

# Welcome to the

## Awards Meeting

**August 08, 2024, 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) 776-1911** or by email at **[cruza@jea.com](mailto:cruza@jea.com)** if you experience any technical difficulties during the meeting.

JEA Awards Agenda August 08, 2024 225 North Pearl St., Jacksonville, FL 32202 - Hydrangea Room 1st Floor <a href="#">Teams Meeting Info</a>											
Consent Agenda											
The Chief Procurement Officer offers the following items for the JEA Awards Consent Agenda. Any item may be moved from the Consent Agenda to the Regular Agenda by a committee member asking that the item be considered separately. <b>All items on the Consent agenda have been approved by OGC, Budget and the Business Unit Vice President and Chief.</b> The posting of this agenda serves as an official notice of JEA's intended decision for all recommended actions for <b>Formal Purchases</b> as defined by <b>Section 3-101 of the JEA Procurement Code</b> . Please refer to JEA's Procurement Code, if you wish to protest any of these items.											
Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term (Projected) Start Date - End Date	JSEB Participation (Y/N) If Y, then list company name(s) (% , \$ - awarded)
1	Minutes	Minutes from 08/01/2024 Meeting	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	Developer Agreement	2022-2518 Rivertown Parcel 37	Melendez	Mattamy Jacksonville, LLC / Grimes Utilities, Inc.	Capital	\$1,194,500.00	N/A	\$1,194,500.00	N/A	Project Completion Start: 11/01/2023 End: 09/30/2025 (Estimated)	N/A
	Three (3) Bids Received (Developer) For additional information, contact: Ella Bryant  The Rivertown Parcel 37 Minor Collector project is part of the Rivertown Development and includes improvements covered in the Rivertown Developer and Utility Service Agreement. The proposed pump station and force main are designed to serve 141 single family residential units in Parcel 37.  This project is developer driven, so all design and engineering was completed by the developer at their cost (no JEA funds for design). JEA Development has reviewed and approved the construction plan submittal. Per the Developer Agreement, the Developer bid the project in accordance with JEA guidelines and the work has been awarded to the to the lowest qualified bidder. The project elements are comprised of 1,100 feet of 10” force main, 100 feet of 8” force main, 2,140 feet of 6” force main and a duplex pump station.  The developer has followed JEA procurement directives by advertising and awarding to the lowest responsible bidder. The solicitation was advertised, and a pre-bid meeting was held on August 29, 2023. Mattamy Jacksonville, LLC received three responses. Grimes Utilities, Inc. had the lowest bid amount and was awarded the project. The bid is approximately 5% below the JEA estimate and is deemed reasonable.										
3	Developer Agreement	Estuary - 2023-0673 Ranger Station Roadway and Infrastructure	Melendez	Big Creek Timber, LLC / John Woody, Inc.	Capital	\$13,402,945.00	N/A	\$13,402,945.00	N/A	Project Completion Start: 03/15/2024 End: 11/30/2025 (Estimated)	N/A
	Two (2) Bids Received (Developer) For additional information, contact: Ella Bryant  In accordance with the Estuary Utility Service and Cost Participation Agreement, this project includes JEA reimbursable infrastructure to Big Creek Timber, LLC. The project includes but is not limited to a water main, a reclaim water main and a force main along the development spine road. Per the developer agreement for this project, JEA will reimburse the Developer, for certain water, sewer and reclaim improvements within the Estuary development. The Estuary development has undergone multiple name changes and has settled on everRange.  This project is developer driven, so all design and engineering was completed by the developer at their cost (no JEA funds for design). JEA Development has reviewed and approved the plans submitted. Per the Developer Agreement, the Developer bid the project in accordance with JEA guidelines and the work has been awarded to highest evaluated bidder who was also the low bidder. The project elements are comprised as follows: Install 17,802 feet of 20 inch reclaimed water main (100%); Install 16,411 feet of 20 inch force main (75%); Install 16,985 feet of 24 inch water main (75%).  The developer has followed JEA procurement directives by advertising and awarding to the highest evaluated bidder. The solicitation was advertised, and a pre-bid meeting was held on 12/15/2023. Three bidders attended the prebid meeting and 2 bids were received. Another potential bidder was unable to meet the JEA bonding requirements. John Woody, Inc. was the highest evaluated and low bidder and was awarded the project. The bid is approximately 34% below the JEA estimate and is deemed reasonable.										
4	Invitation to Negotiate (ITN)	1411666246 - Residuals Hauling and Disposal Services	Vu	Merrell Bros., Inc.	O&M	\$11,971,099.50	N/A	\$11,971,099.50	N/A	Five (5) Years w/Two (2) – 1 Yr. Renewals  Start Date: 09/01/2024 End Date: 08/31/2029	N/A
	Advertised: 04/16/2024 Opened: 05/14/2024 Four (4) Responses Received For additional information contact: Darriel Brown  The scope for this service includes removing residuals and sludge cake from the various Water Reclamation Facilities (WRFs), and other JEA-owned facilities within JEA service area and hauling as well as disposal at one of three locations; 1) the Buckman WRF for further processing, 2) to several Contractor permitted and regulatory approved land application sites, or 3) landfill disposal.  The selected firm was the highest scored respondent. Merrell Bros., Inc. is the incumbent for this service and the business unit has expressed a favorable service level during the current contract. The Florida Department of Environmental Protection revised biosolids regulations in 2020 legislation that went into effect in the summer of 2023 resulting in a statewide shift from land application sites to landfills and higher costs for a significantly tighter landfill availability. The BAFO process resulted in a price reduction of \$387,598.10. The new pricing is approximately 27% higher than the current contract; this pricing is deemed reasonable as 26% is the average increase across all respondents. Upon analysis of the rates, the majority of the increase is coming from the landfill costs. Procurement reached out to the vendor to discuss, and the driver behind the increase are due to 2020 legislation, SB-712, regulation aimed at mitigating nutrient impacts on Florida’s water resources. In response to this legislation, the proposed FDEP rule changes went into effect in the Summer of 2023 and the result of the rule change is aimed at curtailing the land application of class B biosolids. This is impacting every landfill and treatment facility in the State. The FDEP’s own estimates expect this to cost upwards of \$600 million Statewide as utilities shift away from land application programs and pay tip fees for disposal/treatment. Tip fees are swiftly rising as landfills and compost facilities are at capacity. Additionally, there is a shortage of woody green vegetation waste needed in the composting process. Wood was disposed of at a cost, and is now purchased by many compost facilities. This too increases the total disposal cost of the biosolids as the necessary inputs in the composting process.										
5	Developer Agreement	2021-0517 Percy Oaks	Melendez	AMH Development, LLC / TB Landmark Construction, Inc.	Capital	\$546,790.00	N/A	\$546,790.00	N/A	Project Completion Start: 03/15/2023 End: 09/30/2024 (Estimated)	N/A
	One (1) Bid Received (Developer) For additional information contact: Ella Bryant  There are several large developments along Lem Turner which are master planned to connect to proposed utility extensions. Therefore, JEA has upsized the Percy Oaks proposed main extensions to provide capacity for further growth in the area. The water main extension is critical for further growth in the region and is part of an overall master water grid plan. The force main extension will collect wastewater for this and future growth with conveyance to the Cedar Bay WWTP.  This project is developer driven, so all design and engineering was completed by the developer at their cost (no JEA funds for design). JEA Development has reviewed and approved the construction plan submittal. Per the Developer Agreement, the Developer bid the project in accordance with JEA guidelines and the work has been awarded to the to the lowest qualified bidder. The project elements are comprised as follows: Upsize 540 feet of water main from 8” to 20” and upsize 590 feet of force main from 4” to 20”.  The developer has followed JEA procurement directives by advertising and awarding to the lowest responsible bidder. The solicitation was advertised, and a pre-bid meeting was held on May 3, 2022. One bid was received from TB Landmark Construction, Inc. The bid was approximately 60% of the JEA estimate of \$381,488.00. Based on the bid amount the cost participation agreement was awarded informally. Once under construction, the FDOT required changes to their permitted drawings and the project required design changes. The new design did not impact the cost of the water main installation but did impact that of the force main. A summary of the changes was obtained and a new JEA cost estimate was prepared. The new participation amount is \$546,790.00 which is approximately 90% of the JEA estimate of \$609,732.00. The revision was deemed fair and accurate when reviewed and compared to the JEA estimate.										

6	Developer Agreement	2022-3807 Rivertown Main St Phase 5	Melendez	Mattamy Jacksonville, LLC / Burnham Construction, Inc.	Capital	\$4,829,342.47	N/A	\$4,829,342.47	N/A	Project Completion Start: 02/01/2024 End: 02/28/2025 (Estimated)	N/A
	Two (2) Bids Received (Developer) For additional information contact: Ella Bryant  The proposed spine road infrastructure and utilities are designed to serve future parcels 39-43 and serve to create a water and reclaimed water transmission loop from Greenbriar Road to Longleaf Pine Parkway through the Rivertown Development.  This project is developer driven, so all design and engineering were completed by the developer at their cost (no JEA funds for design). JEA Development has reviewed and approved the construction plan submittal. Per the Developer Agreement, the Developer bid the project in accordance with JEA guidelines and the work has been awarded to the highest evaluated bidder and low bid. The project elements are comprised 5,700 feet of 16" water main, 500 feet of 8" water main, 2,250 feet of 10" force main, 2,850 feet of 8" force main, 75 feet of 6" force main, 5,700 feet of 20" reclaim water main, 1,350 feet of 16" reclaim water main, 3,915 feet of 12" reclaim water main, and 215 feet of 8" reclaim water main.  The developer has followed JEA procurement directives by advertising and awarding to the highest evaluated bidder. The solicitation was advertised, and a pre-bid meeting was held on 10/10/2023. Two addendums were issued during the bid. Three bidders attended the prebid meeting and 2 bids were received. Burnham Construction, Inc. was the highest evaluated and lowest bid and was awarded the project. The bid is approximately 13% below the JEA estimate. The JEA estimate included the material, labor, and equipment. JEA is reimbursing in accordance with the Rivertown Developer Agreement and the bid amount is deemed reasonable.										
7	Developer Agreement	2022-2518 Rivertown Parcel 39	Melendez	Mattamy Jacksonville, LLC / Grimes Utilities, Inc.	Capital	\$1,156,900.00	N/A	\$1,156,900.00	N/A	Project Completion Start: 03/15/2024 End: 06/30/2025 (Estimated)	N/A
	Three (3) Bids Received (Developer) For additional information contact: Ella Bryant  The Rivertown Parcel 39 project is part of the Rivertown Development and includes improvements covered in the Rivertown Developer and Utility Service Agreement. The proposed pump station and force main are designed to serve 237 single family residential units in Parcel 39 Phases 1 & 2.  This project is developer driven, so all design and engineering was completed by the developer at their cost (no JEA funds for design). JEA Development has reviewed and approved the construction plan submittal. Per the Developer Agreement, the Developer bid the project in accordance with JEA guidelines and the work has been awarded to the to the highest evaluated bidder and the lowest bidder. The project elements are comprised of 2,600 feet of 6 inch force main and a duplex pump station.  The developer has followed JEA procurement directives by advertising and awarding to the lowest responsible bidder. The solicitation was advertised, and a pre-bid meeting was held on February 6, 2024. Mattamy Jacksonville, LLC received three responses. Grimes Utilities, Inc. had the lowest bid amount and was awarded the project. The bid is approximately 43% below the JEA estimate of \$2,047,147.00. The JEA estimate included the material, labor, and equipment. JEA is reimbursing in accordance with the Rivertown Developer and Utility Service Agreement and the bid amount is deemed reasonable.										
8	Joint Project	COJ Harts Rd Bridge Replacement-Water and Force Main Replacement	Melendez	J.B. Coxwell Contracting, Inc.	Capital	\$3,672,275.00	N/A	\$3,672,275.00	N/A	Project Completion Start: 10/01/2024 End: 01/01/2027 (Estimated)	N/A
	Two (2) Bids Received For additional information contact: Dan Kruck  The scope of work for this contract includes replacing the existing 12" and 16" water main as well as 6", 14" and 20" sewer force mains crossing the river with new piping attached to the new bridge structure. All existing mains will be abandoned in place by grouting and/or plugging; or removed.  The City is replacing and raising the Harts Rd Bridge over Broward River, also raising the elevation of the roadway leading to the bridge. JEA's water and sewer mains are in conflict and will need to be relocated. JEA will be completing this work with the City via our typical joint project process. The City competitively bid the JEA scope along with their roadway/bridge scope and the low bidder was JB Coxwell. The bid price for JEA's scope of work is below the JEA estimate and deemed reasonable.										
9	Single Source	Caterpillar Heavy Equipment Maintenance Services	Erixton	Ring Power Corporation	O&M	\$1,100,000.00	N/A	\$1,100,000.00	N/A	Three (3) Years w/Two (2) – 1 Yr. Renewals  Start Date: 08/08/2024 End Date: 08/07/2027	N
	Single Source For additional information contact: Jason Behr  Northside Generating Station has multiple aging Caterpillar heavy equipment assets which are used daily to support power generation. Ring Power is the OEM for this equipment. These assets operate in harsh environments such as ash exposure to equipment used in the BSA and seawater exposure to front end loaders used on fuel vessels. Due to the 24-hour, 7-day per week nature of power plant operations, we must procure a supplier who can meet the service requirements. Only the OEM/authorized dealer has the computer system (proprietary) to diagnose equipment problems related to the controls, electronics, and emission systems. Due to the computer systems and satellite technology the OEM/authorized dealer currently remotely monitors our equipment at no charge. We also have access to the website and monitor it ourselves. Several times a year, several different pieces of machinery must go to the shop for more extensive repairs than what can be done by a field technician onsite. Ring Power has two local shops – one on Pecan Park Rd and one in northern St. Johns County. These are fully equipped specifically for servicing Caterpillar brand equipment.  Historically, these purchases were done as single source purchases orders only throughout a fiscal year. To be more efficient and cut down on the amount of purchase orders, we created blanket agreements for each fiscal year. After reviewing historical spend, we are reaching the formal threshold and have decided to bring to awards for a longer-term contract.										
10	Contract Increase	1410431046 (RFP) Industrial Cleaning Services	Erixton	Thompson Industrial Services MPW Industrial Services	O&M	\$565,000.00 \$745,000.00	\$765,030.00 \$327,870.00	\$2,026,876.82 \$3,558,657.00	Thompson Industrial: 05/10/2023 - \$76,503.00 06/15/2023 - \$487,445.93 07/26/2024 - \$132,897.89  MPW Industrial Services: 01/19/2023 - \$2,230,000.00 03/04/2024 - \$255,787.00	Three (3) Years w/Two (2) – 1 Yr. Renewals  Start Date: 12/22/2021 End Date: 12/21/2024	N
	Originally Awarded: 12/16/2021 For additional information contact: Jason Behr  The scope of work includes furnishing all supervision, labor, materials, tools, equipment, consumables, and subcontracts necessary for industrial cleaning services primarily at JEA electric generating facilities. Services shall include, but not be limited to, the following:  • Wet & Dry Vacuuming Services • Hydroblasting & Ultra High Pressure (UHP) Cleaning Services • Chemical Cleaning Services (pricing will be requested on a per project basis) • High Volume Pump Services • Fugitive Dust Control Services  This contract increase is to fund the two contracts for the remainder of the term that expires December 2024. There is no rate increase associated with this increase and rates have only increased based on CPI terms associated with this contract. It is JEA's intention not to execute the renewals for these contracts, and instead, go out for a new bid to locate other sources, and also change the language of the contract for enhancements and improvements.										

11	Single Source	NGS - N36 Electrical Equipment Upgrades	Melendez	ABB Inc.	Capital	\$527,000.00	N/A	\$527,000.00	N/A	Project Completion  Start Date: 08/16/2024 End Date: 04/29/2026	N
	Single Source For additional information contact: Jason Behr										
	This project is being proposed to replace NGS CT 6 low and medium voltage motor control centers (MCC A, B & C), associated control wiring, and power feeders. Most of this equipment poses a safety and reliability risk, as most of them have been installed for over three to four decades and have reached the end of its intended useful life. This equipment currently has a long lead time and a purchase order is needed as soon as possible to ensure equipment arrives before scheduled outage.										
	This same equipment has been used on our three other similar units on site. It is beneficial to JEA to keep all units with the same equipment. ABB's equipment and services were selected in the past for their advanced knowledge in the original GE CT equipment. This helped immensely in the installation of the equipment, given JEA's insufficient documentation and knowledge of how the equipment is wired internally. ABB received all OEM equipment knowledge since they acquired GE Industrial, the original OEM, which gives them expertise on our CTs that were installed in the 1970's.										
12	Contract Increase	069-18 Engineering Services for the Twin Creeks Reclaimed Water (RW) Storage Tank and Booster Pump Station	Melendez	Mott Macdonald Florida, LLC	Capital	\$62,218.00	\$1,049,933.00	\$1,173,779.00	08/29/2019 - \$22,744.00 11/18/2019 - \$30,116.00 03/30/2020 - \$8,768.00	Project Completion Start: 02/28/2019 End: 09/30/2024 (Estimated)	N/A
	Lasted awarded: 02/07/2019 For additional information contact: Dan Kruck										
	The scope of work for this contract consists of preliminary design, final detailed design, bid phase assistance, engineering support services during construction (SDC), and acceptance testing of the Twin Creeks Reclaimed Water (RW) Storage Tanks and Booster Pump Station project. Twin Creeks is a multi-use development in the Southeast area and reclaimed water is required for irrigation in this development. JEA is constructing this project to provide RW to this development.										
	The contractor for this project (Williams Industrial Services) declared bankruptcy and stopped all work when the project was about 85% complete. Due to this contractor default, JEA requires additional SDC efforts from the engineer. This additional effort will include assisting in obtaining the final certificate of completion, additional field inspections, additional start-up inspections and the creation of "as-built" surveys of the site/civil, stormwater, water and sewer facilities. The original hourly rates were used in determining the lump sum fee for this additional SDC work. The fee was reviewed by JEA project staff and deemed reasonable compared to other projects. The cost for this work is being funded by the balance of the contract amount leftover from the Williams contract.										
Consent Agenda Action											
Committee Members in Attendance	Names	_____, _____, _____									
Motion by:											
Second By:											
Committee Decision											
Consent and Regular Agenda Signatures											
Budget	Name/Title	_____									
Awards Chairman	Name/Title	_____									
Procurement	Name/Title	_____									
Legal	Name/Title	_____									



# Award #1 Supporting Documents 08/08/24

## JEA Awards Agenda August 1, 2024

225 North Pearl St., Jacksonville, FL 32202 - Hydrangea Room 1st Floor

[Teams Meeting Info](#)

### Consent Agenda

The Chief Procurement Officer offers the following items for the JEA Awards Consent Agenda. Any item may be moved from the Consent Agenda to the Regular Agenda by a committee member asking that the item be considered separately. All items on the Consent agenda have been approved by OGC, Budget and the Business Unit Vice President and Chief. The posting of this agenda serves as an official notice of JEA's intended decision for all recommended actions for **Formal Purchases** as defined by **Section 3-101 of the JEA Procurement Code**. Please refer to JEA's Procurement Code, if you wish to protest any of these items.

Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term (Projected) Start Date - End Date	JSEB Participation (Y/N) If Y, then list company name(s) (%, \$ - awarded)
1	Minutes	Minutes from 07/25/2024 Meeting	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	Invitation for Bid (IFB)	1411702446 Electric Plant Scaffolding Services	Erixton	Sumbelt Rentals, Inc.	O & M and Capital	\$4,248,180.00	\$4,248,180.00	\$4,248,180.00	N/A	Five (5) Years w/ Two (2) -1 Yr. Renewals  Start Date: 01/01/2025 End Date: 12/31/2029	N
	Advertised: 06/03/2024 Opened: 06/26/2024 Five (5) Bids Received For additional information contact: Lynn Rix  The purpose of this Invitation for Bid (IFB) is to select a vendor that can provide scaffolding services for electric plant outage and non-outage work. The scaffolding to be erected will be used for the purpose of repairs, testing, inspection, or replacement of generating station components.  The Solicitation had good participation with five (5) companies submitting. The bids came in only slightly higher than the business unit estimate of \$4,000,000.00. The lowest, responsive bid was 6.66% more than the 2018 contract. This is lower than the overall inflation rate for the period of the previous contract.										
3	Contract Increase	069-19 Overhead Transmission & Distribution and Underground Distribution Construction and Maintenance Services	Wheeler	SPE Utility Contractors FD, LLC dba SPE Group	Capital/O&M	\$1,486,420.00	\$20,089,154.47	\$23,584,489.92	10/25/2023 - \$2,008,915.45	191	N
	Originally Awarded 10/03/2019 For additional information contact: Jason Behr  The scope of work includes pole removal, pole delivery, neighborhood overhead to underground conversion projects, pole maintenance, pole replacement, voltage conversion, and new line construction. Work includes projects that will restore electricity and increase reliability. Immediate response in emergencies and hurricanes is required. JEA will provide all standard materials. Contractor may provide miscellaneous materials. Contractor may be required to work alongside JEA's own work forces or other contractor's work forces.  This contract increase will provide funding through the end of the original contract term of 10/30/2024. Original award amounts and last contract increase were awarded to budgets for projects that were identified at the time of award. This increase is for new projects that have been identified for FY24. There is not a rate increase associated with this increase, current rates will remain in effect.										
4	Request for Proposal (CCNA)	1411544446 (RFP) CCNA Substation and Transmission Project Management Services	Melendez	Burns & McDonnell Leidos Engineering Black & Veatch	Capital	\$916,666.67 \$916,666.67 \$916,666.66	N/A	N/A	N/A	Five (5) Years w/ Two (2) Optional One (1) Year Renewals	Burns & McDonnell, 5% (TRC Energy Engineering LLC) Leidos Engineering, 0% Black & Veatch, 0%
	Item 4 Moved to Regular Agenda as Item 1										
5	Joint Project	COJ - JP - Park Street Road Diet	Melendez	J.B. Coxwell Contracting, Inc.	Capital	\$499,631.41	N/A	\$499,631.41	N/A	Project Completion Start: 08/16/2024 End: 01/30/2025 (Estimated)	N/A
	Four (4) Responses Received (COJ) For additional information contact: Dan Kruck  The scope of work for this contract is to install new side street stubs and resolve conflicts within the City's project of roadway re-construction and replacement of approximately 2,000 LF of aging 4" thru 16" cast iron (CI) water main along Park St. from Forest St. to Stonewall St. through the design-build process. The City selected J.B. Coxwell as the design-builder through a competitive solicitation process.  The City provided JEA with the negotiated price from their design-build firm for the agreed upon JEA scope for both the design and construction fee. The negotiated price was below the JEA estimate for the scope of work and deemed reasonable.										



**Regular Agenda** (date last updated)

## Consent and Regular Agenda Signatures

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**ARTICLE 1 – BID RECIPIENT**

- 1.01 The Entity the bid is addressed to: **Mattamy Jacksonville, LLC**  
**39 Riverwalk Blvd**  
**St Johns, FL 32259**
- The physical address the bid is submitted to: **Prosser, Inc. Attn: Shane Haslauer**  
**13901 Sutton Park Drive S. Suite 200**  
**Jacksonville, FL 32224**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS**

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for **60 days** after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 – BIDDER'S REPRESENTATIONS**

- 3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>9/13/2023</u>
<u>2</u>	<u>9/19/2023</u>

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions that have been identified in SC-4.06
- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

**ORIGINAL**

- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

#### ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

- A. this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

#### ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

	One Million One Hundred Ninety Four Thousand	\$1,194,500.00
Lump Sum Price-	Five Hundred Dollars & Zero Cents	
	Written	Numeric

#### ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 180 calendar days, after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions within 210 calendar days after the date when the Contract Times commence to run.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.
  - A. Liquidated damages for failure to meet times specified will be \$1000/ calendar day.

#### ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

- A. Schedule of Values



**ARTICLE 8 - DEFINED TERMS**

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 9 - BID SUBMITTAL**

9.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
(Individual's signature)

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

A Corporation

Corporation Name: Grimes Utilities, Inc. (SEAL)

State of Incorporation: FL

Type (General Business, Professional, Service, Limited Liability): Underground Utilities

By: Jessica Fitzgerald, VP.  
(Signature – attach evidence of authority to sign)

Name (typed or printed): Jessica Fitzgerald, VP

Title: Vice President

Attest: Dallas [Signature] CS (CORPORATE SEAL)  
(Signature of Corporate Secretary)

Date of Qualification to do business in Florida [State Where Project is Located] is 08/14/2008

A Joint Venture

Name of Joint Venturer: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)




**Schedule of Values**
**RiverTown Parcel 37 Minor Collector - Public Utilities**

Item	Description	Unit	Unit Cost	Qty	Totals
1	Lift Station	LS	810,000.00	1	810,000.00
2	Force Main 10"	LF	167.00	1100	183,700.00
3	Force Main 8"	LF	189.00	100	18,900.00
4	Force Main 6"	LF	85.00	2140	181,900.00
<b>Total Bid Amount</b>					<b>1,194,500.00</b>

BID BOND

STATE OF FLORIDA

COUNTY OF: Duval

KNOW ALL PERSONS BY THESE PRESENTS, That we, Grimes Utilities, Inc. (hereinafter called "Principal"), and Merchants Bonding Company (Mutual) as Surety (hereinafter called "Surety"), are held and firmly bound unto the JEA of the City of Jacksonville, Florida (hereinafter called the "JEA"), in the sum of \$ 5% of Bid, lawful money of the United States of America, for the payment which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents:

WHEREAS, the Principal contemplates submitting or has submitted a Bid to the JEA for:

RiverTown Parcel 37

WHEREAS, it was a condition precedent to the submission of said Bid that a certified check or Bid Bond in the amount of 5% of Bid be submitted with said Bid as a guaranty that the Principal would, if awarded the contract, enter into a written contract with the JEA and furnish a Section 255.05 Florida Statutes Contract Bond in an amount equal to 100% for the performance of said contract, within ten consecutive calendar days after written notice being given of acceptance by the JEA.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Bid of the Principal herein be accepted and said Principal, within ten consecutive calendar days after written notice being given of such acceptance, enters into a written contract with the JEA, and furnishes a Section 255.05, Florida Statutes Contract Bond in an amount equal to 100% satisfactory to the JEA, then this obligation shall be void; otherwise, the sum herein stated shall be due and payable to the JEA, and the Surety herein agrees to pay said sum immediately upon demand of said JEA, in good and lawful money of the United States of America; as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the said Principal and the said Surety have duly executed this bond the 19th day  
of September, 2023.

ATTEST:

Dallas Grimes  
Signature

Dallas Grimes  
Type/Print Name

Samantha Grimes  
Signature

Samantha Grimes  
Type/Print Name

Signed, Sealed and Delivered  
in the Presence of:

Kassandra S. Sullins  
Signature

Kassandra S. Sullins, Witness  
Type/Print Name

Benjamin K. Powell  
Signature

Benjamin K. Powell, Witness  
Type/Print Name

Countersigned:

By Robert T. Theus  
Resident Agent  
State of Florida

Name of Firm: Cecil W. Powell & Company

Address: 219 N. Newnan St., Jacksonville, FL 32202

Grimes Utilities, Inc.

(Principal Company Name)

Jessica Fitzgerald, W.  
Signature

Jessica Fitzgerald, W.  
Type/Print Name

Vice President  
Title  
**AS PRINCIPAL**

Merchants Bonding Company (Mutual)

(Surety Company Name)

Robert T. Theus  
Signature

Robert T. Theus  
Type/Print Name  
**Attorney-in-Fact**

Title  
**AS SURETY**

Name of Agent: Robert T. Theus

Address: 219 N. Newnan St., Jacksonville, FL 32202

Form Approved:

Assistant General Counsel

**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Benjamin Powell; Fitzhugh K Powell Jr; Robert T Theus; Susan W Jordan

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

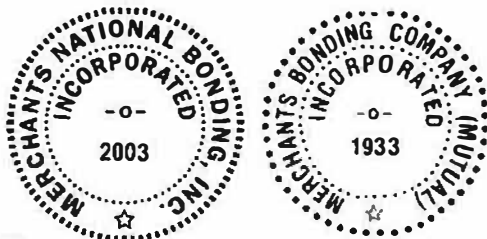
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December, 2022.



**MERCHANTS BONDING COMPANY (MUTUAL)**  
**MERCHANTS NATIONAL BONDING, INC.**  
**d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY**

By

*Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 8th day of December, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Kim Lee*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 19th day of September, 2023.



*William Warner Jr.*  
Secretary





ID	Task Name	Duration	Start	Finish	October	November	December	January	February	March	April	May
1	PROJECT DURATION: 180 CALENDAR DAYS	180 days										
2	MOBILIZATION/ SURVEY & LAYOUT	5 days?	Mon 11/21/22	Fri 11/25/22								
3	INSTALLATION OF LIFT STATION & APPURTENANCES	70 days	Mon 11/28/22	Fri 3/3/23								
4	INSTALLATION OF FORCE MAIN	40 days	Mon 3/6/23	Fri 4/28/23								
5	START UP	5 days?	Mon 5/1/23	Fri 5/5/23								
6	FINAL & CLOSE OUT	10 days?	Mon 5/8/23	Fri 5/19/23								
7												
8	*Dates are estimated until JEA approval of plans and shop drawings.											

Project: RT P37 Bid Schedule Date: 9/15/2023	Task		Rolled Up Progress		Manual Summary Rollup	
	Split		External Tasks		Manual Summary	
	Milestone		External Milestone		Start-only	
	Summary		Inactive Task		Finish-only	
	Project Summary		Inactive Milestone		Deadline	
	Group By Summary		Inactive Summary		Progress	
	Rolled Up Task		Manual Task			
	Rolled Up Milestone		Duration-only			

**UNANIMOUS WRITTEN CONSENT  
OF  
“GRIMES UTILITIES, INC.”**

---

The undersigned, being the directors of GRIMES UTILITIES, INC. (the “Corporation”), hereby consents pursuant to §607.0205(2), Florida Statutes, to the adoption of the following resolutions in lieu of meeting:

WHEREAS, in the normal course of business the Corporation submits quotations and responses to invitations to bid for work to be performed by the Corporation; and

WHEREAS, the President, Vice President, Secretary and Treasurer are responsible for preparing and executing quotations and bid proposals

NOW THEREFORE, be it resolved: the President/Director/Treasurer, Richard S. Grimes; Vice President, Jessica A. Fitzgerald; and Secretary, Dallas M. Grimes are each hereby authorized to execute and deliver quotations and responses to invitations to bid for work to be performed by the Corporation

IN WITNESS WHEREOF, the undersigned have duly executed this Consent on this 6<sup>h</sup> day of July, 2018.



Richard S. Grimes, President/Director/Treasurer



Jessica A. Fitzgerald, Vice President



Dallas M. Grimes, Secretary





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE UNDERGROUND UTILITY & EXCAVATION CO. HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**GRIMES, RICHARD SCOTT**

GRIMES UTILITIES INC  
1244 LAKEVIEW DR  
ORANGE PARK FL 32073

**LICENSE NUMBER: CUCA50629**

**EXPIRATION DATE: AUGUST 31, 2024**

Always verify licenses online at [MyFloridaLicense.com](https://MyFloridaLicense.com)



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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**GRIMES, RICHARD S**

GRIMES UTILITIES INC  
385 CORPORATE WAY  
ORANGE PARK FL 32073

**LICENSE NUMBER: CGC1518790**

**EXPIRATION DATE: AUGUST 31, 2024**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



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Jimmy Patronis  
CHIEF FINANCIAL OFFICER

Julius Halas  
DIVISION DIRECTOR



John Gatlin  
BUREAU CHIEF

Catherine Thrasher  
SAFETY PROGRAM MANAGER

**FLORIDA DEPARTMENT OF FINANCIAL SERVICES**  
**DIVISION OF STATE FIRE MARSHAL**  
200 EAST GAINES STREET - Tallahassee, Florida 32399-0342  
Tel. 850-413-3644

**CERTIFICATE OF COMPETENCY**  
**OFFICIAL COPY**

THIS CERTIFIES THAT: Richard S Grimes  
385 Corporate Way  
Orange Park FL 32073

BUSINESS ORGANIZATION: Grimes Utilities Inc.

Contractor V means a contractor whose business is limited to the execution of contracts requiring the ability to fabricate, install, inspect, alter, repair and service the underground piping for a fire protection system using water as the extinguishing agent beginning at the point of service as defined in the act and ending no more than 1 foot above the finished floor.

Issue Date: 07/01/2022  
Type: 09  
Class: 14  
County: Clay  
License/Permit #: 089682-0001-2008  
Expiration Date: 06/30/2024



Chief Financial Officer



## Award #2 Supporting Documents 08/08/24

**2022-2518**

**Rivertown Parcel 37**

Number	Bid Item	Quantity		Unit	UC		Grimes	Burnham Construction	Engineer Estimate	JEA Estimate
		Grimes	Burnham		Grimes	Burnham				
1	Lift Station	1	1	LS	810000	899255	\$810,000.00	\$899,255.00	\$950,000.00	\$870,351.00
2	Force main - 10"	1100	1100	LF	167	142.9467	\$183,700.00	\$157,241.37	\$247,500.00	\$162,993.00
3	Force main - 8"	100	100	LF	189	286.58714	\$18,900.00	\$28,658.71	\$25,000.00	\$31,041.00
4	Force main - 6"	2140	2240	LF	85	77.64208929	\$181,900.00	\$173,918.28	\$315,000.00	\$194,081.00
	Total						\$1,194,500.00	\$1,259,073.36	\$1,537,500.00	\$1,258,466.00
							5%			

**PART II PROPOSAL FORM (A)**  
**ORGANIZATION INFORMATION OF PROPOSER**  
**RANGER STATION ROADWAY**

DATE SUBMITTED: January 19, 2024

1. Proposer John Woody, Inc. ☐ A Individual  
(Company Name) ☐ A Partnership  
☐ A Limited Liability Company  
☒ A Corporation  
☐ A Subsidiary Corporation
2. Proposer's Parent Company Name (if applicable) N/A
3. Proposer's Parent Company Address (if applicable)  
Street Address N/A  
P.O. Box (if any) \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax No. \_\_\_\_\_  
1<sup>st</sup> Contact Name \_\_\_\_\_ Title \_\_\_\_\_  
2<sup>nd</sup> Contact Name \_\_\_\_\_ Title \_\_\_\_\_
4. Proposer Company Address (if different)  
Street Address 754 Harrison Street  
P.O. Box (if any) P.O. Box 60218  
City Jacksonville State FL Zip Code 32236  
Telephone 904-783-2411 Fax No. 904-695-0881  
1<sup>st</sup> Contact Name Michael Woodall Title President  
2<sup>nd</sup> Contact Name Michael Kivlin Title Vice President
5. List the location of Proposer's office that would perform the work.  
Street Address 754 Harrison Street  
P.O. Box (if any) P.O. Box 60218  
City Jacksonville State FL Zip Code 32236  
Telephone 904-783-2411 Fax No. 904-695-0881  
1<sup>st</sup> Contact Name Michael Woodall Title President  
2<sup>nd</sup> Contact Name Michael Kivlin Title Vice President
6. Is the Proposer incorporated in the State of Florida? Yes ☒ No ☐

6.1 If yes, provide the following:

Is the Company in good standing with the Florida Department of State, Division of Corporations? Yes ☒ No ☐

If no, please explain N/A

Date Incorporated 3/9/1979 Charter No. \_\_\_\_\_

6.2 If no, provide the following:

The state in which the Proposer company is incorporated N/A

Is the company in good standing with the state? Yes ☐ No ☐

If no, please explain N/A

Date incorporated N/A Charter No. \_\_\_\_\_

7. Is the Proposer company a registered or licensed contractor with the State of Florida? Yes ☒ No ☐

7.1 If yes, provide the following:

Type of registration (i.e. certified general contractor, certified electrical contractor, etc.)

Certified Underground Utility Contractor

License No. CUC040091 Expiration Date 8/31/2024

Qualifying Individual Michael Woodall Title President

List company(ies) currently qualified under this license John Woody, Inc.

7.2 Is the Proposer company a registered or licensed Contractor with Duval County? Yes ☒ No ☐

7.3 Has the Proposer company performed work for a community development district previously? Yes ☒ No ☐

If yes, describe: Tolomato Community Development District, 2023 project - Ranch Road Water Main Extension

8. Name of Proposer's Bonding Company Merchants Bonding Company

Address P.O. Box 14498, Des Moines, Iowa 50306-349

Approved Bonding Capacities:	Aggregate Limit	\$ <u>50,000,000</u>
	Single Project Limit	\$ <u>25,000,000</u>
	Total Current Contracts Bonded	\$ <u>2,929,276</u>

9. Name of Proposer's Bonding Agency Cecil W. Powell & Company  
 Address 219 Newnan Street, P.O. Drawer 41490, Jacksonville, FL 32203  
 Contact Name Ben. Powell Telephone 904-256-0104
10. List the Proposer's total annual dollar value of work completed for each of the last three (3) years starting with the latest year and ending with the most current year (19) (2021) \$8,002,769,  
 (20) (2022) \$3,632,470, (21) (2023) \$8,772,255.
11. What are the Proposers' company's current insurance limits?  
 General Liability \$ 1,000,000 / 2,000,000  
 Automobile Liability \$ 1,000,000  
 Workers Compensation \$ 1,000,000  
 Expiration Date 12/31/2024
12. Has the Proposer company been cited by OSHA for any job site or company office/ shop safety violations in the past two years? Yes ☐ No ☒  
 If yes, please describe each violation fine, and resolution N/A  
 \_\_\_\_\_  
 \_\_\_\_\_  
 What is the Proposer's current worker compensation rating? ..78  
 Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past two (2) years? Yes ☐ No ☒  
 If yes, please describe the incident: N/A  
 \_\_\_\_\_  
 \_\_\_\_\_
13. Please state whether or not your company or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal-aid contracts in any state(s)? Yes ☒ No ☐  
 If so, state the name(s) of the company(ies) N/A  
 \_\_\_\_\_  
 \_\_\_\_\_  
 The state(s) where barred or suspended N/A  
 State the period(s) of debarment or suspension N/A  
 \_\_\_\_\_
14. What is the construction experience of the proposed superintendent and project manager?
- | INDIVIDUAL'S NAME | PRESENT POSITION OR OFFICE | MAGNITUDE AND TYPE OF WORK | YEARS OF CONSTRUCTION EXPERIENCE | YEARS WITH FIRM | IN WHAT CAPACITY? |
|-------------------|----------------------------|----------------------------|----------------------------------|-----------------|-------------------|
| MICHAEL KIVLIN    | VICE PRESIDENT             | JOB MANAGEMENT ESTIMATING  | 15                               | 15              | MGMT              |
| JONATHAN WOODALL  | VICE PRESIDENT             | JOB MANAGEMENT ESTIMATING  | 15                               | 15              | MGMT              |
| RICK ROARK        | SUPERINTENDENT/FOREMAN     | DAILY JOB MGM'             | 44+                              | 26+             | FOREMAN           |
| WILLIAM BURKE     | FOREMAN                    | DAILY JOB MGMT             | 41+                              | 21+             | FOREMAN           |
15. Have you ever failed to complete any work awarded to you? Yes ☐ No ☒  
 If so, where and why? \_\_\_\_\_

N/A

16. Has any officer or partner of your organization ever been an officer, partner, or owner of some other organization that has failed to complete a construction contract? Yes ☐ No ☒

If so, state name of individual, other organization and reason therefore N/A

17. List any and all litigation to which the organization has been a party in the last five (5) years.

NONE

18. Has organization or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? Yes ☐ No ☒

If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof.

N/A

19. Within the past five (5) years, has organization failed to complete a project within the scheduled contract time? Yes ☐ No ☒

If so, discuss the circumstances surrounding such failure to complete a project on time as well as the date thereof.

N/A

20. List all projects currently under contract, with a remaining contract amount of over \$100,000.00 (excluding retainage) and with an expected remaining contract duration in excess of 120 days (to substantial completion).



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21. Identify all subcontractors Contractor intends on utilizing for the project and describe the portion and percentage of work to be performed by each subcontractor.

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[Remainder of Page Left Intentionally Blank]

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the Developer or their authorized agents, deemed necessary to verify the statements made in this application or attachments hereto, or necessary to determine whether the Developer should qualify the Proposer for providing a Proposal for its construction projects, including such matters as the Proposer's ability, standing integrity, quality of performance, efficiency and general reputation.

It is anticipated that, after the contract is awarded, it will be assigned to a Community Development District (the "District"). By submitting a proposal each Proposer is consenting and agreeing to the assignment of the contract to the District and any obligations to the Developer set forth herein or in the contract documents shall apply to the District.

John Woody, Inc.

By 

Michael Woodall, President

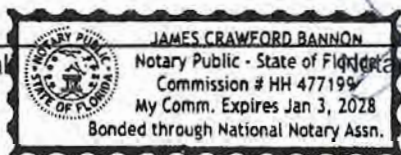
(Type Name and Title of Person Signing)

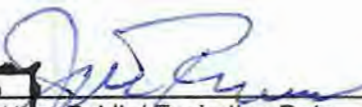
This 17<sup>th</sup> day of JANUARY, 2024.

(Corporate Seal)

Sworn to before me this 19<sup>th</sup> day of JANUARY, 2024.

(Seal)



  
Notary Public/ Expiration Date

**CORPORATE OFFICERS**Company Name John Woody, Inc.Date 1/12/2024

Provide the following information for Officers of the Proposer and parent company, if any.

NAME OF PROPOSER	POSITION OR TITLE	CORPORATE RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
Michael Woodall	President	Estimating; Running of Company	Jacksonville, FL
Michael Kivlin	Vice President	Estimating; Project Management	Jacksonville, FL
Jonathan Woodall	Vice President	Estimating; Project Management	Jacksonville, FL
<b>FOR PARENT COMPANY (if applicable)</b>			

**SUPERVISORY PERSONNEL**Company Name John Woody, Inc.Date 1/12/2024

What is the experience of the key management and supervisory personnel of the Proposer company for both administration as well as operations? (Attach resumes of key personnel here)

INDIVIDUAL'S NAME	PRESENT TITLE	DESCRIPTION OF DIRECT JOB RESPONSIBILITIES	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE
Rick Roark	Foreman	Management of Project & Crew	26+	44+
William Burke	Foreman	Management of Project & Crew	21+	41+
Bryan Jones	Foreman	Management of Project & Crew	11	41+

**COMPANY OWNED MAJOR EQUIPMENT**  
**(Attach additional sheets if necessary)**

Company Name John Woody, Inc.  
 Date 1/12/2024

QUANTITY	DESCRIPTION	CAPACITY	No. LOCATED IN	
			FLORIDA	OTHER
2	Hitachi ZX350LC-6 Excavator	3 YD	2	
2	Kawasaki 67Z7 Loader	3.5 YD	2	
1	John Deere 60G Excavator	1.5 YD	1	
3	John Deere 450 Dozer	-----	3	
1	Sakai Vibratory Roller	-----	1	
1	Hitachi 245 Excavator			

**PROVIDE A LIST OF ALL SUBCONTRACTORS / SUPPLIERS THAT WILL BE HIRED BY PROPOSER FOR THE PROJECT**

<b>Name of Subcontractor / Supplier</b>	<b>Contact / Phone # / E-Mail Address</b>	<b>Role in Project (State whether subcontractor/supplier will be involved in the work being performed)</b>	<b>Total Value of Goods or Services Anticipated to Be Provided</b>
Ferguson Waterworks	Blake Bowmaster / 904-759-868 blake.bowmaster@ferguson.com	Supplier	
Cutting Edge Trenching	386-788-3033	Subcontractor - Dewatering (Sock Installation)	
Landmark Survey	Harold Moore / 904-838-4451 mooresurveyors@gmail.com	Surveyor	

**(Attach additional sheets as necessary.)**



**For each Subcontractor / Supplier that will provide goods or services in excess of \$25,000 for the Project, provide the following information:**

Name: Ferguson Waterworks

Title: Outside Sales Rep

Contact: Blake Bowmaster

Contact Phone/E-Mail: 904-759-8684 / blake.bowmaster@ferguson.com

Office Location: Jacksonville, FL

Shipment Location (for Suppliers): Jacksonville, FL

Years in Business: \_\_\_\_\_

Proposed Role for the Project: Suppliers of Pipe and Fittings

Is the Subcontractor Supplier registered with the State of Florida, Division of Corporations and authorized to do business in St. Johns County and the State of Florida? Yes ☒ No: ☐

If no, explain: \_\_\_\_\_

Does the Subcontractor/Supplier have all applicable business licenses in good standing?

Yes: ☒ No: ☐

Please list licenses: \_\_\_\_\_

**STATUS OF CONTRACTS ON HAND**  
(Attach additional sheets if necessary)

Company Name John Woody, Inc.Date 1/12/2024

Furnish requested information about all of Proposer's active contracts, whether as prime or subcontracts; whether in progress or awarded but not yet started; and regardless of with whom contracted. All amounts to be shown to nearest \$1,000. Contractor may consolidate and list as a single item all contracts which individually do not exceed 3% of total active contracts and in total do not exceed 20% of the active total contracts.

OWNER, LOCATION AND DESCRIPTION OF PROJECT	CURRENT CONTRACT AMOUNT AS PRIME	CURRENT CONTRACT AMOUNT AS SUBCONTRACTOR	CURRENT AMOUNT SUBJECT TO OTHERS	PROPOSER'S UNCOMPLETED AMOUNT AS OF THIS DATE		COMPLETION DATE		
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR	ORIGINAL CONTRACT DATE	APPROVED REVISED DATE	CURRENT ESTIMATE DATE
Sonoc/Nocatee/ Seabrook Village Ph 2	\$	\$ 3,395,265	\$	\$	\$ 269,923	11/2022		5/2024
Sonoc/Nocatee/JE/ Water Seabrook Ph 2/3	\$ 1,469,966	\$	\$	\$ 5,750	\$	1/2023		2/2024
Sonoc/Nocatee/ Seabrook Village Ph 3	\$	\$ 2,894,299	\$	\$	\$ 1,820,502	1/2023		8/2024
Tolomato CDD/Nocatee/ Ranch Rd. Water Main	\$ 2,929,276	\$	\$	\$ 13,200	\$	2/2023		2/2024
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
Subtotal Uncompleted Work				\$ 18,950	\$ 2,090,425			
Total Uncompleted Work on Hand				\$ 2,109,375				

## PROJECTS PROPOSER COMPLETED IN THE LAST THREE YEARS

Company Name John Woody, Inc.Date 1/12/2024

List all projects completed in the last two years for which the contract value individually exceeded 3% of the Proposer's annual total work completed for the year the project was started. Include in the list projects that were started earlier than two years but were completed within the last two years.

PROJECT NAME/ LOCATION	FINAL CONTRACT AMOUNT	PRIME OR SUB <sup>1</sup>	CLASSIFICATION OF WORK PERFORMED	YEAR STARTED/ COMPLETED	OWNER NAME/ LOCATION <sup>2</sup>	NAME & PHONE NUMBER OF OWNER'S REPRESENTATIVE ON THIS PROJECT <sup>3</sup>
Crosswater Extension Phase 1 Nocatee	680,515	Prime	Water, Reuse, FI	2020/2021	SONOC Co LLC Nocatee	Mike Daliberti, 904-992-9750
Crosswater Extension Phase 2 Nocatee	441,475	Prime	Water, Reuse, FM	2020/2021	SONOC Co, LLC Nocatee	Mike Daliberti, 904-992-9750
Crosswater Extension Phase : Nocatee	641,320	Prime	Water, Reuse, FM	2020/2021	SONOC Co, LLC Nocatee	Mike Daliberti, 904-992-9750
Apex Trail Extension Nocatee	1,451,215	Prime	Water, Reuse, FM, Raw Water	2020/2021	E-Town Development Jacksonville	Mike Daliberti, 904-992-9750
Nocatee West End Duplexes Nocatee	698,660	Sub	Water, Reuse, Sewer	2021/2022	SONOC Co LLC Nocatee	Mike Daliberti, 904-992-9750
Nocatee West End Townhome Nocatee	620,955	Sub	Water, Reuse, Sewer	2021/2022	SONOC Co LLC Nocatee	Mike Daliberti, 904-992-9750
ETown Non Residential North Jacksonville	1,087,080	Sub	Water, Reuse, FM Sewer	2021/2022	ETown Development Jacksonville	Mike Daliberti, 904-992-9750
Greenland WRF Nocatee	2,519,781	Sub	Water, Reuse, FM Raw Water	2021/2022	JEA	Paul McElroy, 904-791-4779
Conservation Trail Extension Nocatee	831,891	Prime	Water, Reuse, FM	2021/2022	SONOC Co LLC Nocatee	Mike Daliberti, 904-992-9750
Seabrook Village Ph 1 Water Main Nocatee	311,058	Prime	Water Main	2021/2022	SONOC Co LLC Nocatee	Mike Daliberti, 904-992-9750
Seabrook Village Phase 1 Nocatee	3,312,710	Sub	Water, Reuse, FM, Sewer	2021/2023	SONOC Co LLC Nocatee	Mike Daliberti, 904-992-9750
Coral Ridge Ph 1 & : Nocatee	1,664,362	Sub	Water, Reuse, FM, Sewer	2022/2023	SONOC Co LLC Nocatee	Mike Daliberti, 904-992-9750
Crosswinds at Nocatee Nocatee	542,206	Sub	Water, Reuse, FM Sewer	2022/2023	SONOC Co LLC Nocatee	Mike Daliberti, 904-992-9750

<sup>1</sup> 'Prime or Sub' should indicate whether Proposer performed the work as a prime contractor or as a subcontractor.

<sup>2</sup> 'Owner Name/ Location' should indicate the Owner of the project if the Proposer performed the work as a prime contractor or the general contractor if the Proposer performed the work as a subcontractor.

<sup>3</sup> 'Name & Phone Number of Owner's Representative on this Project' should list a reference from the business entity listed in the previous column familiar with Proposer's contract performance.

**AFFIDAVIT FOR INDIVIDUAL**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

\_\_\_\_\_, being duly sworn, deposes and says that the statements and answers to the preceding questions are correct and true as of this date; and that he/ she understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitute fraud; and, that the Developer considers such action on the part of the Proposer to constitute good cause for rejecting Proposer's proposal.

\_\_\_\_\_  
(Proposer must also sign here)

Sworn to before this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public / Expiration Date:

(SEAL)

**AFFIDAVIT FOR PARTNERSHIP**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

\_\_\_\_\_, is a member of the firm of \_\_\_\_\_, being duly sworn, deposes and says that the statements and answers to the preceding questions are correct and true as of the date of this affidavit; and, that he/ she understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and, that the Developer considers such action on the part of the Proposer to constitute good cause for rejecting Proposer's proposal.

\_\_\_\_\_  
(Signature of a General Partner is Required)

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public / Expiration Date:

(SEAL)



**AFFIDAVIT FOR CORPORATION**

STATE OF Florida )  
 )  
COUNTY OF Duval ) SS


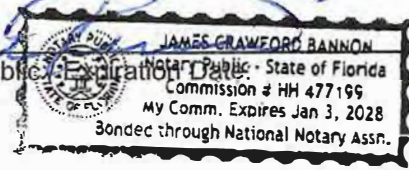
Michael Woodall

(title) President  
of the John Woody, Inc., (a corporation described herein) being duly sworn, deposes and says that the statements and answers to the preceding questions are correct and true as of the date of this affidavit; and, that he/ she understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and, that the Developer considers such action on the part of the Proposer to constitute good cause for rejecting Proposer's proposal.

  
(Officer must also sign here)

CORPORATE SEAL

Sworn to before me this 19<sup>th</sup> day of January, 2024.

  
Notary Public:   
(SEAL)

## RANGER STATION ROADWAY

## PART II. PROPOSAL FORM – (D) FINANCIAL CAPACITY

1. *Provide copies of the Proposer's financial statements, showing assets and liabilities, for each of the past three years. Also attach an interim balance sheet not more than 60 days old. Certified copies accompanied by an auditor's opinion are strongly encouraged, but not required.*
2. *Complete the following chart for each of the past five years:*

YEAR	ANNUAL REVENUE	# OF PROJECTS COMPLETED	LARGEST PROJECT SIZE
2023	8,772,255.00	4	3,312,710.35
2022	3,913,875.00	6	2,519,787.75
2021	8,002,769.00	10	2,436,421.70

3. *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors filed for bankruptcy, either voluntary or involuntary, within the past 10 years? Yes ( ) No (✓) If yes, provide the following:*

Identify the Case # and Tribunal: N/A

Describe the Nature of the Action: N/A

\_\_\_\_\_

\_\_\_\_\_

Describe the Proposer's Role in the Action and Describe the Status and/or Resolution:

N/A

\_\_\_\_\_

4. Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors executed an assignment for the benefit of creditors within the past 10 years? Yes ☐ No ☒ If yes, please explain:

N/A

5. *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors defaulted on a loan or other financial obligation (e.g., failing to pay subcontractors or materialmen) within the past 10 years? Yes ☐ No ☒ If yes, please explain:*

N/A

6. *What is the Proposer's proposed insurance for the Project?* Refer to the form of contract for minimum amounts.

Workers' Compensation

- a. State Worker's Compensation – Greater of statutorily required amount or \$ 1,000,000 per occurrence / \$ 1,000,000 aggregate / \$ 1,000,000 per disease
- b. Applicable Federal (e.g., United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, etc.) – Greater of statutorily required amount or \$ \_\_\_\_\_
- c. Employer's Liability – \$ 1,000,000

Commercial General Liability Insurance

- a. Bodily Injury, Sickness, Disease or Death, and Property Damage, per Occurrence - \$ 1,000,000

- b. Bodily Injury, Sickness, Disease or Death, and Property Damage, Aggregate - \$ 2,000,000
- c. Products-Completed Operations - \$ 2,000,000
- d. Personal and Advertising Injury - \$ 1,000,000
- e. Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable.

Automobile Liability

- a. Bodily Injury:
  - Each Person \$ 1,000,000
  - Each Accident \$ 1,000,000
- b. Property Damage:
  - Each Occurrence \$ 1,000,000

Pollution Insurance (covering third-party injury and property damage claims, including clean-up costs) \$ 1,000,000/2,000,000

Protection and Indemnity Insurance \$ N/A

Contractual Liability coverage

- a. General Aggregate \$ 1,000,000
- b. Bodily Injury and Property Damage Combined Each Occurrence \$ 2,000,000

Umbrella Insurance (above the Commercial Liability, Automobile Liability, Employers Liability, Pollution Insurance, Protection and Indemnity Insurance and Contractual Liability Insurance listed herein)

- a. General Aggregate \$ 5,000,000
- b. Each Occurrence \$ 5,000,000

Builder's Risk Insurance for the amount of the Project? YES / NO

Boiler & Machinery Insurance?

(List items on separate page) YES / NO

Other \$ \_\_\_\_\_

Other \$ \_\_\_\_\_

**(Attach a copy of a current insurance certificate evidencing the contractor's insurance.)**





## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Cecil W. Powell & Company 219 N. Newnan Street Jacksonville, FL 32202	<b>CONTACT</b> Sue Esser <b>NAME:</b> <b>PHONE</b> (A/C, No, Ext): (904) 353-3181 <b>FAX</b> (A/C, No): (904) 353-5722 <b>E-MAIL</b> ADDRESS: SEsser@cwpowellins.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> National Trust Insurance Co <b>INSURER B:</b> FCCI Insurance Company <b>INSURER C:</b> Bridgefield Casualty Ins Co <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
<b>INSURED</b>  John Woody, Inc P O Box 60218 Jacksonville, FL 32236	<b>NAIC #</b> 20141 10178 10335	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD: WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		GL10007503702	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EBL AGGREGATE \$ 1,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> \$1000 Comp/Coll		CA10007503602	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		UMB10007503802	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Follow Form \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	19654194	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

For Bid Purposes Only  
For Bid Purposes

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan Jordan



7. **What are the Proposer's current bonding limits?**

Name of Proposer's Bonding Company

Merchants Bonding Company

Address

P.O. Box 14498, Des Moines, Iowa 50306-3498

Approved Bonding Capacities:

Aggregate Limit \$ 50,000,000

Single Project Limit \$ 25,000,000

Total Current Contracts Bonded \$ 2,929,276

Name of Proposer's Bonding Agency Cecil W. Powell & Company

Address 219 Newnan Street, P.O. Drawer 41490, Jacksonville, FL 32203

Contact Name Ben Powell Telephone: 904-256-0104

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that **John Woody, Inc.** as Principal, hereinafter called the Principal, and **Merchants National Bonding, Inc.** a corporation duly organized under the laws of the State of **IA** as Surety, hereinafter called the Surety, are held and bound unto **EverDev, LLC** as Obligee, hereinafter called the Obligee, in the sum of

**Five Percent of Bid Amount Dollars ( \$ 5% )**

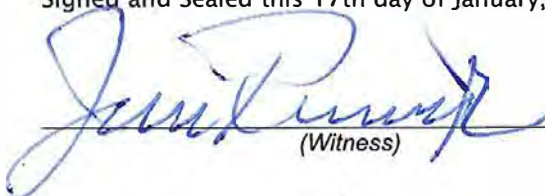
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

**Ranger Station Roadway  
JEA Water, Reuse and Force Main Improvements**

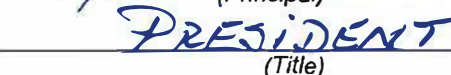
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and Sealed this 17th day of January, 2024

  
(Witness)

  
(Witness)

  
John Woody, Inc.  
(Principal) (Seal)

  
PRESIDENT  
(Title)

**Merchants National Bonding, Inc.**

  
(Surety) (Seal)  
(Title)

Benjamin Powell Attorney in Fact

**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Benjamin Powell; Fitzhugh K Powell Jr; Robert T Theus; Susan W Jordan

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December, 2022.



MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

*Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 8th day of December, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Kim Lee*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 17th day of January, 2024.



*William Warner Jr.*  
Secretary



## Addendum

ADDENDUM NO.

One (1) ✓

DATE OF ADDENDUM: December 18, 2023

TITLE OF BID: **RANGER STATION ROADWAY,  
JEA WATER, REUSE AND FORCEMAIN IMPROVEMENTS**

PROPOSAL DUE DATE & TIME: January 19, 2023 @ 3:00 p.m. (unchanged)

**THIS ADDENDUM IS ISSUED FOR THE INFORMATION OF BIDDERS ON  
THE ABOVE TITLED PROJECT AND WILL BE A PART OF THE CONTRACT**

### General

1. The sign in sheet and Agenda from the December 15, 2023 Pre-Proposal Meeting is included.
2. Attention is called that the Roadway and Drainage Contractor is Vallencourt Construction.
3. Attention is called that the Utility Contractor is responsible for all MOT associated with the Utility installation.
4. Required Schedule shall be based on the Phase 1 Construction.
5. Clarification is provided that Pig Stations will not be required.

### Plans

1. Sheet 362: Revised text for bends on 8" Reuse Stub-Out.

As noted in the Project Manual documents are provided to the Proposer solely as a point of reference and a courtesy and should in no way be relied on by the Proposer as complete. Such reliance is at the sole and absolute risk of the Proposer.

As stated in the Project Manual, any and all questions relative to this project that may result in a change in the project documents should be received by January 12, 2023. Any questions after that date may or may not be addressed prior to the proposal due date and time.

End Addendum-1

**England-Thims & Miller, Inc.**  
14775 Old St. Augustine Road, Jacksonville, Florida 32258  
Phone: (904) 642-8990 • Fax: (904) 646-9485 • <http://www.etm-inc.com>





## Addendum

ADDENDUM NO.

Two (2) ✓

DATE OF ADDENDUM:

January 5, 2024

TITLE OF BID: RANGER STATION ROADWAY,  
JEA WATER, REUSE AND FORCEMAIN IMPROVEMENTS

PROPOSAL DUE DATE & TIME: January 19, 2024 @ 3:00 p.m. (unchanged)

THIS ADDENDUM IS ISSUED FOR THE INFORMATION OF BIDDERS ON  
THE ABOVE TITLED PROJECT AND WILL BE A PART OF THE CONTRACT

### Project Manual Revision

1. The Proposal (Official Bid Form) within the Project Manual has been revised to address comments from JEA. This revised Proposal (Official Bid Form) has a revision date of January 4, 2024, and has been incorporated into the Project Manual on the FTP site. **Please ensure that you use this Proposal (Official Bid Form) for the Proposal that is submitted instead of the prior one.**

### Plans

**Question:** "On sheet 280 the water tie-in, should this be a Tapping sleeve & valve?"

**Response:** "Per JEA, both the Water Main and the Force Main connections at USI shall be Cut-in Tee connections. Please see revised sheet 280 and 283 attached."

As noted in the Project Manual documents are provided to the Proposer solely as a point of reference and a courtesy and should in no way be relied on by the Proposer as complete. Such reliance is at the sole and absolute risk of the Proposer.

As stated in the Project Manual, any and all questions relative to this project that may result in a change in the project documents should be received by January 12, 2024. Any questions after that date may or may not be addressed prior to the proposal due date and time.

End Addendum-2

**England-Thimys & Miller, Inc.**

14775 Old St. Augustine Road, Jacksonville, Florida 32258

Phone: (904) 642-8990 • Fax: (904) 646-9485 • <http://www.etminc.com>





## Addendum

ADDENDUM NO.

Three (3) ✓

DATE OF ADDENDUM:

January 17, 2024

TITLE OF BID: **RANGER STATION ROADWAY,  
JEA WATER, REUSE AND FORCEMAIN IMPROVEMENTS**

PROPOSAL DUE DATE & TIME: January 19, 2024 @ 3:00 p.m. (unchanged)

**THIS ADDENDUM IS ISSUED FOR THE INFORMATION OF BIDDERS ON  
THE ABOVE TITLED PROJECT AND WILL BE A PART OF THE CONTRACT**

1. **Question:** "In phase I, at STA 510+16.06, on the water main, there is a stub out called to be 20" DR 18 pipe. JEA typically asks for DIP over 16" on watermain. Should this branch be DIP, or the DR 18 as called out?"

**Response:** DIP material to be used for 20" Water Main.

2. **Question:** "JEA Standards say that DR25 PVC pipe can be used on forcemains 16" and over. Can DR 25 be used in place of the DR18?"

**Response:** Use DR18 material as specified in the plans.

3. **Question:**

- a. "Is there an amount of time that JEA will allow for the tie ins within the US 1 ROW?"
- b. "Does JEA know the amount of distance/location of existing valves on the forcemain line?"
- c. "How many pump stations are tied to it, and an estimate of how much flow runs through it?"

**Response:**

- a. JEA will work with the contractor to allow shutdowns at night.
- b. Based on the JEA service maps valves are located:

WM

Approximately 1,400 ft north of the connection. In front of the Above Athletics

Approximately 500 ft South of the connection. North of the JEA Plant driveway

FM

Approximately 500 ft north of the connection. In front of the Above Athletics

Approximately 2,200 ft South of the connection. South of Nocatee Parkway

- c. JEA has not specified.

As noted in the Project Manual documents are provided to the Proposer solely as a point of reference and a courtesy and should in no way be relied on by the Proposer as complete. Such reliance is at the sole and absolute risk of the Proposer.

As stated in the Project Manual, any and all questions relative to this project that may result in a change in the project documents should be received by January 12, 2024. Any questions after that date may or may not be addressed prior to the proposal due date and time.

End Addendum-3

**England • Thims & Miller, Inc.**

14775 Old St. Augustine Road, Jacksonville, Florida 32258

Phone: (904) 642-8990 • Fax: (904) 646-9485 • <http://www.etminc.com>

**Revised: January 4, 2024**

**PROPOSAL**

**(Official Bid Form)**

**FOR**

**RANGER STATION ROADWAY -  
JEA WATER, REUSE AND FORCE MAIN IMPROVEMENTS**

**FOR**

**EV RDEV, LLC**

**TO BE SUBMITTED TO:**

**EV RDEV, LLC  
C/O ENGLAND-THIMS & MILLER, INC.  
14775 Old St. Augustine Road  
Jacksonville, FL 32258**

**on or before January 19, 2024 @ 3:00 P.M.  
PUBLIC OPENING**

**TO: EV RDEV, LLC**

**FROM: John Woody, Inc.  
(Contractor)**

In accordance with the Request for Proposal inviting proposals for Ranger Station Roadway JEA Water, Reuse and Force Main Improvements, the undersigned proposes to perform all work necessary to construct a complete utility system, including water main, reclaimed watermain and force main, as shown on the plans released for bid and the Geotechnical Report prepared by ECS Florida, LLC, and in accordance with all JEA and City of Jacksonville requirements, JEA Standards and Specifications and the Florida Department of Environmental Protection Potable Water and Domestic Wastewater permits. Technical Project Specifications for this project is subject to the JEA specifications in publication at the time of bid. Please visit JEA.com for further information. Attention is called to the required coordination of the proposed work with the existing roadway work being conducted within this same corridor. Proposer is required to provide for close coordination and scheduling of the work with the existing site work currently being performed by Vallencourt Construction. It is imperative that Proposer take this coordination into account when preparing their proposal. Substantial Completion of Phase I shall be achieved within 100 calendar days, and Final Completion of Phase I shall be achieved within 130 calendar days.

All proposals shall be for complete work in accordance with the construction plans. (No partial proposals accepted.)

TO: EVRDEV, LLC

From: John Woody, Inc.

In response to your Request for Proposal, the undersigned hereby submits our Proposal for the **Ranger Station Roadway – JEA Water, Reuse and Force Main Improvements** project. This Proposal has been prepared and submitted subject to the conditions and requirements set forth in the Project Manual, including all Addenda. All of the documents included in the Project Manual and Addenda thereto, so far as they relate to this Proposal, are made a part hereof. The undersigned (Contractor) herewith proposes to perform the work stipulated for the unit and/or lump sum prices given by the Summary of Costs and schedule of values that is part hereof.

The undersigned has carefully checked the Summary of Costs and schedule of values against the Project Manual, including but not limited to the plans and specifications, general and special conditions and other contract documents and all Addenda before proposing this Proposal and accepts them as correctly listing the complete work to be done in accordance with the Project Manual, including but not limited to the plans and specifications, general and special conditions and other contract documents.

The undersigned Proposer examined the entire Project Manual, including but not limited to the Request for Proposal, plans and specifications, General and Special Conditions, and other contract documents and all addenda and is acquainted with and fully understands the extent and character of the work covered by this Proposal and the specified requirements for the work to be performed for the Project. Further, the Proposer has examined the work site and is fully informed as to conditions at this site. The Proposer understands that all work provided for in the Project Manual, including but not limited to all contract-related documents, as may be amended, shall be warranted to the benefit of the City of Jacksonville (COJ) provided until at least 12 months after as-built approval by COJ. All other work shall be warranted in accordance with the Contract Documents. However, none of the above is intended to shorten the statutory or common law construction warranties to which the District is otherwise entitled.

The undersigned Proposer certifies that no officer or agent of EVRDEV, LLC is directly or indirectly interested in this Proposal.

The undersigned Proposer states that this Proposal is made in conformity with the Project Manual and agrees that in case of any discrepancy or differences between any condition of his or her Proposal and those of the Project Manual, the provisions of the latter shall prevail.

The undersigned Proposer certifies that he or she has carefully examined the project site, made his/her own measurements and calculations and prepared and checked the foregoing Proposal after the same was completed and has verified every item placed thereon; and agrees to indemnify, defend and hold harmless EVRDEV, LLC and England-Thims and Miller, Inc. against any cost, damage or expense which may be incurred or caused by error in his or her preparation of the same.

The undersigned acknowledges, by execution of this Proposal, that all information provided herein has been provided in full and that such information is truthful and accurate. Proposer agrees through submission of this Proposal to honor all pricing information one hundred twenty (120) days from that date of the Proposal opening, and if awarded a contract on the basis of this Proposal, or a portion thereof, to enter into and execute the EJCDC standard form of agreement in substantially the form included in the Project Manual. Further the Contractor warrants the pricing provided in the Proposal shall remain valid and binding for the term of the agreement and not subject to escalation, including for gasoline, labor or material price increases.

Proposer understands that inclusion of false, deceptive, or fraudulent statements on the Proposal constitutes fraud; and that the District considers such action on the part of the Proposer to constitute good cause for denial, suspension or revocation of a Proposal for work for EVRDEV, LLC.

John Woody, Inc.  
Name of Organization

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

This 19th day of January, 2024

By: Michael Woodall / President  
Name and Title of Person Signing

(Apply Corporate Seal if filing as a Corporation)



## RANGER STATION ROADWAY JEA WATER, REUSE AND FORCEMAIN IMPROVEMENTS

### BID SUMMARY

#### Part 1 - Phase 1 (US1 to Sta. 522+65)

A.	MOBILIZATION	
B.	EROSION AND SEDIMENT CONTROL	
C.	MAINTENANCE OF TRAFFIC (US-1 UTILITIES)	
D.	WATER MAIN (JEA PARTICIPATION)	\$ 1,982,180.00
E.	RECLAIMED WATER MAIN (JEA PARTICIPATION)	\$ 1,667,880.00
F.	FORCE MAIN (JEA PARTICIPATION)	\$ 1,315,880.00
G.	WATER MAIN (NO JEA PARTICIPATION)	\$ 178,800.00
H.	RECLAIMED WATER MAIN (NO JEA PARTICIPATION)	\$ 83,420.00
I.	FORCE MAIN (NO JEA PARTICIPATION)	\$ 28,370.00
J.	UNSUITABLE MATERIAL REMOVAL AND REPLACEMENT	
K.	COORDINATION WITH OTHER ON-SITE CONTRACTORS	
L.	STORMWATER POLLUTION PREVENTION PLAN	
M.	TESTING	
N.	AS-BUILTS	
O.	BONDING	

**PART 1 SUBTOTAL LUMP SUM BID (ITEMS D – I)**

**\$ 5,256,530.00**

#### Part 2 - Phase 2 (Sta. 522+65 to Sta. 588+34)

P.	MOBILIZATION	
Q.	EROSION AND SEDIMENT CONTROL	
R.	WATER MAIN (JEA PARTICIPATION)	\$ 2,254,708.00
S.	RECLAIMED WATER MAIN (JEA PARTICIPATION)	\$ 1,816,350.00
T.	FORCE MAIN (JEA PARTICIPATION)	\$ 1,759,336.00
U.	WATER MAIN (NO JEA PARTICIPATION)	\$ 161,375.00
V.	RECLAIMED WATER MAIN (NO JEA PARTICIPATION)	\$ 24,972.00
W.	FORCE MAIN (NO JEA PARTICIPATION)	\$ 39,950.00
X.	UNSUITABLE MATERIAL REMOVAL AND REPLACEMENT	
Y.	COORDINATION WITH OTHER ON-SITE CONTRACTORS	
Z.	STORMWATER POLLUTION PREVENTION PLAN	
AA.	TESTING	

BB. AS-BUILTS  
CC. BONDING

<b>PART 2 SUBTOTAL LUMP SUM BID (ITEMS R – W)</b>	<b>\$6,056,691.00</b>
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**Part 3 - Phase 3 (Sta. 588+34 to Sta 650+75)**

DD.	MOBILIZATION	
EE.	EROSION AND SEDIMENT CONTROL	
FF.	WATER MAIN (JEA PARTICIPATION)	\$ 1,998,992.00
GG.	RECLAIMED WATER MAIN (JEA PARTICIPATION)	\$ 1,640,947.00
HH.	FORCE MAIN (JEA PARTICIPATION)	\$ 1,725,928.00
II.	WATER MAIN (NO JEA PARTICIPATION)	\$ 201,490.00
JJ.	RECLAIMED WATER MAIN (NO JEA PARTICIPATION)	\$ 68,548.00
KK.	FORCE MAIN (NO JEA PARTICIPATION)	\$ 47,960.00
LL.	UNSUITABLE MATERIAL REMOVAL AND REPLACEMENT	
MM.	COORDINATION WITH OTHER ON-SITE CONTRACTORS	
NN.	STORMWATER POLLUTION PREVENTION PLAN	
OO.	TESTING	
PP.	AS-BUILTS	
QQ.	BONDING	

<b>PART 3 SUBTOTAL LUMP SUM BID (ITEMS FF – KK)</b>	<b>\$5,683,865.00</b>
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<b>GRAND TOTAL LUMP SUM BID (PARTS 1-3)</b>	<b>\$16,997,086.00</b>
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**BID ALTERNATE NO. 1 – CONSTRUCTION OF PHASES 1, 2 AND 3, CONCURRENTLY**

This bid alternate is to provide the deductive amount if all three phases are constructed concurrently.

TOTAL LUMP SUM DEDUCT: \$ 186.00



**Part 1 - Phase 1 (US1 to Sta. 522+65)**

**A. MOBILIZATION**

Includes all preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site. Includes the costs of any required insurance, bonds and any other pre-construction expense necessary for the start of the work, excluding the cost of construction materials.

***NOTE: The cost for this Bid Item shall be included in Bid Items D – I, allocated between those six Bid Items as deemed appropriate by the Proposer.***

**B. EROSION AND SEDIMENT CONTROL**

Includes all measures that are required to comply with the State of Florida and City of Jacksonville water quality standards. This includes all such measures that shall prevent the discharge of turbid waters from the site and minimize erosion of all graded areas. This includes sodding of all disturbed areas.

***NOTE: The cost for this Bid Item shall be included in Bid Items D – I, allocated between those six Bid Items as deemed appropriate by the Proposer.***

**C. MAINTENANCE OF TRAFFIC (US-1 UTILITIES)**

Includes all costs associated with implementing the Maintenance of Traffic Plan for the utility portion of this project as depicted on the plans and in accordance with the FDOT Standard Index 600 series, which may include but is not limited to:

INSTALLATION AND REMOVAL OF SPECIAL DETOURS AND DIVERSIONS  
NON-PEAK HOURS CONSTRUCTION  
COMMERCIAL MATERIAL FOR DRIVEWAY MAINTENANCE  
OFF-DUTY LAW ENFORCEMENT OFFICERS  
FLAGGERS  
WORK ZONE SIGNS  
BUSINESS SIGNS  
BARRIER WALL (TEMPORARY) (RELOCATE)(CONCRETE)  
GUARDRAIL (TEMPORARY)  
BARRICADE (TEMPORARY) (TYPES I, II, VP & DRUM)  
BARRICADE (TEMPORARY) (TYPE III) (6')  
PANELS ARROW ADVANCE WARNING  
HIGH INTENSITY FLASHING LIGHTS (TEMP – TYPE B)  
MARKER PAVT REFLECTIVE (TEMPORARY)  
LIGHTS (TEMP-BARR. WALL MOUNT) (TYPE C STEADY BURN)  
IMPACT ATTENUATOR (REDIRECTIVE OPTION) (TEMPORARY)  
BARRICADE (TO REMAIN) (TYPE III) (6')  
SIGN VARIABLE MESSAGE (TEMPORARY)  
PAVT MARKING TEMPORARY PAINT  
PAVT MARKING REMOVABLE

PAVT MARKING REMOVABLE (RPM)  
ACCESS FOR RESIDENCES AND BUSINESSES  
COORDINATION WITH EMERGENCY SERVICE PROVIDERS  
FENCE AND GATE MAINTENANCE

**NOTE: The cost for this Bid Item shall be included in Bid Items D – I, allocated between those six Bid Items as deemed appropriate by the Proposer.**

D. WATER MAIN (JEA PARTICIPATION)

Includes the construction of the 24" DI JEA potable water main within the Ranger Station Roadway and EverRange Parkway rights of way, from the point of connection at Sta. 100+30+/- (in US 1 R/W) to Sta. 522+65 (end of Phase 1), as shown within the construction plans. Includes all 24" pipe, 24" valves, Tees installed in the 24" main, 24" fittings, connection to the existing water distribution systems, pressure testing, flushing, disinfection, bacteriological testing, locate wires and appurtenances, plugs, backfill and compaction to JEA and City of Jacksonville Standards of material over the pipe, and the removal, disposal and replacement of any unsuitable material encountered and all other work (including dewatering) necessary to complete the installation of the system. Additionally, this work includes the acceptance testing, JEA warranty and maintenance and other items not specifically mentioned, but necessary for a complete and operable system as shown on the drawings and in accordance with the JEA and Florida Department of Environmental Protection requirements.

**NOTE: This item specifically does not include piping, valves, fire hydrants and other fittings/appurtenances smaller than 24". The cost for those items are to be included in Bid Item G.**

TOTAL LUMP SUM PRICE ITEM D:	
\$ 1,982,180.00	(Numerals)
ONE MILLION NINE HUNDRED EIGHTY TWO THOUSAND ONE HUNDRED EIGHTY AND 0/100	(Written)

E. RECLAIMED WATER MAIN (JEA PARTICIPATION)

Includes the construction of the 20" DI JEA reclaimed water main within the Ranger Station Roadway and EverRange Parkway rights of way, from the point of connection at Sta. 100+30+/- (in US 1 R/W) to Sta. 522+65 (end of Phase 1), as shown within the construction plans. Includes all 20" pipe, 20" valves, Tees installed in the 20" main, 20" fittings, connection to the existing reclaim water distribution systems, pressure testing, flushing, locate wires and appurtenances, plugs, backfill and compaction to JEA and City of Jacksonville Standards of material over the pipe and the removal, disposal and replacement of any unsuitable material encountered and all other work (including dewatering) necessary to complete the installation of the system. This work also includes the acceptance testing, JEA warranty and maintenance and other items not specifically mentioned, but necessary for a complete and operable system as shown on the drawings and in accordance with the JEA and Florida Department of Environmental Protection requirements.

**NOTE: This item specifically does not include piping, valves and other fittings/appurtenances smaller than 20". The cost for those items are to be included in Bid Item H.**

TOTAL LUMP SUM PRICE ITEM E:	
\$ 1,667,880.00	(Numerals)
ONE MILLION SIX HUNDRED SIXTY SEVEN THOUSAND EIGHT HUNDRED EIGHTY AND 0/100 (Written)	

**F. FORCE MAIN (JEA PARTICIPATION)**

Includes the construction of the 20" PVC JEA reclaimed water main within the Ranger Station Roadway right of way, from the point of connection at Sta. 100+30+/- (in US 1 R/W) to Sta. 522+65 (end of Phase 1), as shown within the construction plans. Includes all 20" pipe, 20" valves, 20" fittings, Tees installed in the 20" main, connection to the existing force main, pressure testing, flushing, locate wires and appurtenances, plugs, backfill and compaction to JEA and City of Jacksonville Standards of material over the pipe and the removal, disposal and replacement of any unsuitable material encountered and all other work (including dewatering) necessary to complete the installation of the system. This work also includes the acceptance testing, JEA warranty and maintenance and other items not specifically mentioned, but necessary for a complete and operable system as shown on the drawings and in accordance with the JEA and Florida Department of Environmental Protection requirements.

**NOTE: This item specifically does not include piping, valves and other fittings/appurtenances smaller than 20". The cost for those items are to be included in Bid Item I.**

TOTAL LUMP SUM PRICE ITEM F:	
\$ 1,315,880.00	(Numerals)
ONE MILLION THREE HUNDRED FIFTEEN THOUSAND EIGHT HUNDRED EIGHTY AND 0/100 (Written)	

**G. WATER MAIN (NO JEA PARTICIPATION)**

Includes the construction of the less than 24" portions of the water main, including all pipes, valves, fire hydrants and other fittings/appurtenances that are not included in Bid Item D.

TOTAL BASIS OF BID PRICE ITEM G:	
\$ 178,800.00	(Numerals)
ONE HUNDRED SEVENTY EIGHT THOUSAND EIGHT HUNDRED AND 0/100 (Written)	

**H. RECLAIMED WATER MAIN (NO JEA PARTICIPATION)**

Includes the construction of the less than 20" portions of the reclaimed water main, including all pipes, valves and other fittings/appurtenances that are not included in Bid Item E.



TOTAL BASIS OF BID PRICE ITEM H:	
\$ 83,420.00	(Numerals)
EIGHTY THREE THOUSAND FOUR HUNDRED TWENTY AND 0/100	(Written)

I. FORCE MAIN (NO JEA PARTICIPATION)

Includes the construction of the less than 20" portions of the force main, including all pipes, valves and other fittings/appurtenances that are not included in Bid Item F.

TOTAL BASIS OF BID PRICE ITEM I:	
\$28,370.00	(Numerals)
TWENTY EIGHT THOUSAND THREE HUNDRED SEVENTY AND 0/100	(Written)

J. UNSUITABLE MATERIAL REMOVAL AND REPLACEMENT

Includes removal of all unsuitable material encountered, naturally occurring or otherwise, that is not included in regular utility excavation, as required for utility construction. Also includes replacement of removed unsuitable material with suitable fill, compacted in 12" lifts to 98% of the Modified Proctor maximum dry density, in accordance with the Report of Geotechnical Exploration. Suitable fill material shall be imported from offsite source(s) secured by the contractor and approved by Owner and Engineer. Excess Unsuitable Material shall be disposed of off-site at a location secured by the Contractor.

BASIS OF BID QUANTITY: 1,000 CUBIC YARDS

**NOTE: The cost for this Bid Item shall be included in Bid Items D – I, allocated between those six Bid Items as deemed appropriate by the Proposer.**

K. COORDINATION WITH OTHER ON-SITE CONTRACTORS

The selected Utility Contractor shall re-establish all earthwork grades disturbed by the installed utilities (to within 0.1' of the grades established by the roadway contractor) upon completion of the utility installations. This grading work shall be accomplished in a timely manner so as not to delay the roadway contractor's project schedule. The Contractor shall coordinate with the roadway Contractor before, during and after construction to ensure that all proposed water, reclaim and force main improvements and connections are installed as shown on the drawings and specifications and in accordance with JEA and Florida Department of Environmental Protection requirements. Additionally, Contractor will be expected to coordinate with the roadway Contractor in such a way as to not impede their construction, and such coordination should be reflected in the project schedule and in the price reflected in this bid item. Contractor will be required to provide, in writing, a weekly status report to the roadway Contractor, Owner's representative and engineer depicting the portion of the water and reclaim improvements that were installed that week and the anticipated portion of the water and reclaim improvements to be installed in the week ahead. Contractor shall be responsible for any delay in the roadway Contractor's work due to lack of coordination and/or delays associated with the work herein. The cost of this coordination shall be included in this proposal item.

**NOTE: The cost for this Bid Item shall be included in Bid Items D – I, allocated between those six Bid Items as deemed appropriate by the Proposer.**

L. STORMWATER POLLUTION PREVENTION PLAN

The Contractor shall adhere to all Federal rules and regulations regarding the National Pollutant Discharge Elimination System (NPDES) for construction and ground water discharge. The Storm Water Pollution Prevention Plan (SWPPP) included in these plans shall establish the minimum requirements allowed. The Contractor shall implement additional measures, as required, to ensure compliance with the NPDES requirements. Note: Contractor shall also obtain and have analyzed dewatering discharge samples after the commencement of construction in accordance with the FDEP Generic Permit for the Discharge of Produced Groundwater.

**NOTE: The cost for this Bid Item shall be included in Bid Items D – I, allocated between those six Bid Items as deemed appropriate by the Proposer.**

M. TESTING

The costs for all testing associated with the backfill of the utility trenches are to be included in the Contractor's Contract. This includes, but is not limited to, all material tests, compaction tests, etc. The Owner must approve the Contractor's testing company.

**NOTE: The cost for this Bid Item shall be included in Bid Items D – I, allocated between those six Bid Items as deemed appropriate by the Proposer.**

N. AS-BUILTS

Cost of providing ALL as-builts of the potable water system, reclaimed water systems, force main water systems, site work as required by the JEA, Florida Department of Environmental Protection, and City of Jacksonville.

**NOTE: The cost for this Bid Item shall be included in Bid Items D – I, allocated between those six Bid Items as deemed appropriate by the Proposer.**

O. BONDING

O.1 PAYMENT AND PERFORMANCE BOND

Cost of providing a payment and performance bond in accordance with project specifications.

**NOTE: The cost for this Bid Item shall be included in Bid Items D – I, allocated between those six Bid Items as deemed appropriate by the Proposer.**

O.2. CONTRACTOR'S WARRANTY

Cost of providing a Contractor's warranty in accordance with JEA's standard requirements and the project specifications.

**NOTE: The cost for this Bid Item shall be included in Bid Items D – I, allocated between those six Bid Items as deemed appropriate by the Proposer.**



**Part 2 - Phase 2 (Sta. 522+65 to Sta. 588+34)**

**P. MOBILIZATION**

Includes all preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site. Includes the costs of any required insurance, bonds and any other pre-construction expense necessary for the start of the work, excluding the cost of construction materials.

**NOTE: The cost for this Bid Item shall be included in Bid Items R – W, allocated between those six Bid Items as deemed appropriate by the Proposer.**

**Q. EROSION AND SEDIMENT CONTROL**

Includes all measures that are required to comply with the State of Florida and City of Jacksonville water quality standards. This includes all such measures that shall prevent the discharge of turbid waters from the site and minimize erosion of all graded areas. This includes sodding of all disturbed areas.

**NOTE: The cost for this Bid Item shall be included in Bid Items R – W, allocated between those six Bid Items as deemed appropriate by the Proposer.**

**R. WATER MAIN (JEA PARTICIPATION)**

Includes the construction of the 24" DI JEA potable water main within the Ranger Station Roadway right of way, from the point of connection at Sta. 522+65 (end of Phase 1) to Sta. 588+34 (end of Phase 2), as shown within the construction plans. Includes all 24" pipe, 24" valves, Tees installed in the 24" main, 24" fittings, connection to the existing water distribution systems, pressure testing, flushing, disinfection, bacteriological testing, locate wires and appurtenances, pipe bedding and compaction to JEA and City of Jacksonville Standards of material over the pipe, and the removal, disposal and replacement of any unsuitable material encountered and all other work (including dewatering) necessary to complete the installation of the system. Additionally, this work includes the acceptance testing, JEA warranty and maintenance and other items not specifically mentioned, but necessary for a complete and operable system as shown on the drawings and in accordance with the JEA and Florida Department of Environmental Protection requirements.

**NOTE: This item specifically does not include piping, valves, fire hydrants and other fittings/appurtenances smaller than 24". The cost for those items are to be included in Bid Item U.**

TOTAL LUMP SUM PRICE ITEM R:

\$ 2,254,708.00

(Numerals)

TWO MILLION TWO HUNDRED FIFTY FOUR THOUSAND SEVEN HUNDRED EIGHT AND 0/100

(Written)

**S. RECLAIMED WATER MAIN (JEA PARTICIPATION)**

Includes the construction of the 20" DI JEA reclaimed water main within the Ranger Station Roadway right of way, from the point of connection at Sta. 522+65 (end of Phase 1) to Sta. 588+34 (end of Phase 2), as shown within the construction plans. Includes all 20" pipe, 20" valves, Tees installed in the 20" main, 20" fittings, connection to the existing reclaim water distribution systems, pressure testing, flushing, locate wires and appurtenances, plugs, backfill and compaction to JEA and City of Jacksonville Standards of material over the pipe and the removal, disposal and replacement of any unsuitable material encountered and all other work (including dewatering) necessary to complete the installation of the system. This work also includes the acceptance testing, JEA warranty and maintenance and other items not specifically mentioned, but necessary for a complete and operable system as shown on the drawings and in accordance with the JEA and Florida Department of Environmental Protection requirements.

**NOTE: This item specifically does not include piping, valves and other fittings/appurtenances smaller than 20". The cost for those items are to be included in Bid Item V.**

TOTAL LUMP SUM PRICE ITEM S:	
\$1,816,350.00	(Numerals)
ONE MILLION EIGHT HUNDRED SIXTEEN THOUSAND THREE HUNDRED FIFTY AND 0/100	(Written)

**T. FORCE MAIN (JEA PARTICIPATION)**

Includes the construction of the 20" PVC JEA reclaimed water main within the Ranger Station Roadway right of way, from the point of connection at Sta. 522+65 (end of Phase 1) to Sta. 588+34 (end of Phase 2), as shown within the construction plans. Includes all 20" pipe, 20" valves, 20" fittings, Tees installed in the 20" main connection to the existing force main, pressure testing, flushing, locate wires and appurtenances, plugs, backfill and compaction to JEA and City of Jacksonville Standards of material over the pipe and the removal, disposal and replacement of any unsuitable material encountered and all other work (including dewatering) necessary to complete the installation of the system. This work also includes the acceptance testing, JEA warranty and maintenance and other items not specifically mentioned, but necessary for a complete and operable system as shown on the drawings and in accordance with the JEA and Florida Department of Environmental Protection requirements.

**NOTE: This item specifically does not include piping, valves and other fittings/appurtenances smaller than 20". The cost for those items are to be included in Bid Item W.**

TOTAL LUMP SUM PRICE ITEM T:	
\$ 1,759,336.00	(Numerals)
ONE MILLION SEVEN HUNDRED FIFTY NINE THOUSAND THREE HUNDRED THIRTY SIX AND 0/100	(Written)

U. WATER MAIN (NO JEA PARTICIPATION)

Includes the construction of the less than 24" portions of the water main, including all pipes, valves, fire hydrants and other fittings/appurtenances that are not included in Bid Item R.

TOTAL BASIS OF BID PRICE ITEM U:	
\$ 161,375.00	(Numerals)
ONE HUNDRED SIXTY ONE THOUSAND THREE HUNDRED SEVENTY FIVE AND 0/100	(Written)

V. RECLAIMED WATER MAIN (NO JEA PARTICIPATION)

Includes the construction of the less than 20" portions of the reclaimed water main, including all pipes, valves and other fittings/appurtenances that are not included in Bid Item S.

TOTAL BASIS OF BID PRICE ITEM V:	
\$ 24,972.00	(Numerals)
TWENTY FOUR THOUSAND NINE HUNDRED SEVENTY TWO AND 0/100	(Written)

W. FORCE MAIN (NO JEA PARTICIPATION)

Includes the construction of the less than 20" portions of the force main, including all pipes, valves and other fittings/appurtenances that are not included in Bid Item T.

TOTAL BASIS OF BID PRICE ITEM W:	
\$ 39,950.00	(Numerals)
THIRTY NINE THOUSAND NINE HUNDRED FIFTY AND 0/100	(Written)

X. UNSUITABLE MATERIAL REMOVAL AND REPLACEMENT

Includes removal of all unsuitable material encountered, naturally occurring or otherwise, that is not included in regular utility excavation, as required for utility construction. Also includes replacement of removed unsuitable material with suitable fill, compacted in 12" lifts to 98% of the Modified Proctor maximum dry density, in accordance with the Report of Geotechnical Exploration. Suitable fill material shall be imported from offsite source(s) secured by the contractor and approved by Owner and Engineer. Excess Unsuitable Material shall be disposed of off-site at a location secured by the Contractor.

BASIS OF BID QUANTITY: 1,000 CUBIC YARDS

**NOTE: The cost for this Bid Item shall be included in Bid Items R – W, allocated between those six Bid Items as deemed appropriate by the Proposer.**



Y. COORDINATION WITH OTHER ON-SITE CONTRACTORS

The selected Utility Contractor shall re-establish all earthwork grades disturbed by the installed utilities (to within 0.1' of the grades established by the roadway contractor) upon completion of the utility installations. This grading work shall be accomplished in a timely manner so as not to delay the roadway contractor's project schedule. The Contractor shall coordinate with the roadway Contractor before, during and after construction to ensure that all proposed water, reclaim and force main improvements and connections are installed as shown on the drawings and specifications and in accordance with JEA and Florida Department of Environmental Protection requirements. Additionally, Contractor will be expected to coordinate with the roadway Contractor in such a way as to not impede their construction, and such coordination should be reflected in the project schedule and in the price reflected in this bid item. Contractor will be required to provide, in writing, a weekly status report to the roadway Contractor, Owner's representative and engineer depicting the portion of the water and reclaim improvements that were installed that week and the anticipated portion of the water and reclaim improvements to be installed in the week ahead. Contractor shall be responsible for any delay in the roadway Contractor's work due to lack of coordination and/or delays associated with the work herein. The cost of this coordination shall be included in this proposal item.

***NOTE: The cost for this Bid Item shall be included in Bid Items R – W, allocated between those six Bid Items as deemed appropriate by the Proposer.***

Z. STORMWATER POLLUTION PREVENTION PLAN

The Contractor shall adhere to all Federal rules and regulations regarding the National Pollutant Discharge Elimination System (NPDES) for construction and ground water discharge. The Storm Water Pollution Prevention Plan (SWPPP) included in these plans shall establish the minimum requirements allowed. The Contractor shall implement additional measures, as required, to ensure compliance with the NPDES requirements. Note: Contractor shall also obtain and have analyzed dewatering discharge samples after the commencement of construction in accordance with the FDEP Generic Permit for the Discharge of Produced Groundwater.

***NOTE: The cost for this Bid Item shall be included in Bid Items R – W, allocated between those six Bid Items as deemed appropriate by the Proposer.***

AA. TESTING

The costs for all testing associated with the backfill of the utility trenches are to be included in the Contractor's Contract. This includes, but is not limited to, all material tests, compaction tests, etc. The Owner must approve the Contractor's testing company.

***NOTE: The cost for this Bid Item shall be included in Bid Items R – W, allocated between those six Bid Items as deemed appropriate by the Proposer.***

BB. AS-BUILTS

Cost of providing ALL as-builts of the potable water system, reclaimed water systems, force main water systems, site work as required by the JEA, Florida Department of Environmental Protection, and City of Jacksonville.

***NOTE: The cost for this Bid Item shall be included in Bid Items R – W, allocated between those six Bid Items as deemed appropriate by the Proposer.***

CC. BONDING

W.1 PAYMENT AND PERFORMANCE BOND

Cost of providing a payment and performance bond in accordance with project specifications.

***NOTE: The cost for this Bid Item shall be included in Bid Items R – W, allocated between those six Bid Items as deemed appropriate by the Proposer.***

CC.2. CONTRACTOR'S WARRANTY

Cost of providing a Contractor's warranty in accordance with JEA's standard requirements and the project specifications.

***NOTE: The cost for this Bid Item shall be included in Bid Items R – W, allocated between those six Bid Items as deemed appropriate by the Proposer.***



### Part 3 - Phase 3 (Sta. 588+34 to Sta. 650+75)

#### DD. MOBILIZATION

Includes all preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site. Includes the costs of any required insurance, bonds and any other pre-construction expense necessary for the start of the work, excluding the cost of construction materials.

**NOTE: The cost for this Bid Item shall be included in Bid Items FF – KK, allocated between those six Bid Items as deemed appropriate by the Proposer.**

#### EE. EROSION AND SEDIMENT CONTROL

Includes all measures that are required to comply with the State of Florida and City of Jacksonville water quality standards. This includes all such measures that shall prevent the discharge of turbid waters from the site and minimize erosion of all graded areas. This includes sodding of all disturbed areas.

**NOTE: The cost for this Bid Item shall be included in Bid Items FF – KK, allocated between those six Bid Items as deemed appropriate by the Proposer.**

#### FF. WATER MAIN (JEA PARTICIPATION)

Includes the construction of the 24" DI JEA potable water main within the Ranger Station Roadway and EverRange Parkway rights of way, from the point of connection at Sta. 100+30+/- (in US 1 R/W) to Sta. 522+65 (end of Phase 1), as shown within the construction plans. Includes all 24" pipe, 24" valves, Tees installed in the 24" main, 24" fittings, connection to the existing water distribution systems, pressure testing, flushing, disinfection, bacteriological testing, locate wires and appurtenances, plugs, backfill and compaction to JEA and City of Jacksonville Standards of material over the pipe, and the removal, disposal and replacement of any unsuitable material encountered and all other work (including dewatering) necessary to complete the installation of the system. Additionally, this work includes the acceptance testing, JEA warranty and maintenance and other items not specifically mentioned, but necessary for a complete and operable system as shown on the drawings and in accordance with the JEA and Florida Department of Environmental Protection requirements.

**NOTE: This item specifically does not include piping, valves, fire hydrants and other fittings/appurtenances smaller than 24". The cost for those items are to be included in Bid Item II.**

TOTAL LUMP SUM PRICE ITEM FF:

\$ 1,998,992.00

ONE MILLION NINE HUNDRED NINETY EIGHT THOUSAND NINE HUNDRED NINETY TWO AND 0/100

(Numerals)

(Written)

GG. RECLAIMED WATER MAIN (JEA PARTICIPATION)

Includes the construction of the 20" DI JEA reclaimed water main within the Ranger Station Roadway right of way, from the point of connection at Sta. 588+34 (end of Phase 2) to Sta. 650+75 (end of Phase 3), as shown within the construction plans. Includes all 20" pipe, 20" valves, Tees installed in the 20" main, 20" fittings, connection to the existing reclaim water distribution systems, pressure testing, flushing, locate wires and appurtenances, plugs, backfill and compaction to JEA and City of Jacksonville Standards of material over the pipe and the removal, disposal and replacement of any unsuitable material encountered and all other work (including dewatering) necessary to complete the installation of the system. This work also includes the acceptance testing, JEA warranty and maintenance and other items not specifically mentioned, but necessary for a complete and operable system as shown on the drawings and in accordance with the JEA and Florida Department of Environmental Protection requirements.

**NOTE: This item specifically does not include piping, valves and other fittings/appurtenances smaller than 20". The cost for those items are to be included in Bid Item JJ.**

TOTAL LUMP SUM PRICE ITEM GG:	
\$ 1,640,947.00	(Numerals)
ONE MILLION SIX HUNDRED FORTY THOUSAND NINE HUNDRED FORTY SEVEN AND 0/100	(Written)

HH. FORCE MAIN (JEA PARTICIPATION)

Includes the construction of the 20" PVC JEA reclaimed water main within the Ranger Station Roadway right of way, from the point of connection at Sta. 588+34 (end of Phase 2) to Sta. 650+75 (end of Phase 3), as shown within the construction plans. Includes all 20" pipe, 20" valves, Tees installed in the 20" main, 20" fittings, connection to the existing force main, pressure testing, flushing, locate wires and appurtenances, plugs, backfill and compaction to JEA and City of Jacksonville Standards of material over the pipe and the removal, disposal and replacement of any unsuitable material encountered and all other work (including dewatering) necessary to complete the installation of the system. This work also includes the acceptance testing, JEA warranty and maintenance and other items not specifically mentioned, but necessary for a complete and operable system as shown on the drawings and in accordance with the JEA and Florida Department of Environmental Protection requirements.

**NOTE: This item specifically does not include piping, valves, and other fittings/appurtenances smaller than 20". The cost for those items are to be included in Bid Item KK.**

TOTAL LUMP SUM PRICE ITEM HH:	
\$ 1,725,928.00	(Numerals)
ONE MILLION SEVEN HUNDRED TWENTY FIVE THOUSAND NINE HUNDRED TWENTY EIGHT AND 0/100	(Written)

II. WATER MAIN (NO JEA PARTICIPATION)

Includes the construction of the less than 24" portions of the water main, including all pipes, valves, fire hydrants and other fittings/appurtenances that are not included in Bid Item FF.

TOTAL BASIS OF BID PRICE ITEM II:	
\$ 201,490.00	(Numerals)
TWO HUNDRED ONE THOUSAND FOUR HUNDRED NINETY AND 0/100	(Written)

JJ. RECLAIMED WATER MAIN (NO JEA PARTICIPATION)

Includes the construction of the less than 20" portions of the reclaimed water main, including all pipes, valves and other fittings/appurtenances that are not included in Bid Item GG.

TOTAL BASIS OF BID PRICE ITEM JJ:	
\$ 68,548.00	(Numerals)
SIXTY EIGHT THOUSAND FIVE HUNDRED FORTY EIGHT AND 0/100	(Written)

KK. FORCE MAIN (NO JEA PARTICIPATION)

Includes the construction of the less than 20" portions of the force main, including all pipes, valves and other fittings/appurtenances that are not included in Bid Item HH.

TOTAL BASIS OF BID PRICE ITEM KK:	
\$ 47,960.00	(Numerals)
FORTY SEVEN THOUSAND NINE HUNDRED SIXTY AND 0/100	(Written)

LL. UNSUITABLE MATERIAL REMOVAL AND REPLACEMENT

Includes removal of all unsuitable material encountered, naturally occurring or otherwise, that is not included in regular utility excavation, as required for utility construction. Also includes replacement of removed unsuitable material with suitable fill, compacted in 12" lifts to 98% of the Modified Proctor maximum dry density, in accordance with the Report of Geotechnical Exploration. Suitable fill material shall be imported from offsite source(s) secured by the contractor and approved by Owner and Engineer. Excess Unsuitable Material shall be disposed of off-site at a location secured by the Contractor.

BASIS OF BID QUANTITY: 1,000 CUBIC YARDS

**NOTE: The cost for this Bid Item shall be included in Bid Items FF – KK, allocated between those six Bid Items as deemed appropriate by the Proposer.**



MM. COORDINATION WITH OTHER ON-SITE CONTRACTORS

The selected Utility Contractor shall re-establish all earthwork grades disturbed by the installed utilities (to within 0.1' of the grades established by the roadway contractor) upon completion of the utility installations. This grading work shall be accomplished in a timely manner so as not to delay the roadway contractor's project schedule. The Contractor shall coordinate with the roadway Contractor before, during and after construction to ensure that all proposed water, reclaim and force main improvements and connections are installed as shown on the drawings and specifications and in accordance with JEA and Florida Department of Environmental Protection requirements. Additionally, Contractor will be expected to coordinate with the roadway Contractor in such a way as to not impede their construction, and such coordination should be reflected in the project schedule and in the price reflected in this bid item. Contractor will be required to provide, in writing, a weekly status report to the roadway Contractor, Owner's representative and engineer depicting the portion of the water and reclaim improvements that were installed that week and the anticipated portion of the water and reclaim improvements to be installed in the week ahead. Contractor shall be responsible for any delay in the roadway Contractor's work due to lack of coordination and/or delays associated with the work herein. The cost of this coordination shall be included in this proposal item.

***NOTE: The cost for this Bid Item shall be included in Bid Items FF – KK, allocated between those six Bid Items as deemed appropriate by the Proposer.***

NN. STORMWATER POLLUTION PREVENTION PLAN

The Contractor shall adhere to all Federal rules and regulations regarding the National Pollutant Discharge Elimination System (NPDES) for construction and ground water discharge. The Storm Water Pollution Prevention Plan (SWPPP) included in these plans shall establish the minimum requirements allowed. The Contractor shall implement additional measures, as required, to ensure compliance with the NPDES requirements. Note: Contractor shall also obtain and have analyzed dewatering discharge samples after the commencement of construction in accordance with the FDEP Generic Permit for the Discharge of Produced Groundwater.

***NOTE: The cost for this Bid Item shall be included in Bid Items FF – KK, allocated between those six Bid Items as deemed appropriate by the Proposer.***

OO. TESTING

The costs for all testing associated with the backfill of the utility trenches are to be included in the Contractor's Contract. This includes, but is not limited to, all material tests, compaction tests, etc. The Owner must approve the Contractor's testing company.

***NOTE: The cost for this Bid Item shall be included in Bid Items FF – KK, allocated between those six Bid Items as deemed appropriate by the Proposer.***

PP. AS-BUILTS

Cost of providing **ALL** as-builts of the potable water system, reclaimed water systems, force main water systems, site work as required by the JEA, Florida Department of Environmental Protection, and City of Jacksonville.

**NOTE: The cost for this Bid Item shall be included in Bid Items FF – KK, allocated between those six Bid Items as deemed appropriate by the Proposer.**

QQ. BONDING

QQ.1 PAYMENT AND PERFORMANCE BOND

Cost of providing a payment and performance bond in accordance with project specifications.

**NOTE: The cost for this Bid Item shall be included in Bid Items FF – KK, allocated between those six Bid Items as deemed appropriate by the Proposer.**

QQ.2. CONTRACTOR'S WARRANTY

Cost of providing a Contractor's warranty in accordance with JEA's standard requirements and the project specifications.

**NOTE: The cost for this Bid Item shall be included in Bid Items FF – KK, allocated between those six Bid Items as deemed appropriate by the Proposer.**

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BID ALTERNATE NO. 1 – CONSTRUCTION OF PHASES 1, 2 AND 3, CONCURRENTLY

This bid alternate is to provide the deductive amount if all three phases are constructed concurrently.

TOTAL LUMP SUM DEDUCT:	
\$ 186.00	(Numerals)
ONE HUNDRED EIGHTY SIX AND 0/100	(Written)

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**RANGER STATION ROADWAY  
PART II. PROPOSAL FORM – (G) SCHEDULE**

Contractor shall submit along with this Proposal a chart of its detailed project schedule. The chart shall use June 3, 2024 as the start date for the project and use calendar days for purposes of indicating the project's duration. The chart shall also include such milestones included at the Proposer's discretion; however, at the very least the chart shall identify dates for the issuance of the Notice To Proceed, the achievement of Substantial Completion and the application for Final Payment, as such events are defined in the Standard General Conditions of the Contract, respectively.

In addition to the definitions in the Standard General Conditions of the Contract, Substantial Completion shall include the completion of pavement and a punch list from COJ and application for Final Payment shall include receipt of JEA Acceptance. Important milestones to be clearly denoted in the schedule include: Substantial Completion when paving is complete and COJ Acceptance Submittal. The number of days occurring between the issuance of the Notice to Proceed and the achievement of Substantial Completion is: one hundred calendar days (100); the achievement of application of Final Payment is: one hundred and thirty days (130). The Owner reserves the right to waive any informalities, or to reject any and all proposals.

**RANGER STATION ROADWAY  
PART II. PROPOSAL FORM – (G) SCHEDULE**

Contractor shall submit along with this Proposal a chart of its detailed project schedule. The chart shall use June 3, 2024 as the start date for the project and use calendar days for purposes of indicating the project's duration. The chart shall also include such milestones included at the Proposer's discretion; however, at the very least the chart shall identify dates for the issuance of the Notice To Proceed, the achievement of Substantial Completion and the application for Final Payment, as such events are defined in the Standard General Conditions of the Contract, respectively.

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RANGER STATION ROADWAY																				
US-1 & PHASE 1																				
	1-Mar				1-Apr				1-May				1-Jun				1-Jul			
MOBILIZATION																				
WATER MAIN																				
REUSE																				
FORCE MAIN																				
FINISH & SELL																				

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(N)  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER  
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to EVRDEV LLC  
(print name of the public entity)
- by Michael Woodall / President  
(print individual's name and title)
- for John Woody, Inc.  
(print name of entity submitting sworn statement)

whose business address is

754 Harrison Street

Jacksonville, FL 32220

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-1896667

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudications of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

- X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS PUBLIC ENTITY CRIME AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN CONVICTED OF A PUBLIC ENTITY CRIME SUBSEQUENT TO JULY 1, 1989. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN CONVICTED OF A PUBLIC ENTITY CRIME, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/SUPPLIER WITH ANOTHER WHO HAS NOT RECEIVED A CONVICTION. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.



I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

  
(signature)

STATE Florida

COUNTY OF Duval

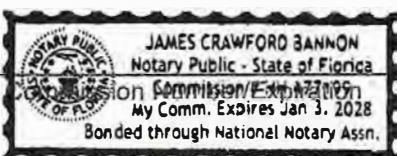
The foregoing instrument was signed and acknowledged before me this 19th day of January, 2024 by:

Michael Woodall

who produced DL as identification, and who (did) (did not)  
(Type of Identification and Number)  
take an oath.

  
Notary Public Signature

JAMES C. BANNAN  
Printed Name of Notary

Notary 

**RANGER STATION ROADWAY  
AFFIDAVIT OF NON-COLLUSION**

Type text here

STATE OF FLORIDA  
COUNTY OF Duval

I, Michael Woodall, do hereby certify that I have not, either directly or indirectly, participated in collusion or proposal rigging. Affiant is a Officer (officer or principal) in the firm of John Woody, Inc., and authorized to make this affidavit on behalf of the same. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

Dated this 19th day of January, 2024.

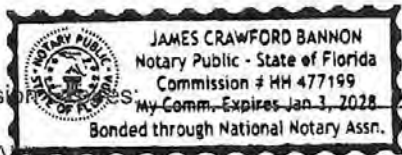
  
Signature by authorized representative of Proposer

STATE OF FLORIDA  
COUNTY OF Duval

Sworn to (or affirmed) and subscribed before me this 19th day of January, 2024, by Michael Woodall, of the \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

My Commission Expires:

(SEAL)



  
Signature of Notary Public taking acknowledgement

**SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, REGARDING  
SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR SCRUTINIZED COMPANIES  
WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST**

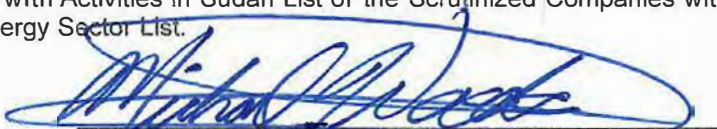
**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER  
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to EVRDEV. LLC (the "Developer")  
by Michael Woodall / President  
(print individual's name and title)  
for John Woody, Inc.  
(print name of entity submitting sworn statement)

whose business address is

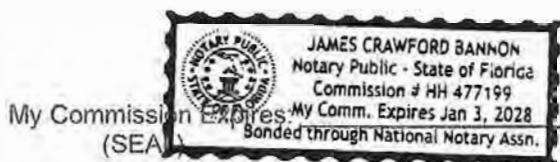
754 Harrison Street, Jacksonville, FL 32220

2. I understand that, subject to limited exemptions, section 287.135, Florida Statutes, declares a company that at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.
3. Based on information and belief, at the time the entity submitting this sworn statement submits its proposal to the Developer, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
4. If awarded the Contract, the entity will immediately notify the Developer in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

  
Signature by authorized representative of Proposer

STATE OF FLORIDA  
COUNTY OF Duval

Sworn to (or affirmed) and subscribed before me this 19th day of January, 2024, by Michael Woodall, of the \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.



  
Signature of Notary Public taking acknowledgement

## TRENCH SAFETY ACT COMPLIANCE STATEMENT

### INSTRUCTIONS

Because trench excavations on this project are expected to be in excess of 5 feet, Chapter 90-96 of the Laws of Florida requires that construction on the project comply with Occupational Safety and Health Administration Standard 29 C.F.R.s. 1926.650 Subpart P. The Contractor is required to execute this Compliance Statement and the Compliance Cost Statement. The costs for complying with the Trench Safety Act must be incorporated into the Contract Price.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

### CERTIFICATION

1. I understand that Chapter 90.96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.
2. The estimated cost imposed by compliance with The Trench Safety Act will be:  
Ninety Thousand Dollars \$ 90,000.-  
(Written) (Figures)
3. The amount listed above has been included within the Contract Price.

Dated this 19th day of January, 2024.

Contractor: John Woody, Inc.

By: Michael Woodall

Title: President

STATE OF FLORIDA )

) ss:

COUNTY OF Duval )

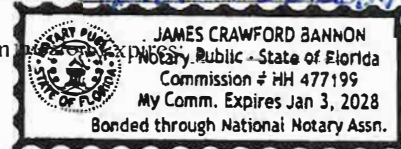
The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this 19th day of January, 2024, by Michael Woodall as President of John Woody, Inc. a \_\_\_\_\_, on behalf of the \_\_\_\_\_ He [X] is personally known to me or [ ] has produced a driver's license as identification.

Notary Seal:

James Crawford Bannon  
Notary Public

Printed Name: James Crawford Bannon

My Com






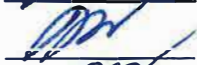











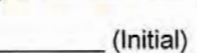

**RANGER STATION ROADWAY  
ACKNOWLEDGEMENT OF RECEIPT OF DOCUMENTS (I)  
AND PROPOSAL SIGNATURE FORM**

This Proposal for construction services has been submitted on this 19<sup>th</sup> day of JANUARY, 2024 by JOHN WOODY INC. [company] whose business address is P.O. BOX 60218 JACKSONVILLE, FLA. 32236, telephone number is 904-783-2411, fax number is 904-695-0881, and e-mail address is MWOODY40@AOL.COM.

The undersigned acknowledges, by the below execution of this Proposal, that all information provided herein has been provided in full and that such information is truthful and accurate. Proposer agrees through submission of this Proposal to honor all pricing information one hundred and twenty (120) days from the date of the Proposal opening, and if awarded the contract on the basis of this Proposal, to enter into and execute the services contract in substantially the form included in the Project Manual.

Proposer understands that inclusion of false, deceptive or fraudulent statements on this Proposal constitutes fraud; and, that EVRDEV, LLC considers such action on the part of the Proposer to constitute good cause for denial, suspension or revocation of a Proposal for work for the Developer.

Furthermore, the undersigned acknowledges receipt of the following documents, the provisions of which have been included in this Request for Proposal.

- |   |   |
|---|---|
| 1. Request for Proposal (1 page)  |  (Initial)   |
| 2. Instructions to Proposer (6 pages)                                     |  (Initial)  |
| 3. Evaluation Criteria (1 page)   |  (Initial) |
| 4. Organization Information of Proposer (14 pages)                        |  (Initial) |
| 5. Sworn Statement on Public Entity Crimes (3 pages)                      |  (Initial) |
| 6. Non-Collusion Statement (1 page)                                       |  (Initial) |
| 7. Scrutinized Companies Form (1 page)                                    |  (Initial) |
| 8. Trench Safety Act Compliance Statement (1 page)                        |  (Initial) |
| 9. Acknowledgement of Receipt of Documents (2 pages)                      |  (Initial) |
| 10. Addenda Acknowledgement (1 page)                                      |  (Initial) |
| 11. Proposal Documents (21 pages)   |  (Initial) |
| 12. Standard Form of Agreement Between Owner and Contractor (110 pages)   |  (Initial) |
| 13. Standard General Conditions of Construction Contract (83 pages)       |  (Initial) |
| 14. Supplementary Conditions to the Standard General Conditions (6 pages) |  (Initial) |
| 15. Form of Performance Bond and Payment Bond (8 pages)                   |  (Initial)  |


16. Ranger Station Roadway Project Construction Plans dated 12-8-23, prepared by England-Thims & Miller, Inc. and ECS Florida, LLC Geotechnical Reports dated 8-9-22 (Project No. 35-33149)

 (Initial)



The undersigned represents that it has reviewed all of the foregoing documents, is acquainted with and fully understands the extent and character of the work covered by this Project and the specified requirements for the proposed work, and submits this Proposal with no unanswered questions. The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the Developer, or their authorized agents, deemed necessary to verify the statements made in this Proposal or attachments hereto, or regarding the ability, standing and general reputation of the Proposer.

John Woody, Inc.  
Name of Organization

By: 

This 19th day of January, 2024

By: Michael Woodall / President  
Name and Title of Person Signing

(Apply Corporate Seal if filing as a Corporation)

State of Incorporation: Florida

State of Florida )  
County of Duval ) SS

The foregoing instrument was acknowledged before me this 19th day of January, 2024, by Michael Woodall, of the Organization, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

My Commission Expires: Jan 3, 2028

(SEAL)



  
Signature of Notary taking acknowledgement

Ranger Station Roadway					
JEA WATER, REUSE AND FORCEMAIN IMPROVEMENTS					
Item	Units	Est.	Description	Unit Price	Total Price
No.		Qty.			
Part 1- Phase 1 US1 to Sta. 522+65					
A.	LS	1	MOBILIZATION	\$ -	\$ -
B.	LS	1	EROSION AND SEDIMENT CONTROL	\$ -	\$ -
C.	LS	1	MAINTENANCE OF TRAFFIC (US-1)	\$ -	\$ -
D.			WATER MAIN (JEA Participation)		
	LS	1	Maintenance of Traffic	\$ 180,000.00	\$ 180,000.00
	LS	1	Bonding	\$ 40,000.00	\$ 40,000.00
	LF	4600	24" DIP	\$ 272.30	\$ 1,252,580.00
	EA	15	24" 45° BEND	\$ 3,475.00	\$ 52,125.00
	EA	1	24" Tee	\$ 5,915.00	\$ 5,915.00
	EA	1	24" x 20" Tee	\$ 6,035.00	\$ 6,035.00
	EA	4	24" x 12" Tee	\$ 4,670.00	\$ 18,680.00
	EA	9	24" x 6" Tee	\$ 4,370.00	\$ 39,330.00
	EA	1	24" Sleeve	\$ 3,135.00	\$ 3,135.00
	EA	10	24" GATE VALVE W/BOX	\$ 24,290.00	\$ 242,900.00
	EA	98	24" JOINT RESTRAINT	\$ 1,335.00	\$ 130,830.00
	EA	9	Sample Taps	\$ 850.00	\$ 7,650.00
	EA	1	FLUSHING HYDRANT	\$ 3,000.00	\$ 3,000.00
					\$ 1,982,180.00
E.			RECLAIMED WATER MAIN (JEA Participation)		
	LF	5300	20" DIP	\$ 247.00	\$ 1,309,100.00
	EA	16	20" 45° BEND	\$ 2,670.00	\$ 42,720.00
	EA	2	20" 22.5° BEND	\$ 2,795.00	\$ 5,590.00
	EA	1	24" x 20" Red.	\$ 3,130.00	\$ 3,130.00
	EA	4	20" x 8" Tee	\$ 3,925.00	\$ 15,700.00
	EA	1	20" Sleeve	\$ 2,705.00	\$ 2,705.00
	EA	11	20" GATE VALVE W/BOX	\$ 16,040.00	\$ 176,440.00
	EA	1	FLUSHING HYDRANT	\$ 2,950.00	\$ 2,950.00
	EA	109	20" JOINT RESTRAINT	\$ 1,005.00	\$ 109,545.00
					\$ 1,667,880.00

## Award #3 Supporting Documents 08/08/24

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				<b>FORCEMAIN (JEA Participation)</b>		
F.	LF	3860	20" DR 18	\$ 242.25	\$ 935,085.00	
	EA	1	20" Tee	\$ 5,450.00	\$ 5,450.00	
	EA	3	20" x 8" Tee	\$ 4,410.00	\$ 13,230.00	
	EA	7	20" GATE VALVE W/BOX	\$ 16,330.00	\$ 114,310.00	
	EA	13	20" 45° BEND	\$ 3,965.00	\$ 51,545.00	
	EA	2	20" 22.5° BEND	\$ 4,055.00	\$ 8,110.00	
	EA	2	20" 11.25° BEND	\$ 3,965.00	\$ 7,930.00	
	EA	1	20" Sleeve	\$ 3,810.00	\$ 3,810.00	
	EA	115	20" JOINT RESTRAINT	\$ 1,294.00	\$ 148,810.00	
	EA	2	AIR RELEASE ASSEMBLY	\$ 13,800.00	\$ 27,600.00	
					\$ 1,315,880.00	
G.			<b>WATER MAIN (No JEA Participation)</b>			
	LF	40	20" DIP	\$ 178.00	\$ 7,120.00	
	LF	340	12" DR 18	\$ 94.00	\$ 31,960.00	
	LF	160	6" DR 18	\$ 52.50	\$ 8,400.00	
	EA	2	20" 45° BEND	\$ 2,595.00	\$ 5,190.00	
	EA	8	12" 45° BEND	\$ 955.00	\$ 7,640.00	
	EA	1	20" GATE VALVE W/BOX	\$ 16,325.00	\$ 16,325.00	
	EA	4	12" GATE VALVE W/BOX	\$ 4,015.00	\$ 16,060.00	
	EA	1	20" JOINT RESTRAINT	\$ 1,005.00	\$ 1,005.00	
	EA	13	12" JOINT RESTRAINT	\$ 380.00	\$ 4,940.00	
	EA	9	FIRE HYDRANT ASSEMBLY	\$ 7,240.00	\$ 65,160.00	
	EA	5	FLUSHING HYDRANT	\$ 3,000.00	\$ 15,000.00	
					\$ 178,800.00	
H.			<b>RECLAIMED WATER MAIN (No JEA Participation)</b>			
	LF	20	24" DIP	\$ 197.00	\$ 3,940.00	
	EA	600	8" DR 18	\$ 60.00	\$ 36,000.00	
	EA	16	8" 45° BEND	\$ 580.00	\$ 9,280.00	
	EA	5	8" GATE VALVE W/BOX	\$ 2,810.00	\$ 14,050.00	
	EA	5	FLUSHING HYDRANT	\$ 2,950.00	\$ 14,750.00	
	EA	27	8" JOINT RESTRAINT	\$ 200.00	\$ 5,400.00	
					\$ 83,420.00	
			<b>FORCEMAIN (No JEA Participation)</b>			
	LF	220	8" DR 18	\$ 63.00	\$ 13,860.00	
	EA	3	8" GATE VALVE W/BOX	\$ 2,810.00	\$ 8,430.00	
	EA	4	8" 45° BEND	\$ 920.00	\$ 3,680.00	
	EA	12	8" JOINT RESTRAINT	\$ 200.00	\$ 2,400.00	
					\$ 28,370.00	
J.	LS	1	UNSATISFACTORY MATERIAL REMOVAL AND REPLACEMENT	\$ -	\$ -	
K.	LS	1	COORDINATION WITH OTHER ON-SITE CONTRACTORS	\$ -	\$ -	
L.	LS	1	STORMWATER POLLUTION PREVENTION PLAN	\$ -	\$ -	
M.	LS	1	TESTING	\$ -	\$ -	
N.	LS	1	AS-BUILTS	\$ -	\$ -	
O.	LS	1	BONDING	\$ -	\$ -	
			<b>PHASE 1 TOTAL</b>		\$ 5,256,530.00	

Part 2- Phase 2 Sta. 522+65 to Sta. 588+34					
P.	LS	1	MOBILIZATION	\$ -	\$ -
Q.	LS	1	EROSION AND SEDIMENT CONTROL	\$ -	\$ -
R.			WATER MAIN (JEA Participation)		
	LS	1	Bonding	\$ 45,000.00	\$ 45,000.00
	LF	6660	24" DIP	\$ 231.55	\$ 1,542,123.00
	EA	1	24" Sleeve	\$ 3,135.00	\$ 3,135.00
	EA	3	24" x 12" Tee	\$ 4,670.00	\$ 14,010.00
	EA	15	24" x 6" Tee	\$ 4,370.00	\$ 65,550.00
	EA	16	24" 45° BEND	\$ 3,475.00	\$ 55,600.00
	EA	8	24" 22.5° BEND	\$ 3,350.00	\$ 26,800.00
	EA	6	24" 11.25° BEND	\$ 3,255.00	\$ 19,530.00
	EA	12	24" GATE VALVE W/BOX	\$ 24,290.00	\$ 291,480.00
	EA	138	24" JOINT RESTRAINT	\$ 1,335.00	\$ 184,230.00
	EA	5	Sample Taps	\$ 850.00	\$ 4,250.00
	EA	1	FLUSHING HYDRANT	\$ 3,000.00	\$ 3,000.00
					\$ 2,254,708.00
S.			RECLAIMED WATER MAIN (JEA Participation)		
	LF	6660	20" DIP	\$ 207.00	\$ 1,378,620.00
	EA	1	20" Sleeve	\$ 2,705.00	\$ 2,705.00
	EA	3	20" x 8" Tee	\$ 3,925.00	\$ 11,775.00
	EA	24	20" 45° BEND	\$ 2,715.00	\$ 65,160.00
	EA	13	20" GATE VALVE W/BOX	\$ 16,330.00	\$ 212,290.00
	EA	1	FLUSHING HYDRANT	\$ 3,000.00	\$ 3,000.00
	EA	140	20" JOINT RESTRAINT	\$ 1,020.00	\$ 142,800.00
					\$ 1,816,350.00

## Award #3 Supporting Documents 08/08/24

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				<b>FORCEMAIN (JEA Participation)</b>		
T.	LF	6700	20" DR 18	\$ 195.00	\$ 1,306,500.00	
	EA	1	20" Sleeve	\$ 3,810.00	\$ 3,810.00	
	EA	3	20" x 8" Tee	\$ 4,410.00	\$ 13,230.00	
	LF	8	20" GATE VALVE W/BOX	\$ 16,330.00	\$ 130,640.00	
	EA	12	20" 45° BEND	\$ 3,965.00	\$ 47,580.00	
	EA	2	20" 22.5° BEND	\$ 4,055.00	\$ 8,110.00	
	EA	2	20" 11.25° BEND	\$ 3,965.00	\$ 7,930.00	
	EA	144	20" JOINT RESTRAINT	\$ 1,294.00	\$ 186,336.00	
	EA	4	AIR RELEASE ASSEMBLY	\$ 13,800.00	\$ 55,200.00	
					<b>\$ 1,759,336.00</b>	
U.			<b>WATER MAIN (No JEA Participation)</b>			
	LF	160	12" DR 18	\$ 94.00	\$ 15,040.00	
	LF	260	6" DR 18	\$ 52.50	\$ 13,650.00	
	EA	3	12" GATE VALVE W/BOX	\$ 4,015.00	\$ 12,045.00	
	EA	8	12" JOINT RESTRAINT	\$ 380.00	\$ 3,040.00	
	EA	15	FIRE HYDRANT ASSEMBLY	\$ 7,240.00	\$ 108,600.00	
	EA	3	FLUSHING HYDRANT	\$ 3,000.00	\$ 9,000.00	
					<b>\$ 161,375.00</b>	
V.			<b>RECLAIMED WATER MAIN (No JEA Participation)</b>			
	LF	120	8" DR 18	\$ 59.50	\$ 7,140.00	
	EA	3	8" GATE VALVE W/BOX	\$ 2,750.00	\$ 8,250.00	
	EA	3	FLUSHING HYDRANT	\$ 3,000.00	\$ 9,000.00	
	EA	3	8" JOINT RESTRAINT	\$ 194.00	\$ 582.00	
					<b>\$ 24,972.00</b>	
			<b>FORCEMAIN (No JEA Participation)</b>			
	LF	360	8" DR 18	\$ 69.00	\$ 24,840.00	
	LF	3	8" GATE VALVE W/BOX	\$ 2,810.00	\$ 8,430.00	
	EA	4	8" 45° BEND	\$ 920.00	\$ 3,680.00	
	EA	15	8" JOINT RESTRAINT	\$ 200.00	\$ 3,000.00	
					<b>\$ 39,950.00</b>	
X.	LS	1	UNSITABLE MATERIAL REMOVAL AND REPLACEMENT	\$ -	\$ -	
Y.	LS	1	COORDINATION WITH OTHER ON-SITE CONTRACTORS	\$ -	\$ -	
Z.	LS	1	STORMWATER POLLUTION PREVENTION PLAN	\$ -	\$ -	
AA.	LS	1	TESTING	\$ -	\$ -	
BB.	LS	1	AS-BUILTS	\$ -	\$ -	
CC.	LS	1	BONDING	\$ -	\$ -	
			<b>PHASE 2 TOTAL</b>		<b>\$ 6,056,691.00</b>	



Part 3 - Phase 3 - Sta. 688+34 to Sta. 650+75						
DD.	LS	1	MOBILIZATION		\$ -	\$ -
EE.	LS	1	EROSION AND SEDIMENT CONTROL		\$ -	\$ -
FF.			WATER MAIN (JEA Participation)			
	LS	1	Bonding		\$ 43,000.00	\$ 43,000.00
	LF	6240	24" DIP		\$ 230.90	\$ 1,440,816.00
	EA	1	24" Sleeve		\$ 3,135.00	\$ 3,135.00
	EA	5	24" x 12" Tee		\$ 4,670.00	\$ 23,350.00
	EA	13	24" x 6" Tee		\$ 4,370.00	\$ 56,810.00
	LF	12	24" 45° BEND		\$ 3,475.00	\$ 41,700.00
	EA	2	24" 11.25° BEND		\$ 3,273.00	\$ 6,546.00
	EA	9	24" GATE VALVE W/BOX		\$ 24,290.00	\$ 218,610.00
	EA	115	24" JOINT RESTRAINT		\$ 1,335.00	\$ 153,525.00
	EA	10	SAMPLE TAPS		\$ 850.00	\$ 8,500.00
	EA	1	FLUSHING HYDRANT		\$ 3,000.00	\$ 3,000.00
						\$ 1,998,992.00
GG.			RECLAIMED WATER MAIN (JEA Participation)			
	LF	6240	20" DIP		\$ 209.30	\$ 1,306,032.00
	EA	1	20" Sleeve		\$ 2,705.00	\$ 2,705.00
	EA	4	20" x 8" Tee		\$ 3,925.00	\$ 15,700.00
	EA	14	20" 45° BEND		\$ 2,715.00	\$ 38,010.00
	EA	10	20" GATE VALVE W/BOX		\$ 16,330.00	\$ 163,300.00
	EA	1	FLUSHING HYDRANT		\$ 3,000.00	\$ 3,000.00
	EA	110	20" JOINT RESTRAINT		\$ 1,020.00	\$ 112,200.00
						\$ 1,640,947.00
			FORCEMAIN (JEA Participation)			
HH.	LF	6200	20" DR 18		\$ 195.85	\$ 1,214,270.00
	EA	1	20" Sleeve		\$ 3,810.00	\$ 3,810.00
	EA	4	20" x 8" Tee		\$ 4,410.00	\$ 17,640.00
	EA	8	20" GATE VALVE W/BOX		\$ 16,330.00	\$ 130,640.00
	EA	18	20" 45° BEND		\$ 3,965.00	\$ 71,370.00
	EA	2	20" 22.5° BEND		\$ 4,055.00	\$ 8,110.00
	EA	2	20" 11.25° BEND		\$ 3,965.00	\$ 7,930.00
	EA	157	20" JOINT RESTRAINT		\$ 1,294.00	\$ 203,158.00
	EA	5	AIR RELEASE ASSEMBLY		\$ 13,800.00	\$ 69,000.00
						\$ 1,725,928.00
II.			WATER MAIN (No JEA Participation)			
	LF	500	12" DR 18		\$ 94.00	\$ 47,000.00
	LF	280	6" DR 18		\$ 52.50	\$ 14,700.00
	EA	9	12" 45° BEND		\$ 960.00	\$ 8,640.00
	EA	1	12" 22.5° BEND		\$ 970.00	\$ 970.00
	EA	4	12" GATE VALVE W/BOX		\$ 4,015.00	\$ 16,060.00
	EA	20	12" JOINT RESTRAINT		\$ 400.00	\$ 8,000.00
	EA	13	FIRE HYDRANT ASSEMBLY		\$ 7,240.00	\$ 94,120.00
	EA	4	FLUSHING HYDRANT		\$ 3,000.00	\$ 12,000.00
						\$ 201,490.00
JJ.			RECLAIMED WATER MAIN (No JEA Participation)			
	LF	560	8" DR 18		\$ 62.00	\$ 34,720.00
	EA	11	8" 45° BEND		\$ 580.00	\$ 6,380.00
	EA	2	8" 22.5° BEND		\$ 575.00	\$ 1,150.00
	EA	4	8" GATE VALVE W/BOX		\$ 2,750.00	\$ 11,000.00
	EA	4	FLUSHING HYDRANT		\$ 3,000.00	\$ 12,000.00
	EA	17	8" JOINT RESTRAINT		\$ 194.00	\$ 3,298.00
						\$ 68,548.00
KK.			FORCEMAIN (No JEA Participation)			
	LF	380	8" DR 18		\$ 63.00	\$ 23,940.00
	LF	4	8" GATE VALVE W/BOX		\$ 2,750.00	\$ 11,000.00
	EA	9	8" 45° BEND		\$ 920.00	\$ 8,280.00
	EA	2	8" 22.5° BEND		\$ 915.00	\$ 1,830.00
	EA	15	8" JOINT RESTRAINT		\$ 194.00	\$ 2,910.00
						\$ 47,960.00
LL.	LS	1	UNSATISFACTORY MATERIAL REMOVAL AND REPLACEMENT		\$ -	\$ -
MM.	LS	1	COORDINATION WITH OTHER ON-SITE CONTRACTORS		\$ -	\$ -
NN.	LS	1	STORMWATER POLLUTION PREVENTION PLAN		\$ -	\$ -
OO.	LS	1	TESTING		\$ -	\$ -
PP.	LS	1	AS-BUILTS		\$ -	\$ -
QQ.	LS	1	BONDING		\$ -	\$ -
			PHASE 3 TOTAL			\$ 5,683,865.00
			GRAND TOTAL LUMP SUM BID (PARTS 1-3)			\$ 16,997,086.00

**Ranger Station Roadway**  
**Bid Opening - JEA Water, Reuse & ForceMain Improvements**  
 January 19, 2024 @ 3:00 p.m.  
 Sign In Sheet

ETM: 22-088

[illegible]

# Award #3 Supporting Documents 08/08/24

## Ranger Station Roadway - JEA Water, Reuse & Forcemain Improvements Bid Date: January 19, 2024 @ 3:00P.M. ETM Project No.: 20-088.15

	PROPOSERS			
Part 1 - Phase 1 (US1 to Sta. 522+65)	John Woody, Inc.	Vallencourt	R & B Contracting	Average
A. Mobilization				
B. Erosion and Sediment Control				
C. Maintenance of Traffic (US-1 Utilities)				
D. Water Main (JEA Participation)	\$ 1,982,180.00	\$ 1,502,886.92	\$ -	\$ 1,742,533.46
E. Reclaimed Water Main (JEA Participation)	\$ 1,667,880.00	\$ 2,082,830.09	\$ -	\$ 1,875,355.05
F. Force Main (JEA Participation)	\$ 1,315,880.00	\$ 2,075,637.78	\$ -	\$ 1,695,758.89
G. Water Main (No JEA Participation)	\$ 178,800.00	\$ 192,007.11	\$ -	\$ 185,403.56
H. Reclaimed Water Main (No JEA Participation)	\$ 83,420.00	\$ 89,012.34	\$ -	\$ 86,216.17
I. Force Main (No JEA Participation)	\$ 28,370.00	\$ 26,897.46	\$ -	\$ 27,633.73
J. Unsuitable Material Removal and Replacement				
K. Coordination with Other On-Site Contractors				
L. Stormwater Pollution Prevention Plan				
M. Testing				
N. As-Builts				
O. Bonding				
<b>PART 1 - PHASE 1 LUMP SUM BID TOTAL (Items D - I)</b>	<b>\$ 5,256,530.00</b>	<b>\$ 5,969,271.70</b>	<b>\$ -</b>	<b>\$ 5,612,900.85</b>
Part 2 - Phase 2 (Sta. 522+65 to Sta. 588+34)	John Woody, Inc.	Vallencourt	R & B Contracting	Average
P. Mobilization				
Q. Erosion and Sediment Control				
R. Water Main (JEA Participation)	\$ 2,254,708.00	\$ 1,853,570.48	\$ -	\$ 2,054,139.24
S. Reclaimed Water Main (JEA Participation)	\$ 1,816,350.00	\$ 2,712,832.80	\$ -	\$ 2,264,591.40
T. Force Main (JEA Participation)	\$ 1,759,336.00	\$ 2,376,025.62	\$ -	\$ 2,067,680.81
U. Water Main (No JEA Participation)	\$ 161,375.00	\$ 174,015.07	\$ -	\$ 167,695.04
V. Reclaimed Water Main (No JEA Participation)	\$ 24,972.00	\$ 26,049.13	\$ -	\$ 25,510.57
W. Force Main (No JEA Participation)	\$ 39,950.00	\$ 38,015.25	\$ -	\$ 38,982.63
X. Unsuitable Material Removal and Replacement				
Y. Coordination with Other On-Site Contractors				
Z. Stormwater Pollution Prevention Plan				
AA. Testing				
BB. As-Builts				
CC. Bonding				
<b>PART 2 - PHASE 2 LUMP SUM BID TOTAL (Items R - W)</b>	<b>\$ 6,056,691.00</b>	<b>\$ 7,180,508.35</b>	<b>\$ -</b>	<b>\$ 6,618,599.68</b>
Part 3 - Phase 3 (Sta. 588+34 to Sta. 650+75)	John Woody, Inc.	Vallencourt	R & B Contracting	Average
DD. Mobilization				
EE. Erosion and Sediment Control				
FF. Water Main (JEA Participation)	\$ 1,998,992.00	\$ 1,830,792.70	\$ -	\$ 1,914,892.35
GG. Reclaimed Water Main (JEA Participation)	\$ 1,640,947.00	\$ 2,103,463.72	\$ -	\$ 1,872,205.36
HH. Force Main (JEA Participation)	\$ 1,725,928.00	\$ 2,269,369.14	\$ -	\$ 1,997,648.57
II. Water Main (No JEA Participation)	\$ 201,490.00	\$ 235,468.09	\$ -	\$ 218,479.05
JJ. Reclaimed Water Main (No JEA Participation)	\$ 68,548.00	\$ 81,001.64	\$ -	\$ 74,774.82
KK. Force Main (No JEA Participation)	\$ 47,960.00	\$ 52,135.81	\$ -	\$ 50,047.91
LL. Unsuitable Material Removal and Replacement				
MM. Coordination with Other On-Site Contractors				
NN. Stormwater Pollution Prevention Plan				
OO. Testing				
PP. As-Builts				
QQ. Bonding				
<b>PART 3 - PHASE 3 LUMP SUM BID TOTAL (Items FF - KK)</b>	<b>\$ 5,683,865.00</b>	<b>\$ 6,572,231.10</b>	<b>\$ -</b>	<b>\$ 6,128,048.05</b>
<b>GRAND TOTAL LUMP SUM BID (PARTS 1-3)</b>	<b>\$ 16,997,086.00</b>	<b>\$ 19,722,011.15</b>	<b>\$ -</b>	<b>\$ 18,359,548.58</b>
<b>BID ALTERNATE NO. 1 - Const. of Phases 1-3 concurrently</b>	<b>\$ (186.00)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (93.00)</b>

**Evaluation Criteria**  
**Ranger Station Roadway**  
**JEA Water, Reuse and Force Main Improvements**

Date: January 19, 2024

ETM Job Number: 20-088-15

		<b>Contractor</b>		
		<b>John Woody, Inc.</b>	<b>Vallencourt</b>	<b>R &amp; B Contracting</b>
<b>Total Base Bid</b>		\$ 16,997,086.00	\$ 19,722,011.15	\$ -
Schedule - Calendar Days - Substantial Completion		135	160	
Personnel	10	8	10	
Proposer's Experience	20	20	20	
Understanding of Scope of Work	10	10	10	
Financial Capability	10	8	10	
Price - (lowest, others %)	15	15.00	12.93	
Price - (Resonableness of unit prices)	10	10.00	8.62	
Schedule (Fewest Number of Days)	15	15.00	12.66	
Schedule (Accelerate Schedule Cost)	10	10.00	8.44	
<b>Total Score</b>	<b>100</b>	<b>96</b>	<b>92.64</b>	
Input - Lowest Base Bid		\$ 16,997,086.00	\$ 16,997,086.00	\$ -
Input - Lowest Base Schedule Days		135	135	
<b>Ranking</b>		1	2	

**1411666246 Residuals Hauling and Disposal Services**  
**Evaluation Matrix Rankings - BAFO**

Vendor Rankings	Zasha Del Orbe	Erin Ruddock	Thaliah Smith	Σ Rank	Rank	Total Score
Biosolids Distribution Services, LLC (Revinu)	1	4	4	9	3	269.80
H & H Liquid Sludge Disposal, Inc.	4	3	3	10	4	261.50
Merrell Bros., Inc.	3	1	1	5	1	275.80
Synagro South, LLC	2	2	2	6	2	268.00

Zasha Del Orbe	Quotation of Rates (50 Points)	Past Performance (20 Points)	Equipment List (10 Points)	Organizational Structure (10 Points)	Quality Metrics (10 Points)	Total	Rank
Biosolids Distribution Services, LLC (Revinu)	50.00	20.0	10.0	10.0	10.0	100.00	1
H & H Liquid Sludge Disposal, Inc.	40.50	20.0	10.0	10.0	10.0	90.50	4
Merrell Bros., Inc.	43.60	20.0	10.0	10.0	10.0	93.60	3
Synagro South, LLC	44.50	20.0	10.0	9.6	10.0	94.10	2

Erin Ruddock	Quotation of Rates (50 Points)	Past Performance (20 Points)	Equipment List (10 Points)	Organizational Structure (10 Points)	Quality Metrics (10 Points)	Total	Rank
Biosolids Distribution Services, LLC (Revinu)	50.00	20.0	5.0	7.8	2.0	84.80	4
H & H Liquid Sludge Disposal, Inc.	40.50	20.0	10.0	6.8	8.0	85.30	3
Merrell Bros., Inc.	43.60	20.0	7.5	10.0	10.0	91.10	1
Synagro South, LLC	44.50	20.0	7.5	5.6	8.5	86.10	2

Thaliah Smith	Quotation of Rates (50 Points)	Past Performance (20 Points)	Equipment List (10 Points)	Organizational Structure (10 Points)	Quality Metrics (10 Points)	Total	Rank
Biosolids Distribution Services, LLC (Revinu)	50.00	20.0	5.0	10.0	0.0	85.00	4
H & H Liquid Sludge Disposal, Inc.	40.50	20.0	10.0	8.2	7.0	85.70	3
Merrell Bros., Inc.	43.60	20.0	7.5	10.0	10.0	91.10	1
Synagro South, LLC	44.50	20.0	7.5	6.8	9.0	87.80	2

Overall Averages	Quotation of Rates (50 Points)	Past Performance (20 Points)	Equipment List (10 Points)	Organizational Structure (10 Points)	Quality Metrics (10 Points)	Total
Biosolids Distribution Services, LLC (Revinu)	50.00	20.00	6.67	9.27	4.00	89.93
H & H Liquid Sludge Disposal, Inc.	40.50	20.00	10.00	8.33	8.33	87.17



## Award #4 Supporting Documents 08/08/24

### Appendix B - Response Forms 1411666246 Residuals Hauling and Disposal Services

Submit the Bid electronically as described in section 1.1.4 of the Solicitation.

Company Name: Merrell Bros., Inc.

Company's Address: 8811 West 500 North, Kokomo, IN 46901

License Number: CBC1260959

Phone Number: (574) 699-7782 FAX No: (574) 699-7478 Email Address: dustin@merrellbros.com  
blake@merrellbros.com

#### **BID SECURITY REQUIREMENTS**

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

#### **TERM OF CONTRACT**

- ☐ One Time Purchase  
☒ Annual Requirements - 5 years, two (2), one (1) year renewals  
☐ Other, Specify - Project Completion

#### **SAMPLE REQUIREMENTS**

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

#### **SECTION 255.05, FLORIDA STATUTES CONTRACT BOND**

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

#### **QUANTITIES**

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

#### **INSURANCE REQUIREMENTS**

**Insurance required**

#### **PAYMENT DISCOUNTS**

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

**ENTER YOUR BID FOR SOLICITATION 1411543046**

**TOTAL BID PRICE**

**Total Response Price (Enter total from the document titled 1411666246  
Appendix B - Response Workbook: Cell H13)**

**\$ 11,971,099.50**


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

#### **BIDDER CERTIFICATION**

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

We have received addenda

1 through 3

  
Handwritten Signature of Authorized Officer of Company or Agent

07-26-2024

Date

Dustin Smith-Chief Executive Officer  
Printed Name and Title

1411666246 Addendum 3 Appendix B - Response Workbook Residuals Hauling and Disposal Services (Only complete the prices in yellow cells)							
Company Name							Merrell Bros., Inc.
Item	Enter Your Bid for the Following Described Articles or Services	UOM	Approx. Annual Volume	Term in Years	Forecast based on Term	Unit Price	Extended Price
1	Residuals to Buckman from Mandarin WRF	Gallons	10,500,000	5	52,500,000	\$ 0.06	\$ 3,045,000.00
2	Residuals to Buckman from Julington Creek WRF	Gallons	2,696,625	5	13,483,125	\$ 0.06	\$ 808,987.50
3	Residuals to Buckman from Ponce de Leon WRF	Gallons	300,000	5	1,500,000	\$ 0.08	\$ 120,000.00
4	Residuals to Buckman from Ponte Vedra WRF	Gallons	1,600,000	5	8,000,000	\$ 0.06	\$ 472,000.00
5	Residuals to Buckman from Nassau Regional WRF	Gallons	4,200,000	5	21,000,000	\$ 0.06	\$ 1,218,000.00
6	Residuals to Landfill - Monterey WRF (CAKE)	Tons	2,400	5	12,000	\$ 95.67	\$ 1,148,040.00
7	Residuals to Landfill - Blacks Ford WRF (CAKE)	Tons	8,040	5	40,200	\$ 92.16	\$ 3,704,832.00
8	Residuals to Landfill - Greenland WRF* (CAKE)	Tons	4,000	4	16,000	\$ 90.89	\$ 1,454,240.00
*Facility scheduled to be completed in 2025							
TOTAL (for lines 1 through 8 above - Enter this Amount on the Response Form)							\$ 11,971,099.50

**PROPOSAL**

**Water Main and Force Main Extensions on Lem Turner Road**

For

AMH Development  
8936 Western Way #12  
Jacksonville, FL 32256

Due On or Before  
**May 31, 2022 at 11:00 am**

(Deliver bids to Dominion Engineering Group office at 4348 Southpoint Blvd., Suite 201, Jacksonville, FL 32216)

To: **AMH Development**

From:  
T B Landmark Construction, Inc.

- In accordance with the Request for Proposal inviting proposals for the Water Main and Force Main Extension on Lem Turner Road, the undersigned proposes to construct all work, or portion thereof, necessary to install a complete Water Main and Force Main extension, including clearing, earthwork, grading, paving repair, drainage as shown on the JEA plans dated April 27, 2022 prepared by Dominion Engineering Group, Inc. (DEG) and in accordance with the JEA, FDOT and City of Jacksonville .

The Project Plans, Specifications, and the Proposal Package will be available and may be obtained by emailing [Mbowles@dom-eng.com](mailto:Mbowles@dom-eng.com) for the drop box link, no hard copies will be available from DEG. All Requests for Additional Information (RFI) shall be in writing **only** to Mike Bowles at [Mbowles@dom-eng.com](mailto:Mbowles@dom-eng.com). All RFI shall be received no later than 11:00 am EST on May 24, 2022.

**Bids**

All bids shall include coordination of construction with others.

Schedule - Time is of the essence for the construction of this project. The Contractor shall prepare its bid based on a construction schedule submitted by the contractor. The Contractor's schedule shall include Substantial Completion and Final Acceptance of the improvements from the JEA. Substantial Completion is defined as completion of pressure testing and as-built survey and a punch list from the JEA and DEG. The Notice to Proceed is anticipated to be June 13, 2022. Important milestones to be clearly denoted in the schedule include:

- JEA Force main Acceptance Schedule
- JEA Potable Water System Acceptance Schedule
- FDOT acceptance schedule
-

## Water Main & Force Main Extension

1. **MOBILIZATION AND SITE PREPARATION** - Includes the preparatory work and operations in mobilizing to begin the work and demobilizing upon completion of work on the project. Work will include any site preparation necessary for construction. This item will be paid for on a percentage of total construction complete basis.

Total

Lump Sum Price: \$ 39,000.00 (Numerals)

Thirty Nine Thousand Dollar (Written)

2. **EROSION AND SEDIMENT CONTROL** - Includes all measures that are required to comply with the State of Florida water quality standards. This includes, but is not limited to silt screens, sodding, settling ponds or other such measures that shall prevent the discharge of turbid waters from the site and minimize erosion of all graded areas. This item includes all measures necessary to meet agency quality standards and requirements for the Clearing & Mass Earthwork. All offsite water discharge will be tested occasionally for turbid water by the contractor. The contractor is ultimately responsible for turbid water discharge. Testing results will be provided to the Owner on a regular basis or when requested. The site will be inspected on a regular basis by the Owner's Representative and will produce a weekly report with actions items indicating deficiencies. All Deficiencies must be repaired in seven days or less, or the contractor must provide in writing why the deficiencies cannot be addressed within the seven-day limit. Failure to correct a deficiency in the first seven days, will result in a written warning. If the deficiency is not corrected after fourteen days the Owners Representative will make the repair and the Contractor will be back charged for the cost of the repair and a \$500.00 fine for each line item not addressed. Upon final acceptance of the site from the JEA and FDOT. The contractor shall remove sediment control measures once the grassing is established.

Total

Lump Sum Price: \$ 6,000 00 (Numerals)

Six Thousand Dollars (Written)

3. **STORM WATER POLLUTION PREVENTION PLAN** - Notice of Intent (NOI) to be filed by the contractor. The contractor shall adhere to all Federal rules and regulations regarding the National Pollutant Discharge Elimination System (NPDES) for construction and ground water discharge. The Storm Water Pollution Prevention Plan (SWPPP) included in these plans shall establish the minimum requirements allowed. The contractor shall implement additional measures, as required, to ensure compliance with the NPDES requirements. This item does include erosion controls item shown on the erosion and turbidity control plans or erosion and turbidity controls required by City of Jacksonville, FDEP, or the St. Johns River Water

Management District. Contractor shall provide specifications and shop drawings on all material to be used as part of the SWPPP.

**Total**

Lump Sum Price: \$ 2,000 (Numerals)

Two Thousand Dollars (Written)

4. **CLEARING** - Includes complete clearing and removal off-site of all trees, brush, roots, and all other debris in accordance with the City of Jacksonville Standards and Specifications in the roadway rights-of-way, and all public areas. Special care shall be taken to ensure preservation of all natural vegetative areas indicated on the plans, existing mailboxes, and existing edge of pavement.

**Total**

Lump Sum Price: \$ 25,000.00 (Numerals)

Twenty Five Thousand Dollars (Written)

5. **WATER DISTRIBUTION SYSTEM** - Includes the construction of the water distribution system complete, including all pipe, location wire, valves, hydrants, fittings, restrained joints, connections, stub outs, testing, and disinfection, flushing hydrants and the removal, disposal and replacement of any unsuitable material encountered, and all other work necessary to complete the installation of the system. Contractor to stub out the water main with adequate JEA approved dead end connection and sample points. The contractor shall pressure test and as-built the existing water main extension for acceptance by JEA. The contractor shall restore all driveways, mailboxes and road crossings that are damaged during the construction effort. The contractor is asked to provide a price below for the 20-inch diameter water main extension from STA 10+00 to STA 15+25.

The contractor is also required to provide an alternate price for a smaller water main extension in place of the 16-inch diameter water main shown on the plans. The alternate price shall be a 8-inch PVC water main from STA 10+00 to STA 15+25.

**(a) 20 " Diameter Water Main Total**

Lump Sum Price: \$ 293,000.00 (Numerals)

Two Hundred Ninety Three Thousand dollars (Written)



**(b) Alternate 8" Diameter Water Main Total**

Lump Sum Price: \$ 180,000.00 (Numerals)

One Hundred Eighty Thousand Dollars (Written)

6. **FORCE MAIN SYSTEM** - Includes the construction of the force main system complete, including all pipe, location wire, valves, hydrants, fittings, restrained joints, connections, stub outs, testing, and disinfection, flushing hydrants and the removal, disposal and replacement of any unsuitable material encountered, and all other work necessary to complete the installation of the system. Contractor to stub out the force main with adequate JEA approved dead end connection and sample points. The contractor shall pressure test and as-built the force main extension for acceptance by JEA. The contractor shall restore all driveways, mailboxes and road crossings that are damaged during the construction effort. The contractor is asked to provide a price below for the 20-inch diameter force main extension price from STA 9+90 to STA 15+85.

The contractor is asked to provide a price below for the 8-inch diameter force main directional drill as shown on the plans.

The contractor is also required to provide an alternate price for a smaller force main extension in place of the 20-inch diameter force main shown on the plans. The alternate price shall be a 4-inch PVC force main from STA 9+90 to STA 15+85.

**(a) 20 " Diameter Force Main Total**

Lump Sum Price: \$ 294,000.00 (Numerals)

Two Hundred Ninety Four Thousand Dollars (Written)

**(b) Alternate 4" Diameter Force Main Total**

Lump Sum Price: \$ 170,910.00 (Numerals)

One Hundred Seventy Thousand, Nine (Written)  
Hundred Ten Dollars

**(c) 8 " Diameter Force Main Directional Drill**

Lump Sum Price: \$ 14,000.00 (Numerals)

Fourteen Thousand Dollars (Written)

7. **SEEDING AND MULCHING AND SOD** - Includes the complete grassing and mulching of all areas disturbed areas as a result of this construction effort. Seed selection shall be a mix that is seasonally appropriate to germinate in a timely manner to establish cover. Also, includes the complete sod strip along the curb of all proposed subdivision right of- ways, and where applicable as shown on the plans. Sod at the back of asphalt curb shall be installed after a minimum of 1 inch of cut has been pulled so that the sod is flush or slightly below the back of asphalt, sod all slopes that are 5% or greater to limits of work. Contractor shall water sod till sod is established prior to COJ and FDOT acceptance. Dead sod shall be replaced at the contractor's expense. Sod shall meet COJ and FDOT specifications.

**Total**

Lump Sum Price: \$ 15,000.00 (Numerals)

Fifteen Thousand Dollars (Written)

8. **UTILITY AS-BUILTS** - Includes the preparation and submittal of all water and force main pipe as-builts including all water main crossings over or under stormwater pipe, force mains, and electrical conduit, as required by the JEA and FDOT.

**Total**

Lump Sum Price: \$ 5,000.00 (Numerals)

Five Thousand Dollars (Written)

Bid Item No. & Description	Total
1. MOBILIZATION AND SITE PREPARATION	\$ <u>39,000.00</u>
2. EROSION AND SEDIMENT CONTROL	\$ <u>6,000.00</u>
3. STORM WATER POLLUTION PREVENTION PLAN	\$ <u>2,000.00</u>
4. CLEARING	\$ <u>25,000.00</u>
5. WATER DISTRIBUTION SYSTEM	
a) 16-inch DIAMETER WATER MAIN (20" WM)	\$ <u>293,000.00</u>
b) Alternate 8" DIAMETER WATER MAIN	\$ <u>184,000.00</u>
6. FORCE MAIN SYSTEM	
A) 20-inch DIAMETER FORCE MAIN	\$ <u>294,000.00</u>
B) Alternate 4" DIAMETER FORCE MAIN	\$ <u>170,910.00</u>
C) 8" Directional Drill	\$ <u>14,000.00</u>
7. SEED AND MULCH AND SOD	\$ <u>15,000.00</u>
8. UTILITY AS-BUILTS	\$ <u>5,000.00</u>
Total \$	<u>693,000.00</u>

Note: Total above should not include Item 5 (b) & 6(b).

GENERAL NOTES:

1. The Contractor shall submit a detailed construction schedule with the bid proposal that outlines time frames for major work items. This schedule will be used in bid evaluation.
2. The Contractor is required to perform all tests as required by City of Jacksonville, JEA, FDOT and applicable utility companies prior to project acceptance.
3. The Contractor is responsible for visually inspecting the entire route prior to submitting bids and notifying the Engineer of discrepancies, which may affect the construction and its cost.
4. The selected Contractor will be required to submit an itemized schedule of values outlining all work items that will be used for monthly pay requests.
5. Standard contract documents as provided by the Owner will be used for the Contract and General Conditions.
6. Stub out all utilities beyond pavement edge as needed to continue into next phase and not disturb pavement of previous phase.
7. The Owner will provide the following survey stakeout work for the Contractor. All other necessary survey work must be provided by the Contractor.
  - A. Project Benchmark
  - B. Route Baseline Points
8. The Contractor shall be responsible for coordinating all work necessary with all utility companies.
9. The Contractor shall be responsible for coordinating the work necessary to complete all final approvals and acceptances.
10. Contractor shall complete his work in a professional and workman like manner typical of his industry. There shall be no sections or parts missing. Further, the work shall be complete and able to function for its intended use. The work must be continuous.
11. All storm drainage must be maintained to each property owner during construction. If this does not occur, the Contractor will be responsible for any damage that may result.
12. Burning of clearing debris generated on this project area is not allowed.
13. Water and sewer As-Builts must include elevation on all water/storm, water/sanitary, forcemain/water, forcemain/storm crossings and must meet JEA Standard 501 As-Built Drawings. .
14. The Contractor shall specify subcontractors to be used for major work items, i.e. water directional drill with drill equipment specified and management of drainage during construction.

15. The Contractor must comply with and include in his bid all costs associated with compliance with the Florida Trench Safety Act.
16. See attached Geotech report.

Contractor shall secure and pay for all right- of way construction permits, NPDES Permit and other permits required.

The undersigned Bidder has examined and read all Plans, Specifications, General and Special Conditions, and other Contract Documents and all Addenda thereto; and is acquainted with and fully understands the extent and character of the work covered by this Proposal and the specified requirements for the proposed work and submits this Bid with no unanswered questions.

The undersigned Bidder certifies that he has carefully examined the foregoing Proposal after the same was completed and has verified every item placed thereon; and agrees to indemnify, defend and save harmless the Owner and/or Engineer against any cost, damage or expense which may be incurred by any error in his preparation of same.

The undersigned Bidder agrees that he understands the following items:

If this Proposal is accepted by the Owner, the undersigned agrees to keep the bid in effect for Ninty Days (90) calendar days from the bid opening date.

If awarded the Contract, the undersigned agrees to begin work within five (5) calendar days after executing the contract and complete the improvements in accordance with the schedule shown.

The following attachments A,B, C & D are attached to and made a condition of this Bid.

- A. Attachment A – List of Proposed Subcontractors
- B. Attachment B – Certificate of Compliance with Florida Trench Safety Act
- C. Attachment C Bid affidavit
- D. Contractor's Licenses – supplied by contractor
- E. Initial Project Schedule – supplied by contractor
- F. Schedule of values – supplied by contractor
- G. Attachment D Proposer will have constructed three (3) projects similar in quality and scope of a minimum of \$5,000,000 each in completed construction over the last ten (10) years;
- H. Proposer is a licensed underground utility contractor in the State of Florida for a minimum of ten (10) years – supplied by contractor

JEA requires the project to be bonded and insured. JEA will be an additional oblige and named insured.



**LIST OF PROPOSED SUBCONTRACTORS**

List shall include the name of each Subcontractor where the amount of their work exceeds five percent (5%) of the Contract Price. Indicate percentage of Contract Price for each subcontractor listed. Attach additional information as needed.

**Subcontractor No. 1**

Name: Cody's Professional Surveying and Mapping

Description of Work: Survey/ Asbuilts

Percent of Contract Price: <1%

Previous Experience Together: Yes

**Subcontractor No. 2**

Name:

Description of Work:

Percent of Contract Price:

Previous Experience Together:

**Subcontractor No. 3**

Name:

Description of Work:

Percent of Contract Price:

Previous Experience Together:

**Subcontractor No. 4**

Name:

Description of Work:

Percent of Contract Price:

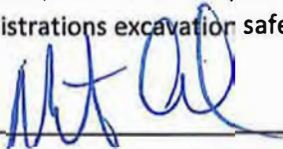
Previous Experience Together:

**ATTACHMENT B**

**CERTIFICATE OF COMPLIANCE WITH FLORIDA TRENCH SAFETY ACT**

Bidder acknowledges that he is solely responsible for complying with the Florida Trench Safety Act (ACT) and Occupational Safety and Health Administrations excavation safety standard 29 CFR 1926.650 (Subpart P as amended). Bidder further acknowledges that included in the various items of the proposal and in the Total Aggregate Lump Sum Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990 and the Occupational Safety and Health Administrations excavation safety standard, latest version.

By:



Martin Adams, General Manager

Bidder T B Landmark Construction, Inc.

Date: 5/31/2022

Authorized Signature

NOTE: This form must be completed and attached to the Bidder's Bid Proposal

**AFFIDAVIT REGARDING PROPOSAL (Attachment C)**

STATE OF Florida

COUNTY OF Duval

Before me, the undersigned authority, appeared the affiant, Martin Adams, and having taken an oath, affiant, based on personal knowledge, deposes and states:

*Authorization*

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of General Manager for T B Landmark Construction, Inc. ("**Proposer**") and am authorized to make this Affidavit Regarding Proposals on behalf of Proposer. **Proof of such authorization is attached hereto.**

2. I assisted with the preparation of, and have reviewed, the Proposer's proposal ("**Proposal**") provided in response to the Water and Force main Extensions on Lem Turner Road. All of the information provided in the Proposal is full and complete, and truthful and accurate. I understand that inclusion of false, deceptive or fraudulent statements, or the failure to include full and complete answers, may constitute fraud, and, that, among other remedies, the owner and JEA may consider such action on the part of the Proposer to constitute good cause for rejection of the Proposal.

*Receipt of Documents*

3. The Proposer acknowledges the receipt of the complete Project documents as provided by the owner and as described in the Project description. Additionally, the Proposer acknowledges receipt of the following addenda:

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

*Pricing & Non-Collusion*

4. The Proposer agrees through submission of the Proposal to honor all pricing information for ninety (90) days from the due date of the Proposals.

5. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging. The price(s) and amount(s) of this Proposal have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer, or review of any other Proposal, or potential Proposal. Moreover, neither the price(s) nor the amount(s) of this Proposal, and neither the approximate price(s) nor approximate amount(s) of this Proposal has been disclosed to any other firm or person who is a Proposer or potential Proposal, and they will not be disclosed before Proposal opening.

6. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Proposal for this contract, or to submit a price(s) higher than the prices in this Proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Proposal.

7. The Proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Proposal.

8. Neither Proposer nor its affiliates, subsidiaries, officers, director, or employees are currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to a public procurement process, on any public contract, except as follows:

N/A

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*Agreements Regarding Records and Project Manual*

9. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the Owner, or its authorized agents, deemed necessary to verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

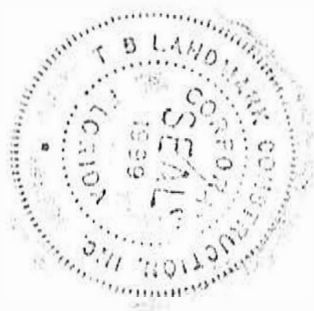
**UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING AFFIDAVIT REGARDING PROPOSALS AND THAT THE FACTS STATED IN IT ARE TRUE AND CORRECT.**

Dated this 31st day of May, 2022.

T B Landmark Construction, Inc.

(Corporate Seal, if applicable)

(Name of Proposer)



Martin Adams

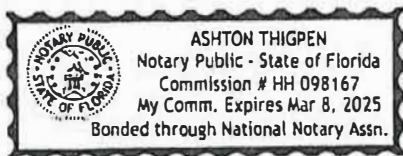
By: Martin Adams

Title: General Manager

STATE OF Florida

COUNTY OF Duval

The foregoing instrument was sworn and subscribed before me this 31st day of May, 2022, by Martin Adams of T B Landmark Construction, Inc. who is personally known to me or who has produced \_\_\_\_\_ as identification, and did ☒ or did not ☐ take the oath.



Ashton Thigpen

Notary Public, State of Florida

Print Name: Ashton Thigpen

Commission No.: HH 098167

My Commission Expires: 3/8/2025

EXHIBIT: Attach Proof of Authorization to Sign

ATTACHMENT A



LIMITED POWER OF ATTORNEY

STATE OF FLORIDA  
COUNTY OF DUVAL

Known all men by these presents, T B Landmark Construction, Inc. ("T B Landmark"), a Florida Corporation with principal offices at 11220 New Berlin Road, Jacksonville, Florida 32226 does hereby irrevocably constitute, nominate, appoint and authorize, Martin Adams, who presently resides at 6042 Antigua Court, Orange Park, FL 32003, and who is presently employed by T B Landmark holding the position of General Manager, as its true and lawful attorney-in-fact, to do in its name and on its behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of its bid for the proposed project, including but not limited to signing and submission of all bids, and other documents and writings, participating in bidders and other conferences, providing information/responses, representing it in all matters relating to the bidding process, signing and execution of all contracts and undertakings consequent to acceptance of its bid, and generally dealing with the necessary parties in all matters in connection with or relating to or arising out of its bid for the proposed project and/or upon award thereof to T B Landmark.

And T B Landmark hereby agrees to ratify and confirm, and does hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by its said attorney-in-fact pursuant to and in exercise of the powers conferred by this limited power of attorney, and that all acts, deeds, and things done by its said attorney-in-fact in exercise of the powers hereby conferred shall and shall always be deemed to have been done by T B Landmark.

In witness whereof, Robin Thigpen, on behalf of T B Landmark as its President, has executed this power of attorney on this 10<sup>th</sup> day of July, 2020.



Robin Thigpen, President

T B Landmark Construction, Inc.

SWORN AND SUBSCRIBED BEFORE ME THIS 10<sup>TH</sup> DAY OF JULY, 2020 BY ROBIN THIGPEN.



(Notary Public)

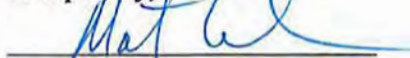
Print Name: Kyndell Bender

My Commission Expires: 07/9/2022



Kyndell Bender  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG236146  
Expires 7/9/2022

Accepted by,



Martin Adams, General Manager

T B Landmark Construction, Inc.

SWORN AND SUBSCRIBED BEFORE ME THIS 10<sup>TH</sup> DAY OF JULY, 2020 BY MARTIN ADAMS.



(Notary Public)

Print Name: Kyndell Bender

My Commission Expires: 07/9/2022



Kyndell Bender  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG238146  
Expires 7/9/2022



Ron DeSantis, Governor

Halsey Beshears, Secretary



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**THIGPEN, ROBIN RODNEY**

T B LANDMARK CONSTRUCTION INC  
3101 SUNSET LANDING DRIVE  
JACKSONVILLE FL 32226

**LICENSE NUMBER: CGC060694**

**EXPIRATION DATE: AUGUST 31, 2022**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





Ron DeSantis, Governor

Halsey Beshears, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE UNDERGROUND UTILITY & EXCAVATION CO. HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**THIGPEN, ROBIN RODNEY**

T B LANDMARK CONSTRUCTION INC  
3101 SUNSET LANDING DRIVE  
JACKSONVILLE FL 32226

**LICENSE NUMBER: CUC057226**

**EXPIRATION DATE: AUGUST 31, 2022**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

## Award #5 Supporting Documents 08/08/24



Attachment D - Bid Forms  
Water main and Force main extension on Lem Turner

Minimum Qualifications

THE MINIMUM QUALIFICATIONS SHALL BE SUBMITTED ON THIS FORM. IN ORDER TO BE CONSIDERED A QUALIFIED BIDDER BY JEA YOU MUST MEET THE MINIMUM QUALIFICATIONS LISTED BELOW AND BE ABLE TO PROVIDE ALL THE SERVICES LISTED IN THIS SOLICITATION.

THE BIDDER MUST COMPLETE THE BIDDER INFORMATION SECTION BELOW AND PROVIDE ANY OTHER INFORMATION OR REFERENCE REQUESTED. THE BIDDER MUST ALSO PROVIDE ANY ATTACHMENTS REQUESTED WITH THIS MINIMUM QUALIFICATIONS FORM.

BIDDER INFORMATION

COMPANY NAME: T B Landmark Construction, Inc.

BUSINESS ADDRESS: 11220 New Berlin Road

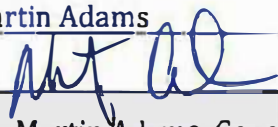
CITY, STATE, ZIP CODE: Jacksonville, FL 32226

TELEPHONE: (904) 751-1016

FAX: (904) 751-4125

E-MAIL: estimating@tblandmark.com

PRINT NAME OF AUTHORIZED REPRESENTATIVE: Martin Adams

SIGNATURE OF AUTHORIZED REPRESENTATIVE: 

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE: Martin Adams, General Manager

MINIMUM QUALIFICATIONS:

Bidder shall have the following Minimum Qualifications to be considered eligible to submit a Bid in response to this Solicitation.

- (1) Proposer shall be required to provide evidence of \$10,000,000 minimum bonding capacity from a Surety Company acceptable to Owner
- (2) Proposer shall provide proof of insurance including: General Liability Insurance capacity in an amount equal to or exceeding 5,000,000 Automobile Liability Insurance capacity in an amount equal or exceeding \$1,000,000 General Aggregate Insurance capacity in an amount equal or exceeding \$5,000,000;
- (3) Proposer will have constructed three (3) projects similar in quality and scope of a minimum of \$5,000,000 each in completed construction over the last ten (10) years
- (4) Proposer is a licensed underground utility contractor in the State of Florida for a minimum of ten (10) years



Attachment D - Bid Forms  
Water main and Force main extension on Lem Turner

**Reference 1**

Primary Nature of Service Provided West Grid- Wilson to Timuquana- 30" Force Main

Reference Name JE/ Beth DiMeo

Reference Phone Number (904) 665-8139

Reference E-Mail Address dimeea@jea.com

Contract Start Date December 2018

Contract End Date September 2020

Contract Value (Dollars) \$ \$10,837,192.10

Description of Project This project included open cut, HDD and jack and bore installation of a new force main from Timuquana Blvd west to Wilson Avenue. 12,630 LF of 30" PVC was installed by open cut, 900 LF of 36" HDPE was installed by subaqueous HDD, and 908 LF of 6" HDPE was installed by HDD. The jack and bore consisted of 160 LF of 48" casing with 30" DR25 PVC inside. This project also included 234 LF of 30" stainless steel aerial crossing, installation of an 8 foot diameter Type G manhole, 250 LF of 16" FM bypass system to set the manhole, grout filling 12,000 LF of existing DI force main, and complete mill and overlay of project area.

Attachment D - Bid Forms  
Water main and Force main extension on Lem Turner

**Reference 2**

Primary Nature of Service Provided 16" Steel Pipeline Callahan

Reference Name Peninsula Pipeline/John Burke

Reference Phone Number (561) 838-1847

Reference E-Mail Address jburke@chpk.com

Contract Start Date August 2019

Contract End Date August 2020

Contract Value (Dollars) \$ 26,000,000.00

Description of Project Welding, installation, testing, and restoration of 26.4 miles of 16" steel  
main running through the Town of Callahan to Yulee. This amount included 51,356 LF  
of HDD, 87,376 LF of open cut, and 678 LF of jack & bore.

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This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page.

Attachment D - Bid Forms  
Water main and Force main extension on Lem Turner

**Reference 4**

Primary Nature of Service Provided Heathrow Well Field Redirect

Reference Name Seminole County/ James Monahan

Reference Phone Number (407) 665-2021

Reference E-Mail Address jmonahan02@seminolecountyfl.gov

Contract Start Date July 2013

Contract End Date March 2014

Contract Value (Dollars) \$ \$4,234,160.00

Description of Project This project included approximately 12,000 LF of 24" and 30" raw water main along International Parkway and First Street. The 24" raw water main ties into the existing 12" ductile iron water main. This job was installed by open cut, HDD and jack & bore. The HDD consisted of 5,620 LF of 30" HDPE performed in 5 shots: 480 LF, 700 LF, 1,200 LF, 1,600 LF and 1,640 LF.

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PROFESSIONAL REGULATIONFlorida  
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## LICENSEE DETAILS

2:24:36 PM 5/27/2022

## Licensee Information

Name:	THIGPEN, ROBIN RODNEY (Primary Name) T B LANDMARK CONSTRUCTION INC (DBA Name)
Main Address:	11220 NEW BERLIN ROAD JACKSONVILLE Florida 32226
County:	DUVAL
License Mailing:	11800 SHEFFIELD RD JACKSONVILLE FL 32226

## License Information

License Type:	Certified Underground Utility and Excavation Contractor
Rank:	Cert Under
License Number:	CUC057226
Status:	Current,Active
Licensure Date:	12/17/1999
Expires:	08/31/2024

Special  
Qualifications

## Qualification Effective

Construction Business	02/20/2004
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## Alternate Names

[View Related License Information](#)[View License Complaint](#)2601 Blair Stone Road, Tallahassee FL 32399 :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395The State of Florida is an AA/EEO employer. Copyright 2007-2010 State of Florida. [Privacy Statement](#)

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. \*Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must





## CECIL W. POWELL & COMPANY

INSURANCE, INTERNATIONAL FINANCIAL PLANNING AND SURETY BONDS SINCE 1935  
219 N. NEWMAN STREET • P.O. DRAWER 41490, JACKSONVILLE, FLORIDA 32203-1490  
PHONE (904) 353-3181 • FAX (904) 353-5722 • [www.cwpowellins.com](http://www.cwpowellins.com)

May 9, 2022

AMH Development  
8936 Western Way #12  
Jacksonville, FL 32256

RE: T B Landmark Construction, Inc.

To Whom It May Concern:

Cecil W. Powell & Company is the bonding agent for T B Landmark Construction, Inc. Based on normal and standard underwriting criteria at the time of the request, Performance and Payment bonds will be provided on for projects up to \$40,000,000.00 single and \$90,000,000.00 in the aggregate with the provision that we and Travelers Casualty and Surety Company of America reserve the right to review final contract documents, bond forms, and obtain satisfactory evidence of funding prior to any final commitment to issue bonds, and do not assume liability to any third party, including yourselves, if we do not execute said bonds.

T B Landmark Construction, Inc. is bonded through Travelers Casualty and Surety Company of America. Travelers Casualty and Surety Company of America has an A.M. Best rating of "A++ XV" and is listed on the U.S. Treasury Department's Listing of Approved Sureties (Department Circular 570).

T B Landmark Construction, Inc. is an excellent contractor and we hold them in the highest regard. We feel extremely confident in our contractor and encourage you to offer them an opportunity to execute any upcoming projects.

If you should have any questions, please do not hesitate to call.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert T. Theus".

Robert T. Theus  
Vice President  
Surety Department





TBLANDM-01

DSMITH2

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/16/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hub International Florida 1560 Orange Avenue Suite 750 Winter Park, FL 32789	CONTACT NAME:		FAX (A/C, No.): (407) 629-6378	
	PHONE (A/C, No, Ext): (407) 894-5431		E-MAIL ADDRESS: Certificates.FLA@HubInternational.com	
INSURED  TB Landmark Construction, Inc. 11220 New Berlin Road Jacksonville, FL 32226	INSURER(S) AFFORDING COVERAGE			NAIC #
	INSURER A: Zurich American Insurance Company			16535
	INSURER B: American Guarantee & Liability Insurance Company			26247
	INSURER C: Federal Insurance Company			20281
	INSURER D: Steadfast Insurance Company			26387
	INSURER E:			
INSURER F:				

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR LTR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			GLO6558263-13	11/23/2021	11/23/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP6558264-13	11/23/2021	11/23/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ 0			AUC1067369-04	11/23/2021	11/23/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 Over GL,AL,EL \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC0217374-06	11/23/2021	11/23/2022	<input checked="" type="checkbox"/> PER <input type="checkbox"/> OTH E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - FEA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000
C	Equipment Floater			6691538	11/23/2021	11/23/2022	Leased/Rented \$ 400,000
D	Poll & Prof/E&O			EOC-0271720-04	11/23/2021	11/23/2022	Poll & Prof/Rtn \$25K 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

\*For Informational Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

2021-0517

## Percy Oaks Offsite Water and Force Main Improvements

Number	Bid Item	Original		Revised	
		TB Landmark	JEA Estimate	TB Landmark	JEA Estimate
1	Mobilization and Site prep	\$ 39,000.00		\$ 39,000.00	
2	Erosion and Sediment Control	\$ 6,000.00		\$ 6,000.00	
3	Stormwater Pollution Prevention	\$ 2,000.00		\$ 2,000.00	
4	Clearing	\$ 25,000.00		\$ 25,000.00	
5	Water Distribution				
	a Water main - 20" for JEA	\$ 293,000.00		\$ 302,000.00	
	b Alternate 8" WM	\$ 184,000.00		\$ 193,000.00	
	Cost participation Amount	\$ 109,000.00	\$176,530.00	\$ 109,000.00	\$182,593.00
6	Force main system				
	a Force main - 20" for JEA	\$ 294,000.00		\$ 638,700.00	
	b1 Alternate 4" FM	\$ 170,910.00		\$ 180,910.00	
	b2 8" Directional Drill	\$ 14,000.00		\$ 20,000.00	
	Percy Rd Asphalt	NA		\$ 16,500.00	
	Cost participation Amount	\$ 123,090.00	\$204,958.00	\$ 437,790.00	\$427,139.00
7	Seed and Mulch	\$ 15,000.00		\$ 12,500.00	
8	Asbuilts	\$ 5,000.00		\$ 5,000.00	
	Total	\$ 693,000.00		\$1,046,700.00	
	Total Participation Amount	\$ 232,090.00	\$381,488.00	\$546,790.00	\$609,732.00

## Work description:

Upsize 590 ft of 4 inch force main to 20 inch

Upsize 540 ft of 8 inch water main to 20 inch

73 lots



## **BID FORM**

**FOR**

**Public Utilities**

## **RiverTown Main Street Phase 5**

*Prepared by*

**PROSSER**

October 09, 2023

# BID FORM

## TABLE OF ARTICLES

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Article 6 – Time of Completion .....	2
Article 7 – Attachments To This Bid .....	2
Article 8 – Defined Terms .....	3
Article 9 – Bid Submittal.....	3



## ARTICLE 1 – BID RECIPIENT

- 1.01 The Entity the bid is addressed to: The physical address the bid is submitted to:
- Mattamy Jacksonville, LLC**                      **Prosser, Inc.      Attn: Shane Haslauer**  
**39 Riverwalk Blvd**                              **13901 Sutton Park Drive S. Suite 200**  
**St Johns, FL 32259**                              **Jacksonville, FL 32224**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

## ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for **60 days** after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

## ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>Addendum #1</u>	<u>11/3/23</u>
<u>Addendum #2</u>	<u>11/10/23</u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions that have been identified in SC-4.06
- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
-

## Award #6 Supporting Documents 08/08/24

- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

### ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

- A. this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

### ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

<b>Lump Sum Price-</b>	Four Million Eight Hundred Twenty Nine Thousand Three Hundred Forty Two Dollars and Forty Seven Cents	<b>\$4,829,342.47</b>
	<b>Written</b>	<b>Numeric</b>

### ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within **180** calendar days, after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions within **210** calendar days after the date when the Contract Times commence to run.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.
  - A. **Liquidated damages for failure to meet times specified will be \$1000/ calendar day.**

### ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are attached to and made a condition of this Bid:
  - A. Schedule of Values

**ARTICLE 8 - DEFINED TERMS**

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 9 - BID SUBMITTAL**

9.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
*(Individual's signature)*

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
*(Signature of general partner – attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

A Corporation

Corporation Name: Burnham Construction Inc. (SEAL)

State of Incorporation: Florida  
Type (General Business, Professional, Service, Limited Liability): General Business

By: David M. Burnham  
*(Signature – attach evidence of authority to sign)*

Name (typed or printed): David Burnham

Title: President  
(CORPORATE SEAL)

Attest: \_\_\_\_\_  
*(Signature of Corporate Secretary)*

Date of Qualification to do business in Florida [State Where Project is Located] is 12 \ 10 \ 04.

A Joint Venture

Name of Joint Venturer: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner – attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

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

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner – attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

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

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business address: 11413 Enterprise East Blvd Macclenny, FL 32063

Phone: 904-259-5360 Facsimile: 904-259-5380

Submitted on November 14, 20 23.

State Contractor License No. CUC1224415 (If applicable)



# STANDARD FORM OF AGREEMENT

FOR

## RiverTown Main Street Phase 5

*Prepared by*

**PROSSER**

**October 09, 2023**



**STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND CONTRACTOR FOR  
CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between **Mattamy Jacksonville, LLC**

(Owner)

and Burnham Construction, Inc.

(Contractor)

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

**ARTICLE 1 - WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**Site work as shown on construction plans titled “Rivertown Main Street Phase 5”**

**ARTICLE 2 - THE PROJECT**

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

**“Rivertown Main Street Phase 5”**

**ARTICLE 3 - ENGINEER**

3.01 The Project has been designed by

**Prosser, Inc.  
13901 Sutton Park Drive South  
Jacksonville, FL 32224**

(Engineer), who is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 - CONTRACT TIMES**

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 180 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 210 days after the date when the Contract Times commence to run. Bidders shall provide a work schedule as part of the submittal.

**ARTICLE 5 - CONTRACT PRICE**

## Award #6 Supporting Documents 08/08/24

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, ~~5.01.B~~, and 5.01.C below:

A. For all Work other than Unit Price Work, a Lump Sum of:

Four Million Eight Hundred Twenty Nine Thousand Three Hundred Forty Two Dollars and Forty Seven Cents      \$      4,829,342.47

(written)

(numeric)

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

### ARTICLE 6 - PAYMENT PROCEDURES

#### 6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

#### 6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

a. 90 percent of Work completed (with the balance being retainage).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 300 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

#### 6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 12 percent per annum.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## ARTICLE 9 - CONTRACT DOCUMENTS

### 9.01 Contents

#### A. The Contract Documents consist of the following:

1. This Agreement
2. General Conditions
3. Supplementary Conditions
4. Construction Drawings (As described by Article 2 above)
5. Exhibits to this Agreement:
  - a. Contractor's Bid (Bid Form and correlating Schedule of Values)
6. The following which may be delivered or issued on or after the Effective Date of the Agreement and *are not attached hereto*:
  - a. Notice to Proceed -

#### B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

#### C. There are no Contract Documents other than those listed above in this Article 9.

#### D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## ARTICLE 10 - MISCELLANEOUS

### 10.01 Terms

#### A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### 10.02 Assignment of Contract

#### A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### 10.03 Successors and Assigns

#### A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### 10.04 Severability

#### A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on November 14, 2023 (which is the Effective Date of the Agreement).

OWNER:

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

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

[CORPORATE SEAL]

Attest: \_\_\_\_\_

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

Address for giving notices: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

Designated Representative:

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

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

Company: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

CONTRACTOR:

Burnham Construction Inc.

By: David Burnham

Title: David Burnham, President

[CORPORATE SEAL]

Attest: Verona BurnhamTitle: Verona Burnham, VP Administration

Address for giving notices: \_\_\_\_\_

11413 Enterprise East Blvd.

Macclenny, FL 32063

License No.: CUC#1224415  
(Where applicable)Agent for service or process: \_\_\_\_\_  
\_\_\_\_\_

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Name: Erica Bridger

Title: Project Manager

Company: Burnham Construction, Inc.

Address: 11413 Enterprise East Blvd.

Macclenny, FL 32063

Phone: 904-259-5360

Email: ebridger@burnhamconstructioninc.com



## Schedule of Values

## RiverTown Main Street Phase 5 - Public Utilities

Item	Description	Unit	Unit Cost	Qty	Totals
1	Water Main	Lf	242.61	6580	\$1,596,376.67
2	Force Main	LF	128.15	3480	\$445,946.05
3	Reclaim Main	LF	241.51	11,540	\$2,787,019.75
<b>Total Bid Amount</b>					<b>\$4,829,342.47</b>

Rivertown Main Street 5 Public

Burnham Construction

Award #6 Supporting Documents 08/08/24

Tag 2	Division Code	Description	Pay Quantity	Forecast (T/O) Quantity	UOM	Unit Price (current)	Total Price (current)
001 (Water Main)							\$1,596,376.67
001000 (General Conditions)							\$42,722.54
001	001000	General Conditions	1.00	1.00	Lump Sum	\$42,722.54	\$42,722.54
002000 (Bonds & Insurance)							\$18,160.68
001	002000	Payment & Performance Bonds	1.00	1.00	Lump Sum	\$18,160.68	\$18,160.68
003000 (Surveying)							\$28,481.69
001	003000	Surveying	1.00	1.00	Lump Sum	\$28,481.69	\$28,481.69
004000 (As Builts)							\$21,361.98
001	004000	As Builts	1.00	1.00	Lump Sum	\$21,361.98	\$21,361.98
016000 (Potable Water Main)							\$1,485,649.78
001	016000	16" DR18 PVC Water Main	5,720.00	5,720.00	Linear Feet	\$122.51	\$700,757.20
001	016000	12" DR18 PVC Water Main	20.00	20.00	Linear Feet	\$88.63	\$1,772.60
001	016000	16" Ductile Iron Water Main	200.00	200.00	Linear Feet	\$133.25	\$26,650.00
001	016000	8" DR18 PVC Water Main	540.00	540.00	Linear Feet	\$49.24	\$26,589.60
001	016000	6" DR18 PVC Water Main	100.00	100.00	Linear Feet	\$34.82	\$3,482.00
001	016000	16" Joint Restraints	100.00	100.00	Each	\$1,206.16	\$120,616.00
001	016000	8" Joint Restraints	8.00	8.00	Each	\$606.46	\$4,851.68
001	016000	16" Ductile Iron Adapters	10.00	10.00	Each	\$1,250.70	\$12,507.00
001	016000	16"x8" Cross	1.00	1.00	Each	\$3,296.63	\$3,296.63
001	016000	16" Gate Valve	12.00	12.00	Each	\$11,391.08	\$136,692.96
001	016000	8" Gate Valve	5.00	5.00	Each	\$3,941.76	\$19,708.80
001	016000	6" Gate Valve	9.00	9.00	Each	\$2,874.29	\$25,868.61
001	016000	Valve Box Installation	26.00	26.00	Each	\$410.50	\$10,673.00
001	016000	Sample Point	8.00	8.00	Each	\$393.55	\$3,148.40
001	016000	Flushing Hydrant	6.00	6.00	Each	\$3,062.80	\$18,376.80
001	016000	Locate Wire Box	15.00	15.00	Each	\$383.28	\$5,749.20
001	016000	Fire Hydrant	9.00	9.00	Each	\$7,732.25	\$69,590.25

Rivertown Main Street 5 Public

Burnham Construction

Award #6 Supporting Documents 08/08/24

Tag 2	Division Code	Description	Pay Quantity	Forecast (T/O) Quantity	UOM	Unit Price (current)	Total Price (current)
001	016000	16 x 16" Tee	3.00	3.00	Each	\$3,767.93	\$11,303.79
001	016000	16 x 8" Tee	3.00	3.00	Each	\$2,792.74	\$8,378.22
001	016000	16 x 6" Tee	9.00	9.00	Each	\$2,668.94	\$24,020.46
001	016000	16" Insert-A-Valve	1.00	1.00	Each	\$56,410.39	\$56,410.39
001	016000	16" 45 Bend	13.00	13.00	Each	\$2,399.92	\$31,198.96
001	016000	12" 45 Bend	1.00	1.00	Each	\$1,393.64	\$1,393.64
001	016000	8" 45 Bend	2.00	2.00	Each	\$904.52	\$1,809.04
001	016000	16" 22.5 Bend	1.00	1.00	Each	\$2,363.23	\$2,363.23
001	016000	16" 11.25 Bend	13.00	13.00	Each	\$2,413.68	\$31,377.84
001	016000	16x12" Reducer	1.00	1.00	Each	\$1,838.95	\$1,838.95
001	016000	16" Cap	1.00	1.00	Each	\$1,519.50	\$1,519.50
001	016000	8" Cap	5.00	5.00	Each	\$731.80	\$3,659.00
001	016000	16" Conflict	3.00	3.00	Each	\$16,719.93	\$50,159.79
001	016000	8" Conflict	2.00	2.00	Each	\$6,649.12	\$13,298.24
001	016000	Punch Out for Water Main	6,580.00	6,580.00	Linear Feet	\$3.08	\$20,266.40
001	016000	Flushing & BT's for Water Main	6,580.00	6,580.00	Linear Feet	\$1.68	\$11,054.40
001	016000	Locate Wire Test for Water Main	6,580.00	6,580.00	Linear Feet	\$1.27	\$8,356.60
001	016000	Pressure Test for Water Main	6,580.00	6,580.00	Linear Feet	\$2.57	\$16,910.60
002 (Force Main)							\$445,946.05
001000 (General Conditions)							\$12,596.62
002	001000	General Conditions	1.00	1.00	Lump Sum	\$12,596.62	\$12,596.62
002000 (Bonds & Insurance)							\$6,589.73
002	002000	Payment & Performance Bonds	1.00	1.00	Lump Sum	\$6,589.73	\$6,589.73
003000 (Surveying)							\$8,398.23
002	003000	Surveying	1.00	1.00	Lump Sum	\$8,398.23	\$8,398.23
004000 (As Builts)							\$6,298.31
002	004000	As Builts	1.00	1.00	Lump Sum	\$6,298.31	\$6,298.31

## Rivertown Main Street 5 Public

Burnham Construction

Award #6 Supporting Documents 08/08/24

Tag 2	Division Code	Description	Pay Quantity	Forecast (T/O) Quantity	UOM	Unit Price (current)	Total Price (current)
018000 (Force Main)							\$412,063.16
002	018000	10" PVC DR 18 Force Main	980.00	980.00	Linear Feet	\$66.47	\$65,140.60
002	018000	6" PVC DR 18 Force Main	2,500.00	2,500.00	Linear Feet	\$34.82	\$87,050.00
002	018000	10" Joint Restraints	18.00	18.00	Each	\$1,154.08	\$20,773.44
002	018000	6" Joint Restraints	30.00	30.00	Each	\$540.74	\$16,222.20
002	018000	10" Sleeve	1.00	1.00	Each	\$1,922.51	\$1,922.51
002	018000	Air Release Valve Assembly	5.00	5.00	Each	\$9,235.10	\$46,175.50
002	018000	Air Release Manhole	5.00	5.00	Each	\$9,334.46	\$46,672.30
002	018000	6" Gate Valves	8.00	8.00	Each	\$2,816.20	\$22,529.60
002	018000	Valve Box Installation	8.00	8.00	Each	\$352.42	\$2,819.36
002	018000	Locate Wire Box	8.00	8.00	Each	\$383.28	\$3,066.24
002	018000	10 x 6" Tee	1.00	1.00	Each	\$2,165.54	\$2,165.54
002	018000	6" 90 Bend	2.00	2.00	Each	\$1,222.45	\$2,444.90
002	018000	6" 45 Bend	14.00	14.00	Each	\$1,172.01	\$16,408.14
002	018000	6" 11.25 Bend	11.00	11.00	Each	\$1,161.31	\$12,774.41
002	018000	10x6" Reducer	1.00	1.00	Each	\$1,604.57	\$1,604.57
002	018000	6" Cap	2.00	2.00	Each	\$1,031.39	\$2,062.78
002	018000	10" Conflict	1.00	1.00	Each	\$11,265.48	\$11,265.48
002	018000	6" Conflict	3.00	3.00	Each	\$7,174.93	\$21,524.79
002	018000	Punch Out Force Main	3,480.00	3,480.00	Linear Feet	\$3.08	\$10,718.40
002	018000	Flushing for Force Main	3,480.00	3,480.00	Linear Feet	\$1.54	\$5,359.20
002	018000	Locate Wire Test for Force Main	3,480.00	3,480.00	Linear Feet	\$1.27	\$4,419.60
002	018000	Pressure Test for Force Main	3,480.00	3,480.00	Linear Feet	\$2.57	\$8,943.60
003 (Reclaim Main)							\$2,787,019.75
001000 (General Conditions)							\$75,734.02
003	001000	General Conditions	1.00	1.00	Lump Sum	\$75,734.02	\$75,734.02
002000 (Bonds & Insurance)							\$30,427.31



Rivertown Main Street 5 Public

Burnham Construction

Award #6 Supporting Documents 08/08/24

Tag 2	Division Code	Description	Pay Quantity	Forecast (T/O) Quantity	UOM	Unit Price (current)	Total Price (current)
003	002000	Payment & Performance Bonds	1.00	1.00	Lump Sum	\$30,427.31	\$30,427.31
003000 (Surveying)							\$50,489.35
003	003000	Surveying	1.00	1.00	Lump Sum	\$50,489.35	\$50,489.35
004000 (As Builts)							\$52,152.15
003	004000	As Builts	1.00	1.00	Lump Sum	\$52,152.15	\$52,152.15
008000 (Maintenance of Traffic)							\$53,569.23
003	008000	Maintenance of Traffic	1.00	1.00	Lump Sum	\$53,569.23	\$53,569.23
017000 (Reuse Water Main)							\$2,524,647.69
003	017000	Case X Repair for Reuse Main	330.00	330.00	Square Yard	\$85.71	\$28,284.30
003	017000	16" DR18 PVC Reuse Main	1,340.00	1,340.00	Linear Feet	\$122.28	\$163,855.20
003	017000	12" DR18 PVC Reuse Main	3,900.00	3,900.00	Linear Feet	\$88.40	\$344,760.00
003	017000	16" Ductile Iron Reuse Main	40.00	40.00	Linear Feet	\$133.02	\$5,320.80
003	017000	8" DR18 PVC Reuse Main	260.00	260.00	Linear Feet	\$49.01	\$12,742.60
003	017000	20" Ductile Iron Reuse Main	5,900.00	5,900.00	Linear Feet	\$174.41	\$1,029,019.00
003	017000	12" Ductile Iron Reuse Main	100.00	100.00	Linear Feet	\$95.48	\$9,548.00
003	017000	16" Joint Restraints	51.00	51.00	Each	\$1,206.16	\$61,514.16
003	017000	12" Joint Restraints	70.00	70.00	Each	\$770.15	\$53,910.50
003	017000	8" Joint Restraints	11.00	11.00	Each	\$606.46	\$6,671.06
003	017000	20" Ductile Iron Joint Restraints	95.00	95.00	Each	\$1,499.66	\$142,467.70
003	017000	16" Sleeve	2.00	2.00	Each	\$2,309.73	\$4,619.46
003	017000	20" Sleeve	2.00	2.00	Each	\$3,227.85	\$6,455.70
003	017000	16" Gate Valve	4.00	4.00	Each	\$11,333.16	\$45,332.64
003	017000	12" Gate Valve	4.00	4.00	Each	\$6,761.74	\$27,046.96
003	017000	8" Gate Valve	5.00	5.00	Each	\$3,883.68	\$19,418.40
003	017000	20" Gate Valve	7.00	7.00	Each	\$21,467.44	\$150,272.08
003	017000	Valve Box Installation	21.00	21.00	Each	\$352.42	\$7,400.82
003	017000	Flushing Hydrant	8.00	8.00	Each	\$3,045.33	\$24,362.64

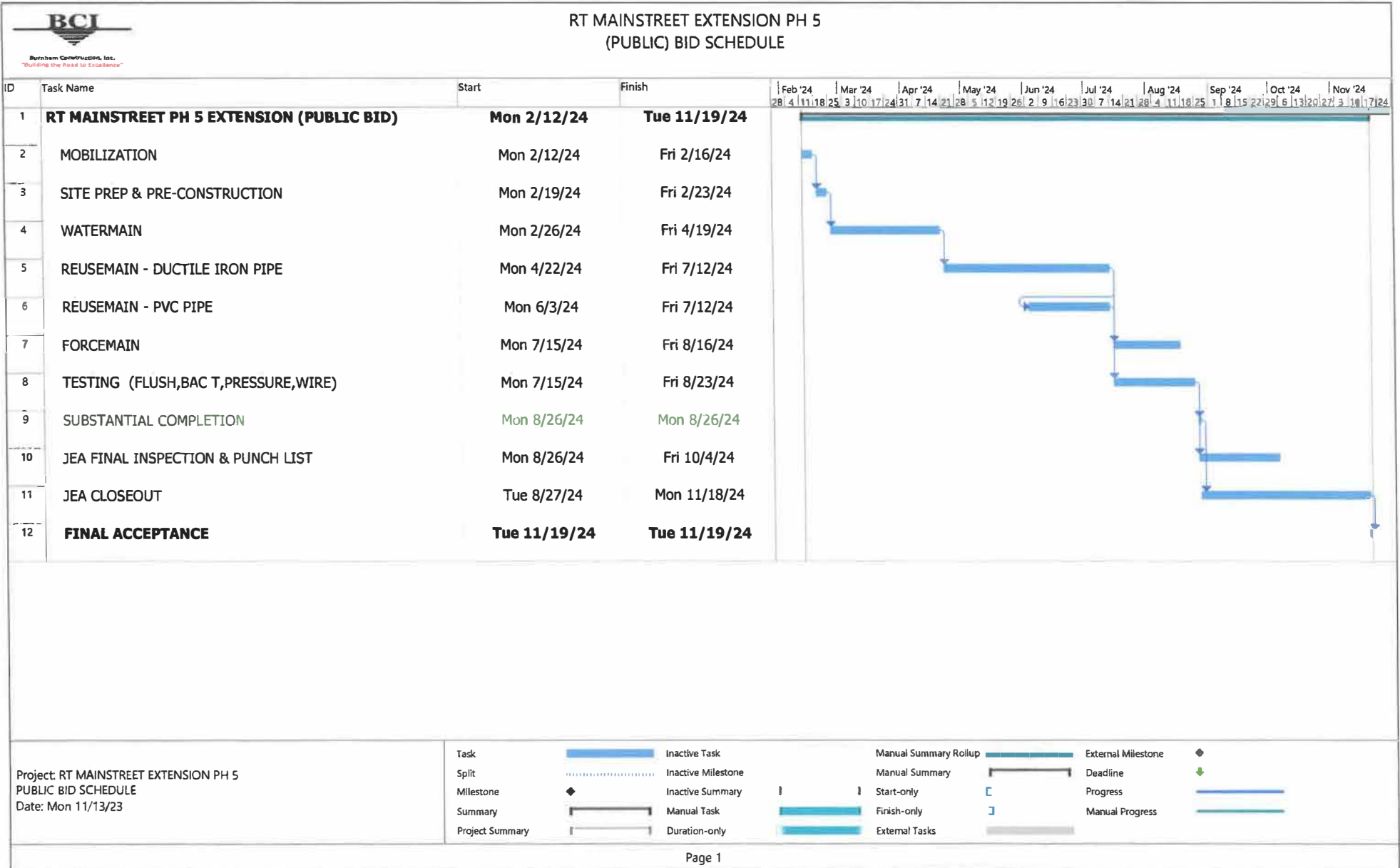


Rivertown Main Street 5 Public

Burnham Construction

Award #6 Supporting Documents 08/08/24

Tag 2	Division Code	Description	Pay Quantity	Forecast (T/O) Quantity	UOM	Unit Price (current)	Total Price (current)
003	017000	Locate Wire Box	26.00	26.00	Each	\$383.28	\$9,965.28
003	017000	16 x 16" Tee	1.00	1.00	Each	\$3,767.93	\$3,767.93
003	017000	16 x 8" Tee	1.00	1.00	Each	\$1,871.05	\$1,871.05
003	017000	12 x 8" Tee	4.00	4.00	Each	\$1,659.60	\$6,638.40
003	017000	16" 45 Bend	4.00	4.00	Each	\$2,399.92	\$9,599.68
003	017000	12" 45 Bend	24.00	24.00	Each	\$1,393.64	\$33,447.36
003	017000	8" 45 Bend	4.00	4.00	Each	\$904.52	\$3,618.08
003	017000	20" 45 Bend	30.00	30.00	Each	\$3,359.30	\$100,779.00
003	017000	12" 11.25 Bend	19.00	19.00	Each	\$1,311.10	\$24,910.90
003	017000	20" 11.25 Bend	23.00	23.00	Each	\$3,336.37	\$76,736.51
003	017000	16x12" Reducer	1.00	1.00	Each	\$1,838.95	\$1,838.95
003	017000	20x16" Reducer	1.00	1.00	Each	\$2,687.28	\$2,687.28
003	017000	16" Cap	1.00	1.00	Each	\$1,519.50	\$1,519.50
003	017000	12" Cap	1.00	1.00	Each	\$959.55	\$959.55
003	017000	8" Cap	5.00	5.00	Each	\$731.80	\$3,659.00
003	017000	6" Cap	1.00	1.00	Each	\$2,018.80	\$2,018.80
003	017000	Punch Out for Reuse Main	11,540.00	11,540.00	Linear Feet	\$3.08	\$35,543.20
003	017000	Flushing for Reuse Main	11,540.00	11,540.00	Linear Feet	\$1.54	\$17,771.60
003	017000	Locate Wire Test for Reuse Main	11,540.00	11,540.00	Linear Feet	\$1.27	\$14,655.80
003	017000	Pressure Test for Reuse Main	11,540.00	11,540.00	Linear Feet	\$2.57	\$29,657.80
							\$4,829,342.47



# *State of Florida*

## *Department of State*

I certify from the records of this office that BURNHAM CONSTRUCTION, INC. is a corporation organized under the laws of the State of Florida, filed on December 10, 2004.

The document number of this corporation is P04000166626.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on April 4, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Fourth day of April, 2023*



  
**Secretary of State**

**Tracking Number: 2345516042CC**

**To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.**

**<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>**

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that **Burnham Construction, Inc** as Principal, hereinafter called the Principal, and **Merchants Bonding Company (Mutual)** a corporation duly organized under the laws of the State of IA as Surety, hereinafter called the Surety, are held and bound unto **Mattamy Homes** as Obligee, hereinafter called the Obligee, in the sum of

Five Percent of Bid Amount

Dollars( 5% )

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

**Rivertown Main Street Phase 5 Public Utilities**

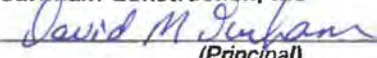
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and Sealed this 14th day of November, 2023

  
(Witness)

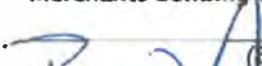
  
(Witness)

**Burnham Construction, Inc**

  
(Principal) (Seal)

President  
(Title)

**Merchants Bonding Company (Mutual)**

  
(Surety) (Seal)

(Title)  
Benjamin Powell, Attorney in Fact

**MERCHANTS**  
**BONDING COMPANY, INC.**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Benjamin Powell; Fitzhugh K Powell Jr; Robert T Theus; Susan W Jordan

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 18, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December, 2022.



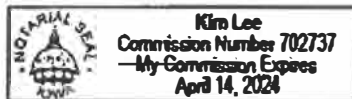
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

*Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 8th day of December 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Kim Lee*

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 14th day of November, 2023.



*William Warner Jr.*  
Secretary



BOND NUMBER 100304060



# AIA DOCUMENT A312-2010

## Performance Bond

### CONTRACTOR:

(Name, legal status and address)

Burnham Construction, Inc  
11413 Enterprise East Blvd  
Macclenny, FL 32063

### SURETY:

(Name, legal status and principal place of business)

Merchants Bonding Company (Mutual)  
PO Box 14498  
Des Moines, IA 50306-3498

### OWNER:

(Name, legal status and address)

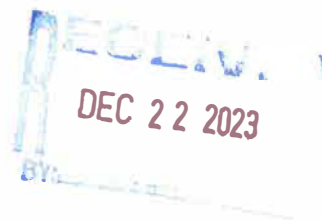
Mattamy Jacksonville, LLC  
17800 Belfort Parkway, Suite 195  
Jacksonville, FL 32256

### CONSTRUCTION CONTRACT

Date: 12/18/2023

Amount: \$4,829,342.47

Description: (Name and Location) 2022-3807 Rivertown Main Street Phase 5



### BOND

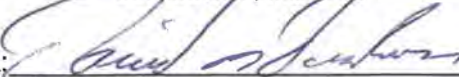
Date: 12/20/2023

Amount: \$4,829,342.47

Modifications to this Bond: ☒ None ☐ See Section 16

### CONTRACTOR AS PRINCIPAL

Company: Burnham Construction, Inc (Corporate Seal)

X: 

Name and Title:

### SURETY

Company: Merchants Bonding Company (Mutual) (Corporate Seal)

X: 

Name and Title: Benjamin Powell, Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY—Name, Address and telephone

### AGENT or BROKER:

Cecil W. Powell & Company  
219 N. Newnan Street  
Jacksonville, FL 32202

### OWNER'S REPRESENTATIVE:

(Architect, Engineer or Other Party)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract;

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

*(Space is provided for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_  
(Corporate Seal)

**SURETY**

Company: \_\_\_\_\_  
(Corporate Seal)

X: \_\_\_\_\_  
Name and Title:

X: \_\_\_\_\_  
Name and Title:

**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Benjamin Powell; Fitzhugh K Powell Jr; Robert T Theus; Susan W Jordan

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

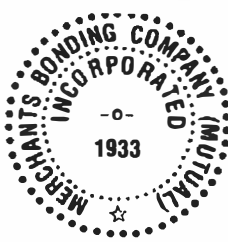
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December, 2022.



**MERCHANTS BONDING COMPANY (MUTUAL)**  
**MERCHANTS NATIONAL BONDING, INC.**  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

*Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 8th day of December, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Kim Lee*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 20th day of December, 2023.



*William Warner Jr.*  
Secretary



Award #6 Supporting Documents 08/08/24

2022-3807

Rivertown Main

St Phase 5

Number	Bid Item	Quantity		Unit	UC	UC	Grimes Utilities Inc.	Burnham	Grimes	Burnham Construction	Vallencourt	Engineer's	JEA Estimate
		Grimes	Burnham			Construction					Co. Inc.	Estimate	
1	Water Main	6620	6580	LF	229.25	242.61	\$ 1,517,635.00	\$ 1,596,376.67	No Bid	\$1,625,000.00	\$ 1,879,650.00		
2	Force Main	3740	3480	LF	90	128.15	\$ 336,600.00	\$ 445,946.05	No Bid	\$787,500.00	\$ 413,130.00		
3	Reclaim Main	11520	11540	LF	281.5	241.51	\$ 3,242,880.00	\$ 2,787,019.75	No Bid	\$3,450,000.00	\$ 3,247,876.00		
Total							\$ 5,097,115.00	\$ 4,829,342.47		\$5,862,500.00	\$ 5,540,656.00		
13%													
50%													
								Water	\$	798,188.34			
								Sewer	\$	222,973.03			
								Reuse	\$	1,393,509.88			



**BID FORM**

**FOR**

**Public Utilities**

**RiverTown Parcel 39**

*Prepared by*

**PROSSER**

February 01, 2024

**ORIGINAL**



**GRIMES**  
Utilities, Inc.

## ARTICLE 1 – BID RECIPIENT

- 1.01 The Entity the bid is addressed to: The physical address the bid is submitted to:
- Mattamy Jacksonville, LLC**      **Prosser, Inc.      Attn: Shane Haslauer**  
**39 Riverwalk Blvd**      **13901 Sutton Park Drive S. Suite 200**  
**St Johns, FL 32259**      **Jacksonville, FL 32224**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

## ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

## ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>NO. 1</u>	<u>2/28/2024</u>
<u>                    </u>	<u>                    </u>
<u>                    </u>	<u>                    </u>

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions that have been identified in SC-4.06
- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
-



- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

#### ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

- A. this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

#### ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

	One Million One Hundred Fifty Six	
Lump Sum Price-	Thousand Nine Hundred Dollars & Zero Cents	\$1,156,900.00
	Written	Numeric

#### ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 180 calendar days, after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions within 210 calendar days after the date when the Contract Times commence to run.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.
  - A. Liquidated damages for failure to meet times specified will be \$1000/ calendar day.

#### ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

- A. Schedule of Values
-



**GRIMES**

Utilities, Inc.

**ARTICLE 8 - DEFINED TERMS**

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 9 - BID SUBMITTAL**

9.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
(Individual's signature)

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

A Corporation

Corporation Name: Grimes Utilities, Inc. (SEAL)

State of Incorporation: Florida

Type (General Business, Professional, Service, Limited Liability): Underground Utilities

By: Jessica Fitzgerald, VP.  
(Signature – attach evidence of authority to sign)

Name (typed or printed): Jessica Fitzgerald, VP

Title: Vice President

Attest: Dallas (CORPORATE SEAL)

(Signature of Corporate Secretary)

Date of Qualification to do business in Florida [State Where Project is Located] is 8 / 14 / 2008

A Joint Venture

Name of Joint Venturer: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)



## RiverTown Parcel 39 - Public Utilities

Item	Description	Unit	Unit Cost	Qty	Totals
1	Lift Station	LS	832,180.00	1	\$832,180.00
2	Force Main	LF	123.00	2640	\$324,720.00
	Total Bid Amount				\$1,156,900.00



ID	Task Name	Duration	Start	Finish	May	June	July	August	Septemb	October	No
					B	M	E	B	M	E	B
1	PROJECT DURATION: 180 CALENDAR DAYS	180 days									
2	MOBILIZATION/ SURVEY & LAYOUT	5 days?	Mon 5/6/24	Fri 5/10/24							
3	INSTALLATION OF LIFT STATION & APPURTENANCES	70 days	Mon 5/13/24	Fri 8/16/24							
4	INSTALLATION OF FORCE MAIN	40 days	Mon 8/19/24	Fri 10/11/24							
5	START UP	5 days?	Mon 10/14/24	Fri 10/18/24							
6	FINAL & CLOSE OUT	10 days?	Mon 10/21/24	Fri 11/1/24							
7											
8	*Dates are estimated until JEA approval of plans and shop drawings.										

Project: RT P39 Bid Schedule Date: 3/6/2024	Task		Rolled Up Progress		Manual Summary Rollup	
	Split		External Tasks		Manual Summary	
	Milestone		External Milestone		Start-only	
	Summary		Inactive Task		Finish-only	
	Project Summary		Inactive Milestone		Deadline	
	Group By Summary		Inactive Summary		Progress	
	Rolled Up Task		Manual Task			
	Rolled Up Milestone		Duration-only			

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that **Grimes Utilities Inc.** as Principal, hereinafter called the Principal, and **Merchants Bonding Company (Mutual)** a corporation duly organized under the laws of the State of **IA** as Surety, hereinafter called the Surety, are held and bound unto **Mattamy Homes** as Obligee, hereinafter called the Obligee, in the sum of

**Five Percent of Bid Amount**

Dollars( **5%** )

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

**RiverTown Parcel 39 Public**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and Sealed this 28th day of February 2024

*Sumanta Grimes*  
(Witness)

*Tess Labortar*  
(Witness)

Grimes Utilities Inc.  
*Janice Ferguson* (Principal) (Seal)  
*Vice President*  
(Title)

Merchants Bonding Company (Mutual)  
*Robert T. Theus* (Surety) (Seal)  
(Title)  
Robert T. Theus Attorney in Fact

**MERCHANTS**  
**BONDING COMPANY**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Benjamin Powell; Fitzhugh K Powell Jr; Robert T Theus; Susan W Jordan

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

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In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December, 2022.



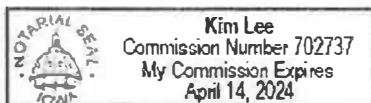
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

*Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 8th day of December, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Kim Lee*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 28th day of February, 2024.



*William Warner Jr.*  
Secretary

**UNANIMOUS WRITTEN CONSENT  
OF  
“GRIMES UTILITIES, INC.”**

---

The undersigned, being the directors of GRIMES UTILITIES, INC. (the “Corporation”), hereby consents pursuant to §607.0205(2), Florida Statutes, to the adoption of the following resolutions in lieu of meeting:

WHEREAS, in the normal course of business the Corporation submits quotations and responses to invitations to bid for work to be performed by the Corporation; and

WHEREAS, the President, Vice President, Secretary and Treasurer are responsible for preparing and executing quotations and bid proposals

NOW THEREFORE, be it resolved: the President/Director/Treasurer, Richard S. Grimes; Vice President, Jessica A. Fitzgerald; and Secretary, Dallas M. Grimes are each hereby authorized to execute and deliver quotations and responses to invitations to bid for work to be performed by the Corporation

IN WITNESS WHEREOF, the undersigned have duly executed this Consent on this 6<sup>th</sup> day of July, 2018.



Richard S. Grimes, President/Director/Treasurer



Jessica A. Fitzgerald, Vice President



Dallas M. Grimes, Secretary







Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**GRIMES, RICHARD S**

GRIMES UTILITIES INC  
385 CORPORATE WAY  
★ ORANGE PARK FL 32073 ★

**LICENSE NUMBER: CGC1518790**

**EXPIRATION DATE: AUGUST 31, 2024**

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**GRIMES, RICHARD SCOTT**

GRIMES UTILITIES INC  
1244 LAKEVIEW DR  
ORANGE PARK FL 32073

**LICENSE NUMBER: CUCA50629**

**EXPIRATION DATE: AUGUST 31, 2024**

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Jimmy Patronis  
CHIEF FINANCIAL OFFICER

Julius Halas  
DIVISION DIRECTOR



John Gatlin  
BUREAU CHIEF

Catherine Thrasher  
SAFETY PROGRAM MANAGER

**FLORIDA DEPARTMENT OF FINANCIAL SERVICES**

**DIVISION OF STATE FIRE MARSHAL**

200 EAST GAINES STREET - Tallahassee, Florida 32399-0342  
Tel. 850-413-3644

**CERTIFICATE OF COMPETENCY  
OFFICIAL COPY**

THIS CERTIFIES THAT: Richard S Grimes  
385 Corporate Way  
Orange Park FL 32073

BUSINESS ORGANIZATION: Grimes Utilities Inc.

Contractor V means a contractor whose business is limited to the execution of contracts requiring the ability to fabricate, install, inspect, alter, repair and service the underground piping for a fire protection system using water as the extinguishing agent beginning at the point of service as defined in the act and ending no more than 1 foot above the finished floor.

Issue Date: 07/01/2022  
Type: 09  
Class: 14  
County: Clay  
License/Permit #: 089682-0001-2008  
Expiration Date: 06/30/2024



A handwritten signature in cursive script that reads "Jimmy Patronis".

Chief Financial Officer

# Award #7 Supporting Documents 08/08/24

2023-0993

Rivertown Parcel 39 Phases 1 & 2

Number	Bid Item	Unit	Burnham Construction, Inc.	Grimes Utilities, Inc.	Vallencourt Construction Co. Inc.	Engineer's Estimate	JEA Estimate
1	Lift Station	LS	\$ 961,964.80	\$ 832,180.00	\$1,018,060.00	\$ 950,000.00	\$ 1,679,327.00
2	Force Main	LF	\$ 275,904.67	\$ 324,720.00	\$860,404.00	\$ 650,000.00	\$ 367,820.00
	Total Score		\$ 1,237,869.47 90.5	\$ 1,156,900.00 96	\$ 1,878,464.00 66.3	\$ 1,600,000.00	\$ 2,047,147.00
				43%			

Force main	Length	Size	Cost	Cost/in/ft
Burnham Construction, Inc.	2700	6	\$ 275,904.67	\$ 17.03
Grimes Utilities, Inc.	2640	6	\$ 324,720.00	\$ 20.50
Vallencourt Construction Co. Inc.	2680	6	\$860,404.00	\$ 53.51
Engineer's Estimate	2600	6	\$ 650,000.00	\$ 41.67
JEA Estimate	2640	6	\$ 367,820.00	\$ 23.22





360  
3620 0.229787  
4700

BRIDGE NO. 724414 : HARTS ROAD OVER BROWARD RIVER

SECTION 3 - PROPOSAL FORM

BID NO.: CP-0017-24

BID DATE: ~~FEBRUARY~~ 21, 2024  
March 6th, 2024

2:00 P.M.

TO: THE CITY OF JACKSONVILLE, FLORIDA

FROM: J.B. Coxwell Contracting, Inc.

In accordance with the Invitation to Bid to construct **BRIDGE NO. 724414 : HARTS ROAD OVER BROWARD RIVER** for the City of Jacksonville, Florida, subject to the Drawings, Specifications, Standard Specifications and Details, Addenda thereto, if any, all of which are made a part of this Proposal, the undersigned proposes to construct BRIDGE NO. 724414 : HARTS ROAD OVER BROWARD RIVER for the Total Bid as follows:

TOTAL PART A BASE BID \$ 11,711,905.56 (Numerals) (Total of Page 3-9)

eleven million seven hundred eleven thousand nine  
hundred five dollars and fifty-six cents (Written) (Total of Page 3-9)

TOTAL PART B BASE BID \$ 3,672,275.00 (Numerals) (Total of Page 3-9)

three million six hundred seventy-two thousand  
two hundred seventy-five dollars and zero cents (Written) (Total of Page 3-9)

SUM TOTAL PART A+B BASE BID \$ 15,384,180.56 (Numerals)

fifteen million three hundred eighty-four thousand one hundred  
eighty dollars and fifty-six cents (Written)

**A. PROPOSAL SCHEDULE**

A Bidder must provide a price on each item listed within each Part. All entries in the entire Proposal must be made clearly in ink. Prices bid must be written in figures. Bidder must insert extended prices obtained by multiplying the proposed quantities times the unit prices. In case of errors, unit prices will govern. The corrected extended prices and corrected Base Bid will be used to determine the lowest qualified Bid. Proposals in which the prices obviously are unbalanced will be rejected.

**ATTACHMENT C**  
**2/28/24**

 Bridge No. 724414 : Harts Road Over Broward River  
 Bid Proposal Form

PART A - PUBLIC WORKS						
ROADWAY						
Item No.	FDOT Pay Item	Description	Quantity	Unit	Unit Cost	Total Item Cost
1	101 1	Mobilization	1	LS	\$ 1,964,663.00	\$ 1,964,663.00
2	102 1	Maintenance of Traffic	1	LS	\$ 331,492.00	\$ 331,492.00
3	102 2300	Special Detour - Temp. Pavement	3217	SY	\$ 111.00	\$ 357,087.00
4	102 3	Commercial Material for Driveway Maintenance	177.4	CY	\$ 219.00	\$ 38,850.60
5	102 60	Work Zone Sign	60,000	ED	\$ 0.30	\$ 18,000.00
6	102 71 13	Temp. Low Profile Barrier	425	LF	\$ 55.00	\$ 23,375.00
7	102 71 15	Temp. Barrier Wall - Anchored	1,666	LF	\$ 46.00	\$ 76,636.00
8	102 71 16	Temp. Barrier Wall - Free Standing	318	LF	\$ 42.00	\$ 13,356.00
9	102 71 25	Temp. Barrier Wall - Anchored - Relocate	650	LF	\$ 21.00	\$ 13,650.00
10	102 74 1	Channelizing Device	120,000	ED	\$ 0.16	\$ 19,200.00
11	102 74 8	Pedestrian LCD	258,000	FD	\$ 0.05	\$ 12,900.00
12	102 78 1	Temp. RPM's	2,500	EA	\$ 6.30	\$ 15,750.00
13	102 89 1	Temp. Crash Cushion	5	LO	\$ 2,273.00	\$ 11,365.00
14	102 99	Portable Changeable Message Sign	4,800	ED	\$ 11.75	\$ 56,400.00
15	102 115	Type III Barricade	15,000	ED	\$ 0.30	\$ 4,500.00
16	104 10 3	Sediment Barrier	3,564.0	LF	\$ 2.30	\$ 8,197.20
17	104 11	Floating Turbidity Barrier	336.0	LF	\$ 32.00	\$ 10,752.00
18	104 15	Soil Tracking Prevention Device	2	EA	\$ 4,153.00	\$ 8,306.00
19	104 18	Inlet Protection	38	EA	\$ 137.00	\$ 5,206.00
20	107 1	Litter Removal	56.0	AC	\$ 136.00	\$ 7,616.00
21	107 2	Mowing	13.0	AC	\$ 359.00	\$ 4,667.00
A1.4	108 1	Monitor Existing Structures - Inspection and Settlement Monitoring	1.0	LS	\$ 74,409.00	\$ 74,409.00
22	COJ	Site Preparation	1,000	LS	\$ 385,839.00	\$ 385,839.00
23	110 4 10	Removal of Existing Concrete	2,827.0	SY	\$ 18.00	\$ 50,886.00
24	110 21	Tree Protection Barrier	350.0	LF	\$ 5.50	\$ 1,925.00
25	120 1	Regular Excavation	2,853.0	CY	\$ 35.00	\$ 99,855.00
26	120 4	Subsoil Excavation	75.0	CY	\$ 38.50	\$ 2,887.50
27	120 6	Embankment	8,587.0	CY	\$ 41.00	\$ 352,067.00
28	COJ	Stabilized Subgrade	7,919.0	SY	\$ 28.00	\$ 221,732.00
29	COJ	Limerock Base	7,195.0	SY	\$ 35.00	\$ 251,825.00
30	327 70 6	Milling Existing Asphalt Pavement, 1.5" Avg Depth	918.0	SY	\$ 15.00	\$ 13,770.00
31	334 1 12	Superpave Asphalt Concrete Pavement, Traffic B	1,212.9	TN	\$ 248.00	\$ 300,799.20
32	339 1	Miscellaneous Asphalt Pavement	13.2	TN	\$ 1,024.00	\$ 13,516.80
33	400 0 11	Concrete Class NS - Gravity Walls	37.0	CY	\$ 1,430.00	\$ 52,910.00
34	425 1341	Inlets, Curb, Type P-4, <10'	1.0	EA	\$ 11,499.00	\$ 11,499.00
35	425 1431	Inlets, Curb, Type J-3, <10'	1.0	EA	\$ 10,797.00	\$ 10,797.00
36	COJ	Inlets, Ditch Bottom, Type E, >10'	4.0	EA	\$ 7,368.00	\$ 29,472.00
37	425 1711	Inlets, Ditch Bottom, Type V, <10'	1.0	EA	\$ 7,878.00	\$ 7,878.00
38	425 2 93	Manholes, J-8, PARTIAL	5.0	EA	\$ 12,157.00	\$ 60,785.00
39	425 10	YARD DRAIN	7.0	EA	\$ 3,227.00	\$ 22,589.00
40	430174115	Pipe Culvert, RCP, Round, 15"SD	545.0	LF	\$ 194.00	\$ 105,730.00
41	430174118	Pipe Culvert, RCP, Round, 18"SD	480.0	LF	\$ 182.00	\$ 87,360.00
42	430174118	Pipe Culvert, RCP, Round, 36"SD	40.0	LF	\$ 1,899.00	\$ 75,960.00
43	COJ	U-ENDWALL, 1:2 SLOPE, 15" PIPE	1.0	EA	\$ 4,593.00	\$ 4,593.00
44	COJ	Mitered End Section, 15" Round, SD	1.0	EA	\$ 1,669.00	\$ 1,669.00
45	COJ	COJ Inlets <10'	11.0	EA	\$ 6,857.00	\$ 75,427.00
46	COJ	COJ-J Inlets <10'	2.0	EA	\$ 18,803.00	\$ 37,606.00
47	COJ	COJ STD. Curb & Gutter	3,387.0	LF	\$ 45.00	\$ 152,415.00
48	520 3	Conc. Valley Gutter	274.0	LF	\$ 62.00	\$ 16,988.00
49	515 1 1	Pipe Handrail - Steel Guiderail	475.0	LF	\$ 36.00	\$ 17,100.00
50	515 4 2	Bullet Rail, Double Rail	643.0	LF	\$ 49.00	\$ 31,507.00
51	515 2211	Pedestrian/Bike Railing, 42" Steel	150.0	LF	\$ 118.00	\$ 17,700.00
52	521 8 8	Concrete Barrier, w/Junction Slab, 42" Single Slope	79.0	LF	\$ 500.00	\$ 39,500.00
53	522 1	Concrete Sidewalks - 4" Thick	1,909.0	SY	\$ 64.00	\$ 122,176.00
54	522 2	Concrete Driveways - 6" Thick	816	SY	\$ 91.00	\$ 74,256.00

# Award #8 Supporting Documents 08/08/24

55	527 2	Detectable Warnings	115	SF	\$ 32.50	\$ 3,737.50
56	536 1 1	Guardrail, General TL-3	475	LF	\$ 40.50	\$ 19,237.50
57	536 7 2	Special Guardrail Post - Steel Post for Conc. Struct. Mount	5	EA	\$ 394.00	\$ 1,970.00
58	536 7 3	Guardrail, Removal	707	LF	\$ 7.50	\$ 5,302.50
59	536 8 1 1 2	Guardrail Transition Connection to Rigid Barrier, F&I Index 536-001, Approach TL-3	2	EA	\$ 5,460.00	\$ 10,920.00
60	536 8 5 2 4	Guardrail End Treatment, Parallel Approach Terminal	2	EA	\$ 3,938.00	\$ 7,876.00
61	570 1 2	Performance Turf, Sod	5,051	SY	\$ 12.50	\$ 63,137.50
62	630 2 1 1	Utility Conduit - F&I - Open Trench	200	LF	\$ 26.00	\$ 5,200.00
63	635 2 1 1	Pullboxes - F&I	7	EA	\$ 1,418.00	\$ 9,926.00
64	710 11 101	MOT - 6" White Paint Stripe	1,230	GM	\$ 1,575.00	\$ 1,937.25
65	710 11 123	MOT - 12" White Paint Stripe	118	LF	\$ 2.10	\$ 247.80
66	710 11 124	MOT - 18" White Paint Stripe	2,139	LF	\$ 3.15	\$ 6,737.85
67	710 11 125	MOT - 24" White Paint Stripe	166	LF	\$ 4.20	\$ 697.20
68	710 11 201	MOT - 6" Yellow Paint Stripe	1,37	GM	\$ 1,575.00	\$ 2,157.75
69	921 703	Channelizing Curb	460	LF	\$ 52.50	\$ 24,150.00
70	COJ 31.19	Project Signs	2	EA	\$ 1,266.00	\$ 2,532.00
71	COJ 31.21	As-Built	1	LS	\$ 51,344.00	\$ 51,344.00
72	COJ 33	CITY OF JACKSONVILLE RIGHT OF WAY PERMIT	1	LS	\$ 1,053.00	\$ 1,053.00
A1.6	Special	JEA Pump Station Security Fence Removal and Replacement	1	LS	\$ 54,900.00	\$ 54,900.00
ROADWAY SUBTOTAL						\$ 6,100,461.15

# Award #8 Supporting Documents 08/08/24

## STRUCTURES

Item No.	FOOT Pay Item	Description	Quantity	Unit	Unit Cost	Total Item Cost
73	400-4-8	Concrete Class IV, Bulkhead	132.9	CY	\$ 2,331.00	\$ 309,789.90
74	400-4-47	Concrete Class IV, Cast In Place Topping With Shrinkage Reducing Admixture	297.2	CY	\$ 984.00	\$ 292,444.80
75	400-4-5	Concrete Class IV, Substructure	134.7	CY	\$ 2,211.00	\$ 297,821.70
76	400-2-10	Concrete Class II, Approach Slabs	135.7	CY	\$ 964.00	\$ 130,814.80
77	400-7-1	Bridge Deck Grooving	731	SY	\$ 19.00	\$ 13,889.00
78	400-9-1	Bridge Deck Planing	731	SY	\$ 31.00	\$ 22,661.00
79	400-4-11	Concrete Class IV, Retaining Walls	52.5	CY	\$ 1,038.00	\$ 54,495.00
80	400-148	Plain Neoprene Pads	20.3	CF	\$ 318.00	\$ 6,455.40
81	415-1-3	Reinforcing Steel - Retaining Wall	1,395	LB	\$ 1.05	\$ 1,464.75
82	415-1-4	Reinforcing Steel - Superstructure	65,738	LB	\$ 3.40	\$ 223,509.20
83	415-1-5	Reinforcing Steel - Substructure	14,897	LB	\$ 4.65	\$ 69,271.05
84	415-1-8	Reinforcing Steel - Bulkhead	9,796	LB	\$ 1.20	\$ 11,755.20
85	415-1-9	Reinforcing Steel - Approach Slabs	26,206	LB	\$ 3.40	\$ 89,100.40
86	450-8-12	Prestressed Beam: Florida Slab Beam, Beam Depth 12", Width 52-54"	1,511	LF	\$ 355.00	\$ 536,405.00
87	450-8-22	Prestressed Beam: Florida Slab Beam, Beam Depth 15", Width 52-54"	686	LF	\$ 472.00	\$ 323,792.00
88	451-70	Prestressed Soil Anchors	4	EA	\$ 41,421.00	\$ 165,684.00
89	451-70-1	Prestressed Soil Anchors (Performance Test)	3	EA	\$ 1.20	\$ 3.60
90	451-70-2	Prestressed Soil Anchors (Creep Test)	1	EA	\$ 5,983.00	\$ 5,983.00
91	455-34-5	Prestressed Concrete Piling, 24" Sq.	1,638	LF	\$ 247.00	\$ 404,586.00
92	455-133-3	Sheet Piling Steel, Furnish & Install Permanent	12,572	SF	\$ 79.00	\$ 993,188.00
93	455-143-5	Test Piles-Prestressed Concrete, 24" Sq.	384	LF	\$ 333.00	\$ 127,872.00
94	458-1-11	Bridge Deck Expansion Joint, New Const. F&I, Poured Joint w/ Backer Rod	279	LF	\$ 66.00	\$ 18,414.00
95	460-2-2	Structural Steel - New/Widening	1	LS	\$ 6,008.00	\$ 6,008.00
96	460-98-1	Pipe Hanger, Carbon	85	EA	\$ 3,072.00	\$ 261,120.00
97	515-4-2	Bullet Rail, Double Rail	354	LF	\$ 49.00	\$ 17,346.00
98	521-5-5	Concrete Traffic Railing, Bridge 42" Vertical Face	944	LF	\$ 210.00	\$ 198,240.00
99	521-8-4	Concrete Barrier With Junction Slab, 42" Vertical Face	354	LF	\$ 501.00	\$ 177,354.00
A1.5	524-2-2	Concrete Slope Pavement, Non Reinforced, 4"	33.3	SY	\$ 379.00	\$ 12,620.70
100	530-3-3	Riprap-Rubble-(Bank & Shore)	772	TN	\$ 187.00	\$ 144,364.00
101	530-74	Bedding Stone	274.9	TN	\$ 173.00	\$ 47,557.70
102	548-13	Retaining Wall System, Temporary Excluding Barrier	3,017	SF	\$ 46.00	\$ 138,782.00
103	550-10-315	Fencing, Type R, 0-5', Vertical	472	LF	\$ 172.00	\$ 81,184.00
104	630-2-16	Conduit, Furnish & Install, Embedded Concrete Barriers and Traffic Railings	1,416	LF	\$ 44.00	\$ 62,304.00
105	635-3-13	Junction Box, Furnish & Install, Embedded	8	EA	\$ 1,777.00	\$ 14,216.00
NEW BRIDGE SUBTOTAL						\$ 5,260,496.20
106	110-3	Removal of Existing Structure	4,320	SF	\$ 73.00	\$ 315,360.00
STRUCTURES SUBTOTAL						\$ 5,575,856.20



# Award #8 Supporting Documents 08/08/24

## SIGNING AND PAVEMENT MARKINGS

Item No.	FDOT Pay Item	Description	Quantity	Unit	Unit Cost	Total Item Cost
107	700 1 11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	3	AS	\$ 946.00	\$ 2,838.00
108	700 1 50	SINGLE POST SIGN, RELOCATE	5	AS	\$ 94.00	\$ 470.00
109	700 1 60	SINGLE POST SIGN, REMOVE	13	AS	\$ 56.00	\$ 728.00
110	705 10 3	OBJECT MARKER, TYPE 3	4	EA	\$ 250.00	\$ 1,000.00
111	706 1 3	RAISED PAVEMENT MARKER	162	EA	\$ 6.30	\$ 1,020.60
112	710 90	PAINTED PAVEMENT MARKINGS, FINAL SURFACE	1	LS	\$ 7,875.00	\$ 7,875.00
113	711 11 123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	445	LF	\$ 6.30	\$ 2,803.50
114	711 11 124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR DIAGONALS AND CHEVRONS	65	LF	\$ 8.40	\$ 546.00
115	711 11 125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	32	LF	\$ 12.60	\$ 403.20
116	711 11 160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	7	EA	\$ 288.75	\$ 2,021.25
117	711 11 170	THERMOPLASTIC, STANDARD, WHITE, ARROW	9	EA	\$ 131.25	\$ 1,181.25
118	711 11 224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRON	227	LF	\$ 8.40	\$ 1,906.80
119	711 16 101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	0.68	GM	\$ 7,875.00	\$ 5,355.00
120	711 16 131	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SKIP, 6", 10-30 SKIP OR 3-9 LANE DROP	0.05	GM	\$ 3,675.00	\$ 183.75
121	711 16 201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	0.803	GM	\$ 7,846.00	\$ 6,300.34
122	711 16 231	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SKIP, 6"	0.257	GM	\$ 3,718.00	\$ 955.53
SIGNING AND PAVEMENT MARKINGS SUBTOTAL						\$ 35,588.21

PART B - UTILITIES - JEA WATER & SEWER						
UTILITIES - WATER						
Item No.	JEA Spec No.	Description	Quantity	Unit	Unit Cost	Total Item Cost
A1.1	801.III.3.12	STAINLESS STEEL FLEXIBLE JOINT (16")	1	EA	\$ 10,180.00	\$ 10,180.00
A1.2	801.III.3.12	STAINLESS STEEL FLEXIBLE JOINT (20")	1	EA	\$ 13,045.00	\$ 13,045.00
A1.3	801.III.3.14	EXPANSION JOINT FITTINGS (16")	1	EA	\$ 10,088.00	\$ 10,088.00
123	801.III.2.3	ABANDONMENT OF PIPING BY GROUT FILLING (6")	50	LF	\$ 70.00	\$ 3,500.00
124	801.III.2.3	ABANDONMENT OF PIPING BY GROUT FILLING (12")	518	LF	\$ 52.00	\$ 26,936.00
125	801.III.2.3	ABANDONMENT OF PIPING BY GROUT FILLING (16")	196	LF	\$ 140.00	\$ 27,440.00
126	801.III.2.5	REMOVING PIPE ABOVE GRADE (16")	160	LF	\$ 30.00	\$ 4,800.00
127	801.XII.1	FURNISH AND INSTALL PIPELINE (10" WL PC350 RJ)	30	LF	\$ 450.00	\$ 13,500.00
128	801.XII.1	FURNISH AND INSTALL PIPELINE (12" WL PC350 RJ)	515	LF	\$ 213.00	\$ 109,695.00
129	801.XII.1	FURNISH AND INSTALL PIPELINE (16" WL PC250 RJ)	371	LF	\$ 405.00	\$ 150,255.00
130	801.XII.2	FURNISH AND INSTALL FITTINGS (12" 11.25" DI PC350 RJ Bend)	3	EA	\$ 1,169.00	\$ 3,507.00
131	801.XII.2	FURNISH AND INSTALL FITTINGS (12" 22.5" DI PC350 RJ Bend)	2	EA	\$ 1,192.00	\$ 2,384.00
132	801.XII.2	FURNISH AND INSTALL FITTINGS (16" 22.5" DI PC250 RJ Bend)	8	EA	\$ 2,194.00	\$ 17,552.00
133	801.XII.2	FURNISH AND INSTALL FITTINGS (16" 45" DI PC250 RJ Bend)	6	EA	\$ 2,231.00	\$ 13,386.00
134	801.XII.2	FURNISH AND INSTALL FITTINGS (16"X12" DI TEE)	1	EA	\$ 4,122.00	\$ 4,122.00
135	801.XII.2	FURNISH AND INSTALL FITTINGS (16"X12" DI REDUCER)	1	EA	\$ 1,701.00	\$ 1,701.00
136	801.XII.2	FURNISH AND INSTALL FITTINGS (16"X10" DI TEE)	1	EA	\$ 3,625.00	\$ 3,625.00
137	801.XII.6	FURNISH AND INSTALL BELL RESTRAINT (10")	2	EA	\$ 1,373.00	\$ 2,746.00
138	801.XII.6	FURNISH AND INSTALL BELL RESTRAINT (12")	4	EA	\$ 1,385.00	\$ 5,540.00
139	801.XII.6	FURNISH AND INSTALL BELL RESTRAINT (16")	16	EA	\$ 2,575.00	\$ 41,200.00
140	801.XII.8	FURNISH AND INSTALL THRUST COLLAR (FOR 10" LINE)	1	EA	\$ 3,329.00	\$ 3,329.00
141	801.XII.8	FURNISH AND INSTALL THRUST COLLAR (FOR 12" LINE)	1	EA	\$ 3,724.00	\$ 3,724.00
142	801.XII.8	FURNISH AND INSTALL THRUST COLLAR (FOR 16" LINE)	5	EA	\$ 4,515.00	\$ 22,575.00
143	801.XII.9	FURNISH AND INSTALL NEW WATER SERVICES (1" Short Service)	3	EA	\$ 1,263.00	\$ 3,789.00
144	801.XII.9	FURNISH AND INSTALL NEW WATER SERVICES (2" Long Service)	1	EA	\$ 5,753.00	\$ 5,753.00
145	801.XII.13	FURNISH AND INSTALL COMPLIANCE SAMPLE TAPS	5	EA	\$ 381.00	\$ 1,905.00
146	801.XII.14	FURNISH AND INSTALL TEMPORARY SAMPLE TAPS	15	EA	\$ 640.00	\$ 9,600.00
147	801.XIII.3	FURNISH AND INSTALL VALVES (10" GATE VALVE)	1	EA	\$ 4,080.00	\$ 4,080.00
148	801.XIII.3	FURNISH AND INSTALL VALVES (12" GATE VALVE)	2	EA	\$ 5,718.00	\$ 11,436.00
149	801.XIII.3	FURNISH AND INSTALL VALVES (16" GATE VALVE)	2	EA	\$ 8,595.00	\$ 17,190.00
150	801.XIII.3	FURNISH AND INSTALL VALVES (10" TIDEFLEX CHECK VALVE)	1	EA	\$ 6,480.00	\$ 6,480.00
151	801.XIII.7	FURNISH AND INSTALL FITTINGS IN EXISTING PIPELINES (10" DI LONG PATTERN SLEEVE)	1	EA	\$ 1,074.00	\$ 1,074.00
152	801.XIII.7	FURNISH AND INSTALL FITTINGS IN EXISTING PIPELINES (12" DI LONG PATTERN SLEEVE)	1	EA	\$ 1,232.00	\$ 1,232.00
153	801.XIII.7	FURNISH AND INSTALL FITTINGS IN EXISTING PIPELINES (16" DI LONG PATTERN SLEEVE)	5	EA	\$ 1,864.00	\$ 9,320.00
A1.11	See Bid Item Note on page 3-9	SUPPLEMENTAL WORK AUTHORIZATION (SWA) (ALLOWANCE) (JEA APPROVAL REQUIRED PRIOR TO USE)				\$75,000
UTILITIES - WATER SUBTOTAL						\$ 641,689.00

# Award #8 Supporting Documents 08/08/24

UTILITIES - SEWER						
Item No.	SEA Spec No.	Description	Quantity	Unit	Unit Cost	Total Item Cost
154	801.III.2.3	ABANDONMENT OF PIPING BY GROUT FILLING (20")	784	LF	\$ 84.00	\$ 65,856.00
155	801.III.2.3	ABANDONMENT OF PIPING BY GROUT FILLING (16")	30	LF	\$ 307.00	\$ 9,210.00
156	801.III.2.3	ABANDONMENT OF PIPING BY GROUT FILLING (14")	650	LF	\$ 51.00	\$ 33,150.00
157	801.III.2.3	ABANDONMENT OF PIPING BY GROUT FILLING (6")	650	LF	\$ 26.00	\$ 16,900.00
158	801.XVI.1	FURNISH AND INSTALL PIPELINE (16" FM SCH 40 316)	245	LF	\$ 1,105.00	\$ 270,725.00
159	801.XVI.1	FURNISH AND INSTALL PIPELINE (20" FM SCH 40 316)	245	LF	\$ 1,539.00	\$ 377,055.00
160	801.XVI.1	FURNISH AND INSTALL PIPELINE (6" FM PC350 RJ W/P401 LINING)	27	LF	\$ 348.00	\$ 9,396.00
161	801.XVI.1	FURNISH AND INSTALL PIPELINE (14" FM PC350 RJ W/P401 LINING)	27	LF	\$ 493.00	\$ 13,311.00
162	801.XVI.1	FURNISH AND INSTALL PIPELINE (16" FM PC350 RJ W/P401 LINING)	396	LF	\$ 398.00	\$ 157,608.00
163	801.XVI.1	FURNISH AND INSTALL PIPELINE (20" FM PC350 RJ W/P401 LINING)	528	LF	\$ 477.00	\$ 251,856.00
164	801.XVI.2	FURNISH SEWAGE REMOVAL AND DISPOSAL (ALLOWANCE)				\$75,000
165	801.XVI.3	FURNISH AND INSTALL FITTINGS (16" 45° 316 SS FLGXFLG Bend)	1	EA	\$ 14,118.00	\$ 14,118.00
166	801.XVI.3	FURNISH AND INSTALL FITTINGS (20" 22.5° 316 SS FLGXFLG Bend)	2	EA	\$ 18,259.00	\$ 36,518.00
167	801.XVI.3	FURNISH AND INSTALL FITTINGS (20" 45° 316 SS FLGXFLG Bend)	1	EA	\$ 17,555.00	\$ 17,555.00
168	801.XVI.3	FURNISH AND INSTALL FITTINGS (6" 45° DI PC350 RJ Bend)	1	EA	\$ 943.00	\$ 943.00
169	801.XVI.3	FURNISH AND INSTALL FITTINGS (14" 45° DI PC350 W/P401 Bend)	1	EA	\$ 2,811.00	\$ 2,811.00
170	801.XVI.3	FURNISH AND INSTALL FITTINGS (16" 11.25° DI PC350 W/P401 Bend)	1	EA	\$ 3,415.00	\$ 3,415.00
171	801.XVI.3	FURNISH AND INSTALL FITTINGS (16" 22.5° DI PC350 W/P401 Bend)	4	EA	\$ 3,413.00	\$ 13,652.00
172	801.XVI.3	FURNISH AND INSTALL FITTINGS (16" 45° DI PC350 W/P401 Bend)	5	EA	\$ 3,643.00	\$ 18,215.00
173	801.XVI.3	FURNISH AND INSTALL FITTINGS (20" 22.5° DI PC350 W/P401 Bend)	5	EA	\$ 5,051.00	\$ 25,255.00
174	801.XVI.3	FURNISH AND INSTALL FITTINGS (20" 45° DI PC350 W/P401 Bend)	5	EA	\$ 5,092.00	\$ 25,460.00
175	801.XVI.3	FURNISH AND INSTALL FITTINGS (16"x6" TEE)	1	EA	\$ 4,096.00	\$ 4,096.00
176	801.XVI.3	FURNISH AND INSTALL FITTINGS (16"x14" REDUCER)	1	EA	\$ 3,237.00	\$ 3,237.00
177	801.XVI.3	FURNISH AND INSTALL FITTINGS (14" LONG PATTERN SLEEVE)	1	EA	\$ 2,811.00	\$ 2,811.00
178	801.XVI.3	FURNISH AND INSTALL FITTINGS (16" LONG PATTERN SLEEVE)	1	EA	\$ 3,367.00	\$ 3,367.00
179	801.XVI.3	FURNISH AND INSTALL FITTINGS (20" LONG PATTERN SLEEVE)	2	EA	\$ 4,794.00	\$ 9,588.00
A1.7	801.XVI.3	FURNISH AND INSTALL FITTINGS (14"x14" TEE)	1	EA	\$ 4,210.00	\$ 4,210.00
A1.8	801.XVI.3	FURNISH AND INSTALL FITTINGS (16"x16" TEE)	1	EA	\$ 5,460.00	\$ 5,460.00
A1.9	801.XVI.3	FURNISH AND INSTALL FITTINGS (20"x20" TEE)	2	EA	\$ 7,472.00	\$ 14,944.00
180	801.XVI.7	FURNISH AND INSTALL BELL RESTRAINT (14")	5	EA	\$ 1,783.00	\$ 8,915.00
181	801.XVI.7	FURNISH AND INSTALL BELL RESTRAINT (16")	3	EA	\$ 2,575.00	\$ 7,725.00
182	801.XVI.7	FURNISH AND INSTALL BELL RESTRAINT (20")	10	EA	\$ 3,292.00	\$ 32,920.00
183	801.XII.8	FURNISH AND INSTALL THRUST COLLAR (FOR 14" LINE)	1	EA	\$ 4,120.00	\$ 4,120.00
184	801.XII.8	FURNISH AND INSTALL THRUST COLLAR (FOR 16" LINE)	1	EA	\$ 4,515.00	\$ 4,515.00
185	801.XII.8	FURNISH AND INSTALL THRUST COLLAR (FOR 20" LINE)	2	EA	\$ 5,108.00	\$ 10,216.00
A1.10	801.XVII.1	FURNISH AND INSTALL VALVES (14" DI MJ GATE VALVE)	2	EA	\$ 10,414.00	\$ 20,828.00
186	801.XVII.1	FURNISH AND INSTALL VALVES (16" DI MJ GATE VALVE)	1	EA	\$ 8,595.00	\$ 8,595.00
187	801.XVII.1	FURNISH AND INSTALL VALVES (20" DI MJ GATE VALVE)	3	EA	\$ 18,764.00	\$ 56,292.00
188	801.XVII.4	FURNISH AND INSTALL AIR RELEASE VALVES (2" AIR/VAC W/SS SHUTOFF BALL VALVE)	2	EA	\$ 13,001.00	\$ 26,002.00
189	801.XII.12	FURNISH AND INSTALL 14" LINE STOP WITH BYPASS PIPE AND AIR RELEASE VALVE	1	EA	\$ 164,988.00	\$ 164,988.00
190	801.XII.12	FURNISH AND INSTALL 16" LINE STOP WITH BYPASS PIPE AND AIR RELEASE VALVE	1	EA	\$ 292,067.00	\$ 292,067.00
191	801.XII.12	FURNISH AND INSTALL 20" LINE STOP WITH BYPASS PIPE AND AIR RELEASE VALVE	2	EA	\$ 300,140.00	\$ 600,280.00

# Award #8 Supporting Documents 08/08/24

192	801.XIV.3	REMOVE EXISTING AND CONSTRUCT SEWAGE MANHOLE TO GRADE	27	VF	\$ 1.867.00	\$ 50,409.00
193	801.XIV.4	FURNISH AND INSTALL CONNECTION TO EXISTING SEWAGE MANHOLE	1	EA	\$ 4,385.00	\$ 4,385.00
194	801.XIV.5	FURNISH AND INSTALL MANHOLE TOP ADJUSTMENT	4	EA	\$ 6,095.00	\$ 24,380.00
195	801.XIX.2	FURNISH AND INSTALL LINING OR COATING EXISTING MANHOLE	1	EA	\$ 13,227.00	\$ 13,227.00
A1.12	See Bid Item Note on page 3-9	SUPPLEMENTAL WORK AUTHORIZATION (SWA) (ALLOWANCE) (JEA APPROVAL REQUIRED PRIOR TO USE)				\$215,000
UTILITIES - SEWER SUBTOTAL						\$ 3,030,586.00

# Award #8 Supporting Documents 08/08/24

<b>PROJECT TOTALS:</b>	
<b>PART A - PUBLIC WORKS</b>	
ROADWAY SUBTOTAL =	\$ 6,100,461.15
STRUCTURES SUBTOTAL =	\$ 5,575,856.20
SIGNING AND PAVEMENT MARKINGS SUBTOTAL =	\$ 35,588.21
<b>ESTIMATED TOTAL COST ITEMS 1-122 inclusive of Addendum Items (PART A) =</b>	
	\$ 11,711,905.56
<b>PART B - JEA WATER &amp; SEWER</b>	
WATER SUBTOTAL =	\$ 641,689.00
SEWER SUBTOTAL =	\$ 3,030,586.00
UTILITIES SUBTOTAL =	\$ 3,672,275.00
<b>ESTIMATED TOTAL COST ITEMS 123-195 inclusive of Addendum Items (PART B) =</b>	
	\$ 3,672,275.00
<b>Project Grand Total Estimated Probable Cost Part A + Part B =</b>	
	\$ 15,384,180.56

JEA Bid Item Note: SUPPLEMENTAL WORK AUTHORIZATION (SWA). A written work order that shall only be authorized at the sole discretion of JEA, for the Contractor to perform changes in the Work.  
 (A1.11 & A1.12)



## ***Certification of Single Source or Emergency Procurement***

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

### **3-112 Single Source**

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

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

### **3-113 Emergency Procurements**

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

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

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

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

#### **Vendor Name:**

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#### **Description of Services or Supplies provided by Vendor:**

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**Certification:**

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

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

\_\_\_\_\_ **Single Source Procurement.** Please state which subsection of Section 3-112 above applies to this Single Source Procurement:

Is this Single Source also a Ratification?      Yes      No    If yes, explain

OR

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

Is this Emergency also a Ratification?      Yes      No    If yes, explain

**Signature of JEA Business Unit Chief (or designee)**

**Name of JEA Business Unit Chief (or designee)**

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

## Award #9 Supporting Documents 08/08/24

## 2024 Labor Rates

To Take Effect 1/1/2024 &amp; all prices subject to change without notice

**OUTSIDE PURCHASES:** A handling charge of 45% will be added to all purchases of material and/or labor obtained from outside sources.**OVERTIME LABOR RATES:** Applies before 7:30 a.m. and after 4:00 p.m. Monday through Friday, and all work performed Saturday. Exception: When Holiday Labor Rates Apply.**HOLIDAY/SUNDAY LABOR RATES:** Applies to work performed on any day of the week that is observed as a holiday by the company and will be charged at twice our Regular Time Rate.**MISC. SUPPLIES/ENVIRO:** Materials that are used on the job and or become part of the job that are company supplied. (I.e. Locktite, Never Seize compound, spray lubricants, starting fluids, sanding discs, grinding wheels, absorbents, spray on protective coating, disposable rags or cleaning cost of rental rags, waste stream, processing of regulated waste (oil, fuel, contaminated dirt). Charged as 7% of document total, not to exceed \$300.00.**HEAVY EQUIPMENT & CAT RENTAL STORE**

Description	Charge Codes	2024 Reg Rates	2024 OT Rates
Shop Serviceman Rate - Excl: Machine Shop & MCRC	SVL, RRS	\$148.00	\$196.00
Hydraulic Shop (Tampa)	SVL (HY)	\$159.00	\$209.00
Field Serviceman Rate	FLD, RRF	\$167.00	\$217.00
Field Travel	TRV, RRT	\$167.00	\$217.00
Product Link Labor and Travel - Ranger Vehicles	LGL, LGT	\$99.00	\$149.00
Paint or Prime Machine (no paint furnished)	PAI	\$128.00	\$177.00
Sandblasting (sand furnished)	S/B	\$130.00	\$179.00
Welding and/or Cutting (supplies furnished)	FWL, SWL	\$151.00	\$200.00
Rook Labor (Cat Rental)	RRK	\$151.00	\$200.00
Machine Shop (base rate)	SVL (MS)	\$159.00	\$208.00
Horizontal Mill Labor - Machine Shop	BMF	\$252.00	\$300.00
Condition Monitoring Shop	CMS	\$130.00	\$179.00
A.C.T. Labor	HVF	\$164.00	\$212.00
A/C Repairs	A/C, FAC	\$159.00	\$208.00
Steam Cleaning (supplies furnished)	CLN	\$115.00	\$163.00
Port / Mine / Field	PMF, RMF	\$173.00	\$221.00
Boom Truck Charges	BTL	\$252.00	\$300.00
F350 F/S Tech II Rate	CCF, CMF, GLF, RRW	\$146.00	\$195.00
F350 F/S Tech II Travel	CCF, CMT, GLT, RFT	\$146.00	\$195.00
F350 F/S Tech II Rate - Mine / Port	CMP	\$146.00	\$195.00
Radiator Repair Labor	RAD	\$147.00	\$196.00
Out of Country	OTC	\$217.00	\$321.00
Inspect, Test, & Adjust (Charges, no supplies)	INS, INF	\$151.00	\$200.00
MCRC (Major Component Rebuild Center)	SVL (SP)	\$151.00	\$200.00
Dynamometer Testing of Engines (not Including Fuel)	DYN	\$151.00	\$200.00
Field Serviceman's Travel Rates (per mile)	MLG		\$4.50
Field Serviceman's Travel Rates / F350	CCT		\$3.00
Product Link Travel Rates (per mile) (PI Only)	LGM		\$1.50
Field Serviceman's Expenses (Tools, Rooms, Meals)	TRE		At Cost
Resident Technician Weekly Truck Charge	WEEK		\$900.00
Machine Storage Fees, Upon Notification	DAILY		\$100.00

**Dragline Mining Specialists**

Description	Charge Codes	Weekday Rates	Saturday Rates
Laborer / Support	F01	\$136.50	\$177.50
Safety Specialist	F02	\$136.50	\$177.50
Certified AWS Welder	F03	\$157.50	\$204.80
Dragline Technician	F04	\$157.50	\$204.80
Crane Operator	F05	\$194.30	\$252.00
Field Service Engineer Supervisor	F06	\$183.80	\$252.00
Machinist	F08	\$194.30	\$252.00
Certified Boom / Structural Welder	F09	\$194.30	\$252.00
Field Service Leadman	F10	\$183.80	\$252.00
Mobilize/De-Mobilize	F11	\$78.80	\$102.40
Transport Truck Labor	F12	\$157.50	\$204.80
Non Destructive Testing	F13	\$210.00	\$273.00
Service Administrator	F16	\$63.00	\$81.90
Project Manager	F17	\$194.30	\$252.00
Surface Mining Support	SMS	\$85.60	\$128.40
Equipment Rates	Misc. Self Code	Rate	Term
600 AMP Portable welding machines (including 100 ft. leads and wire feeder)	F01	\$79.00	per day plus fuel
600 AMP Electric welding machine (Includes 100 ft. leads and wire feeder)	F02	\$79.00	per day
24 ft. equipped tool trailer	F04	\$320.00	per day
4x4 service truck	F05	\$184.00	per day plus fuel
F550 4x4 service truck	F06	\$263.00	per day
T800 Semi Transport Truck	F18	\$220.00	per day
Boom Truck	F19	\$445.00	per day
Per Diem - Meals, Laundry, Etc.	PD1		\$55.00
Per Diem - Lodging	PD2		Cost

\*Note: Certified slings, chains, come-a-longs, safety harness etc. are considered consumable items.

**CRANE**

Description	Charge Codes	2024 Reg Rates	2024 OT Rates
CRANE SHOP	CRS	\$195.00	\$292.50
CRANE FIELD WORK	CRF	\$195.00	\$292.50
CRANE TRAVEL	TRV	\$195.00	\$292.50
USED EQUIP RATE	CRU	\$195.00	\$292.50
OUT OF COUNTRY	OTC	\$225.00	\$337.50
CRANE APPRENTICE	CRA	\$75.00	\$112.50
ENCORE	ESC	\$95.00	\$142.50
SALES SHOP RATE	SSL	\$195.00	\$292.50
CRANE DIAGNOSTIC TESTING	CDT		\$325.00
SUPER TORQUE WRENCH	STW		\$325.00
HYD RECOVERY UNIT	HRU		\$550.00
WIRE ROPE SPOOLER	SPS		\$550.00
STANDARD MILEAGE (Misc)	MLG		\$4.00
FIELD SERVICEMAN'S EXPENSES	TRE		Cost

**POWER SYSTEMS SERVICE**

Description	Charge Codes	2024 Reg Rates	2024 OT Rates
Shop Serviceman Rate	SVL	\$160.00	\$241.00
Field Serviceman Rate	FLD	\$175.00	\$263.00
3600 Engine	MLB	\$193.00	\$290.00
Marine PM	PMR	\$150.00	\$224.00
Power Systems Apprentice	PSA	\$142.00	\$213.00
Power Systems Apprentice Field	PFA	\$149.00	\$223.00
Marine Build Up	MBU	\$158.00	\$236.00
MCRC Dyno PSD	DYG	\$160.00	\$240.00
MCRCPSD	SPG	\$160.00	\$240.00
PM Travel	PMT	\$150.00	\$224.00
Travel	TRV	\$175.00	\$263.00
Out of Country	OTC	\$220.00	\$331.00
Mileage	MLG		\$4.00
Shop Serviceman Rate	SVL	\$160.00	\$241.00
Field Serviceman Rate	FLD	\$175.00	\$263.00
3600 Engine	MLB	\$193.00	\$290.00
Switchgear Field	SWG	\$225.00	\$337.00
Power Systems Rental Department	RPS	\$145.00	\$218.00
Power Systems Rental Department Field	RPF	\$175.00	\$263.00
Electric Power Gen PM	PMR	\$150.00	\$224.00
Electric Power Retail (under 199 KW)	EPR	\$145.00	\$218.00
Power Systems Apprentice	PSA	\$142.00	\$213.00
Power Systems Apprentice Field	PFA	\$149.00	\$223.00
Petro Recycling	PRS	\$1490.00	\$223.00
PM Travel	PMT	\$150.00	\$224.00
Publix Labor	PKL	\$120.00	\$180.00
Travel	TRV	\$175.00	\$263.00
Advance Electric Service	AES	\$175.00	\$263.00
MCRCPSD	SPG	\$160.00	\$240.00
MCRC Dyno PSD	DYG	\$160.00	\$240.00
Industrial Build Up	IBU	\$158.00	\$236.00
Out of Country	OTC	\$220.00	\$331.00
Mileage	MLG		\$4.00
Portable Air Compressor Shop	SVL	\$155.00	\$232.50
Portable Air Compressor Field	FLD	\$180.00	\$270.00
Stationary Air Compressor Shop	ACS	\$186.00	\$279.00
Stationary Air Compressor Field	ACF	\$158.00	\$237.00
Stationary Air Comp. Oil Free/Driver	CSD	\$198.00	\$297.00
Sullair Warranty Labor	SUL	\$101.25	\$151.88
New CSA Customer	FPM	\$134.00	\$201.00
Legacy CSAPM	CPM	\$128.00	\$192.00
Air Compressor Piping	ACP	\$99.00	\$148.50
Power Systems Apprentice	APR	\$100.00	\$150.00
Air Compressor Internal	ACI	\$129.00	\$193.50
Air Compressor Rental (ACR)	ACR	\$81.00	\$121.50
Air Over The Fence (AOF)	AOF	\$129.00	\$193.50
Field Service Engineer	ACE	\$300.00	\$450.00
Out of Country	OTC	\$247.00	\$370.50
Georgia Pacific Contract ONLY GAP	GAP	\$96.00	\$85.00
STANDARD MILEAGE (Misc)	MLG		\$3.00 per mile

**LIFT TRUCK**

Description	Charge Codes	2024 Reg Rates	2024 OT Rates
Shop Serviceman Rate	LTS	\$179.00	\$268.50
Field Serviceman Rate	LTf	\$179.00	\$268.50
Field Travel	LTT	\$179.00	\$268.50
Paint or Prime Machine (no paint furnished)	PAI	\$179.00	\$268.50
Sandblasting (sand furnished)	S/B	\$179.00	\$268.50
Steam Cleaning (supplies furnished)	CLN	\$179.00	\$268.50
Used Equipment Prep / Paint / Rental Repairs	LUP	\$120.00	\$180.00
Out of Country	OTC	\$216.00	\$324.00

**Utilities**

Description	Charge Codes	2024 Reg Rates	2024 OT Rates
Shop Serviceman Rate	SVL	\$168.00	\$252.00
Field Serviceman Rate	FLD	\$168.00	\$252.00
Field Travel	TRV	\$168.00	\$252.00
Truck PM	PMR	\$138.00	\$207.00
Production Serviceman Rate	UPR	\$115.00	\$173.00
Production Serviceman Reduced Rate	UPD	\$95.00	\$143.00
Utility Storm Repair Shop	USR	\$218.00	\$327.00
Utility Storm Repair Field	USF	\$218.00	\$327.00
Field Serviceman's Travel Rates (per mile)	MLG		\$4.00



## Formal Bid and Award System

Award #14 December 16, 2021

**Type of Award Request:** PROPOSAL (RFP)  
**Requestor Name:** Phelps, Charles, Material Handling Operator Maintainer II  
**Requestor Phone:** (904) 665-6382  
**Project Title:** Industrial Cleaning Services  
**Project Number:** See Attached  
**Project Location:** JEA  
**Funds:** O&M  
**Budget Estimate:** Award to Budget of \$1,092,900.00

**Scope of Work:**

The purpose of this solicitation is to contract the services of an industrial cleaning contractor to provide services described herein ("Work").

The scope of work includes furnishing all supervision, labor, materials, tools, equipment, consumables, and subcontracts necessary for industrial cleaning services primarily at JEA electric generating facilities. Services shall include, but not be limited to, the following:

- Wet & Dry Vacuuming Services
- Hydroblasting & Ultra High Pressure (UHP) Cleaning Services
- Chemical Cleaning Services (pricing will be requested on a per project basis)
- High Volume Pump Services
- Fugitive Dust Control Services

JEA has electric power generation equipment at four locations: Northside Generating Station, Brandy Branch Generating Station, Kennedy Generating Station, and Greenland Energy Center.

Additionally, this contract may be used to provide support to other JEA facilities, water, and wastewater locations on an as needed basis. The Water/Wastewater (W/WW) groups will evaluate rates submitted and make a determination if W/WW budget will be added to the forecast award.

As a part of this Bid, JEA required Bidders to submit hourly and equipment rates to provide a 40 hour / week industrial cleaning with a twelve man crew. This Bid requirement is referred to Option A.

**JEA IFB/RFP/State/City/GSA#:** 1410431046  
**Purchasing Agent:** Lovgren, Rodney  
**Is this a Ratification?:** NO

**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
THOMPSON INDUSTRIAL SERVICES LLC	Mike Bertram	mbertram@thompsonind.com	104 N. Main Street, Sumter, SC 29150	(803) 968 – 0687	\$765,030.00



## Award #10 Supporting Documents 08/08/24

MPW INDUSTRIAL SERVICES, INC.	John Stoughton	jstoughton@mpwservices.com	9711 Lancaster Rd. SE, Hebron, Ohio 43025	800-827-8790	\$327,870.00
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**Amount for entire term of Contract/PO:** \$1,092,900.00

**Award Amount for remainder of this FY:** \$258,046.13

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

**Begin Date (mm/dd/yyyy):** 12/22/2021

**End Date (mm/dd/yyyy):** 12/21/2024

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

### PROPOSERS:

Name	Points	Rank	Total Bid Price
THOMPSON INDUSTRIAL SERVICES LLC	96.2	1	\$708,935.30
MPW INDUSTRIAL SERVICES, INC.	85.3	2	\$733,351.45
ENVIROVAC	68.8	3	\$937,420.70
CESI	58.4	4	\$1,704,713.88

### Background/Recommendations:

Advertised on 09/27/2021. Five (5) prime companies attended the mandatory pre-proposal meeting held on 10/01/2021. At proposal opening on 10/26/2021, JEA received four (4) Proposals. The companies were evaluated based on price, work approach and safety. Thompson Industrial Services and MPW Industrial Services are the highest evaluated proposing companies. A copy of the evaluation matrix, proposals and rate sheets are attached as backup.

JEA awards two (2) contracts for this type of work (Primary and Secondary) on a 70 / 30 split to ensure all facilities have access to sufficient contractors for outages and any ad hoc services. The budget for power generation facilities is \$250,000.00 annually.

The W/WW groups currently contract out their various different industrial cleaning services via independent bids and contracts (currently Williams Industrial and Universal Services). Being that some of the service types provided to the power plants (hydro-blasting, vacuuming, pit cleaning, etc.) is similar to W/WW industrial cleaning needs, they have added \$114,300.00 to the budget per year to this award to allow trial usage of these contractors.

JEA has reviewed the submitted Option A rates vs. JEA's forecast of managing the services with contract employees and JEA equipment, based on a 40 hour per week schedule. This topic was previously discussed at the Awards committee 9/23/2021. At that time JEA noted additional vetting would be performed once bids were received. Based on the submitted rates from the lowest Option A prices from MPW vs. JEA managed services; JEA forecasts a savings of \$1,178,236.00 (for the three year term) by managing the work directly and using JEA owned equipment. The pricing evaluation included labor and equipment rates of the outside contractor vs. JEA managed contract labor (via WorkSpend) and JEA owned equipment. The evaluation of annual maintenance and overhaul of JEA equipment, which is fully amortized, was included to make the evaluation equivalent (apples to apples). Based on this evaluation, it was decided to move forward without Option A pricing.



## Award #10 Supporting Documents 08/08/24

When comparing Thompson's evaluated Total Bid Price of \$708,935.30, to the incumbent rates against the bid forecast (MPW) \$684,017.50, there is a 3.64% increase. Since the Award Amount is based on the budget and not the bid forecast, when applying the 3.64% increase to the budget numbers there is an estimated spend increase on rates of \$38,413.47. The estimated spend increase on rates deducted from the estimated savings from insourcing management, equipment and contract crew of \$1,178,236.00, results in an aggregate three forecast savings of \$1,139,822.53. Considering market conditions pricing is deemed considered reasonable. JEA is allowing a CPI adjustment annually on labor rates, and equipment rates are fixed with allowances for fuel. Markups are fixed based on cost plus model for ad-hoc materials and subcontractor support services.

1410431046 – Request approval to award a contract to Thompson Industrial Services in the amount of \$765,030.00 and MPW Industrial Services in the amount of \$327,870.00 for Industrial Cleaning services, for a not-to-exceed amount of \$1,092,900.00, subject to the availability of lawfully appropriated funds.

**Manager:** Crabtree, Jeremy D. - Mgr NGS Operations  
**Sr. Manager:** Wilds, Brian E. - Sr Mgr Energy Production & Material Handling Operations  
**Director:** Stancin, James M. - Dir Energy Production CTs  
**Sr. Director:** Kipp, James R. - Sr Dir Generation  
**VP:** Erixton, Ricky D. - VP Electric Systems

### APPROVALS:

Stephen Datz 12/16/21

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

Laure A Whitmer 12/20/21

**Budget Representative** **Date**



## Formal Bid and Award System

Award #5 January 19, 2023

**Type of Award Request:** CONTRACT INCREASE**Requestor Name:** Phelps, Charles – Material Handling Operator Maintainer II**Requestor Phone:** (904) 665-6382**Project Title:** Industrial Cleaning Services**Project Number:** Various**Project Location:** JEA**Funds:** O&M**Business Unit Estimate:** \$2,230,000.00 (30205, ET 2006)**Scope of Work:**

The purpose of this solicitation is to contract the services of an industrial cleaning contractor to provide services described herein ("Work"). The scope of work includes furnishing all supervision, labor, materials, tools, equipment, consumables, and subcontracts necessary for industrial cleaning services primarily at JEA electric generating facilities. Services shall include, but not be limited to, the following:

- Wet & Dry Vacuuming Services
- Hydroblasting & Ultra High Pressure (UHP) Cleaning Services
- Chemical Cleaning Services (pricing will be requested on a per project basis)
- High Volume Pump Services
- Fugitive Dust Control Services

JEA has electric power generation equipment at four locations: Northside Generating Station, Brandy Branch Generating Station, Kennedy Generating Station, and Greenland Energy Center. Additionally, this contract may be used to provide support to other JEA facilities, water, and wastewater locations on an as needed basis. The Water/Wastewater (W/WW) groups will evaluate rates submitted and make a determination if W/WW budget will be added to the forecast award.

As a part of this Bid, JEA required Bidders to submit hourly and equipment rates to provide a 40 hour / week industrial cleaning with a twelve-man crew. This Bid requirement is referred to Option A. JEA's intent is to manage temporary employees through Workspend.

**JEA IFB/RFP/State/City/GSA#:** 1410431046**Purchasing Agent:** Lovgren, Rodney Dennis**Is this a ratification?:** NO**RECOMMENDED AWARDEE:**

## Award #10 Supporting Documents 08/08/24

Name	Contact Name	Email	Original Award	Contract Increase	New NTE
THOMPSON INDUSTRIAL SERVICES, LLC	Mike Bertram	mbertram@thompsonind.com	\$765,030.00	\$0.00	\$765,030.00
MPW INDUSTRIAL SERVICES, INC.	John Stoughton	jstoughton@mpwservices.com	\$327,870.00	\$2,230,000.00	\$2,557,870.00

**Amount of Original Award:** \$1,092,900.00  
**Date of Original Award:** 12/16/2021  
**Change Order Amount:** \$2,230,000.00  
**New Not-To-Exceed Amount:** \$3,322,900.00  
**Length of Contract/PO Term:** Three (3) Years w/ Two (2) - 1 Yr. Renewals  
**Begin Date (mm/dd/yyyy):** 12/22/2021  
**End Date (mm/dd/yyyy):** 12/21/2024  
**Renewal Options:** Two (2) - 1 Yr. Renewals  
**JSEB Requirement:** NA – Optional

### Background/Recommendations:

Competitively bid and approved by Awards Committee on 12/16/2021. The original award and renewal are attached as back-up. The original award was on a 70/30 split for T&M rate basis for industrial cleaning services to Thompson Industrial Services, LLC and MPW Industrial Services, Inc.

JEA had originally intended to manage industrial cleaning contractors directly using Workspend. After approximately 5 months of current market labor challenges using temporary labor & JEA managing personnel, JEA elected to use the Option A outsourced managed labor option from MPW. MPW's Option A pricing was the lower of the two original Awardees.

This request is to add funds for O&M in the amount of \$2,230,000.00, to allow continued use through the Term. The original award amount was based on historical usage and budget estimates available at the time of award. Contract prices have CPI adjustments allowable at contract anniversary upon request by the supplier.

Should the O&M workload exceed the current planned workload & outage support during the contract term, or should JEA elect to renew the contracts, additional funding may be required. Additional increases will be processed through the Awards Committee as necessary.

Request approval for a contract increase to MPW Industrial Services, Inc. \$2,230,000.00 for industrial cleaning services, for a new not-to-exceed amount of \$3,322,900.00, subject to the availability of lawfully appropriated funds.

**Manager** Crabtree, Jeremy D. - Mgr NGS Operations  
**Sr. Manager:** Wilds, Brian E. - Sr Mgr Energy Production & Material Handling Operations  
**Director** Limbaugh, Margaret - Dir Energy Production  
**VP:** Erixton, Ricky - VP Electric Systems

### APPROVALS:

Award #10 Supporting Documents 08/08/24

<u>Stephen Datz</u>	1/19/2023
Chairman, Awards Committee	Date

<u>Stephanie M Healy</u>	1/19/2023
Budget Representative	Date

## Consent Agenda

The Chief Procurement Officer offers the following items for the JEA Awards Consent Agenda. Any item may be moved from the Consent Agenda to the Regular Agenda by a committee member asking that the item be considered separately. **All items on the Consent agenda have been approved by OGC, Budget and the Business Unit Vice President and Chief.** The posting of this agenda serves as an official notice of JEA's intended decision for all recommended actions for **Formal Purchases** as defined by **Section 3-101 of the JEA Procurement Code**. Please refer to JEA's Procurement Code, if you wish to protest any of these items.

Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term	JSEB Participation (Y/N) If Y, then list company name(s) (% , \$ - awarded)
1	Minutes	Minutes from 06/08/2023 Meeting	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	Omnia Contract/Piggyback	Hewlett Packard DL380 and DL360 Servers and related Equipment and Support	Datz	CDW GOVERNMENT LLC	Capital	\$354,431.25	N/A	\$354,431.25	N/A	One-Time Purchase w/Five (5) years maintenance Start Date: 06/19/2024 End Date: 06/18/2029	N/A
	Piggyback Contract: Omnia ESCR4 R210401 Tech Sol. Products/Services For additional Information Contact: Nathan Woyak  Request to award CDW-G, an authorized HPE reseller and Omnia contract participant, a one-time, opportunity purchase of JEA standard platform DL360 (single rack-unit(RU) footprint) and DL380(double rack-unit(RU) footprint) HPE hardware servers including all hardware integrated HPE S&M providing operations warranty coverage of the systems over their expected useful life of 5 years. These are the two primary hardware server platform types used within the JEA data centers and at JEA field network locations for W/WW SCADA system support, remote VDI, distributed PI/Telemetry/Monitoring systems, information security application segmentation and other use cases per solution requirements. These systems will be used to build new systems, increase system capacity per forecasts or replace existing, aging-out hardware. All hardware is expected to be received in a timely manner based on the forecasted supply chain estimated delivery dates of each solution build as considerations were made during hardware selection to ensure system component availability.  JEA has deemed the pricing to be fair and accurate based on the established contract which in this case provides an overall 57.5% discount off MSRP on the DL360's and an overall 59.6% discount on the DL380's. These discounts result in a net savings of \$491,032.75 off retail to JEA.										
3	Contract Increase	1410431046 Industrial Cleaning Services	Erixton	Thompson Industrial Services, LLC	Capital & O&M	Thompson Industrial Services, LLC \$487,445.93	Thompson Industrial Services, LLC \$765,030.00 MPW Industrial Services, LLC \$327,870.00	Thompson Industrial Services, LLC \$1,328,978.93 MPW Industrial Services, LLC \$2,557,870.00	5/10/2023 Thompson Industrial Services, LLC \$76,503.00  1/19/2023 MPW Industrial Services, LLC \$2,230,000.00	Five (5) Years, w/ One (1) - 1 Yr. Renewals	N/A
	Originally Awarded: 12/16/2021 Contract Expiration: 12/15/2026 For additional information contact: Rodney Lovgren  JEA utilizes two (2) contractors for industrial cleaning services at the power plants (wet/dry vacuuming services, hydroblasting, chemical cleaning, high volume pumping, dust control system cleaning and pit cleaning). This increase is to allow continued use of the primary contractor (Thompson) through the original term. Additional funding requests will be processed as required. Work will be performed at the current contract rates, with CPI allowable annually upon request.										
4	Request for Proposal (RFP)	1411223446 Mail Services for JEA	Schepis	Fedex Office and Print Services, Inc.	O&M	\$535,659.00	\$535,659.00	N/A	N/A	Five (5) Years, w/ Two (2) - 1 Yr. Renewals	N/A
	Advertised: 04/19/2023 Bid Opening: 05/23/2023 Two (2) Proposals Received For additional information contact: Rodney Lovgren  The Supplier for the JEA mailroom provides processing of incoming and outgoing mail (interoffice, USPS, courier, express services, and contractor drop-off/pick-up). Other services include; courier pick-ups & deliveries, sending, receiving, and logging packages for express delivery, inventorying & replenishing mail and copy room supplies, notifying JEA employees of mail or packages for pick-up, sending digital mail and documents to JEA employees, copying, scanning.  Only two (2) Proposals were received due to the type and volume of work. Considering the range of the proposals received and the new provider is 18.7% less than the incumbent resulting in a forecasted savings of \$100,368.60, the price is deemed reasonable.										
5	IFB	1411251046 - Nassau Regional Water Reclamation Facility – Fiber Optic Construction, Installation, and Testing	Selders	Cook Electrical, Inc.	Capital	\$695,177.50	N/A	\$695,177.50	N/A	Project Completion (Estimated 06/20/23 through 09/27/23)	N/A – Optional
	MOVED TO REGULAR AGENDA										
6	Contract Increase	086-19 Construction Management-at-Risk (CMAR) Services for the Buckman Biosolids Conversion Projects	Melendez - Wastewater	Wharton-Smith, Inc.	Capital	\$36,252,293.00	\$971,322.00	\$104,107,459.27	09/03/2020 - \$13,825,095.00 03/25/2021 - \$17,800,520.00 03/24/2022 - \$14,397,053.00 05/05/2022 - \$3,684,712.00 06/10/2022 - \$175,699.27 03/02/2023 - \$14,514,773.00 03/30/2023 - \$2,485,992.00	Project Completion (Expected: January 2028)	N/A - This Contract Increase
	Last Awarded: 03/30/2023 For Additional Information Contact: Lynn Rix  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.  This increase request will fund the early dewatering package needed to keep the upgrades going at the Buckman WRF. This package includes removing and replacing aeration headers, diffusers, the dewatering system and sluice gates. This increase also includes funding for the construction of the caking receiving station and long lead electrical equipment.  It is estimated that the overall contract value, inclusive of all projected projects, will be \$300,000,000.00.										



## Award #10 Supporting Documents 08/08/24

Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term	JSEB Participation (Y/N) If Y, then list company name(s) (% , \$ - awarded)
7	Request for Proposal (RFP)	1411124446 Engineering Services for SJRPP Substation Expansion	Melendez	Chen Moore & Associates, Inc.	Capital	\$545,738.00	\$545,738.00	N/A	N/A	Project Completion (2026)	Meskel & Assoc (Geotechnical Services) 5% - \$27,286.90  VIA Consulting (Constructability Review) 2% - \$10,914.76
	Advertised: 02/15/2023 Proposals Opened: 04/18/2023 Four (4) Proposals Received Public Evaluation Meeting: 05/18/2023 For additional information contact: Rodney D. Lovgren  This solicitation is for engineering services to provide civil and electrical engineering services and services during construction (SDC) for the new SJRPP 230 / 26 kV distribution substation. The RFP was evaluated based on engineering firms qualifications. The scope and fee were successfully negotiated with the highest evaluated Proposer. The Engineering fee is approximately 8.7% of the current construction estimate. JEA has reviewed the hourly rates for engineering and SDC estimate and deemed the estimate and rates reasonable when compared to previous contracts.										
8	IFB	1411172447 Martin Luther King-Fairfax to Brentwood Water Main Replacement	Melendez - Water	Petticoat-Schmitt Civil Contractors, Inc.	Capital	\$9,167,519.00	N/A	\$9,167,519.00	N/A	Project Completion (Expected: October: 2025)	Five Percent (5%) Requirement  RZ Services (Materials) - 5%
	Advertised: 4/13/23 Bids Opened: 5/23/23 Five (5) Bids Received For Additional Information Contact: Lynn Rix  This solicitation is to request construction services to install watermain pipe along Martin Luther King Pkwy (20th Street) and Myrtle Avenue. In addition, the following components are included to support the project: Removal and replacement of 148 existing water services; Installation of 25 new water services; Abandonment of 6,673 LF existing watermain by grout filling; Abandonment of 84 LF watermain by removal; Abandonment of 11 additional watermain locations by sealing or plugging; Removal and replacement of privately owned asphalt pavement and stamped brick asphalt pavers; and asphalt mill and resurfacing. Removal and replacement of COJ concrete curb and gutter, concrete/asphalt driveway, and concrete sidewalk. The bid was compared to the estimate and past projects and deemed reasonable.										

### Consent Agenda Action

Committee Members in Attendance		
	Names	<u><b>Ted Phillip, David Emanuel, Janie Smalley</b></u>
Motion by:	Janie Smalley	
Second By:	David Emanuel	
Committee Decision	Approved as Amended for Consent Agenda and Regular Agenda	

# Award #10 Supporting Documents 08/08/24

Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term	JSEB Participation (Y/N) If Y, then list company name(s) (% , \$ - awarded)										
<b>Regular Agenda</b> (date last updated)																					
Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term	JSEB Participation (Y/N) If Y, then list company name(s) (% , \$ - awarded)	Action										
5	IFB	1411251046 - Nassau Regional Water Reclamation Facility – Fiber Optic Construction, Installation, and Testing	Selders	Cook Electrical, Inc.	\$695,177.50	N/A	\$695,177.50	N/A	Project Completion (Estimated 06/20/23 through 09/27/23)	N/A – Optional	Motion by: <u>David Emanuel</u>  Second by: <u>Janie Smalley</u>  Committee Decision: <u>Deferred</u>										
Advertised: 05/09/2023 Proposals Opened: 05/31/2023 One (1) Proposal Received For additional information contact: Nickolas Dambrose  Two (2) bidders attended the optional Pre-Bid Meeting on 05/18/2023. JEA typically has a difficult time getting high participation for fiber optic work. To understand reasons for low participation, JEA sought correspondence with other potential bidders. Three additional bidders declined to participate because of their existing workloads.  This award requests Cook Electrical, Inc. to provide fiber optic construction, installation, and testing at Nassau Regional Water Reclamation Facility in Yulee, Nassau County. When completed this award will provide high speed data transmission, data security and data reliability for the Nassau Regional Water Reclamation, along with expanding JEA fiber optic network into Nassau County.  This award is \$105,000.00 less than the business unit estimate and will be fully funded from its original budget funding source. JEA also specified that the cost of payment and performance bonds were included in the pricing solicitation for this award. No liquidated damages have been included in this award request.																					
<b>Regular Agenda Action</b>																					
Committee Members in Attendance	Names	<b>Ted Phillips, <u>David Emanuel</u>, <u>Janie Smalley</u></b>																			
Motion by:	David Emanuel																				
Second By:	Janie Smalley																				
Committee Decision	Deferred																				
<b>Consent and Regular Agenda Signatures</b>																					
Budget	Name/Title _____																				
Awards Chairman	Name/Title _____																				
Procurement	Name/Title _____																				
Legal	Name/Title _____																				

JEA Awards Agenda June 8, 2023 225 North Pearl St., Jacksonville, FL 32202 - Hydrangea Room 1st Floor											
<a href="#">Teams Meeting Info</a>											
Consent Agenda											
The Chief Procurement Officer offers the following items for the JEA Awards Consent Agenda. Any item may be moved from the Consent Agenda to the Regular Agenda by a committee member asking that the item be considered separately. <b>All items on the Consent agenda have been approved by OGC, Budget and the Business Unit Vice President and Chief.</b> The posting of this agenda serves as an official notice of JEA's intended decision for all recommended actions for <b>Formal Purchases</b> as defined by <b>Section 3-101 of the JEA Procurement Code</b> . Please refer to JEA's Procurement Code, if you wish to protest any of these items.											
Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term	JSEB Participation (Y/N) If Y, then list company name(s) (% , \$ - awarded)
1	Minutes	Minutes from 06/01/2023 Meeting	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	Real Estate Directive	PA20W-Rivertown Storage & Pump-W (RES - RiverTown - New Storage and Pumping System)	Mitchell Jr., Paul	MATTAMY JACKSONVILLE LLC, a Delaware limited liability company	Capital - 8006356	\$498,000.00	N/A	\$498,000.00	N/A	Project Completion  Start: 06/15/2023	N/A
For additional information contact: Elaine Selders  JEA has negotiated the purchase of a parcel within Rivertown for new Reuse Pumping and storage site with Mattamy Jacksonville LLC, Delaware limited liability company, to provide reuse water capacity in St. Johns County and the Rivertown development.  The JEA Procurement Code Exemptions in Section 2-201 includes purchases of Real Estate. The Real Estate Services Procurement Directive requires Awards Committee approval for Real Estate purchases of \$50,000.00 to \$500,000.00.  This award is for a real property acquisition to provide land for a new Reuse Water Storage and Pumping site. The subject property will provide the real estate needed to construct the new Reuse Water Storage and Pumping site which will better serve St. Johns County and the Rivertown development with the capacity and pressure for reliable Reuse Water. The Real Estate team entered negotiations with the owner and determined it is in JEA's best interest to accept their second counter-offer. The cost justification summary has been attached as backup.  The cost avoidance savings for this award is \$19,050.00. The savings includes the difference between the appraised property value and the final cost of the property, minus the eminent domain costs JEA would have incurred if they were unable to negotiate with the seller. Formula is broken out below:  \$498,000.00 (final cost) - \$357,050.00 (property value) = 140,950.00 (additional compensation). Total Eminent Domain costs (\$160,000.00) less additional compensation (\$160,000.00 - \$140,950.00 = \$19,050.00).											
3	Real Estate Directive	PA23-Land Sale-Rivertown Well	Mitchell Jr., Paul	MATTAMY JACKSONVILLE LLC, a Delaware limited liability company	O&M - 8008728	\$89,800.00	N/A	\$89,800.00	N/A	Project Completion  Start: 06/15/2023	N/A
For additional information contact: Elaine Selders  JEA has negotiated the sale of a portion of a prior St. Joe Well parcel within the Rivertown Development in St. Johns County for Mattamy Jacksonville, LLC to use as public right-of-way for Rivertown Main Street. It has been determined that the subject parcel has no current or future utility need and been determined surplus and ready for disposition. JEA obtained a third-party appraisal which valued the subject property at the agreed upon sales price.  The JEA Procurement Code Exemptions in Section 2-201 includes purchases of Real Estate. The Real Estate Services Procurement Directive requires Awards Committee approval for Real Estate purchases of \$50,000.00 to \$500,000.00.  This award is for the disposition of a portion of real property to Mattamy Jacksonville, LLC to use as public right-of-way for Rivertown Main Street.											
4	Contract Increase	Dell and Logitech Equipment Purchase FY23	Datz	CDW GOVERNMENT LLC	O&M and Capital	\$660,504.25	\$1,004,264.95	\$1,664,769.20	N/A	One (1) Year w/ Two - One (1) Year Renewals Start date: 01/01/2023 End Date:12/31/2023	N/A
Originally Awarded: 12/15/2022 Contract Expiration: 12/31/2023 For additional information contact: Brooke Garland  The specific equipment will include the inventory of all Dell devices including Dell 7000 series computers (laptops, desktops, monitors), cases, keyboards, and docks. The Logitech webcams, and keyboard/mouse combo are also included. These products are JEA Standards.CDW is offering a 26-50% discount off list price on the Dell equipment and support including any additional related equipment not specifically listed in the workbook. The comparable item pricing is similar to previous contract.  This contract increase is to cover additional FY23 equipment needs. The funding request represented in the original award did not include PC Refresh. As a result, the CPA is short for FY23. This is the last purchase for FY23 for both capital and O&M but the CPA will also include funding planned for Q1 of FY24.											
5	DEFER	DEFER	DEFER	DEFER	DEFER	DEFER	DEFER	DEFER	DEFER	DEFER	DEFER
DEFER											

# Award #10 Supporting Documents 08/08/24

Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term	JSEB Participation (Y/N) If Y, then list company name(s) (% , \$ - awarded)
6	GSA Contract/Piggyback	Splunk Storage Monitoring Cloud Subscription	Datz	CDW GOVERNMENT LLC	O&M (30903)	\$441,931.41	N/A	\$441,931.41			
	<p>Piggyback Contract: GSA Schedule No: 47QSWA18D008F For additional information contact: Nathan Woyak</p> <p>This request for award proposes that JEA use the GSA authorized Splunk reseller CDW to facilitate a one (1) year purchase for the Splunk Cloud and Splunk Enterprise Suite of products which comprises JEA's standard Security Information and Event Management(SIEM) solution, SECaaS(Security as a Service), and the generic role as a single-repository, information correlation engine with ML/AI(Machine Language/ Artificial Intelligence) capability for all enterprise systems. JEA's Splunk solution supports a variety of use cases including threat detection, compliance(CIP and others), real-time telemetry and event analysis including cyber incident investigation.</p> <p>JEA's Splunk platform has been in the development and build in stages since approximately FY21, and started primarily to serve as the new log correlation engine to replace the current solutions which were approaching end of life. This solution was widely expanded architecturally during FY22/23 to facilitate the overall replacement of additional systems to align with current information security and compliance requirements in addition to increased cyber-attacks and the required identification of potential system vulnerabilities. The most noteworthy and impactful expansion resulted in holistic replacement of the existing SIEM solution with Splunk ES(Enterprise Security). Note, the same request was made for one year in 2022 on a previous award however it was not known at the time if JEA would award this beyond the first year.</p> <p>This request is for a one (1) year SPLUNK hot storage/monitoring cloud subscription for \$441,931.41. Due to the sensitive nature of the product solution architecture and configuration, JEA's procurement of the Splunk Product Suite has utilized the overarching GSA contracts to facilitate procurement. CDW's pricing has been deemed fair and reasonable based on the additional savings of ~40% (\$295,982.7) off the published GSA rates.</p>								N/A	One (1) Year w/ Two - One (1) Year Renewals Start date: 05/09/2023 End Date:05/08/2024	N/A

## Consent Agenda Action

Committee Members in Attendance	Names	Ted Phillips, Laura Schepis, David Emanuel
Motion by:	David Emanuel	
Second By:	Laura Schepis	
Committee Decision	Approved	

## Consent and Regular Agenda Signatures

Budget	Name/Title	<u>Sara Goodwin</u>	June 8, 2023
Awards Chairman	Name/Title	<u>Theodore B Phillips</u>	
Procurement	Name/Title	<u>JM</u>	
Legal	Name/Title	<u>Rebecca Lavis</u>	



Parts &amp; Service: 1-888-434-7378

<b>QUOTATION NO.</b>	M758472-0624-JWV-R0
<b>DATE</b>	06/28/2024

NOTICE: This quotation is void unless accepted within 30 days from date hereof and is subject to change upon notice. However, if ABB elects to perform the services covered by the quotation, in response to an order placed 30 or more days after the date of the quotation, the terms of the quotation will apply.

**BUYERS INFORMATION:**

Quote Requested by	Michael Baldwin
Company	Jacksonville Electric Authority
Address	21 W Church Street Jacksonville, FL
Phone	904-773-3138
Email	baldmp@jea.com
Service Contact	Amar
Phone	904-603-3199
<b>RE</b>	JEA Northside Gen Station CT-6
<b>SAP NO.</b>	9020556

**SUBMIT PURCHASE ORDER TO:**

**ABB INC.**  
**305 Gregson Drive**  
**Cary, NC 27511**

**PLEASE REFERENCE PROPOSAL NO. ON ALL PURCHASE ORDERS**

ABB Contact	Jacky Miles
Phone	704-605-7094
Email	Jacky.miles@us.abb.com

**REMIT PAYMENT TO:**

**ABB INC.**  
 29713 Network Place  
 Chicago, IL 60673-1297

**Work Services Description**

ABB is pleased to offer this firm fixed price proposal for the services outlined below at the Northside Generation facility located in Jacksonville, FL.

**Site Address:**

Northside Generation Station  
 4377 Heckscher Drive  
 Jacksonville, FL

**Scope of Supply:**

1. Services:
  - a. Upon receipt of an acceptable purchase order, ABB will schedule the appropriate resource to perform the services once the customer provides a firm date of service.
  - b. Upon completion ABB will provide a field service report detailing the services performed, test results, and recommendations for future service.
2. ABB Supplied Equipment:
  - a. Equipment



Item No.	Quantity	Description
1	1	<b>Motor Control Center, Low Voltage</b> <b>Marks: MCC</b>  <b>8 Section(s), NEMA 1 with Gasketing</b> Not Suitable for Service Entrance 600 Amps, 3 Phase 3 Wire, 480 V ac, 60 Hz Minimum Interrupt Rating: 65kA Fully Rated; Bus Bracing Rating: 65 kA Incoming Feed: Bottom Incoming Left Feeding Right Front Only Mounting NEMA Wiring Classification I-BT "Class 1-BT (Independent units with NO Factory interconnecting wires, load wiring to Terminal Board (Size 1&2))" UL 845 Certified for US and Canada, NEMA ICS 18, NEC The Lineup will NOT be provided with Seismic Certification Enclosure Paint: ANSI-61 (Light Gray) tested to minimum withstand of 600 hours humidity and salt spray test. Customer will provide Specifications and Drawings to the Factory. <b>Dimensions and Weight (Estimated)</b> Section 1 "AA": Height=90 in; Width=20 in; Depth=20 in Section 2 "AB": Height=90 in; Width=20 in; Depth=20 in Section 3 "AC": Height=90 in; Width=20 in; Depth=20 in Section 4 "AD": Height=90 in; Width=20 in; Depth=20 in Section 5 "AE": Height=90 in; Width=20 in; Depth=20 in Section 6 "AF": Height=90 in; Width=20 in; Depth=20 in Section 7 "AG": Height=90 in; Width=20 in; Depth=20 in Section 8 "AH": Height=90 in; Width=20 in; Depth=20 in Lineup Total: Height=90 in; Width=160 in; Depth=20 in  <b>List of Materials</b> 2 NEMA 1 With Gasketing Enclosure 20W 6 NEMA 1 With Gasketing Enclosure 20W 8 Fully Rated COPPER Standard Tin plated Bus 600A 20 Wide 8 Ground COPPER Standard Tin plated Bus 300A 20 Wide 2 Vertical Ground Bus Provided 66 High 6 Vertical Ground Bus Provided 72 High 25 Vertical Unit Grounding Stab provided 25 Vertical Unit Ground Lug provided 2 Vertical COPPER Standard Tin plated Bus 600A 66 High 6 Vertical COPPER Standard Tin plated Bus 600A 72 High  <b>Options</b> 8 Rear Main Bus Barrier 8 Insulated Main Bus 8 Low Voltage Barrier 24 Unit Shutter Mechanism 1 Certified Test Reports 8 Double-Bolted Main Bus 8 Space Heater (120V) 1 Circuit Breaker Required for Space Heaters 1 Thermostat (120V) 8 Space Heater Guard(s)

- 8 Equipment Mounted Elementary Wiring Diagram
- 3 Standard Catalog Renewal Parts Book
- 39 Engraved Nameplates Black with White Text
- 39 Internal Device Identification Labels
- 8 NEMA Wiring Classification: 1-BT "Class 1-BT (Independent units with NO Factory interconnecting wires, load wiring to Terminal Board (Size 1&2))"
- 20 Control Wire Type: SIS VW1
- 20 Control Wire Markers: Heat Shrink Non PVC
- 20 Control Wire Terminal: Insulated Locking Spade
- 20 Control Terminal Board: Hi Density Standard
- 22 Power Wire Type: SIS VW1 OR XHHW
- 22 Power Wire Markers: Heat Shrink Non PVC
- 22 Power Wire Terminal: Insulated Ring I
- 22 Power Wire Terminal Board: Standard
- Lineup Manual Entry**
- 1 FACTORY QUOTE JLC-V2-12192023-CXE-00000293
- Main 1 Circuit Breaker**
- 1 Circuit Breaker, 600 A Frame, 600 A Trip, 3 Pole, Thermal Magnetic XT5H600  
Electronic Ekip Dip LSI Trip Unit  
Stationary Stab  
Manually Operated Circuit Breaker  
2/0 AWG - 500 MCM Mechanical (1-Hole) ALUMINUM Line Lugs (2) Cables Per Phase
- 1 Keylock Provided
- Metering / Monitoring**
- 1 Type 2 Surge Protection Device ME 80/160 kA per Mode/Phase
- 1 RGM 2200 (Shark50-V3-485P-X) (Main)
- 3 Current Transformer (3)
- 2 Potential Transformer (2)
- Starter**
- 13 Full Voltage Non-Reversing, 300 Contactor Type  
10 hp; 7.46 kW, Nema Size 1, Magnetic Starter
- 13 Circuit Breaker, 25 A Trip, 3 Pole, Magnetic, XT2H125  
Stationary Stab  
Ekip Dip I Trip Unit
- 13 SOLID STATE Overload Relay
- 13 Control Power Type: Control Power Transformer - 150VA
- 13 Aux Contacts  
Used Contacts: (1) Normally Open Contact (1) Normally Closed Contact  
Extra Auxiliary Contacts: (2) Normally Open Contacts (1) Normally Closed Contact
- 13 Pilot Devices  
Lights : Run / Stop (Red / Green), Push To Test, LED Transformer  
Switches / Pushbuttons : Hand / Off / Auto (SW) (Black), Non Illuminated
- Custom Relays**
- 13 Control Relay: NF Series 120V Auxiliary Control with 4NO 4NC
- Starter**
- 4 Full Voltage Non-Reversing, 300 Contactor Type  
25 hp; 18.65 kW, Nema Size 2, Magnetic Starter
- 4 Circuit Breaker, 50 A Trip, 3 Pole, Magnetic, XT2H125  
Stationary Stab  
Motor Circuit Protector Trip Unit
- 4 SOLID STATE Overload Relay
- 4 Control Power Type: Control Power Transformer - 150VA
- 4 Aux Contacts  
Used Contacts: (1) Normally Open Contact (1) Normally Closed Contact  
Extra Auxiliary Contacts: (2) Normally Open Contacts (2) Normally Closed Contacts
- 4 Pilot Devices  
Lights : Run / Stop (Red / Green), Push To Test, LED Transformer  
Switches / Pushbuttons : Hand / Off / Auto (SW) (Black), Non Illuminated
- Custom Relays**
- 4 Control Relay: NF Series 120V Auxiliary Control with 4NO 4NC



**Starter**

- 4 Full Voltage Non-Reversing, 300 Contactor Type  
25 hp; 18.65 kW, Nema Size 2, Magnetic Starter
- 4 Circuit Breaker, 50 A Trip, 3 Pole, Magnetic, XT2H125  
Stationary Stab  
Motor Circuit Protector Trip Unit
- 4 SOLID STATE Overload Relay
- 4 Control Power Type: Control Power Transformer - 150VA
- 4 Aux Contacts  
Used Contacts: (1) Normally Open Contact (1) Normally Closed Contact  
Extra Auxiliary Contacts: (2) Normally Open Contacts (2) Normally Closed Contacts
- 4 Pilot Devices  
Lights : Run / Stop (Red / Green), Push To Test, LED Transformer  
Switches / Pushbuttons : Hand / Off / Auto (SW) (Black), Non Illuminated

**Custom Relays**

- 4 Control Relay: NF Series 120V Auxiliary Control with 4NO 4NC

**Starter**

- 2 Full Voltage Non-Reversing, 300 Contactor Type  
50 hp; 37.3 kW, Nema Size 3, Magnetic Starter
- 2 Circuit Breaker, 100 A Trip, 3 Pole, Magnetic, XT2H125  
Stationary Stab  
Motor Circuit Protector Trip Unit
- 2 SOLID STATE Overload Relay
- 2 Control Power Type: Control Power Transformer - 300VA
- 2 Aux Contacts  
Used Contacts: (1) Normally Open Contact (1) Normally Closed Contact  
Extra Auxiliary Contacts: (2) Normally Open Contacts (2) Normally Closed Contacts
- 2 Pilot Devices  
Lights : Run / Stop (Red / Green), Push To Test, LED Transformer  
Switches / Pushbuttons : Hand / Off / Auto (SW) (Black), Non Illuminated

**Custom Relays**

- 2 Control Relay: NF Series 120V Auxiliary Control with 4NO 4NC

**Starter Manual Entry**

- 2 CR104PXC GE Contact Block - Push Button/Switch

**Starter**

- 1 Full Voltage Non-Reversing, 300 Contactor Type  
10 hp; 7.46 kW, Nema Size 1, Magnetic Starter
- 1 Circuit Breaker, 25 A Trip, 3 Pole, Magnetic, XT2H125  
Stationary Stab  
Ekip Dip I Trip Unit
- 1 SOLID STATE Overload Relay
- 1 Control Power Type: Control Power Transformer - 150VA
- 1 Aux Contacts  
Used Contacts: (1) Normally Open Contact (1) Normally Closed Contact  
Extra Auxiliary Contacts: (2) Normally Open Contacts (1) Normally Closed Contact
- 1 Pilot Devices  
Lights : Run / Stop (Red / Green), Push To Test, LED Transformer  
Switches / Pushbuttons : Hand / Off / Auto (SW) (Black), Non Illuminated

**Custom Relays**

- 2 Control Relay: NF Series 120V Auxiliary Control with 4NO 4NC

**Starter Manual Entry**

- 1 CR104PXC GE Contact Block - Push Button/Switch

**Feeder**

- 1 Circuit Breaker, 250 A Frame, 150 A Trip, 3 Pole, Thermal Magnetic, XT4H250  
Manually Operated Circuit Breaker  
Stationary Stab
- 3 #4 AWG - 300 kcmil Mechanical Aluminum Load Lugs  
Thermal Magnetic Fixed Trip Unit

- Feeder**
- 1 Circuit Breaker, 250 A Frame, 225 A Trip, 3 Pole, Thermal Magnetic, XT4H250  
Manually Operated Circuit Breaker  
Stationary Stab
  - 3 #4 AWG - 300 kcmil Mechanical Aluminum Load Lugs  
Thermal Magnetic Fixed Trip Unit
- Lighting Panelboards**
- 1 24 Circuits AE/AS-A-Series TEY Branches, 480V, 800A Max  
225 Amps, 3 Phase 4 Wire 480Y/277V  
Minimum Interrupt Rating: 65kA Fully Rated  
Incoming Main Feed: Top from Feeder Circuit Breaker in Lineup  
225 Amps, Main Lugs  
1-lug/phase 1-cable/lug #6 -350 MCM  
Copper Bus 1000A PSI  
(3) Feeder Breaker Device 15 Amps 3 Poles TEYL  
(2) Feeder Breaker Device 30 Amps 3 Poles TEYL  
(1) Feeder Breaker Device 50 Amps 3 Poles TEYL  
(1) Feeder Breaker Device 70 Amps 3 Poles TEYL  
(1) Feeder Breaker Device 40 Amps 3 Poles TEYL
- Relay Compartment**
- 1 Standard Door / Wireway Height= 18 in
  - 1 Relay Powering Components  
Control Relay: NF Series 120V Auxiliary Control with 4NO 4NC
- Relay Compartment**
- 1 Standard Door / Wireway Height= 18 in
  - 1 Relay Powering Components  
Control Relay: NF Series 120V Auxiliary Control with 4NO 0NC
- Relay Compartment Manual Entry**
- 1 MGE#W250CPX-7 MAGNECRAFT Relay - 4 Pole - 24VDC
  - 1 ES-27 3AA1N2N0 BASLER UNDER VOLTAGE SOLID STATE RELAY
- Space Unit**
- 7 Customer Available Spaces Height=12 in
  - 4 Customer Available Spaces Height=6 in

Item No.	Quantity	Description
2	1	<b>Lighting Panelboard, ReliaGear RQ</b> <b>Marks: 208V PANEL</b>
		1 Section(s), Nema 1 Enclosure 250 Amps, 3 Phase 4 Wire 208Y/120V, 50/60 Hz Minimum Interrupt Rating: 10kA Fully Rated Incoming Feed: Bottom Surface Mounted 18 Circuits UL67 / CSA C22.2 No. 29 Certified cULus Certified Height: 55.5 Inches; Width: 20 Inches; Depth: 5.75 Inches
	1	225 Amps Main Breaker XT4N250
	1	Ekip Dip LSI
	1	Pad Lock 1-lug/phase 1-cable/lug #4 -300 kcmil
		<b>Main Option Details</b>
	1	Tin Plated Copper Bus 1000A PSI
	2	Ground-Cu box bonded TGC2
	1	Ground main lug TGL20
	1	100% Rated Neutral
	1	NEMA 1 Enclosure

**Feeders**

- 1 Breaker Device 20 Amps 2 Poles THQB
- 16 Breaker Device 20 Amps 1 Poles THQB

**Modifications**

- 1 Front Hinged To Box
- 1 Metal Directory Card Hldr
- 1 Nameplates
- 1 ME, 65kA/mode,130kA/phase (TPME120Y06AS)
- 1 Interior: AQF3182JBX AXS5T6B6
- 1 Box: AB55B
- 1 Front: AF55SDNM
- Device layout is customer specified

Item No.	Quantity	Description
3	1	<b>Transformer, Aluminum, 9T10A1002</b> <b>Marks: 30KVA TRANSFORMER</b> <ul style="list-style-type: none"> <li>1 3 Phase, 60 Hz, 30 kVA  Ambient Temperature : 40°C  Coil Material : Aluminum  Primary Voltage : 480, Primary Connection : Delta  Secondary Voltage : 208Y/120, Secondary Connection : Wye  Temperature Rise : 150  Energy Efficiency : DOE 2016 (Std)  Enclosure : NEMA 1/NEMA 2  Taps(Nominal) : 2 above 4 below 2.5%  Impedance : 4.6%  K Factor : K1  Sound Level : Std(45dB)  UL : Yes, cUL : No, CE : No,</li> <li><b>Accessories :</b></li> <li>1 9T18Y1072G10 Lug Kit included</li> <li>1 9T18Y1071G11 Ground Bar Kit included</li> <li><b>Factory Individualized Transformer Test Reports :</b></li> <li>NEMA ST-20 Sound Level Test Report - Not Required</li> <li>1 IEEE std C57.12.91 Electrical Test Performance Report</li> </ul>
4	1	<b>Lighting Panelboard, ReliaGear RE</b> <ul style="list-style-type: none"> <li>1 Section(s), Nema 1 Enclosure  225 Amps, 2 Wire 125V DC, 50/60 Hz  Minimum Interrupt Rating: 10kA Fully Rated  Incoming Feed: Bottom  Surface Mounted  18 Circuits  UL67 / CSA C22.2 No. 29 Certified  cULus Certified  Height: 31.5 Inches; Width: 20 Inches; Depth: 5.75 Inches</li> <li>1 225 Amps Main Lugs  1-lug/phase 1-cable/lug #6 -350 kcmil</li> <li><b>Main Option Details</b></li> <li>1 Tin Plated Copper Bus 1000A PSI</li> <li>2 Ground-Cu box bonded TGC2</li> <li>1 Ground main lug TGL20</li> <li>1 NEMA 1 Enclosure</li> </ul>



**Feeders**

- 1 Breaker Device 30 Amps 2 Poles TEYF
- 2 Breaker Device 15 Amps 2 Poles TEYF
- 1 Breaker Device 40 Amps 2 Poles TEYF
- 1 Breaker Device 70 Amps 2 Poles TEYF
- 6 Breaker Space Device 20 Amps 1 Poles TEYF
- 1 Breaker Device 50 Amps 2 Poles TEYF

**Modifications**

- 1 Front Hinged To Box
- 1 Metal Directory Card Hldr
- 1 Nameplates
- 1 Interior: AEF1182MBX AXB6
- 1 Box: AB31B
- 1 Front: AF31SDNM

**5 1 Medium Voltage Motor Control Center, Limitamp**

- 2 Section(s), NEMA 1 Vented
- 1200 A, 3 Phase 3 Wire, 4160 V ac, 60 Hz
- 50 kA Short Circuit Available; 50 kA Bus Bracing
- 3300 ft Altitude
- UL/CUL Labeled
- Dimensions and Weight (Estimated)
  - Section 1: Height=90 in; Width=22 in; Depth=30 in; Weight=1300 lb
  - Section 2: Height=90 in; Width=36 in; Depth=30 in; Weight=2000 lb
  - Lineup: Height=90 in; Width=58 in; Depth=30 in; Weight=3300 lb
- Ships in 1 Piece(s)
- Assembled in USA
- 2 NEMA 1 Vented Enclosure(s)
- ANSI 61 Light Gray Paint
- 2 1200 A Tin Plated Copper Main Bus
- 2 5 kV Insulated Main Bus
- 2 Boots on Main Bus Splice Between Sections
- Lineup Options**
- 3 Potential Bus
- 3 ac Control Bus
- 3 Test Power Bus
- 3 #14 gauge Control Wire
- 3 #14 gauge Current Transformer Secondary Wire
- 3 SIS Control Wire Type
- 3 Standard Tube Type Control Wire Markers
- 3 Stripped Wire (Standard) Control Wiring Termination
- 3 Control Terminal Boards, Stationary Type, GE CR151B, 13 point-block, total 39 points.
- 3 Strip Wire (Standard) on Low Voltage Cable Termination
- 3 1000 A Tin Plated Copper Ground Bus
- 3 115/230 V ac 1 Phase 3 Wire Space Heater Bus
- 115 AC Space Heater
- 3 Compartment Space Heaters
- 3 Breaker Heater Protection
- 3 Standard Heater Thermostat
- 3 Single Circuit 115 V ac Motor Space Heater Bus
- 3 Bradv B-619 Matte White Polyester Label Stock Device Nameplate(s)

	<b>Incoming Main Unit</b>
1	<b>Incoming Line Cable Compartment</b>
	22 in wide section
	Incoming Main Power Cable Top and Bottom Entrance
	2-4/0 Power Cable(s) Per Phase
6	Line Lug Style, Crimp, Copper for Copper Cable
	500 kcmil Incoming Ground Cable
2	Line Ground Lug Style, Crimp, Copper for Copper Cable
	<b>Incoming Main Manual Entry Options</b>
2	PT Fuse Block, 2-pole drawout
2	PT Secondary Fuse
4	Spare Fuse PT Primary
3	CB2 MOUNTING BRKT
1	CB2
1	CB
1	CB 10 AMP
2	Transformer, 3 Phase Potential, Stationary - 4200:120V, #328A1200PTIP1
	<b>Two High Starter(s) (Top/Bottom)</b>
	<b>Top Starter Unit</b>
1	<b>Top Unit(s): Full Voltage Non Reversing Type CR194A118 Drawout</b>
	36 in wide section
	900 HP Induction Type Load
	1800 RPM
	119 A Estimated Full Load Current
	714 A Estimated Locked Rotor Current
	1.15 Service Factor
1	50:5 A Ground Fault Current Transformer
3	Donut Type Current Transformers
1	EJ2 Bolted Power Fuses, Set of 3
2	Normal Open Auxiliary Interlock(s)
2	Normal Closed Auxiliary Interlock(s)
1	Indicating Lights, A3 FV LED: Red
1	Indicating Lights, A3 FV LED: Green
1	4 Point With Cover Shorting TB
1	NF Series Control Relay(s), 120 AC, 3 Normally Open, 1 Normally Closed
	Load Power Cable Exits at Bottom
	Power Cable Size Not Known
	Load Lugs by others
	<b>Starter Manual Entry Options</b>
1	Relay, Lockout, American Solenoid, coil voltage TBD, 4-Normally Open and 4 Normally Closed
	Contacts, #A11US0076
1	ABB FT1 Test Switch 10 pole
1	SEL-710-5 Motor Protection Relay
1	Transformer, 3 Phase Potential, Stationary - 4200:120V, #328A1200PTIP1
	<b>Bottom Starter Unit</b>
1	<b>Bottom Unit(s): Full Voltage Non Reversing Type CR194A118 Drawout</b>
	500 HP Induction Type Load
	1800 RPM
	66 A Estimated Full Load Current
	396 A Estimated Locked Rotor Current
	1.15 Service Factor
1	50:5 A Ground Fault Current Transformer
3	Donut Type Current Transformers
1	EJ2 Bolted Power Fuses, Set of 3
2	Normal Open Auxiliary Interlock(s)
2	Normal Closed Auxiliary Interlock(s)

1	Indicating Lights, A3 FV LED: Red
1	Indicating Lights, A3 FV LED: Green
1	4 Point With Cover Shorting TB
1	NF Series Control Relay(s), 120 AC, 3 Normally Open, 1 Normally Closed
	Load Power Cable Exits at Bottom
	Power Cable Size Not Known
	Load Lugs by others
	<b>Bottom Starter Manual Entry Options</b>
1	Relay, Lockout, American Solenoid, coil voltage TBD, 4-Normally Open and 4 Normally Closed
1	Contacts, #A11US0076
1	ABB FT1 Test Switch 10 pole
1	SEL-710-5 Motor Protection Relay

Item	Qty	Description
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6	1	<b>DC Starter Panel</b> <b>EMERGENCY LUBE OIL PUMP</b> 36"(H) X 36"W X 12"(D)- Wall Mount, Carbon Steel NEMA 12 5HP / 125VDC MAIN BREAKER - 100A, 50/60 Hz / 690V 1.17 OHMS, EDGE WOUND RESISTOR 50 OHMS, SMOOTH WOUND RESISTOR 230 OHMS, SMOOTH WOUND RESISTOR POWER CONTACTOR, 3P, 70 A THERMAL OVERLOAD RELAY 30-40 A TIMER RELAY FOR CONTACTORS PILOT LIGHT - RED 125VDC PILOT LIGHT - GREEN 125VDC PUSHBUTTON BLACK SELECTOR SWITCH, 3 POSITION (TEST/OFF/AUTO) MCB, 2P, 125VDC, 2 A MCB, 2P, 125VDC, 1 A POWER DISTRIBUTION BLOCK, 2 POLE TERMINAL BLOCKS, 30 A AUX RELAYS - 2NO+2NC UNDER VOLTAGE RELAY
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### 3. Work Scope:

- a. Provide (1)-one ABB field resource to provide technical advisement during the installation of the equipment in Item 1 of this proposal. Buyer is to provide a supervisor, craft labor, and tools necessary to perform installation.
  - i. Field Services Report in .pdf format with work summary, discrepancies found, and recommended actions is included.
  - ii. Work is to be performed on a maximum on (25)-twenty five, (10)-ten hour ABB non-holiday weekdays in (4)-four mobilizations. If additional time is needed, a change order will be issued.
- b. Provide (1)-one ABB field resource to perform the following commissioning procedures on equipment in item #1 after installation is complete.
  - i. Visual inspection for signs of damage or missing components.
  - ii. Insulation resistance test (Megger) of main bus, phase-to-phase and phase-to-ground.
  - iii. Verify protective devices and starting contactors open and close freely by operating breakers and / or fuse disconnects manually and physically depressing the motor starting contactors.
  - iv. Setting of circuit breaker instantaneous trip level to setting provided by buyer. Note: if no settings are provided by customer, trip level will be set to mid-range.
  - v. Check lugs and bus splices for tightness. Check control wiring for tightness.
  - vi. Operate magnetic device hand to verify that all moving parts operate freely.



- vii. Manually operate branch-circuit disconnects and verify proper operation of disconnects and door interlocks.
  - viii. Where applicable, manually trip circuit breakers to verify that operating handles move freely to the TRIP-indicating position. With the door closed and latched, reset tripped circuit breakers, open, and close breakers to confirm proper operation.
  - ix. Check ground bus connections for proper tightness.
  - x. Starter module will be checked for proper insulation resistance using a megohmmeter.
  - xi. Provide a Field Services Report in .pdf format containing the test data sheets from the equipment check-out and verifying the equipment is ready for service.
  - xii. Work is to be performed on (12)-twelve, (10)-ten hour ABB non-holiday weekdays in (1)-one mobilization. Standby time of five (5), ten (10) hour ABB non-holiday weekdays in (1)-one mobilization for startup
  - c. Red line drawings
    - i. Provide (1)-one ABB field resource to red line buyer provided drawings to reflect installation modifications made after installation of equipment in line item #1.
    - ii. Work is to be performed during straight time hours on ABB non-holiday weekdays.
4. Comments / Exceptions:
- a. See Buyer's Responsibilities below.
  - b. See Assumptions and Clarifications below.
  - c. Approval drawings are required for equipment to be supplied in this proposal.
  - d. Bonds are not included in this proposal. If needed, a change order will be issued for the additional costs.
  - e. Civil work and/or concrete pads are not included in this proposal.
  - f. Cables and conduit are not included in this proposal. It is assumed that existing cables and conduits will be re-used for new MCC termination, otherwise a change order will be issued for buyer approval for extra costs.
  - g. Primary interface, coordination, compliance with regulations, permits and payment of fees are the responsibility of buyer.
  - h. Buyer will provide and maintain storage and material handling facilities as required, and security for equipment, tools, and instruments stored at the job site.
  - i. Buyer is to provide office space and sanitary facilities for ABB Employees as needed.
  - j. Buyer is to dispose of all existing equipment and wastes generated at the work site. JEA will be responsible for environmental conditions and will keep the equipment free of contaminants that would be detrimental to the performance of the equipment.
  - k. Customer shall advise ABB in writing of all applicable site-specific health, safety (training), security and environmental requirements and procedures.
  - l. Emergency services are not included in this proposal.
  - m. Working hours are defined as follows:
    - i. Straight time shall consist of eight (8) hour workdays, Monday through Friday, 8 AM to 5 PM exclusive of ABB holidays.
    - ii. Overtime shall consist of any hours on a daily basis in excess of eight (8) hours worked or Saturdays, excluding Sunday.
    - iii. Double time shall consist of hours worked on Sunday or ABB holidays.
  - n. For any delays, additional mobilizations (due to cancelled or delayed outages, or delays preventing ABB from completing planned work scope), or extra work incurred while the quoted work is being performed as a result of standby time or access to customer-provided equipment, malfunction or deficiencies encountered with equipment, other than that furnished by ABB under this work scope, a change order will be submitted for the costs relating to the additional work scope. Defective parts found while work is being performed will be documented in a follow-up change order proposal to customer which will include replacement parts price and services, as applicable.



- o. All mobilizations are to be mutually agreed upon the buyer and ABB.
- p. Control power transformers are not included in the Limit-amp.
- q. All line and load cable entries are assumed into BOTTOM unless otherwise indicated.
- r. Buyer is to add 1/8" space between sections in lineup for sealer.
- s. Buyer is to include actual motor data with order including FLC, LRC and SF. If data not available, confirm OK for ABB engineering to assume standard data.
- t. Buyer is to confirm/advise actual size and number of cables per phase for sizing all cable lugs. Include sizes for all load, incoming, and ground cables for which lugs are required.
- u. STANDARDS AND CODES: MV Limitamp Motor Control Centers conform to NEMA ICS 3, Part 1 for class E2 Controllers, UL347 and all applicable NEC standards. Limitamp AR MCC's conform to IEEE/ANSI C37.20.7-2007 -Type 2B standards. Exception is taken to all other codes & standards.
- v. Note not all assemblies meet UL347. For details, see BOM for UL label.
- w. STANDARDS AND CODES: ABB designs, manufactures and tests to the above national standards. Exception is taken to all other testing standards. Conformance to any local and state codes, where such codes are different than or have additional requirements to the above national standards, is not guaranteed.
- x. FACTORY PRODUCTION TESTS: Standard test procedures for LV MCCs are described in DET-291 and for Limitamp MV MCCs in GET-6840. ABB's standard factory production tests are always quoted. Special testing that may be required, must be reviewed, accepted and quoted by the factory.
- y. DRAWING PACKAGE: Elevation drawings, unit summaries, nameplate data and schematic drawings only are provided for drawing approval. Record drawings will also include connection drawings. All documentation is transmitted electronically in Adobe .PDF file format.
- z. SPARE PARTS: No Spare parts are included in this proposal.
- aa. The DC panelboard is proposed as a Main Lug Only panel. A Main Circuit Breaker is not an option for this panel.
- bb. All Protective settings shall be provided by others and are not included within this proposal.
- cc. All equipment must be de-energized and properly isolated prior to the start of work.
- dd. Price is contingent upon continuous, unobstructed access to de-energized equipment.
- ee. Customer shall provide temporary power and lighting as required for testing.

5. Schedule:

- a. **Material Lead Time: 56-68 Weeks once released for manufacturing. Approval drawings estimated at 16-18 weeks after purchase order acknowledgement.**
  - i. Subject to change. Final lead time will be provided at time of order.
- b. All service quoted on contingent upon straight time (normal business) hours. If services are required to be performed on an overtime and/or double time schedule, prices quoted are subject to increase.
- c. Any delays or extra work incurred while the quoted work is being performed as a result of malfunctions or deficiencies encountered with equipment, unless caused by ABB will be addressed in the form of a written change order and charged at ABB's currently published rates.

**Price, Terms and Conditions**

ABB will accomplish the above-described work scope for the firm fixed price of **\$527,000.00 USD** which includes the cost of travel, travel time and accommodations utilizing local resources.

Itemizations below are for accounting purposes only and does not imply ABB will accept a purchase order for individual line items.

1. Equipment	\$387,554.00
1B. Technical Advisement	\$82,115.00





Total for Equipment and Technical Advisement	\$469,669.00
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Commissioning/Stand-By Time & Redlines	\$57,331.00
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- Invoice to be issued as follows:
  - 20% Upon receipt of an acceptable purchase order.
  - 15% Upon release for manufacturing.
  - 50% Upon shipment of equipment to work-site.
  - 15% Upon substantial completion of the onsite work scope.
- Payment Terms: Net 30 days from the date of invoice.
- Pricing does not include any applicable taxes, permits and licensing fees.

The sale of any service and products, and the integration thereof, ordered by the Buyer is expressly conditioned upon the terms and conditions contained in this quotation and “ABB Inc. General Terms and Conditions of Sale (2022-01 U.S.)” as attached hereto. Any additional or different terms and conditions proposed by the Buyer at any time are expressly objected to and will not be binding upon ABB unless specifically agreed to in writing by ABB’s authorized representative. Any order for, or any statement of intent to purchase hereunder, or any direction to perform work and ABB’s performance of work shall constitute assent to the terms and conditions. Oral agreements and/or commitments to perform services are not enforceable.

If this contract is for the direct or indirect sale to any entity of and/or funded in whole or part of the U.S. government, then Buyer agrees that all products and services provided by Seller meet the definition of “commercial-off-the-shelf” (“COTS”) or “commercial item” as those terms are defined in Federal Acquisition Regulation (“FAR”) 2.101. To the extent the Buy American Act, Trade Agreements Act, or other domestic preference requirements are applicable to this contract, the country of origin of products is unknown unless otherwise specifically stated by Seller in this contract. If Buyer is procuring the products or services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. Government, then Buyer agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the contract price.

#### **Additional Services**

Should the Buyer desire to have ABB perform additional services beyond the scope of services described in this proposal, a change order request will be submitted for the additional associated costs. No additional services shall proceed without written authorization from the Buyer. Additional services will be performed per our published rates for Service, applicable at the time that work is performed, including work that extends through the weekend / holiday. The current rates for Service can be found in Attachment “Electrification USA Service Rates, January 1, 2023”.

#### **Consideration on 2019-nCoV (Coronavirus Outbreak)**

If after submission of ABB’s bid or during the term of the agreement there are any measures taken by authorities, by ABB or others in connection with the current coronavirus (2019-nCoV) outbreak which affect the performance of the agreement, the parties agree that ABB will be entitled to cost compensation, time extension, or other reasonably required contract adjustments if any consequences in any way related to the coronavirus outbreak lead to delays in delivery of goods or provision of services or otherwise affect ABB’s contractual obligations or duties.

#### **Consideration for Material Supply**

The Parties are aware of the shortage of raw materials, electronic components worldwide which is likely to last for the foreseeable future, as well as of market fluctuations in the availability and cost of other raw materials,

commodities, other critical components, and transportation capacities. Notwithstanding anything to the contrary in the contract/terms and conditions/purchase order, if after the date of ABB's proposal / offer or during the term of the performance of the contract/purchase order there are any changes to availability and / or market conditions for electronic components, raw materials, commodities and transportation capabilities directly or indirectly affecting ABB's performance, ABB shall be entitled to relief in the schedule of the performance or delivery of the directly or indirectly affected scope of work under the contract/purchase order. In such circumstances, the Parties shall meet without delay and discuss in good faith to find a mutually agreeable solution, with equitable adjustment to the contract/purchase order date of delivery or completion. Customer hereby acknowledges and agrees that in said circumstances ABB may not be able to comply with the originally agreed delivery or completion schedule and that ABB shall not be liable for any liquidated or actual damages in connection thereto.

### **Consideration for Transportation**

The offer is based on Incoterms as stated. Due to current fluctuations in transportation cost, the transportation cost may be given as a separate line item and is to be considered a non-binding estimate based on current market prices. At the time of delivery, ABB will use reasonable efforts to get optimum transport arrangements and the actual cost will be invoiced by ABB to the Purchaser. In no case will ABB be liable for any increase in transportation cost at the time of delivery.

### **Buyer's Responsibilities**

The Buyer's responsibilities shall include, but are not limited to, the following:

- Issue switching orders, schedule outages, and de-energize the electrical apparatus, including Lock-Out Tag-Out (LOTO) of all systems associated with ABB's work scope involved in the project. LOTO procedures shall meet or exceed Contractor or ABB's requirements, whichever are more stringent.
- Prior to the start of the on-site work, Buyer shall familiarize ABB personnel with their safety practices, regulations in effect at jobsite, and any chemical and physical hazards, including process safety issues associated with the work environment. ABB shall be under no obligation to commence work unless safety practices are acceptable to ABB. As a safety precaution, prior to the commencement of work, access to a nearby telephone with the ability to call outside the facility will be provided by Buyer, as well as telephone numbers for local emergency services.
- Buyer will dispose of all wastes generated at the work site. Buyer will be responsible for environmental conditions and will keep the equipment free of contaminants that would be detrimental to the performance of the equipment.
- Buyer shall be responsible for the removal and replacement of any obstructions that may interfere with access to or removal of the existing equipment
- Buyer will provide an experienced electrician or electrical supervisor familiar with the power distribution system and trained in electrical safety and emergency response procedures including CPR, AED, and first aid for purposes of:
  - Directing ABB personnel in identifying and isolating the proper electrical equipment.
  - Shutting down electrical equipment in an emergency and providing emergency response during high-risk operations including electrical work when a single ABB representative is dispatched. This person must be visually present during all electrical work and high-risk operations. If not present, then ABB will stop work and notify the Buyer.
  - Complying with OSHA 1910.269(l)(1) and 1910.269(b)
- Buyer will provide all "special" maintenance tools including closing handles, test couplers, closing jacks, lifting devices, breaker cars/lift trucks, etc., furnished or defined by the original equipment manufacturer(s).
- Buyer shall provide one (1) copy of existing system schematics, drawings and other information regarding the equipment/site that is needed and be responsible for the accuracy of same and verbal information concerning existing conditions and wiring.



- All communication between, including meetings, all documents, notes on drawings, and submissions required under contract, shall be in the English language. Any language translation, of required, will be the responsibility of the Buyer.
- Buyer must supply minimum power supply of 120V, 1-Phase, power source, if necessary.
- Buyer will provide/operate/maintain services for drinking water, sanitary facilities, parking, trash containers, and lighting.
- Buyer to provide craft labor with tools and equipment to assist field engineer working on site, if necessary.
- Buyer to supply, operate, and maintain all standard services to the site facility, such as electric power, lighting, water, air, etc., if required. Backup for these systems is not included in this proposal. These services are to be made available to ABB, including a suitable source of 60Hz 120/240 volts AC, unless otherwise provided herein.
- Buyer to provide, and be responsible for, applicable codes, standard, laws, regulatory requirements, etc. required for the development of functional specification and system design and operation.
- Buyer shall be responsible for the review of the installation to assure compliance with applicable codes. It is the intention of ABB to comply with the applicable codes, standards, laws, regulatory requirements, etc.; however, by law it is the responsibility of the Buyer for compliance of the total installation. ABB would be pleased to quote any additional features or equipment that the Buyer deems necessary to meet these requirements.

#### **Assumptions and Clarifications**

- Any items or services not specifically outlined herein are not included.
- ABB assumes and is relying on the fact that any information furnished by Buyer is accurate and complete. To the extent that ABB obtains actual knowledge of any conditions with the equipment and/or the conditions at site are in addition to and/or different from those indicated in the Buyer's furnished documentation / information and/or there is a previously unknown physical condition that is found with the equipment and/or at the site, ABB shall notify the Buyer. If such condition(s) exist and this causes an increase in ABB's cost of and/or the time required for the performance of any part of the work under a contract, an equitable adjustment may be made, including without limitation, to the price and/or schedule.
- With the exception of delays beyond the control of ABB, no additional work scope shall proceed without the written authorization of the Buyer.
- Should any unforeseen work delays beyond the control of ABB occur, including those as a result of malfunctions or deficiencies encountered with the equipment (unless caused by ABB) or should the Buyer desire to have ABB perform work beyond the scope of work described in this proposal, that work will be billed at the published rates in effect at the time of performance of that the work scope and will apply to all ABB project management, field engineers, field engineering service technicians and/or craftsmen.
- ABB expressly objects to any requirements, methods or conditions contained in any Buyer request that are not specifically addressed in this document, and such requirements, methods, and conditions, if any, are outside the scope of this proposal.
- Schedule: Unless otherwise stated in the scope, all work will be performed on a straight time basis. All work is to be performed on a mutually agreeable schedule. The foregoing work as described under work scope shall be performed during normal working hours Monday through Friday, Holidays excepted. If work is performed on an overtime basis, the premium for the time spent and other applicable cost will be billed in addition to the price quoted and will be billed at our published rates in effect at the time work is performed. Time and expense of ABB employees' travel from their headquarters to work site and return, shall be considered as time worked. ABB typically requires a minimum four (4) weeks advance notice to ensure availability of resources.
- The services shall be considered "Substantially Complete" when the services to be performed by ABB or the designated portion thereof, are sufficiently complete in accordance with the contract documents, so that the Buyer can occupy or use the services or portion thereof for its/their intended use. For products



only order, “substantially complete” shall mean the date of shipment of the products. A “Punchlist” is to be developed upon “Substantial Completion,” and ABB’s standard warranty shall provide coverage (when applicable) for issues that occur after “Substantial Completion. “Final Project Completion” shall be reached when all contractual responsibilities have been met and the final bill issued.

## ABB INC.

By:	Jacky Miles		
Title:	Sales Manager		
Email:	Jacky.miles@us.abb.com		
Phone:	704-605-1094	Fax:	N/A

## BUYER:

Company:			
By:	(Signature)		
Title:			
Email:		Date:	

This proposal and specification are submitted in confidence solely for use in consideration of the merits of the offering and for no other direct or indirect use by Buyer and its contents are proprietary to ABB. In taking receipt of this document, Buyer agrees not to reveal its contents except to those in its own organization who must evaluate it, to use this document and the information that it contains exclusively for the above-stated purpose and to avoid disclosure of the information to competitor of ABB.



## Electrification U.S.A. Service Rates



Jan 1, 2024

ABB's field service engineers and consulting experts are on call to provide a wide range of service and repairs on both ABB and non-ABB equipment and engineered systems in Industrial and Balance-Of-Plant Power Plant Systems.

### 8-Hour Daily Rates

Classification	Weekday	Saturday	Sunday Holiday
Field & Service Center			
Class I - Specialized Field Engineer/Specialized Field Technician	\$3,124	\$4,548	\$5,972
<b>Class II - Field Engineer/Service Center Specialist</b>	<b>\$2,564</b>	<b>\$3,708</b>	<b>\$4,852</b>
Class III - Service Technician	\$2,004	\$2,868	\$3,732
Phone Support			\$1,725/case
Emergency Standby Retainer			\$6,500/month

### Tooling Rates

IR Camera	\$120/day, \$480/week
Vibration Test Set	\$175/day, \$700/week
Online Motor Test Set	\$350/day, \$1,400/week
Offline Motor Test Set	\$350/day, \$1,400/week
Primary Current Injection Set	\$500/day, \$2,000/week
Relay Test Set	\$600/day, \$2,400/week
Power Factor Test Set	\$600/day, \$2,400/week

### Class I - Specialized Field Engineer

These services include installation, commissioning, repair, service, maintenance, and upgrade work associated with:

- Medium voltage motors, & generators
- Paralleling Switchgear
- Synchronous motors & generators, including excitation
- Legacy control systems including: Series 5 & Series 6
- Specialty power system studies, including: Harmonic, Transient Switching & Grounding
- Shipboard and offshore work, with a minimum 14-hour / day billing. Platform work requires a pay differential.
- Gas Insulated Substation (GIS)

### Class II - Field Engineer & Service Center Specialist

Service is technical advice and counsel from field personnel based on sound engineering, manufacturing, installation, and operation practices as applicable to the equipment. Such services may include analysis, adjustment, programming, and other similar services. They do not include supervision or management of purchaser's employees, agents or other contractors and design effort.

### Class III - Service Technician

Craftsmen experienced in the inspection, test, installation, service, and repair of one or more of the following equipment types:

- Transformer (Mechanical, Electrical, Fluid)
- Motors, Electrical & Controls Equipment
- Switchgear
- Mechanical
- Hydro (Electrical, Mechanical & Controls)

### Typical Installations, Services, Repairs, and Products

- Transformer (Including Mechanical, Electrical, Fluid)
- Power Delivery Equipment
- Motors, Electrical and Controls Equipment
- Distributed Control Systems and Programmable Logic Controls
- Instrumentation Related to Process Control and Automation Systems
- Marine Electrical Systems
- Power System Studies

### Rate Terms

1. Work greater than 8 hours per day is billed per hour:	Overtime	Double Time
Class I - Specialized Field Engineer	\$534.00	\$712.00
Class II - Field Engineer/Service Center Specialist	\$429.00	\$572.00
Class III - Service Technician	\$324.00	\$432.00

For less than 24-hour response, a 1.40 multiplier is used for all rates.

Overtime applies to billable weekday hours 9-12 or outside of 7:00am to 6:00pm. Double Time applies to billable weekday hours greater than 12, Saturday hours greater than 8, Sundays and holidays.

- Preparation, travel, and report writing time will be charged at the applicable rate (i.e., daily rates, overtime and double time) on a round trip basis with point of departure based on the location of the ABB Representative's office/service center.
- Additional travel and living expenses include:
 

Overnight stay	\$235 per day
Air Travel / Rental Car charges	Cost + 20%
- Notes:** Additional T&L charges may apply for high cost of living areas.
- Travel and living expenses outside the continental U.S.A., will be billed at a cost plus 20% minimum, or consult with your local ABB representative for a local per diem rate.
- Materials, subcontract labor and equipment if required will be provided at cost + 35%.
- All equipment is F.O.B. shipping point, seller's dock, with freight prepaid and charged 3% of material price (a minimum per shipment charge of \$100.00 shall apply). Seller reserves the right to select the method of transportation provided for all products unless specified by the client not less than 72 hours prior to shipment. Any premium transportation or required special handling is in addition and shall be for the account of the Buyer.
- Consult with local ABB office to determine applicable charges for other special tooling and/or test equipment or any taxes, fees or VAT that may be in addition to the above rates. Minimum daily billing of 8 hours for all services provided including standby time. A minimum order of \$500.00 shall apply for a parts/material only order.
- All rates are for hours worked, traveled, or on standby and are based on ABB's standard terms and conditions of sale. Price and data subject to change without notice. This quotation is not valid for PCB services, off shore or confined locations.
- Phone Support is a service provided on the phone by a Field Engineer for limited hardware and software troubleshooting services.
- Employee screening costs as required by the customer will be provided as follows:
 

Custom drug screen or background check	\$150
TWIC Card	\$300
BOSIET + HUET	\$2,500

All travel time to complete the screenings will be billed at the applicable hourly rate as set forth in 1 above plus expenses. All other specialty training will be billed at cost + 20%.

- All time to complete site specific training will be billed at the applicable hourly rate as set forth in 1 above plus expenses.
- A Critical Power Emergency Standby Retainer provides access to a qualified ABB Field Engineer at the customer site on the same day the need is identified by the customer. All time to support the emergency service, including travel to and from the customer site, will be billed at the applicable hourly rate as set forth in 1 above, however the 1.40 multiplier applied to work with less than 24hrs notice is waived.
- The Standard and Applicable rates shown on this sheet assume that services are being performed at a location that is not subject to a Location Premium which is an additional charge/rate that may be assessed for remote, inconvenient, confined or offshore work sites. Please contact ABB to see if a Location Premium applied to your location.

For more information contact your local ABB office or call our 24x7 customer service center at

**1-888-434-7378 or 540-387-8617** for legacy GE products

**1-800-HELP-365 (1-800-435-7365)** for legacy ABB products



## ***Certification of Single Source or Emergency Procurement***

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

### **3-112 Single Source**

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

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

### **3-113 Emergency Procurements**

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

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

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

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

##### **Vendor Name:**

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##### **Description of Services or Supplies provided by Vendor:**

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**Certification:**

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

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

\_\_\_\_\_ **Single Source Procurement.** Please state which subsection of Section 3-112 above applies to this Single Source Procurement:

Is this Single Source also a Ratification?      Yes      No    If yes, explain

OR

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

Is this Emergency also a Ratification?      Yes      No    If yes, explain

*Raynetta Curry Marshall*  
**Signature of JEA Business Unit Chief (or designee)**  
Raynetta Curry Marshall  
**Name of JEA Business Unit Chief (or designee)**

07/30/2024

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



Dean Llewellyn / Project Manager  
JEA  
21 West Church Street  
Jacksonville, FL 32202

**Your Reference**  
Twin Creeks RW Storage  
Tank and Booster Pump  
Station

**Our Reference**  
MM Project No.  
502398244

Mott MacDonald  
4600 Touchton Road  
Building 200, Suite 250  
Jacksonville  
FL 32246  
United States of America

T +1 (904) 203 1090  
mottmac.com

## **Professional Engineering Services - Amendment No. 4 Scope and Fee**

June 28, 2024

Dear Mr. Llewellyn:

Mott MacDonald is pleased to submit an amendment proposal to provide assistance to the JEA for additional services necessary to assist the JEA in getting referenced Twin Creeks RW Storage Tank and Booster Pump Station project construction completed. As you know, the general contractor for the project was unable to complete the project and assistance was needed to assist the JEA with obtaining the certificate of completion and bringing the system on line. Back in December 2023, Mott MacDonald provided you with an estimate of the effort.

This amendment is for the efforts necessary to obtain the final certificate of completion which included multiple field inspections, additional start-up inspections and assessments followed by identification of all critical tasks necessary to bring the station on line.

In addition, the prime contractor abandoned the project prior to providing "as-built" surveys of the site/civil, stormwater, water, and sewer facilities. Mott MacDonald retained the services of SGC in order to obtain the needed "as-built" survey information in an expedited manner.

Attached you will find a breakdown of the additional fees for professional engineering services along with a copy of SGC's scope of services for the survey. The total additional lump sum fee is \$62,218.00 resulting in a new total contract value of \$1,173,779.00.

Mott MacDonald looks forward to continuing to work with JEA on this very important project. Should you have any questions or need additional information, please contact me at 850-596-6369.

Sincerely,

Mott MacDonald



Billy R. Perry  
Senior Vice President  
billy.perry@mottmac.net

BRP/bs

encls.

file

**Award #12 Supporting Documents 08/08/24** Twin Creeks RW Storage Tank and Booster Pump Station Improvements  
**Amendment 4 - Fee Breakdown by Task and Personnel**

Task List			2024						Total Hours		Total Cost
			JAN	FEB	MAR	APR	MAY	JUNE			
Amendment No. 4											
Task Description											
Construction Contract Close-out Assistance due to Contractor Default											
Staff	Name	Rate	JAN	FEB	MAR	APR	MAY	JUNE			
Project Manager Principal	Bill Perry	\$ 192.00	10	12	12	8	10	12	64	\$ 12,288.00	
Principal Engineer EOR's	Andrew Gibbs	\$ 170.00	8	6	10	10	2	4	40	\$ 6,800.00	
	Steve White others										
Engineer II/III's	Thomas Price	\$ 110.00	25	38	28	34	40	50	215	\$ 23,650.00	
	Danielle Jacobs Allison Schaefer Samantha Hanke, others										
Production Drawing Manager	Billy Lee	\$ 145.00	4	3	4	5	4	4	24	\$ 3,480.00	
PROJECT TOTAL											
Total Hours by Month			47	59	54	57	56	70	343		
Total Billable Hour Cost(excluding expenses)			\$ 6,610.00	\$ 7,939.00	\$ 7,664.00	\$ 7,701.00	\$ 7,240.00	\$ 9,064.00		\$ 46,218.00	





June 5, 2024

Bill Perry  
Deputy Practice Leader  
Mott MacDonald  
[billy.perry@mottmac.com](mailto:billy.perry@mottmac.com)

**RE:** Twin Creeks Reclaimed Water Survey As-Builts

Dear Mr. Perry,

SGC Surveying, LLC (SGC) is pleased to submit this proposal to Mott MacDonald, (Client) for professional surveying services in support of Client's Twin Creeks Reclaimed Water As-Built Survey (Project). This proposal is based on our knowledge and experience with similar projects. SGC has prepared this proposal based upon the following understanding, assumptions, and clarifications.

- This proposal has been prepared based on a Request for Proposal email received from Client on June 5, 2024 (RFP).
- All products developed will follow existing drawing standards set forth by the Client and the State of Florida Standards of Practice for surveying currently in effect.
- The project site is described in the aforementioned email. Said scope to include completing an as-built survey of the newly constructed drainage structures and inverts, buildings, concrete foundations, and roadway improvements.
- SGC understands above ground piping foundation will be sufficient for asbuilts and above and below ground piping will not be a part of this asbuilt survey.

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SGC Engineering, LLC

8180 Pensacola Blvd Suite 214  
Pensacola, FL 32514  
800.581.4031

[www.sgcsurvey.com](http://www.sgcsurvey.com)

Following is a detailed Scope of Services, Additional Services, Schedule of Services, Fees for Services, Payment Terms and Contract Conditions. Please be advised this proposal is valid for thirty (30) days.

## 1.0 SCOPE OF SERVICES

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### 1.1. As-Built Survey

- 1.1.1. SGC will perform an as-built survey for the area described above. SGC assumes a total four (4) mobilizations will be needed to complete this task.
- 1.1.2. SGC will be establishing control using GPS Static methods, or existing site control provided by client if available. Project and control will be in State Plane Coordinates Florida North NAD83 horizontal datum and NAVD88 vertical datum.
- 1.1.3. SGC will provide deliverables in the form of a 24" x 36" pdf and AutoCAD drawing showing as-built survey results and TIN surface can also be provided upon request.

## 2.0 ADDITIONAL SERVICES

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SGC Engineering, LLC would be pleased to provide the services described below which are excluded from this agreement, for mutually agreed upon additional compensation.

- 2.1. In situations where survey crews are required to stand down because of inclement weather, construction delays, or other reasons, a maximum of eight hours per day will be charged. SGC has estimated this project based on the schedule provided and each day within the schedule being a workday. As such, if inclement weather hampers the ability to meet schedule, additional costs may be incurred to regain schedule.
- 2.2. Additional efforts outside the scope of work outlined.



### 3.0 SCHEDULE OF SERVICES

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SGC acknowledges Client's interest in completing the scope of work discussed herein in a timely manner. SGC will work with the Client to develop a mutually acceptable. SGC also assumes CLIENT will provide SGC with all applicable requested CAD files prior to work beginning.

### 4.0 FEES OF SERVICES

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SGC shall perform these services on a Lump sum basis for the amount of \$16,000.00.

### 5.0 PAYMENT

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Invoices for services will be submitted monthly or upon completion of the survey, whichever is less. By the signing of this proposal, it is agreed and understood that payment will be made upon receipt of the invoice. The owner/client agrees to limit the liability of SGC, to the owner/client and to all construction contractors and subcontractors on the project arising from SGC's negligent acts, errors or omissions such that the total aggregate liability of SGC will not exceed the contract amount. It is further understood that any balances on this account remaining unpaid for a period of 30 days will incur a service charge of 1-1/2% per month (expressed as an annual percentage rate, the charge is 18%). It is further agreed that if said account is turned over for collection, reasonable attorney's fees and costs of collection shall be added to the unpaid balances, whether or not legal action is instituted.

SGC reserves the right to stop work on the project if invoices are not paid within 30 days of the date of the invoice. The parties to this contract specifically agree that SGC has no obligation to release drawings or other documents until the final bill for services has been paid.



## 6.0 GENERAL CONTRACT CONDITIONS

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Work will be performed under the direct supervision of a Professional Surveyor & Mapper licensed in the State of Florida.

By signing this letter, you indicate your acceptance of the terms and conditions contained herein and you give us authorization to proceed with the scope of work indicated.

Thank you for this opportunity to be of service to you.

Very truly yours,  
SGC Surveying, LLC

Accepted and authorized to proceed:

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John Boland, PSM

Authorized Signature

Date:



**SGC ENGINEERING, LLC**  
**GENERAL CONTRACT CONDITIONS**

**A. Liability**

The Consultant's liability for any claim for damages, breach of contract, professional acts, errors or omissions, shall not exceed the Consultant's total fee for services rendered pursuant to this contract.

**B. Disputes**

All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Contract, including but not limited to breach thereof, with the exception of non-payment for services performed, shall be referred to mediation under the then current Construction Industry Mediation Rules of the American Arbitration Association prior to any recourse to arbitration or judicial forum.

The Client and the Consultant agree to include the foregoing provision in any and all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants to likewise include said provision in any and all agreements with subcontractors, sub consultants, suppliers, or fabricators so retained.

In the event the client makes a claim or brings action against the Consultant for any act arising out of the performance of this contract, and fails to win a judgment for such claim or action, either through arbitration or a court of law, then the client shall pay all legal and other reasonable costs incurred by the consultant in defense of such claim or action.

**C. Ownership of Documents**

All documents including original drawings, reports and copies thereof, produced as a result of this Contract, are instruments of service and shall remain the property of the Consultants.

The Client agrees that all such instruments of service furnished to the Client or its agents, that are not paid for, shall be returned to the Consultant upon demand and shall not be used by Client for any purpose whatever.

The Client may be furnished copies of said instruments of service and may make and retain copies for information and reference. However, such documents are not intended or represented to be suitable for reuse by Client or others. Any reuse is specifically prohibited without written consent of the Consultant.

**D. Standard of Care**

The Consultant will provide the services under the Contract in a manner consistent with the level of care and skill that is ordinarily exercised by members of the various professions involved and currently practicing under similar conditions. No other warranty, either express or implied is made with this agreement.

The Client recognizes that certain services may require decisions which are not based purely on science but rather on judgment and are based on the available information, taking into consideration the intended purpose of the work, environmental impacts, and the economics of the situation. The Consultant will be responsible for data, interpretations, and recommendations issued but shall not be responsible for the interpretation by others of the information developed.

**E. Safety**

The Consultant is responsible solely for its own and its employees' activities on any job site. The Client and its other consultants and contractors are solely responsible for maintaining a safe job site. Neither the professional activities of the consultant nor the presence of the consultant or its employees and sub consultants, on the job site shall be construed to imply that the Consultant has any responsibility for safety in or about the job site. The Consultant, its employees and sub consultants shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with any work performed by others on a job site, since these are solely the responsibility of the Client and its contractor.

**F. Assigns**

The Client and the Consultants each binds itself and its successors, assigns, and legal representatives to each part to the Contract; provided nevertheless that neither the Client nor the Consultant shall assign, sublet or transfer any rights under or interest (including, but without limitation, moneys that may become or are due) in the contract without the written consent of the other party. Nothing contained in this paragraph shall prevent the Consultant from engaging such independent consultants, associates or subcontractors as it may deem appropriate to assist it with the performance of services hereunder.

**G. Termination**

This agreement may be terminated by either party upon seven (7) days written notice by mutual agreement, or in the event of a material failure by the other party to perform in accordance with the terms hereof. In the event of termination the Consultant shall be paid for all services performed and expenses incurred to the date of termination plus any expenses directly attributable to termination.

All invoices shall be paid within 30 days of the invoice date. If payment is not made within 5 business days after the due date the Consultant may terminate its services by written notice to Client under any and all purchase orders and agreements with Client.

**H. Amendments**

The Contract may be amended from time to time for the purpose of detailing additional work or changing scope including any special services required for the project. Each amendment should include a scope and estimated fee and shall be signed by representatives of both parties and may be done only in writing.

**I. Extent of Agreement**

This agreement including any attachments, exhibits and amendments, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements either written or verbal.

**J. Governing Law**

This agreement shall be governed by the laws of the State of Maine.

**K. Validity**

If any part of this agreement is found to be unenforceable all remaining provisions shall continue to be binding and valid and those unenforceable sections shall be interpreted to best reflect the intention of the parties.

**I. Payment**

Invoices for our services will be submitted monthly. It is agreed and understood that payment of invoices will be made on receipt. It is understood that you will limit the liability of SGC Engineering, LLC to you and to all contractors and consultants on the project arising from SGC Engineering, LLC's negligent acts, errors or omissions such that the total aggregate liability of SGC Engineering, LLC will not exceed the contract amount. It is further understood that any balances on this account remaining unpaid for a period of 30 days will incur a service charge of 1 ½ % per month (expressed as an annual percentage rate, the charge is 18%). It is further agreed that if said account is turned over for collection, reasonable attorney's fees and costs of collection shall be added to the unpaid balances, whether or not legal action is instituted.

SGC Engineering, LLC reserves the right to stop work on the project if invoices are not paid within 30 days of the date of the invoice. The parties to this contract specifically agree that SGC Engineering, LLC has no obligation to release drawings or other documents until the final bill for services has been paid.



