

# Welcome to the JEA Awards Meeting

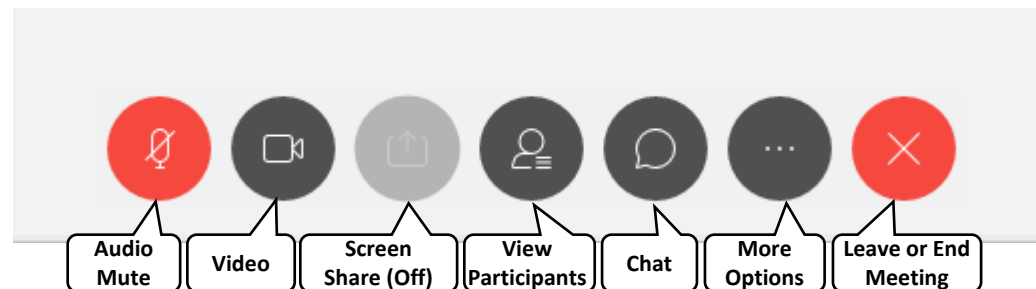
You have been joined to the meeting with your **audio muted** by default.

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](mailto: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](mailto: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, April 7, 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): 2309 526 2709  
WebEx Password: cQMmJPHA823

### **Public Comments:**

### **Awards:**

1. Approval of the minutes from the last meeting (04/01/2022).
2. 1410527046– Request approval to award a contract to Warren Asphalt, Inc. for Restoration of Disturbed Asphalt Paved Areas in the amount of \$20,460,825.00, subject to the availability of lawfully appropriated funds.
3. 1410572046 – Request approval to award a contract to Sabre Industries, Inc. for design, fabrication and shipping of Bartram Substation Tower in the amount of \$479,422.00, subject to the availability of lawfully appropriated funds.
4. Request approval to award a contract to Valmont Newmark Inc to supply spun concrete poles for the relocation on circuit 917 rebuild project in the amount of \$326,983.00, subject to the availability of lawfully appropriated funds.
5. Request approval to award a contract amendment to Carollo Engineers Inc. for additional design/engineering for the Buckman Biosolids Conversion Projects in the amount of \$ 989,893.30, for a new not-to-exceed amount of \$14,313,215.22, 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.

## 04-07-2022 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 04/01/2022 meeting.
2	Request for Proposal (RFP) 1 proposer	Vu	\$21,000,000.00	\$20,460,825.00	Warren Asphalt, Inc.	Five (5) Years w/Two (2) – One (1) Yr. Renewals	<p><b>Restoration of Disturbed Asphalt Paved Areas</b> The purpose of this Solicitation is to contract ongoing services for asphalt services to all of the JEA service territory, where the Contractor will have to respond to approximately 2,000 work tickets a year, at almost as many locations throughout the JEA service territory. This includes restoration of asphalt in City, County and FDOT roadways, rights-of-way and easements. Compaction and density testing may be required for completion of the work, and this shall be the Contractor's (also referred to as "Company") responsibility to obtain the services of a materials testing laboratory approved by JEA to perform the density and proctor testing as required, per the most current City, County and FDOT regulations.</p> <p>Contractor will perform asphalt paving work, to include filling holes, compaction, and asphalt setting throughout the JEA service territory (City of Jacksonville and Duval, Nassau, St. Johns and Clay Counties). The Contractor shall furnish all labor, equipment, and materials, and perform the work in accordance with these specifications and applicable City of Jacksonville, County or FDOT Standards.</p> <p>Advertised on 1/21/2022. One (1) prime contractor attended the mandatory pre-proposal meeting held on 02/02/2022. JEA contacted prospective proposers that did not attend the pre-proposal meeting to determine if holding another meeting would be helpful. The prospective proposers said the nature of the contract (small repair jobs all over the JEA service territory) was not attractive in the current market. It should be noted that historically, JEA has only received one proposal for these services. JEA decided that another pre-proposal meeting would not attract any new proposers and opened the Proposals on 02/23/2022. Warren Asphalt, Inc. is the highest evaluated responsive and responsible Proposer. A copy of the Proposal Form and Workbook are attached as backup.</p> <p>The award amount of \$20,460,825.00 is higher than the proposal amount due to the addition of the budgeted amount that facilities requires for asphalt restoration services. Facilities did not have a forecast of the unit items that would be used at time of proposal, so it was decided to add the budgeted amount for facilities paving work at the time of award. Warren Asphalt Inc. is the incumbent provider of these services, and has been performing well. The unit prices in the Proposal Workbook will be used to bill each task order for services. The unit prices are, on average, 27% higher than the previous contract which last saw a price increase in 2021,</p>

## 04-07-2022 Awards Committee

							<p>however, due to the expected quantities to be used, JEA will see about a 12.6% overall increase. The unit prices are fixed for the first year of the contract, and may be increased via the consumer price index (CPI) annually if requested. The contract amount is not guaranteed, and will only be spent if projects require asphalt paving repair.</p> <p>Request approval to award a contract to Warren Asphalt, Inc. for Restoration of Disturbed Asphalt Paved Areas in the amount of \$20,460,825.00.</p>
3	Invitation for Bid (IFB) 2 bidders	Datz	\$600,000.00	\$479,422.00	Sabre Industries, Inc.	Project Completion	<p><b><u>Design, Fabrication and Shipping of Bartram Substation and SOCC Annex Towers</u></b></p> <p>The purpose of this Solicitation is to evaluate and select a vendor that can provide the best value to JEA for the design, fabrication, and shipping of two self-supporting towers as seen below:</p> <ul style="list-style-type: none"> <li>•Bartram Substation Self – Supporting Tower located at 4509 Race Track Rd., Jacksonville, FL 32259</li> <li>•SOCC Annex Self-Supporting Tower located at 7695 Ramona Blvd., Jacksonville, FL 32221</li> </ul> <p>This bid was solicited as an award for the design, fabrication, and shipping of two self-supporting towers at 4509 Race Track Rd. and 7695 Ramona Blvd. JEA has determined to only proceed with one tower at 4509 Race Track Rd tower in the amount of \$479,422.00 after the bid for two towers came in over budget. There are no ramifications of not building SOCC Annex right now and the decision was based on funding only. The higher cost of materials and construction prohibits the build this fiscal year and JEA plans to instead bid and build in FY23. JEA solicited two self-supporting towers in this bid for a potential pricing advantage. Sabre Industries, Inc. has agreed to maintain its pricing for the single tower build despite the combined tower scope of work formally solicited. No liquidated damages are contained in this contract.</p> <p>1410572046 – Request approval to award a contract to Sabre Industries, Inc. for design, fabrication and shipping of Bartram Substation Tower in the amount of \$479,422.00, subject to the availability of lawfully appropriated funds.</p>
4	Single Source	Erixton	\$291,270.00	\$326,983.00	Valmont Newmark, Inc.	Project Completion (Expected – 10/2022)	<p><b><u>Purchase of Spun Concrete Poles</u></b></p> <p>Purchase of new concrete transmission structures to facilitate relocation of nine (9) existing concrete poles for circuit 917. This particular scope of</p>

## 04-07-2022 Awards Committee

						<p>supply will be completed when poles are delivered and accepted by JEA in October of 2022.</p> <p>Project Definition: JEA has an agreement with the Bartram Park Community Development District (CDD) to relocate existing transmission poles #29 through #36 of circuit 917 along Race Track Road to accommodate a future road widening project between 9B and I-95. Funding was recently approved for the widening of Race Track Road. The developer for the Bartram Park CDD has reached out to JEA and provided preliminary plans for the road widening, requesting that facilities be relocated. Per the agreement, JEA is required to perform the relocation within one (1) calendar year from receipt of CDD's notification and preliminary plans. The plans were received on 1/12/2022. JEA has until 1/12/2023 to perform the transmission relocation. This request is for the purchase of nine (9) new spun concrete transmission poles to facilitate the relocation of circuit 917.</p> <p>In the past, JEA bid concrete poles between two (2) companies, Accord Industries and Valmont Newmark Inc. These were the only companies that could meet the technical requirements for these poles regarding ground line moment capacity, size, diameter and taper requirements. As of 2011, Accord Industries discontinued their spun concrete transmission pole services, making Valmont Newmark Inc the only company that can meet JEA's requirements. JEA elected to standardize on Valmont Newmark Inc making the supplier a single source per the JEA Procurement Code, section 3-112 Single Source. The approved standards documentation and single source form are attached as backup.</p> <p>Request approval to award a contract to Valmont Newmark Inc to supply spun concrete poles for the relocation on circuit 917 rebuild project in the amount of \$326,983.00, subject to the availability of lawfully appropriated funds.</p>
5	Contract Amendment	Vu	\$1,000,000.00	\$989,893.30	Carollo Engineers, Inc.	<p style="text-align: center;"><b><u>Buckman Biosolids Conversion Projects</u></b></p> <p>Originally approved by Awards Committee on 07/19/2018 in the amount of \$5,679,431.64 to Carollo Engineers Inc. On 04/21/2020, an administrative decrease was issued to reduce scope and change the contract to a lump sum format. On 08/24/2020, JEA issued an administrative increase for design changes requested by JEA including relocation of the new sludge thickening building and odor control, design of new concrete block building, re-design for compliance with updated resiliency plan, design of barrier concrete wall on south side of plant, and assistance with public outreach. On 10/21/2020, JEA issued an administrative increase to perform inspections of the structural systems of the existing sludge disposal building. On 04/22/2021, the Awards Committee approved a contract increase for a design of a new drum drying process. On 10/14/2021, an administrative increase was approved to study alternatives for struvite</p>

## 04-07-2022 Awards Committee

							<p>control and nitrogen removal. A copy of the previously approved award documents are attached for reference.</p> <p>The biosolids processing facility comprises of a large multi-story building constructed back in the early 1970s. The building houses all of the biosolids thickening, dewatering, thermal drying and ancillary support equipment including all electrical gear and instrumentation and controls. The building is composed of structural steel beams and column braced frames.</p> <p>Due to its age and the corrosive environment, the building is in relatively poor condition. Carollo performed a preliminary structural, architectural, and electrical condition assessment of the building and its components. The condition assessment report provided a roadmap of high to low priority of items that will need to be either repaired or replaced to extend the life of the building while providing a safe working environment for the operations staff, support the equipment and related biosolids treatment processes for the next 7 to 10 years.</p> <p>This contract amendment will provide the necessary design documents and services during construction for the rehabilitation of the biosolids processing facility. The construction portion of the work will be managed by JEA's Construction Manager at Risk (CMAR) Wharton-Smith. The fee for this work was based on previously negotiated hourly rates. The fee table is attached for reference.</p> <p>Request approval to award a contract amendment to Carollo Engineers Inc. for additional design/engineering for the Buckman Biosolids Conversion Projects in the amount of \$ \$989,893.30, for a new not-to-exceed amount of \$14,313,215.22.</p>
<b>Total Award</b>				<b>\$22,257,123.30</b>			

**JEA AWARDS COMMITTEE**  
**APRIL 1, 2022 MEETING MINUTES**

The JEA procurement Awards Committee met on April 1, 2022, in person with a WebEx option.

WebEx Meeting Number (access code): 2318 375 6345

WebEx Password: pxP6CqUSt63

Members in attendance were Jenny McCollum as Chief Procurement Officer, Stephen Datz as Chairperson, Hai Vu as Vice Chairperson (on site), Laure Whitmer as Budget Representative (onsite), Rebecca Lavie as Office of General Counsel Representative; with Ricky Erixton (onsite), Joe Orfano (onsite), and Laura Dutton. Unless otherwise indicated, all attendees were via WebEx.

Chair Datz called the meeting to order at 10:02 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 (03/24/2022). Chair Datz verbally presented the Committee Members the proposed March 24, 2022 minutes as presented.

**MOTION:** Laura Dutton made a motion to approve the March 24, 2022 minutes (Award Item 1). The motion was seconded by Hai Vu and approved unanimously by the Awards Committee (5-0).

The Committee Members reviewed and discussed the following Awards Items 2 – 6:

2. Request approval to award a contract increase to Ricoh in the amount of \$88,010.52 for mail room services for a new not-to-exceed amount of \$333,530.52, subject to the availability of lawfully appropriated funds.

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

3. 1410379448 – Request approval to award a contract to Mobile Communications America, Inc. for Northside Generating Station Bi-Directional Amplifier Supply and Installation in the amount of \$523,578.00, subject to the availability of lawfully appropriated funds.

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

4. 1410534046-22 - Request approval to award a contract to Duval Ford for JEA Fleet Services Medium Duty Vehicle Maintenance and Repair Services in the amount of \$3,220,306.80, subject to the availability of lawfully appropriated funds.

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

5. Request approval of purchase from CrossRoad United Methodist Church, Inc. for the subject property – Easement Acquisition Purchase for a total not-to-exceed amount of \$72,000.00, subject to the availability of lawfully appropriated funds.

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

6. 1410567046 – Request approval to award a five (5) year Contract to Cook Electrical, Inc. for fiber optic cable overhead repair and maintenance work in the amount of \$2,941,740.00, 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 Ricky Erixton and approved unanimously by the Awards Committee (5-0).

Informational Item:

No informational items were presented to the Awards Committee.

Ratifications:

No ratifications were presented to the Awards Committee.

Public Comments:

No additional public comment speaking period was taken.

Adjournment:

Chair Datz adjourned the meeting at 10:32 a.m.

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





# Formal Bid and Award System

Award #2 April 7, 2022

**Type of Award Request:** REQUEST FOR PROPOSALS (RFP)  
**Requestor Name:** Schoettler, Kyle C. - Mgr W/WW System Operations & Customer Response  
**Requestor Phone:** (904) 524-3989  
**Project Title:** Restoration of Disturbed Asphalt Paved Areas  
**Project Number:** Various  
**Project Location:** JEA  
**Funds:** Capital, O&M  
**Budget Estimate:** \$21,000,000.00

**Scope of Work:**

The purpose of this Solicitation is to contract ongoing services for asphalt services to all of the JEA service territory, where the Contractor will have to respond to approximately 2,000 work tickets a year, at almost as many locations throughout the JEA service territory. This includes restoration of asphalt in City, County and FDOT roadways, rights-of-way and easements. Compaction and density testing may be required for completion of the work, and this shall be the Contractor’s (also referred to as “Company”) responsibility to obtain the services of a materials testing laboratory approved by JEA to perform the density and proctor testing as required, per the most current City, County and FDOT regulations.

Contractor will perform asphalt paving work, to include filling holes, compaction, and asphalt setting throughout the JEA service territory (City of Jacksonville and Duval, Nassau, St. Johns and Clay Counties). The Contractor shall furnish all labor, equipment, and materials, and perform the work in accordance with these specifications and applicable City of Jacksonville, County or FDOT Standards.

No minimum quantities are guaranteed.

**JEA IFB/RFP/State/City/GSA#:** 1410527046  
**Purchasing Agent:** Kruck, Dan  
**Is this a Ratification?:** NO

**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
WARREN ASPHALT, INC.	Gavin Warren	<a href="mailto:admin@warrenasphalt.com">admin@warrenasphalt.com</a>	7411 Silver Lake Terrace	(904) 725-5520	\$20,460,825.00

**Amount for entire term of Contract/PO:** \$20,460,825.00  
**Award Amount for remainder of this FY:** \$387,825.00  
**Length of Contract/PO Term:** Five (5) Years w/Two (2) – One (1) Yr. Renewals  
**Begin Date:** 06/01/2022  
**End Date:** 05/31/2027  
**Renewal Options:** Two (2) – One (1) Yr. Renewals

**JSEB Requirement:**

Ten Percent (10%) Requirement

**Comments on JSEB Requirements:**

M & J Striping (Striping) – 1%

DJ Contracting of Jacksonville, Inc. (Trucking/Materials) – 10%

**BIDDERS:**

Name	Amount
WARREN ASPHALT, INC.	\$17,585,825.00

**Background/Recommendations:**

Advertised on 1/21/2022. One (1) prime contractor attended the mandatory pre-proposal meeting held on 02/02/2022. JEA contacted prospective proposers that did not attend the pre-proposal meeting to determine if holding another meeting would be helpful. The prospective proposers said the nature of the contract (small repair jobs all over the JEA service territory) was not attractive in the current market. It should be noted that historically, JEA has only received one proposal for these services. JEA decided that another pre-proposal meeting would not attract any new proposers and opened the Proposals on 02/23/2022. Warren Asphalt, Inc. is the highest evaluated responsive and responsible Proposer. A copy of the Proposal Form and Workbook are attached as backup.

The award amount of \$20,460,825.00 is higher than the proposal amount due to the addition of the budgeted amount that facilities requires for asphalt restoration services. Facilities did not have a forecast of the unit items that would be used at time of proposal, so it was decided to add the budgeted amount for facilities paving work at the time of award. Warren Asphalt Inc. is the incumbent provider of these services, and has been performing well. The unit prices in the Proposal Workbook will be used to bill each task order for services. The unit prices are, on average, 27% higher than the previous contract which last saw a price increase in 2021, however, due to the expected quantities to be used, JEA will see about a 12.6% overall increase. The unit prices are fixed for the first year of the contract, and may be increased via the consumer price index (CPI) annually if requested. The contract amount is not guaranteed, and will only be spent if projects require asphalt paving repair.

1410527046– Request approval to award a contract to Warren Asphalt, Inc. for Restoration of Disturbed Asphalt Paved Areas in the amount of \$20,460,825.00, subject to the availability of lawfully appropriated funds.

**Director:** Scheel, Jackie B. - Dir W/WW Reuse Delivery & Collection

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

**APPROVALS:**

---

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

---

**Budget Representative** **Date**

Appendix B – Proposal Form  
1410527046 Restoration of Disturbed Asphalt Paved Areas

**COMPANY INFORMATION:**

COMPANY NAME: Warren Asphalt, Inc.  
BUSINESS ADDRESS: 7411 Silver Lake Terrace  
CITY, STATE, ZIP CODE: Jacksonville, Florida 32216  
TELEPHONE: (904) 721-5520  
FAX: (904) 725-9408  
EMAIL OF CONTACT: admin@warrenasphalt.com

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

The Company shall submit the Response electronically as described in section 1.1.3 of the Solicitation.

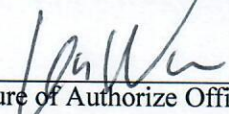
Total Proposal Price (from Proposal Worksheet) **\$ 17,585,825.00**

**Company's Certification**

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

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

We have received addenda One (1) through One (1)

  
Signature of Authorize Officer of Company or Agent

02/22/2022  
Date

Gavin Warren, President  
Printed Name & Title

(904) 721-5520  
Phone Number

**1410527046 Appendix B - Proposal Workbook**  
**Restoration of Disturbed Asphalt Paved Areas**  
(Only complete the Prices in Yellow Cells)

Company Name:

**Warren Asphalt Inc.**

No.	Description	UOM	Est. Annual Qty	# Years	Unit Price	Extended price
<b>Small Restoration Jobs (Restoration Area - Under 200 SY)</b>						
1	Priority Response	EA	100	5	\$ 75.00	\$ 37,500.00
2	A-3 Fill	CY	100	5	\$ 16.50	\$ 8,250.00
3	Limerock- 8" Thick	S.Y.	2500	5	\$ 19.50	\$ 243,750.00
4	Asphalt Milling	S.Y.	10500	5	\$ 10.00	\$ 525,000.00
5	Asphalt Milling Mobilization	S.Y.	10500	5	\$ 8.00	\$ 420,000.00
6	Asphalt Removal	S.Y.	13400	5	\$ 9.50	\$ 636,500.00
<b>City of Jacksonville Asphalt Repair</b>						
7a	Asphalt 1" thick	S.Y.	25000	5	\$ 30.00	\$ 3,750,000.00
7b	Mobilization Fee- Each ticket	EA	1700	5	\$ 75.00	\$ 637,500.00
<b>FDOT Asphalt Repair</b>						
8a	Asphalt 1" thick	S.Y.	800	5	\$ 32.00	\$ 128,000.00
<b>St. Johns County Asphalt Repair</b>						
9a	Asphalt 1" thick	S.Y.	125	5	\$ 30.00	\$ 18,750.00
9b	Mobilization Fee- Each ticket	EA	10	5	\$ 100.00	\$ 5,000.00
9c	Right of Way Permit	EA	10	5	\$ 250.00	\$ 12,500.00
<b>Nassau County Asphalt Repair</b>						
10a	Asphalt 1" thick	S.Y.	125	5	\$ 30.00	\$ 18,750.00
10b	Mobilization Fee- Each ticket	EA	10	5	\$ 100.00	\$ 5,000.00
10c	Right of Way Permit	EA	10	5	\$ 250.00	\$ 12,500.00
<b>Clay County Asphalt Repair</b>						
11a	Asphalt 1" thick	S.Y.	150	5	\$ 30.00	\$ 22,500.00
11b	Mobilization Fee- Each ticket	EA	10	5	\$ 100.00	\$ 5,000.00
11c	Right of Way Permit	EA	10	5	\$ 250.00	\$ 12,500.00
<b>Large Restoration Jobs (Restoration area - Over 200 SY, not to exceed 1,000 SY)</b>						
12	Priority Response	EA	10	5	\$ 155.00	\$ 7,750.00
13	A-3 Fill	C.Y.	10	5	\$ 16.50	\$ 825.00
14	Limerock - 8" Thick	S.Y.	400	5	\$ 19.50	\$ 39,000.00
15	Asphalt Milling	S.Y.	26000	5	\$ 16.50	\$ 2,145,000.00
16	Asphalt Milling Mobilization	S.Y.	5100	5	\$ 18.00	\$ 459,000.00
17	Unsuitable Sub-base Removal	S.Y.	100	5	\$ 26.00	\$ 13,000.00
<b>Asphalt 1 1/2" thick</b>						

**1410527046 Appendix B - Proposal Workbook**  
**Restoration of Disturbed Asphalt Paved Areas**  
 (Only complete the Prices in Yellow Cells)

Company Name:					Warren Asphalt Inc.	
No.	Description	UOM	Est. Annual Qty	# Years	Unit Price	Extended price
18a	201 to 300 sq yds in size	S.Y.	4000	5	\$ 18.00	\$ 360,000.00
18b	301 to 400 sq yds in size	S.Y.	4000	5	\$ 18.00	\$ 360,000.00
18c	401 to 500 sq yds in size	S.Y.	3500	5	\$ 16.00	\$ 280,000.00
18d	Greater than 500 sq yds. (not to exceed 1,000 yds)	S.Y.	17500	5	\$ 16.00	\$ 1,400,000.00

**1410527046 Appendix B - Proposal Workbook**  
**Restoration of Disturbed Asphalt Paved Areas**  
(Only complete the Prices in Yellow Cells)

Company Name:

**Warren Asphalt Inc.**

No.	Description	UOM	Est. Annual Qty	# Years	Unit Price	Extended price
<b>Large Restoration Jobs (Restoration area - Over 200 SY, not to exceed 1,000 SY)</b>						
<b>Asphalt 4" thick (City std./FDOT)</b>						
19a	201 to 300 sq yds in size	S.Y.	300	5	\$ 32.00	\$ 48,000.00
19b	301 to 400 sq yds in size	S.Y.	200	5	\$ 32.00	\$ 32,000.00
19c	401 to 500 sq yds in size	S.Y.	100	5	\$ 32.00	\$ 16,000.00
19d	Greater than 500 sq yds. (not to exceed 1,000 yds)	S.Y.	700	5	\$ 32.00	\$ 112,000.00
<b>Asphalt 8" thick</b>						
20a	201 to 300 sq yds in size	S.Y.	100	5	\$ 40.00	\$ 20,000.00
20b	301 to 400 sq yds in size	S.Y.	100	5	\$ 40.00	\$ 20,000.00
20c	401 to 500 sq yds in size	S.Y.	100	5	\$ 40.00	\$ 20,000.00
20d	Greater than 500 sq yds. (not to exceed 1,000 yds)	S.Y.	100	5	\$ 40.00	\$ 20,000.00
<b>Asphalt 12" thick</b>						
21a	Greater than 200 sq yds.	S.Y.	100	5	\$ 60.00	\$ 30,000.00
22	Saw Cut Asphalt	LF	100	5	\$ 1.00	\$ 500.00
23	Saw Cut Concrete	LF	100	5	\$ 2.00	\$ 1,000.00
<b>Mobilization Fee Each Ticket</b>						
24a	City of Jacksonville	EA	50	5	\$ 250.00	\$ 62,500.00
24b	St Johns County	EA	10	5	\$ 250.00	\$ 12,500.00
24c	Nassau County	EA	10	5	\$ 250.00	\$ 12,500.00
24d	Clay County	EA	10	5	\$ 250.00	\$ 12,500.00
25	Right of Way Permit	EA	10	5	\$ 250.00	\$ 12,500.00
<b>Miscellaneous Items - These Apply to All Projects</b>						
<b>Assist JEA On Emergency As/Needed Basis</b>						
26a	Crew Hourly Rate	HR	50	5	\$ 400.00	\$ 100,000.00
26b	After Hours/Weekend Crew Hourly Rate	HR	50	5	\$ 500.00	\$ 125,000.00
26c	Compaction of Fill in 6-12" Lifts	S.Y.	50	5	\$ 12.00	\$ 3,000.00
26d	Furnish and Deliver Proctored A-3 fill dirt	C.Y.	50	5	\$ 19.00	\$ 4,750.00
26e	Furnish and Deliver LBR 40 Sub-grade Material	C.Y.	50	5	\$ 38.00	\$ 9,500.00
<b>Valve Jacket Adjustment</b>						
27a	COJ Right of Way	EA	50	5	\$ 175.00	\$ 43,750.00
27b	FDOT Right of Way	EA	50	5	\$ 175.00	\$ 43,750.00
27c	County Right of Way	EA	50	5	\$ 175.00	\$ 43,750.00

**1410527046 Appendix B - Proposal Workbook**  
**Restoration of Disturbed Asphalt Paved Areas**  
 (Only complete the Prices in Yellow Cells)

Company Name:					Warren Asphalt Inc.	
No.	Description	UOM	Est. Annual Qty	# Years	Unit Price	Extended price
	<b>Manhole Adjustment</b>					
28a	COJ Right of Way	EA	50	5	\$ 750.00	\$ 187,500.00
28b	FDOT Right of Way	EA	50	5	\$ 750.00	\$ 187,500.00
28c	County Right of Way	EA	50	5	\$ 750.00	\$ 187,500.00

**1410527046 Appendix B - Proposal Workbook**  
**Restoration of Disturbed Asphalt Paved Areas**  
(Only complete the Prices in Yellow Cells)

				Company Name:		Warren Asphalt Inc.	
No.	Description	UOM	Est. Annual Qty	# Years	Unit Price	Extended price	
<b>Miscellaneous Items - These Apply to All Projects</b>							
29	Laboratory/Field Testing	(Allowance)				\$	35,000.00
<b>Pavement Markings</b>							
30a	Skip Traffic Stripe Paint	L.F.	50	5	\$ 2.00	\$	500.00
30b	Solid Traffic Stripe Paint	L.F.	7000	5	\$ 2.00	\$	70,000.00
30c	12" Painted Stripe	L.F.	500	5	\$ 3.00	\$	7,500.00
30d	24" Painted Stripe	L.F.	200	5	\$ 3.75	\$	3,750.00
31	Thermoplastic Striping, Refer to note 1 below.	(Allowance)				\$	50,000.00
32	Show-up Fee (when site is not ready)	EA	50	5	\$ 150.00	\$	37,500.00
33	SUPPLEMENTAL WORK AUTHORIZATION (SWA) Refer to: Note 3 below.					\$	100,000.00
34	Cold Mix (billed as a pass through at cost)	Per Ton	4900	5	\$ 160.00		\$3,920,000.00
35	Millings (billed as a pass through at cost)	Per Ton	650	5	\$ 35.00		\$113,750.00
36	Delivery (per truckload) # of deliveries forecast based on 15 yard dump truck	Per Delivery	230	5	\$ 275.00		\$316,250.00
<b>TOTAL BID PRICE (ENTER THIS AMOUNT ON THE RESPONSE FORM)</b>						\$	17,585,825.00

**Notes:**

1. JEA's pre-approval is required to proceed with Thermoplastic Striping. The Company shall furnish JEA a minimum of two price quotes for thermoplastic striping. Thermoplastic striping must meet DOT Standards.
2. Cost for incidental milling, under 200 S.Y., shall be included in the asphalt unit price in Item 4 above.
3. Billing the Supplemental Work Authorization (SWA) account requires JEA's pre-approval.
4. Saw cutting for areas less than 200 SY is included in the unit price.





# Formal Bid and Award System

Award #3 April 7, 2022

**Type of Award Request:** INVITATION FOR BID (IFB)  
**Request #:** 372  
**Requestor Name:** Rager, Greg D. - Manager Technology Project Mgmt.  
**Requestor Phone:** (904) 665-8136  
**Project Title:** Design, Fabrication and Shipping of Bartram Substation and SOCC Annex Towers  
**Project Number:** 8007310  
**Project Location:** JEA  
**Funds:** Capital  
**Budget Estimate:** \$600,000.00  
**Scope of Work:**

The purpose of this Solicitation is to evaluate and select a vendor that can provide the best value to JEA for the design, fabrication, and shipping of two self-supporting towers as seen below:

- Bartram Substation Self – Supporting Tower located at 4509 Race Track Rd., Jacksonville, FL 32259
- SOCC Annex Self-Supporting Tower located at 7695 Ramona Blvd., Jacksonville, FL 32221

**JEA IFB/RFP/State/City/GSA#:** #1410572046  
**Purchasing Agent:** Dambrose, Nick  
**Is this a ratification?:** NO

### RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
SABRE INDUSTRIES, INC.	Josh Schlessner	jdschlessner@sabreindustries.com	7101 Southbridge, Dr. Sioux City, IA 51102	(712)258.6690	\$479,422.00

**Amount for entire term of Contract/PO:** \$479,422.00  
**Award Amount for remainder of this FY:** \$479,422.00  
**Length of Contract/PO Term:** Project Completion  
**Begin Date (mm/dd/yyyy):** 04/14/2022  
**End Date (mm/dd/yyyy):** Project Completion  
**JSEB Requirement:** N/A – Optional

### RESPONDENTS:

Respondent	Amount	Rank
SABRE INDUSTRIES, INC.	\$958,560.00	1
VALMONT SITE PRO 1	\$1,023,416.00	2

**Background/Recommendations:**

Advertised on 02/14/2022. Two (2) bidders attended the optional Pre-Bid Meeting on 02/22/2022. At Bid opening on 03/08/2022, JEA received two (2) bids. JEA sought correspondence with other potential bidders to understand reasons for low participation. One potential bidder responded that he was unable to meet JEA’s specification requirements due to his manufacturing size limitations. No additional correspondence was returned. After review, Sabre Industries, Inc. is deemed to be the lowest responsive and responsible Bidder. A copy of the Bid Workbook is attached as backup.

This bid was solicited as an award for the design, fabrication, and shipping of two self-supporting towers at 4509 Race Track Rd. and 7695 Ramona Blvd. JEA has determined to only proceed with one tower at 4509 Race Track Rd tower in the amount of \$479,422.00 after the bid for two towers came in over budget. There are no ramifications of not building SOCC Annex right now and the decision was based on funding only. The higher cost of materials and construction prohibits the build this fiscal year and JEA plans to instead bid and build in FY23. JEA solicited two self-supporting towers in this bid for a potential pricing advantage. Sabre Industries, Inc. has agreed to maintain its pricing for the single tower build despite the combined tower scope of work formally solicited. No liquidated damages are contained in this contract.

1410572046 – Request approval to award a contract to Sabre Industries, Inc. for design, fabrication and shipping of Bartram Substation Tower in the amount of \$479,422.00, subject to the availability of lawfully appropriated funds.

- Manager:** Vondrasek, Gary R. - Manager Telecom Sales & Services
- 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**

Appendix B - Response Workbook

				Sabre Industries, Inc.	
Item	Type	Description	Unit of Measure	Unit Price	
1	Bartram Substation	<b>Design</b> This scope shall include but not be limited to the design of the Self Support Tower as specified in Appendix A - Technical Specifications. Respondent shall detail the Lump Sum pricing submitted in a separate Schedule of Values provided in its own format.	Lump Sum	Included	
2	Bartram Substation	<b>Fabrication</b> This scope shall include but not be limited to the fabrication of the Self Support Tower as specified in Appendix A - Technical Specifications. Respondent shall detail the Lump Sum pricing submitted in a separate Schedule of Values provided in its own format.	Lump Sum	\$	459,304.00
3	Bartram Substation	<b>Shipping</b> This scope shall include but not be limited to the shipping of the Self Support Tower as specified in Appendix A - Technical Specifications. Respondent shall detail the Lump Sum pricing submitted in a separate Schedule of Values provided in its own format.	Lump Sum	\$	19,094.00
4	Bartram Substation	<b>Miscellaneous</b> This scope shall include (any and) all miscellaneous costs not captured in the previous three (3) scopes of Work. Respondent shall detail the Lump Sum pricing submitted in a separate Schedule of Values provided in its own format. This shall include the Cost of Freight to deliver the self-support tower to the designated location. Vendor shall only be reimbursed for the ACTUAL Cost of the delivery.	Lump Sum	\$	1,024.00
5	<b>Total Bartram Substation - Design, Fabrication and Shipping Cost</b>			\$	<b>479,422.00</b>

Item	Type	Description	Unit of Measure	Unit Price	
6	SOCC Annex	<b>Design</b> This scope shall include but not be limited to the design of the Self Support Tower as specified in Appendix A - Technical Specifications. Respondent shall detail the Lump Sum pricing submitted in a separate Schedule of Values provided in its own format.	Lump Sum	Included	
7	SOCC Annex	<b>Fabrication</b> This scope shall include but not be limited to the fabrication of the Self Support Tower as specified in Appendix A - Technical Specifications. Respondent shall detail the Lump Sum pricing submitted in a separate Schedule of Values provided in its own format.	Lump Sum	\$	459,304.00
8	SOCC Annex	<b>Shipping</b> This scope shall include but not be limited to the shipping of the Self Support Tower as specified in Appendix A - Technical Specifications. Respondent shall detail the Lump Sum pricing submitted in a separate Schedule of Values provided in its own format.	Lump Sum	\$	18,810.00
9	SOCC Annex	<b>Miscellaneous</b> This scope shall include (any and) all miscellaneous costs not captured in the previous three (3) scopes of Work. Respondent shall detail the Lump Sum pricing submitted in a separate Schedule of Values provided in its own format. This shall include the Cost of Freight to deliver the self-support tower to the designated location. Vendor shall only be reimbursed for the ACTUAL Cost of the delivery.	Lump Sum	\$	1,024.00
10	<b>Total SOCC Annex - Design, Fabrication and Shipping Cost</b>			\$	<b>479,138.00</b>
11	<b>TOTAL BID PRICE</b> <i>Respondent shall transfer this amount where indicated in Zycus</i>			\$	<b>958,560.00</b>



# Formal Bid and Award System

Award #4 April 7, 2022

**Type of Award Request:** SINGLE SOURCE  
**Request #:** 442  
**Requestor Name:** Chmist, Sebastian  
**Requestor Phone:** (904) 665-7016  
**Project Title:** Spun Concrete Poles, Circuit 917  
**Project Number:** 8007804  
**Project Location:** JEA  
**Funds:** Capital  
**Award Estimate:** \$291,270.00

**Scope of Work:**

Purchase of new concrete transmission structures to facilitate relocation of nine (9) existing concrete poles for circuit 917. This particular scope of supply will be completed when poles are delivered and accepted by JEA in October of 2022.

Project Definition: JEA has an agreement with the Bartram Park Community Development District (CDD) to relocate existing transmission poles #29 through #36 of circuit 917 along Race Track Road to accommodate a future road widening project between 9B and I-95. Funding was recently approved for the widening of Race Track Road. The developer for the Bartram Park CDD has reached out to JEA and provided preliminary plans for the road widening, requesting that facilities be relocated. Per the agreement, JEA is required to perform the relocation within one (1) calendar year form receipt of CDD’s notification and preliminary plans. The plans were received on 1/12/2022. JEA has until 1/12/2023 to perform the transmission relocation. This request is for the purchase of nine (9) new spun concrete transmission poles to facilitate the relocation of circuit 917.

**JEA IFB/RFP/State/City/GSA#:** N/A  
**Purchasing Agent:** Lovgren, Rodney D.  
**Is this a Ratification?:** NO

**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
VALMONT NEWMARK INC.	Tony Gabel	tgabel@valmont.com	4131 Highway 17 South Bartow FL 33830	(863) 533- 6465	\$326,983.00

**Amount for entire term of Contract/PO:** \$326,983.00  
**Award Amount for remainder of this FY:** \$00.00  
**Length of Contract/PO Term:** Project Completion  
**Begin Date (mm/dd/yyyy):** 09/30/2022  
**End Date (mm/dd/yyyy):** Project Completion (Expected – 10/2022)  
**JSEB Requirement:** N/A – Standard

**BIDDER:**

Name	Amount
VALMONT NEWMARK INC.	\$326,983.00

**Background/Recommendations:**

In the past, JEA bid concrete poles between two (2) companies, Accord Industries and Valmont Newmark Inc. These were the only companies that could meet the technical requirements for these poles regarding ground line moment capacity, size, diameter and taper requirements.

As of 2011, Accord Industries discontinued their spun concrete transmission pole services, making Valmont Newmark Inc the only company that can meet JEA’s requirements. JEA elected to standardize on Valmont Newmark Inc making the supplier a single source per the JEA Procurement Code, section 3-112 Single Source. The approved standards documentation and single source form are attached as backup.

More specifically JEA has requirements that Valmont Newmark meets for:

- 1,000 kip / ft at the ground line moment capacity
- Threaded inserts
- Taper per foot to meet pole base diameter

Concrete poles represent a more economical alternative than equivalent-sized steel poles; however, they require additional space considerations. The installation and construction of the circuit will be bid out under a separate solicitation.

The purchase order price is fixed through delivery, with payment on delivery. JEA last awarded concrete poles in December of 2021. When comparing the award amount to the Budget Estimate there is an approximate 12.2% increase in price. Pole #30 was quoted at more than double the budget estimate. Pole #30 cannot be manufactured as a single piece due to the strength requirement. Because of this, the pole has a flange and is composed of 2 pieces which will need to be assembled onsite. JEA has negotiated terms & conditions with Valmont.

Request approval to award a contract to Valmont Newmark Inc to supply spun concrete poles for the relocation on circuit 917 rebuild project in the amount of \$326,983.00, subject to the availability of lawfully appropriated funds.

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

**APPROVALS:**

---

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

---

**Budget Representative** **Date**

6. BID FORM

PROPOSAL FOR SPUN CONCRETE TRANSMISSION POLES

PROJECT: SPUN CONCRETE TRANSMISSION POLES FOR THE  
CIRCUIT 917 RELOCATION BETWEEN 9B AND I-95

Bidder Please Write Company Name Here: YALMONT

Bid Item No.	Standard Design No.	Structure No.	Strength / Total Length	Required Quantity	Unit Price	Extended Bid Price
1	C1261L 21k-140-24	29	21 kip / 140'	1	\$ <u>29,928</u>	\$ <u>29,928</u>
2	C1261L 21k-135-22	29B	21 kip / 135'	1	\$ <u>28,433</u>	\$ <u>28,433</u>
3	C1261L 24k-135-24	30	24 kip / 135'	1	\$ <u>66,082</u>	\$ <u>66,082</u>
4	C1261L 21k-135-23	31, 32, 33, 34, 35	21 kip / 135'	5	\$ <u>27,600</u>	\$ <u>138,000</u>
5	C12462 32k-125-23	36	32 kip / 125'	1	\$ <u>30,198</u>	\$ <u>30,198</u>
6	Freight for all poles					\$ <u>34,343</u>
					Total =	\$ <u>326,983</u>

My (our) lump sum bid for the items described above and in the tabulated total quantities is: \$ 326,983<sup>00</sup>

I (we) agree to provide approval drawings within 30 calendar days after receipt of the "notice to proceed" / purchase order.

And I (we) agree to complete deliveries of all items within 130 calendar days after the approval of the design calculations and approval drawings.

SIGNED FOR BIDDER:   
TITLE: OPERATIONS MANAGER



**Jacksonville Electric Authority**  
 Circuit 917 Relocation Between 9B and I-95  
 Florida

3/24/2022

**Q032422-01**

QTY POLES	STRUCTURE NUMBER	POLE LENGTH (ft)	ULTIMATE (Kip)	EMB. (ft)	A.G.L. (ft)	TIP DIA (in)	BUTT DIA (in)	WEIGHT (lbs)	UNIT PRICE	EXTENDED UNIT PRICE	EXTENDED FREIGHT
1	29	140	21	24.0	116.00	19.71	49.95	72,600	\$ 29,928	\$ 29,928	\$ 3,825
1	29B	135	21	22.0	113.00	19.71	48.87	68,400	\$ 28,433	\$ 28,433	\$ 3,825
1	30	135	24	24.0	111.00	24.03	53.19	90,700	\$ 66,082	\$ 66,082	\$ 3,743
5	31 32 33 34 35	135	21	23.0	112.00	19.71	48.87	68,400	\$ 27,600	\$ 138,000	\$ 19,125
1	36	125	32	23.0	102.00	27.27	54.27	75,900	\$ 30,198	\$ 30,198	\$ 3,825
<b>9</b>										Poles \$	<b>292,641</b>
										Freight \$	<b>34,343</b>
										\$	<b>326,983</b>

**Notes:**

- Prices do not include sales tax or use tax.
- STR# 30 is a two-section pole: Top Section = 40,200#, Bot Section = 50,700#.
- Delivery 16-18 weeks after receipt of approved drawings.  
poles to be unloaded by JEA/Contractor within 4 hours of scheduled delivery time to avoid detention charges.
- Pricing includes the spun concrete pole, freight (separate line item), through holes, step bolts, galv pointed pole cap & internal ground wire.  
Pricing also includes 1" & 7/8" DCIP Inserts as needed.  
Pricing does not include pole/attachment hardware, mounting brackets, lights, lighting equipment, or signed and sealed foundation/PE drawings.
- Quote is valid for 30 days.
- The poles were designed based on JEA received specifications. Valmont is providing the PLD files with this quote.
- Any future changes in the pole designs or project requirements may result in a change in price.
- Valmont Newmark is providing proposed T's & C's with this quote. These agreed to terms have been used on previous Valmont/ JEA orders.

Contract Terms & Conditions

For

JEA and Valmont for the Purchase of Engineered Equipment

Dated 8/16/2019



1.0 The follow terms and conditions are mutually agreed to by JEA (Customer) and Valmont Newmark (Company) for the supply of engineering concrete poles

## 1.1 DEFINITIONS

### 1.1.1 Definitions [JEA-C457]

Words and terms defined in this section shall have the same meaning throughout all parts of the Contract Documents. Where intended to convey the meaning consistent with that set forth in its definition, a defined word or term is marked by initial capitalization. The "Technical Specifications" part may define additional words and terms where necessary to clarify the Work. Unless otherwise stated in the Contract Documents, definitions set forth in the "Technical Specifications" shall apply only within the "Technical Specifications."

### 1.1.2 Definition: Acceptance [JEA-C221]

JEA's written notice by the Contract Administrator to the Company that all Work as specified in the Contract has been completed in accordance with the Technical Specifications for the Work. Approval or recognition of the Company meeting a Milestone or interim step does not constitute Acceptance of that portion of Work. Acceptance is only applicable to the entirety of Work as specified in the Contract. Except as otherwise expressly provided in the Contract Documents, acceptance does not in anyway limit JEA's rights under the Contract or applicable laws, rules and regulations.

### 1.1.3 Definition: Addendum/Addenda [JEA-C222]

A change or changes to the Solicitation issued in writing by the JEA Procurement Department and incorporated into the Solicitation and Contract Documents.

### 1.1.4 Definition: Award [JEA-C225]

The issuance of a Purchase Order by the JEA Procurement Department to the Company notifying the Company that it has been authorized by JEA to perform the Work.

### 1.1.5 Definition: Bid Document [JEA-C226]

The section of the Solicitation titled Bid Document, completed in its entirety and in accordance with the Solicitation, and submitted to JEA as the Company's offer which includes Bid forms, certifications and other required submittals.

### 1.1.6 Definition: Bid or Proposal [JEA-C228]

The document describing the Bidder's offer submitted in response to this Solicitation. Bid and Proposal shall be considered synonymous for the purpose of this Contract.

### 1.1.7 Definition: Bid Price [JEA-C229]

The total dollar amount of the Bidder's offer including, but not limited to, all labor, materials, overheads, profits, other expense, and any and all other cost items incurred by the Bidder in successfully performing the Work in accordance with the Contract Documents.

### 1.1.8 Definition: Bid Section [JEA-C227]

The office located at 21 West Church Street, Jacksonville, FL, on the first floor of the JEA Tower building, and where Bids are administered and received.

### 1.1.9 Definition: Bidder or Proposer [JEA-C230]

The respondent to this Solicitation. Bidder and Proposer shall be considered synonymous for the purpose of this Solicitation.

### 1.1.10 Definition: Change Order [JEA-C231]

A written order issued by the JEA Procurement Department after execution of the Contract to the Company signed by the Contract Administrator or his designated representative, accepted by the Company in writing, and authorizing an addition, deletion, or revision of the Work, or an adjustment in the Contract Price or the Contract Time. Change Orders do not authorize expenditures greater than the monies encumbered by JEA, which is shown on the associated Purchase Order(s). An executed Change Order resolves all issues related to price and time for the work included in the Change Order.

### 1.1.11 Definition: Company [JEA-C232]

The legal person, firm, corporation or any other entity or business relationship with whom JEA has executed the Contract. Where the word "Company" is used it shall also include permitted assigns. Contractor and Company shall be considered synonymous for the purpose of the Contract.

1.1.12 Definition: Company Representative [JEA-C233]

The individual responsible for representing the Company in all activities concerning the fulfillment and administration of the Contract.

1.1.13 Definition: Company Supervisor [JEA-C234]

The individual, employed or contracted by the Company, to manage the Work on a day-to-day basis and ensure the Work is performed according to the Contract. The Company Supervisor may be authorized by the Company Representative to act on Contract matters. Such authorization shall be in writing and delivered to the Contract Administrator and shall clearly state the limitations of any such authorization. In the event that the Company Supervisor and the Company Representative is the same person, the Company shall notify the Contract Administrator of such situation.

1.1.14 Definition: Contract [JEA-C235] \*\*\*

The agreement between the Company and JEA as evidenced by this Contract including Exhibits

1.1.15 Definition: Contract Administrator [JEA-C236]

The individual assigned by JEA to have authority over the Contract, including the authority to negotiate all elements of the Contract with the Company, authorize Change Orders within the maximum amount awarded, terminate the Contract, seek remedies for nonperformance including termination, and otherwise act on behalf of JEA in all matters regarding the Contract. The Contract Administrator may authorize JEA Representative in writing to make minor changes to Field Work with the intent of preventing Work disruption.

1.1.16 Definition: Contract Documents [JEA-C237]

Contract Documents means the Contract and any written Change Orders, amendments or Purchase Orders executed by JEA.

1.1.17 Definition: Contract Price [JEA-C238]

The total amount payable to the Company under the Contract, as set forth in Exhibit A.

1.1.18 Definition: Contract Time [JEA-C239]

The number of calendar days or the period of time from when the written Notice to Proceed is issued to the Company, to the date Company has agreed to complete the Work, as set forth in the Contract Documents.

1.1.19 Definition: Defect [JEA-C242]

Work that fails to meet the requirements for the Work as set forth in the Technical Specifications.

1.1.20 Definition: Final Completion [JEA-C246]

The point in time after JEA has Accepted the Work, in accordance with Section 6.5, Acceptance,, and the Company has fulfilled all requirements of the Contract Documents.

1.1.21 Definition: Holidays [JEA-C247]

The following days: New Year's Day, Martin Luther King's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day

1.1.22 Definition: Invoice [JEA-C249]

A document seeking payment to Company from JEA for all or a portion of the Work, in accordance with the Contract Documents, and including at a minimum the following items: the Company name and address, a description of the product(s) or service(s) rendered, a valid JEA PO number, the amount payable, the payee name and address, any associated JSEB forms and any other supporting documentation required by the Contract Documents.

1.1.23 Definition: JEA [JEA-C250]

JEA on its own behalf, and when the Work involves St. Johns River Power Park (SJRPP), as agent for Florida Power & Light Company (FPL). JEA and FPL are co-owners of SJRPP.

1.1.24 Definition: JEA Representatives [JEA-C253]

The Contract Administrator, Contract Inspector, Contract Administrator's Representative, JEA Engineer, Field Engineer, Project Manager, and other persons designated by the Contract Administrator as JEA Representatives acting in a capacity related to the Work or Contract under the authority of the Contract Administrator.

1.1.25 Definition: Milestone [JEA-C254]

A point in time representing a key or important intermediate event in the Work. A Milestone is to be capable of validation by meeting all of the items prescribed in a defining checklist as agreed to in writing by JEA.

1.1.26 Definition: Overtime [JEA-C256]

Work approved in writing by the Contract Administrator that is required to be performed beyond an employee's scheduled workday or work week, including Work performed on Holidays.

1.1.27 Definition: Payment and Performance Bond [JEA-C257]

The common-law Performance Bond and the statutory Payment Bond contemplated by Section 255.05, Florida Statutes in the form required by JEA.

1.1.28 Definition: Performance - Acceptable Performance/Performer [JEA-C258]

The Company averages more than 2.80 and less than 4.0 across all performance scorecard evaluation metrics, and does not receive a score of less than 2.0 on any metric.

1.1.29 Definition: Performance - Top Performance/Performer [JEA-C259]

The Company averages 4.0 or more across all scorecard evaluation metrics and does not receive a score of less than 4.0 on any one metric. Continuous performance for six months or more at Top Performance, or intermittent performance on at least three Contracts performed over at least a six-month period at Top Performer levels, qualifies the Company for designation as a JEA Blue Ribbon Vendor. JEA Blue Ribbon Vendors receive special promotional recognition from JEA.

1.1.30 Definition: Performance - Unacceptable Performance/Performer [JEA-C260]

The Company averages less than 2.80 across all scorecard evaluation metrics, or scores a 1.0 on any one metric regardless of average, or receives a score of 2.0 on the same metric on two sequential performance evaluations.

1.1.31 Definition: Pre-Work Meeting [JEA-C261]

A meeting conducted after Award and prior to the start of any Field Work between JEA and the Company. The purpose of the meeting may include, but is not limited to orientation, schedule, certification and permitting, and other preparatory or Work execution details.

1.1.32 Definition: Purchase Order (PO) [JEA-C263]

A Work authorization document issued by the JEA Procurement Department with the words "Purchase Order" clearly marked across the top, a PO number used for reference shown on the front, a description of the Work or a listing of the applicable Contract Documents, an authorized JEA signature and stating the amount of lawfully authorized funds. Purchase Orders are the only documents that authorize changes to the total amount authorized on the Contract. [Comment: Should the references to "Purchase Orders" be changed to "Change Orders"??]

1.1.33 Definition: Quality Assurance [JEA-C265]

Actions that JEA takes to assess the Company's performance under the Contract.

1.1.34 Definition: Quality Control [JEA-C266]

Actions that the Company takes to ensure it successfully completes the Work in full accordance with the requirements of the Technical Specifications.

1.1.35 Definition: Solicitation [JEA-C270]

The document (which may be electronic) issued by the JEA Procurement Department to solicit Bids or Proposals from Bidders that includes, but is not limited to, the Bid Document, samples of documents and Addenda.

1.1.36 Definition: Subcontractor [JEA-C271]

A provider of services performing Work under contract for the Company.

1.1.37 [Intentionally Omitted]

1.1.38 Definition: Summary Schedule [JEA-C273]

A diagram displaying the Milestones for the Work graphically positioned on a timeline, showing at a minimum the calendar dates on which each Milestone is scheduled to be completed for Acceptance.

1.1.39 Definition: Term [JEA-C274]

The period of time during which the Contract is in force, from formal notice of Award to Final Completion, or termination. In some cases, and as expressly stated, some of the Contract requirements may extend beyond the Term of the Contract.

1.1.40 Definition: Unit Prices [JEA-C275]

The Bidder's charges, rounded to the nearest cent, to JEA for the performance of each respective unit of Work as defined on the Bid Documents for all items required for successfully performing the Work through Acceptance.

1.1.41 Definition: Work [JEA-C276]

Work includes all Services (defined as any technical, field and/or other services the Company is to perform as specifically described in the Contract Documents), Poles (defined as spun concrete utility poles and related attachments and hardware, all as specifically listed in the Contract Documents), and responsibilities to be furnished or performed by the Company under the Contract.

1.1.42 Definition: Work Location [JEA-C277]

The place or places where the Work is performed, excluding the properties of the Company and/or the Subcontractor(s).

1.2 SECTION TITLE: ACCEPTANCE [JEA-512]

1.2.1 Acceptance of Work - After Receipt, Inspection, Usage and Testing [JEA-C279] \*\*\*

The Contract Administrator will make the determination when Work is completed and there is Acceptance by JEA. Acceptance will be made by JEA only in writing, and after adequate time to ensure Work is performed in accordance with Contract Documents. JEA will reject any Poles delivered by Company that are not in accordance with the requirements of the Technical Specifications, and shall not be deemed to have accepted any Poles until JEA has had reasonable time to inspect them following delivery. Any Poles delivered by Company to the destination point specified in the Contract Documents will be deemed Accepted on the thirtieth (30<sup>th</sup>) day following delivery unless JEA provides written notice of rejection of the Poles to Company prior to the expiration of such thirty (30) day period. ~~or, if later, within a reasonable time after any latent defect in the items has become apparent. JEA may partially accept the Work items. If JEA elects to accept nonconforming items, it may in addition to other remedies, be entitled to deduct a reasonable amount from the price as compensation for the nonconformity~~ Any Acceptance by JEA of the Work, or any portion thereof, even if nonconditional, shall not be deemed a waiver, or settlement or acceptance of any Defect in the Work.

Specifically, the following shall be required prior to Acceptance:

- Poles shall be delivered to the job site(s) as coordinated by the Contractor representing JEA
- Poles shall be inspected and approved by the JEA Project Engineer to ensure that they conform with the manufacturer's shop drawings

1.2.2 [Intentionally Omitted]

1.3 SECTION TITLE: PRICE & PAYMENTS [JEA-513]

1.3.1 Certificate of Contract Completion and Final Payment [JEA-C281]

The Company shall complete and submit to JEA the Certificate of Contract Completion as notice that the Work, including the correction of all known deficiencies in the Work, is complete. By submitting the certificate, the Company certifies the following:

- that the Work has been completed in accordance with the Contract Documents;
- that no liens have attached against the property and improvements of JEA;
- that no notice of intention to claim liens are outstanding;
- that no suits are pending by reason of the Work;
- that all workers' compensation claims known to the Company have been reported to JEA;
- that the surety provides a release; and
- that no known public liability claims are pending.

The Company shall submit its final Invoice and the "Consent of Surety for Release of Retainage", if applicable, with the completed Certificate of Contract Completion. JEA shall make final payment on the Contract in accordance with the provisions of the Contract.

1.3.2 Invoicing and Payment Terms [JEA-C474]

The Company shall submit all Invoices or Applications for Payment using JEA's prescribed forms and format and in accordance with the payment method agreed upon in these Contract Documents. JEA will pay the Company the amount

requested within 30 calendar days after receipt of an Invoice from the Company subject to the provisions stated below.

JEA may reject any Invoice or Application for Payment within 20 calendar days after receipt. JEA will return the Invoice or Application for Payment to the Company stating the reasons for rejection. Upon receipt of an acceptable revised Invoice or Application for Payment, JEA will pay the Company the revised amount within 10 days.

JEA may withhold payment if the Company is in violation of any conditions or terms of the Contract Documents.

In the case of early termination of the Contract, all payments made by JEA against the Contract Price prior to notice of termination shall be credited to the amount, if any, due the Company. If the parties determine that the sum of all previous payments and credits exceeds the sum due the Company, the Company shall refund the excess amount to JEA within 10 days of determination or written notice.

1.3.3 Payment and Performance Bond [JEA-C284]  
Not Used.

1.3.4 Payment Method – UPON DELIVERY

For each Pole on the Purchase Order the company shall submit to JEA an Invoice for one hundred percent (100%) of the Purchase Order Price corresponding to each delivery. All payments shall be reviewed and approved by JEA's Engineer. The Milestone payment schedule associated with each Purchase Order Work or Services is provided below:

Milestone #	Description	Percent
1	Upon Delivery on a per item basis	100%

\*Company may submit one invoice with multiple items, after delivery has been made

1.3.5 Taxes [JEA-C292]

JEA is authorized to self-accrue the Florida Sales and Use Tax (Direct Payment Certificate Number 0138) and is exempt from Manufacturer's Federal Excise Tax when purchasing tangible personal property for its direct consumption.

Work is exempt from Florida Sales and Use Tax due to performance for multifuel generation facilities, JEA will provide the Company affidavit of such and the Company shall not include the price in its Bid.

1.4 SECTION TITLE: PERFORMANCE [JEA-514]

1.4.1 Company Representatives [JEA-C298]

The Company shall provide JEA with the name and responsibilities of the Company Representative, in writing after Award of the Contract and before starting the Work under the Contract. Should the Company need to change the Company Representative, the Company shall promptly notify JEA in writing of the change.

1.4.2 Completion of Work (PO) [JEA-C425]

The Company shall begin Work within 10 days per the date found on the agreed upon Purchase Order from JEA to begin Work, and shall complete the Work by the date set forth in the Contract Documents. The Company further understands and agrees that time is of essence with respect to the Final Completion date and should the Company fail to complete the Work on or before the date established for Final Completion due solely to the Company's fault, the Company shall be solely responsible for additional costs as defined in the Contract.

1.4.3 Emergency Events [JEA-C306]

In the event that a system-wide emergency arises during the Term of this Contract for which JEA requires assistance from the Company including, but not limited to, severe storms, large-scale fires, floods, and terrorist attacks, the Company acknowledges the importance of JEA infrastructure and agrees to support restoration efforts of JEA. The Contract Administrator shall notify the Company when an emergency event occurs. In the event conditions are such that an emergency event is likely in progress, but the Company has not been notified by the Contract Administrator, the Company shall make all efforts to contact a JEA Representative to determine if and how it should respond. JEA agrees to reimburse the Company per the Company's current published rates, as a result of supporting JEA during the emergency event.

1.4.4 Licenses [JEA-C314]

The Company shall comply with all licensing and/or certification requirements pursuant to applicable laws, rules and regulations in effect on the Effective Date of the Contract. The Company shall secure all licenses as required for the

performance of the Work and shall pay all fees associated with securing them. The Company shall produce written evidence of licenses and other certifications immediately upon request from JEA.

#### 1.4.5 Limitation of Accuracy of Informational Materials [JEA-568]

For all drawings, test results, inspections, and other informational materials included as part of the Contract Documents, the Company understands and agrees that any existing facilities shown, including underground, overhead, and surface structures, and other delineations, and any other informational items provided as part of the Contract Documents are for reference only and are not to be used by the Company as the only indication of Work conditions.

#### 1.4.6 Pre-Work Meeting and Progress Meetings [JEA-C320]

Not Used.

#### 1.4.7 Reporting [JEA-C325]

The Company shall provide the reports as defined in the Contract Documents.

Specifically, the company shall provide a Quality Control Report for each Pole to be provided so that it can be verified that the Poles meet the Technical Specifications.

Where the reporting frequency is daily, reports shall be submitted by noon of the following workday. Where the reporting frequency is weekly, reports are due by Monday at noon, covering the prior workweek. Where Monday is a Holiday, the reports are due at noon on the next workday. Where reports are due monthly, reports are due by noon on the first business day of each month. Sample forms for reports may be included in the Contract Documents. Where they are included they are to be used. Where they are not included, the Company shall provide a sample of its proposed report format for each report to the Contract Administrator at least one-week prior to its initial due date. The Contract Administrator will review and either approve or reject use of the report. Where proposed report is rejected, Company shall resubmit revised report formats, until Contract Administrator approves format. Reporting cycle shall begin upon PO date, or, if used, date of Notice to Proceed.

Where the Contract calls for reports to be submitted by Company, such reports shall be submitted electronically via email to the Contract Administrator.

#### 1.4.8 Safety and Protection Precautions [JEA-C329]

The Company shall comply with all applicable federal, state and local laws, ordinances, all JEA procedures and policies, all as in effect on the Effect date of the Contract, including, but not limited to, JEA's Contractor Safety Management Process (available at JEA.com), and orders of any public body having jurisdiction for the safety of persons or protection of property. The Company understands and agrees that violation of any provision of this clause is grounds for immediate termination of the Contract.

The Company shall only use those Subcontractors who have met JEA Safety Prequalification requirements per the JEA Contractor Safety Management Process. The Company shall ensure that Subcontractors and their personnel have all the necessary personal protective equipment and training needed to perform Work safely.

The Company understands and agrees that JEA Representatives may stop Work at any time that JEA, at its sole discretion, considers the Company's on-site Services Work to be unsafe or a risk to property, and to direct the Company to, at a minimum, perform as directed in such a way as to render the Work environment safe. The Company understands and agrees that it is responsible for paying all costs associated with providing a safe work environment including, but not limited to, any costs associated with any JEA directed safety improvements. The Company further understands and agrees that it is solely responsible for the safety of personnel and property associated with the Work, and that any actions taken by JEA to prevent harm to persons or damage to equipment does not, in any way, relieve the Company of this responsibility.

The Company Representative, or alternatively, the Company Supervisor, shall be designated as the Company's individual responsible for the prevention of accidents at any Work Locations at which Work is performed by Company personnel.

The Company shall notify the police and fire departments as to its Work Location in order to ensure prompt response in an emergency.

#### 1.4.9 Schedules - Milestone [JEA-C331]

The Company shall submit a Summary Schedule to JEA prior to starting the Work indicating the starting and completion dates of the major activities of the Work. The Company shall update the Summary Schedule at least once per week and submit the updated Summary Schedule weekly to the Contract Administrator.

#### 1.4.10 Storm Preparedness [JEA-C462]

Not used.

#### 1.4.11 Unforeseen Conditions [JEA-569]

The Company understands and agrees that it is its responsibility to conduct due diligence prior to the Work. Such due diligence includes verifying all measurements and dimensions, the accuracy of drawings, and other informational materials provided in the Contract Documents; provided, however, that Company may rely upon and assume the accuracy of the Technical Specifications and any other information provided by JEA to Company for purposes of designing and engineering the Poles Company is supplying to JEA under the Contract Documents, and any other causes for existing or potential changes to the Work prior to initiating the Work. In the event that the Work must be changed due to the Company's failure to fulfill the above requirements, the Company understands and agrees that it will be responsible for all costs associated with the changed condition.

In the event, however, that the Company exercises the requisite due diligence and a change to the Work becomes necessary resulting from conditions that are clearly unforeseen and that could not have been discovered, the costs for adjusting the Work in response to such unforeseen conditions shall be addressed as stated herein in "Change in the Work" JEA-164.

#### 1.4.12 Vendor Performance Evaluation [JEA-C338]

##### Use of Vendor Performance Evaluation Scorecards

JEA may evaluate the Company's performance using the evaluation criteria shown on the vendor scorecard available at JEA Procurement Bid Section, JEA Tower Suite 103, 21 W. Church Street, Jacksonville, FL 32202 or online at JEA.com. Scores for all metrics shown on the evaluation range from a low of 1, meaning significantly deficient performance, to a high of 5, meaning exceptionally good performance. The Company's performance may be classified as Top Performance, Acceptable Performance, or Unacceptable Performance, as defined herein. The evaluator will be a designated JEA employee or JEA contractor familiar with the performance of the Company. The evaluator's supervisor and the Chief Purchasing Officer will review deficient performance letters and Unacceptable Performance scorecards, as described below, prior to issuance. When evaluating the Company's performance, JEA will consider the performance of the Company's Subcontractors and suppliers, as part of the Company's performance.

##### Frequency of Evaluations

JEA may conduct performance evaluations and prepare scorecards in accordance with the procedures described herein at any time during performance of the Work or soon after the completion of the Work. JEA may conduct one or more evaluations determined solely at the discretion of JEA.

##### Unacceptable Performance

If at anytime, JEA determines, using the criteria described on the scorecard, that the performance of the Company is Unacceptable, the Contract Administrator and Chief Purchasing Officer or his designated alternate will notify the Company of such in a letter. The Company shall have 10 days to respond to the Contract Administrator. Such response shall include, and preferably be delivered in-person by an officer of the Company, the specific actions that the Company will take to bring the Company's performance up to at least Acceptable Performance.

Within 30 days from date of the first Unacceptable Performance letter, the Contract Administrator and Chief Purchasing Officer or his designated alternate will notify the Company by letter as to whether its performance, as determined solely by JEA, is meeting expectations, or is continuing to be Unacceptable. If the Company's performance is described in the letter as meeting expectations, no further remedial action is required by the Company, as long as Company's performance continues to be Acceptable.

If the Company's performance as described in the letter continues to be Unacceptable, or is inconsistently Acceptable, then the Company shall have 15 days from date of second letter to demonstrate solely through its performance of the Work, that it has achieved Acceptable Performance. At the end of the 15-day period, JEA will prepare a scorecard documenting the Company's performance from the start of Work, or date of most recent scorecard, whichever is latest, and giving due consideration to improvements the Company has made in its performance, or has failed to make. If the scorecard shows Company's performance is Acceptable, then no further remedial action is required by Company as long as Company's performance remains Acceptable. If the scorecard shows the Company's performance is Unacceptable, JEA will take such actions as it deems appropriate including, but not limited to, terminating the Contract for breach, suspending the Company from bidding on any JEA related solicitations, and other remedies available in the JEA Purchasing Code and in law. Such action does not relieve the Company of its obligations under the Contract, nor does it preclude an earlier termination.

In the event that the Contract Term or the remaining Term of the Contract does not allow for the completion of the deficient

performance notification cycles described above for those in danger of receiving an Unacceptable Performance scorecard, JEA may choose to accelerate these cycles at its sole discretion.

If the Company receives five or more letters of deficiency within any 12 month period, then JEA will prepare a scorecard describing the deficiencies and the Company's performance will be scored as Unacceptable.

#### Acceptable Performance

JEA expects the Company's performance to be at a minimum Acceptable.

#### Top Performance

Where the Company is able to demonstrate consistent Top Performance for a period of not less than six months, JEA shall recognize the Company, by inducting the Company as a JEA Blue Ribbon Supplier. JEA Blue Ribbon Suppliers are, to the extent reasonably possible and practical, provided preferential consideration when awarding emergency-related work that cannot be competitively publicly bid. JEA Blue Ribbon Suppliers, may also be subject to consideration for a reduction in lower retainage and bonding requirements after Award, as determined by the Chief Purchasing Officer at the time of Award.

#### Disputes

In the event that the Company wants to dispute the results of its scorecard performance evaluation, the Company must submit a letter to the Chief Purchasing Officer supplying supplemental information that it believes JEA failed to take into account when preparing the scorecard. Such letter, along with supplemental information, must be submitted no later than 10 days following the Company's receipt of the scorecard. If the Chief Purchasing Officer decides to change the scorecard, the Company will be notified and a revised scorecard will be prepared, with a copy issued to the Company. If the Chief Purchasing Officer decides that no change is warranted, the decision of the Chief Purchasing Officer is final. If the Company is to be suspended from consideration for future award of any contracts, the Company may appeal to the Procurement Appeals Board as per JEA Purchasing Code.

There can be no expectation of confidentiality of performance-related data in that all performance-related data is subject to disclosure pursuant to Florida Public Records Laws. All scorecards are the property of JEA.

#### 1.4.13 Work Schedules [JEA-C353]

The Approved Schedule, as defined in the Contract Documents and agreed upon by JEA and the Company, is established on the basis of working five days per week, single shift, eight hours per day or four days per week, single shift, 10 hours per day. JEA may require the Company to base its schedule on an accelerated Work schedule or multiple shifts. The Company shall not schedule work on Holidays without obtaining prior written approval from JEA.

The Company shall, at no additional cost to JEA, increase or supplement its working force and equipment and perform the Work on an Overtime or multiple shift basis when directed by JEA and upon notification that the Company is behind schedule. The Company shall submit a revised schedule in writing demonstrating the Company's schedule recovery plans.

The Company understands and agrees that the rate of progress set forth in the Approved Schedule already allows for ordinary delays incident to the Work. No extension of the Contract Time will be made for ordinary delays, inclement weather, or accidents, and the occurrence of such events will not relieve the Company from requirement of meeting the Approved Schedule. The Company will be given schedule relief when the delays are caused by JEA or any of JEA's agents or other contractors or are due to a force majeure event described in Section 6.17.10. If JEA requests schedule delays for their convenience, Company will be given schedule and price relief for these delays.

#### 1.5 SECTION TITLE: JSEB CERTIFIED FIRMS [JEA-515]

Note Used

##### 1.5.1 Optional Use of Jacksonville Small Emerging Business (JSEB) Qualified Firms [JEA-C469]

Not used.

#### 1.6 SECTION TITLE: JEA FURNISHED ITEMS [JEA-516]

##### 1.6.1 Conditions of Provisioning [JEA-C356]

The Company understands and agrees that it shall be solely responsible for providing everything necessary to perform the Work and to be in full compliance with the Contract Documents, except for those items specifically listed herein as being provided by JEA.

Any use of JEA furnished items on non-JEA work is a breach of the Contract and a violation of the law. All JEA furnished



items are the property of JEA when issued, stored by Company, and used in performance of the Work. The Company agrees that it shall use all JEA furnished items in a manner consistent with industry practice, codes, laws, considering the condition of the JEA furnished item, the skills of the individuals using the JEA furnished item, and all environmental conditions. The Company understands and agrees that where JEA and the Company shall share JEA furnished items, JEA usage shall always have priority over Company usage, and the Contract Administrator shall have sole authority to resolve any usage dispute and such resolution shall not result in any claim by Company.

The Company agrees to return to JEA, and to the location as established by a JEA Representative, any unused or salvageable items prior to final payment. The Company agrees that JEA has the right to audit and investigate the Company at any time how the Company is using JEA furnished items. JEA will bill the Company for unaccountable JEA furnished material at the current JEA cost.

1.6.2 Access to Work Locations [JEA-357]

JEA will provide, as indicated in the Contract Documents, and no later than the date when needed by the Company, access to the Work Location, including rights-of-way or access thereto, and such other lands that are designated for the Company's use. JEA will secure easements for permanent structures or permanent changes in existing facilities, unless otherwise specified in the Contract Documents.

1.6.3 Compressed Air [JEA-359]

Not used.

1.6.4 Electricity [JEA-363]

Not Used.

1.6.5 Parking [JEA-378] \*\*\*

Parking for pole delivery trucks will be made available by the contractor representing JEA.

1.6.6 Temporary Storage - Inside [JEA-390]

Not Used.

1.6.7 Potable Water [JEA-380]

Not Used.

1.7 SECTION TITLE: FREIGHT, SHIPPING & STORAGE [JEA-517]

1.7.1 Shipping - FOB Destination [JEA-C149]

Items are purchased F.O.B. destination. The Company shall ensure the following:

- (a) Pack and mark the shipment to comply with the Contract specifications; or in the absence of specifications in the Contract Documents, prepare the shipment in conformance with carrier requirements;
- (b) Prepare and distribute commercial bills of lading;
- (c) Deliver the shipment in good order and condition to the point of delivery specified in the Contract;
- (d) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by JEA Representative at the delivery point specified in the Contract;
- (e) Be responsible for obtaining any permits required for transportation to the point of delivery specified in the Contract.
- (f) Furnish a delivery schedule and designate the mode of delivering carrier; and
- (g) Pay and bear all charges to the specified point of delivery.

1.7.2 Title and Risk of Loss [JEA-C154]

Ownership, risks of damage to or loss of the Work shall pass to JEA upon delivery of the Work, or any portion thereof, to destination point specified in the Contract. The Company shall assume all risk of loss or damage to the Work while items are in transit to the specified delivery point.

JEA's receipt or delivery of any equipment or other materials will not constitute JEA's Acceptance of the Work and will not constitute a waiver by JEA of any right, claim or remedy. In the event of loss or damage to the Work, the Company shall bear all costs associated with any loss or damage until Delivery of Work to the destination point specified in the Contract.

For equipment and materials removed from JEA sites or the Work locations for repairs, service or duplication, JEA will retain the title to equipment and materials removed.

## 1.8 SECTION TITLE: INSURANCE & INDEMNITIES [JEA-518]

### 1.8.1 Mutual Indemnification & Limitation of Liability

Company shall hold harmless, indemnify, and defend JEA against any claim, action, loss, damage, injury, liability, cost and expense (including, but not by way of limitation, reasonable attorney's fees and court costs) arising out of claims by third parties on account of injury (whether mental or corporeal) to persons, including death, or damage to property, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Company and any person or entity used by Company in the performance of this Contract or Work performed thereunder.

JEA shall likewise indemnify, hold harmless, and defend the Company against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, reasonable attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to third party property, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the JEA and any person or entity used by JEA while engaged in activities related to this Contract.

In the event such damage or injury is caused by the joint or concurrent negligence of JEA and/or the Company, the loss or expense shall be borne by each party in proportion to its degree of negligence in accordance with Section 768.28 Fla. Stat., the Uniform Contribution Among Tortfeasors Act and subject to the Limitations of Liabilities defined below.

In case of third party claims, either party will provide the other reasonable notice of any third party claims.

In no event, whether as a result of breach of contract, indemnity, warranty, tort, strict liability or otherwise, shall Company's liability to JEA for any loss or damage arising out of, or resulting from this Contract, or from its performance or breach, or from the products or services furnished hereunder, exceed the Contract Price, and except as to title, any such liability shall terminate upon three years from the expiration of the applicable warranty period.

In no event, whether as a result of breach of contract, indemnity, warranty, tort, strict liability or otherwise, shall Company be liable for any special, consequential, incidental or penal damages including, but not limited to, loss of profit or revenues, loss of use of the products or any associated equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, downtime costs, or claims of JEA or FPL's customers for such damages.

Indemnification and Sovereign Immunity: Notwithstanding any other term or condition of this Agreement, JEA's indemnification obligation shall be for tort claims only, subject to the provisions and limitations of Section 768.28, Florida Statutes.

### 1.8.2 Insurance Requirements [JEA-C159] \*\*\*

Before starting and until Acceptance of the Work by JEA, and without further limiting its liability under the Contract, Company shall procure and maintain at its sole expense, insurance of the types and in the minimum amounts stated below:

<u>Schedule</u>	<u>Amount</u>
<u>Workers' Compensation</u>	
Florida Statutory coverage and Employer's Liability (including appropriate Federal Acts)	Statutory Limits (Workers' Compensation) \$500,000 each accident (Employer's Liability)
<u>Commercial General Liability</u>	
Premises-Operations	\$1,000,000 each occurrence
Products-Completed Operations	\$2,000,000 annual aggregate for bodily injury and property damage, combined single limit
Contractual Liability	
Independent Contractors	
Broad Form Property Damage	
Explosion, Collapse and Underground Hazards (XCU Coverage) as appropriate	
<u>Automobile Liability</u>	

All autos-owned, hired,  
or non-owned

\$1,000,000 each occurrence, combined single limit

Excess or Umbrella Liability

\$3,000,000 each occurrence and annual aggregate

Company's Commercial General Liability and Excess or Umbrella Liability policies shall be effective for two years after Work is complete. The above Indemnification and Limitation of Liability provisions are separate and are not limited by the type of insurance or insurance amounts stated above.

Company shall specify JEA as additional insured for all coverage's except Workers' Compensation and Employer's Liability, but only to the extent of Company's indemnifications obligations as stated herein. Such insurance shall be primary to any and all other insurance or self-insurance maintained by JEA. Company shall include a Waiver of Subrogation on Commercial General and Automobile Liability and their associated Excess/Umbrella policies insurance in favor of JEA, its governing board, officers, employees, agents, successors and assigns to the extent protections are provided such parties as additional insureds.

Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to JEA. Prior to commencing any Work under this Contract, certificates evidencing the maintenance of the insurance shall be furnished to JEA for approval. The insurance certificate shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until 30 days after receipt of written notice by JEA. Failure by JEA to demand such certificates or other evidence of full compliance with these insurance requirements or failure of JEA to indemnify deficiencies from evidence provided, shall not be construed as a waiver of the Company's obligation to maintain such insurance. If the Company fails to maintain the insurance as set forth herein, the Company understands and agrees that JEA will have the right, but not the obligation, to purchase said insurance at the Company's full expense, including administrative and other costs incurred by JEA. Alternately, the Company's failure to maintain the required insurance may result in termination of the Contract. For all coverages required to remain in full-force after the Contract Term, the Company shall provide additional certificates as necessary to evidence such continuation, at anytime during the stipulated coverage period.

Company's certificates of insurance shall be mailed to JEA (Attn. Procurement Services), Customer Care Center, 6<sup>th</sup> Floor, 21 West Church Street, Jacksonville, FL 32202-3139.

The insurance certificates shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until 30 days after receipt of written notice by JEA.

1.9 SECTION TITLE: CHANGES TO WORK [JEA-519]

1.9.1 Change in the Work [JEA-C164]

To request or claim any change in the Work including, but not limited to change in scope, quantities, pricing, or schedules, the Company shall submit a letter to the Contract Administrator stating such request or claim. JEA shall have the right to approve or disapprove any request or claim for change as it deems necessary and in its best interests consistent with the other Contract requirements. Whether requested by the Company, claimed by the Company, or contemplated by JEA, no change shall be authorized unless made on a JEA Change Order signed by the Contract Administrator and the Company Representative or through a formal written amendment to this Contract.

In the event of an emergency endangering life or property where it is appropriate for the Company to take action, the Company shall undertake such actions to preserve life and property. JEA and the Company will determine after emergency is concluded, the extent of out-of-scope work performed by Company, and the Contract Administrator will issue a Change Order or amend the Contract for such work, if any and as necessary.

All requests for changes filed by the Company shall be in writing delivered to the Contract Administrator within 10 working days of when the event that prompted the claim was discovered. Upon receipt of the Company's claim notification, Contract Administrator will provide written direction as to the procedures that will be used to address the request. The Company's request shall be sufficiently detailed including itemized costs, condition and work descriptions and other information necessary to evaluate the merits of the claim. The Contract Administrator may reject requests providing insufficient supporting information. Any change in the Contract resulting from the request will be incorporated into the Contract via a Change Order or Purchase Order.

Prior to the Change Order being performed the value of work covered by a Change Order using one of the following

methods:

- a. Where the work is covered by established Unit Prices contained in the Contract, the Unit Price will be applied to the quantity of work,
- b. By mutual acceptance of lump sum price,
- c. By actual cost and a mutually acceptable fixed amount for overhead and profit, or

Where Bid Price was based on estimates quantities, prior to making final payment, JEA will determine actual quantities using sampling, surveying and other industry recognized means and prepare a Change Order adjusting the price to reflect actual volumes.

The Company shall immediately notify the Contract Administrator in writing of any unauthorized change in the scope of the Work or significant change in the quantities of the Work that may increase the Contract Price, require an extension of Work schedule, or negatively impact permitting or other regulatory requirements.

The Work schedule may be changed only by a Change Order or Purchase Order. The Company's request or claim for a Work schedule adjustment shall be in writing delivered to the Contract Administrator within five working days following the discovery of the event that prompted the claim. Where accepted by JEA, changes to Work schedule will only adjust for critical path impacts. Failure to include the necessary critical path analysis with request shall be grounds for rejecting the claim. The path of critical events mentioned herein means the series of interdependent Work events that must be sequentially performed and that require a longer total time to perform than any other such series. Upon receipt of the Company's request for a change in the Work schedule, the Contract Administrator will provide any additional directions in writing detailing the procedures that will be used to resolve the request, including provision of time impact or manpower and equipment loading schedules. Where JEA and the Company are unable to reach a mutually acceptable resolution of request, JEA will make a commercially reasonable determination, made in accordance with JEA's Purchasing Code, which shall be final.

All Work defined on Change Orders shall be subject to the conditions of the Contract, unless specifically noted on the Change Order.

#### 1.9.2 Company Review of Project Requirements [JEA-C165]

The Company shall review the Technical Specifications prior to commencing Work. The Company shall immediately notify the Contract Administrator in writing of any conflict with applicable law, or any error, inconsistency or omission it may discover. JEA will promptly review the alleged conflicts, errors, inconsistencies or omissions, and issue a Change Order or Purchase Order as appropriate if JEA is in agreement with the alleged conflict, and issue revised Technical Specifications. Any Work the Company performs prior to receipt of approved Change Order will be at the Company's sole risk.

#### 1.9.3 No Damage for Delay [JEA-C160]

Damage, loss, expense or delay incurred or experienced by the Company in the prosecution of the Work by reason of unforeseen circumstances, unanticipated difficulties and obstructions or other mischances that are generally considered to be part of the usual hazards associated with Work shall be borne entirely by the Company and shall not be the subject of any claim for additional compensation or change in Approved Schedule, unless stipulated otherwise in the Contract Documents.

The Company agrees that its remedy for any claims, damages or losses related to any delay, disruption or hindrance alleged to be caused by JEA or any of JEA's agents or other contractors, shall be an extension of the Contract completion date and reasonable additional compensation.

Any demand for equitable adjustment must be served in writing to JEA within five days of discovery of the event giving rise to any delay, disruption or hindrance. Any request for an equitable adjustment shall be accompanied by a logical time impact analysis, demonstrating the nature and magnitude of the event to the critical path.

Failure to strictly comply with these requirements shall be deemed a waiver of any right to seek equitable adjustment.

In the event the "no damage for delay" clause is inapplicable, there shall be no recovery for home office overhead and any damages claimed shall be proven by discreet accounting of direct project costs and no theoretical formula or industry estimating reference manuals shall be permissible.

#### 1.9.4 Notification of Surety [JEA-C167]

NOT USED.

1.9.5 Suspension of Work [JEA-C477]

JEA may suspend the performance of the Work rendered by providing the Company with five days written notice of such suspension. Schedules and payments for performance of the Work shall be amended by mutual agreement to reflect such suspension.

1.10 SECTION TITLE: LABOR (Services Work Only) [JEA-520]

1.10.1 Company's Labor Relations [JEA-C169]

The Company shall negotiate and resolve any disputes between the Company and its employees, or anyone representing its employees. The Company shall immediately notify JEA of any actual or potential labor dispute that may affect the Work and shall inform JEA of all actions it is taking to resolve the dispute.

1.10.2 Minimum Qualifications of Company Personnel [JEA-C170]

All Company personnel shall be at a minimum qualified for the tasks they are assigned. All Company personnel shall be able to read, write, speak and understand English. All Company personnel shall act in a professional manner, with due sensitivity to other persons at the Work Location. If JEA, at its sole discretion, determines that a Company person is unqualified, unfit, or otherwise unsuitable for the tasks assigned, the Company shall immediately stop the person from performing the tasks, and replace the person with a qualified individual. The Company shall pay all costs associated with replacing the unqualified person including, but not limited to, termination, recruiting, training, and certification costs.

The Company personnel assigned supervisory roles, and those with increased authority shall be held to strict scrutiny of their qualifications and suitability for their positions. In addition to the other provisions of this clause, the Company shall provide written documentation as to experience, education, licenses, certifications, professional affiliations, and other qualifications of the individual, within one day of request from the Contract Administrator. Any changes to such personnel after approval shall require the written permission of the Contract Administrator.

1.10.3 Nondiscrimination [JEA-C171]

The Company represents that it has adopted and will maintain a policy of nondiscrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employee relations, throughout the Term of this Contract. .

The Company shall comply with the following executive orders, acts, and all rules and regulations implementing said orders or acts, which are by this reference incorporated herein as if set out in their entirety:

- 1) The provisions of Presidential Order 11246, as amended, and the portions of Executive Orders 11701 and 11758 as applicable to Equal Employment Opportunity;
- 2) The provisions of section 503 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act (ADA); and
- 3) The provisions of the Employment and Training of Veterans Act, 38 U.S.C. 4212 (formerly 2012).

The Company agrees that if any of the Work of this Contract will be performed by a Subcontractor, then the provisions of this subsection shall be incorporated into and become a part of the subcontract.

1.10.4 Payment of Overtime [JEA-C172]

Any Overtime required for Company to complete the Work within the Contract Time shall be at the sole cost and expense of Company. If JEA requires the Company to perform Overtime Work in order to complete the Work prior to the Contract Time, the Company shall bill JEA for the Overtime such that only the actual costs incurred by the Company relating to the payment of Overtime premiums, in accordance with the Company's then current overtime pay rates.

Overtime may only be charged to JEA if the Company was directed in writing by the Contract Administrator to incur the Overtime. Such authorization for Overtime shall be accompanied by a Change Order.

1.10.5 Scheduling of Overtime at JEA's Work Location [JEA-C173]

Not Used.

1.10.6 Show-Up Pay [JEA-C174]

In the event that inclement weather prevents the Company from performing Work, the Company may be obligated to pay its crew a show-up pay. The Company shall be solely responsible for providing this pay.

## 1.11 SECTION TITLE: RIGHTS & REMEDIES [JEA-521]

### 1.11.1 Offsets [JEA-C176]

In case the Company is in violation of any requirement of the Contract, JEA may withhold payments that may be due the Company, and may offset existing balances with any JEA incurred costs against funds due the Company under this and any other Company Contract with JEA, as a result of the violation, or other damages as allowed by the Contract Documents and applicable law.

### 1.11.2 Proprietary Information [JEA-C178]

The Company shall not copy, reproduce, or disclose to third parties, except in connection with the Work, any information that JEA furnishes to the Company. The Company shall insert in any subcontract a restriction on the use of all information furnished by JEA. The Company shall not use this information on another project. All information furnished by JEA will be returned to JEA upon completion of the Work.

### 1.11.3 Right to Audit and Financial Reporting [JEA-C327]

The following provisions, other than Audited Financial Statements, shall only apply to Work performed or provided by the Company on other than a unit or fixed price basis.

#### Accounting System

The Company shall establish and maintain a reasonable accounting system that enables JEA to readily identify the Company's assets, expenses, cost of goods, and use of funds.

#### Audited Financial Statements

The Company shall provide to JEA audited financial statements for the most recent fiscal year upon JEA's request, not later than five days after receipt of written request.

#### Content and Retention of Records

Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; backcharge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Company shall, at all times during the term of this Contract and for a period of five years after the completion of this Contract, maintain such records, together with such supporting or underlying documents and materials.

#### Inspection /Audit of Records

Upon JEA's request, the Company agrees to allow JEA to audit, to examine, and to make copies of or extracts from its financial and operating records (in whatever form they may be kept, whether written, electronic, or other) kept by the Company, its employees, agents, assigns, successors, and subcontractors, for the purpose of determining invoice accuracy, or otherwise assessing compliance with the Contract Documents.

The Company shall at any time requested by JEA, whether during or after completion of this Contract, and at Company's own expense make such records available for inspection and audit (including copies and extracts of records as required) by JEA. Such records shall be made available to JEA during normal business hours at the Company's office or place of business in a workspace suitable for the audit and [subject to a three day written notice/without prior notice]. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for JEA. The Company agrees to have knowledgeable personnel available to answer questions for the auditors during the time they are performing the audit and for a period of two weeks thereafter. Company shall ensure JEA has these rights with Company's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Company and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Company's obligations to JEA.

#### Cost of Audits

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by JEA unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Company to JEA in excess of one-half of one percent (.5%) of the total contract billings, the Company shall reimburse JEA for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, JEA may recoup the costs of the audit work from the Company.

#### Billing Adjustments and Recoveries

Any billing payment recoveries to JEA that must be made as a result of any such audit or inspection of the Company's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of JEA's findings to Company.

#### Failure to Comply

If Company fails to comply with the requirements contained in this clause, the Company may be found to be in breach of the Contract, be subject to debarment or suspension of bidding privileges with JEA, and/or JEA may exercise any other remedies available by law.

### 1.12 SECTION TITLE: REPRESENTATIONS & WARRANTIES [JEA-522]

#### 1.12.1 Company's Warranties [JEA-C473] \*\*\*

The Company warrants to JEA that the Poles shall be free from defects in material, workmanship and title and shall comply with the Technical Specifications.

Unless otherwise stated in the Contract Documents, the warranty period for Poles shall be one year from first use or 18 months from delivery of Poles to the destination point specified in the Contract, whichever occurs first.

The Company warrants that the Poles shall conform to all applicable standards and regulations promulgated by federal, state, local laws and regulations and applicable utility industry association standards set forth in the Technical Specifications, all as in effect at date of Contract. If the Poles fail to conform to such laws, rules, standards and regulations, JEA may return the Poles for correction or replacement at the Company's expense.

#### 1.12.2 Remedies

If the Poles do not meet the above warranties within the applicable warranty period, JEA shall promptly notify Company. Company shall thereupon at Company's option, repair or replace the defective Poles. If in Company's reasonable judgment the Poles cannot be repaired or replaced, Company shall refund or credit monies paid by JEA for that portion of Poles that do not meet the above warranties. Any repair or replacement by Company hereunder shall carry warranties on the same terms as described herein, except that the warranty period shall be (a) the remaining balance of the original warranty period, or (b) a period of 18 months from the date of such repair or replacement, whichever period ends later. In any event, the warranty period and Company's responsibilities set forth herein for such repair or replacement shall end no later than 18 months after expiration of the applicable original warranty period. JEA shall bear the costs of access (including removal and replacement of systems, structures or other parts of JEA's facility), de-installation, decontamination, re-installation and transportation unless such access (including removal and replacement of systems, structures or other parts of JEA's facility), de-installation, decontamination, re-installation and transportation was included in the Work.

These warranties and remedies are conditioned upon (a) proper storage, installation, operation, and maintenance of the Poles and conformance with the proper operation instruction manuals provided by Company; (b) JEA keeping reasonable records of operation and maintenance during the warranty period and providing Company access to those records, and (c) modification or repair of the Poles only as authorized by Company. Company does not warrant the Poles or any repaired Poles against normal wear and tear or damage caused by misuse, accident, or use against the advice of Company. Any modification or repair of any of the Poles not authorized by Company shall render the warranty null and void.

#### 1.12.3 Exclusive Remedies

This Warranty Section provides the exclusive remedies for all warranty claims based on failure of or defect in Poles, whether the failure or defect arises before or during the applicable warranty period. **THE WARRANTIES PROVIDED IN THIS WARRANTY SECTION ARE THE ONLY WARRANTIES GIVEN BY THE COMPANY, AND THE COMPANY HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING FROM STATUTE, COMMON LAW, CUSTOM, COURSE OF DEALING, USAGE OF TRADE, OR OTHERWISE. NO**

IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES.

1.12.4 Company's Knowledge of the Work [JEA-C183]

The Company represents that the Contract Price and the detailed schedule for the execution of the Work are based on its own knowledge and judgment of the Work to be performed, and not upon any representation of JEA. JEA assumes no responsibility for any understanding or representation made by any of its representatives during or prior to execution of the Contract unless such understandings or representations are expressly stated in the Contract and the Contract expressly provides that JEA assumes the responsibility.

1.12.5 Competent Performance of the Work [JEA-C186]

The Company represents that it will conduct the Work in a manner and with sufficient labor, materials and equipment necessary to affect a diligent pursuance of the Work through Final Completion. If the Company fails to perform the Work as represented, JEA must first notify and give Company reasonable time and access to correct the Work, then JEA may, at its sole discretion, take charge of the Work and furnish and provide the labor, materials, and equipment necessary to complete the Work as planned within the required time if JEA deems the organization of the Company or its management, or the manner in which Company is performing the Work, to be manifestly incompetent or inadequate to complete the Work as specified.

1.12.6 Performance of the Work [JEA-C189]

The Company represents and warrants that it has the full corporate right, power and authority to enter into the Contract and to perform the acts required of it hereunder, and that the performance of its obligations and duties hereunder does not and will not violate any Contract to which the Company is a party or by which it is otherwise bound. The Company warrants that the Work will be performed in a professional manner and with professional diligence and skill, consistent with accepted standards of the utility industry.

1.12.7 Safety Representation [JEA-C190]

The Company represents to JEA that it has the capacity to train and supervise its employees, Subcontractors and suppliers to ensure the Work complies with all safety requirements of the Contract Documents. The Company shall be responsible for executing the necessary safety training and supervision of its employees and Subcontractors, and acknowledges that JEA is not responsible for training or supervising the Company's employees, except when noted for the purpose of enforcing compliance with these safety requirements.

1.13 SECTION TITLE: TERM & TERMINATION [JEA-523]

1.13.1 Term of Contract - (Through Work Completion) [JEA-C461]

The Contract shall be in force through completion of all Work, Acceptance and final payment, including resolution of all disputes, claims, or suits, if any. Certain provisions of this Contract may extend past termination including Warranty provisions.

1.13.2 Termination for Convenience [JEA-C194]

JEA shall have the absolute right to terminate in whole or part the Contract, with or without cause, at any time after Award upon written notification of such termination.

In the event of termination for convenience, JEA will pay the Company for all Work that the Company has incurred, or those for which it becomes obligated prior to receiving JEA's notice of termination. If applicable, JEA will also pay the Company charges incurred less the reasonable resale value; of materials or equipment that the Company has already ordered, obtained or fabricated in connection with the Contract. JEA shall accept delivery of and pay to the Company the Contract Price for any Poles that are partially completed on the date that termination is to be effective.

Upon receipt of such notice of termination, the Company shall stop the performance of the Work hereunder except as may be necessary to carry out such termination and take any other action toward termination of the Work that JEA may reasonably request, including all reasonable efforts to provide for a prompt and efficient transition as directed by JEA. This Work shall be inclusive to the total termination amount paid to Company.

JEA will have no liability to the Company for any cause whatsoever arising out of, or in connection with, termination including, but not limited to, lost profits, lost opportunities, resulting change in business condition, except as expressly stated within these Contract Documents.

1.13.3 Termination for Default [JEA-C195] \*\*\*



JEA may give the Company written notice to discontinue all Work under the Contract in the event that:

- The Company assigns or subcontracts the Work without prior written permission;
- Any petition is filed or any proceeding is commenced by or against the Company for relief under any bankruptcy or insolvency laws;
- A receiver is appointed for the Company's properties or the Company commits any act of insolvency (however evidenced);
- The Company makes an assignment for the benefit of creditors;
- The Company suspends the operation of a substantial portion of its business;
- The Company suspends the whole or any part of the Work to the extent that it impacts the Company's ability to meet the Work schedule, or the Company abandons the whole or any part of the Work;
- The Company, at any time, violates any of the conditions or provisions of the Contract Documents, or the Company fails to perform as specified in the Contract Documents, or the Company is not complying with the Contract Documents;
- The Company attempts to willfully impose upon JEA items or workmanship that are, in JEA's sole opinion, defective or of unacceptable quality;
- The Company breaches any of the representations or warranties;
- The Company is determined, in JEA's sole opinion, to have misrepresented the utilization of funds or misappropriate property belonging to JEA; or
- Any material change in the financial or business condition of the Company.

If within fifteen (15) days after service of such notice upon the Company an arrangement satisfactory to JEA has not been made by the Company for continuance of the Work, then JEA may declare Company to be in default of the Contract.

Once Company is declared to be in default, JEA will charge the expenses of completing the Work to the Company and will deduct such expenses from monies due, or which at any time thereafter may become due, to the Company. If such expenses are more than the sum that would otherwise have been payable under the Contract, then the Company shall pay the amount of such excess to JEA upon receipt of notice of the expenses from JEA. JEA shall not be required to obtain the lowest price for completing the Work under the Contract, but may make such expenditures that, in its sole judgment, shall best accomplish such completion. JEA will, however, make reasonable efforts to mitigate the excess costs of completing the Work.

The Contract Documents shall in no way limit JEA's right to all remedies for nonperformance provided under law or in equity, except as specifically set forth herein. In the event of termination for nonperformance, the Company shall immediately surrender all Work records to JEA. In such a case, JEA may set off any money owed to the Company against any liabilities resulting from the Company's nonperformance.

JEA has no responsibility whatsoever to issue notices of any kind, including but not limited to deficient performance letters and scorecards, to the Company regarding its performance prior to default by Company for performance related issues.

JEA shall have no liability to the Company for termination costs arising out of the Contract, or any of the Company's subcontracts, as a result of termination for default.

#### 1.14 SECTION TITLE: GENERAL TERMS & CONDITIONS [JEA-524]

##### 1.14.1 Ambiguous Contract Provisions [JEA-C196]

The parties agree that this Contract has been the subject of meaningful analysis and/or discussions of the specifications, terms and conditions contained in this Contract. Therefore, doubtful or ambiguous provisions, if any, contained in this Contract will not be construed against the party who physically prepared this Contract. The rule commonly known as "Fortius Contra Proferentum" will not be applied to this Contract or any interpretation thereof.

##### 1.14.2 Amendments [JEA-C197]

This Contract may not be altered or amended except in writing, signed by JEA Procurement and the Company Representative, or each of their duly authorized representatives.

##### 1.14.3 Assigning of Contract [JEA-C213]

##### 1.14.4 Not Used.

1.14.5

1.14.6 Choice of Law [JEA-C198]

This Contract, and the rights and duties of the parties arising from or relating to this Contract or its subject matter, shall be construed in accordance with the laws of the State of Florida, and the ordinances of the City of Jacksonville without regard to its conflicts of laws provisions. Each of the parties irrevocably submits to the exclusive jurisdiction of the courts of Florida, and further agree that the venue for any legal action brought by or files against JEA relating to any matter arising under this Contract shall be exclusively in that state or federal court, sitting in Duval county, Florida that has jurisdiction over such legal actions.

1.14.7 Confidentiality and Public Record Laws [JEA-574]

Any information disclosed by one party ("Disclosing Party") to the other party ("Recipient") in connection with this Contract that is marked confidential or that due to its character and nature, a reasonable person under like circumstances would treat as confidential (the "Confidential Information") will be protected and held in confidence by the Recipient. Confidential Information will be used only for the purposes of this Contract and related internal administrative purposes. Disclosure of the Confidential Information will be restricted to the Recipient's employees, contractors, or alliance companies on a "need to know" basis in connection with the Work, who are bound by confidentiality obligations no less stringent than these prior to any disclosure. Each party may disclose Confidential Information relating to the Work to providers of goods and services for the engagement to the extent such disclosure is necessary and reasonably anticipated. Confidential Information does not include information which: (i) is already known to Recipient at the time of disclosure; (ii) is or becomes publicly known through no wrongful act or failure of the Recipient; (iii) is independently developed by Recipient without benefit of Disclosing Party's Confidential Information; or (iv) is received from a third party which is not under and does not thereby breach an obligation of confidentiality. Each party agrees to protect the other's Confidential Information at all times and in the same manner as each protects the confidentiality of its own proprietary and confidential materials, but in no event with less than a reasonable standard of care. A Recipient may disclose Confidential Information to the extent required by law, but that disclosure does not relieve Recipient of its confidentiality obligations with respect to any other party. Except as to the confidentiality of trade secrets, these confidentiality restrictions and obligations will terminate five (5) years after the expiration or termination of the Contract under which the Confidential Information was disclosed, unless the law requires a longer period.

The parties acknowledge that JEA is a body politic and corporate that is subject to Chapter 119, Florida Statutes, and related statutes known as the "Public Records Laws". If a request is made to view such Confidential Information, JEA will notify Company of such request and the date that such records will be released to the requester unless Company obtains a court order enjoining such disclosure. If the Company fails to obtain that court order enjoining disclosure, JEA will release the requested information on the date specified. Such release shall be deemed to be made with the Company's consent and will not be deemed to be a violation of law, including but not limited to laws concerning trade secrets, copyright or other intellectual property.

1.14.8 Conflict and Order of Precedence [JEA-C199]

The Contract shall consist of JEA's Contract or Purchase Order together with these specifications and conditions including, but not limited to, the executed Bid Document, which shall be collectively referred to as the Contract Documents. This Contract is the complete agreement between the parties. Parol or extrinsic evidence will not be used to vary or contradict the express terms of this Contract. The Contract Documents are complementary; what is called for by one is binding as if called for by all. The Company shall, upon discovery, inform JEA in writing of any conflict, error or discrepancy in the Contract Documents. Should the Company proceed with the Work prior to written resolution of the error or conflict by JEA, all Work done is at the sole risk of the Company. JEA will generally consider this precedence of the Contract Documents in resolving any conflict, error, or discrepancy:

- Executed Change Orders / Amendment
- Contract
- Exhibit(s) to this Contract
- JEA Purchase Orders
- Drawings
- JEA Technical Specifications and Attachments thereto
- References
- Bid Document

The figure dimensions on drawings shall govern over scale dimensions. Contract and detailed drawings shall govern over general drawings. The Company shall perform any Work that may reasonably be inferred from the Contract as being required whether or not it is specifically called for. Work, materials or equipment described in words that, so applied, have a well-known technical or trade meaning shall be taken as referring to such recognized standards.

#### 1.14.9 Cumulative Remedies [JEA-C200]

Except as otherwise expressly provided in this Contract, all remedies provided for in this Contract shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity or otherwise.

#### 1.14.10 Disputes

If a dispute occurs between JEA and the Company over a contractual issue that can not be mediated by the JEA Representative, the dispute shall be handled in accordance with Article 5 of the JEA Procurement Code.

#### 1.14.11 Entire Agreement [JEA-C201]

This Contract contains all of the understandings and agreements of the parties hereto in respect of the subject matter hereof as of the Effective Date of the Contract. Any and all prior understandings and agreements, expressed or implied, between the parties hereto in respect of the subject matter hereof shall be superseded hereby. Parol or extrinsic evidence will not be used to vary or contradict the express terms of this Contract.

#### 1.14.12 Expanded Definitions [JEA-C202]

Unless otherwise specified, words importing the singular include the plural and vice versa and words importing gender include all genders. The term "including" means "including without limitation", and the terms "include", "includes" and "included" have similar meanings. Any reference in this Contract to any other agreement is deemed to include a reference to that other agreement, as amended, supplemented or restated from time to time. Any reference in the Contract to "all applicable laws, rules and regulations" means all federal, state and local laws, rules, regulations, ordinances, statutes and codes.

#### 1.14.13 Force Majeure [JEA-C203]

No party shall be liable for any default or delay in the performance of its obligations under this Contract due to an act of God or other event to the extent that: (a) the non-performing party is without fault in causing such default or delay; (b) such default or delay could not have been prevented by reasonable precautions; and (c) such default or delay could not have been reasonably circumvented by the non-performing party through the use of alternate sources, work-around plans or other means. Such causes include, but are not limited to: act of civil or military authority (including but not limited to courts or administrative agencies); acts of God; war; terrorist attacks; riot; insurrection; inability of JEA to secure approval, validation or sale of bonds; inability of JEA or the Company to obtain any required permits, licenses or zoning; blockades; embargoes; sabotage; epidemics; fires; hurricanes, tornados, floods; or strikes or other events, conditions or circumstances beyond the reasonable control of the non-performing party.

In the event of any delay resulting from such causes, the time for performance of each of the parties hereunder (including the payment of monies if such event actually prevents payment) shall be extended for a period of time reasonably necessary to overcome the effect of such delay, except as provided for elsewhere in the Contract Documents.

In the event of any delay or nonperformance resulting from such causes, the party affected shall promptly notify the other in writing of the nature, cause, date of commencement and the anticipated impact of such delay or nonperformance. Such written notice, including Change Orders, shall indicate the extent, if any, to which it is anticipated that any delivery or completion dates will be thereby affected.

#### 1.14.14 Headings [JEA-C204]

The division of this Contract into sections, the insertion of headings and/or index numbers and the provision of a table of contents are for convenience of reference only and are not to affect the construction or interpretation of this Agreement.

#### 1.14.15 Language and Measurements [JEA-C205]

All communication between the Company and JEA, including all documents, notes on drawings, and submissions required under the Contract, will be in the English language. Unless otherwise specified in the Contract, the US System of Measurements shall be used for quantity measurement. All instrumentation and equipment will be calibrated in US System of Measures.

#### 1.14.16 Nonwaiver [JEA-C207]

Failure by either party to insist upon strict performance of any of the provisions of the Contract will not release either party from any of its obligations under the Contract.

#### 1.14.17 Notices and Correspondence [JEA-C208] \*\*\*

All notices required or permitted under this Contract shall be in writing and shall be deemed received if sent by one of the

following means: (a) upon receipt if delivered by hand; (b) one day after being sent by an express courier with a reliable system for tracking delivery; (c) three days after being sent by certified or registered first class mail, postage prepaid and return receipt requested; or (d) upon confirmed facsimile transmission provided that a copy shall be sent by another of the foregoing means. All notices shall be addressed by a party to the other party as follows:

In the case of JEA:

and to:

JEA  
Attn: Heather Burnett  
Contracts Manager  
21 W. Church St. CC-6  
Jacksonville, FL 32202

In the case of Company:

[JEA to insert information here - CompanyNoticeAddress]

Either party may change its address from time to time upon prior written notice to the other specifying the effective date of the new address.

#### 1.14.18 Publicity and Advertising [JEA-C209]

The Company shall not take any photographs, make any announcements or release any information concerning the Contract or the Work to any member of the public, press or official body unless prior written consent is obtained from JEA. JEA is governed by the Florida Public Records Laws so all Contract Documents are available for public inspection. In addition, JEA is governed by Florida Sunshine Laws and as such, certain meetings are required to be open to the public.

#### 1.14.19 References [JEA-C210]

Unless otherwise specified, each reference to a statute, ordinance, law, policy, procedure, process, document, drawing, or other informational material is deemed to be a reference to that item, as amended or supplemented from time to time. All referenced items shall have the enforcement ability as if they are fully incorporated herein.

#### 1.14.20 Relationship of the Parties [JEA-C211]

The Company agrees that it shall perform the Work as an independent contractor and that it does not (a) have the power or authority to bind JEA or to assume or create any obligation or responsibility, express or implied, on JEA's part or in JEA's name, except as may be authorized by JEA under a separate written document, or (b) represent to any person or entity that it has such power or authority except as may be authorized by JEA under a separate written document.

#### 1.14.21 Severability [JEA-C212]

In the event that any provision of this Contract is found to be unenforceable under applicable law, the parties agree to replace such provision with a substitute provision that most nearly reflects the original intentions of the parties and is enforceable under applicable law, and the remainder of this Contract shall continue in full force and effect.

#### 1.14.22 Subcontracting or Assigning of Contract [JEA-C213]

Each party agrees that it shall not subcontract, assign, delegate, or otherwise dispose of the Contract, the duties to be performed under the Contract, or the monies to become due under the Contract without the other party's prior written consent.

The assignment of the Contract will not relieve either of the parties of any of its obligations until such obligations have been assumed in writing by the assignee. If the Contract is assigned by either of the parties, it will be binding upon and will inure to the benefit of the permitted assignee. The Company shall be liable for all acts and omissions of its assignee or its Subcontractor.

#### 1.14.23 Survival [JEA-C214]

The obligations of JEA and the Company under this Contract that are not, by the express terms of this Contract, fully to be performed during the Term, shall survive the termination of this Contract for any reason.

#### 1.14.24 Third Party Agreements [JEA-557]

Unless otherwise agreed in writing by JEA, JEA shall have no obligation to enter into any third party agreements under this Contract. Such third party agreements shall include, but not be limited to: joint check agreements, and revocable or

irrevocable letters of direction with sureties. In the event JEA agrees to execute any such agreement(s), then such agreement(s) shall incorporate additional language as required by JEA's Chief Purchasing Officer.

#### 1.14.25 Time and Date [JEA-C215]

Unless otherwise specified, references to time of day or date mean the local time or date in Jacksonville, FL. If under this Contract any payment or calculation is to be made, or any other action is to be taken, on or as of a day that is not a regular business day for JEA, that payment or calculation is to be made, and that other action is to be taken, as applicable, on or as of the next day that is a regular business day. Where reference is made to day or days, it means calendar days. Where reference is made to workday, workdays, business day, or business days, it means regular working days for JEA Procurement.

#### 1.14.26 Waiver of Claims [JEA-C218]

A delay or omission by JEA or the Company hereto to exercise any right or power under this Contract shall not be construed to be a waiver thereof. A waiver by JEA or the Company under this Contract shall not be effective unless it is in writing and signed by the party granting the waiver. A waiver by a party of a right under, or breach of, this Contract shall not be construed to operate as a waiver of any other or successive rights under, or breaches of, this Contract.

The Company's obligations to perform and complete the Work in accordance with the Contract shall be absolute. None of the following will constitute a waiver of any of JEA's rights under the Contract: approval or payment of any progress payments or any other payments, including final payment; issuance of the Certificate of Contract Completion; any use or occupancy of the Work by JEA; nor any correction of faulty or defective work by JEA.

### 1.15 SECTION TITLE: WORK

### 1.16 SECTION TITLE: SCOPE

#### 1.16.1 Obligations of the Company

The Company shall provide everything necessary to successfully complete the Work except the materials, obligations, assumptions and services specifically stated in the Contract to be provided by JEA. No payments, other than those shown in the Bid Documents, will be made to the Company for performance of any requirements of the Contract Documents. The Company shall perform all Work in accordance with the Contract Documents, the applicable JEA standards manuals, safety manuals, policies, accepted commercial work practices, provided by JEA to the Company, and local, state, and federal, rules regulations and laws which may be amended from time to time, all as in effect at Contract Date. The Company shall provide all permits, certifications, insurances, and bonds necessary or required by good practice, except where specifically stated in the Contract to be provided by JEA.

The Company personnel shall perform all Work in a professional, efficient, and competent manner. The Company is obligated to provide personnel possessing the skills, certifications, licenses, training, tools, demeanor, motivation, and attitude to successfully complete the Work. The Company is obligated to remove individuals from performing Work under this Contract when the Company recognizes an individual to not be working in a manner consistent with the requirements of this Contract, or when JEA notifies the Company that JEA has determined an individual or group of individuals to not be working in a manner consistent with the requirements of this Contract. The Company is obligated to ensure that their officers and executives interact with JEA, JEA customers, whether direct or indirect customers of JEA, with the utmost level of professionalism and integrity.

In the event the Company chooses to use Subcontractors, the Company is obligated to provide Subcontractors possessing the skills, certifications, licenses, training, tools, demeanor, motivation and attitude to successfully perform the work for which they are subcontracted. The Company is obligated to remove Subcontractors from performing Work under this Contract when the Company recognizes that a Subcontractor is failing to work in a manner consistent with the requirements of this Contract, or when JEA notifies the Company that JEA has determined a Subcontractor is failing to work in a manner consistent with the requirements of this Contract.

The Company is obligated to ensure that sufficient supervision of the Work is provided. This includes ensuring that the Company Supervisor is at the Work Location when Work is being performed for Services Work.

The Company shall bear responsibility for the efficiency, adequacy and safety of the performance of the Work, including temporary Work and facilities, until Acceptance. The Company shall be responsible for any loss or damage to Company's materials, tools, labor, and equipment used during the performance of, or in connection with, the Work. Any JEA comments or approval regarding the Company's performance, materials, working force, or equipment will not relieve the Company of any responsibility.

1.17 SECTION TITLE: LOCATION [JEA-527]

1.17.1 Work Location [JEA-C460] \*\*\*

Work shall be performed at the following location(s):

- Poles shall be manufactured at the company's own facility.
- Poles shall be delivered to the worksite(s) as described in the Project Specific Technical Specifications or purchase orders.

1.17.2 Nuclear Use

Poles and Services sold hereunder are not intended for use in connection with any nuclear facility or activity without the written consent of Company. JEA warrants that it shall not use, or permit others to use Poles and/or Services for such purposes, unless Company agrees to such use in writing.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement, in duplicate, the day and year

first above written.

ATTEST:

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

JEA

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

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

Name: \_\_\_\_\_

John McCarthy

1.17.2.1.1 Title: \_\_\_\_\_

Director, Procurement Services

Approved by Awards Committee on Thursday, \_\_\_\_\_, 2008, Award Item # \_\_\_\_\_  
IFB # \_\_\_\_\_

Form Approved:

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

EXHIBIT A  
PRICING



EXHIBIT B  
TECHNICAL SPECIFICATIONS



REV. NO. : 2  
DATE: 3/7/2022

NO.	DESCRIPTION	QTY	UNIT	MATERIALS		JEA Engineering Contracts		JEA Labor			CONST. LABOR/ EQUIPMENT		Other / Sub Contract		TOTAL	NOTES
				UNIT	AMOUNT	RATE	AMOUNT	MH	RATE	AMOUNT	UNIT	AMOUNT	UNIT	AMOUNT		
<b>NEW SPUN CONCRETE POLES</b>																
STR 29	140-ft pole, set 24 feet, 21kip	1	Each	\$ 28,000.00	\$ 28,000.00										\$ 28,000.00	\$ 277,400.00 Spun poles total =
FREIGHT FOR STR 29	FREIGHT	1	Each	\$ 3,300.00	\$ 3,300.00										\$ 3,300.00	
STR 29B	135-ft pole, set 24 feet, 21kip	1	Each	\$ 27,000.00	\$ 27,000.00										\$ 27,000.00	
FREIGHT FOR STR 29B	FREIGHT	1	Each	\$ 3,300.00	\$ 3,300.00										\$ 3,300.00	
STR 30	135-ft pole, set 24 feet, 24kip	1	Each	\$ 28,000.00	\$ 28,000.00										\$ 28,000.00	
FREIGHT FOR STR 30	FREIGHT	1	Each	\$ 3,300.00	\$ 3,300.00										\$ 3,300.00	
STR 31	135-ft pole, set 23 feet, 21kip	1	Each	\$ 27,000.00	\$ 27,000.00										\$ 27,000.00	
FREIGHT FOR STR 31	FREIGHT	1	Each	\$ 3,300.00	\$ 3,300.00										\$ 3,300.00	
STR 32	135-ft pole, set 23 feet, 21kip	1	Each	\$ 27,000.00	\$ 27,000.00										\$ 27,000.00	
FREIGHT FOR STR 32	FREIGHT	1	Each	\$ 3,300.00	\$ 3,300.00										\$ 3,300.00	
STR 33	135-ft pole, set 23 feet, 21kip	1	Each	\$ 27,000.00	\$ 27,000.00										\$ 27,000.00	
FREIGHT FOR STR 33	FREIGHT	1	Each	\$ 3,300.00	\$ 3,300.00										\$ 3,300.00	
STR 34	135-ft pole, set 23 feet, 21kip	1	Each	\$ 27,000.00	\$ 27,000.00										\$ 27,000.00	
FREIGHT FOR STR 34	FREIGHT	1	Each	\$ 3,300.00	\$ 3,300.00										\$ 3,300.00	
STR 35	135-ft pole, set 23 feet, 21kip	1	Each	\$ 27,000.00	\$ 27,000.00										\$ 27,000.00	
FREIGHT FOR STR 35	FREIGHT	1	Each	\$ 3,300.00	\$ 3,300.00										\$ 3,300.00	
STR 36	125-ft pole, set 23 feet, 32kip	1	Each	\$ 30,000.00	\$ 30,000.00										\$ 30,000.00	
FREIGHT FOR STR 36	FREIGHT	1	Each	\$ 3,000.00	\$ 3,000.00										\$ 3,000.00	
A	<b>SUBTOTAL</b>				\$ 277,400.00		\$ -		\$ -		\$ -		\$ -		\$ 277,400.00	
B	<b>Build Allowance</b>			5%	\$ 13,870.00		\$ -		\$ -		\$ -		\$ -		\$ 13,870.00	
C	<b>Sales Tax (0%, no sales tax on this project)</b>			0%	\$ 0		\$ -		\$ -		\$ -		\$ -		\$ 0	
D	<b>TOTAL ESTIMATED CONSTRUCTION COST</b>				\$291,270.00										\$ 291,270	

# *Certification of Single Source or Emergency Procurement*

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

## **3-112 Single Source**

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

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

## **3-113 Emergency Procurements**

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

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

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

### **Please provide the following information:**

**1. Vendor Name:**

Valmont Newmark, Inc.

**2. Description of Services or Supplies provide by Vendor:**

Spun Concrete Transmission poles for the Circuit 917 Relocation Between 9B and I-95 of magnitude: 115-ft overall length, 1,000 kip-ft ground line moment capacity, 33-inch base diameter with a taper of at least 0.216 inches / foot, or poles larger, to be manufactured and procured within the Continental United States from Valmont Newmark.

3. **Certification:**

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

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

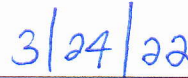
X **Single Source Procurement.** Please state which subsection of Section 3-112 above applies to this Single Source Procurement: (a) there is only one justifiable source for the required Supplies or Services.

OR

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



\_\_\_\_\_  
Signature of JEA Business Unit Manager



\_\_\_\_\_  
Date

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



# Standardization Request / Approval Form

To: Transmission Standards Committee

From: Sebastian Chmist

Date: 04/30/18

In accordance with the JEA Purchasing Code and the Operational Procedure, I hereby request the following item(s)/parts/goods/service or specifications be approved as a standard: (List applicable name, Component tag #, manufacturer, model #, stock or non-stock item, etc.)

**DESCRIPTION:** Spun Concrete poles of magnitude: 115-ft overall length, 1000 kip-ft ground line moment, 33-inch base diameter with taper of 0.216-inches/foot, or poles larger, to be manufactured and procured within the Continental United States from Valmont-Newmark.

### Justification for Standardization:

Please check all that apply:

- The item requested must be obtained from the Original Equipment Manufacturer due to the criticality of the item or compatibility with existing equipment currently in operation or use within the JEA system.
- The item requested is only available from one source.
- This item is the most cost effective means to safely maintain the highest level of system availability & reliability
- The item purchase lead time/delivery is critical for continuous system operation .
- The item is used in large numbers through out the JEA system.
- The item requested will provide documented long reliable service life at a lower life cycle cost.
- The item requested has better availability and delivery time, which is necessary for the particular application.
- Other (Please explain) \_\_\_\_\_

Attach calculations/justification or other documentation for all items checked. The above guidelines are to provide a general rational for the Standardization process but in no way shall they be interpreted as limiting either its provisions or applications. Each individual committee holds the ultimate authority in determining justification for each standardization item.

Standardization Committee Approval

Date

04/30/18

**Transmission Committee Meeting - April 26, 2018**  
**Agenda Item: Procurement of Large Spun Concrete Poles**

**To: Transmission Standards Committee,**

***Spun Concrete Pole Description:***

I request that JEA standardize spun concrete transmission poles that meet the following criteria:

- *Poles that have a ground line moment capacity in excess of 1,000 kip-feet*
- *Poles that are in excess of 115 feet in overall length*
- *Poles that require a taper of 0.216 inches/ foot*
- *Poles that require a base diameter of more than 33.125 inches*
- *Poles that are manufactured in the Continental United States*

In the past JEA used to bid out spun concrete transmission pole jobs to several companies, most recently to two (2) manufactures, Valmont-Newmark and Accord Industries. As of October 31<sup>st</sup> 2011, Accord Industries discontinued production of their spun concrete transmission poles. Since Accord Industries can no longer provide poles for JEA, Valmont-Newmark essentially now has a monopoly on the spun concrete transmission pole business that meets the criteria identified above.

Besides Valmont-Newmark, StressCrete Group is another company that manufactures spun concrete poles, however this manufacturer cannot meet the requirements for most of JEA's needs. Specifically, StressCrete Group cannot produce poles that have a ground line moment capacity in excess of 1,000 kip-feet, are longer than 115 feet, requires a 0.216 inch/foot taper, or have a base diameter greater than 33.125 inches.

Because poles that meet the criteria stated above can only be sourced form one source, Valmont-Newmark, JEA should standardize several pole property designs with the manufacturer to simplify the pole procurement process.

There are thousands of possible pole designs that would apply to JEA's transmission needs. It is not feasible to standardize every single pole design. Unlike distribution poles, Transmission poles are designed specifically for their application. There is no one size fits all. Every different pole framing has a different bolt hole pattern, embedment depth, and load requirements. However, even though we cannot standardize the thousands of different designs, we can standardize on several pole properties based on those designs.

Thank you,

*Sebastian Chmism*

Staff Engineer  
JEA Transmission Project Design, T-09  
Office: 904-665-7016  
Cell: 860-995-0075  
Email: [chmism@jea.com](mailto:chmism@jea.com)



# Formal Bid and Award System

Award #5 April 7, 2022

**Type of Award Request:** CONTRACT AMENDMENT  
**Requestor Name:** Clendening, William M.  
**Requestor Phone:** (904) 665-4723  
**Project Title:** Buckman Biosolids Conversion Projects  
**Project Number:** 8007764  
**Project Location:** JEA  
**Funds:** Capital  
**Budget Estimate:** \$1,000,000.00

**Scope of Work:**

The Buckman Water Reclamation Facility (WRF) treats an average of 30 million gallons per day (MGD) of wastewater and processes waste activated sludge and primary sludge produced from eight (8) other JEA treatment plants. This award will secure professional design and engineering services for multiple projects, including treatment and infrastructure improvements, at Buckman. The goal is to manage all proposed projects under one Consultant to provide clear oversight, better alignment of schedules and shorten project timelines. These capital improvements will result in Buckman having the necessary facilities and processes in place to produce biosolids to be utilized for beneficial purposes for the next 20+ years.

**JEA IFB/RFP/State/City/GSA#:** 127-17  
**Purchasing Agent:** Kruck, Dan  
**Is this a Ratification?:** NO

**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
CAROLLO ENGINEERS INC.	Sudhan Paranjape	sparanjape@carollo.com	1089 West Morse Blvd, Suite A Winter Park, FL 32789	(407) 478-4642	\$989,893.30

**Amount of Original Award:** \$5,679,431.64  
**Date of Original Award:** 07/19/2018  
**Change Order Amount:** \$989,893.30

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

CPA #	Amount	Date	Reason
175699	(\$333,197.00)	04/21/2020	Contract reduction due to reducing scope and changing to lump sum to reduce administrative costs.
175699	\$653,483.00	08/24/2020	Increase for JEA requested design changes.
175699	\$60,212.00	10/21/2020	Increase to perform inspections of the structural systems of the existing Sludge Disposal Building.
175699	\$7,053,403.28	04/22/2021	Design of a new drum drying process for dewatered biosolids and the redesign of the existing thickening and dewatering buildings to house the complete processes under one roof.

175699	\$209,989.00	10/14/2021	Screen alternatives for struvite control/mitigation alternatives, and evaluate side-stream treatment alternatives for nitrogen removal.
--------	--------------	------------	---

**New Not-To-Exceed Amount:** \$14,313,215.22  
**Length of Contract/PO Term:** Project Completion  
**Begin Date:** 4/27/2018  
**End Date:** Project Completion (Expected: May 2026)  
**JSEB Requirement:** Twenty Percent (20%) Evaluation Criteria

**Comments on JSEB Requirements:**

Original Award

GM Hill Engineering Inc - Structural & Mechanical/Electrical/Plumbing (MEP) Services: 7.0%  
C&ES Consultants - Construction Inspection & Architectural Services: 27.2%  
BV Group & Associates Inc - Site Survey/Subsurface Utility Engineering (SUE): 0.6%  
Meskel & Associates - Geotechnical: 1.2%

Previous Amendment

CE&S Consultants Inc. (Construction Inspection) – 13.9%  
B&V Associates (Site Survey/SUE) – 0.03%  
Meskel & Associates Inc. (Geotechnical) – 0.09%

This Contract Amendment

C&ES Consultants Inc (Architectural Services) – 5.66%

**Background/Recommendations:**

Originally approved by Awards Committee on 07/19/2018 in the amount of \$5,679,431.64 to Carollo Engineers Inc. On 04/21/2020, an administrative decrease was issued to reduce scope and change the contract to a lump sum format. On 08/24/2020, JEA issued an administrative increase for design changes requested by JEA including relocation of the new sludge thickening building and odor control, design of new concrete block building, re-design for compliance with updated resiliency plan, design of barrier concrete wall on south side of plant, and assistance with public outreach. On 10/21/2020, JEA issued an administrative increase to perform inspections of the structural systems of the existing sludge disposal building. On 04/22/2021, the Awards Committee approved a contract increase for a design of a new drum drying process. On 10/14/2021, an administrative increase was approved to study alternatives for struvite control and nitrogen removal. A copy of the previously approved award documents are attached for reference.

The biosolids processing facility comprises of a large multi-story building constructed back in the early 1970s. The building houses all of the biosolids thickening, dewatering, thermal drying and ancillary support equipment including all electrical gear and instrumentation and controls. The building is composed of structural steel beams and column braced frames.

Due to its age and the corrosive environment, the building is in relatively poor condition. Carollo performed a preliminary structural, architectural, and electrical condition assessment of the building and its components. The condition assessment report provided a roadmap of high to low priority of items that will need to be either repaired or replaced to extend the life of the building while providing a safe working environment for the operations staff, support the equipment and related biosolids treatment processes for the next 7 to 10 years.

This contract amendment will provide the necessary design documents and services during construction for the rehabilitation of the biosolids processing facility. The construction portion of the work will be managed by JEA’s Construction Manager at Risk (CMAR) Wharton-Smith. The fee for this work was based on previously negotiated hourly rates. The fee table is attached for reference.



Request approval to award a contract amendment to Carollo Engineers Inc. for additional design/engineering for the Buckman Biosolids Conversion Projects in the amount of \$ \$989,893.30, for a new not-to-exceed amount of \$14,313,215.22, subject to the availability of lawfully appropriated funds.

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

**APPROVALS:**

---

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

---

**Budget Representative** **Date**



## Formal Bid and Award System

Award #6 April 22, 2021

**Type of Award Request:** CONTRACT AMENDMENT  
**Requestor Name:** Clending, William  
**Requestor Phone:** (904) 665-4723  
**Project Title:** Buckman Biosolids Conversion Projects  
**Project Number:** 8004764/8004765/711-54  
**Project Location:** JEA  
**Funds:** Capital  
**Budget Estimate:** \$9,235,457.72

### Scope of Work:

The Buckman Water Reclamation Facility (WRF) treats an average of 30 million gallons per day (MGD) of wastewater and processes waste activated sludge and primary sludge produced from eight (8) other JEA treatment plants. This award will secure professional design and engineering services for multiple projects, including treatment and infrastructure improvements, at Buckman. The goal is to manage all proposed projects under one Consultant to provide clear oversight, better alignment of schedules and shorten project timelines. These capital improvements will result in Buckman having the necessary facilities and processes in place to produce biosolids to be utilized for beneficial purposes for the next 20+ years.

**JEA IFB/RFP/State/City/GSA#:** 127-17  
**Purchasing Agent:** Kruck, Dan  
**Is this a Ratification?:** NO

### RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
CAROLLO ENGINEERS INC.	Sudhan Paranjape	sparanjape@carollo.com	1089 West Morse Blvd, Suite A Winter Park, FL 32789	(407) 478-4642	\$7,053,403.28

**Amount of Original Award:** \$5,679,431.64  
**Date of Original Award:** 07/19/2018  
**Change Order Amount:** \$7,053,403.28

### List of Previous Change Order/Amendments:

CPA #	Amount	Date	Reason
175699	(\$333,197.00)	04/21/2020	Contract reduction due to reducing scope and changing to lump sum to reduce administrative costs.
175699	\$653,483.00	08/24/2020	Increase for JEA requested design changes.
175699	\$60,212.00	10/21/2020	Increase to perform inspections of the structural systems of the existing Sludge Disposal Building.

**New Not-To-Exceed Amount:** \$13,113,332.92  
**Length of Contract/PO Term:** Project Completion  
**Begin Date:** 4/27/2018

**End Date:** Project Completion (Expected: May 2026)

**JSEB Requirement:** Twenty Percent (20%) Evaluation Criteria

**Comments on JSEB Requirements:**

Original Award

GM Hill Engineering Inc - Structural & Mechanical/Electrical/Plumbing (MEP) Services: 7.0%\*  
C&ES Consultants - Construction Inspection & Architectural Services: 27.2%  
BV Group & Associates Inc - Site Survey/Subsurface Utility Engineering (SUE): 0.6%  
Meskel & Associates - Geotechnical: 1.2%

This Amendment Request

CE&S Consultants Inc. (Construction Inspection) – 13.9%  
B&V Associates (Site Survey/SUE) – 0.03%  
Meskel & Associates Inc. (Geotechnical) – 0.09%

\*Note: GM Hill is no longer JSEB Certified

**Background/Recommendations:**

Originally approved by Awards Committee on 07/19/2018 in the amount of \$5,679,431.64 to Carollo Engineers Inc. A copy of the original award is attached as backup. On 04/21/2020, an administrative decrease was issued to reduce scope and change the contract to a lump sum format. On 08/24/2020, JEA issued an administrative increase for design changes requested by JEA including relocation of the new sludge thickening building and odor control, design of new concrete block building, re-design for compliance with updated resiliency plan, design of barrier concrete wall on south side of plant, and assistance with public outreach. On 10/21/2020, JEA issued an administrative increase to perform inspections of the structural systems of the existing sludge disposal building.

This award request is for an increase to the design contract of Carollo Engineers Inc. for the Buckman Biosolids Conversion Projects due to JEA's decision to update design of the future biosolids process at the Buckman WRF, as a result of canceling the Merchant Organics Recycling Facility (MORF) project. The design updates include the design of a new drum drying process for dewatered biosolids and the redesign of the existing thickening and dewatering buildings to house the complete processes under one roof. It should be noted that updating the drum drying process was one of the options in the original solicitation scope of work that the prospective engineering firms were evaluated on in the past performance sections. The fee for this work was based on previously negotiated hourly rates, and is approximately 23.6% lower than estimated. Carollo has gained knowledge of the biosolids process the Buckman WRF over the course of this contract, and is the reason for the fee coming in below estimate. The quote is attached as backup.


Request approval to award a contract amendment to Carollo Engineers Inc. for additional design/engineering for the Buckman Biosolids Conversion Projects in the amount of \$7,053,403.28, for a new not-to-exceed amount of \$13,113,332.92, subject to the availability of lawfully appropriated funds.

**Manager:** Collier, Bradley W. - Mgr W/WW Project Management

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

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

**APPROVALS:**

 \_\_\_\_\_ 04/22/2021

**Chairman, Awards Committee**

**Date**

 \_\_\_\_\_ 4/23/21

**Budget Representative**

**Date**



**Formal Bid and Award System**

*CPA 175699*

Award #10 July 19, 2018

**Type of Award Request:** PROPOSAL (RFP)  
**Request #:** 3982  
**Requestor Name:** Collier, Bradley W. – Mgr WW Plants & Pump Stations  
**Requestor Phone:** (904) 665-6493  
**Project Title:** Buckman Biosolids Conversion Projects  
**Project Number:** 8004764/8004765/8004766  
**Project Location:** JEA  
**Funds:** Capital  
**Award Estimate:** \$5,869,000.00

**Scope of Work:**

The Buckman Water Reclamation Facility (WRF) treats an average of 30 million gallons per day (MGD) of wastewater and processes waste activated sludge and primary sludge produced from eight (8) other JEA treatment plants. This award will secure professional design and engineering services for multiple projects, including treatment and infrastructure improvements, at Buckman. The goal is to manage all proposed projects under one Consultant to provide clear oversight, better alignment of schedules and shorten project timelines.

The following is a list of the projects:

1. Addition of a post aerobic digestion process for biosolids
2. Addition of a new biosolids processing facility
3. Addition of generator capacity/gas conditioning facility
4. Demolition of the existing biosolids process building
5. Expansion of the vacuum truck unloading facility
6. New electrical and instrumentation (E&I) building
7. New operations and maintenance (O&M) building
8. New pump maintenance building
9. Addition of raw sludge tank and improvements to existing tank
10. Addition of fiber communication

These capital improvements will result in Buckman having the necessary facilities and processes in place to produce biosolids to be utilized for beneficial purposes for the next 20+ years.

**JEA IFB/RFP/State/City/GSA#:** 127-17

**Purchasing Agent:** Kruck, Daniel Robert (Dan)

**Is this a Ratification?:** NO

**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
CAROLLO ENGINEERS INC.	Dwayne Kreidler	dKreidler@carollo.com	1089 West Morse Blvd, Suite A, Winterpark, FL 32789	(407) 478-4642	\$5,679,431.64

**Amount for entire term of Contract/PO:** \$5,679,431.64  
**Award Amount for remainder of this FY:** \$262,000.00  
**Length of Contract/PO Term:** Project Completion  
**Begin Date (mm/dd/yyyy):** 07/30/2018  
**End Date (mm/dd/yyyy):** Project Completion (Expected: 07/2023)  
**JSEB Requirement:** Optional - Twenty Percent (20%) Goal

**Comments on JSEB Requirements:**

GM Hill Engineering Inc - Structural & Mechanical/Electrical/Plumbing (MEP) Services: 7.0%  
 C&ES Consultants - Construction Inspection & Architectural Services: 27.2%  
 BV Group & Associates Inc - Site Survey/Subsurface Utility Engineering (SUE): 0.6%  
 Meskel & Associates - Geotechnical: 1.2%  
 Total: 36%

**BIDDERS:**

Name	Amount	Rank
CAROLLO ENGINEERS INC.	\$5,679,431.64	1
CH2M HILL ENGINEERS INC.	N/A	2
BROWN AND CALDWELL	N/A	3

**Background/Recommendations:**

Advertised on 08/18/2017. Six (6) companies attended the pre-proposal meeting held on 08/24/2017. At Proposal opening on 09/19/2017, JEA received three (3) Proposals. The public evaluation meeting was held on 01/31/2018, and JEA deemed Carollo Engineers, Inc. most qualified to perform the work. A copy of the evaluation matrix and negotiated schedule fees are attached as backup.

Negotiations with Carollo Engineers Inc. were successfully completed. The proposed engineering fee of \$5,679,431.64 is 3.2% lower than estimated and deemed reasonable. Compared to estimated construction costs of \$45,801,868.06, the proposed design fee is 12.4% of construction.

127-17 - Request approval to award a contract to Carollo Engineers, Inc. for design and services during construction of the Buckman Biosolids Conversion project in the amount of \$5,679,431.64, subject to the availability of lawfully appropriated funds.

**Director:** Marshall, Raynetta C. - Dir, WWW Grid Project Eng & Construction  
**VP:** Calhoun, Deryle I. - VP/GM Water Wastewater Systems

**APPROVALS:**

 7/19/18  
 Chairman, Awards Committee Date  
 7/19/18  
 Manager, Capital Budget Planning Date

Award #10 Back-Up

127-17 Engineering Services for Buckman Biosolids Conversion Capital Project Components

Vendor Rankings	Bradley Collier	Todd Mackey	Ryan Popko	Raynetta Marshall	Σ Scores	Overall Rank
Brown and Caldwell	81.30	83.86	73.12	85.69	323.97	3
Carollo	82.50	81.62	77.11	89.67	330.90	1
CH2M	86.15	81.07	82.33	80.41	329.96	2

	Phase 1 Proposal Points				Phase 2 Proposal Points			Total
	Professional Staff Experience (20 Points)	Company Experience (25 Points)	Primary Project Manager Proximity to JEA (5 Points)	JSEB (10 Points)	Professional Staff Experience (10 Points)	Past Performance (5 Points)	Presentation: Project Approach and Work Plan (25 Points)	
Bradley Collier								
Brown and Caldwell	19.38	22	4	8	6.92	3	18	81.30
Carollo	18.67	21	4	8	7.83	4	19	82.50
CH2M	19.11	24	4	8	9.04	3	19	86.15

	Phase 1 Proposal Points				Phase 2 Proposal Points			Total
	Professional Staff Experience (20 Points)	Company Experience (25 Points)	Primary Project Manager Proximity to JEA (5 Points)	JSEB (10 Points)	Professional Staff Experience (10 Points)	Past Performance (5 Points)	Presentation: Project Approach and Work Plan (25 Points)	
Todd Mackey								
Brown and Caldwell	19.11	20	4	8	6.75	3	23	83.86
Carollo	19.29	22	4	8	7.33	4	17	81.62
CH2M	18.40	24	4	8	8.67	3	15	81.07

	Phase 1 Proposal Points				Phase 2 Proposal Points			Total
	Professional Staff Experience (20 Points)	Company Experience (25 Points)	Primary Project Manager Proximity to JEA (5 Points)	JSEB (10 Points)	Professional Staff Experience (10 Points)	Past Performance (5 Points)	Presentation: Project Approach and Work Plan (25 Points)	
Ryan Popko								
Brown and Caldwell	17.33	19	4	8	5.79	3	16	73.12
Carollo	17.07	18	4	8	7.04	4	19	77.11
CH2M	17.16	22	4	8	8.17	3	20	82.33

	Phase 1 Proposal Points				Phase 2 Proposal Points			Total
	Professional Staff Experience (20 Points)	Company Experience (25 Points)	Primary Project Manager Proximity to JEA (5 Points)	JSEB (10 Points)	Professional Staff Experience (10 Points)	Past Performance (5 Points)	Presentation: Project Approach and Work Plan (25 Points)	
Raynetta Marshall								
Brown and Caldwell	18.40	24	4	8	6.29	3	22	85.69
Carollo	17.96	25	4	8	7.71	4	23	89.67
CH2M	17.16	23	4	8	8.25	3	17	80.41

	Phase 1 Proposal Points				Phase 2 Proposal Points			Total
	Professional Staff Experience (20 Points)	Company Experience (25 Points)	Primary Project Manager Proximity to JEA (5 Points)	JSEB (10 Points)	Professional Staff Experience (10 Points)	Past Performance (5 Points)	Presentation: Project Approach and Work Plan (25 Points)	
Overall Averages								
Brown and Caldwell	18.56	21.25	4.00	8.00	6.44	3.00	19.75	80.99
Carollo	18.25	21.50	4.00	8.00	7.48	4.00	19.50	82.73
CH2M	17.96	23.25	4.00	8.00	8.53	3.00	17.75	82.49

## Award #10 Back-Up

JEA

## BUCKMAN BIOSOLIDS CAPITAL PROJECTS

Carollo Engineers, Inc. Compensation (Not-to-Exceed)

## EXHIBIT II - Overall Summary

Key Project Staff	Role	Yrs of Exp	Billable Rates (Note 1)	Total Project Hours	% Utilization	Upper Limit - June 2018 (Note 1)
Larry Elliott	Principle-in-charge	36	\$ 214.17	32	0.1%	\$ 6,853.28
Sudhan Paranjape	Project Manager	21	\$ 206.05	2,697	12.1%	\$ 555,703.37
Rudy Kilian	Biosolids Expert	21	\$ 187.78	136	0.6%	\$ 25,537.40
Steve Swanback	QA/QC	38	\$ 214.17	210	0.9%	\$ 44,974.65
Rashi Gupta	Centrifuge Expert	18	\$ 170.52	104	0.5%	\$ 17,734.08
Erica Stone	Cost Estimation	10	\$ 135.00	340	1.5%	\$ 45,898.30
Brent White	Civil Design	11	\$ 126.88	1,132	5.1%	\$ 143,622.50
Jon DeArmond	Project Engineer	3	\$ 107.59	2,856	12.8%	\$ 307,277.04
Harry Rice	HVAC Engineer	35	\$ 187.78	492	2.2%	\$ 92,385.30
Mark Pellish	Electrical Engineer	32	\$ 214.17	3,098	13.9%	\$ 663,483.17
Norm Anderson	I&C Engineer	12	\$ 162.40	2,532	11.4%	\$ 411,196.80
Rich Warner	Structural Engineer	21	\$ 182.70	1,466	6.6%	\$ 267,838.20
John Buitrago	General, Civil, Mech CAD	21	\$ 110.64	2,000	9.0%	\$ 221,270.00
Tracey Boywid	Document Production	2	\$ 52.15	625	2.8%	\$ 32,568.11
Michael Carzo	Construction Manager	33	\$ 167.48	1,448	6.5%	\$ 242,503.80
Tom Mossinger	Cogeneration Expert	32	\$ 214.17	436	2.0%	\$ 93,375.94
Sam Darkwah	Stormwater Modeler	24	\$ 182.70	338	1.5%	\$ 61,752.60
Alex Willyard/S. Shephard	Electrical and IC CAD	6	\$ 91.35	1,842	8.3%	\$ 168,266.70
Steve Walker	O&M Specialist	30	\$ 187.78	120	0.5%	\$ 22,533.00
Steve Snell	eO&M Manual Specialist	31	\$ 182.70	400	1.8%	\$ 73,080.00
Subtotal 1				22,304	100%	\$ 3,497,854.24
Other Direct Costs						\$ 34,938.50
Total Costs Carollo (Subtotal 2)						\$ 3,532,792.74
Total Subconsultant Costs						\$ 2,044,418.00
Submarkup (5%)						\$ 102,220.90
Total Subconsultant Costs (Subtotal 3)						\$ 2,146,638.90
<b>Total Project Fee (Not-to-Exceed) (Subtotal 2 + Subtotal 3)</b>						<b>\$ 5,679,431.64</b>

**Note 1** - The labor rates will be increased annually based on the Consumer Price Index CPI – All Urban Consumers (<https://beta.bls.gov/dataViewer/view/timeseries/CUUR0000SA0>).  
The Not-to-Exceed Upper Limit for labor costs will be amended annually for all remaining labor costs not expended at the time of the amendment



<b>Table 1 - Amendment to Current Contract</b>		
<b>Row</b>	<b>Description</b>	<b>Lump Sum Cost</b>
1	<b>Current Total Contract Fee</b>	\$6,059,929.64
2	<b>Fee Used to Date under Current Contract</b>	\$3,434,246.24
3	<b>Fee Remaining Under Current Contract (Row 1 minus Row 2)</b>	\$2,625,683.40
4	<b>Fee Required to Completed Revised Scope of Work (See Table 1)</b>	\$9,679,086.68
5	<b>Additional Fee Required to Complete Revised Scope of Work (Row 4 minus Row 3)</b>	\$7,053,403.28
6	<b>Total New Contract Fee (Row 1 plus Row 5)</b>	<b>\$13,113,332.92</b>

<b>Table 2 - Comparison of current versus Proposed Lump Sum Contract - JSEB Participation</b>				
<b>JSEB Firm</b>	<b>Current Lump sum Fee</b>	<b>% Share of Work</b>	<b>Proposed New Lump sum Fee</b>	<b>% New Share of Work</b>
G. M. Hill Engineering Inc.	\$309,483	5.1%	See Note 1	
CE&S Consultants Inc.	\$1,349,561	22.2%	\$1,348,379	13.9%
B&V Associates	\$46,650	0.8%	\$2,600	0.03%
Meskel & Associates Inc.	\$64,340	10.6%	\$9,000	0.09%
<b>Total JSEB Participation</b>	<b>\$1,770,034</b>	<b>29.2%</b>	<b>\$1,359,979</b>	<b>14.05%</b>
Notes:				
<ol style="list-style-type: none"> <li>1. GM Hill Engineering Inc. is no longer a JSEB certified firm.</li> <li>2. Majority of the site survey (B&amp;V Associates) and geotechnical investigations (Meskel &amp; Associates Inc) has been performed under the current contract P.O. Some minor revisions will only be required for this new amendment.</li> </ol>				

CAROLLO ENGINEERS INC. - Engineering Services Fee (EXHIBIT IIA)		Professional ES IV	Cost Estimation	Process Mech/Project Manager	Electrical Engineer	Electrical CAD	Instrumentation & Controls Engineer	Instrumentation & Controls CAD	Structural Engineer	QA/QC (Overall)	Senior Designer	Document Processing/Graphics	Total Hours	Total Labor Cost (Lump Sum)	Total Travel Costs (Mileage)	Printing
Design , Bidding and Construction Phase Services																
Buckman Biosolids Capital Conversion Projects																
Loaded Rate		\$ 159.00	\$ 159.00	\$ 219.70	\$ 219.70	\$ 113.50	\$ 219.70	\$ 113.50	\$ 219.70	\$ 219.17	\$ 113.50	\$ 76.90				
TASK	TASK DESCRIPTION															
1	PROJECT MANAGEMENT AND QUALITY ASSURANCE/CONTROL															
1.1	Revise Project Work Plan	0	0	30	0	0	0	0	0	0	0	0	30	\$6,591		
1.2	Monthly Progress Reports	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
1.3	Maintain Schedule, Action Item Logs, and Decision Logs	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
1.4	Subconsultant Work Coordination	0	0	16	0	0	0	0	0	0	0	0	16	\$3,515		
	<b>Subtotal Task 1</b>	<b>0</b>	<b>0</b>	<b>46</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>46</b>	<b>\$10,106</b>		<b>\$0</b>
2	DESIGN PHASE SERVICES															
2.1	Design Kick-off Meeting	8	0	8	8	0	8	0	16	0	8	2	58	\$11,122	\$417	\$0
2.2	30% Design (Preliminary Design Report)	8	40	24	80	60	80	80	40	100	80	24	616	\$105,577		
2.3	60% Design Documents	8	60	24	100	80	100	80	80	100	100	24	756	\$130,873	\$417	
2.4	90% Design Documents	8	0	24	100	80	100	80	80	100	100	24	696	\$121,333	\$417	
2.5	100% Design Documents	8	0	16	80	40	40	40	40	100	40	24	428	\$77,322	\$0	
2.6	Preparation of Project Permits	16	0	16	16				16			16	80	\$14,320		
	<b>Subtotal Task 2</b>	<b>56</b>	<b>100</b>	<b>112</b>	<b>384</b>	<b>260</b>	<b>328</b>	<b>280</b>	<b>272</b>	<b>400</b>	<b>328</b>	<b>114</b>	<b>2,634</b>	<b>\$460,548</b>	<b>\$1,251</b>	<b>\$0</b>
3	BID PHASE SERVICES															
	<b>Subtotal Task 4</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>16</b>	<b>8</b>	<b>8</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>16</b>	<b>4</b>	<b>76</b>	<b>\$13,577</b>	<b>\$0</b>	<b>\$0</b>
4	CONSTRUCTION PHASE SERVICES															
5.1	Prepare Conformed Documents	8	0	8	8	8	8	8	8		16	8	80	\$12,550		\$0
5.2	Attend Pre-Construction Meeting	0	0	8	8		0		8			0	24	\$5,273	\$0	
5.3	Review Shop Drawing Submittals	0	0	8	40	0	40	0	40	0	0	24	152	\$29,967	\$0	\$0
5.4	Review and Respond to Request for Information	0	0	8	24	24	16	0	8		8	8	96	\$16,550	\$0	\$0
5.5	Inspections during Substantial and Final Completion and Preparation of Record Drawings	0	0	16	16	30	0	0	16	0	40	0	118	\$18,491	\$ 696	\$0
	<b>Subtotal Task 5</b>	<b>8</b>	<b>0</b>	<b>48</b>	<b>96</b>	<b>62</b>	<b>64</b>	<b>8</b>	<b>80</b>	<b>0</b>	<b>64</b>	<b>40</b>	<b>470</b>	<b>\$82,831</b>	<b>\$696</b>	<b>\$0</b>
	Total Project Hours and Labor Costs	<b>64</b>	<b>100</b>	<b>214</b>	<b>496</b>	<b>330</b>	<b>400</b>	<b>288</b>	<b>368</b>	<b>400</b>	<b>408</b>	<b>158</b>	<b>3,226</b>	<b>\$ 567,062</b>	<b>1,947</b>	<b>-</b>
	Total Cost Per Labor Category	<b>\$ 10,176.00</b>	<b>\$ 15,900.00</b>	<b>\$ 47,015.80</b>	<b>\$ 108,971.20</b>	<b>\$ 37,455.00</b>	<b>\$ 87,880.00</b>	<b>\$ 32,688.00</b>	<b>\$ 80,849.60</b>	<b>\$ 87,668.00</b>	<b>\$ 46,308.00</b>	<b>\$ 12,150.20</b>	<b>\$ -</b>	<b>\$567,062</b>		
	Total Project Direct Expenses (Printing)													<b>\$0.00</b>		
	Total Travel Costs													<b>\$1,946.50</b>		
	<b>TOTAL CAROLLO ENGINEERS INC.</b>													<b>\$569,008.30</b>		
	<b>SUBCONSULTANTS</b>															
	Subconsultant (Mittauer & Associates Inc.)													<b>\$364,900</b>		
	Architectural Services (CES Consultants Inc.)													<b>\$55,985</b>		
	<b>SUBCONSULTANT SUBTOTAL</b>													<b>\$420,885.00</b>		
	<b>TOTAL LUMP SUM COSTS</b>													<b>\$989,893.30</b>		