

# Welcome to the

## Awards Meeting

**March 30, 2023, 10:00 AM EST**

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

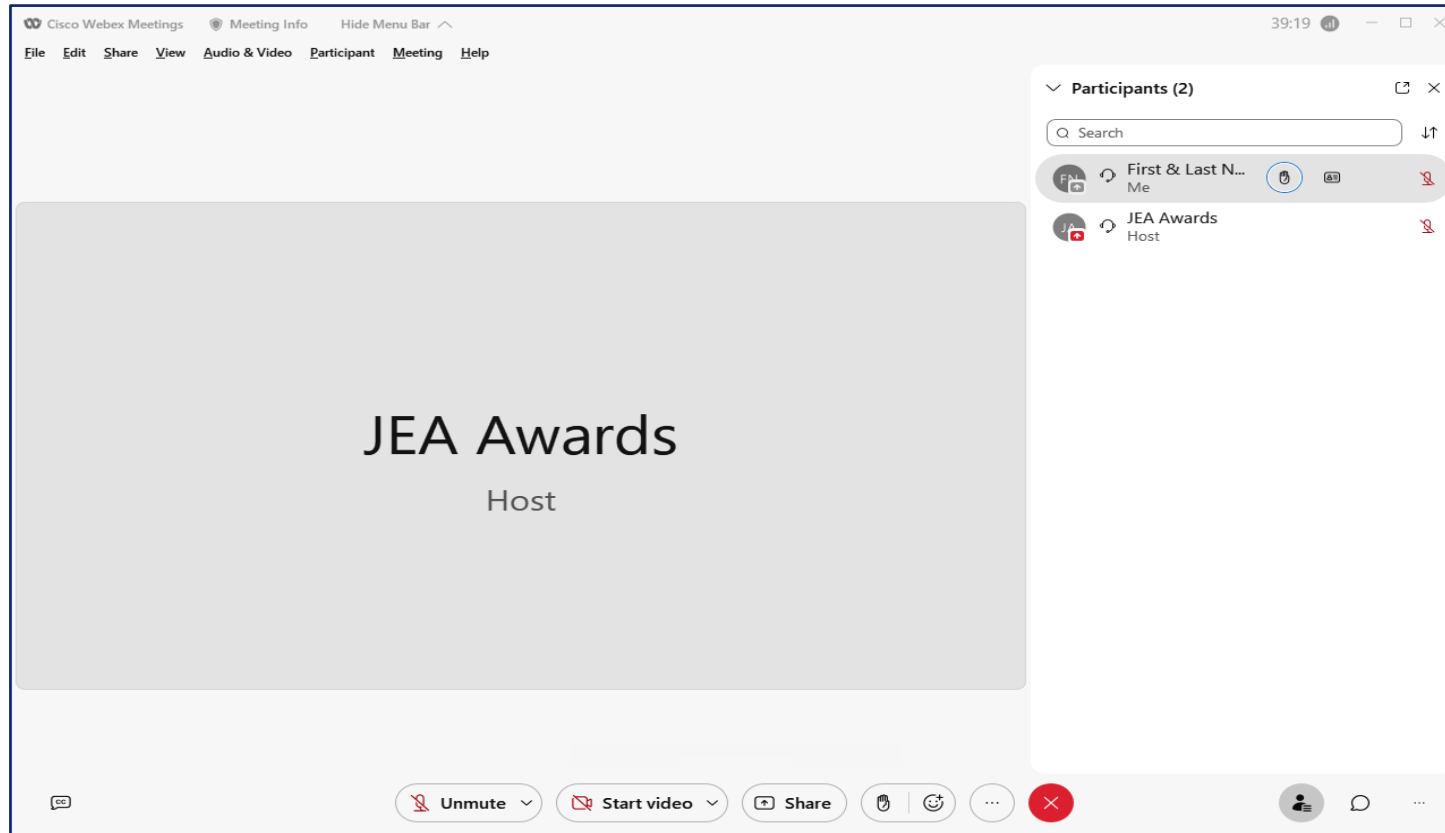
At the designated public comment time we will provide opportunity for you to unmute to speak.

During the meeting, public comments received via e-mail regarding any matter on the agenda for consideration will be read out. Per the Public Notice Agenda posted on [JEA.com](http://JEA.com), public comments by e-mail must be received no later than 9:00 a.m. on the day of the meeting to be read during the public comment portion of the meeting.

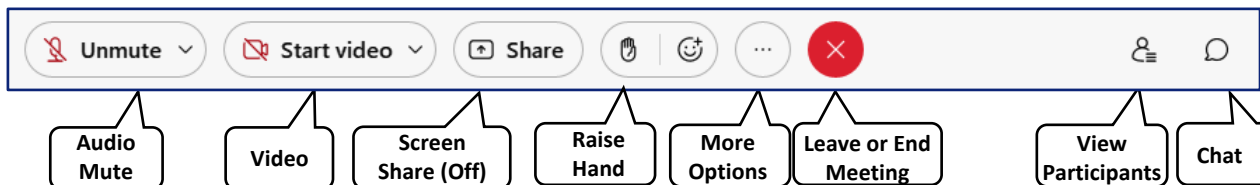
Please contact **Aileen Cruz** by telephone at **(904) 703-0996** or by email at **[cruza@jea.com](mailto:cruza@jea.com)** if you experience any technical difficulties during the meeting.




# Awards Meeting – Public Comments





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



## Controls for Public Comments

Located on the bottom-right side of your screen you will find an icon that looks like a person  labeled Participants. This option will allow you to see a long list of individuals who have joined today's meeting.

At the top of this list, your name will be visible and to the right you will notice a gray icon that looks like a hand .

If you click it, it will show a slash through the hand  letting us know that you would like to be recognized for comment, additionally you may click it again to lower your hand.

For those that may have called in directly, there are 2 additional ways that you can notify us that you would like to provide comment. The first is by **pressing \*3** on your phone, which will raise your hand. The second way you may notify us is to **press \*6** to unmute your line.

If you unmute your line, please state your name so that everyone may hear who is speaking before providing your comment.

# **AWARDS COMMITTEE AGENDA**

**DATE:** Thursday, March 30, 2023

**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(03/23/2023)
2. Request approval to award a two (2) year contract renewal to St John & Partners Advertising and Public Relations for Public Education Services in the amount of \$7,232,557.00, for a not-to-exceed amount of \$18,885,880.00 subject to the availability of lawfully appropriated funds.
3. Request approval to award a contract increase to Wharton-Smith, Inc. for the renovation of the E&I workspace as part of the Buckman Biosolids Conversion Projects in the amount of \$2,485,992.00, for a new not-to-exceed amount of \$67,855,166.27, subject to the availability of lawfully appropriated funds.
4. Request approval to award a contract increase to Mott MacDonald Florida LLC for additional engineering for the SIPS Southside Blvd WM and Davis- Gate Pkwy to RG Skinner RWM project in the amount of \$125,749.00, for a new not-to-exceed amount of \$3,002,697.00, subject to the availability of lawfully appropriated funds
5. 1411104046– Request approval to award a contract to Sunbelt Rentals, Inc. for Generator Rentals for Storm Season in the amount of \$2,804,328.00, subject to the availability of lawfully appropriated funds.
6. 1411020446 – Request approval to award contracts to Burns & McDonnell Engineering Company, Inc. for Electric System Planning Future Needs Study in the not to exceed amount of \$1,200,000.00, subject to the availability of lawfully appropriated funds.
7. Request approval to award a contract increase to Advanced Technology Management Inc. in the amount of \$631,070.82, for a new not-to-exceed amount of \$2,100,496.07, subject to the availability of lawfully appropriated funds.
8. 1411059446 – Request approval to award a contract to Eagle Lawn Care of N.E. Florida, Inc. (\$302,922.00) and Freedom Landscape and Lawn Maintenance Inc. (\$283,546.20) for landscape maintenance and chemical spraying for a total not-to-exceed amount of \$586,468.20, 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.



## 03-30-2023 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 03/23/2023 meeting.
2	RENEWAL	Stultz	\$7,300,000.00	\$7,232,557.00	ST JOHN & PARTNERS ADVERTISING AND PUBLIC RELATIONS	Five (5) Years w/Two (2) - One (1) Yr. Renewals	<p><b><u>Public Education Services</u></b></p> <p>JEA's public education services will include marketing, communications, advertising and/or media buying. The company awarded the contract will plan, coordinate, create, produce and implement a multi-channel public education campaign designed to increase the public's knowledge of how to more efficiently manage their electric, water and sewer utility services, and to inform them about how JEA manages those services for them and the community.</p> <p>This request is for additional funding of \$7,232,557.00 for a two (2) year contract renewal from 05/01/2023 to 04/30/2025 to maintain the existing public education services. St. John &amp; Partners works closely with JEA to help develop strategic communications and customer messaging, especially as it relates to JEA's paid advertising campaigns. They help identify and leverage key insights to be able to reach JEA's customers and community stakeholders most effectively, such as with our current campaign, "Your Community. Your YOUtility." St. Johns has been a valuable partner in large part due to the length and quality of time they have invested in understanding JEA, our leadership and communications team vision and strategic approach. As a result of the synergy that has been created, we would like to recommend use of the two (2) year renewal option to ensure consistency and continue the momentum JEA has built over the course of the partnership. JEA intends to rebid on completion of this renewal.</p> <p>Request approval to award a two (2) year contract renewal to St. John &amp; Partners Advertising and Public Relations for Public Education Services in the amount of \$7,232,557.00, for a not-to-exceed amount of \$18,885,880.00, subject to the availability of lawfully appropriated funds.</p>
3	CONTRACT INCREASE	Melendez	\$2,500,000.00	\$2,485,992.00	WHARTON-SMITH INC	Project Completion (Expected: January 2028)	<p><b><u>Construction Management-at-Risk (CMAR) Services for the Buckman Biosolids Conversion Projects</u></b></p>

## 03-30-2023 Awards Committee

							<p>The scope of work to be performed under this solicitation consists of CMAR services for the Buckman Biosolids Conversion Projects. These projects are needed to update the treatment process at the Buckman Water reclamation Facility (WRF) to meet current and future needs.</p> <p>This contract increase is a Guaranteed Maximum Price (GMP) for full renovation of the existing Electrical and Instrumentation (E&amp;I) workspace at the south end of the old administration building. Renovation will include a new office, common workspaces, bathrooms, HVAC and building improvements to meet current building codes. This increase will also include the demolition of the northern portion of the same building. The expected end date for the work included in this GMP is November 2024, while the overall contract is expected to continue until January 2028.</p> <p>JEA reviewed the CMAR GMP proposal and deemed the results reasonable when compared to past projects. A copy of the quote letter is attached for reference. As design progresses for the other aspects of the overall Buckman Biosolids Conversion Projects, additional GMPs will be brought before the Awards Committee. It is estimated that the overall contract value, inclusive of all projected projects, will be \$300,000,000.00.</p> <p>A new not-to-exceed amount of \$67,855,166.27.</p>
4	CONTRACT INCREASE	Melendez	\$130,000.00	\$125,749.00	MOTT MACDONALD FLORIDA LLC	Project Completion (Expected: March 2026)	<p><b><u>Engineering Services for the SIPS Southside Blvd WM and Davis - Gate Pkwy to RG Skinner RWM</u></b></p> <p>The Scope of Work to be performed under this contract consists of the final detailed design, permitting, bid phase assistance, and engineering support services during construction for both Southside Integrated Piping System (SIPS) - Greenland - Southside Blvd – Deerwood 3 to Greenland Water and Davis – Gate Pkwy to RG Skinner – Reclaimed Water projects. The project includes approximately 42,900 LF of 30” ductile iron pipe water main between the SIPS Deerwood Water Treatment Plant (WTP) pipeline and the Greenland WTP. The project also includes an approximately 15,000 LF of 30” ductile iron pipe reclaimed water main between Gate Parkway and RG Skinner Parkway.</p> <p>This contract increase request adds funds for two separate scopes of work. The first is an evaluation of options for mixing ozonated water in the Ground Storage Tanks (GSTs)</p>

## 03-30-2023 Awards Committee

							<p>at the Greenland WTP. JEA requested this evaluation due to concerns about leaving the GSTs as-is once the SIPS water is introduced. The second scope includes an additional traffic analysis along Burnt Mill road. This analysis was requested by COJ during discussions for the utility construction permit application required for this project. The proposed scopes and fees were deemed reasonable when compared to past projects. The scope and fee letters are attached for reference. The hourly rates have not been increased since the original award. The design of this project is expected to be completed in September of 2023, with services during construction lasting until March 2026.</p> <p>A new not-to-exceed amount of \$3,002,697.00.</p>
5	<p>INVITATION FOR BID (IFB)</p> <p>6 Bidders</p>	Melendez	\$2,800,000.00	\$2,804,328.00	SUNBELT RENTALS, INC.	<p>Three (3) Years w/Two (2) – One (1) Yr. Renewals</p>	<p><b><u>Generator Rental for Storm Season</u></b></p> <p>The scope of work for this solicitation includes provides dedicated portable generator assets for exclusive use by JEA during the six (6) month storm season, from June 1st through November 30th, beginning in 2023. Generators and quantities covered under this partnership will be as follows:</p> <ul style="list-style-type: none"> <li>• 300 kW - 4 Units</li> <li>• 200 kW - 4 Units</li> <li>• 100 kW - 41 Units</li> <li>• 60 kW or 56 kW - 10 Units</li> <li>• 500 kW – 1 Unit</li> </ul> <p>The lowest Response exceeded JEA’s budget for generator rentals. JEA decided to reduce the number of 100 kW and 60 kW or 56 kW generators being rented. An analysis was completed reducing the quantities of each Respondent’s numbers and Sunbelt Rentals, Inc. was still the lowest responsive and responsible Respondent. Sunbelt Rentals, Inc. agreed to the lower quantity of generators for the contract term. A copy of the revised Response Form and Workbook are attached for reference. The prices for the generator rentals may be increased by the Consumer Price Index (CPI) annually if requested by the vendor.</p> <p>Request approval to award a contract to Sunbelt Rentals, Inc. for Generator Rentals for Storm Season in the amount of \$2,804,328.00, subject to the availability of lawfully appropriated funds.</p>
6	<p>REQUESTF FOR PROPOSAL (RFP)</p> <p>7 Proposers</p>	Melendez	\$1,200,000.00	\$1,200,000.00	BURNS & MCDONNEL ENGINEERING COMPANY, INC	<p>Five (5) Years w/ Two (2) 1-Yr. Renewals</p>	<p>Electric System Planning Future Needs Studies</p> <p>The engineering services company (the “Company”) will be contracted to perform JEA electric system studies as</p>

## 03-30-2023 Awards Committee

						<p>requested to analyze the potential future impacts to the system and support plans to develop proactive mitigation strategies.</p> <p>This document outlines the scope of a comprehensive electric system study for JEA to address various needs. The timeframe for these needs can be anywhere from the near-term Transmission Planning horizon (next one to five years) to far out into the future (the next twenty years). The study should quantify and analyze the rollup impacts due to the following items:</p> <ul style="list-style-type: none"> <li>• Utility scale renewable generating resources integration</li> <li>• Increased power import/export capability into/out of JEA</li> <li>• Future additional generation / resource interconnections</li> <li>• Long term load growth due to the existing and future customers</li> <li>• Effects of high levels of Electric Vehicle penetration on JEA System</li> </ul> <p>JEA has a budgeted forecast of \$220,000.00 for the scope of services in this engineering project for FY23 and has planned \$425,000.00 for FY24 and \$185,000.00 estimated for the remaining three (3) fiscal years. JEA will work to develop the various tasks as data analysis and team meetings are coordinated under the contract. As such, JEA will preliminarily fund the contract and will return to awards committee to add funds to the contract to fund work as tasks are refined.</p> <p>The proposed engineering rates are compared on an aggregate average basis per firm. When comparing similar type engineering services for IRP's and other system studies, historical aggregate average rate index has ranged from \$212.02 to \$235.38. For these services the aggregate average rate index is \$232.76 and is within the typical range and deemed reasonable. The rates are subject to CPI price adjustment annually with a cap of six percent (6%).</p> <p>1411020446 – Request approval to award contracts to Burns &amp; McDonnell Engineering Company, Inc. for Electric System Planning Future Needs Studies in the amount of \$1,200,000.00, subject to the availability of lawfully appropriated funds.</p>
7	RENEWAL	McElroy	\$631,070.82	\$631,070.82	ADVANCED TECHNOLOGY MANAGEMENT, INC.	<p>Three (3) Years w/Two (2) – 1 Yr. Renewals</p> <p><b><u>Facilities Landscaping Maintenance-Sheltered</u></b></p> <p>It is the intent of this solicitation to secure economical pricing for basic landscape maintenance and chemical spraying for all JEA facilities. These services must be performed in a safe manner, and the results must be aesthetically pleasing as these facilities represent JEA to our customers. The</p>

## 03-30-2023 Awards Committee

						<p>specifications also ensure that the Contractor performs these maintenance activities with skilled personnel in a safe and professional manner adhering to all JEA, City, County and State regulations and requirements. Work will be performed at approximately 942 JEA facilities located in Duval, Nassau, St. Johns and Clay Counties in Florida as listed in Appendix B - Response Workbook.</p> <p>This request is to utilize the second one (1) year renewal option from 03/31/2023 to 04/17/2024. A correction to the end date on the original award will be made on the contract amendment to change the term end date to 04/17/2024 to account for the entire five (5) year. Advanced Technology Management Inc. has provided satisfactory service and agreed to renew the contract, but requested a rate increase due to increased costs associated with fuel and labor. JEA agreed to an approximate seven percent (7%) increase based on the annual average increase from the CPI inflation report. The award amount is based on the approximate monthly average of \$52,589.24 for these services and includes the addition of 80 sites.</p> <p>A new not-to-exceed amount of \$2,100,496.07.</p>
8	REQUEST FOR PROPOSALS (RFP)	McElroy	\$515,000.00	\$302,922.00  \$283,546.20	EAGLE LAWN CARE OF N.E. FLORIDA, INC.  FREEDOM LANDSCAPE AND LAWN MAINTENANCE INC	One (1) Year w/Two (2) – One (1) Yr. Renewals  <p>The purpose of this Request for Proposals (RFP) is to evaluate and select a vendor that can provide economical pricing for basic landscape maintenance and chemical spraying for the included JEA facilities. These services shall be performed in a safe manner, and the results must be aesthetically pleasing as these facilities represent JEA to our customers. The specifications require that the Company performs these maintenance activities with skilled personnel in a safe and professional manner adhering to all JEA, City, County and State regulations and requirements. Work will be performed at approximately 446 JEA facilities located in Duval and Nassau County, in Florida as listed in Appendix B - Proposal Workbook.</p> <p>The award amount of \$586,468.20 is approximately fourteen percent (14%) higher than the business unit estimate which was based on the actual expenditures under the current term, and included a projected rate increase and pricing for added sites. When compared to the current contract there was an approximate 9% increase in the number of sites and an approximately thirty-four percent (34%) increase in rates. Funding for the FY23 variance has been identified and communicated to Finance.</p>

## 03-30-2023 Awards Committee

							A total not-to-exceed amount of \$586,468.20.
<b>Total Award</b>				<b>\$15,066,165.02</b>			

## **JEA AWARDS COMMITTEE MARCH 23, 2023, MEETING MINUTES**

The JEA procurement Awards Committee met on March 23, 2023, in person with a WebEx option.

WebEx Meeting Number (access code): 2309 526 2709

WebEx Password: cQMmJPHA823

Members in attendance were Jenny McCollum as Chief Procurement Officer, Stephen Datz as Chairperson (onsite), Stephanie Nealy as Budget Representative, Rebecca Lavie as Office of General Counsel Representative, Hai Vu as Vice Chairperson, Janie Smalley for Laura Schepis, Ricky Erixton (onsite), and Joe Orfano (onsite). Unless otherwise indicated, all attendees were via WebEx.

Chair Datz called the meeting to order at 10:00 a.m., introduced the Awards Committee Members, and confirmed that there was an in-person quorum of the Committee membership present.

### **Public Comments:**

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

### **Awards:**

1. Approval of the minutes from the last meeting (03/16/2023). Chair Datz verbally presented to the Committee Members the proposed March 16, 2023, minutes as presented.

**MOTION:** Joe Orfano made a motion to approve the March 16, 2023, minutes (Award Item 1) as presented in the committee packet. The motion was seconded by Ricky Erixton and approved unanimously by the Awards Committee (5-0).

The Committee Members reviewed and discussed the following Awards Items 2-13.

2. Request approval to award contract increase to Stuart C Irby CO (\$4,793,102.07) and Electric Supply Inc. (\$138,785.78) for the purchase of Streetlight Material for JEA Inventory Stock, for a total not-to-exceed amount of \$17,485,089.05, subject to the availability of lawfully appropriated funds.

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

3. 1411074646 – Request approval to award a contract to Advanced Turbine Support, LLC in the amount of \$652,500.00 for Borescope services and to Tes Tex, Inc. in the amount of \$297,500.00 and Applied Technical Services, LLC in the amount of \$297,500.00 for NDE Services for a total amount of \$1,247,500.00, subject to the availability of lawfully appropriated funds.

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

4. 1410869846 – Request approval to award a contract to Mott MacDonald, LLC for engineering and services during construction for the Ridenour WTP RW Re-Pump and Booster Station project in the amount of \$1,328,881.00, subject to the availability of lawfully appropriated funds.

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

5. 1411064846 – Request approval to award a contract to C & C Power Line, Inc. for construction services for the McDuff Substation Circuit relocation project in the amount of \$964,206.50, 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 Joe Orfano and approved unanimously by the Awards Committee (5-0).

6. Request approval to award a contract to UCC Environmental for the NGS 2B Gathering Conveyor Upgrade project in the amount of \$356,290.00, subject to the availability of lawfully appropriated funds.

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

7. Request approval for a contract extension to Davis Tire Center, Inc. to provide Tire Maintenance and Repair Services for an additional three (3) months and increase the contract amount by \$630,928.24, for a new not-to-exceed amount of \$2,134,877.26, subject to the availability of lawfully appropriated funds.

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

8. Request approval to award a contract increase to Dobbs Equipment LLC. for the purchase of additional John Deere Heavy Equipment in FY23 in the amount of \$801,761.00, for a new not-to-exceed amount of \$2,710,196.00, subject to the availability of lawfully appropriated funds.

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

9. Request approval to award a piggyback contract to Texas Trailers for the purchase of sixteen (16) trailers for FY23 in the amount of \$603,831.00, subject to the availability of lawfully appropriated funds.

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

10. Request approval to award a contract increase to Hal Jones Contractor for additional engineering and construction services for the McCoy's Creek Utility Relocation project in the amount of \$1,144,351.00, for a new not to exceed amount of \$1,475,789.00, subject to the availability of lawfully appropriated funds.

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

11. Request approval to award Superior Construction Company Southeast, LLC a contract for pre-construction and engineering services for the CR210 Widening Reclaim Water Main project in the amount of \$465,093.65, subject to the availability of lawfully appropriated funds.

**MOTION:** Hai Vu made a motion to approve Award Item 11 as presented in the committee packet. The motion was seconded by Joe Orfano and approved unanimously by the Awards Committee (5-0).

12. 1410837046 - Request approval to award contracts to Aggregate Haulers (\$2,730,000.00) and Capitol Environmental Services, Inc. (\$1,053,000.00) for the Continuing Services for DOT Road Base Lime Rock and 57 Stone in the amount of \$3,783,000.00, subject to the availability of lawfully appropriated funds.

**MOTION:** Janie Smalley made a motion to approve Award Item 12 as presented in the committee packet. The



motion was seconded by Hai Vu and approved unanimously by the Awards Committee (5-0).

13. Request approval to award payment to Nassau County for the design of the Chester Rd Reclaim and Force Main project in the amount of \$77,873.48, subject to the availability of lawfully appropriated funds.

**MOTION:** Joe Orfano made a motion to approve Award Item 13 as presented in the committee packet. The motion was seconded by Hai Vu and approved unanimously by the Awards Committee (5-0).

Informational Item:

No informational items were presented to the Awards Committee.

Ratifications:

Award #7 was presented as a Ratification to the Awards Committee.

Public Comments:

No additional public comment speaking period was taken.

Adjournment:

Chair Datz adjourned the meeting at 10:37 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 March 30, 2023

**Type of Award Request:** RENEWAL  
**Requestor Name:** Ham, Melissa L. - Manager Product Marketing  
**Requestor Phone:** (904) 665-8607  
**Project Title:** Public Education Services  
**Project Number:** 10501 (\$600,000), 10500 (\$6,700,000.00)  
**Project Location:** JEA  
**Funds:** O&M  
**Budget Estimate:** \$7,300,000.00

**Scope of Work:**

JEA's public education services will include marketing, communications, advertising and/or media buying. The company awarded the contract will plan, coordinate, create, produce and implement a multi-channel public education campaign designed to increase the public's knowledge of how to more efficiently manage their electric, water and sewer utility services, and to inform them about how JEA manages those services for them and the community.

**JEA IFB/RFP/State/City/GSA#:** 027-18, CPA 173537  
**Purchasing Agent:** Woyak, Nathan  
**Is this a Ratification?:** NO

**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Amount
ST. JOHN & PARTNERS ADVERTISING AND PUBLIC RELATIONS	Chris Heydt	chrisheydt@sjp.com	2411 Dulles Corner Park Suite 800 Herndon, VA 20171	\$7,232,557.00

**Amount of Original Award:** \$11,553,323.00  
**Date of Original Award:** 03/22/2018  
**Renewal Amount:** \$7,232,557.00  
**Amount in Current FY:** \$2,060,000.00

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

CPA #	Amount	Date
173537	\$100,000.00	01/22/2020

**Length of Contract / PO Term:** Five (5) Years w/Two (2) - One (1) Yr. Renewals  
**New Not-To-Exceed Amount:** \$18,885,880.00  
**Begin Date (mm/dd/yyyy):** 05/01/2018

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

04/30/2025

**Renewal Options:**

None remaining

**JSEB Requirement:**

Acuity Design Group, LLC – Providing Communications & Media Related Services – 3.01% – 4.99% of total job

**Background/Recommendations:**

Originally competitively bid and approved by Awards Committee on 03/22/2018 in the amount of \$11,553,323.00 to St. John & Partners Advertising and Public Relations. On 01/22/2020, JEA completed an administrative increase in the amount of \$100,000.00 for additional work to plan, coordinate, create, produce, and implement a multi-channel public education campaign to increase the public knowledge/inform them about how JEA manages those services for them and the community. A copy of the original award is attached as backup.

This request is for additional funding of \$7,232,557.00 for a two (2) year contract renewal from 05/01/2023 to 04/30/2025 to maintain the existing public education services. St. John & Partners works closely with JEA to help develop strategic communications and customer messaging, especially as it relates to JEA's paid advertising campaigns. They help identify and leverage key insights to be able to reach JEA's customers and community stakeholders most effectively, such as with our current campaign, "Your Community. Your YOUtility." St. Johns has been a valuable partner in large part due to the length and quality of time they have invested in understanding JEA, our leadership and communications team vision and strategic approach. As a result of the synergy that has been created, we would like to recommend use of the two (2) year renewal option to ensure consistency and continue the momentum JEA has built over the course of the partnership. JEA intends to rebid on completion of this renewal.

The annual contract amounts are determined in alignment with annual budget needs to provide education and communications services for JEA. Below are the updated contract rates which have increased by 7.76% since the original 2018 contract rates due to inflation. The rates below have been revised to reflect a blended rate across each functional discipline. All time incurred performing the functions above will be billed at the blended rate, regardless of title. These rates are valid for the entire length of the proposed two (2) year contract renewal.

ITEM NO.	TITLE OF TEAM MEMBER	% WEIGHT	HOURLY RATE	BLENDED HOURLY RATE
1.1	Account and Strategy Manager	48.40%	\$124.00	\$60.02
1.2	Account Creative and Digital	20.00%	\$140.00	\$28.00
1.3	Account Media Planner/Buyer	12.96%	\$129.00	\$16.72
1.4	Account Production Manager	9.51%	\$108.00	\$10.27
1.5	Social Media Strategist	7.78%	\$120.00	\$9.34
1.6	Creative Production Coordinator	1.47%	\$129.00	\$1.90
	Total Blended Hourly Rate for Public Education Services			\$126.25

Below is a breakdown of how much is spend through these rates, on media etc.

TOTAL SPEND BY FUNCTION		
Function	Percentage	Spend
Media Spend	55.74%	\$4,031,261
Agency	23.88%	\$1,727,472
Production	14.74%	\$1,066,127
JSEB	0.72%	\$51,998
Research	4.92%	\$355,699

<b>Total</b>	<b>100.00%</b>	<b>\$7,232,557</b>
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Request approval to award a two (2) year contract renewal to St. John & Partners Advertising and Public Relations for Public Education Services in the amount of \$7,232,557.00, for a not-to-exceed amount of \$18,885,880.00, subject to the availability of lawfully appropriated funds.

**Director:** Goldberg, David M. – Dir Customer & Community Engagement  
**VP:** Stultz, Mark E. - VP Communications  
**Chief:** Schepis, Laura A. - Chief External Affairs Officer

**APPROVALS:**

Stephen Datz 3/30/2023

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

Stephanie M Healy 3/30/2023

**Budget Representative** **Date**



March 20, 2023

To: David Goldberg, Melissa Ham  
From: Chris Heydt  
RE: JEA Contract Extension - Procurement Request

Below, please find our responses to the contract extension questions provided to St John on Mar 7, 2023.

### 1. Details of how the \$7.232M total contract amount is being determined.

Annual contract amounts are determined in alignment with annual budget needs to provide education and communications services for JEA.

Spend for the 2-year extension is broken out as follows:

Spend Estimations	FY23 (May-Sept)	FY24	FY25 (Oct-Apr)	5% Anticipated Budget Increase	Total
Total PO	\$2,060,000	\$3,050,000	\$1,778,150	\$344,407	\$7,232,557
Customer Education	\$1,148,197	\$1,700,000	\$991,100	\$191,965	\$4,031,261
Media Spend	\$742,951	\$1,100,000	\$641,300	\$124,212	\$2,608,463
Agency/Production/JSEB	\$405,246	\$600,000	\$349,800	\$67,752	\$1,422,798
Cust. Solutions	\$405,246	\$600,000	\$349,800	\$67,752	\$1,422,798
Media Spend	\$202,623	\$300,000	\$174,900	\$33,876	\$711,399
Agency/Production/JSEB	\$202,623	\$300,000	\$174,900	\$33,876	\$711,399
H2.0	\$405,246	\$600,000	\$349,800	\$67,752	\$1,422,798
Media Spend	\$202,623	\$300,000	\$174,900	\$33,876	\$711,399
Agency/Production/JSEB	\$202,623	\$300,000	\$174,900	\$33,876	\$711,399
Research	\$101,311	\$150,000	\$87,450	\$16,938	\$355,700
FGS Services	\$101,311	\$150,000	\$87,450	\$16,938	\$355,700
Total Spend	\$2,060,000	\$3,050,000	\$1,778,150	\$344,407	\$7,232,557

2. A breakdown of how much is spent through these rates, on media, etc.

TOTAL SPEND BY FUNCTION		
Function	Percentage	Spend
Media Spend	55.74%	\$4,031,261
Agency	23.88%	\$1,727,472
Production	14.74%	\$1,066,127
JSEB **	0.72%	\$51,998
Research	4.92%	\$355,699
Total	100.00%	\$7,232,557

\*\* JSEB Goal is 3.01% of Agency Fee per original contract

3. An update of the original contract rates.

ITEM NO.	TITLE OF TEAM MEMBER	% WEIGHT	BAFO HOURLY RATE	BAFO BLENDED HOURLY RATE
1.1	Account and Strategy Manager	48.40%	\$124.00	\$60.02
1.2	Account Creative and Digital	20.00%	\$140.00	\$28.00
1.3	Account Media Planner/Buyer	12.96%	\$129.00	\$16.72
1.4	Account Production Manager	9.51%	\$108.00	\$10.27
1.5	Social Media Strategist	7.78%	\$120.00	\$9.34
1.6	Creative Production Coordinator	1.47%	\$129.00	\$1.90
	Total Blended Hourly Rate for Public Education Services			\$126.25
				7.76% Higher than 2018 Rate

The rates above have been revised to reflect a blended rate across each functional discipline. All time incurred performing the functions above will be billed at the blended rate, regardless of title. These rates are valid for the entire length of the proposed two (2) year contract extension.



Approved by the JEA Awards Committee

Date 3/22/2018 Item # 3**Formal Bid and Award System**

CPA 173537

Award #3 March 22, 2018

**Type of Award Request:** INVITATION TO NEGOTIATE (ITN)  
**Request #:** 4077  
**Requestor Name:** Ham, Melissa L. - Manager Product Marketing  
**Requestor Phone:** (904) 665-8607  
**Project Title:** Public Education Services  
**Project Number:** 10500  
**Project Location:** JEA  
**Funds:** O&M  
**Award Estimate:** \$11,553,323.00

**Scope of Work:**

JEA's public education services will include marketing, communications, advertising and/or media buying. The company awarded the contract will plan, coordinate, create, produce and implement a multi-channel public education campaign designed to increase the public's knowledge of how to more efficiently manage their electric, water and sewer utility services, and to inform them about how JEA manages those services for them and the community.

**JEA IFB/RFP/State/City/GSA#:** 027-18  
**Purchasing Agent:** Woyak, Nathan J  
**Is this a Ratification?:** NO

**RECOMMENDED AWARDEE(S):**

Name	Address	Phone	Amount
ST JOHN & PARTNERS ADVERTISING AND PUBLIC RELATIONS	5220 Belfort Rd., Ste. 400 Jacksonville FL 32256	(904) 281- 2500	\$11,553,323.00

**Amount for entire term of Contract/PO:** \$11,553,323.00  
**Award Amount for remainder of this FY:** \$974,990.00  
**Length of Contract/PO Term:** Five (5) Years w/Two (2) – 1 Yr. Renewals  
**Begin Date (mm/dd/yyyy):** 05/01/2018  
**End Date (mm/dd/yyyy):** 04/30/2023  
**Renewal Options:** YES – Two (2) – 1 Yr. Renewals  
**JSEB Requirement:** Optional, JSEB included as evaluation criteria

**Comments on JSEB Requirements:** Acuity Design Group, LLC – Providing Communications & Media Related Services – 3.01% – 4.99% of total job



**BIDDERS:**

Name	Blended Hourly Rate	Rank	Score	BAFO Hourly Rate	Disqualified
ST. JOHN & PARTNERS ADVERTISING AND PUBLIC RELATIONS	\$127.40	1	91.13	\$117.15	No
SHEPHERD AGENCY	\$104.00	2	70.60	N/A	Withdrew Bid Prior to Presentation/BAFO

**Background/Recommendations:**

Advertised Request for Qualification (RFQ) 11/10/2017. Eleven (11) companies attended the optional pre-qualification meeting on 11/27/2017. Qualification packages were opened on 12/12/2017, JEA received two (2) Responses. Many companies submitted no bid responses for different reasons, Dalton did not bid due to an existing relationship with FP&L. Alpha Omega, Hester Group, On Ideas, Burdette Ketchum, and Fivecannons all submitted no bid responses based on not meeting the minimum qualifications, or specifications or they were not willing to complete the work assignment presentations for no cost.

On 01/05/2018 the two (2) Responses received from St. John & Partners and Shepherd Agency were shortlisted to participate in the Invitation to Negotiate (ITN). On 01/30/2018 two (2) Responses were received from both companies, and on 02/13/2018 the scoring for the written responses was approved through a public consensus scoring meeting. Work assignment presentations were scheduled for both shortlisted companies on 03/02/2018; however, Shepherd Agency withdrew their response on 02/23/2018 prior to the presentations being held. JEA decided not to proceed with a presentation with only St. John & Partners. On 02/27/2018, JEA requested a Best and Final Offer (BAFO) from St. John & Partners and they submitted their BAFO on 02/28/2018. Attached is the evaluation matrix summary and BAFO as back-up.

The pricing requested was based on blended hourly rates and weighted usage percentages for the different team members across each functional discipline JEA expects to use throughout the contract. Actual hours will be calculated based on actual activities completed and the projected costs are \$2,300,000.00 annually. The BAFO blended rate of \$117.15 is ten percent (10%) higher the current contract blended rate of \$105.56 submitted in the 2012 RFP. It should be noted that there are differences in team members and weighting percentages than requested in 2012. The BAFO resulted in a savings of eight percent (8%) when comparing the blended rate of \$117.15 to the original offer of \$127.40. The rates will remain fixed for the five (5) year term of the contract.

027-18 – Request approval to award a five (5) year contract to St. John & Partners Advertising and Public Relations for JEA's public education services which includes marketing, communications, advertising and/or media buying in the amount of \$11,553,323.00, subject to the availability of lawfully appropriated funds.

**Director:** Goldberg, David M. - Dir Customer & Community Engagement  
**VP:** Stewart, Kerri - Chief Customer Officer



**APPROVALS:**

 3-22-18

**Chairman, Awards Committee**

**Date**

 3/22/18

**Manager, Capital Budget Planning**

**Date**

Birt, FO SI Jclrns /A Pnrt11,rs 027-18 Public Education Services

Revision 1: 2.28.18

## ITN Appendix B - Response Workbook

ITEM NO.	TITLE OF TEAM MEMBER	% WEIGHT	HOURLY RATE	BLENDED HOURLY RATE
1.111	Account Manager	59%	\$ 115.00	\$ 67.85
1.211	Account Creative Director	7%	\$ 125.00	\$ 8.75
1.311	Strategy Development Coordinator	3%	\$ 150.00	\$ 4.50
1.411	Account Media Planner/Buyer	24%	\$ 120.00	\$ 28.80
1.511	Account Production Manager	2%	\$ 100.00	\$ 2.00
1.611	Research Lead	5%	\$ 105.00	\$ 5.25
Total Blended Hourly Rate for Public Education Services!!			\$	117.15

The rates above have been revised to reflect a blended rate across each functional discipline. All time incurred performing the functions above will be billed at the blended rate, regardless of title. These rates are valid for the entire length of the proposed five (5) year contract.

We also propose adding an additional functional area should JEA decide to utilize additional services. That function and rate is:

Social Media Strategy

\$105.00

CONSENSUS SCORING RANKING SUMMARY, ITN 027-18 PUBLIC EDUCATION SERVICES

Consensus Rankings	Quotation of Rates (20 Points)	Professional Staff Experience (20 Points)	Company Experience (10 Points)	Design Approach and Work Plan (25 Points)	Proximity (20 Points)	JSEB (5 points)	Work Assignment Presentation (50 Points)	Total	Rank
Shepherd	20.00	12.6	7	11	20	0		70.60	2
St John & Partners	16.33	17.8	10	24	20	3		91.13	1

## Evaluation Matrix

Specification: 027-18 Public Education Services

Firm: St John &amp; Partners

Evaluator: Consensus

Quotation of Rates (20 Points)

### Quotation of Rates(20 Points)

Low respondent = 20 pts  
Other respondents points = 20\*(Low respondent/respondent)

16.33

Professional Experience of Respondents Staff (20 Points)

### Professional Experience of respondents Staff (20 Points)

Years of Relevant Experience

>= 15 yrs = 5 pts, 14.9 to 10 yrs = 4 pts, 9.9 to 5 yrs = 3 pts, < 5 yrs = 1 pt

Depth of Experience

0-15 points

Resume Titles

Years of  
Relevant  
Experience  
(0-5 points)

Depth of  
Experience  
(0-15 points)

Total  
(0-20 points)

Account Manager-Margo Conant (22yrs)

5

15

20

Account Creative Director-Kristen Bankert (21yrs)

5

12

17

Strategy Development Coordinator-Megan Salah (6yrs)

3

10

13

Account Media Planner/Buyer-Lynn Kennedy (19yrs)

5

14

19

Research Lead- Lisa Gearhart (29yrs)

5

15

20

Total 89.00

Total Score / Maximum Possible Score x Maximum Points

17.80

17.8

Company Experience (10 Points)

### Company Experience (10 Points)

Reference #1

Very Good Response

Good Response

Fair Response

Inadequate or no  
information  
provided.

(5 points)

(4-5 points)

(2- 3 points)

(1 point)

(0 points)

5

Reference #2

Very Good Response

Good Response

Fair Response

Inadequate or no  
information  
provided.

(5 points)

(4-5 points)

(2- 3 points)

(1 point)

(0 points)

5

### Design Approach and Workplan (25 Points)

1. Balance of creative focus between creative innovation and tried and true

(2 points)

Very Good Response  
(2 points)

Good/Fair Response  
(1 point)

Inadequate or no information provided.  
(0 points)

2

2. Creative philosophy and how it translates to good creative

(2 points)

Very Good Response  
(2 points)

Good/Fair Response  
(1 point)

Inadequate or no information provided.  
(0 points)

2

3. Market Challenges—three key challenges facing the electric, water or sewer industries

(2 points)

Very Good Response  
(2 points)

Good/Fair Response  
(1 point)

Inadequate or no information provided.  
(0 points)

2



Design Approach and Workplan (25 Points)	4. Media Planning and Buying—describe capabilities and opinion of what the proper media balance should be for an education (2 points)	Very Good Response (2 points)	Good/Fair Response (1 point)	Inadequate or no information provided. (0 points)	2			
	5. Process Management—describe workflow process management and how it guarantees efficiency and effectiveness in producing advertising and communications campaigns (2 points)	Very Good Response (2 points)	Good/Fair Response (1 point)	Inadequate or no information provided. (0 points)	2			
	6. Results/Testing—describe process for rational testing, and how to balance new creative against proven in-market campaigns (2 points)	Very Good Response (2 points)	Good/Fair Response (1 point)	Inadequate or no information provided. (0 points)	1			
	7. Research component - describe appropriate research design and techniques to be used to better understand customer needs (2 points)	Very Good Response (2 points)	Good/Fair Response (1 point)	Inadequate or no information provided. (0 points)	2			
	8.StrategicThinking/Consulting—Provide the best example from past projects for marketing strategy applied to marketing challenges? (5 points)	Very Good Response (4-5 points)	Good/Fair Response (2-3 point)	Inadequate or no information provided. (0 points)	5			
	9. Unique/Additional Services—describe additional services that could enhance the performance for JEA’s engagement, and any other things that make the Company unique. (4 points)	Very Good Response (3-4 points)	Good/Fair Response (1-2 point)	Inadequate or no information provided. (0 points)	4			
	10. Overall Project Approach—describe an understanding of JEA’s overall project and work to be performed. Describe methodologies and procedures that will be used to achieve JEA’s objectives. Provide comprehensive resource plan and schedule. (2 points)	Very Good Response (2 points)	Good/Fair Response (1 point)	Inadequate or no information provided. (0 points)	2			
	Jacksonville Small & Emerging Business Program (JSEB) (5 Points)							
	Amount of work that will be subcontracted (5 points)	COJ/JEA Certified JSEB Firm (5 points)	Sub ≥ 5% (4 points)	Sub ≥ 3% and < 5% (3 points)	Sub ≥ 2% and < 3% (2 points)	Sub ≥ 1% and < 2% (1 points)	Sub < 1% (0 points)	3
	Office Proximity to JEA (20 Points)	Office Proximity to JEA (20 Points)						
Office Proximity to JEA (use Google Maps for miles) (20 points)		Office within Duval County or adjacent county (20 points)	Office between 51 to 150 miles of JEA headquarters (15 points)	Office between 151 to 400 miles of JEA headquarters (10 points)	Office > 400 miles of JEA headquarters (0 points)		20	

Total 91.13

## Evaluation Matrix

Specification: 027-18 Public Education Services

Firm: Shepherd Agency

Evaluator: Consensus

Quotation of Rates (20 Points)

### Quotation of Rates(20 Points)

Low respondent = 20 pts  
Other respondents points = 20\*(Low respondent/respondent)

20

Professional Experience of Respondents Staff (20 Points)

### Professional Experience of respondents Staff (20 Points)

Years of Relevant Experience       $\geq 15$  yrs = 5 pts, 14.9 to 10 yrs = 4 pts, 9.9 to 5 yrs = 3 pts, < 5 yrs = 1 pt

Depth of Experience      0-15 points

Resume Titles	Years of Relevant Experience (0-5 points)	Depth of Experience (0-15 points)			Total (0-20 points)
Account Manager- Frances Hanold (No yrs provided)	0	5			5
Account Creative Director- Kendrick Kidd (14yrs)	4	13			17
Strategy Development Coordinator-Mike Guiry (19yrs)	5	12			17
Account Media Planner/Buyer-Laura Riggs (No yrs provided)	0	9			9
Research Lead-Carole Vanderhoef-Banks (22yrs)	5	10			15
Total					63.00

Total Score / Maximum Possible Score x Maximum Points

12.60

12.6

Company Experience (10 Points)

### Company Experience (10 Points)

Reference #1

Very Good Response

Good Response

Fair Response

Inadequate or no information provided.

(5 points)

(4-5 points)

(2- 3 points)

(1 point)

(0 points)

4

Reference #2

Very Good Response

Good Response

Fair Response

Inadequate or no information provided.

(5 points)

(4-5 points)

(2- 3 points)

(1 point)

(0 points)

3

### Design Approach and Workplan (25 Points)

1. Balance of creative focus between creative innovation and tried and true

(2 points)

Very Good Response (2 points)

Good/Fair Response (1 point)

Inadequate or no information provided. (0 points)

0

2. Creative philosophy and how it translates to good creative

(2 points)

Very Good Response (2 points)

Good/Fair Response (1 point)

Inadequate or no information provided. (0 points)

1

3. Market Challenges—three key challenges facing the electric, water or sewer industries

(2 points)

Very Good Response (2 points)

Good/Fair Response (1 point)

Inadequate or no information provided. (0 points)

1



## Formal Bid and Award System

Award #3 March 30, 2023

**Type of Award Request:** CONTRACT INCREASE**Requestor Name:** Clendening, William**Requestor Phone:** (904) 665-4723**Project Title:** Construction Management-at-Risk (CMAR) Services for the Buckman Biosolids Conversion Projects**Project Number:** 8004765**Project Location:** JEA**Funds:** Capital**Budget Estimate:** \$2,500,000.00**Scope of Work:**

The scope of work to be performed under this solicitation consists of CMAR services for the Buckman Biosolids Conversion Projects. These projects are needed to update the treatment process at the Buckman Water reclamation Facility (WRF) to meet current and future needs.

**JEA IFB/RFP/State/City/GSA#:** 089-19**CPA#** 187261**Purchasing Agent:** Kruck, Daniel R.**Is this a Ratification?:** NO**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
WHARTON-SMITH INC.	Nathan Hillard	nhillard@whartonsmith.com	PO Box 471028, Lake Monroe, FL 32747-1028	(407) 321-8410	\$2,485,992.00

**Amount of Original Award:** \$971,322.00**Date of Original Award:** 12/19/2019**Contract Increase Amount:** \$2,485,992.00**List of Previous Change Order/Amendments:**

CPA #	Amount	Date	Reason
187261	\$13,825,095.00	09/03/2020	Purchase and installation of the blower system improvements and site setup
187261	\$17,800,520.00	03/25/2021	Purchase and installation of the ultra-violet (UV) disinfection system
187261	\$14,397,053.00	3/24/2022	Site work and improvements, purchase of an Alfa Laval Centrifuge unit, and Andritz Dryer support services
187261	\$3,684,712.00	05/05/2022	Remove existing fine screens, supply new JEA approved screens and appurtenances, and install influent channels
187261	\$175,699.27	06/10/2022	Additional pre-construction services requested by JEA for the dryer rehab and sludge holding tank projects



187261	\$14,514,773.00	03/02/2023	GMP for plant underground mechanical work, purchase of gravity belt thickening equipment, bridge cranes and elevators
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**New Not-To-Exceed Amount:** \$67,855,166.27  
**Begin Date:** 01/06/2020  
**End Date:** Project Completion (Expected: January 2028)  
**JSEB Requirement:** Optional

**Comments on JSEB Requirements:**

Original Award

N/A

1st Contract Increase

ESB Security (Security) - 1.8%

Complete Coatings (Painting) - 0.85%

2<sup>nd</sup> Contract Increase

N/A – Specialty Equipment Purchase and Installation

3rd Contract Increase

JSEB Survey Allowance - \$30,020.00

4th Contract Increase

JSEB Survey Allowance - \$5,000.00

5<sup>th</sup> Contract Increase

N/A

6<sup>th</sup> Contract Increase

Smith Surveying Group, LLC (Survey) - \$25,000.00 (Allowance)

This Contract Increase

JSEB Survey Allowance - \$5,000.00

**Background/Recommendations:**

Originally bid and approved by Awards Committee on 12/19/2019 in the amount of \$971,322.00 for pre-construction services to Wharton-Smith, Inc. Multiple contract amendments have been approved as detailed in the table above. Copies of the previous awards are attached for reference.

This contract increase is a Guaranteed Maximum Price (GMP) for full renovation of the existing Electrical and Instrumentation (E&I) workspace at the south end of the old administration building. Renovation will include a new office, common workspaces, bathrooms, HVAC and building improvements to meet current building codes. This increase will also include the demolition of the northern portion of the same building. The expected end date for the work included in this GMP is November 2024, while the overall contract is expected to continue until January 2028.

JEA reviewed the CMAR GMP proposal and deemed the results reasonable when compared to past projects. A copy of the quote letter is attached for reference. As design progresses for the other aspects of the overall Buckman Biosolids Conversion Projects, additional GMPs will be brought before the Awards Committee. It is estimated that the overall contract value, inclusive of all projected projects, will be \$300,000,000.00.



Request approval to award a contract increase to Wharton-Smith, Inc. for the renovation of the E&I workspace as part of the Buckman Biosolids Conversion Projects in the amount of \$2,485,992.00, for a new not-to-exceed amount of \$67,855,166.27, subject to the availability of lawfully appropriated funds.

**Manager:** Phillips, Brian R. – Mgr Project Management  
**Senior Manager:** Doherty, Peter F. – Senior Manager Project Management  
**Director:** Conner, Sean M. – W/WW Project Engineering & Construction  
**VP:** Melendez, Pedro A. – VP Planning Engineering & Construction

**APPROVALS:**

Stephen Datz 3/30/2023

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

Stephanie M Healy 3/30/2023

**Budget Representative** **Date**



## Formal Bid and Award System

Award #11 May 5, 2022

**Type of Award Request:** CONTRACT INCREASE  
**Requestor Name:** Clendening, William  
**Requestor Phone:** (904) 665-4723  
**Project Title:** Construction Management-at-Risk (CMAR) Services for the Buckman Biosolids Conversion Projects  
**Project Number:** 711-49  
**Project Location:** JEA  
**Funds:** Capital  
**Budget Estimate:** \$3,425,638.00

**Scope of Work:**

The scope of work to be performed under this solicitation consists of CMAR services for the Buckman Biosolids Conversion Projects. This project is needed to update the treatment process at the Buckman Water reclamation Facility (WRF) to meet current and future needs. The projects to be constructed are listed below:

1. Biosolids Process Facility
2. Operations and Maintenance (O&M) Building
3. Ultraviolet (UV) Disinfection
4. Blower Improvements and Electrical Building

**JEA IFB/RFP/State/City/GSA#:** 089-19  
**CPA#** 187261  
**Purchasing Agent:** Kruck, Daniel R.  
**Is this a Ratification?:** NO

**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
WHARTON-SMITH INC.	Nathan Hillard	nhillard@whartonsmith.com	PO Box 471028, Lake Monroe, FL 32747-1028	(407) 321-8410	\$3,684,712.00

**Amount of Original Award:** \$971,322.00  
**Date of Original Award:** 12/19/2019  
**Contract Increase Amount:** \$3,684,712.00

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

CPA #	Amount	Date	Reason
187261	\$13,825,095.00	09/03/2020	Purchase and installation of the blower system improvements and site setup
187261	\$17,800,520.00	03/25/2021	Purchase and installation of the ultra-violet (UV) disinfection system
187261	\$14,397,053.00	3/24/2022	Site work and improvements, the purchase of an Alfa Laval Centrifuge

			unit, and Andritz Dryer support services.
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**New Not-To-Exceed Amount:** \$50,678,702.00  
**Length of Contract/PO Term:** Project Completion  
**Begin Date:** 01/06/2020  
**End Date:** Project Completion (Expected: September 2024)  
**JSEB Requirement:** Optional  
**Comments on JSEB Requirements:**  
Original Award  
 N/A

1st Contract Increase  
 ESB Security (Security) - 1.8%  
 Complete Coatings (Painting) - 0.85%

2<sup>nd</sup> Contract Increase  
 N/A – Specialty Equipment Purchase and Installation

3rd Contract Increase  
 JSEB Survey Allowance - \$30,020.00

This Contract Increase  
 JSEB Survey Allowance - \$5,000.00

#### **Background/Recommendations:**

Originally bid and approved by Awards Committee on 12/19/2019 in the amount of \$971,322.00 for pre-construction services to Wharton-Smith, Inc. A contract increase in the amount of \$13,825,095.00 was approved by the Awards Committee on 09/03/2020 for the purchase and installation of the blower system improvements. A contract increase in the amount of \$17,800,520.00 was approved by the Awards Committee on 03/25/2021, for the purchase and installation of the ultra-violet disinfection system. A contract increase was approved by the Awards Committee on 03/24/2022 in the amount of \$14,397,053.00 for site improvements and the purchase of a centrifuge unit and dryer support. A copy of the previous awards are attached as backup.

This contract increase is to remove existing fine screens, supply new JEA approved screens and appurtenances, and install influent channels.

The negotiated price of this work package of \$3,684,712.00 is approximately 7.6% above the estimate for this work. The primary reason for the over-estimated price is the inclusion of \$259,075.00 in JEA directed allowances. The allowances are only used with the approval of the JEA project manager. JEA reviewed the CMAR GMP proposal and deemed the results reasonable when compared to past projects. A copy of the quote letter is attached as backup. As design progresses for the other aspects of the overall Buckman Biosolids Conversion Projects, additional GMPs will be brought before the Awards Committee. It is estimated that the overall contract value, inclusive of all projected projects, will be \$300,000,000.00.

Request approval to award a contract increase to Wharton-Smith, Inc. for the fine screen work package as part of the Buckman Biosolids Conversion Projects in the amount of \$3,684,712.00, for a new not-to-exceed amount of \$50,678,702.00, subject to the availability of lawfully appropriated funds.

**Manager:** Phillips, Brian R. - Mgr Project Management  
**Director:** Conner, Sean M. - W/WW Project Engineering & Construction

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

**APPROVALS:**

Stephen Daty 5/5/22

Chairman, Awards Committee Date

S. Elmore 05.06.22

Elmore, Steven D. Date  
Budget Representative



## Formal Bid and Award System

Award #6 March 24, 2022

**Type of Award Request:** CONTRACT INCREASE  
**Requestor Name:** Clendening, William  
**Requestor Phone:** (904) 665-4723  
**Project Title:** Construction Management-at-Risk (CMAR) Services for the Buckman Biosolids Conversion Projects  
**Project Number:** 8004764  
**Project Location:** JEA  
**Funds:** Capital  
**Budget Estimate:** \$14,545,786.00

**Scope of Work:**

The scope of work to be performed under this solicitation consists of CMAR services for the Buckman Biosolids Conversion Projects. This project is needed to update the treatment process at the Buckman Water reclamation Facility (WRF) to meet current and future needs. The projects to be constructed are listed below:

1. Biosolids Process Facility
2. Operations and Maintenance (O&M) Building
3. Ultraviolet (UV) Disinfection
4. Blower Improvements and Electrical Building

**JEA IFB/RFP/State/City/GSA#:** 089-19  
**CPA#** 187261  
**Purchasing Agent:** Kruck, Daniel R.  
**Is this a Ratification?:** NO

**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
WHARTON-SMITH INC.	Nathan Hillard	nhillard@whartonsmith.com	PO Box 471028, Lake Monroe, FL 321-32747-1028	(407) 8410	\$14,397,053.00

**Amount of Original Award:** \$971,322.00  
**Date of Original Award:** 12/19/2019  
**Contract Increase Amount:** \$14,397,053.00

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

CPA #	Amount	Date	Reason
187261	\$13,825,095.00	09/03/2020	Purchase and installation of the blower system improvements and site setup
187261	\$17,800,520.00	03/25/2021	Purchase and installation of the ultra-violet (UV) disinfection system

**New Not-To-Exceed Amount:** \$46,993,990.00  
**Length of Contract/PO Term:** Project Completion



**Begin Date:** 01/06/2020  
**End Date:** Project Completion (Expected: September 2024)  
**JSEB Requirement:** Optional

**Comments on JSEB Requirements:**

Original Award  
N/A

1st Contract Increase  
ESB Security (Security) - 1.8%  
Complete Coatings (Painting) - 0.85%

2<sup>nd</sup> Contract Increase  
N/A – Specialty Equipment Purchase and Installation

This Contract Increase  
JSEB Survey Allowance - \$30,020.00

**Background/Recommendations:**

Originally bid and approved by Awards Committee on 12/19/2019 in the amount of \$971,322.00 for pre-construction services to Wharton-Smith, Inc. A contract increase in the amount of \$13,825,095.00 was approved by the Awards Committee on 09/03/2020 for the purchase and installation of the blower system improvements. A contract increase in the amount of \$17,800,520.00 was approved by the Awards Committee on 03/25/2021, for the purchase and installation of the ultra-violet disinfection system. A copy of the previous awards are attached as backup.

This contract increase is for an early out package with a guaranteed maximum price (GMP) for site work and improvements, the purchase of an Alfa Laval Centrifuge unit, and Andritz Dryer support services.

The negotiated price of this early work package of \$14,397,053.00 is approximately 1% below the estimate for this work. JEA reviewed the CMAR GMP proposal and deemed the results reasonable when compared to past projects. A copy of the quote is attached as backup. As design progresses for the other aspects of the overall Buckman Biosolids Conversion Projects, additional GMPs will be brought before the Awards Committee.

Request approval to award a contract increase to Wharton-Smith, Inc. for the early work package as part of the Buckman Biosolids Conversion Projects in the amount of \$14,397,053.00, for a new not-to-exceed amount of \$46,993,990.00, subject to the availability of lawfully appropriated funds.

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

**APPROVALS:**

 3/24/22

Chairman, Awards Committee Date

 3/24/22

Hai X. Vu, VP Water/Wastewater Systems Date



## Formal Bid and Award System

Award #12 March 25, 2021

**Type of Award Request:** CONTRACT AMENDMENT**Requestor Name:** Clendening, William**Requestor Phone:** (904) 665-4723**Project Title:** Construction Management-at-Risk (CMAR) Services for the Buckman Biosolids Conversion Projects**Project Number:** 8003631**Project Location:** JEA**Funds:** Capital**Budget Estimate:** \$15,119,011.00**Scope of Work:**

The scope of work to be performed under this solicitation consists of CMAR services for the Buckman Biosolids Conversion Projects. This project is needed to update the treatment process at the Buckman Water reclamation Facility (WRF) to meet current and future needs. The projects to be constructed are listed below:

1. Biosolids Process Facility
2. Operations and Maintenance (O&M) Building
3. Ultraviolet (UV) Disinfection
4. Blower Improvements and Electrical Building

**JE A IFB/RFP/State/City/GSA#:** 089-19**CPA#** 187261**Purchasing Agent:** Kruck, Daniel R.**Is this a Ratification?:** NO**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
WHARTON-SMITH INC.	Nathan Hillard	nhillard@whartonsmith.com	PO Box 471028, Lake Monroe, FL 32747-1028	(407) 321-8410	\$17,800,520.00

**Amount of Original Award:** \$971,322.00**Date of Original Award:** 12/19/2019**Contract Increase Amount:** \$17,800,520.00**List of Previous Change Order/Amendments:**

CPA #	Amount	Date	Reason
187261	\$13,825,095.00	09/03/2020	Purchase and installation of the blower system improvements and site setup

**New Not-To-Exceed Amount:** \$32,596,937.00**Length of Contract/PO Term:** Project Completion**Begin Date:** 01/06/2020**End Date:** Project Completion (Expected: September 2024)

**JSEB Requirement:** Optional

**Comments on JSEB Requirements:**

Original Award

N/A

Previous Contract Increase

ESB Security (Security) - 1.8%

Complete Coatings (Painting) - 0.85%

This Contract Increase

N/A – Specialty Equipment Purchase and Installation

**Background/Recommendations:**

Originally bid and approved by Awards Committee on 12/19/2019 in the amount of \$971,322.00 for pre-construction services to Wharton-Smith, Inc. A contract increase in the amount of \$13,826,095.00 was approved by the Awards Committee on 09/03/2020 for the purchase and installation of the blower system improvements. A copy of the previous awards are attached as backup.

This contract increase is for an early out package with a guaranteed maximum price (GMP) for the purchase and installation of the ultra-violet (UV) disinfection system.

Negotiations with Wharton-Smith, Inc. were successfully completed for the purchase and installation of the UV system at the Buckman WRF. The negotiated price of \$17,800,520.00 is approximately 17.7% above the estimate due to the inclusion of Owner Allowances. During negotiations JEA opted to include Owner Allowances in the amount of \$4,399,290.00 to cover items on the risk register that are outside of the CMAR's control. JEA has control over these allowances, and these funds may not be used without JEA's prior authorization. If the Owner Allowances are not used, those funds will be reduced from the contract via addendum at the conclusion of this scope of work. JEA reviewed the CMAR GMP proposal and deemed the results reasonable when compared to past projects. A copy of the quote is attached as backup, which includes the listing of risk register items JEA added as Owner Allowances. As design progresses for the other aspects of the overall Buckman Biosolids Conversion Projects, additional GMPs will be brought before the Awards Committee.

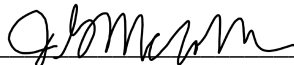
Request approval to award a contract increase to Wharton-Smith, Inc. for the purchase of equipment and installation of the UV disinfection system replacement part of the Buckman Biosolids Conversion Projects in the amount of \$17,800,520.00, for a new not-to-exceed amount of \$32,596,937.00, subject to the availability of lawfully appropriated funds.

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

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

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

**APPROVALS:**

 03/25/2021

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

 03/25/2021

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





## Formal Bid and Award System

Award #2 September 3, 2020

**Type of Award Request:** CONTRACT INCREASE**Requestor Name:** Clendening, William**Requestor Phone:** (904) 665-4723**Project Title:** Construction Management-at-Risk (CMAR) Services for the Buckman Biosolids Conversion Projects**Project Number:** 8004764, 8004746**Project Location:** JEA**Funds:** Capital**Budget Estimate:** \$14,953,336.00**Scope of Work:**

The scope of work to be performed under this solicitation consists of CMAR services for the Buckman Biosolids Conversion Projects. This project is needed to update the treatment process at the Buckman Water reclamation Facility (WRF) to meet current and future needs. The projects to be constructed are listed below:

1. DigestivorePAD™
2. Biosolids Process Facility
3. Electrical and Instrumentation (E&I) Building
4. Operations and Maintenance (O&M) Building
5. Ultraviolet (UV) Disinfection
6. Blower Improvements and Electrical Building

**JEA IFB/RFP/State/City/GSA#:** 089-19**CPA#** 187261**Purchasing Agent:** Kruck, Daniel R.**Is this a Ratification?:** NO**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
WHARTON-SMITH INC.	Nathan Hillard	nhillard@whartonsmith.com	PO Box 471028, Lake Monroe, FL 32747-1028	(407) 321- 8410	\$13,825,095.00

**Amount of Original Award:** \$971,322.00**Date of Original Award:** 12/19/2019**Current Increase Amount:** \$13,825,095.00**New Not-To-Exceed Amount:** \$14,796,417.00**Length of Contract/PO Term:** Project Completion**Begin Date (mm/dd/yyyy):** 01/06/2020**End Date (mm/dd/yyyy):** Project Completion (Expected: September 2024)**JSEB Requirement:** Optional

**Comments on JSEB Requirements:**Original Award

N/A

This Contract Increase

ESB Security (Security) - 1.8%

Complete Coatings (Painting) - 0.85%

**Background/Recommendations:**

Originally bid and approved by Awards Committee on 12/19/2019 in the amount of \$971,322.00 for pre-construction services to Wharton-Smith, Inc. A copy of the original award is attached as backup.

This contract increase is for an early out package with a guaranteed maximum price (GMP) for the setup of field offices, and the purchase and installation of the blower system improvements.

Negotiations with Wharton-Smith, Inc. were successfully completed for the site setup (\$1,766,555.00) and the purchase and installation of the blower system improvements (\$12,058,540.00). The negotiated price of \$13,825,095.00 is approximately 7.5% below the estimate. JEA reviewed the CMAR GMP proposals and deemed the results reasonable when compared to past projects. A copy of the quotes are attached as backup. As design progresses for the other aspects of the overall Buckman Biosolids Conversion Projects, additional GMPs will be brought before the Awards Committee.


The contract increase spend details are below:

- FY21: \$8,958,517.00
- FY22: \$4,135,519.00
- FY23: \$417,748.00
- FY24: \$313,311.00

Request approval to award a change order to Wharton-Smith, Inc. for the purchase of equipment and installation of the blower system improvements and site setup as part of the Buckman Biosolids Conversion Projects in the amount of \$13,825,095.00, for a new not-to-exceed amount of \$14,796,417.00, subject to the availability of lawfully appropriated funds.

**Manager:** Collier, Bradley W. - Mgr Project Management  
**Director:** Conner, Sean – W/WW Project Engineering & Construction  
**Chief:** Vu, Hai – Interim GM Water/Wastewater Systems

**APPROVALS:**

 \_\_\_\_\_ 09/03/2020

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

Steven Elmore 09/03/2020  
\_\_\_\_\_

**Budget Representative** **Date**



## Formal Bid and Award System

Award #4 December 19, 2019

**Type of Award Request:** PROPOSAL (RFP)  
**Request #:** 6567  
**Requestor Name:** Clendening, William  
**Requestor Phone:** (904) 665-4723  
**Project Title:** Construction Management-at-Risk (CMAR) Services for the Buckman Biosolids Conversion Projects - Phase 1  
**Project Number:** 8004764, 8003631, 8004765, 8004746  
**Project Location:** JEA  
**Funds:** Capital  
**Budget Estimate:** \$879,674.00 (Phase 1 Estimate)

**Scope of Work:**

The scope of work to be performed under this solicitation consists of CMAR services for the Buckman Biosolids Conversion Projects. This project is needed to update the treatment process at the Buckman Water reclamation Facility (WRF) to meet current and future needs. The projects to be constructed are listed below:

1. DigestivorePAD™
2. Biosolids Process Facility
3. Electrical and Instrumentation (E&I) Building
4. Operations and Maintenance (O&M) Building
5. Ultraviolet (UV) Disinfection
6. Blower Improvements and Electrical Building

This award positively impacts all of JEA's Measures of Value:

- Customer Value: Improve customer's service by providing additional capacity and reliable operation
- Community Value: Provide additional capacity and redundancy to meet existing and future growth
- Environmental Value: Provide high level treatment of biosolid waste
- Financial Value: Provide the most energy efficient process equipment and upgrades to improve operations and reduce energy requirements

**JEA IFB/RFP/State/City/GSA#:** 086-19

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

**Is this a Ratification?:** NO

**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
WHARTON-SMITH INC	Nathan Hillard	nhillard@whartonsmith.com	PO Box 471028, Lake Monroe, FL 32747-1028	(407) 321-8410	\$971,322.00

**Amount for entire term of Contract/PO:** \$971,322.00

**Award Amount for remainder of this FY:** \$700,000.00

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

**Begin Date (mm/dd/yyyy):** 01/06/2020

**End Date (mm/dd/yyyy):** Project Completion (Expected: September 2024)



**JSEB Requirement:**

Optional for Phase 1

**Comments on JSEB Requirements:**

No JSEB participation in Phase 1. Contractor will meet JSEB goals during Phase 2.

**PROPOSERS:**

Name	Amount	Rank
WHARTON-SMITH, INC.	\$971,322.00	1
THE HASKELL COMPANY	N/A	2
GARNEY COMPANIES INC.	N/A	3
BRASFIELD & GORRIE, LLC	N/A	4
ULLIMAN SCHUTTE CONSTRUCTION LLC	N/A	5
CLARK CONSTRUCTION GROUP, LLC	N/A	6
PC CONSTRUCTION COMPANY	N/A	7
MWH CONSTRUCTORS, INC.	N/A	8

**Background/Recommendations:**

Advertised on 06/06/2019. Ten (10) prime companies attended the mandatory pre-proposal meeting held on 06/19/2019. At proposal opening on 07/16/2019, JEA received eight (8) Proposals. The public evaluation meeting was held on 09/10/2019 and JEA deemed Wharton-Smith, Inc. most qualified to perform the work. A copy of the evaluation matrix and negotiated fees are attached as backup.

Negotiations with Wharton-Smith, Inc. were successfully completed for Phase 1 of this project. Phase 1 consists of developing the project schedule, design and constructability reviews, developing work packages, value engineering and developing the Guaranteed Maximum Price (GMP) for each project. These preconstruction costs are 1.27% of the estimated construction costs. The percentage is slightly higher than JEA has seen in recent projects, however, JEA authorized extensive subsurface investigation allowances in this fee due to previous subsurface issues at the Buckman WRF. The Phase 1 fee is deemed reasonable when that is taken into consideration (industry standard is 0.5% - 3% of total construction costs). If negotiations for the final GMP are not successful, JEA reserves the right not to proceed with construction with this contractor. The contractor reviewed the current design estimates and deemed them reasonable for these projects.

The project details are below:

- Planning Project Budget (2017): \$37,188,000.00
  - Engineering Budget: \$4,648,500.00
  - Construction Budget: \$30,990,000.00
  - Internal JEA Costs: \$1,549,500.00
- Revised Project Budget: \$86,868,345.00
  - Engineering Budget (Carollo Engineering & Jacobs Engineering): \$7,111,874.00
  - Construction Budget: \$77,333,282.00
    - **Phase 1: \$971,322.00 (this award)**
    - Phase 2: \$76,361,960.00
  - Internal JEA Costs: \$2,423,189.00
- Original Project Schedule:

- Engineering Completion: March 2019
- Construction Completion: December 2020
- Revised Schedule:
  - Engineering Completion: November 2020
  - Construction Completion: February 2024

#### Major Changes/Issues

Project costs and schedule has increased significantly since the project definition phase. The design engineer has worked with JEA to make corrections, which has increased the cost and elongated the project schedule.

1. DigestivorePAD™ - It was determined during preliminary design that the original costs for the PAD process was underestimated during the initial study and project description (PD) development phase. Circular structure was revised to rectangular structure for redundancy purposes. Additional cost is approximately \$6.9 MM.
2. Biosolids Process Facility – Two buildings are proposed in lieu of one building. Height and footprint, along with increase in PAD siting dictated. It was determined that the sludge quantity was underestimated during the study; thereby, increasing size of equipment and building. Additional cost is approximately \$20.6 MM.
3. Electrical and Instrumentation Building – in lieu of new building, repurposing of existing building is proposed
4. Operations and Maintenance Building – in lieu of new building, repurposing of existing building is proposed
5. Disinfection Improvements – This project is included in the CMAR for economies of scale. Original project was stand-alone effort. Original PD was based on implementation of hypochlorite system. Permitting requirements drove the design to a UV system. Design addressed hydraulic constraints which were not in the original PD. Initial task is for CMAR to perform value engineering and cost estimate for this project to determine the path forward. Additional cost is approximately \$6.1 MM.
6. Blower Improvements – This project is included in the CMAR for economies of scale. Original project was stand-alone effort. PAD structure size forced the relocation of existing switchgear and transformers. Other site constraints combined the electrical into new standalone building to site both the Blower expansion and PAD equipment. Additional cost is approximately \$2.1 MM.

The current estimate is the design engineer's opinion of probable construction cost at 30% and 60% design. CMAR will perform a detailed analysis of actual construction costs and will update these estimates periodically as design progresses and the project approaches a GMP.

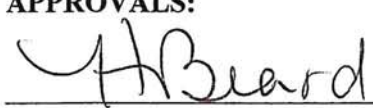
086-19 – Request approval to award a contract to Wharton-Smith, Inc., for pre-construction services for the Buckman WRF projects in the amount of \$971,322.00, subject to the availability of lawfully appropriated funds.

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

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

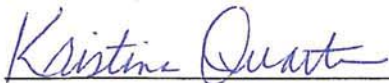
**VP:** Calhoun, Deryle I. - VP/GM Water Wastewater Systems

#### **APPROVALS:**

 12/19/19

**Chairman, Awards Committee**

**Date**



12/19/19

**Manager, Operating Budgets**

**Date**

## SECTION 1 – EXECUTIVE SUMMARY

February 28, 2023

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

Re: JEA Buckman WRF  
E&I Building Modifications – GMP (Final)

Dear Mr. Clendening:

Wharton-Smith is pleased to submit the Guaranteed Maximum Price (GMP Final) for the JEA Buckman WRF E&I Building Modifications project. A comprehensive breakdown of material, equipment, subcontractor, and labor is provided in the supporting documentation following this letter. Our current estimate of construction cost at this design phase is **\$2,485,992**.

Please note the following clarifications regarding this proposal:

1. We have included all work in accordance with Carollo Engineers drawings E&I Operations – Old Administration Building Rehabilitation Project dated October 2022.
2. Please refer to Section 2 for the Cost Summary, Directs, and General Conditions.
3. Our GMP includes an open book self-perform package. A detailed cost estimate and backup has been included in Section 3.
4. A list of the competitively bid work packages, bid tabulations and evaluations, and the recommended low responsive bidder for each is located in Section 4.
5. The Contingency and Owner Allowances carried within this cost estimate are reflective of the current Risk Register included in Section 5.
  - a. Please note that the allowances are currently shown below the line without fee, fee to be included on allowance usage once brought into the project as approved by JEA.
6. Our current estimated duration of construction is 8 months. Please reference Section 6 for the construction project schedule.
7. We have the following clarifications for the team's review and consideration:
  - a. Storm water pollution prevention (SWPPP) is included.
  - b. We have included a performance and payment bond, and insurances.
  - c. ERP, FDEP, FDOT, & ROW permit costs are by others.
  - d. It is assumed that JEA will move out and store all Furniture, Fixtures and Equipment, and will relocate storage shelving and stored items. A risk register allowance has been included should WSI need to assist.
  - e. No Davis-Bacon, other prevailing wage requirements, or American Iron and Steel (AIS) provisions are incorporated in the pricing at this time.
  - f. We have not included any additional Lead or Asbestos Survey for demolition of existing structures.

- g. It is assumed that the JEA will provide power and water for use during construction and startup activities at no cost.
- h. All Pricing (Labor, Material, Equipment, Subcontract) is based on current market value.
- i. Duration of Material lead times are current market conditions.

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

Very respectfully,



Josh Burns  
Senior Preconstruction Manager  
Wharton-Smith, Inc.





**JE A BUCKMAN E&I BUILDING**

**GMP**

**2/2/2023**

**COST SUMMARY**

	LABOR	EQUIPMENT	MATERIALS	SUBS	TOTALS
<b>Total Direct Costs</b>	\$ 22,680	\$ 21,400	\$ 15,193	\$ 1,525,668	\$ 1,584,941
<b>Sales Tax on Purchase Orders</b>				\$ 1,139	\$ 1,139
<b>Total GC's</b>	\$ 245,614	\$ -	\$ 41,603	\$ 20,317	\$ 307,533
<b>Contingency (Per Risk Register)</b>				\$ 107,500	\$ 107,500
<b>Bond</b>				\$ 25,985	\$ 25,985
<b>Insurance (0.75%)</b>				\$ 18,645	\$ 18,645
<b>Fee (7.00%)</b>				\$ 143,202	\$ 143,202
<b>SUBTOTAL</b>	<b>\$268,294</b>	<b>\$21,400</b>	<b>\$56,796</b>	<b>\$1,842,457</b>	<b>\$2,188,946</b>
<b>Escalation Contingency</b>				\$ 43,146	\$ 43,146
<b>Owner Allowance (Per Risk Register)</b>				\$ 253,900	\$ 253,900
<b>TOTAL</b>					<b>\$2,485,992</b>





## Formal Bid and Award System

Award #4 March 30, 2023

**Type of Award Request:** CONTRACT INCREASE  
**Requestor Name:** Betancur, Maria A.  
**Requestor Phone:** (904) 665-7215  
**Project Title:** Engineering Services for the SIPS Southside Blvd WM and Davis - Gate Pkwy to RG Skinner RWM  
**Project Number:** 8005834  
**Project Location:** JEA  
**Funds:** Capital  
**Business Unit Estimate:** \$130,000.00

**Scope of Work:**

The scope of work to be performed under this contract consists of the final detailed design, permitting, bid phase assistance, and engineering support services during construction for both Southside Integrated Piping System (SIPS) - Greenland - Southside Blvd – Deerwood 3 to Greenland Water and Davis – Gate Pkwy to RG Skinner – Reclaimed Water projects. The project includes approximately 42,900 LF of 30” ductile iron pipe water main between the SIPS Deerwood Water Treatment Plant (WTP) pipeline and the Greenland WTP. The project also includes an approximately 15,000 LF of 30” ductile iron pipe reclaimed water main between Gate Parkway and RG Skinner Parkway.

**JEA IFB/RFP/State/City/GSA#:** 1410316648  
**Purchasing Agent:** Kruck, Dan  
**Is this a Ratification?:** NO

**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
MOTT MACDONALD FLORIDA LLC	Leslie Samel	leslie.samel@mottmac.com	10245 Centurion Parkway North Suite 320, Jacksonville, FL 32256	(904) 203-1081	\$125,749.00

**Amount of Original Award:** \$2,640,697.00  
**Date of Original Award:** 10/14/2021  
**Change Order Amount:** \$125,749.00

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

CPA #	Amount	Date	Reason
200959	\$107,068.00	05/10/2022	Additional engineering requested by JEA to add 2,500 LF of 30” ductile iron pipe along Burnt Mill Rd to allow for future development connections
200959	\$38,271.00	10/19/2022	Addition of a traffic analysis required by COJ’s Traffic Engineering Group
200959	\$90,912.00	01/27/2023	JEAs directed re-design of 9,000 LF of WM due to a request from FDOT

**New Not-To-Exceed Amount:** \$3,002,697.00  
**Begin Date:** 11/01/2021  
**End Date:** Project Completion (Expected: March 2026)  
**JSEB Evaluation Criteria:** Five Percent (5%) Evaluation Criteria

**Comments on JSEB Criteria:****Original Award:**

Smith Surveying Group, LLC (Survey) - 2.35%

Meskel & Associates Engineering, PLLC (Geotechnical) – 10%

Construction and Engineering Services Consultants Inc. (Temporary Traffic Control Design) – 3.34%

**1<sup>st</sup> Contract Increase**

Construction and Engineering Services Consultants Inc (MOT) - \$11,661.00

Meskel & Associates Engineering, PLLC (Geotechnical) - \$17,700.00

**2<sup>nd</sup> Contract Increase**

Construction and Engineering Services Consultants Inc. (MOT) - \$34,431.00

**3<sup>rd</sup> Contract Increase**

Meskel & Associates Engineering, PLLC (Geotechnical) - \$27,900.00

**This Contract Increase**

Construction and Engineering Services Consultants Inc. (MOT) - \$28,974.00

Meskel & Associates Engineering, PLLC (Geotechnical) - \$7,500.00

**Background/Recommendations:**

Originally approved by Awards Committee on 10/14/2021 in the amount of \$2,640,697.00 to Mott MacDonald Florida LLC. Multiple contract amendments have been approved as detailed in the table above. A copy of the original award is attached for reference.

This contract increase request adds funds for two separate scopes of work. The first is an evaluation of options for mixing ozonated water in the Ground Storage Tanks (GSTs) at the Greenland WTP. JEA requested this evaluation due to concerns about leaving the GSTs as-is once the SIPS water is introduced. The second scope includes an additional traffic analysis along Burnt Mill Road. This analysis was requested by COJ during discussions for the utility construction permit application required for this project. The proposed scopes and fees were deemed reasonable when compared to past projects. The scope and fee letters are attached for reference. The hourly rates have not been increased since the original award. The design of this project is expected to be completed in September of 2023, with services during construction lasting until March 2026.

Request approval to award a contract increase to Mott MacDonald Florida LLC for additional engineering for the SIPS Southside Blvd WM and Davis - Gate Pkwy to RG Skinner RWM project in the amount of \$125,749.00, for a new not-to-exceed amount of \$3,002,697.00, subject to the availability of lawfully appropriated funds.

**Senior Manager:** DiMeo, Elizabeth A. – Senior Manager Project Construction

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

**VP:** Melendez, Pedro, A. – VP Planning Engineering & Construction

**APPROVALS:**

Stephen Datz 3/30/2023

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

Stephanie M Healy 3/30/2023

**Budget Representative** **Date**



## Formal Bid and Award System

Award #4 October 14, 2021

**Type of Award Request:** PROPOSAL (RFP)  
**Request #:** 88  
**Requestor Name:** Hamilton, Thomas  
**Requestor Phone:** (904) 544-1883  
**Project Title:** Engineering Services for the SIPS Southside Blvd WM and Davis- Gate Pkwy to RG Skinner RWM  
**Project Number:** 8005834, 8005837  
**Project Location:** JEA  
**Funds:** Capital  
**Budget Estimate:** \$4,565,489.00

**Scope of Work:**

The Scope of Work to be performed under this contract consists of the final detailed design, permitting, bid phase assistance, and engineering support services during construction for both Southside Integrated Piping System (SIPS) - Greenland - Southside Blvd – Deerwood 3 to Greenland Water and Davis – Gate Pkwy to RG Skinner – Reclaimed Water projects. The project includes approximately 40,500 LF of 30” ductile iron pipe water main between the SIPS Deerwood WTP pipeline and the Greenland WTP. The project also includes an approximately 15,000 LF of 30” ductile iron pipe reclaimed water main between Gate Parkway and RG Skinner Parkway.

**JEA IFB/RFP/State/City/GSA#:** 1410316648

**Purchasing Agent:** Kruck, Dan

**Is this a Ratification?:** NO

**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
MOTT MACDONALD FLORIDA LLC	Leslie Samel	leslie.samel@mottmac.com	10245 Centurion Parkway North Suite 320, Jacksonville, FL 32256	(904) 203- 1081	\$2,640,697.00

**Amount for entire term of Contract/PO:** \$2,640,697.00

**Award Amount for remainder of this FY:** \$2,170,227.00

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

**Begin Date:** 11/01/2021

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

**JSEB Requirement:** Five Percent (5%) Evaluation Criteria

**Comments on JSEB Requirements:**

Smith Surveying Group, LLC (Survey) - 2.35%

Meskel &amp; Associates Engineering, PLLC (Geotechnical) – 10%

Construction and Engineering Services Consultants Inc (Temporary Traffic Control Design) – 3.34%

**PROPOSERS:**

Name	Amount	Rank
MOTT MACDONALD FLORIDA LLC	\$2,640,697.00	1
JACOBS ENGINEERING GROUP INC.	N/A	2
CDM SMITH INC.	N/A	3

**Background/Recommendations:**

Advertised on 04/01/2021. Ten prime companies attended the mandatory pre-proposal meeting held on 04/15/2021. At proposal opening on 06/15/2021, JEA received three (3) proposals. The public evaluation meeting was held on 07/20/2021 and JEA deemed Mott MacDonald Florida LLC most qualified to perform the work. A copy of the evaluation matrix and negotiated fees are attached as backup.

Negotiations with Mott MacDonald Florida LLC were successfully completed. The hourly rates for design personnel proposed by Mott MacDonald are the same as previous contracts with Mott MacDonald and deemed reasonable. The proposed engineering design fee of \$2,640,697.00 is approximately 42.2% lower than JEA's estimate. The JEA estimate was based off of a percentage of the construction value, which have seen cost increases lately. However, Mott MacDonald has recent design experience in the project footprint area, resulting in reduced costs to JEA. The original estimate also included 12,000 LF of pipeline that has been removed from the scope of work.

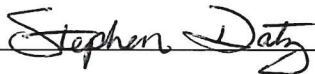
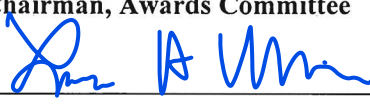
1410316648 – Request approval to award a contract to Mott MacDonald Florida LLC for Engineering Services for the SIPS Southside Blvd WM and Davis- Gate Pkwy to RG Skinner RWM in the amount of \$2,640,697.00, subject to the availability of lawfully appropriated funds.

**Manager:** DiMeo, Elizabeth A. - Mgr W/WW Project Management

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

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

**APPROVALS:**

Chairman, Awards Committee  
 Budget Representative

10/14/21  
 10/15/21  
 Date  
 Date



**Mott MacDonald**  
10245 Centurion Parkway North  
Suite 320  
Jacksonville, Florida 32256  
T 904.203.1090  
[www.mottmac.com/americas](http://www.mottmac.com/americas)  
AAC000035 EB0000155 LB00006783

February 27, 2023

Beth DiMeo, PE  
Project Manager  
JEA  
21 West Church Street – T-4  
Jacksonville, FL 32202

**Subject: Engineering Services for the SIPS – Greenland WTP GST No. 3 and Intertie Station  
– Amendment No. 4 Scope and Fee  
Mott MacDonald Project Number: 502100778**

Dear Ms. DiMeo:

Mott MacDonald and JEA held a meeting on December 8, 2022 to discuss the SIPS – Greenland WTP GST No. 3 and Intertie Station project and the concerns surrounding the orientation of the SIPS influent with the design of the baffling system inside the proposed and existing GSTs. The configuration shown does not appear to provide complete mixing of the SIPS and Greenland supplies as the ozonated water enters the center of the tanks and SIPS water enters on the outer tank edge near where the exit for the high service pumps occurs, the tank is also baffled. Mott MacDonald and JEA discussed the perceived benefits in removing the existing baffles to supply an active mixing system to blend the two different water supplies within the tanks and the concerns with leaving the system as-is once the SIPS water is introduced. Based on this discussion and those held during the bench water testing phase completed in 2022, Mott MacDonald summarized the proposed options to analyze active and passive mixing designs within the tanks in an email and conference call to JEA as well as modifying the SIPS influent piping within the tanks to improve mixing. Upon receipt, JEA requested this supplemental proposal to provide an evaluation of the options. Mott MacDonald is pleased to submit an amendment proposal to modify the scope of work for the above referenced project.

## **SCOPE OF SERVICES**

### **Task 1: Evaluation of Active Mixing Systems within the Existing and New GSTs**

Mott MacDonald will perform an evaluation of various active mixing systems (as listed below) within the existing and new GST(s). Mott MacDonald will coordinate with the manufacturers to discuss conceptual layouts, access requirements, equipment requirements, and anticipated mixing efficiency. Proposals from each manufacturer will be shared with JEA for input in regards to requirements and anticipated O&M. The evaluation will include the budgetary costs of the mixer system as provided by the mixer manufacturer, estimated operation and maintenance requirements, conceptual level plans showing the number and size of the mixers proposed, and required modifications to incorporate within the existing tanks. Modifications to the existing tanks will be discussed with the tank manufacturers. We will also contact a minimum of two utilities that have the mixer systems in place to assess their performance. Based on the evaluation, Mott MacDonald will provide a recommendation on the effectiveness of the mixer system and whether the mixer should be incorporated into the design efforts.

1. GridBee Submersible Mixer
2. PAX Water Mixer
3. Tank Shark
4. Kasco CertiSafe Mixers
5. INVENT HyperMix – Agitator



### **Task 2: Extension of GST Fill Piping to Center of the Tank**

Mott MacDonald will perform the hydraulic calculations to extend the GST fill pipes from their current location (as noted on the 90% design documents) to the center of the GST so that both the ozonated and SIPS water enter near the center of the GST. As per the 30 percent conceptual design document the system is already hydraulically limited to a peak instantaneous flow of 7 MGD. We will provide the additional headloss in the system and, JEA should provide this information to their consultant to determine the anticipated reduction in flow to Greenland WTP based on the additional head. Mott MacDonald will also coordinate with GST contractors on the design for the existing and proposed GSTs tanks for constructability of this option and if there are any concerns with this approach and the existing aerators.

### **Task 3: Sampling Plan for Evaluation of Hydrogen Sulfide Removal**

During the December 8th call, JEA indicated that the baffles may provide additional hydrogen sulfide removal. In conjunction with Tasks 1 and 2, Mott MacDonald will develop a sampling plan at the Greenland WTP to reevaluate the actual hydrogen sulfide removals of the ozonated water from entrance into the tanks and through the baffle system. The sampling plan will provide additional insights to the following:

- variation in raw water quality
- variation in flowrates
- changes to ozone dose
- changes in operating level

The sampling plan will include locations, identification of the water quality and operational parameters and a schedule. We will perform a site visit with JEA to identify the sampling locations for two samples a day over the course of a week. Mott MacDonald will take samples with the assistance of the JEA operator and transfer them to the JEA laboratory. JEA's laboratory will be responsible for providing the testing supplies and performing the analyses on the samples. Mott MacDonald will review and summarize the sampling data to determine the sulfide removal through the baffle system. This information will be used in conjunction with the mixer and GST fill modifications to determine the effect the baffle system is having specifically at the Greenland WTP with ozonated well water.

### **Task 4: Workshop Presentation and Recommendations**

Mott MacDonald will summarize each of the evaluations performed as part of Tasks 1 - 3 in a powerpoint presentation to JEA. Mott MacDonald will make recommendations for the design at the WTP based on this information and present to JEA for determination of if additional design efforts are warranted. Mott MacDonald will provide an agenda and meeting minutes documenting the evaluation and recommendations. Any further design work to incorporate the recommendations are included as part of Task 5 below.

### **Task 5: Design Deliverable**

This scope and fee assume that the mixer system will be the recommendation for incorporation at the WTP as part of the SIPS project under design by Mott MacDonald. Mott MacDonald will prepare one design deliverable for review by JEA for the use of active mixer(s) in the existing and new GST No. 3. It is assumed that a tank modification drawing for the existing two GSTs will be provided along with modification of the new tank for the improvements. Since the current design efforts are complete for the remaining portions of the plant, Mott MacDonald will only provide one milestone deliverable of the proposed improvements and then finalize the documents. JEA's review comments will be included in the 100 percent SIPS – Greenland WTP GST No. 3 and Intertie Station deliverable and provided to Garney to update their construction cost and schedule.

A breakdown on the additional fees associated with this work is attached in **Table 1**. The total additional lump sum fee is **\$71,054** resulting in a new total contract value of **\$2,948,002**. Note the above will require a schedule extension of 2 months for completion of Tasks 1-3. A schedule for design efforts will be discussed upon agreement to proceed with mixer design efforts.

Mott MacDonald looks forward to continuing working with JEA on this very important project. Upon approval of this amendment, and issuance of the purchase order, Mott MacDonald will begin work immediately. Should you have any questions or need any additional information please contact me at 904-203-1081.

Very truly yours,

Mott MacDonald Florida, LLC

A handwritten signature in blue ink, appearing to read "Leslie S. Samel".

Leslie S. Samel, PE  
Vice President

cc: File  
Maria Betancur, PE- JEA



**Fee Breakdown by Task and Personnel**  
**SIPS Southside Water Main and Davis-Gate Reclaimed Water Main**  
**Amendment No. 4**

Task 1: Evaluation of Active Mixing Systems within the Existing and New GSTs					
Task 2: Extension of GST Fill Piping to Center of the Tank					
Task 3: Sampling Plan for Evaluation of Hydrogen Sulfide Removal					
Task 4: Workshop Presentation and Recommendations					
Task 5: Design Deliverable					
Task Description			Total Hours	Total Cost	Subtotal
Task 1: Evaluation of Active Mixing Systems within the Existing and New GSTs					
Staff	Name	Rate			
Project Manager	Leslie Samel	\$195	8	\$ 1,560	
Water Process Quality Expert	John Civardi	\$225	8	\$ 1,800	
Engineer III	Multiple Persons	\$120	80	\$ 9,600	
Electrical Engineer	Andrew Gibbs	\$170	12	\$ 2,040	
		Expenses		\$ 600	
		Subtotal			\$ 15,600
Task 2: Extension of GST Fill Piping to Center of the Tank					
Staff	Name	Rate			
Project Manager	Leslie Samel	\$195	3	\$ 585	
Engineer III	Multiple Persons	\$120	12	\$ 1,440	
		Expenses		\$ 81	
		Subtotal			\$ 2,106
Task 3: Sampling Plan for Evaluation of Hydrogen Sulfide Removal					
Staff	Name	Rate			
Project Manager	Leslie Samel	\$195	4	\$ 780	
Water Process Quality Expert	John Civardi	\$225	16	\$ 3,600	
Engineer III	Multiple Persons	\$120	50	\$ 6,000	
		Expenses		\$ 800	
		Subtotal			\$ 11,180
Task 4: Workshop Presentation and Recommendations					
Staff	Name	Rate			
Project Manager	Leslie Samel	\$195	10	\$ 1,950	
Water Process Quality Expert	John Civardi	\$225	6	\$ 1,350	
Engineer III	Multiple Persons	\$120	20	\$ 2,400	
		Expenses		\$ 228	
		Subtotal			\$ 5,928
Task 5: Design Deliverable					
Staff	Name	Rate			
Project Manager	Leslie Samel	\$195	20	\$ 3,900	
Production Manager	Bill Lee	\$145	45	\$ 6,525	
Structural EOR	Chad Lyner	\$155	8	\$ 1,240	
Engineer III	Multiple Persons	\$120	100	\$ 12,000	
Electrical Engineer	Andrew Gibbs	\$170	40	\$ 6,800	
Engineer II	Thomas Price	\$115	8	\$ 920	
		Expenses		\$ 1,255	
		Subtotal			\$ 32,640
SUBCONSULTANT EXPENSES					
Subconsultant Task/Name					
Water Quality	Duranceau Consulting				\$ 3,600
	Subconsultant Subtotal				\$ 3,600
TASK TOTAL			450		\$ 71,054



**Mott MacDonald**  
10245 Centurion Parkway North  
Suite 320  
Jacksonville, Florida 32256  
T 904.203.1090  
[www.mottmac.com/americas](http://www.mottmac.com/americas)  
AAC000035 EB0000155 LB00006783

March 9, 2023

Maria Betancur, PE  
Project Manager  
JEA  
21 West Church Street – T-4  
Jacksonville, FL 32202

**Subject: Engineering Services for the SIPS Southside WM and Davis-Gate RWM  
Amendment No. 5 Scope and Fee  
Mott MacDonald Project Number: 502100778**

Dear Ms. Betancur:

Mott MacDonald has been coordinating and holding pre-application meetings with COJ to discuss the project within COJ ROW, in particular the proposed alignment along Burnt Mill Road. Mott MacDonald evaluated three alignments along Burnt Mill Road and its impacts for JEA's consideration. JEA has directed Mott MacDonald to move forward in evaluating the proposed SIPS water main alignment option of being 8-feet from the existing curb and gutter. COJ indicated that a full traffic analysis will be required along Burnt Mill Road for this alignment's permitting approval. Mott MacDonald is pleased to submit an amendment proposal to modify the scope of work for the above referenced project to provide additional engineering and professional services.

## **SCOPE OF SERVICES**

### **Task 1: Additional MOT/TTC Services**

Mott MacDonald's JSEB subconsultant, C&ES, and its subconsultant, Peters and Yaffee, will prepare the full traffic analysis along Burnt Mill Road. The subconsultant will prepare the studies in accordance with COJ standards and assist Mott MacDonald with the submissions of the COJ 10-set Major Utility Construction permit application. C&ES will revise the MOT/TTC plans based on the recommendations from the traffic analysis. It is estimated that completion of Task 1 is approximately 4 weeks from NTP.

### **Task 2: Additional TTC Study Engineering Services**

Mott MacDonald's technical experts will provide a QA/QC of the traffic analysis. After the traffic analysis and recommendation is complete, Mott MacDonald will hold meetings with JEA and Garney Construction to discuss the recommendations and path forward. Mott MacDonald will then schedule a follow up meeting with COJ for its input and proceed with the design along Burnt Mill Road, with approval from JEA.

### **Task 3: Design Deliverable**

Based on input from COJ and direction from JEA, Mott MacDonald will provide an updated design schedule to JEA and revise the alignment along Burnt Mill Road (from current alignment which shows the pipeline on the edge of curb). The possible alignments are assumed to be one of the following:

- Option A – Maintain 1 travel lane in operation along Burnt Mill Road
  - The proposed main will be installed 8-feet from the existing curb and gutter. The proposed main will be installed by open-cut methods with an HDD segment under the entrance to Royal Crest Drive. The HDD segment will transition back to open cut shortly after the Royal Crest Drive entrance.
- Option B – Maintain 2 travel lanes in operation along Burnt Mill Road
  - The proposed main will be installed by open cut installation for the entirety of Burnt Mill Road. The proposed main will primarily be under the bike lane and include additional pavement restorations.

Since the current design efforts are at 90 percent design for the remaining portions of Segment 1, Mott MacDonald will provide the revised alignment as part of the 90 percent deliverable for JEA's comment and then finalize the documents. JEA's review comments will be included in the 100 percent deliverable and provided to Garney to update their construction cost and schedule. Mott MacDonald will submit the traffic analysis to COJ as part of the project's COJ 10-set Major Utility Construction permit application. This task will only be authorized upon approval by JEA and will only be required if the design changes based on the results of the traffic study.

**Task 4: Additional Geotechnical Engineering Services**

DDOT indicated that it will not be pursuing filling the ditch within Segment 2 as it was determined to be cost prohibitive. Therefore, the proposed mains will need to cross under the existing ditch at the beginning of Segment 2. The open cut installation will require sheeting 20- to 30-feet below grade. Mott MacDonald's JSEB subconsultant, MAE, will provide (2) additional soil borings to 40-feet depths to investigate soil conditions, ground water level at this ditch crossing, hydrostatic pressure concerns, and geotechnical considerations to have during construction when excavating/installing protective sheeting in this area.

A breakdown on the additional fees associated with this work is attached in **Table 1**. The total additional lump sum fee is **\$54,695** resulting in a new total contract value of **\$3,002,697**. A schedule for design efforts of Segment 1 will be provided after completion of Tasks 1 and 2.

Mott MacDonald looks forward to continuing working with JEA on this very important project. Upon approval of this amendment, and issuance of the purchase order, Mott MacDonald will begin work immediately. Should you have any questions or need any additional information please contact me at 904-203-1081.

Very truly yours,

Mott MacDonald Florida, LLC



Leslie S. Samel, PE  
Vice President

cc: File  
Beth DiMeo, PE- JEA

**Fee Breakdown by Task and Personnel**  
**SIPS Southside Water Main and Davis-Gate Reclaimed Water Main**  
**Amendment No. 5**

Task 1: Additional MOT/TTC Services					
Task 2: Additional TTC Study Engineering Services					
Task 3: Design Deliverable					
Task 4: Additional Geotechnical Engineering Services					
Task Description			Total Hours	Total Cost	Subtotal
Task 2: Additional TTC Study Engineering Services					
Staff	Name	Rate			
Project Manager	Leslie Samel	\$195	6	\$ 1,170	
QA/QC Engineer	Ricky Branton	\$225	8	\$ 1,800	
Engineer III	Francis Nguyen/Others	\$120	12	\$ 1,440	
		Expenses		\$ 132	
		Subtotal			\$ 4,542
Task 3: Design Deliverable					
Staff	Name	Rate			
Project Manager	Leslie Samel	\$195	8	\$ 1,560	
Production Manager	Bill Lee	\$145	32	\$ 4,640	
Civil/Pipeline Engineer	David Landing	\$195	24	\$ 4,680	
Engineer III	Francis Nguyen/Others	\$120	20	\$ 2,400	
		Expenses		\$ 398	
		Subtotal			\$ 13,678
SUBCONSULTANT EXPENSES					
Subconsultant Task/Name					
Task 1: Additional MOT/TTC Services	C&ES				\$ 28,974
Task 4: Additional Geotechnical Engineering Services	MAE				\$ 7,500
	Subconsultant Subtotal				\$ 36,474
TASK TOTAL			110		\$ 54,695



## Formal Bid and Award System

Award #5 March 30, 2023

**Type of Award Request:** INVITATION FOR BID (IFB)  
**Requestor Name:** Domingo, Oliver C.  
**Requestor Phone:** (904) 665-6325  
**Project Title:** Generator Rental for Storm Season  
**Work Center:** 30120  
**Project Location:** JEA  
**Funds:** O&M  
**Business Unit Estimate:** \$2,800,000.00

### Scope of Work:

The scope of work for this solicitation provides dedicated portable generator assets for exclusive use by JEA during the six (6) month storm season, from June 1st through November 30th, beginning in 2023. Generators and quantities covered under this partnership will be as follows:

- 300 kW - 4 Units
- 200 kW - 4 Units
- 100 kW - 41 Units
- 60 kW or 56 kW - 10 Units
- 500 kW – 1 Unit

**JEA IFB/RFP/State/City/GSA#:** 1410403646  
**Purchasing Agent:** Kruck, Dan  
**Is this a Ratification?:** NO

### RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
SUNBELT RENTALS, INC.	Sarah Adkins	sarah.adkins@sunbeltrentals.com	1799 Innovation Pt, Fort Mill, SC 29715	(904) 210-7756	\$2,804,328.00

**Amount for entire term of Contract/PO:** \$2,804,328.00  
**Award Amount for remainder of this FY:** \$623,184.00  
**Length of Contract/PO Term:** Three (3) Years w/Two (2) – One (1) Yr. Renewals  
**Begin Date:** 04/13/2023  
**End Date:** 04/12/2026  
**Renewal Options:** Two (2) – One (1) Yr. Renewals  
**JSEB Requirement:** N/A - Optional

**BIDDERS:**

Name	Amount
SUNBELT RENTALS, INC.	\$3,550,248.00
AGGREKO, LLC	\$4,316,076.00
360 ENERGY SOLUTIONS, LLC	\$4,442,031.00
UNITED RENTALS NORTH AMERICA, INC.	\$5,116,122.00
RING POWER CORPORATION	\$6,291,180.00
HERC RENTALS, INC.	\$12,817,656.00

**Background/Recommendations:**

Advertised on 02/09/2023. Two (2) prime contractors attended the optional pre-bid meeting held on 02/15/2023. At Bid opening on 03/14/2023, JEA received six (6) Responses. Sunbelt Rentals, Inc. is the lowest responsive and responsible Respondent.

In January 2023, the previous awardee on this contract requested a significant price increase on the optional one-year renewal. JEA deemed it in its best interest to instead rebid this contract. It is estimated that JEA saved \$150,000.00 by rebidding.

After Response opening JEA evaluated the quantity of generators needed and decided to modify the quantity requested. JEA decided to reduce the number of 100 kW and 60 kW or 56 kW generators being rented. An analysis was completed reducing the quantities of each Respondent's numbers and Sunbelt Rentals, Inc. was still the lowest responsive and responsible Respondent. Sunbelt Rentals, Inc. agreed to the lower quantity of generators for the contract term. A copy of the revised Response Form and Workbook are attached for reference. The prices for the generator rentals may be increased by the Consumer Price Index (CPI) annually if requested by the vendor.

1411104046– Request approval to award a contract to Sunbelt Rentals, Inc. for Generator Rentals for Storm Season in the amount of \$2,804,328.00, subject to the availability of lawfully appropriated funds.

**Senior Manager:** Sulayman, Mickhael S. – Senior Manager Project Construction  
**Director:** Conner, Sean M. – Dir. W/WW Project Engineering & Construction  
**VP:** Melendez, Pedro A. – VP Planning Engineering & Construction

**APPROVALS:**

Stephen Datz 3/30/2023

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

Stephanie M Healy 3/30/2023

**Budget Representative** **Date**



Appendix B - Response Form  
1411104046 Generator Rental for Storm Season

Submit per instructions in the Solicitation

Company Name: Sunbelt Rentals, Inc.

Company's Address: 1799 Innovation Pt. Fort Mill SC 29715

Phone Number: 904-210-7756 FAX No: 803-578-6377 Email Address: sarah.adkins@sunbeltrentals.com

**BID SECURITY REQUIREMENTS**

- ☒ None required  
☐ Certified Check or Bond (Five Percent (5%)  
of Total Bid Price)

**TERM OF CONTRACT**

- ☐ One Time Purchase  
☐ Other, Specify - Project Completion  
☒ Term Requirements – 3 Years (6 month per year), w/ 2 optional renewals

**SAMPLE REQUIREMENTS**

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

**SECTION 255.05, FLORIDA STATUTES CONTRACT BOND**

- ☒ None required  
☐ Bond required 100% of Bid Award

**QUANTITIES**

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

**INSURANCE REQUIREMENTS**

Insurance required

**PAYMENT DISCOUNTS**

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

Enter Your Response for IFB# 1411104046 Generator Rental for Storm Season

TOTAL RESPONSE PRICE (transfer from Response Workbook) ~~\$3,550,248.00~~ \$2,804,328.00

I. Z.

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

**BIDDER'S CERTIFICATION**

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

We have received addenda

1 through 2

I. Zakh

Handwritten Signature of Authorized Officer of Company or Agent

03/13/2023

Date

Irina Zakh - Contract Manager

Printed Name and Title



**1411104046 Appendix B - Response Workbook**

**Generator Rental for Storm Season**

Item	Description	Quantity (Units)	Unit Timeline	Price/Month	Maximum Combined Weight Per Unit (lbs)	Annual Timeline (Months)	Contract Term (Years)	Total Price
1	300 kW Generator	4	Month	\$ 6,018.00	7000	6	3	\$ 433,296.00
2	200 kW Generator	4	Month	\$ 3,777.00	10000	6	3	\$ 271,944.00
3	100 kW Generator	41	Month	\$ 2,201.00	14000	6	3	\$ 1,624,338.00
4	60 kW or 56 kW Generator	10	Month	\$ 1,685.00	20000	6	3	\$ 303,300.00
5	500 kW Generator	1	Month	\$ 9,025.00	20000-24000	6	3	\$ 162,450.00
6	Labor	1	Month	\$ 500.00		6	3	\$ 9,000.00

**TOTAL RESPONSE PRICE**

(transfer total to Page 1 Appendix B - Bid Form)

**\$ 2,804,328.00**

**Excess Hour Pricing (>1000 Hours)**

Item	Description	Quantity	Unit	Price
1	300 kW Generator	1	Hour	\$ 46.25
2	200 kW Generator	1	Hour	\$ 38.99
3	100 kW Generator	1	Hour	\$ 32.50
4	60 kW Generator or 56 kW	1	Hour	\$ 25.75
5	500 kW Generator	1	Hour	\$ 77.76
6	Labor	1	Hour	\$ 125.00
7	Overtime Labor	1	Hour	\$ 175.00



## Formal Bid and Award System

Award #6    March 30, 2023

**Type of Award Request:** REQUEST FOR PROPOSAL (RFP)  
**Requestor Name:** Neupane, Pranaya P. - Mgr Electric T&D Planning  
**Requestor Phone:** 904-665-7568  
**Project Title:** Electric System Planning Future Needs Studies  
**Project Number:** 101210  
**Project Location:** JEA  
**Funds:** O&M  
**Business Unit Estimate:** \$1,200,000.00

**Scope of Work:**

The engineering services company (the "Company") will be contracted to perform JEA electric system studies as requested to analyze the potential future impacts to the system and support plans to develop proactive mitigation strategies.

This document outlines the scope of a comprehensive electric system study for JEA to address various needs. The timeframe for these needs can be anywhere from the near-term Transmission Planning horizon (next one to five years) to far out into the future (the next twenty years). The study should quantify and analyze the rollup impacts due to the following items:

- Utility scale renewable generating resources integration
- Increased power import/export capability into/out of JEA
- Future additional generation/resource interconnections
- Long term load growth due to the existing and future customers
- Effects of high levels of Electric Vehicle penetration on JEA System

The study will utilize the available Florida Reliability Coordinating Council (FRCC) load flow cases for steady state/short circuit/transient stability (as applicable) analyses. There will be a need to develop various steady state cases for the future beyond the current Transmission Planning Horizon (beyond ten years). The study should utilize JEA's existing generation fleet, potential renewable resources, new distribution loads, and future generation resources internal/external to JEA.

The end goal analyses should monitor the thermal loadings of transmission lines and autotransformers, and substation bus voltages for adverse impacts for JEA as well as in the neighboring systems. Additionally, circuit breaker fault interrupting capability should be analyzed for any new generating resources or transmission line reconfigurations/additions. The transmission study should be performed for compliance with applicable North American Reliability Corporation (NERC) Reliability Standards (e.g. TPL-001-5) as well as JEA's and FRCC's Transmission Planning requirements and best practices. Sensitivities will be required for various load levels (such as higher than the forecasted load, shoulder load periods, low load periods etc.) during summer and winter seasons.

Any shortcomings on the capacity of the existing generating resources, substation, transmission, and distribution facilities should be identified with possible remedies including the capital development projects. Such identified capital projects shall have planning-level cost estimates based on the Proposers infrastructure design, potential real estate acquisition needs, and implementation timelines. If impacts are identified in the neighboring systems, possible remedies should be recommended.

**JEA IFB/RFP/State/City/GSA#:** 1411020446  
**Purchasing Agent:** LOVGREN, RODNEY D.  
**Is this a Ratification?:** NO

**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
BURNS & MCDONNELL ENGINEERING COMPANY, INC	Collin Hayward	collin.hayward@1898andco.com	9400 WARD PARKWAY KANSAS CITY, MO 64114	573-999-9168	\$1,200,000.00

**Amount for entire term of Contract/PO:** \$1,200,000.00  
**Award Amount for remainder of this FY:** \$220,000.00  
**Length of Contract/PO Term:** Five (5) Years w/ Two (2) 1-Yr. Renewals  
**Begin Date (mm/dd/yyyy):** 04/07/2023  
**End Date (mm/dd/yyyy):** 04/06/2028  
**Renewal Options:** Yes – Two (2) - 1 Yr. Renewals  
**JSEB Requirement:** Optional  
**Comments on JSEB Requirements:**

**TRC Energy Engineering Professional LLC (Tentative)** No Supplier provided commitment on JSEB spend due to complexities of the scope of services. Burns & McDonnell committed to define JSEB content as tasks are more clearly defined.

**PROPOSERS:**

Name	Points	Rank
BURNS & MCDONNELL ENGINEERING COMPANY, INC.	240.4	1
LEIDOS ENGINEERING LLC	220.8	2
POWER ENGINEERS INC	207.0	3
SIEMENS INDUSTRY INC	194.2	4
GERS USA	175.2	5
GUIDEHOUSE	164.0	6
TRC ENERGY	132.7	7

**Background/Recommendations:**

Advertised on 12/13/2022. Ten (10) prime companies attended the optional pre-proposal meeting held on 12/20/2022. At proposal opening on 01/31/2023, JEA received seven (7) Proposals. Companies were evaluated on professional staff experience, company experience and JSEB content. The public evaluation

meeting was held on 02/21/2023. JEA deemed Burns & McDonnell Engineering Company, Inc. the highest evaluated companies to perform the work. A copy of the evaluation matrix and rates are attached as backup.

JEA has a budgeted forecast of \$220,000.00 for the scope of services in this engineering project for FY23 and has planned \$425,000.00 for FY24 and \$185,000.00 estimated for the remaining three (3) fiscal years. JEA will work to develop the various tasks as data analysis and team meetings are coordinated under the contract. As such, JEA will preliminarily fund the contract and will return to awards committee to add funds to the contract to fund work as tasks are refined.

The proposed engineering rates are compared on an aggregate average basis per firm. When comparing similar type engineering services for IRP's and other system studies, historical aggregate average rate index has ranged from \$212.02 to \$235.38. For these services the aggregate average rate index is \$232.76 and is within the typical range and deemed reasonable. The rates are subject to CPI price adjustment annually with a cap of six percent (6%).

1411020446 – Request approval to award contracts to Burns & McDonnell Engineering Company, Inc. for Electric System Planning Future Needs Studies in the amount of \$1,200,000.00, subject to the availability of lawfully appropriated funds.

**Manager:** Durham, Russell J. - Mgr Electric T&D Planning  
**Director:** Coarsey, John B. – Dir. Electric T&D Planning  
**VP:** Melendez, Pedro A. - VP Planning Engineering & Construction

**APPROVALS:**

Stephen Datz 3/30/2023

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

Stephanie M. Healy 3/30/2023

**Budget Representative** **Date**

#	1411020446 Electric System Planning Study Summary Evaluation Matrix						
	Vendor Rankings	Coarsey	Durham	Neupane	Σ Rank	Rank	Total Score
1	Burns & McDonnel Engineering	1	1	1	3	1	240.4
2	GERS USA	5	6	5	16	5	175.2
3	Guidehouse	6	5	6	17	6	164.0
4	Leidos Engineering	2	2	2	6	2	220.8
5	Power Engineers Inc	3	3	3	9	3	207.0
6	Siemens Industry Inc	4	4	4	12	4	194.2
7	TRC	7	7	7	21	7	132.7
8							
#	Coarsey	Staff Experience (40 Points)	Company Experience (55 Points)	JSEB (5 Points)		Total	Rank
1	Burns & McDonnel Engineering	31.0	54.0	0.0		85.0	1
2	GERS USA	22.8	38.0	0.0		60.8	5
3	Guidehouse	26.8	31.0	0.0		57.8	6
4	Leidos Engineering	30.0	47.0	0.0		77.0	2
5	Power Engineers Inc	32.6	40.0	0.0		72.6	3
6	Siemens Industry Inc	24.8	44.0	0.0		68.8	4
7	TRC	26.8	26.0	0.0		52.8	7
	Durham	Staff Experience (40 Points)	Company Experience (55 Points)	JSEB (5 Points)		Total	Rank
1	Burns & McDonnel Engineering	21.2	52.0	0.0		73.2	1
2	GERS USA	22.6	27.0	0.0		49.6	6
3	Guidehouse	25.0	32.0	0.0		57.0	5
4	Leidos Engineering	29.6	40.0	0.0		69.6	2
5	Power Engineers Inc	26.8	41.0	0.0		67.8	3
6	Siemens Industry Inc	30.0	29.0	0.0		59.0	4
7	TRC	23.0	17.0	0.0		40.0	7
	Neupane	Staff Experience (40 Points)	Company Experience (55 Points)	JSEB (5 Points)		Total	Rank
1	Burns & McDonnel Engineering	27.2	55.0	0.0		82.20	1
2	GERS USA	24.8	40.0	0.0		64.80	5
3	Guidehouse	25.2	24.0	0.0		49.20	6
4	Leidos Engineering	29.2	45.0	0.0		74.20	2
5	Power Engineers Inc	31.6	35.0	0.0		66.60	3
6	Siemens Industry Inc	34.4	32.0	0.0		66.40	4
7	TRC	26.9	13.0	0.0		39.90	7
	Overall Averages	Staff Experience (40 Points)	Company Experience (55 Points)	JSEB (5 Points)		Total	
1	Burns & McDonnel Engineering	26.47	53.67	0.00		80.13	
2	GERS USA	23.40	35.00	0.00		58.40	
3	Guidehouse	25.67	29.00	0.00		54.67	
4	Leidos Engineering	29.60	44.00	0.00		73.60	
5	Power Engineers Inc	30.33	38.67	0.00		69.00	
6	Siemens Industry Inc	29.73	35.00	0.00		64.73	
7	TRC	25.57	18.67	0.00		44.23	

## Schedule of Hourly Professional Service Billing Rates

<b><u>Classification</u></b>	<b><u>Hourly Billing Rate</u></b>
Project Support <sup>*,2</sup>	\$128.00
Analyst <sup>*</sup>	\$197.00
Lead Analyst <sup>*</sup>	\$224.00
Consultant <sup>*</sup>	\$278.00
Manager <sup>3</sup> /Senior Consultant	\$294.00
Director/Senior Manager <sup>3</sup>	\$335.00
Managing Director	\$375.00
Principal Consultant	\$403.00

### NOTES:

1. Position classifications listed above refer to the firm's internal title system or project role.
2. Project Support includes Technical Writer, Research Assistant, or similar roles defined for the scope of work.
3. Manager includes Project Manager, Section Manager, Product Manager, Research Manager and any other manager title.
4. For any nonexempt personnel in positions marked with an asterisk (\*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
5. Project time spent by corporate officers will be billed at the Managing Director rate.
6. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.
7. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month may be added to all amounts not paid within 30 days of the invoice date.
8. The services of contract/agency and/or any personnel of a Burns & McDonnell parent, subsidiary or affiliate shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.
9. The rates shown above are effective for services through December 31, 2023 and are subject to revision thereafter.



## Schedule of Hourly Professional Service Billing Rates

Position Classification	Classification Level	Hourly Billing Rate
General Office *	5	\$71.00
Technician *	6	\$90.00
Assistant *	7	\$109.00
	8	\$148.00
	9	\$177.00
Staff *	10	\$202.00
	11	\$220.00
Senior	12	\$247.00
	13	\$269.00
Associate	14	\$276.00
	15	\$279.00
	16	\$282.00
	17	\$284.00

### NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. For any nonexempt personnel in positions marked with an asterisk (\*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
3. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.
4. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.
5. The services of contract/agency and/or any personnel of a Burns & McDonnell parent, subsidiary or affiliate shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.
6. The rates shown above are effective for services through December 31, 2023, and are subject to revision thereafter.

**CONTRACT  
BETWEEN  
JEA  
AND  
BURNS & MCDONNELL ENGINEERING COMPANY, INC.  
JEA CONTRACT # 179823**

**THIS CONTRACT**, is effective this 12<sup>th</sup> day of ~~January~~ <sup>March</sup>, 2019, (the "Effective Date"), by and between **JEA**, a body politic and corporate, in Duval County, Florida, with a principal office located at 21 W. Church St., Jacksonville, FL 32202, and **BURNS & MCDONNELL ENGINEERING COMPANY, INC.**, a Missouri corporation, authorized to perform work in State of Florida, with its principal office located at 9400 Ward Parkway, Kansas City, MO 64114, and a local address of 2301 Maitland Center Parkway, Suite 400, Maitland, FL 32751 (the "Company").

**WITNESSETH**

**WHEREAS**, pursuant to the JEA Procurement Code, JEA is authorized to procure goods and services; and

**WHEREAS**, JEA has requested proposals and Company has submitted a proposal for said "Transmission Planning Services using Power System Simulator for Engineering (PSS/E) for Stability and Steady State Analysis", (the "Services"); and

**WHEREAS**, said proposal has been accepted by JEA as the most qualified for the completion of the "Services; and

**NOW THEREFORE**, in consideration of the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, the parties agree as follows:

**AGREEMENT**

- 1) JEA hereby engages the Company and the Company hereby accepts said engagement for the purpose of performing the Services, as described in (i) JEA Solicitation # 093-18, designated as "Transmission Planning Services using Power System Simulator for Engineering (PSS/E) for Stability and Steady State Analysis" as modified by Addendum Number 1 dated August 20, 2018, Addendum Number 2 dated September 4, 2018, Addendum Number 3 dated September 14, 2018, the "RFP", and (ii) the Company's Rate Sheet attached hereto as **Exhibit B**.
- 2) Such Services shall be performed strictly in accordance with the RFP, the General and Supplemental Conditions of JEA's "Request for Qualifications for Consideration to be Included on JEA's Qualified Proposers Lists (QPL)", (the "RFQ") attached as **Exhibit A** hereto, the advertisement requesting proposals, all plans, technical specifications, blueprints, requirements of JEA, federal, state and local permits, the proposal of said Company, and Award, now on file in the Office of Chief Procurement

*JS*  
*3/11/19*

Officer of JEA, (collectively, the "Contract Documents"), all of which are hereby specifically made part hereof by reference to the same extent as if fully set out herein in the sum of not to exceed **Nine Hundred Thousand and 00/100 Dollars (\$900,000.00)** (the "Maximum Indebtedness") at and for the prices and on the terms contained in the Contract Documents and **Exhibit B** attached hereto.

- 3) Unless otherwise terminated, this Contract shall commence on the "Effective Date", and continue and remain in full force and effect as to all its terms, conditions and provisions as set forth herein until the Final Completion and Acceptance of the Work.
- 4) On faithful performance of this Contract, JEA will pay the Company in accordance with the terms and on the conditions stated in the Contract Documents.
- 5) All notices required or permitted under this Contract shall be in writing and shall be deemed received upon receipt. Notices shall be addressed by a party to the other party as follows:

In the case of JEA:

JEA  
Attn: Rodney Lovgren  
21 W. Church St., CC6  
Jacksonville, FL 32202  
Ph: 904-665-6631  
lovged@jea.com

and to:

JEA  
Attn: Heather Beard, Manager, Procurement Contract Administration  
21 W. Church St. CC-6,  
Jacksonville, FL 32202  
Ph: 904-665-7606  
bearhb@jea.com

In the case of Company:

BURNS & MCDONNELL ENGINEERING COMPANY, INC.  
Attn: Wan Ham, Ph. D.  
108 Leigus Road  
Wallingford, CT 06492  
Ph: 203-294-2328

- 6) 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.

87  
2/11/19

- 7) Any other provision in this Agreement to the contrary notwithstanding the duration of this Agreement, shall be contingent upon the existence of lawfully appropriated funds.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement the day and year first above below.

ATTEST:

By: 

Name: Sason Cabral

Title: Principal

Date: 3/11/19

BURNS & MCDONNELL  
ENGINEERING COMPANY, INC.

By: 

Name: JERRY FAN

Title: VICE PRESIDENT

Date: 3/11/19

ATTEST:

By: 

Name: Maurice Scarboro

Title: Contracts Associate

Date: 3/12/19

JEA

By: 

Jenny McCollum

Director, Procurement Services

Date: 3/12/19

Approved by Awards Committee on Thursday, January 17, 2019, Award Item # 4.



**EXHIBIT A**  
**COMMERCIAL CONTRACT TERMS**

87  
3/11/19

## **GENERAL CONTRACT TERMS & CONDITIONS**

The General Contract conditions contained herein will be incorporated by reference into the executed Contract which will be signed by both JEA and the Company.

### **1. DEFINITIONS AND PRELIMINARY MATTERS**

#### **1.1. DEFINITIONS**

##### **1.1 DEFINITIONS**

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."

##### **1.1.1. ACCEPTANCE**

JEA's written notice by the Contract Administrator to the Company that all Work as specified in the Contract has been completed to JEA's satisfaction. 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. Acceptance does not in any way limit JEA's rights under the Contract or applicable laws, rules and regulations.

##### **1.1.2. ADDENDUM/ADDENDA**

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

##### **1.1.3. ANNIVERSARY DATE**

The twelve (12) month period beginning on the date of the Contract Award, and each subsequent 12 month period that the Contract is in effect.

##### **1.1.4. AWARD**

The lawfully appropriated funds allocated and approved by the JEA Awards Committee. Once an Award is approved, JEA will either issue a Purchase Order or execute a Contract with the successful Company..

##### **1.1.5. BID SECTION**

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

##### **1.1.6 CHANGE ORDER**

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 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.

##### **1.1.7. COMPANY**

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, Consultant and Company shall be considered synonymous for the purpose of the Contract.

##### **1.1.8. COMPANY REPRESENTATIVE**

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

##### **1.1.9. COMPANY SUPERVISOR**

The individual, employed or contracted by the Company, to manage the Work on a day-to-day basis and ensure the

82  
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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.

**1.1.10. CONTRACT**

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

**1.1.11. CONTRACT ADMINISTRATOR**

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.

**1.1.12. CONTRACT DOCUMENTS**

Contract Documents means the Contract and any written Change Orders, amendments or Purchase Orders executed by JEA, and insurance and/or bonds as required by the Contract.

**1.1.13. CONTRACT PRICE**

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

**1.1.14. CONTRACT TIME OR CONTRACT TERM**

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

**1.1.15. DEFECT**

Work that fails to meet the requirements of any required test, inspection or approval, and any Work that meets the requirements of any test or approval, but nevertheless does not meet the requirements of the Contract Documents.

**1.1.16. FINAL COMPLETION**

The point in time after JEA makes the determination that the Work is completed and there is Acceptance by JEA, and the Company has fulfilled all requirements of the Contract Documents.

**1.1.17. HOLIDAYS**

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

**1.1.18. INVOICE**

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.

**1.1.19. JEA**

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.

**1.1.20. JEA REPRESENTATIVES**

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.

*Handwritten signature and initials*

**1.1.21. PERFORMANCE - ACCEPTABLE PERFORMANCE/PERFORMER**

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.

**1.1.22. PERFORMANCE - TOP PERFORMANCE/PERFORMER**

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.

**1.1.23. PERFORMANCE - UNACCEPTABLE PERFORMANCE/PERFORMER**

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.

**1.1.24. PROPOSAL**

The document describing the Company's qualifications to verify it complies with the requirements of the RFP.

**1.1.25. PROPOSER**

The respondent to a Request for Proposal (RFP).

**1.1.26. PURCHASE ORDER (PO)**

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.

**1.1.27. QUALITY ASSURANCE**

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

**1.1.28. QUALITY CONTROL**

Actions that the Company takes to ensure it successfully completes the Work in full accordance with the Contract Documents.

**1.1.29. REQUEST FOR PROPOSAL (RFP)**

A process where JEA can seek a specific proposal from Companies.

**1.1.30. REQUEST FOR QUALIFICATIONS**

The document issued by the JEA Procurement Department to solicit Qualifications from Companies that includes, but is not limited to, the Qualification Project Submittal Form, samples of contract documents and Addenda.

**1.1.31. SUBCONTRACTOR**

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

**1.1.32. SUPPLEMENTAL CONDITIONS**

The Supplemental Conditions amend or supplement the General Conditions of the Contract and other provisions of the Contract Documents.

**1.1.33. TASK ORDER**

A document that describes the Work or describes a series of tasks that the Company will perform in accordance with the Contract Documents. A Task Order may be issued as an attachment to a Purchase Order, but the Task Order is neither a Purchase Order, nor a Notice to Proceed.

**1.1.34. QUALIFICATIONS OR QUALIFICATIONS PACKAGE**

The documents describing the Company's qualifications to verify it complies with the requirements of the RFQ.

87  
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#### **1.1.35. QUALIFIED PROPOSERS LIST**

List of Companies that meet the Selection Criteria for this RFQ and will be permitted to submit a Proposal in response to a JEA RFP for the category of services referenced in this RFQ.

#### **1.1.36. WORK OR SCOPE OF SERVICES**

Work includes as defined in the Contract Documents all actions, products, documentation, electronic programs, reports, testing, transport, administration, management, services, materials, tools, equipment, and responsibilities to be furnished or performed by the Company under the Contract, together with all other additional necessities that are not specifically recited in the Contract, but can be reasonably inferred as necessary to complete all obligations and fully satisfy the intent of the Contract.

### **2. CONTRACT DOCUMENTS**

#### **2.1 ORDER OF PRECEDENCE**

The Contract shall consist of JEA's Contract and/or Purchase Order together with the Technical Specifications, General and Supplemental conditions, and Company's proposal, 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 inform JEA in writing of any conflict, error or discrepancy in the Contract Documents upon discovery. Should the Company proceed with the Work prior to written resolution of the error or conflict by JEA, all Work performed 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 / Amendments
- Executed Contract Document
- Supplemental Conditions of Contract
- General Conditions of Contract
- Exhibits to this Contract
- Purchase Order
- Drawings
- Technical Specifications, Exhibits and Attachments
- References
- Company's proposal

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.

### **3. INSURANCE, INDEMNITY & RISK OF LOSS**

#### **3.1. INSURANCE**

Insurance requirements are described in the Supplemental Conditions attached hereto.

#### **3.2. INDEMNIFICATION**

Indemnification requirements are described in the Supplemental Conditions attached hereto.

#### **3.3. RISKS AND PROPERTY**

Ownership, risks of damage to or loss of the items shall pass to JEA upon Acceptance. The Company shall retain the sole risk of loss to the Work up to and including the time of Acceptance. In the event of loss or damage to the Work, the Company shall bear all costs associated with any loss or damage.

### **4. PRICE & PAYMENTS**

#### **4.1 INVOICING AND PAYMENT TERMS**

The Company shall submit all Invoices or Applications for Payment in accordance with the payment method agreed

*Handwritten signature and date:*  
2/11/19

upon in these Contract Documents. JEA will pay the Company any undisputed 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.

#### **4.2. JACKSONVILLE SMALL AND EMERGING BUSINESS (JSEB) – INVOICING AND PAYMENT**

If the Company utilizes JSEB certified firms, regardless of whether these Contract Documents require or encourage the use of such firms, the Company shall Invoice for and report the use of JSEB certified firms according to the format and guidelines established by the City of Jacksonville.

#### **4.3. OFFSETS**

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.

#### **4.4. COST SAVINGS PLAN**

During the term of the Agreement, JEA and Company are encouraged to identify ways to reduce the total cost to JEA related to services provided by the Company. JEA and Company may negotiate Amendments to the Agreement that support and allow such reductions in total costs including, but not limited to, the sharing of savings resulting from implementation of cost-reducing initiatives between JEA and Company. The decision to accept any cost savings plan shall be in the sole discretion of JEA, and JEA shall not be liable to Company for any cost that may be alleged to be related to a refusal to accept a Cost Savings Plan.

#### **4.5. TRUTH IN NEGOTIATION CERTIFICATE**

Company understands and agrees that execution of the Agreement by Company shall be deemed to be simultaneous execution of a truth-in-negotiation certificate under this provision to the same extent as if such certificate had been executed apart from the Agreement, such certificate being required by Section 287.055, Florida Statutes. Pursuant to such certificate, Company hereby states that the wage rates and other factual unit costs supporting the compensation hereunder are accurate, complete and current at the time of contracting. Further, Company agrees that the compensation hereunder shall be adjusted to exclude any significant sums where JEA determines the contract price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one year following the completion date of the Contract.

#### **4.6. TAXES**

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

### **5. TERM & TERMINATION**

#### **5.1. TERM OF CONTRACT**

Term of the Contract is set forth in the Supplemental Conditions attached hereto.

#### **5.2. TERMINATION FOR CONVENIENCE**

JEA shall have the absolute right to terminate in whole or part the Contract, with or without cause, at any time after Award upon thirty (30) day written notification of such termination.

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In the event of termination for convenience, JEA will pay the Company for all disbursements and expenses that the Company has incurred, or those for which it becomes obligated prior to receiving JEA's notice of termination.

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.

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.

### **5.3. TERMINATION FOR DEFAULT**

After providing reasonable notice and an opportunity to cure, 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 opinion, to have misrepresented the utilization of funds or misappropriate property belonging to JEA.
- Any material change in the financial or business condition of the Company.

If, within five (5) 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.

JEA will charge the expense 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 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.

## **6. CONFIDENTIALITY & PROPRIETARY INFORMATION**

### **6.1. CONFIDENTIALITY AND PUBLIC RECORD LAWS**

This Agreement and any related documents are considered public records under the "Public Records Law", Chapter 119, Florida Statutes, unless specifically exempted by law. Any meetings involving two or more members of JEA at which official acts are to be taken are considered public meetings under the Florida "Government in the Sunshine Law", as contained in Chapter 286, Florida Statutes.

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. In the event the Company breaches this Contract, then the Company hereby grants JEA a limited license to use the Confidential Information in any reasonable way in order to mitigate JEA's damages.

### **6.2. PROPRIETARY INFORMATION**

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.

### **6.3. PUBLICITY AND ADVERTISING**

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.

## **7. OWNERSHIP OF DOCUMENTS AND EQUIPMENT**

The Company agrees that all drawings, designs, specifications, renderings, notebooks, tracings, photographs, reference books, equipment, expendable equipment and materials, negatives, reports, findings, recommendations, data

2/11/19



and memoranda of every description (hereinafter referred to as "Works"), arising out of or relating to the Services rendered by the Company under this Contract, are to become the property of JEA. Company and JEA agree that said Works shall be considered as Works Made for Hire under the United States Copyright laws as more specifically defined in Section 7.2. JEA shall have the absolute and exclusive right to own and use all said Works together with any and all copyrights, patents, trademark and service marks associated with said Works. The use of these Works in any manner by JEA shall not support any claim by the Company for additional compensation

#### **7.1. INTELLECTUAL PROPERTY**

The Company grants to JEA an irrevocable, perpetual, royalty free and fully paid-up right to use (and such right includes, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant of the right to sublicense all, or any portion of, the foregoing rights to an affiliate or a third party service provider) the Company's intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) that is contained or embedded in, required for the use of, that was used in the production of or is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of any applicable unit of Work.

If the Work contains, has embedded in, requires for the use of any third party intellectual property, or if the third party intellectual property is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of the Work, the Company shall secure for JEA an irrevocable, perpetual, royalty free and fully paid-up right to use all third party intellectual property. The Company shall secure such right at its expense and prior to incorporating any third party intellectual property (including, without limitation, all trade secrets, patents, copyright and know-how) into any Work, including, without limitation, all drawings or data provided under the Contract, and such right must include, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant of the right and a right to sublicense all or any portion of the foregoing rights to an affiliate or a third party service provider.

Should JEA, or any third party obtaining such work product through JEA, use the Work or any part thereof for any purpose other than that which is specified herein, it shall be at JEA's sole risk.

#### **7.2. WORK MADE FOR HIRE**

With the exception of Company's pre-existing intellectual capital and third-party intellectual capital as described in Intellectual Property, as stated herein, JEA shall own all right, title and interest, including ownership of copyright (limited to the extent permitted by the terms of any governing licenses), in and to any project generated by the Work including, but not limited to, software, source code, reports, deliverable, or work product developed by the Company specifically for JEA in connection with the Work, and derivative works relating to the foregoing. Such Work shall include, but shall not be limited to, those reports and deliverables specified in the Contract Documents. The Company understands and agrees that the "work made for hire", or any portion of the Work, shall be a "work made for hire" for JEA pursuant to federal copyright laws. Any software, report, deliverable, or work product as used in connection with the Work, but, previously developed by the Company specifically for other customers of the Company or for the purpose of providing substantially similar services to other Company customers, generally shall not be considered "work made for hire", so long as the foregoing are not first conceived or reduced to practice as part of the Work. To the extent any of JEA deliverables are not deemed works made for hire by operation of law, the Company hereby irrevocably assigns, transfers, and conveys to JEA, or its designee, without further consideration all of its right, title and interest in such Work, including all rights of patent, copyright, trade secret, trademark or other proprietary rights in such materials. Except as provided in the foregoing sentences, the Company acknowledges that JEA shall have the right to obtain and hold in its own name any intellectual property right in and to the Work. The Company agrees to execute any documents or take any other actions as may reasonably be necessary, or as JEA may reasonably request, to perfect or evidence JEA's ownership of the Work.

#### **7.3. PATENTS & COPYRIGHTS**

In consideration of ten dollars (\$10.00), receipt and sufficiency is hereby acknowledged, Company shall hold harmless and indemnify JEA from and against liability or loss, including but not limited to any claims, judgments, court costs and attorneys' fees incurred in any claims, or any pretrial, trial or appellate proceedings on account of infringements of patents, copyrighted or uncopyrighted works, secret processes, trade secrets, patented or unpatented inventions, articles or appliances, or allegations thereof, pertaining to the Services, or any part thereof, combinations thereof, processes therein or the use of any tools or implements used by Company.

Company will, at its own expense, procure for JEA the right to continue use of the Services, parts or combinations thereof, or processes used therein resulting from a suit or judgment on account of patent or copyright infringement.

If, in any such suit or proceeding, a temporary restraining order or preliminary injunction is granted, Company will make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of such restraining order or temporary injunction.

If, in any such suit or proceeding, any part of the Services is held to constitute an infringement and its use is permanently enjoined, Company will, at once, make every reasonable effort to secure for JEA a license, authorizing the continued use of the Services. If Company fails to secure such license for JEA, Company will replace the Services with non-infringing Services, or modify the Services in a way satisfactory to JEA, so that the Services are non-infringing.

## **8. JSEB COMPLIANCE**

### **8.1. COMPLIANCE WITH JACKSONVILLE SMALL AND EMERGING BUSINESS (JSEB) REQUIREMENTS**

The City of Jacksonville requirements as outlined in the City of Jacksonville Ordinance relating to JSEBs shall apply in their entirety to this Contract. The Company shall achieve the participation goal as set forth in the Supplemental Conditions of this Contract, except as allowed under the good faith efforts exception as defined in the City of Jacksonville Ordinance.

Where the City of Jacksonville ordinance refers to "Chief", it shall be construed to mean, for purposes of this Contract, JEA's Chief Purchasing Officer. In a like manner, where it refers to "City", or "City of Jacksonville", it shall be construed to mean JEA.

Use of brokering, as defined in the City of Jacksonville Ordinance, or other techniques that do not provide a commercially useful function are strictly prohibited as means of achieving the JSEB requirements of the Contract.

The Company must use the JSEB firms it listed in its Proposal to perform the actual Work or provide the materials/and or suppliers, unless this requirement is waived in writing by JEA due to hardship or lack of JSEB firm diligence in performing the Work or providing the materials and/or supplies. In no case shall the Company make changes to JSEB qualified firms, scope, or amount of Work without prior written notice to the Contract Administrator, and without subsequent receipt of written approval from the Contract Administrator. JSEB firms that qualify for this Contract are those shown on the current JEA or City of Jacksonville JSEB directories appearing at [coj.net](http://coj.net). Certification of JSEB firms must come from the City of Jacksonville. No other agency or organization is recognized for purposes of this Contract.

Payment terms for participating JSEB firms shall be the same or better than the payment terms the Company receives from JEA, except that in all cases JSEB firms shall be allowed to submit invoices to the Company at least bimonthly, and the Company shall pay proper invoices no later than 3 days after receipt. The Company shall obtain written approval from the Contract Administrator prior to withholding any payment from JSEB firm.

The Company agrees to let JEA audit its financial and operating records with one day of notice, and during normal business hours, at its corporate offices for the purpose of determining compliance with all JSEB requirements of the Contract Documents.

If the Company violates any provision regarding JSEB, including, but not limited to, program intent, the Company shall be subject to any or all of the following, plus any other remedies available to JEA under law:

Terminate the Contract for breach

Suspend the Company from bidding any JEA projects as follows:

First offense: six months

Second offense: one year

Third offense: three years

Revoke Company JSEB certification if the Company itself is certified as a JSEB.

## **9. PERFORMANCE**

### **9.1. COORDINATION OF SERVICES PROVIDED BY JEA**

The JEA Representative for the Work will, on behalf of JEA, coordinate with the Company and administer this Contract. It shall be the responsibility of the Company to coordinate all assignment related activities with the designated JEA Representative. The JEA Representative will be assigned to perform day-to-day administration and liaison functions, and to make available to the Company appropriate personnel, to the extent practical, and to furnish records and available data necessary to conduct the Work. The JEA Representative will also authorize the Company to perform work under this Contract.

The JEA Representative's contact information is provided in the Supplemental Conditions.

### **9.2. COMPANY REPRESENTATIVES**

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.

### **9.3. COMPLETION OF WORK (PO)**

The Company shall begin Work within 10 days after the date of written 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 and should the Company fail to complete the Work on or before the date established for Final Completion, the Company shall be solely responsible for additional costs as defined in the Contract.

### **9.4. LICENSES**

The Company shall comply with all licensing and/or certification requirements pursuant to applicable laws, rules and regulations. 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.

### **9.5. SAFETY AND PROTECTION PRECAUTIONS**

The Company shall comply with all applicable federal, state and local laws, ordinances, all JEA procedures and policies including, 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 and the Company is responsible for all JEA damages associated with such termination.

The Company understands and agrees that JEA Representatives may stop Work at any time that JEA, at its reasonable discretion, considers the Company's Work to be unsafe or a risk to property. The Company understands and agrees that it is responsible for paying all costs associated with providing a safe work environment including. The Company further understands and agrees that it is solely responsible for the safety of Company personnel and property associated with the Work.

The Company Representative, or alternatively, the Company Supervisor, shall be designated as the Company's individual responsible for the prevention of accidents.

### **9.6. VENDOR PERFORMANCE EVALUATION**

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 shall 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.

*[Handwritten signature and date 1.1.19]*

## **10. JEA FURNISHED ITEMS**

### **10.1. CONDITIONS OF PROVISIONING**

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.

## **11. CHANGES TO WORK OR SCHEDULE**

### **11.1. CHANGE IN SCOPE OF SERVICES**

From time to time, JEA may direct changes and modifications in the scope of the services, as contained in the Contract Documents, to be performed under this Contract as may be necessary to carry out the purpose of this Contract. The Company is willing and agreeable to accommodate such changes, provided it is compensated for additional services in accordance with its professional fees and expenses under the terms of this Contract. Such changes shall be in the form of a written amendment to this Contract reflecting, as appropriate, an amendment to the Work rendered and adjustment to Company's professional fees, including an extension to the duration of this Contract, as well as the maximum indebtedness of JEA. Maximum indebtedness is the maximum total cost that may be paid to the Company hereunder, including travel related costs, during the term of the Contract for the Work rendered under the terms of this Contract. The JEA Representative directly responsible for each project will make the final determination as to whether any compensable change exists.

### **11.1. DELAYS**

Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such obligation is prevented or delayed by any cause beyond the reasonable control of the affected party, and the time for performance of either party hereunder shall in such event be extended for a period equal to any time lost due to such prevention or delay.

### **11.2. SUSPENSION OF SERVICES**

JEA may suspend the performance of the Services rendered by providing COMPANY with five (5) days written notice of such suspension. Schedules for performance of the Services shall be amended by mutual agreement to reflect such suspension. In the event of suspension of Services, the COMPANY shall resume the full performance of the Services when directed in writing to do so by JEA. Suspension of Services for reasons other than the COMPANY's negligence or failure to perform, shall not affect the COMPANY's compensation as outlined in this Agreement.

### **11.3. AMENDMENTS**

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

### **11.4. FORCE MAJEURE**

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;

*Handwritten signature and date:*  
2/1/19

(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.

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.

## **12. LABOR**

### **12.1. PERSONNEL & CHANGES IN COMPANY'S PROFESSIONAL PERSONNEL**

Unless otherwise agreed in writing by the parties, all Services shall be rendered by employees: (a.) who are full time employees of Company or approved subcontractors; (b.) qualified to perform the Services, and (c.) fluent in the English language.

Subsequent to the execution of this Agreement, Company shall notify the JEA Project Representative in writing prior to making changes in professional personnel assigned, or to be assigned, as provided in Company's proposal to manage or perform Services under this Agreement. The JEA Project Representative shall have the right to reject any personnel assigned by Company to perform work under this Agreement. If the right of rejection is exercised by the JEA Project Representative, Company shall submit for approval of the JEA Project Representative, the name or names of substitute personnel to fill the positions resulting from said rejection. The JEA Project Representative shall have the right to require the removal of Company's previously assigned personnel and Company shall promptly replace the same, subject to the JEA Representative's approval at no cost to JEA.

### **12.2. COMPANY'S LABOR RELATIONS**

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.

### **12.3. NONDISCRIMINATION**

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 agrees that on written request, it will allow JEA reasonable access to the Company's records of employment, employment advertisement, application forms and other pertinent data and records for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Contract; provided however, the Company shall not be required to produce, for inspection, records covering periods of time more than one year from the effective date 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:

the provisions of Presidential Order 11246, as amended, and the portions of Executive Orders 11701 and 11758 as applicable to Equal Employment Opportunity;  
the provisions of section 503 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act (ADA);  
and 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.

#### **12.4. LEGAL WORKFORCE**

All persons performing work on the Work Location must be United States Citizens or legally authorized to reside and work in the United States. Owner may request at any time during the Contract period the following, which shall be furnished to Owner within twenty-four (24) hours of request:

Proof of U.S. citizenship or other legal authorization to reside in U.S. for all persons performing work at the Work Location; and

Proof that the salaries for all persons performing work on the Work Location are at or above state and federal minimum wage requirements; and

Proof of eligibility of all persons performing work on the Work Location to legally work in the United States.

Additionally, to ensure all Company employees assigned to the Work are eligible to be legally employed in the United States, Company should register as a Federal Contractor on the E-Verify website, and within 30 days of the Effective Date of this Contract, verify the eligibility of all new employees. Failure of Company to perform this verification may be considered a breach of contract and Company will be liable for any fines or penalties assessed for the employment of illegal aliens.

The Company shall include the requirements of this clause, including this part, in each subcontract

#### **12.5. RIGHT TO AUDIT AND FINANCIAL REPORTING**

Upon JEA's requests, the Company agrees to allow JEA to audit its financial and operating records for the purpose of determining Invoice accuracy, or otherwise assessing compliance with the Contract Documents. The Company agrees to let JEA personnel, or their qualified representative access the records at Company's office, with three days written notice, for a reasonable period, not less than five days, in a workspace suitable for the audit provided by Company. All audit work will be done on Company premises, and no Company documentation will be removed from Company offices. The Company agrees to have knowledgeable personnel available to answer questions for the auditors during the time they are at the Company's offices and for a period of two weeks thereafter. The Company shall provide to JEA audited financial statements for the most recent fiscal year upon JEA's request.

### **13. REPRESENTATIONS & WARRANTIES**

#### **13.1. WARRANTY**

Warranty requirements are described in the Supplemental Conditions attached hereto.

#### **13.2. PERFORMANCE OF THE WORK**

Not Used.

### **14. MISCELLANEOUS PROVISIONS**

#### **14.1. AMBIGUOUS CONTRACT PROVISIONS**

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.

#### **14.2. CHOICE OF LAW**

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.

2/11/14



#### **14.3. PROHIBITION AGAINST CONTINGENT FEES**

Company warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Company, to solicit or secure the Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Company, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For the breach or violation of these provisions, JEA shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

#### **14.4. CUMULATIVE REMEDIES**

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.

#### **14.5. EXPANDED DEFINITIONS**

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, codes and practices.

#### **14.6. SURVIVAL**

Any provision of this Agreement that, but its nature, is applicable to circumstances arising after the termination or expiration of this Agreement shall survive such termination or expiration and remain in full force and effect.

#### **14.7. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by the COMPANY hereunder. No statement, representation, writing, understanding, or agreement made by either party, or any representative of either party, which are not expressed herein shall be binding. All changes to, additions to, modifications of, or amendment to this Agreement, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

#### **14.8. INDEPENDENT CONTRACTOR**

Company is performing the Services as an independent contractor and nothing in this Agreement will be deemed to constitute a partnership, joint venture, agency, or fiduciary relationship between JEA and COMPANY. Neither Company nor JEA will be or become liable or bound by any

#### **14.9. HEADINGS**

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.

#### **14.10. LANGUAGE AND MEASUREMENTS**

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.

#### **14.11. NONEXCLUSIVE**

Notwithstanding anything herein contained that may appear to be the contrary, this Contract is "non-exclusive" and JEA reserves the right, in its sole discretion, to retain other companies.

#### **14.12. REFERENCES**

*[Handwritten signature]*  
2/11/18

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.

#### **14.13. SEVERABILITY**

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.

#### **14.14. MEETINGS AND PUBLIC HEARINGS**

The COMPANY will, upon request by JEA, attend all meetings and public hearings as required, in any capacity, as directed by JEA.

#### **14.15. SUBCONTRACTING OR ASSIGNING OF CONTRACT**

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.

#### **14.16. TIME AND DATE**

Unless otherwise specified, references to time of day or date mean the local time or date in Jacksonville, Fla. 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.

#### **14.17. TIME OF ESSENCE**

For every requirement of this Contract, time is of the essence.

#### **14.18. WAIVER OF CLAIMS**

A delay or omission by JEA hereto to exercise any right or power under this Contract shall not be construed to be a waiver thereof. A waiver by JEA 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 Substantial Completion or Certificate of Contract Completion; any use or occupancy of the Work by JEA; nor any correction of faulty or defective work by JEA.

### **15. SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS**

#### **15.1. CONTRACT TERMS AND CONDITIONS**

The Supplemental conditions contained herein will be incorporated by reference into the executed Contract which will be signed by both JEA and the Company.

#### **15.2. INTRODUCTION**

These Supplemental Conditions amend or supplement the General Conditions of the Contract and other provisions of the Contract Documents as indicated below.

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### 15.3. REQUIRED INSURANCE

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 amounts stated below:

Schedule	Amount
Workers' Compensation Florida Statutory coverage and Employer's Liability (including appropriate Federal Acts)	Statutory Limits (Workers' Compensation) \$500,000 each accident (Employer's Liability)
Commercial General Liability Premises-Operations Products-Completed Operations Contractual Liability Independent Contractors Broad Form Property Damage Explosion, Collapse and Underground Hazards (XCU Coverage) as appropriate	\$1,000,000 each occurrence \$2,000,000 annual aggregate for bodily injury and property damage, combined single limit
Automobile Liability All autos-owned, hired, or non-owned	\$1,000,000 each combined single limit
<u>Professional Liability</u> Errors & Omissions	\$1,000,000 each claim \$2,000,000 annual aggregate
Excess or Umbrella Liability (This is additional coverage and limits above the following primary insurance: Employer's Liability, Commercial General Liability, and Automobile Liability)	\$2,000,000 each occurrence and annual aggregate

Company's Commercial General Liability, Professional Liability, and Excess or Umbrella Liability policies shall be effective for two years after Work is complete.

Company shall specify JEA as an additional insured for all coverages except Workers' Compensation, Employer's Liability, and Professional Liability. 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 all required insurance, except Professional

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Liability insurance, in favor of JEA.

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.

Company's and its subcontractors' 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 cancellation, including expiration and non-renewal, shall be effective until 30 days after written notice is sent to JEA.

Any subcontractors of Company shall procure and maintain the insurance required of Company hereunder during the life of the subcontracts. Company shall submit subcontractors' Certificates of Insurance to JEA prior to allowing subcontractors to perform Work on JEA's job sites.

#### **15.4. INDEMNIFICATION**

For ten dollars (\$10.00) acknowledged to be included and paid for in the contract price and other good and valuable considerations, the Company shall hold harmless, and indemnify, JEA 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 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. For purposes of this Indemnification, the term "JEA" shall mean JEA as a body politic and corporate and shall include its governing board, officers, employees, agents, successors and assigns. This indemnification shall survive the term of this Contract, for events that occurred during the Contract term. This indemnification shall be separate and apart from, and in addition to, any other indemnification provisions set forth elsewhere in this Contract. It is the intent of the parties that this indemnification shall be in accord with Section 725.08, Florida Statutes.

#### **15.6. LIMITATION OF LIABILITY**

Neither the Company nor JEA shall be liable for any indirect, special or consequential damages, under any theory of relief, including without limitation, breach of warranty, breach of contract, tort (including negligence), strict liability, or otherwise, arising out of or related to the Company's or JEA's acts or omissions.

Company's liability to JEA for direct damages under this Contract shall not exceed the contract price. This limitation of liability specifically excludes injury to third parties and third party property and there shall be no limitation of liability with respect to same.

This limitation of liability is in no way to be construed as a waiver by JEA of its sovereign immunity accorded by the Florida Constitution as codified in § 768.28, Fla. Stat.

#### **15.5. PAYMENT METHOD**

##### **15.5.1. PAYMENT METHOD – MILESTONE**

Upon Company's completion of and JEA's Acceptance of the completion of each predetermined Milestone, Company shall submit to JEA an Invoice for the amount/percentage corresponding to that Milestone.

The Milestone payment schedule associated with the Work or Services is described in Company's proposal.

#### **15.6. TERM**

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**15.6.1. TERM OF CONTRACT – THROUGH COMPLETION OF WORK**

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.

**16. WARRANTY**

The Company represents and warrants that it has the full corporate right, power and authority to enter into the Contract and to perform the Work, 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 represents and warrants 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...

The Company represents and warrants that it has the responsibility and 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 represents and warrants that its employees and Subcontractors shall exercise the degree of skill and care required by customarily accepted good practices and procedures.

The Company warrants all Work for a period of one year following Acceptance of the Work. If any failure to meet the foregoing warranty appears within one year after Work is Accepted, the Company shall again perform the Work directly affected by such failure at the Company's sole expense.

The Company warrants that all items provided under the Contract shall be free from Defect in accordance with the requirements of this Contract, and services shall be performed in a professional manner and with professional diligence and skill, consistent with the prevailing standards of the industry.

The obligations and representations contained in this "Warranty" clause are Company's sole warranty and guarantee obligations and JEA's exclusive remedy in respect of quality of the Work. EXCEPT AS PROVIDED IN THIS ARTICLE, COMPANY MAKES NO OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO COMPANY'S SERVICES AND COMPANY DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This clause governs, modifies, and supersedes any other terms in this Contract which may be construed to address warranties or guarantees or the quality of the Work.

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**EXHIBIT B**  
**COMPANY's SCOPE OF WORK & PRICING**

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## Schedule of Hourly Professional Service Billing Rates

<u>Position Classification</u>	<u>Classification Level</u>	<u>Hourly Billing Rate</u>
General Office *	5	\$66.00
Technician *	6	\$82.00
Assistant *	7	\$96.00
	8	\$132.00
	9	\$157.00
Staff *	10	\$181.00
	11	\$197.00
Senior	12	\$219.00
	13	\$245.00
Associate	14	\$253.00
	15	\$259.00
	16	\$265.00
	17	\$271.00

### NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. For any nonexempt personnel in positions marked with an asterisk (\*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
3. Project time spent by corporate officers will be billed at the Level 17 rate plus 25 percent.
4. For outside expense incurred by Burns & McDonnell, such as authorized travel and subsistence the client shall pay the direct cost. For services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 5%.
5. A technology charge of \$9.95 per labor hour will be billed for normal computer usage, computer aided drafting (CAD) long distance telephone, fax, photocopy and mail services. Specialty items (such as web and video conferencing) are not included in the technology charge.
6. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due within 30 days of the invoice receipt
7. The services of contract/agency personnel shall be billed to Owner according to the rate sheet as if such contract/agency personnel is a direct employee of Burns & McDonnell.
8. The rates shown above are effective for services through December 31, 2019, and are subject to revision thereafter.

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## Formal Bid and Award System

Award #7 March 30, 2023

**Type of Award Request:** RENEWAL  
**Requestor Name:** Ventura, Mildred - Contract Specialist  
**Requestor Phone:** (904) 665-5201  
**Project Title:** Facilities Landscaping Maintenance-Sheltered  
**Project Number:** 30801  
**Project Location:** JEA  
**Funds:** O&M  
**Budget Estimate:** \$631,070.82

### Scope of Work:

It is the intent of this solicitation to secure economical pricing for basic landscape maintenance and chemical spraying for all JEA facilities. These services must be performed in a safe manner, and the results must be aesthetically pleasing as these facilities represent JEA to our customers. The specifications also ensure that the Contractor performs these maintenance activities with skilled personnel in a safe and professional manner adhering to all JEA, City, County and State regulations and requirements. Work will be performed at approximately 942 JEA facilities located in Duval, Nassau, St. Johns and Clay Counties in Florida as listed in Appendix B - Response Workbook. These locations include exteriors of buildings, lots, lift stations, electric substations, wells, water treatment plants, wastewater treatment plants, communication towers, road access, fences, area around electric power lines, highways and trails.

**JEA IFB/RFP/State/City/GSA#:** 028-19  
**Purchasing Agent:** Selders, Elaine Lynn  
**Is this a Ratification?:** NO

### RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Amount
ADVANCED TECHNOLOGY MANAGEMENT, INC.	Young Kim	atm@atminfor.com	4942 Stepp Ave, Jacksonville FL 32216	\$631,070.82

**Amount of Original Award:** \$1,335,841.14  
**Date of Original Award:** 04/11/2019  
**Renewal Amount:** \$631,070.82  
**Award Amount for remainder of this FY:** \$325,620.75

### List of Previous Change Order/Amendments:

CPA #	Amount	Date
181535	\$133,584.11	01/31/2022

**New Not-To-Exceed Amount:** \$2,100,496.07

<b>Length of Contract/PO Term:</b>	Three (3) Years w/Two (2) – 1 Yr. Renewals
<b>Begin Date (mm/dd/yyyy):</b>	04/18/2019
<b>End Date (mm/dd/yyyy):</b>	04/17/2024
<b>Renewal Options:</b>	None
<b>JSEB Requirement:</b>	N/A - Optional

**Background/Recommendations:**

Competitively bid and awarded to Advanced Technology Management Inc. on 04/11/2019. The original award is attached as backup.

The first one (1) year renewal was completed administratively on 01/31/2022 to extend the contract to 03/31/2023. An administrative increase was also completed to add \$133,584.11, for a new not-to-exceed amount of \$1,469,425.25. Advanced Technology Management Inc. agreed to renew the contract at the same rates.

This request is to utilize the second one (1) year renewal option from 03/31/2023 to 04/17/2024. A correction to the end date on the original award will be made on the contract amendment to change the term end date to 04/17/2024 to account for the entire five (5) year. Advanced Technology Management Inc. has provided satisfactory service and agreed to renew the contract, but requested a rate increase due to increased costs associated with fuel and labor. JEA agreed to an approximate seven percent (7%) increase based on the annual average increase from the CPI inflation report. The award amount is based on the approximate monthly average of \$52,589.24 for these services and includes the addition of 80 sites.

Request approval to award a contract increase to Advanced Technology Management Inc. in the amount of \$631,070.82, for a new not-to-exceed amount of \$2,100,496.07, subject to the availability of lawfully appropriated funds.

**Manager:** Kelly, Joseph L - Manager Facilities Maintenance & Operations  
**Director:** Brunell, Baley L. – Dir. Facilities & Fleet Services  
**VP:** McElroy, Alan D. - VP Supply Chain & Operations Support

**APPROVALS:**

<u>Stephen Datz</u>	<u>3/30/2023</u>
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<b>Chairman, Awards Committee</b>	<b>Date</b>
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<u>Stephanie M Healy</u>	<u>3/30/2023</u>
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<b>Budget Representative</b>	<b>Date</b>
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## Formal Bid and Award System

CPA 181535

Award #3 April 11, 2019

**Type of Award Request:** INVITATION TO NEGOTIATE (ITN)  
**Request #:** 6442  
**Requestor Name:** Dunning, Shawn T. - Facilities Inspector  
**Requestor Phone:** (904) 665-6184  
**Project Title:** Facilities Landscaping Maintenance-Sheltered  
**Project Number:** 30801  
**Project Location:** JEA  
**Funds:** O&M  
**Budget Estimate:** \$2,685,425.13 (Forecasted)

**Scope of Work:**

It is the intent of this solicitation to secure economical pricing for basic landscape maintenance and chemical spraying for all JEA facilities. These services must be performed in a safe manner, and the results must be aesthetically pleasing as these facilities represent JEA to the rate-paying public. The specifications also ensure that the Contractor performs these maintenance activities with skilled personnel in a safe and professional manner adhering to all JEA, City, County and State regulations and requirements. Work will be performed at approximately 942 JEA facilities located in Duval, Nassau, St. Johns and Clay Counties in Florida as listed in Appendix B - Response Workbook. These locations include exteriors of buildings, lots, lift stations, electric substations, wells, water treatment plants, waste water treatment plants, communication towers, road access, fences, area around electric power lines, highways and trails.

This award will impact the following Measures of Value:

- Community Impact Value: This contract will maintain and provide an aesthetically pleasing landscape at JEA facilities.

**JEA IFB/RFP/State/City/GSA#:** 028-19  
**Purchasing Agent:** Selders, Elaine L.  
**Is this a Ratification?:** NO

**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
ADVANCED TECHNOLOGY MANAGEMENT, INC.	Young Kim	atm@atminfor.com	4942 Stepp Ave, Jacksonville FL 32216	(904) 398-9600	\$1,335,841.14
EAGLE LAWN CARE OF N.E. FLORIDA, INC.	Brenda Williams	info@eaglelawncarenefl.com	11828 New Kings Rd #109, Jacksonville FL 32219	(904) 879-2518	\$1,349,583.99

Amount for entire term of Contract/PO:

\$2,685,425.13

CPA 181535



**Award Amount for remainder of this FY:** \$267,641.61  
**Length of Contract/PO Term:** Three (3) Years w/Two (2) - One (1) Yr. Renewals  
**Begin Date (mm/dd/yyyy):** 04/18/2019  
**End Date (mm/dd/yyyy):** 03/31/2022  
**Renewal Options:** YES - Two (2) - One (1) Yr. Renewals  
**JSEB Requirement:** JSEB Sheltered Market  
**Comments on JSEB Requirements:**  
 Advanced Technology Management Inc. and Eagle Lawn Care of N.E. Florida, Inc. are JSEB vendors.

**RESPONDENTS:**

DISTRICT	ADVANCED TECHNOLOGY MANAGEMENT, INC.	EAGLE LAWN CARE OF N.E. FLORIDA, INC.	J & D MAINTENANCE AND SERVICES	A SANCTUARY HOUSE OF N. FL INC
1A First Round	No Bid	\$160,426.92	\$ 203,124.00	\$246,600.00
1A BAFO	N/A	<u>\$160,426.92</u>	\$ 203,124.00	N/A
1B First Round	No Bid	\$ 71,519.70	\$ 84,636.00	\$132,540.00
1B BAFO	N/A	<u>\$ 71,519.70</u>	\$ 84,636.00	N/A
4A First Round	\$ 59,037.30	\$ 75,307.68	\$ 93,868.20	\$150,660.00
4A BAFO	<u>\$ 59,037.30</u>	\$ 75,307.68	\$ 93,868.20	N/A
4B First Round	\$ 77,159.10	\$ 92,977.50	\$ 115,780.20	\$191,580.00
4B BAFO	<u>\$ 77,159.10</u>	\$ 92,977.50	\$ 115,780.20	N/A
5A First Round	\$ 168,324.00	\$110,750.16	\$ 143,732.52	\$220,320.00
5A BAFO	\$ 164,514.00	<u>\$110,750.16</u>	\$ 134,063.52	N/A
5B First Round	\$ 109,412.70	\$115,209.00	\$ 135,456.00	\$220,320.00
5B BAFO	<u>\$ 109,412.70</u>	\$115,209.00	\$ 135,054.00	N/A
St. Johns First Round	\$ 159,311.40	\$194,250.00	\$ 194,220.36	\$299,640.00
St. Johns BAFO	<u>\$ 159,311.40</u>	\$194,250.00	\$ 194,220.36	N/A
Nassau First Round	No Bid	\$ 73,769.76	\$ 106,460.40	\$200,760.00
Nassau BAFO	N/A	<u>\$ 73,769.76</u>	\$ 106,460.40	N/A

**Background/Recommendations:**

Advertised on 12/03/2018. Eight (8) prime contractors attended the optional pre-response meeting held on 12/17/2018. At response opening on 01/15/2019, JEA received four (4) Responses. Advanced Technology Management Inc. and Eagle Lawn Care of N.E. Florida, Inc. are the highest ranked respondents. Advanced Technology Management Inc. shall be awarded districts 4A, 4B, 5B and St. Johns County, and Eagle Lawn Care of N.E. Florida, Inc. shall be awarded districts 1A, 1B, 5A and Nassau County. A copy of the response forms are attached as backup.

When comparing the price between the current contract and the new contract, it resulted in a 7.2% savings, or \$89,910.09, for the three (3) year term by combining chemical spraying with cuts. The award amount of \$2,685,425.13 is within the forecasted budget estimate, which accounts for an eight percent (8%) increase in the number of maintained sites (year over year), and a fifty percent (50%) increase in the number of cuts per year. The previous contract only allowed for fifteen (15) cuts per year per site, which created a number of defects so the decision was made to return to the old cut schedule. However, due to budget constraints, the number of cuts will not be increased until FY20. The unit prices are fixed for the term of the contract.

Procurement tracks two different types of savings. The total cost difference is comparing the current pricing with the proposed pricing (+/-). The total sourcing savings is determined by negotiations, BAFO savings and value added savings. Below is the result for this award:

Total cost difference: \$89,910.09 (Calculated by comparing the average cost per site in 2016 for cuts/sprays to the cost of 2019 normalizing the cuts to match 2016.)

028-19 – Request approval to award a contract to Advanced Technology Management Inc. (\$1,335,841.14) and Eagle Lawn Care of N.E. Florida, Inc. (\$1,349,583.99) for landscape maintenance and chemical spraying for a total not-to-exceed amount of \$2,685,425.13, subject to the availability of lawfully appropriated funds.

**Manager:** Crane, Christopher T. - Manager, Facilities Operations  
**Director:** McElroy, Alan D. - Dir, Operations Support Services  
**VP:** McCarthy, John P. - Dir, Supply Chain Management

**APPROVALS:**

	4/11/19
<b>Chairman, Awards Committee</b>	<b>Date</b>
	4/11/19
<b>Manager, Capital Budget Planning</b>	<b>Date</b>



## Formal Bid and Award System

Award #8 March 30, 2023

**Type of Award Request:** REQUEST FOR PROPOSALS (RFP)  
**Request #:** 707  
**Requestor Name:** Ventura, Mildred - Contract Specialist  
**Requestor Phone:** (904) 665-5201  
**Project Title:** Facilities Landscaping Maintenance-Sheltered  
**Project Number:** 30801  
**Project Location:** JEA  
**Funds:** O&M  
**Business Unit Estimate:** \$515,000.00

### Scope of Work:

The purpose of this Request for Proposals (RFP) is to evaluate and select a vendor that can provide economical pricing for basic landscape maintenance and chemical spraying for the included JEA facilities. These services shall be performed in a safe manner, and the results must be aesthetically pleasing as these facilities represent JEA to our customers. The specifications require that the Company performs these maintenance activities with skilled personnel in a safe and professional manner adhering to all JEA, City, County and State regulations and requirements. Work will be performed at approximately 446 JEA facilities located in Duval and Nassau County, in Florida as listed in Appendix B - Proposal Workbook. These locations include exteriors of buildings, lots, lift stations, electric substations, wells, ditches, water treatment plants, communication towers, road access, fences, areas around electric power lines, highways, exterior of generating plants, and trails.

**JEA IFB/RFP/State/City/GSA#:** 1411059446  
**Purchasing Agent:** Selders, Elaine L.  
**Is this a Ratification?:** NO

### RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
EAGLE LAWN CARE OF N.E. FLORIDA, INC.	Brenda Williams	info@eaglelawncarenefl.com	11828 New Kings Rd #109, Jacksonville, FL 32219	(904) 879-2518	\$302,922.00
FREEDOM LANDSCAPE AND LAWN MAINTENANCE INC.	Zakee Furqan	Zakee0126@gmail.com	7232 Smyrna St, Jacksonville, FL 32208	(904) 993-7239	\$283,546.20

**Amount for entire term of Contract/PO:** \$586,468.20  
**Award Amount for remainder of this FY:** \$393,829.54  
**Length of Contract/PO Term:** One (1) Year w/Two (2) – One (1) Yr. Renewals  
**Begin Date (mm/dd/yyyy):** 04/18/2023  
**End Date (mm/dd/yyyy):** 04/17/2024  
**Renewal Options:** YES - Two (2) - One (1) Yr. Renewals



**JSEB Requirement:**

JSEB Sheltered Market

**Comments on JSEB Requirements:**

Eagle Lawn Care of N.E. Florida, Inc. and Freedom Landscape and Lawn Maintenance Inc. are JSEB vendors.

**RESPONDENTS:**

DISTRICT	EAGLE LAWN CARE OF N.E. FLORIDA, INC.	FREEDOM LANDSCAPE AND LAWN MAINTENANCE INC.	A SANCTUARY HOUSE OF N. FL INC	RZ SERVICE GROUP LLC
District 1A	\$357,630.00	<u>\$179,454.00</u>	\$329,355.36	\$256,200.00
District 1B	\$116,016 .00	<u>\$104,092.20</u>	\$132,556.80	\$139,080.00
District 5A	<u>\$169,350.00</u>	\$180,262.50	\$186,446.40	\$261,690.00
District 2N Nassau Cty	<u>\$133,572.00</u>	\$189,960.00	\$202,080.00	\$157,380.00

**Background/Recommendations:**

Advertised on 02/03/2023. Four (4) prime contractors attended the optional pre-response meeting held on 02/13/2023. At proposal opening on 02/28/2023, JEA received four (4) Proposals. Eagle Lawn Care of N.E. Florida, Inc. and Freedom Landscape and Lawn Maintenance Inc. are the highest ranked respondents. Eagle Lawn Care of N.E. Florida, Inc. shall be awarded districts 5A and 2N Nassau County, and Freedom Landscape and Lawn Maintenance Inc. shall be awarded districts 1A and 1B. A copy of the response forms and evaluation results are attached as backup.

The award amount of \$586,468.20 is approximately fourteen percent (14%) higher than the business unit estimate which was based on the actual expenditures under the current term, and included a projected rate increase and pricing for added sites. When compared to the current contract there was an approximate 9% increase in the number of sites and an approximately thirty-four percent (34%) increase in rates. Funding for the FY23 variance has been identified and communicated to Finance.

1411059446 – Request approval to award a contract to Eagle Lawn Care of N.E. Florida, Inc. (\$302,922.00) and Freedom Landscape and Lawn Maintenance Inc. (\$283,546.20) for landscape maintenance and chemical spraying for a total not-to-exceed amount of \$586,468.20, subject to the availability of lawfully appropriated funds.

**Manager:** Kelly, Joseph L - Manager Facilities Maintenance & Operations

**Director:** Brunell, Baley L. – Dir. Facilities & Fleet Services

**VP:** McElroy, Alan D. - VP Supply Chain & Operations Support

**APPROVALS:**

Stephen Datz 3/30/2023

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

Stephanie M Healy 3/30/2023

**Budget Representative** **Date**

1411059446 APPENDIX B –PROPOSAL FORM  
FACILITIES LANDSCAPE MAINTENANCE – SHELTERED

**RESPONDENT INFORMATION:**

RESPONDENT NAME: Eagle Lawn Care of NE Florida, Inc.

BUSINESS ADDRESS: 11828 New Kings Road, Suite 109

CITY, STATE, ZIP CODE: Jacksonville FL 32219

TELEPHONE: 904-879-2518 904-813-9727

FAX: 904-879-2518

EMAIL OF CONTACT: info@eaglelawncarenefl.com

WEBSITE: www.eaglelawncarenefl.com

**1.4.1. QUOTATION OF RATES**

**Maximum points for this criterion: 40 points**

Respondent shall provide pricing for the Contract by completing the enclosed **Appendix B - Proposal Workbook and Proposal Form**. The rates provided shall be all-inclusive and shall include all profit, taxes, benefits, travel, and all other overhead items. Transfer totals from Proposal Workbook.

Description of Services	Total Proposal Price
District 1A Total Response Price	357,630.00
District 1B Total Response Price	116,016.00
District 5A Total Response Price	169,350.00
District 2N Nassau County Total Response Price	133,572.00

**1.4.2. PROFESSIONAL EXPERIENCE AND AVAILABILITY OF PROPOSER'S STAFF**

**Maximum points for this criterion: 20 points**

Respondent shall provide one (1) resume of for the Account Manager available to work on the JEA engagement. At minimum, the resume shall present the employee's name, title, years of service with the company, applicable professional registrations, education and work experience. The Respondent shall also submit a verifiable local business address for this person, their availability and their expected average response time to JEA.

Proposer may provide this information in its own format to be attached to Appendix B - Proposal Form.

**1.4.3. QUALITY METRICS**

**Maximum points for this criterion: 20 points**

Respondent shall submit a written "Quality Plan" addressing, at a minimum, the following elements for JEA:

1.) Coverage, Adequacy and Frequency of Inspection

1.1 How will Respondent determine if the specified Service Levels are being met across all sites?

1.2 What will be inspected?

1.3 Who will complete the inspections?

1411059446 APPENDIX B –PROPOSAL FORM  
FACILITIES LANDSCAPE MAINTENANCE – SHELTERED

1.4 What will be the frequency of inspections?

1.5 What will be the coverage (Frequency of all sites receiving inspections)?

2.) Frequency and Delivery of Metric Reporting

2.1 What Quality Metrics will be tracked?

2.2 How often will reporting be provided to JEA?

2.3 How will the data be made available to JEA?

2.4 How will the reporting be delivered? Electronically or via hard copy?

3.) Follow Up Action Plan for Failed Inspections

3.1 Please propose a “Follow Up Action Plan” for any failed inspections.

Proposer may provide this information in its own format to be attached to Appendix B – Proposal Form.

**1.4.4. DESIGN APPROACH AND WORKPLAN**

**Maximum points for this criterion: 20 points**

Proposer shall provide an explanation of how it typically manages its projects to meet the specification requirements included in Appendix A and include the following: and quality control objectives.

Proposer shall provide an explanation of how it typically manages its projects to meet the specification requirements included in Appendix A and include the following: and quality control objectives.

- Describe how your Company intends to meet the specification requirements detailed in Appendix A – Technical Specifications.
  - Please specify how you will schedule and supervise your team to provide the services across the large service territory and include how you will train your employees.
  - Describe how you will communicate with the Contract Administrator to notify them of completed work and provide daily Cut Sheets and Task Lists.
  - Provide a basic workplan detailing how you will perform all of the regularly scheduled activities starting on page 6 of the technical specifications.

Proposer may provide this information in its own format to be attached to Appendix B – Proposal Form.

**Respondent's Certification**

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

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

1411059446 APPENDIX B –PROPOSAL FORM  
FACILITIES LANDSCAPE MAINTENANCE – SHELTERED

Please initial below:

BW (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".

We have received addenda 1 through 2

Bulla  
Signature of Authorize Officer of Respondent or Agent

2/27/2023

Date

Brenda Williams

Printed Name & Title

904-813-9727

Phone Number



1411059446 APPENDIX B –PROPOSAL FORM  
FACILITIES LANDSCAPE MAINTENANCE – SHELTERED

**RESPONDENT INFORMATION:**

RESPONDENT NAME: FREEDOM LANDSCAPE & LAWN MAINTENANCE, INC.

BUSINESS ADDRESS: 7232 SMYRNA STREET

CITY, STATE, ZIP CODE: JACKSONVILLE, FL 32208

TELEPHONE: 904-343-9714

FAX: \_\_\_\_\_

EMAIL OF CONTACT: zakee0126@gmail.com

WEBSITE: \_\_\_\_\_

**1.4.1. QUOTATION OF RATES**

**Maximum points for this criterion: 40 points**

Respondent shall provide pricing for the Contract by completing the enclosed **Appendix B - Proposal Workbook and Proposal Form**. The rates provided shall be all-inclusive and shall include all profit, taxes, benefits, travel, and all other overhead items. Transfer totals from Proposal Workbook.

Description of Services	Total Proposal Price
District 1A Total Response Price	\$179,454.00
District 1B Total Response Price	\$104,092.20
District 5A Total Response Price	\$180,262.50
District 2N Nassau County Total Response Price	\$189,960.00

**1.4.2. PROFESSIONAL EXPERIENCE AND AVAILABILITY OF PROPOSER'S STAFF**

**Maximum points for this criterion: 20 points**

Respondent shall provide one (1) resume of for the Account Manager available to work on the JEA engagement. At minimum, the resume shall present the employee's name, title, years of service with the company, applicable professional registrations, education and work experience. The Respondent shall also submit a verifiable local business address for this person, their availability and their expected average response time to JEA.

Proposer may provide this information in its own format to be attached to Appendix B - Proposal Form.

**1.4.3. QUALITY METRICS**

**Maximum points for this criterion: 20 points**

Respondent shall submit a written "Quality Plan" addressing, at a minimum, the following elements for JEA:

1.) Coverage, Adequacy and Frequency of Inspection

- 1.1 How will Respondent determine if the specified Service Levels are being met across all sites?
- 1.2 What will be inspected?
- 1.3 Who will complete the inspections?

1411059446 APPENDIX B –PROPOSAL FORM  
FACILITIES LANDSCAPE MAINTENANCE – SHELTERED

- 1.4 What will be the frequency of inspections?
- 1.5 What will be the coverage (Frequency of all sites receiving inspections)?

2.) Frequency and Delivery of Metric Reporting

- 2.1 What Quality Metrics will be tracked?
- 2.2 How often will reporting be provided to JEA?
- 2.3 How will the data be made available to JEA?
- 2.4 How will the reporting be delivered? Electronically or via hard copy?

3.) Follow Up Action Plan for Failed Inspections

- 3.1 Please propose a “Follow Up Action Plan” for any failed inspections.

Proposer may provide this information in its own format to be attached to Appendix B – Proposal Form.

**1.4.4. DESIGN APPROACH AND WORKPLAN**

**Maximum points for this criterion: 20 points**

Proposer shall provide an explanation of how it typically manages its projects to meet the specification requirements included in Appendix A and include the following: and quality control objectives.

Proposer shall provide an explanation of how it typically manages its projects to meet the specification requirements included in Appendix A and include the following: and quality control objectives.

- Describe how your Company intends to meet the specification requirements detailed in Appendix A – Technical Specifications.
  - Please specify how you will schedule and supervise your team to provide the services across the large service territory and include how you will train your employees.
  - Describe how you will communicate with the Contract Administrator to notify them of completed work and provide daily Cut Sheets and Task Lists.
  - Provide a basic workplan detailing how you will perform all of the regularly scheduled activities starting on page 6 of the technical specifications.

Proposer may provide this information in its own format to be attached to Appendix B – Proposal Form.

**Respondent's Certification**

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

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

1411059446 APPENDIX B –PROPOSAL FORM  
FACILITIES LANDSCAPE MAINTENANCE – SHELTERED

Please initial below:

  x   (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”.

We have received addenda   1   through   2  

  Zakee Furqan    
Signature of Authorize Officer of Respondent or Agent

  ZAKEE FURQAN    
Printed Name & Title

  2-27-2023    
Date

  904-343-9714    
Phone Number



**1411059446 Facilities Landscaping Maintenance - Sheltered Market - District 1A**

Vendor Rankings	H. Thurman	J. Kelly	B. Parks	Σ Rank	Rank	Bid Amount
A Sanctuary House	54.79	51.79	49.79	156	4	\$329,355.36
Eagle Lawn Care	74.07	60.07	70.07	204	2	\$357,630.00
Freedom Landscaping	91	85	90	266	1	\$179,454.00
RZ Service Group	62.02	52.02	46.02	160	3	\$256,200.00

H. Thurman	Quotation of Rates (40 Points)	Experience and Availability (20 Points)	Quality Metrics (20 Points)	Design Approach (20 Points)	Total	Rank
A Sanctuary House	21.79	12	15	6	54.79	4
Eagle Lawn Care	20.07	20	15	19	74.07	2
Freedom Landscaping	40	20	16	15	91	1
RZ Service Group	28.02	16	12	6	62.02	3

J. Kelly	Quotation of Rates (40 Points)	Experience and Availability (20 Points)	Quality Metrics (20 Points)	Design Approach (20 Points)	Total	Rank
A Sanctuary House	21.79	20	10	0	51.79	4
Eagle Lawn Care	20.07	20	9	11	60.07	2
Freedom Landscaping	40	20	11	14	85	1
RZ Service Group	28.02	14	8	2	52.02	3

B. Parks	Quotation of Rates (40 Points)	Experience and Availability (20 Points)	Quality Metrics (20 Points)	Design Approach (20 Points)	Total	Rank
A Sanctuary House	21.79	20	7	1	49.79	3
Eagle Lawn Care	20.07	20	12	18	70.07	2
Freedom Landscaping	40	20	14	16	90	1
RZ Service Group	28.02	10	8	0	46.02	4

Overall Averages	Quotation of Rates (40 Points)	Experience and Availability (20 Points)	Quality Metrics (20 Points)	Design Approach (20 Points)	Total
A Sanctuary House	21.79	17.33	10.67	2.33	52.12
Eagle Lawn Care	20.07	20.00	12.00	16.00	68.07
Freedom Landscaping	40.00	20.00	13.67	15.00	88.67
RZ Service Group	28.02	13.33	9.33	2.67	53.35

**1411059446 Facilities Landscaping Maintenance - Sheltered Market - District 1B**

Vendor Rankings	H. Thurman	J. Kelly	B. Parks	Σ Rank	Rank	Bid Amount
A Sanctuary House	64.41	61.41	59.41	185	<b>3</b>	\$132,556.80
Eagle Lawn Care	89.89	75.89	85.89	252	<b>2</b>	\$116,016.00
Freedom Landscaping	91	85	90	266	<b>1</b>	\$104,092.20
RZ Service Group	63.94	53.94	47.94	166	<b>4</b>	\$139,080.00

H. Thurman	Quotation of Rates (40 Points)	Experience and Availability (20 Points)	Quality Metrics (20 Points)	Design Approach (20 Points)	Total	Rank
A Sanctuary House	31.41	12	15	6	64.41	3
Eagle Lawn Care	35.89	20	15	19	89.89	2
Freedom Landscaping	40	20	16	15	91	1
RZ Service Group	29.94	16	12	6	63.94	4

J. Kelly	Quotation of Rates (40 Points)	Experience and Availability (20 Points)	Quality Metrics (20 Points)	Design Approach (20 Points)	Total	Rank
A Sanctuary House	31.41	20	10	0	61.41	3
Eagle Lawn Care	35.89	20	9	11	75.89	2
Freedom Landscaping	40	20	11	14	85	1
RZ Service Group	29.94	14	8	2	53.94	4

B. Parks	Quotation of Rates (40 Points)	Experience and Availability (20 Points)	Quality Metrics (20 Points)	Design Approach (20 Points)	Total	Rank
A Sanctuary House	31.41	20	7	1	59.41	3
Eagle Lawn Care	35.89	20	12	18	85.89	2
Freedom Landscaping	40	20	14	16	90	1
RZ Service Group	29.94	10	8	0	47.94	4

Overall Averages	Quotation of Rates (40 Points)	Experience and Availability (20 Points)	Quality Metrics (20 Points)	Design Approach (20 Points)	Total
A Sanctuary House	31.41	17.33	10.67	2.33	61.74
Eagle Lawn Care	35.89	20.00	12.00	16.00	83.89
Freedom Landscaping	40.00	20.00	13.67	15.00	88.67
RZ Service Group	29.94	13.33	9.33	2.67	55.27

**1411059446 Facilities Landscaping Maintenance - Sheltered Market - District 5A**

Vendor Rankings	H. Thurman	J. Kelly	B. Parks	Σ Rank	Rank	Bid Amount
A Sanctuary House	69.33	66.33	64.33	200	<b>3</b>	\$186,446.40
Eagle Lawn Care	94	80	90	264	<b>1</b>	\$169,350.00
Freedom Landscaping	88.58	82.58	87.58	259	<b>2</b>	\$180,262.50
RZ Service Group	59.89	49.89	43.89	154	<b>4</b>	\$261,690.00

H. Thurman	Quotation of Rates (40 Points)	Experience and Availability (20 Points)	Quality Metrics (20 Points)	Design Approach (20 Points)	Total	Rank
A Sanctuary House	36.33	12	15	6	69.33	3
Eagle Lawn Care	40	20	15	19	94	1
Freedom Landscaping	37.58	20	16	15	88.58	2
RZ Service Group	25.89	16	12	6	59.89	4

J. Kelly	Quotation of Rates (40 Points)	Experience and Availability (20 Points)	Quality Metrics (20 Points)	Design Approach (20 Points)	Total	Rank
A Sanctuary House	36.33	20	10	0	66.33	3
Eagle Lawn Care	40	20	9	11	80	2
Freedom Landscaping	37.58	20	11	14	82.58	1
RZ Service Group	25.89	14	8	2	49.89	4

B. Parks	Quotation of Rates (40 Points)	Experience and Availability (20 Points)	Quality Metrics (20 Points)	Design Approach (20 Points)	Total	Rank
A Sanctuary House	36.33	20	7	1	64.33	3
Eagle Lawn Care	40	20	12	18	90	1
Freedom Landscaping	37.58	20	14	16	87.58	2
RZ Service Group	25.89	10	8	0	43.89	4

Overall Averages	Quotation of Rates (40 Points)	Experience and Availability (20 Points)	Quality Metrics (20 Points)	Design Approach (20 Points)	Total
A Sanctuary House	36.33	17.33	10.67	2.33	66.66
Eagle Lawn Care	40.00	20.00	12.00	16.00	88.00
Freedom Landscaping	37.58	20.00	13.67	15.00	86.25
RZ Service Group	25.89	13.33	9.33	2.67	51.22

**1411059446 Facilities Landscaping Maintenance - Sheltered Market - Nassau**

Vendor Rankings	H. Thurman	J. Kelly	B. Parks	Σ Rank	Rank	Bid Amount
A Sanctuary House	59.44	56.44	54.44	170	4	\$202,080.00
Eagle Lawn Care	94	80	90	264	1	\$133,572.00
Freedom Landscaping	79.13	73.13	78.13	230	2	\$189,960.00
RZ Service Group	67.95	57.95	51.95	178	3	\$157,380.00

H. Thurman	Quotation of Rates (40 Points)	Experience and Availability (20 Points)	Quality Metrics (20 Points)	Design Approach (20 Points)	Total	Rank
A Sanctuary House	26.44	12	15	6	59.44	4
Eagle Lawn Care	40	20	15	19	94	1
Freedom Landscaping	28.13	20	16	15	79.13	2
RZ Service Group	33.95	16	12	6	67.95	3

J. Kelly	Quotation of Rates (40 Points)	Experience and Availability (20 Points)	Quality Metrics (20 Points)	Design Approach (20 Points)	Total	Rank
A Sanctuary House	26.44	20	10	0	56.44	4
Eagle Lawn Care	40	20	9	11	80	1
Freedom Landscaping	28.13	20	11	14	73.13	2
RZ Service Group	33.95	14	8	2	57.95	3

B. Parks	Quotation of Rates (40 Points)	Experience and Availability (20 Points)	Quality Metrics (20 Points)	Design Approach (20 Points)	Total	Rank
A Sanctuary House	26.44	20	7	1	54.44	3
Eagle Lawn Care	40	20	12	18	90	1
Freedom Landscaping	28.13	20	14	16	78.13	2
RZ Service Group	33.95	10	8	0	51.95	4

Overall Averages	Quotation of Rates (40 Points)	Experience and Availability (20 Points)	Quality Metrics (20 Points)	Design Approach (20 Points)	Total
A Sanctuary House	26.44	17.33	10.67	2.33	56.77
Eagle Lawn Care	40.00	20.00	12.00	16.00	88.00
Freedom Landscaping	28.13	20.00	13.67	15.00	76.80
RZ Service Group	33.95	13.33	9.33	2.67	59.28