
ITEM NO.	ITEM	UNIT	UNIT PRICE	WORK ELIMINATED (-)		ADDITIONAL WORK (+)	
				QUANTITY	AMOUNT	QUANTITY	AMOUNT
443261-1-56-01	WO #3						\$1,384,149.98
443261-1-66-01	WO #3						\$62,915.91
443261-1-52-01	WO #3						\$77,911.44
Sub-Totals.....							\$1,524,977.33
Net Cost of Construction Changes, this order.....							\$1,524,977.33
Cost of Construction Changes, previously ordered.....							\$2,155,930.55
Net Total Cost Construction Changes to Date.....							\$3,680,907.88
Contract Amount.....							\$3,680,907.88
Estimated Cost of Work Authorized to Date.....							\$3,680,907.88

Recommended: 2/8/2022

Date

Roland E. Davis

District Utility Coordinator

Roland E. Davis, EI

Typed Name

Approved: 2/9/2022 | 3:56 PM EST

Date

DocuSigned by:

Todd Hunt

District Utility Engineer/Administrator

Todd Hunt

Typed Name

Approved: \_\_\_\_\_

Date

Division Administrator  
Federal Highway Administration

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.

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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/>).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**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.



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

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

**3. Cost of Utility Work**

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

# 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

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

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

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

**4. Claims Against UAO**

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

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

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

Form No. 710-010-64  
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

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

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

**FOR NON-GOVERNMENT-OWNED UTILITIES,**

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

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

**8. Force Majeure**

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

**9. Miscellaneous**

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

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

"A" of Assurances is not required.

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

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

If to the FDOT:

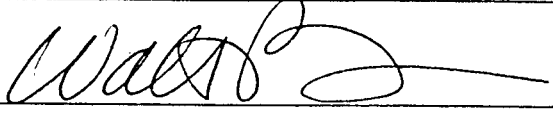
Florida Department of Transportation  
 605 Suwannee Street, MS 32  
 Tallahassee, Florida 32399-0405

**10. Certification**

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


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

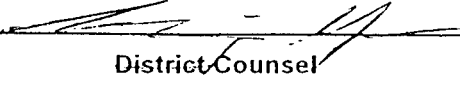
UTILITY: JEABY: (Signature) DATE: 11/14/07(Typed Name: WALTER P. BUSSETT, MANAGING DIRECTOR)

(Typed Title: \_\_\_\_\_)

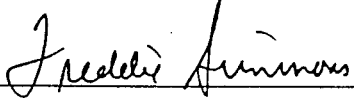
Recommend Approval by the State Utility Engineer

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: \_\_\_\_\_

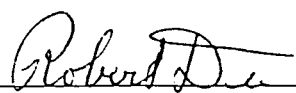
DATE: \_\_\_\_\_

(Typed Name: \_\_\_\_\_)

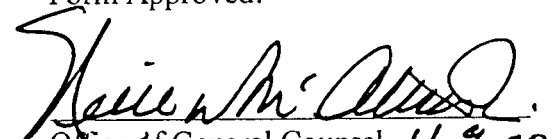
(Typed Title: \_\_\_\_\_)



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 7<sup>th</sup> 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 C. Kerd  
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 S. Wood  
Office of the General Counsel

**ATTEST:**

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

**UAO:**

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

**Legal Review:**

By: \_\_\_\_\_  
Counsel for UAO  
Reviewed by  
Purchasing Contracts  
Specialist  
HCB

# Exhibit “A”

## Scope of Work

**FPID# 443261-1-56-01:** The additional costs based on Bid results from highway contractor to relocate JEA Water & Sewer facilities to accommodate FDOT’s construction along State Road 134.

The additional costs based on Bid:

**56-01:** \$ 1,384,149.98

**66-01:** \$ 62,915.91

**52-01:** \$ 77,911.44

**Total:** \$ 1,524,977.33