5

SUBJECT: PIGGYBACK JEA CONTRACT JEA10974 GENERAL ENGINEERING SERVICES

BID #: PSC-0116-23 **OPEN DATE: N/A**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT – OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2026 WITH NO RENEWAL OPTION

AGENCY: PUBLIC WORKS

BASIS OF AWARD: PIGGYBACK CONTRACT

NUMBER OF BIDS INVITED: N/A **NUMBER RECEIVED: N/A** **OTHER: N/A**

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to piggyback, JEA Contract #JEA10974 for General Engineering Services for Water Wastewater and Reclaimed Water Projects. The contract will be used for Engineering Services for Hogan's Creek Utility Relocation Evaluation. Total not-to-exceed in the amount is $119,520.00.

Funding for this award to be encumbered by account 44102.153004.565031.008252.00000000.00000.0000000. To be executed by individual purchase orders.

ATTACHMENTS: Recommendation Memo, Solicitation, JEA Award, JEA Audit Report, Vendor Letter

ANALYST: _____
JACLYN STAMOS

RESPECTFULLY SUBMITTED: _____
DUSTIN FREEMAN, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Robin Smith, P.E., Engineering and Construction Management Division

---

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

City of Jacksonville, Florida

Donna Deegan, Mayor

Department of Public Works
Engineering & Construction Management Division
214 N. Hogan Street, 10th Floor
Jacksonville, FL 32202
(904) 255-8762
www.coj.net

ONE CITY ONE JACKSONVILLE.

July 7, 2023

TO: Dustin Freeman, Chairperson
Professional Services Evaluation Committee

THRU Steven D. Long, Jr., P. E.
Director of Public Works

FROM: Robin Smith, P. E., Chief
Engineering and Construction Management Division

SUBJECT: Piggyback JEA Contract # JEA10974 for 1410434646-General Engineering Services for Water Wastewater and Reclaimed Water Projects with Black & Veatch Corporation for Hogan's Creek Restoration Utility Relocation Evaluation

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The Engineering and Construction Management Division requests approval to piggyback JEA Contract JEA10974, executed June 1, 2022, with Black & Veatch Corporation to provide Engineering Services for Hogans' Creek Restoration Utility Relocation Evaluation. Contract JEA10974 was competitively procured by JEA under solicitation # 1410434646 for General Engineering Services for Water Wastewater and Reclaimed Water Projects. The attached Scope and Fee in the amount of $119,520.00 for Engineering Services for Hogans' Creek Restoration Utility Relocation Evaluation project is within the scope and rates authorized under contract # JEA10974 and with an expiration of project completion.

Your favorable consideration of this request is appreciated.

Funding for this project is as follows:

ACCOUNTS:	
44102.153004.565031.008252.00000000.00000.0000000	$119,520.00
TOTAL	$119,520.00

SDL/lw

Attachments: Contract # JEA10974
Bid Tab
Scope and Fee Hogans Creek

cc: Lori West, Engineering and Construction Management
Jonathan Page, P.E., Engineering and Construction Management

Bid Tab

JEA

1410434646 (RFP) General Engineering Services for Water Wastewater and Reclaimed Water Projects	Submitted Responses
AECOM TECHNICAL SERVICES, INC	Received
ARDURRA GROUP, INC.	Received
Atkins North America, Inc.	Received
BLACK & VEATCH CORPORATION	Received
CAROLLO ENGINEERS, INC.	Received
CDM SMITH INC	Received
CHEN MOORE AND ASSOCIATES	Received
CPH INC	Received

Bid Tab

1410434646 (RFP) General Engineering Services for Water Wastewater and Reclaimed Water Projects	Submitted Responses
CRAWFORD, MURPHY AND TILLY, INC.	Received
FREESE AND NICHOLS	Received
GAI CONSULTANTS, INC.	Received
GANNETT FLEMING INC	Received
HALFF ASSOCIATES, INC	Received
HAZEN AND SAWYER	Received
KIMLEY-HORN AND ASSOCIATES	Received
MCKIM & CREED, INC.	Received

Bid Tab

1410434646 (RFP) General Engineering Services for Water Wastewater and Reclaimed Water Projects	Submitted Responses
MITTAUER & ASSOCIATES, INC.	Received
MOTT MACDONALD FLORIDA, LLC	**Received**
WRIGHT-PIERCE INC	Received

Solicitation

For Participation in

General Engineering Services for Water Wastewater and Reclaimed Water Projects

for

Jacksonville, FL

Solicitation Number

1410434646

Mandatory Pre-Response Meeting via WebEx or Teleconference on October 13, 2021, at 08:30 AM

Meeting URL: https://jeameeting.webex.com/

Meeting Number (Access Code): 2314 703 0045

Meeting Password: ENG-Meeting

Meeting Dial-In: 1-415-655-0001

Email Dan Kruck (krucdr@jea.com) 24 hours before the Pre-Response Meeting so that your attendance can be confirmed.

Responses are due on November 09, 2021 by 12:00 PM EST

Responses shall be electronically submitted per instructions in this solicitation

JEA will publicly open all Responses received from qualified Respondents on the Response Due Date, via WebEx. A meeting link will be provided within 48 hours of Response opening on jea.com

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Solicitation

1. REQUEST FOR PROPOSALS

1.1. INVITATION

1.1.1. SCOPE OF WORK

JEA is soliciting qualifications for professional design and engineering services for water, sewer and reclaimed water projects at JEA plants and pump stations. JEA intends to award up to ten (10) contracts to the ten (10) most highly qualified firms that meet the minimum qualifications to submit a Response and with which JEA is able to successfully negotiate a contract. JEA anticipates needing up to ten (10) contracts to meet its future demand for this type of work that JEA may not have the manpower or expertise to handle internally. The work is generally described as performing engineering and design services as requested from time to time by JEA for water, sewer and reclaimed water projects for which the estimated engineering fees and construction costs are within the threshold set forth in Florida Statutes Section 287.055, known as the Consultants' Competitive Negotiation Act (CCNA), as amended.

The scope for specific projects may include, but are not limited to:

- Surveys
- Geotechnical investigations
- Design services for wells, water plants, wastewater plants, reclaimed water facilities, wastewater pumping stations, district energy systems (DES); including new facilities, plant modifications, rehabilitations, replacement, upgrades, etc.
- Detailed design and engineering reports for water, wastewater, reclaimed water, and DES facilities including ancillaries. Reports will contain associated engineering calculations, graphs, etc.
- Emergency design work
- Basis of design reports, process flow diagrams, P&IDs
- Design drawings
- Specifications
- Bid document preparation and bid assistance
- All permitting activities and applications for construction
- Process (Biowin) modeling, hydraulic modeling, stack emissions modeling and mixing zone modeling
- Site work and landscaping design and engineering
- Stormwater design and engineering
- Architectural design
- Electrical power, control, instrumentation, SCADA, HMI, and software design and engineering
- Marine construction design and engineering
- Engineering studies including alternatives analyses, cost estimating, future growth, plant analyses, wetlands studies, outfall studies, operations and maintenance efficiency, optimization and troubleshooting, plant assessments, enterprise asset management assistance, project definitions, plant evaluations, evaluation of new technologies, pilot plant design, installation and operation, well design, operation and optimization, and other plant related studies
- Services during construction including scheduling, shop drawing review and construction inspection, and as-builts preparation.
- Sampling and laboratory analyses for parameters corresponding to the appurtenant facility
- Compliance with the JEA project delivery management system including design stage drawings, specifications, cost estimates and calculations.

Not every project will include all aspects listed. A separate scope description will be issued individually for each project. Up to ten (10) Contracts Awarded will be for three (3) years with two (2) optional one (1) year renewals.

1.1.2. INVITATION - REQUEST FOR PROPOSAL

You are invited to submit a Response in response to the Request for Proposals noted below:

Request for Proposals (RFP) Title: General Engineering Services for Water Wastewater and Reclaimed Water Projects
JEA RFP Number: 1410434646
Response Due Date: November 09, 2021
Response Due Time: 12:00 PM (noon)

To obtain more information about this Solicitation:
Download a copy of the Solicitation, drawings (if applicable) and any required forms at jea.com, search key word "Zycus" to connect to the online sourcing platform. Or click the following link:
https://www.jea.com/about/procurement/zycus_portal/

Closing Date and Time & Response Due Date: Per Zycus Close Date See Solicitation # on Zycus cloud-based sourcing platform for more details.

All Response documentation must reference the RFP Title and Number noted above. All Responses must be made on the appropriate forms as specified within the RFP and uploaded to a JEA's sourcing platform. Instructions for using JEA's sourcing platform can be found in Appendix C – Zycus Supplier Instructions.

Responses are due by the time and on the date listed above. Late Responses may not be accepted.

Respondents are strongly encouraged to acquire log in credentials early as possible. Additionally, Respondents are encouraged to submit bids early to ensure uploading process goes smoothly.

1.1.3. OPENING OF RESPONSES

All Responses received shall be publicly announced and recorded at 2:00 PM on the Response Due Date, via WebEx. The details for the WebEx will be on jea.com at the following website: https://www.jea.com/Events no later than 48 hours before the Response opening. At the opening of Responses, a JEA representative will publicly open each Response that was received prior to the due date and time, except for those Responses that have been properly withdrawn. JEA has the right to waive any irregularities or informalities in the Responses.

1.1.4. QUALIFIED PROPOSERS LIST (QPL)

Only those companies approved to be on the QPL **WE1 - Water Wastewater Treatment Plant Systems and Pump Stations (Class III and IV)** by the Response Due Date will be permitted to submit a Response in response to this RFP. A listing of companies assigned to a QPL can be viewed at www.jea.com. Visit https://www.jea.com/About/Procurement/Become_a_Vendor/ to learn how to become approved.

1.1.5. QUESTIONS

All questions must be submitted in writing to the JEA Buyer listed below at least seven (7) business days prior to the opening date. Questions received within seven (7) business days prior to the opening date will not be answered. JEA will accept any questions regarding the submission of Responses into the Zycus e-Sourcing system up to the Response Due Date and Time.

Submitting an inquiry to the eForum section will sent a communication to the buyer. Any comments or queries are not Addendums to the Solicitation. Only Addendum issued and attached to the Solicitation under "Buyers Attachments" will be considered to be a formally approved change or clarification.

For Questions:
Buyer: Dan Kruck
E-mail: krucdr@jea.com

1.1.6. MANDATORY PRE-RESPONSE MEETING

There will be a Mandatory Pre-Response meeting associated with this Solicitation. All interested Companies must attend the Pre-Response meeting.

Those planning to attend the WebEx or teleconference should email their name and contact information to: kruedr@jea.com at least 24 hours prior to the Pre-Response meeting to facilitate roll call. A Respondent shall only sign in representing one company, unless otherwise specified by JEA. Companies not attending the Pre-Response meeting may have their Responses rejected and returned unopened.

Respondents should be on time to the meeting and should be present at the starting time of the meeting. Respondents not arriving on time for the meeting may have their Responses rejected and returned unopened.

Meeting Date: October 13, 2021
Meeting Time: 08:30 AM
Meeting URL: https://jeameeting.webex.com/
Meeting number (access code): 2314 703 0045
Meeting password: ENG-Meeting
Meeting Dial-In: 1-415-655-0001

1.2. SPECIAL INSTRUCTIONS

1.2.1. MINIMUM QUALIFICATIONS FOR SUBMISSION (RFP)

Respondent shall have the following Minimum Qualifications to be considered eligible to submit a Response in response to this RFP.

It is the responsibility of the Respondent to ensure and certify that it meets the Minimum Qualifications stated below. JEA reserves the right to request back up documentation or additional project references to confirm the Respondent meets the requirements stated herein. A Respondent not meeting all of the following criteria may have their Responses rejected:

- Only those companies approved to be on JEA's Qualified Proposers List in the following category, as of the Response due date:
  - **WE1 - Water Wastewater Treatment Plant Systems and Pump Stations (Class III and IV)**
    - Visit https://www.jea.com/About/Procurement/Become_a_Vendor/ to learn how to become approved.

Please note, any Respondent whose contract with JEA was terminated for default within the last two (2) years shall have their Response rejected.

1.2.2. REQUIRED FORMS TO SUBMIT WITH RESPONSE

To submit a Response in response to this RFP, all of the following forms must be completed and submitted as part of the Response. **JEA reserves the right to ask for additional back up documentation or additional reference projects to confirm the Respondent meets the requirements stated below.** The Respondent may obtain the required forms by downloading them from JEA.com. If the Respondent fails to complete or fails to submit one or more of the following forms, the Response may be rejected.

The following forms are required to be submitted:

- Company's Response
- Response Form - This form can be found in Appendix B of this Solicitation
- List of JSEB Certified Firms (if any)
- List of Subcontractors/Shop Fabricators (if any)

If the above listed forms are not submitted with the Response by the Response Due Time and Date, JEA may reject the Response.

JEA also requires the following documents to be submitted prior to Contract execution. A Response will not be rejected if these forms are not submitted at the Response Due Time and Date. However, failure to submit these documents prior Contract execution could result in Response rejection.

- Conflict of Interest Certificate Form - This form can be found on JEA.com
- Insurance Certificate
- W-9
- Evidence of active registration with the State of Florida Division of Corporations (www.sunbiz.org)
- Any technical submittals as required by the Technical Specifications

1.2.3. NUMBER OF CONTRACTS TO BE AWARDED

JEA intends to Award up to ten (10) Contracts for the Work. JEA reserves the right to Award more, or less, than three Contracts, if JEA determines that it is in its best interest to do so.

1.2.4. EVALUATION METHODOLOGY

1.2.4.1. COMPETITIVE SEALED RESPONSES - CONSULTANTS' COMPETITIVE NEGOTIATION ACT (CCNA)

JEA shall evaluate the Respondent's qualifications, rank the qualifications from all Respondents, and negotiate a Contract for the Work in accordance with Florida Statute, Section 287.055, known as the Consultants' Competitive Negotiation Act ("CCNA").

In evaluating the qualifications, JEA will not consider price, but may consider factors including, but not limited to, the Respondent's professional personnel, past performance, whether the Respondent is a Jacksonville Small and Emerging Business (JSEB); recent, current and projected workloads of the Respondent, and volume of work previously awarded to each Respondent by JEA. JEA may also request interviews or presentations from the Respondents during its selection.

After approving the rankings of all the Respondents, JEA will enter into negotiations of contractual terms with the best ranked Respondent. During negotiations, JEA will consider detailed information regarding the Contract Price, the Respondent's hourly rates, and scope of the Contract.

If JEA and the Company are unable to negotiate a satisfactory Contract, JEA will formally terminate the negotiations with the Respondent and undertake negotiations with the next ranked Respondent. JEA will Award the Contract to the highest-ranking qualified Respondent that successfully completes Contract negotiations with JEA.

1.2.5. BASIS OF AWARD

1.2.5.1. BASIS OF AWARD - EVALUATED RESPONSE

JEA will use the "Selection Criteria" listed below to evaluate the Responses. It is always in the best interest of the Respondent to provide informative, concise, well-organized technical and business information relative to the Work, in both the initial submittal of its Response and in any subsequent submittals. Please note, JEA may reject Responses that request material changes or take exceptions to contractual terms and conditions specified herein.

Responses from qualified firms will be scored and ranked by a committee of 3 to 5 evaluators. Each evaluator will individually score the Responses using the evaluation matrix attached to this Solicitation. Using these scores, each evaluator will rank the Responses using "1" for the Response receiving the highest number of points from the matrix. Responses with an equal number of points will receive the same numerical ranking. JEA will total the numerical rankings for each Response and consider the Response with the lowest total to be the most highly qualified Response. Any tie will be broken using the total of the matrix scores of all evaluators. If a tie persists, the tie will be broken in accordance with the JEA Procurement Code and Procurement Operational Procedures.

1.2.6. SELECTION CRITERIA

1.2.6.1. PROFESSIONAL STAFF EXPERIENCE

Maximum score for this criterion is: 40 POINTS

Evaluation of this criterion shall include an assessment of the general capabilities of the firm or individuals that will be engaged in the project. Qualities and indicators that will receive consideration generally include the various professional, technical, and educational achievements and registrations of the firm and individuals; the size, facilities, equipment, diversification, depth of personnel, and overall experience of the firm; the applicable experience of the proposed assigned staff, and the specific experience gained on similar projects.

Required Information:

A. Team Members

Respondent shall provide eight (8) resumes of the professional staff to be assigned to perform the Work. The resumes provided shall identify personnel that can serve in the following positions (one (1) resume for each position): Project Manager-Engineer of Record (Primary), Project Manager-Engineer of Record (Backup), Staff Engineer (Primary), Staff Engineer (Backup), QA/QC Engineer (Primary), QA/QC Engineer (Backup), and W/WW Modeler (Primary), W/WW Modeler (Backup) (collectively, the "Team Members"). All Team Members must be Florida Professional Engineers (PEs), except the two (2) W/WW Modelers. One individual resume can serve in a maximum of two (2) roles. Two (2) separate resumes may be submitted for the same individual reflecting relevant experiences. **Note, both Project Manager-Engineers of Record must be from the Respondent submitting the Response and not a Subcontractor.** Persons whose resumes are submitted as a Team Member must actually perform the Work unless Respondent receives prior approval by the JEA Project Manager. Finally, if Respondent submits a resume of a Subcontractor that is employed by a JSEB firm, please note this on the resume.

Respondent shall provide the resumes of the professional staff available to work on the JEA engagement. All professional staff must be Florida licensed Professional Engineers. At minimum, each resume shall present the employee's name, title, years of service with the firm and overall years of relevant experience. Years of relevant experience will be scored using the scale in the evaluation matrix. Resumes shall also identify any specialty or technical process expertise. Resumes shall also include employee's applicable professional registrations, education, and work experience, including key projects. In demonstrating experience, Respondent must indicate the position /role the individual had in the specific key project referenced.
The types of key projects may consist of the following but not limited to:

- Water Projects
- Wastewater Projects
- Reclaimed Water Projects
- Engineering studies, modeling work

Resumes shall be no more than two (2) pages in length; single sided, and on 8.5" by 11" sized paper. If more than two (2) pages are submitted, only the information contained on the first two (2) pages will be evaluated by JEA. No more than eight (8) resumes will be evaluated.

1.2.6.2. COMPANY EXPERIENCE

Maximum score for this criterion is: 25 POINTS

Evaluation of this criterion shall include an assessment of the firm's specific experience in undertaking similar professional engagements. Qualities and indicators that will receive consideration generally include the number and types of the projects completed by the firm that are similar in nature to the scope of work being required within this solicitation; the degree of similarity of the projects completed and the ability of the firm to bring about a successful completion of such similar projects; the number and quality of references furnished in conjunction with similar projects; and any outstanding accomplishments of the firm that relate to the specific scope of services being sought.

Respondent shall provide the following:

1. Information regarding five (5) water, sanitary sewer or reclaim water reference projects that consisted of services similar to the Scope of Work completed in the past ten (10) years as of the Response Due Date. All five (5) projects must be completed by the primary proposing company (fifty percent (50%) or more of the work must have been performed by the primary Respondent).

a) Identify whether any of the proposed Team Members worked in key roles in the projects and the role.
b) Describe any working relationship with subcontractors that was used for these projects.

Respondent's response for this section shall be limited to no more than five (5) pages, one (1) page per project, 1-sided, single-spaced, on 8.5 x 11 sized paper. Please use your own form for this Section. Responses that are longer than five (5) pages will not be evaluated after page five (5).

1.2.6.3. DESIGN APPROACH AND WORK PLAN

Maximum score for this criterion is: 20 POINTS

Evaluation of this criterion shall include an assessment of the firm's ability to realize project budgetary goals, timetables, and quality control objectives; and the demonstrated general ability to bring about a successful completion of the projects under the firm's direction.
Respondent shall provide the following:

For two (2) of the five (5) projects provided above in Company Experience section, Respondent shall provide detailed information to explain how the Respondent managed the engagement to realize project budgetary goals, timetables and quality control objectives. Respondent may include copies of actual project management documents. Respondent shall note when the project was constructed. If project hasn't been constructed, Respondent should describe the phase the project is in. Respondent shall include contact information of the owner for reference verification. Both projects must have been completed by the prime proposing company and must be substantially complete (fifty percent (50%) or more of the work must have been performed by the primary Respondent).

Respondent's response for this section shall be limited to no more than four (4) pages, two (2) pages per project, 1-sided, single-spaced, on 8.5 x 11 sized paper. Please use your own form for this Section. Responses that are longer than four (4) pages will not be evaluated after page four (4).

1.2.6.4. VALUE OF WORK PREVIOUSLY AWARDED

Maximum score for this criterion is: 10 POINTS

Companies will receive points based on the total monetary value of JEA Purchase Orders issued to the Company within the last three (3) years as of the Response Due Date. Points will be awarded on a sliding scale pursuant to the evaluation matrix attached to this RFP. Companies with less work will be awarded the most points.

1.2.6.5. JACKSONVILLE SMALL AND EMERGING BUSINESS (JSEB)

Maximum score for this criterion is: 5 POINTS

Respondent shall indicate if it is certified as a Jacksonville Small and Emerging Business (JSEB) as defined by Jacksonville Ordinance 2004-602; Chapter 126, Part 6A and 6B.

The points will be awarded as follows:

- Respondent is a COJ/JEA certified JSEB – 5 points

1.2.7. JACKSONVILLE SMALL AND EMERGING BUSINESS (JSEB)

JEA encourages the use of JSEB qualified firms; however, the Respondent is not required to utilize JSEB firms to be awarded this Contract. It is at the Respondent's option as to whether it chooses to subcontract to a JSEB firm. Each Task Order under this contract will be reviewed by the JEA Project Manager and JEA JSEB Department for an appropriate JSEB requirement for the Task Order. The Company providing a quote for a Task Order shall put forth a good faith effort to reach the JSEB requirement set forth in the Task Order, and submit a JEA JSEB Subcontractor form when submitting a quote for a Task Order.

JSEB firms that qualify for this Contract are only those shown on the current City of Jacksonville JSEB directory appearing at www.COJ.net. Certification of JSEB firms must come from the City of Jacksonville. No other agency or organization is recognized for purposes of this Contract. In no case shall the Respondent make changes to the JSEB firms listed in its Response, revise the JSEB Scope of Work or amount of Work as stated in its Response without prior written notice to the JEA Contract Administrator, and without subsequent receipt of written approval for the JEA Contract Administrator. Any subcontractors of Respondent shall procure and maintain the insurance required of Respondent hereunder during the life of the subcontracts. Subcontractors' insurance may either be by separate coverage or by endorsement under insurance provided by Respondent.

Note: Any JSEB firms identified by Respondent for this Solicitation are considered "Subcontractors" under the direct supervision of the Prime or General Contractor (herein referred to as Respondent in this Solicitation). Respondents should show good faith efforts in providing assistance to JSEB firms in the securing of Subcontractors' insurance requirements stated in this section. Respondent shall submit subcontractors' Certificates of Insurance to JEA prior to allowing subcontractors to perform Work on JEA's job sites.

All questions and correspondence concerning the JSEB program shall be addressed to:
Rita Scott, JSEB Manager, JEA, scotrl@jea.com.

1.3. COMPLETING THE SUBMITTAL DOCUMENTS

1.3.1. SUBMITTING THE RESPONSE

The Respondent shall submit the Response as described in section 1.1.2. **IF RESPONDENT IS INTERESTED IN SUBMITTING A RESPONSE TO THIS RFP, PLEASE EMAIL krucdr@jea.comTO RECEIVE THIS RESPONSE FORM IN A WORD FORMAT, IF NECESSARY. REQUESTS MUST BE MADE NO LATER THAN 5 BUSINESS DAYS BEFORE RESPONSE OPENING.**

1.3.2. OBTAINING OFFICIAL SPECIFICATION DRAWINGS FOR THIS RFP

If drawings are required to be reviewed prior to submitting a Response, JEA offers electronic drawing files for viewing at no charge at JEA.com.

1.3.3. ADDENDA

JEA may issue Addenda prior to the Response opening date to revise, in whole or in part, or clarify the intent or requirements of the Solicitation. The Respondent shall be responsible for ensuring it has received all Addenda prior to submitting its Response and shall acknowledge receipt of all Addenda by indicating where requested on the Response Form. JEA will post all Addenda when issued online at jea.com. The Respondent must obtain Addenda from the JEA website. All Addenda will become part of the Solicitation and any resulting Contract Documents. It is the responsibility of each Respondent to ensure it has received and incorporated all Addenda into its Response. Failure to acknowledge receipt of Addenda may be grounds for rejection of a Response.

1.3.4. MODIFICATION OR WITHDRAWAL OF RESPONSES

The Respondent may modify or withdraw its Response at any time prior to the Response Due Date and Time by giving written notice to JEA's Chief Purchasing Officer. JEA will not accept modifications submitted by telephone, telegraph, email, or facsimile, or those submitted after Response Due Date and Time. The Respondent shall not modify or withdraw its Response from time submitted and for a period of 90 days following the opening of Responses.

1.4. GENERAL INSTRUCTIONS

1.4.1. CONTRACT EXECUTION AND START OF WORK

Within thirty (30) days from the date of Award, JEA will present the successful Respondent with the Contract Documents. Unless expressly waived by JEA, the successful Respondent shall execute a Contract for the Work or Services within ten (10) days after receiving the Contract from JEA. If the Respondent fails to execute the Contract or associated documents as required, or if it fails to act on a JEA-issued Purchase Order (PO), JEA may cancel the

Award with no further liability to the Respondent, retain the bid security or bond (if applicable), and Award to the next-ranked company.

Upon JEA's receipt of the executed Contract, certificate of insurance, and recorded Payment and Performance bonds (if applicable), JEA will issue a PO, in writing and signed by an authorized JEA representative as acceptance of the Response and authorization for the company to proceed with the Work, unless otherwise stated in the Contract or PO.

For Construction Services: In the event that JEA intends to authorize the successful Respondent to proceed with administrative work only, or with only a portion of the Work, then the PO shall state the specific limitations of such authorization and JEA will issue a separate written Notice to Proceed to authorize the Respondent to begin Field Work, when applicable, or to perform the remainder of the Work, or any portion thereof. The Respondent shall ensure that it is prepared to begin Field Work upon receipt of Notice to Proceed. Any Work performed outside of this partial authorization shall be at the Respondent's risk and JEA shall have no obligation to pay for such Work.

1.4.2. AVAILABILITY OF RESPONSES AFTER OPENING

In accordance with the Florida Public Records Law, Florida Statute, Chapter 119, copies of all Responses are available for public inspection thirty (30) days after the opening of Responses or on the date of Award announcement, whichever is earlier. Respondents may review opened Responses once they are available for public inspection by contacting the designated Buyer or JEA's Public Records custodian whose contact information can be found at jea.com. JEA will post a summary of Response opening results at www.jea.com.

1.4.3. LISTING OF SUBCONTRACTORS

JEA shall specify the major Subcontractors that the Company must list is the Company intends to use a Subcontractor to perform a portion of the Work, unless the Work will be self-performed by the Company. The Subcontractors that JEA requires to be listed is stated in the Section titled "Required Forms to Be Submitted with the Response". The major Subcontractors shall be listed on the Subcontractors Form which is available at jea.com. Failure of the Company to submit the required Subcontractor information on the form with its Response shall result in rejection of the Company's Response.

The Company shall not use Subcontractors and sub-suppliers/shop fabricators other than those shown on the Subcontractor Form unless it shows good cause and obtains the JEA Representative's prior written consent.
If the Company plans to use Subcontractors or sub-supplier/shop fabricators to perform over 50% of the Work, the Company shall obtain JEA's approval at least five (5) days prior to the Response Due Date. Failure to obtain JEA approval will disqualify the Company and result in rejection of Company's Response.

1.4.4. PROCESS FOLLOWING CONTRACT EXECUTION, TASK ORDERS AND NEGOTIATED FEES

Following contract execution with the most qualified Respondents, JEA will assign the Work via Task Orders in which rates and fees or lump sum costs will be negotiated for each individual Task Order.

After the Contracts have been awarded, Task Orders may be assigned to the selected firms on the basis of specific expertise for a particular project, staff availability at the time services are required, the amount of work previously assigned to a Company. The procedures for awarding Task Orders among the selected firms shall be based on scope and qualifications, and not based on a bidding process or cost Responses.

1.4.5. THIRD PARTY AGREEMENT REQUESTS

In the event Company will or may request JEA execute a third party agreement (including but not limited to: a joint check agreement, or revocable or irrevocable letter of direction with surety), then Company will disclose this fact in writing in its Response. This information will be taken into consideration by JEA in evaluating each Response. In the event Company is awarded this Work, then JEA will execute such documents, provided however, the same incorporates any additional language required by JEA's Chief Purchasing Officer.

1.4.6. JEA PUBLICATIONS

Applicable JEA publications are available at jea.com.

1.4.7. CONFLICT OF INTEREST

A person or company who receives a Contract which was not procured pursuant to public bidding procedures to perform a feasibility study, or who participated in the drafting of an invitation to bid or request for Responses, or who developed a program for future implementation shall not be eligible to contract with JEA for any other contracts dealing with that specific subject matter.

Should JEA erroneously Award a Contract in violation of this policy, JEA may terminate the Contract at any time with no liability to Respondent, and Respondent shall be liable to JEA for all damages, including but not limited to the costs to rebid the Work. The purpose of this policy is to encourage bidding and eliminate any actual or perceived advantage that one Respondent may have over another.

1.4.8. ETHICS

By signing the Response, the Respondent certifies this Response is made without any previous understanding, agreement or connection with any other person, firm, or corporation submitting a Response for the same Work other than as a Subcontractor or supplier, and that this Response is made without outside control, collusion, fraud, or other illegal or unethical actions. The Respondent shall comply with all JEA and City of Jacksonville ordinances, policies and procedures regarding business ethics.

The Respondent shall submit only one (1) Response in response to this RFP. If JEA has reasonable cause to believe the Respondent has submitted more than one (1) Response for the same Work, other than as a Subcontractor or subsupplier, JEA shall disqualify the Response and may pursue debarment actions.

The Company shall disclose the name(s) of any public officials who have any financial position, directly or indirectly, with this Response by completing and submitting the Conflict of Interest Certificate Form found at jea.com. Failure to fully complete and submit the Conflict of Interest Certificate will disqualify the Response. If JEA has reason to believe that collusion exists among the Companies, JEA will reject any and all Responses from the suspected Company and will proceed to debar Company from future JEA Awards in accordance with the JEA Purchasing Code.

JEA is prohibited by its Charter from awarding contracts to JEA officers or employees or companies in which a JEA officer or employee has a financial interest. JEA shall reject any and all Responses from JEA officers or employees as well as any and all Responses in which a JEA officer or employee has a financial interest.

In accordance with Florida Statutes Sec. 287.133, JEA will reject Responses from any persons or affiliates convicted of a public entity crime as listed on the Convicted Vendor list maintained by the Florida Department of Management Services. JEA shall not make an Award to any officer, director, executive, partner, shareholder, employee, member, or agent active in management of the Company listed on the Convicted Vendor list for any transaction exceeding $35,000 for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor list.

If the Company violates any requirement of this clause, the Response may be rejected and JEA may debar offending companies and persons.

1.4.9. EX PARTE COMMUNICATION

Ex Parte Communication is strictly prohibited. Ex Parte Communication is defined as any inappropriate communication concerning a Solicitation between a firm submitting a Response and a JEA representative during the time in which the Solicitation is being advertised through the time of Award. Examples of inappropriate communications include: private communications concerning the details of Solicitation in which a Respondent becomes privy to information not available to the other Respondents. Social contact between Bidders and JEA representatives should be kept to an absolute minimum during the solicitation process.

Failure to adhere to this policy will disqualify the noncompliant Company's Response. Any questions or clarifications concerning a Solicitation must be sent in writing via email to the JEA Buyer at least five (5) business

days prior to the opening date. If determined by JEA, that a question should be answered or an issue clarified, JEA will issue an addendum to all Respondents.

For more information on Ex Parte communications, see JEA Procurement Code, Article 1-110, which is available at www.jea.com.

1.4.10. RESERVATIONS OF RIGHTS TO JEA

The Solicitation provides potential Companies with information to enable the submission of written offers. The Solicitation is not a contractual offer or commitment by JEA to purchase products or services.

Responses shall be good for a period of ninety (90) days following the opening of the Responses.

JEA reserves the right to reject any or all Responses, or any part thereof, and/or to waive informalities if such action is in its best interest. JEA may reject any Responses that it deems incomplete, obscure or irregular including, but not limited to, Responses that omit a price on any one or more items for which prices are required, Responses that omit Unit Prices if Unit Prices are required, Responses for which JEA determines that the Response is unbalanced, Responses that offer equal items when the option to do so has not been stated, Responses that fail to include a Bid Bond, where one is required, and Responses from Companies who have previously failed to satisfactorily complete JEA contracts of any nature or who have been scored by JEA as "Unacceptable" and as a result, are temporarily barred from bidding additional work.

JEA reserves the right to cancel, postpone, modify, reissue and amend this Solicitation at its discretion.

JEA reserves the right to cancel or change the date and time announced for opening of Responses at any time prior to the time announced for the opening of Responses. JEA may Award the Contract in whole or in part. In such cases whenever JEA exercises any of these reservations, JEA will make a commercially reasonable effort to notify, in writing, all parties to whom Solicitations were issued. JEA may award multiple or split Contracts if it is deemed to be in JEA's best interest.

1.4.11. CERTIFICATION AND REPRESENTATIONS OF THE COMPANY

By signing and submitting a Response, the Respondent certifies and represents as follows:

A. That it has carefully examined all available records and conditions, including sites if applicable, and the requirements and specifications of Solicitation prior to submitting its Response. Where the Respondent visits sites, no Work or other disturbance is to be performed while at the site without written permission by JEA in advance of the site visit. The Respondent shall comply with all safety requirements described in the Response and shall be prepared to show proof of a minimum of $1 million of general liability insurance or the amount specified in this Solicitation (whichever is greater).

B. That every aspect of the Response and the detailed schedule for the execution of the Work, are based on its own knowledge and judgment of the conditions and hazards involved, and not upon any representation of JEA. JEA assumes no responsibility for any understanding or representation made by any of its representatives during or prior to execution of the Contract unless such understandings or representations are expressly stated in the Contract and the Contract expressly provides that JEA assumes the responsibility.

C. That the individual signing the Response is a duly authorized agent or officer of the firm. Responses submitted by a corporation must be executed in the corporate name by the President or Vice President. If an individual other than the President or Vice President signs the Response, satisfactory evidence of authority to sign must be submitted upon request by JEA. If the Response is submitted by a partnership, the Response must be signed by a partner whose title must under the signature. If an individual other than a partner signs the Response, satisfactory evidence of authority to sign must be submitted upon request by JEA.

D. The corporation or partnership must be in active status at the Florida Division of Corporations (www.sunbiz.org) prior to Award.

E. That the firm maintains in active status any and all licenses, permits, certifications, insurance, bonds and other credentials including, but not limited to, contractor's license and occupational licenses necessary to perform the Work. The Respondent also certifies that, upon the prospect of any change in the status of applicable licenses, permits, certifications, insurances, bonds or other credentials, the Respondent shall immediately notify JEA of status change.

F. That it has read, understands and will comply with these instructions and the Section titled Ethics.

1.4.12. PROHIBITION AGAINST CONTINGENT FEES

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

1.4.13. PROTEST OF RFP AND AWARD PROCESS

Companies shall file any protests regarding this RFP in writing and in accordance with the JEA Procurement Code, as amended from time to time. The JEA Procurement Code is available online at jea.com.

1.4.14. SUNSHINE LAW

General

Article I, Section 24, Florida Constitution, guarantees every person access to all public records and Chapter 119, Florida Statutes, provide a broad definition of public records. JEA is a body politic and corporate and subject to these laws and related statutes ("Florida's Public Records Laws"). All responses to this Solicitation are public records and available for public inspection unless specifically exempt by law.

IF A RESPONDENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

JEA
Attn: Public Records
21 West Church Street
Jacksonville, Florida 32202
Ph: 904-665-8606
publicrecords@jea.com

Redacted Submissions

If a Respondent believes that any portion of the documents, data or records submitted in response to this Solicitation are exempt from Florida's Public Records Law, Respondent must (1) clearly segregate and mark the specific sections of the document, data or records as "Confidential," (2) cite the specific Florida Statute or other legal authority for the asserted exemption, and (3) provide JEA with a separate redacted copy of its response (the

"Redacted Copy"). The cover of the Redacted Copy shall contain JEA's title and number for this Solicitation and Respondent's name, and shall be clearly titled "Redacted Copy." Respondent should only redact those portions of records that Respondent claims are specifically exempt from disclosure under Florida's Public Records Laws. If Respondent fails to submit a redacted copy of information it claims is confidential, JEA is authorized to produce all documents, data and other records submitted to JEA in answer to a public records request for such information.

In the event of a request for public records to which documents that are marked as confidential are responsive, JEA will provide the Redacted Copy to the requestor. If a requestor asserts a right to any redacted information, JEA will notify Respondent that such an assertion has been made. It is Respondent's responsibility to respond to the requestor to assert that the information in question is exempt from disclosure under applicable law. If JEA becomes subject to a demand for discovery or disclosure of Respondent's redacted information under legal process, JEA shall give Respondent prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law.) Respondent shall be responsible for defending its determination that the redacted portions of its response are not subject to disclosure.

By submitting a response to this Solicitation, Respondent agrees to protect, defend and indemnify JEA from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, costs and expenses (including but not limited to reasonable attorney fees and costs) arising from or relating to Respondent's determination that the redacted portions of its response to this Solicitation are not subject to disclosure.

1.5. CONTRACT TERMS AND CONDITIONS

1.5.1. DEFINITIONS

1.5.1.1. ACCEPTANCE

JEA's written notice by the Contract Administrator to the Company that all Work as specified in the Contract, or a portion of the Work as specified in a Task or Work Order, has been completed to JEA's satisfaction. Approval or recognition of the Company meeting a Milestone or interim step does not constitute Acceptance of that portion of Work. Acceptance does not in any way limit JEA's rights under the Contract or applicable laws, rules and regulations.

1.5.1.2. ADDENDUM/ADDENDA

A written change or changes to the Solicitation which is issued by JEA Procurement Services and is incorporated into the Solicitation as a modification, revision and/or further clarification of the intent of the Solicitation.

1.5.1.3. ANNIVERSARY DATE

The date which is twelve (12) months after the effective date of the Contract, and each date which is twelve (12) months after an Anniversary Date that occurs while the Contract is in effect.

1.5.1.4. AWARD

The written approval of the JEA Awards Committee that the procurement process for the purchase of the Work was in accordance with the JEA Procurement Code and Florida Statutes. Once an Award is approved, JEA will either issue a Purchase Order or execute a Contract with the successful Respondent.

1.5.1.5. CHANGE ORDER

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

1.5.1.6. COMPANY

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

1.5.1.7. COMPANY REPRESENTATIVE

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

1.5.1.8. COMPANY SUPERVISOR

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

1.5.1.9. CONTRACT

An agreement between JEA and the Company, signed by both parties, which incorporates all the Contract Documents. The Contract shall not be altered without an Amendment to the Contract and executed by JEA and the Company, or a JEA issued Change Order.

1.5.1.10. CONTRACT ADMINISTRATOR

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

1.5.1.11. CONTRACT DOCUMENTS

Contract Documents, also referred to as the "Contract" means the executed Contract, all Solicitation documents and Response Documents as further described in the Section of the Solicitation titled "Contract Documents", and any written Change Orders, amendments or Purchase Orders executed by JEA, and insurance and/or bonds as required by the Contract.

1.5.1.12. CONTRACT PRICE

The total amount payable to the Company during the initial Term of the Contract. However, this amount is not a guaranteed amount. Also referred to as the "Maximum Indebtedness" of JEA.

1.5.1.13. CONTRACT TIME

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

1.5.1.14. DEFECT

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

1.5.1.15. FINAL COMPLETION

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

1.5.1.16. HOLIDAYS

The following days: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, and Christmas Day. If any of these Holidays fall on a weekend, JEA may observe a Holiday on the nearest weekday.

1.5.1.17. INVOICE

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

1.5.1.18. JEA

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

1.5.1.19. JEA REPRESENTATIVES

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

1.5.1.20. PERFORMANCE - ACCEPTABLE PERFORMANCE/PERFORMER

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

1.5.1.21. PERFORMANCE - UNACCEPTABLE PERFORMANCE/PERFORMER

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

1.5.1.22. PERFORMANCE - TOP PERFORMANCE/PERFORMER

The Respondent averages 4.0 or more across all scorecard evaluation metrics and does not receive a score of less than 4.0 on any one metric.

1.5.1.23. RESPONSE

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

1.5.1.24. PURCHASE ORDER (PO)

A commercial document issued by JEA, authorizing work, indicating types, quantities, and agreed prices for products or services the Company will provide to JEA. Sending a PO to a Company constitutes a legal offer to buy products or services. The words "Purchase Order" are clearly marked across the top, a PO number is used for reference and invoicing purposes, includes an authorized JEA signature, and states the dollar amount of the lawfully appropriated funds.

1.5.1.25. QUALITY ASSURANCE

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

1.5.1.26. QUALITY CONTROL

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

1.5.1.27. REQUEST FOR PROPOSALS

The document (which may be electronic) issued by the JEA Procurement Department to solicit Responses from Companies that includes, but is not limited to, the Minimum Qualifications Form, samples of contract documents and Addenda.

1.5.1.28. SUBCONTRACTOR

The legal person, firm, corporation or any other entity or business relationship that provides a portion of the work, or provides supplies and materials, to the Company which has an executed Contract with JEA. JEA is not in privity of contract with the Subcontractor.

1.5.1.29. TASK ORDER

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

1.5.1.30. WORK OR SCOPE OF SERVICES

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

2. CONTRACT DOCUMENTS

2.1. ORDER OF PRECEDENCE

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

- Executed Contract Amendments
- Exhibits to Contract Documents
- Executed Contract Documents
- Purchase Order(s)
- Addenda to JEA Solicitation
- Drawings associated with this Solicitation
- Exhibits and Attachments to this Solicitation
- Technical Specifications associated with this Solicitation
- This Solicitation
- Response Documents
- References

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

3. INSURANCE, INDEMNITY AND RISK OF LOSS

3.1. INSURANCE REQUIREMENTS

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

Workers' Compensation
Florida Statutory coverage and Employer's Liability (including appropriate Federal Acts); Insurance Limits: Statutory Limits (Workers' Compensation) $500,000 each accident (Employer's Liability).

Commercial General Liability
Premises-Operations, Products-Completed Operations, Contractual Liability, Independent Contractors, Broad Form Property Damage, Explosion, Collapse and Underground, Hazards (XCU Coverage) as appropriate; Insurance Limits: $1,000,000 each occurrence, $2,000,000 annual aggregate for bodily injury and property damage, combined single limit.

Automobile Liability
All autos-owned, hired, or non-owned; Insurance Limits: $1,000,000 each occurrence, combined single limit.

Professional Services/Errors and Omissions: $1,000,000 each claim; $2,000,000 annual aggregate

Excess or Umbrella Liability
(This is additional coverage and limits above the following primary insurance: Employer's Liability, Commercial General Liability, and Automobile Liability); Insurance Limits: $4,000,000 each occurrence and annual aggregate.

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

Company shall specify JEA as an additional insured for all coverage except Workers' Compensation, Employer's Liability, and Professional Liability. Such insurance shall be primary to any and all other insurance or self-insurance maintained by JEA. Company shall include a Waiver of Subrogation on all required insurance in favor of JEA, its board members, officers, employees, agents, successors and assigns.

Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to JEA. Prior to commencing any Work under this Contract, certificates evidencing the maintenance of the insurance shall be furnished to JEA for approval. Company's and its subcontractors' Certificates of Insurance shall be mailed to JEA (Attn. Risk Management Services), 21 West Church Street, T12, Jacksonville, FL 32202-3139.

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

Any subcontractors of Company shall procure and maintain the insurance required of Company hereunder during the life of the subcontracts. Subcontractors' insurance may be either by separate coverage or by endorsement under insurance provided by Company. Company shall submit subcontractors' certificates of insurance to JEA prior to allowing Subcontractors to perform Work on JEA's job sites.

3.2. INDEMNIFICATION

For ten dollars ($10.00) acknowledged to be included and paid for in the contract price and other good and valuable considerations, the Company shall hold harmless, indemnify, and defend JEA against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, reasonable attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to property, to the extent caused by the negligence, recklessness or intentional wrongful

misconduct of the Company and any person or entity used by Company in the performance of this Contract or Work performed thereunder. For purposes of this Indemnification, the term "JEA" shall mean JEA as a body politic and corporate and shall include its governing board, officers, employees, agents, successors and assigns. This indemnification shall survive the term of a Contract entered into pursuant to this solicitation, for events that occurred during the Contract term. This indemnification shall be separate and apart from, and in addition to, any other indemnification provisions set forth elsewhere in this Contract. It is the intent of the parties that this indemnification shall be in accord with Section 725.08, Florida Statutes.

3.3. TITLE AND RISK OF LOSS

Ownership, risks of damage to or loss of the Work shall pass to JEA upon Acceptance. The Company shall assume all risk of loss or damage to the Work while items are in transit and/or in the Company's custody until such time that JEA issues written notice of Acceptance.

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

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

3.4. ENVIRONMENTAL INDEMNIFICATION

The Company shall hold harmless, indemnify and defend JEA and Florida Power and Light (FPL), including without limitation, its officers, directors, members, representatives, affiliates, agents and employees, successors and assigns (the "Indemnified Parties") and will reimburse the Indemnified Parties from and against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs of cleanup, containment or other remediation, and all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees) arising from or in connection with (a) the Company's, including, but not limited to, its agents, affiliates or assigns ("Parties"), actions or activities that result in a violation of any environmental law, ordinance, rule, or regulation or that leads to an environmental claim or citation or to damages due to the Company's or other Parties' activities, (b) any environmental, health and safety liabilities arising out of or relating to the operation or other activities performed in connection with this Contract by the Company or any Party at any time on or after the effective date of the Contract, or (c) any bodily injury (including illness, disability and death, regardless of when any such bodily injury occurred, was incurred or manifested itself), personal injury, property damage (including trespass, nuisance, wrongful eviction and deprivation of the use of real property) or other damage of or to any person in any way arising from or allegedly arising from any hazardous activity conducted by the Company or any Party. JEA and FPL will be entitled to control any remedial action, any proceeding relating to an environmental claim. This indemnification agreement is separate and apart from, and is in no way limited by, any insurance provided pursuant to this Contract or otherwise. This section relating to indemnification shall survive the Term of this Contract, and any holdover and/or Contract extensions thereto, whether such Term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Contract.

3.5. LIMITATION OF LIABILITY

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

Company's liability to JEA for direct damages under this Contract shall not exceed the contract price. This limitation of liability specifically excludes injury to third parties and third party property and there shall be not limitation of liability with respects to the same.

The limitation of liability is in no way to be construed as a waiver by JEA of it sovereign immunity as afforded by the Florida Constitution as codified in Section 768.29 Florida Statutes.

4. PRICE AND PAYMENTS

4.1. PAYMENT METHOD – TASK ORDER

When JEA issues a Task Order with an associated Purchase Order, the Company shall invoice JEA in accordance with the instructions set forth on the Purchase Order. JEA may pay the Company for the work described on the Task Order either upon the Company's completion of and JEA's verification of the entirety of the Task Order work, monthly, or at predetermined Milestones stated in the Task Order.

4.1.1. PRICE ADJUSTMENT- FIXED THREE YEARS, ANNUAL THEREAFTER

Negotiated rates for the Work will remain fixed through the first three (3) years of the Contract. Thereafter, the Company may request a CPI annually. Each request for a Price Adjustment, after the three (3) year fixed period must be made within thirty (30) days after the completion of each year from the date (Anniversary Date).

When a timely price adjustment request is received, JEA will recognize the price adjustment within thirty (30) days after the Anniversary Date. No retroactive price adjustments will be allowed.

Unless the Company and JEA make other agreements, the annual price adjustment for the Contract shall be in accordance with the Consumer Price Index Summary for all urban consumers (CPI-U) published monthly by the U.S. Department of Labor, Bureau of Labor Statistics. The index used will be the "All Users" unadjusted percent change for the previous 12 months of the Company's written CPI adjustment request as received by JEA.

In the event the applicable price publication ceases, the Company and JEA shall mutually agree on a replacement index. If the Company and JEA fail to agree on a replacement index, the Contract shall terminate on the next Anniversary Date.

The following is the current link to the CPI index https://data.bls.gov/timeseries/CUUR0000SA0.

4.2. INVOICING AND PAYMENT TERMS

Within sixty (60) days from completion of the Work, the Company shall submit all Invoices in accordance with the payment method agreed upon in these Contract Documents. Invoices shall be submitted to the following email address: acctpaycustsrv@jea.com, or if the Company does not have email capability, it can email hard copies to: JEA Accounts Payable, P.O. Box 4910, Jacksonville, FL 32201-4910.

JEA will pay the Company the amount requested within thirty (30) calendar days after receipt of an Invoice from the Company subject to the provisions stated below.

JEA may reject any Invoice or Application for Payment within 20 calendar days after receipt. JEA will return the Invoice or Application for Payment to the Company stating the reasons for rejection.

Upon receipt of an acceptable revised Invoice or Application for Payment, JEA will pay the Respondent the revised amount within ten (10) days.

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

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

4.3. JSEB - INVOICING AND PAYMENT

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

4.4. OFFSETS

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

4.5. TRUTH IN NEGOTIATION CERTIFICATE

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

4.6. DISCOUNT PRICING

JEA offers any or all of the following option payment terms, one of which may be executed at the request of the Company by sending an email to the JEA Buyer listed in this Solicitation:

- 1% 20, net 30
- 2% 10, net 30

Company may request alternate payment terms for JEA's consideration, however, alternate payment terms are not effective until acceptance by JEA in writing. Please note, all payment dates are calculated from the date of the Invoice receipt by JEA's Accounts Payable.

4.7. TAXES

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

5. TERM AND TERMINATION

5.1. TERM OF CONTRACT – DEFINED DATES

This Agreement shall commence on the Effective Date, and continue and remain in full force and effect as to all its terms, conditions and provisions as set forth herein for three (3) years, (the "Initial Term"), or until the Agreement's Maximum Indebtedness is reached, whichever occurs first.

It is at JEA's sole option to renew the Agreement for two (2) additional one (1) year periods (the "Renewal Terms", together with the Initial Term, the "Term").

This Agreement, after the initial year, shall be contingent upon the existence of lawfully appropriated funds for each subsequent year of the Agreement.

5.2. TERMINATION FOR CONVENIENCE

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

In the event of termination for convenience, JEA will pay the Company for all disbursements and expenses that the Company has incurred, or has become obligated prior to receiving JEA's notice of termination.
Upon receipt of such notice of termination, the Company shall stop the performance of the Services hereunder except as may be necessary to carry out such termination and take any other action toward termination of the

Services that JEA may reasonably request, including all reasonable efforts to provide for a prompt and efficient transition as directed by JEA.

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

5.3. TERMINATION FOR DEFAULT

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

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

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

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

In addition, upon the occurrence of any of the above instances of default, the Company shall pay to JEA, in addition to any other amounts otherwise owed to JEA, the cost of obtaining, at current market rates, a third-party replacement of any warranty to be provided by the Company under the Contract. JEA shall be entitled to obtain one or more estimates from reputable warranty issuers suitable, in JEA's discretion, for JEA's particular purpose. JEA shall be entitled to retain the amount of such purchase price from any monies owed to the Company and JEA shall have no obligation to actually purchase such replacement warranty. Such payment shall be deemed a refund of amounts paid for services not rendered and shall not be deemed a penalty.

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

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

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

6. WARRANTIES AND REPRESENTATIONS

6.1. WARRANTY

The Company represents and warrants that it has full corporate right, power and authority to enter into the Contract and to the perform the Work, and that the performance of its obligations and duties hereunder does not and will not violate an Contract to which the Company is a party or by which it is otherwise bound.

The Company represents and warrants that it will conduct the Work in a manner with sufficient labor, materials and equipment necessary to affect a diligent pursuance of the Work.

The Company represents and warrants that it has the responsibility and capacity to train and supervise its employees, Subcontractors and suppliers to ensure the Work complies with all safety requirements of the Contract.

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

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

7. CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTATION

7.1. PUBLIC RECORDS LAWS

Access to Public Records.

All Documents, data and other records received by JEA in connection with the Contract are public records and available for public inspection unless specifically exempt by law. The Company shall allow public access to all documents, data and other records made or received by the Company in connection with the Contract unless the records are exempt from Section 249(a) of Article I of the Florida Constitution or subsection 119.07(1), Florida Statutes. JEA may unilaterally terminate the Contract of the Company refuses to allow public access as required under the Contract.

Redacted copies of Confidential Information.

If the Company believes that any portion of any documents, data or other records submitted to JEA are exempt from disclosure under Chapter 119, Florida Statutes, the Florida Constitution and related laws ("Florida's Public Records Laws"), Company must (1) clearly segregate and mark the specific sections of the document, data and records as "Confidential", (2) cite the specific Florida Statute or other legal authority for the asserted exemption, and (3) provide JEA with a separate redacted copy of the documents, data, or records (the "Redacted Copy"). The Redacted Copy shall contain JEA's contract name and number, and shall be clearly titled "Redacted Copy". Respondent should only redact those portions of records that Respondent claims are specifically exempt from disclosure under Florida's Public Records Laws. If the Company fails to submit a redacted copy of documents, data, or other records it claims is confidential, JEA is authorized to produce all documents, data, and other records submitted to JEA in answer to a public records request for these records.

Request for Redacted Information.
In the event of a public records or other disclosure request under Florida's Public Records Laws or other authority to which the Company's documents, data or records are responsive, JEA will provide the Redacted Copy to the requestor. If a Requestor asserts a right to any redacted information, JEA will notify the Company that such an assertion has been made. It is the Company's responsibility to respond to the requestor to assert that the information in questions is exempt from disclosure under applicable law. If JEA becomes subject to a demand for discovery or disclosure of the redacted information under legal process, JEA shall give the Company prompt notice of the demand prior to releasing the redacted information (unless otherwise prohibited by applicable law). The Company shall be responsible for defending it determination that the redacted portions of the information are not subject to disclosure.

Indemnification for Redacted Information.
The Company shall protect, defend, and indemnify JEA from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses (including but not limited to reasonable attorney's fees and costs) arising from or relating to the Company's assertion that all or any portion of its information is not subject to disclosure.

Public Records Clause for Service Contracts.
If, under the Contract, the Company is providing services and is acting on behalf of JEA as contemplated by subsection 119.011(2), Florida Statutes, the Company shall:

a. Keep and maintain public records that ordinarily and necessarily would be required by JEA in order to perform service;
b. Provide the public with access to public records on the same terms and conditions that JEA would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statues, or otherwise prohibited by law;
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
d. Meet all requirements for retaining public records and transfer, at no cost, to JEA all public records in possession of the Company upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically shall be provided to JEA in a format that is compatible with the information technology systems of JEA.

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

JEA
Attn: Public Records
21 West Church Street
Jacksonville, Florida 32202
Ph: 904-665-8606
publicrecords@jea.com

7.2. PROPRIETARY INFORMATION

The Company shall not copy, reproduce, or disclose to third parties, except in connection with the Work, any information that JEA furnishes to the Company. The Company shall insert in any subcontract a restriction on the use

of all information furnished by JEA. The Company shall not use this information on another project. All information furnished by JEA will be returned to JEA upon completion of the Work.

7.3. PUBLICITY AND ADVERTISING

The Company shall not take any photographs, make any announcements or release any information concerning the Contract or the Work to any member of the public, press or official body unless prior written consent is obtained from JEA.

7.4. OWNERSHIP OF DOCUMENTS AND EQUIPMENT

The Company agrees that upon completion of the Services, all drawings, designs, specifications, renderings, notebooks, tracings, photographs, reference books, equipment, expendable equipment and materials, negatives, reports, findings, recommendations, data and memoranda of every description (hereinafter referred to as "Works"), arising out of or relating to the Services rendered by the Company under this Agreement, are to become the property of JEA. Company and JEA agree that said Works shall be considered as works made for hire under the United States Copyright laws. JEA shall have the absolute and exclusive right to own and use all said Works together with any and all copyrights, patents, trademark and service marks associated with said Works. The use of these Works in any manner by JEA shall not support any claim by the Company for additional compensation.

7.5. INTELLECTUAL PROPERTY

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

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

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

The Company will, at its expense, defend all claims, actions or proceedings against JEA based on any allegation that the Work, or any part of the Work, constitutes an infringement of any patent or any other intellectual property right, and will pay to JEA all costs, damages, charges, and expenses occasioned to JEA by reason thereof. JEA will give the Company written notice of any such claim, action or proceeding and, at the request and expense of the Company, JEA will provide the Company with available information, assistance and authority for the defense.

If, in any action or proceeding, the Work, or any part thereof, is held to constitute an infringement, the Company will, within 30 days of notice, either secure for JEA the right to continue using the Work or will, at the Company's expense, replace the infringing items with non-infringing Work or make modifications as necessary so that the Work no longer infringes.

The Company will obtain and pay for all patent and other intellectual property royalties and license fees required in respect of the Work.

7.6. WORK MADE FOR HIRE

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

8. JSEB COMPLIANCE

8.1. COMPLIANCE WITH JSEB REQUIREMENTS

The Company shall achieve the JSEB participation requirements as set forth in the Solicitation, except as allowed under the good faith efforts exception as defined in the City of Jacksonville Ordinance. In no case shall the Company make changes to the JSEB firms listed in its Response, revise the JSEB Scope of Work or amount of Work as stated in its Response without prior written notice to the JEA JSEB Manager, and without subsequent receipt of written approval from the JEA JSEB Manager and the COJ Ombudsman.

The City of Jacksonville requirements as outlined in the City of Jacksonville Ordinance relating to JSEBs shall apply in their entirety to this Contract. Where the City of Jacksonville ordinance refers to "Chief", it shall be construed to mean, for purposes of this Contract, JEA's Chief Procurement Officer. In a like manner, where it refers to "City", or "City of Jacksonville", it shall be construed to mean JEA.

Use of brokering, as defined in the City of Jacksonville Ordinance, or other techniques that do not provide a commercially useful function are strictly prohibited as means of achieving the JSEB requirements of the Contract. Only the amount paid to the JSEB for providing a bona fide service such as professional, technical, consultant, or managerial services shall be counted towards a JSEB participation requirement.

Payment terms for participating JSEB firms shall be the same or better than the payment terms the Company receives from JEA. The Company shall outline the payment terms with the JSEB firm in a contract agreement for the services the JSEB is providing. The Company shall obtain written approval from the JEA JSEB Manager prior to withholding any payment from a JSEB firm.

If the Company uses a JSEB qualified firm for the performance of any part of this Work, the Company shall submit to JEA, a monthly report of the amount paid to the JSEB. The report is due by the 30th of the month via email sent to JSEBProgram@jea.com, for the duration of the project. The report shall be made using the form "Monthly Report for COJ/JEA JSEB Participation" available at www.jea.com or by contacting the JEA JSEB Manager at JSEBProgram@jea.com.

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

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

- Terminate the Contract for breach.
- Suspend or debar the Company from bidding on any JEA projects as follows:
  - First offense: six month suspension
  - Second offense: one year debarment
  - Third offense: three year debarment
- Revoke Company's JSEB certification if the Company itself is certified as a JSEB.

9. COMPANY'S RESPONSIBILITIES AND PERFORMANCE OF THE CONTRACT

9.1. COORDINATION OF SERVICES PROVIDED BY JEA

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

9.2. COMPANY REPRESENTATIVES

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

9.3. COMPLETION OF WORK (PO)

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

9.4. LICENSES

The Company shall comply with all licensing, registration and/or certification requirements pursuant to applicable laws, rules and regulations. The Company shall secure all licenses, registrations and certifications as required for the performance of the Work and shall pay all fees associated with securing them. The Company shall produce written evidence of licenses and other certifications immediately upon request from JEA.

9.5. CONDITIONS OF PROVISIONING

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

If Company's Scope of Work is to supply JEA with inventory items, the Company shall the identify inventory items that are in high demand and take appropriate steps to minimize delivery lead time in the event of demand spikes or emergency requirements.

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

The Company agrees to return to JEA, and to the location as established by a JEA Representative, any unused or salvageable items prior to final payment. The Company agrees that JEA has the right to audit and investigate the

Company at any time how the Company is using JEA furnished items. JEA will bill the Company for unaccountable JEA furnished material at the current JEA cost.

10. VENDOR PERFORMANCE EVALUATION

10.1. VENDOR PERFORMANCE EVALUATION

Use of Vendor Performance Evaluation Scorecards

JEA may evaluate the Company's performance using the evaluation criteria shown on the vendor scorecard available which are available upon request.

Scores for all metrics shown on the evaluation range from a low of 1, meaning significantly deficient performance, to a high of 5, meaning exceptionally good performance. The Company's performance shall be classified as Top Performance, Acceptable Performance, or Unacceptable Performance, as defined herein. The evaluator will be a designated JEA employee. The evaluator's supervisor and the Chief Purchasing Officer will review deficient performance letters and Unacceptable Performance scorecards, as described below, prior to issuance. When evaluating the Company's performance, JEA will consider the performance of the Company's Subcontractors and suppliers, as part of the Company's performance.

Frequency of Evaluations

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

Unacceptable Performance

- If at any time, JEA determines, using the criteria described on the scorecard, that the performance of the Company is Unacceptable, the Contract Administrator and Chief Procurement Officer or his designated alternate will notify the Company of such in a letter. The Company shall have 10 days to respond to the Contract Administrator. Such response shall include, and preferably be delivered in-person by an officer of the Company, the specific actions that the Company will take to bring the Company's performance up to at least Acceptable Performance.
- Within 30 days from date of the first Unacceptable Performance letter, the Contract Administrator and Chief Purchasing Officer or his designated alternate will notify the Company by letter as to whether its performance, as determined solely by JEA, is meeting expectations, or is continuing to be Unacceptable. If the Company's performance is described in the letter as meeting expectations, no further remedial action is required by the Company, as long as Company's performance continues to be Acceptable.
- If the Company's performance as described in the letter continues to be Unacceptable, or is inconsistently Acceptable, then the Company shall have 15 days from date of second letter to demonstrate solely through its performance of the Work, that it has achieved Acceptable Performance. At the end of the 15-day period, JEA will prepare a scorecard documenting the Company's performance from the start of Work, or date of most recent scorecard, whichever is latest, and giving due consideration to improvements the Company has made in its performance, or has failed to make. If the scorecard shows Company's performance is Acceptable, then no further remedial action is required by Company as long as Company's performance remains Acceptable. If the scorecard shows the Company's performance is Unacceptable, JEA will take such actions as it deems appropriate including, but not limited to, terminating the Contract for breach, suspending the Company from bidding on any JEA related solicitations, and other remedies available in the JEA Purchasing Code and in law. Such action does not relieve the Company of its obligations under the Contract, nor does it preclude an earlier termination.
- In the event that the Contract Term or the remaining Term of the Contract does not allow for the completion of the deficient performance notification cycles described above for those in danger of receiving an Unacceptable Performance scorecard, JEA may choose to accelerate these cycles at its sole discretion.
- If the Company receives five or more letters of deficiency within any 12 month period, then JEA will prepare a scorecard describing the deficiencies and the Company's performance will be scored as Unacceptable.

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

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

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

11. CHANGES TO WORK OR SCHEDULE

11.1. CHANGE IN SCOPE OF SERVICES

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

11.2. DELAYS

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

11.3. SUSPENSION OF SERVICES

JEA may suspend the performance of the Services by providing Company with a five (5) day written notice of such suspension. Schedules for performance of the Services shall be amended by mutual agreement to reflect such suspension. In the event of a suspension of Services, the Company shall resume the full performance of the Services when directed in writing to do so by JEA.

Suspension of Services due to the Company's negligence or failure to perform, may affect the Company's compensation as outlined in the Contract and/or result in the termination of the Contract.

11.4. AMENDMENTS

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

12. LABOR

12.1. HIRING OF OTHER PARTY'S EMPLOYEES

Each party recognizes that the other party has incurred or will incur significant expenses in training its own employees and agrees that it will not pursue or hire, without the other party's consent, the other party's employees or the employees of its subsidiaries for a period of two (2) years from the termination date of this Agreement. It shall not be considered a breach of this Section for either party to make employment solicitations to the general public or groups that may include employees of the other party. Nor shall it be considered a breach of this Section for either party's employees to respond to, act upon, or accept inquiries and applications resulting from, or make offers of employment resulting from, (i) such solicitations to the general public or groups or (ii) unsolicited employment inquiries or applications.

12.2. PERSONNEL AND CHANGES IN COMPANY'S PROFESSIONAL PERSONNEL

Unless otherwise agreed in writing by the parties, all Services shall be rendered by employees: (a.) who are full time employees of Company or approved subcontractors; (b.) qualified to perform the Services, and (c.) fluent in the English language. Subsequent to the execution of this Contract, Company shall notify the JEA Contract Administrator in writing prior to making changes in professional personnel assigned, or to be assigned, as provided in Company's Response to manage or perform Services under this Contract. The JEA Contract Administrator shall have the right to reject any personnel assigned by Company to perform work under this Contract. If the right of rejection is exercised by the JEA Contract Administrator, Company shall submit for approval of the JEA Contract Administrator, the name or names of substitute personnel to fill the positions resulting from said rejection. The JEA Contract Administrator shall have the right to require the removal of Company's previously assigned personnel and Company shall promptly replace the same, subject to the JEA Contract Administrator's approval at no cost to JEA.

12.3. COMPANY'S LABOR RELATIONS

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

12.4. NONDISCRIMINATION

For the Term of the Contract, the Company represents that it has adopted and will maintain a policy of nondiscrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age, handicap, disability, creed, color, political affiliation, gender, pregnancy condition, citizenship, marital status, genetic information, sexual orientation, gender identity, or any other protected characteristics established by law. The Company agrees that on written request, it will allow JEA reasonable access to the Company's records of employment, employment advertisement, application forms and other pertinent data and records for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Contract; provided however, the Company shall not be required to produce, for inspection, records covering periods of time more than one (1) year before the Effective Date or expiration date of this Contract.

- Additionally, the Company shall comply with the following executive orders, acts, and all rules and regulations implementing said orders or acts, which are by this reference incorporated herein as if set out in their entirety:
- The provisions of Presidential Order 11246, as amended, and the portions of Executive Orders 11701 and 11758 as applicable to Equal Employment Opportunity;
- The provisions of section 503 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act (ADA); and
- The provisions of the Employment and Training of Veterans Act, 38 U.S.C. 4212 (formerly 2012).

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

12.5. LEGAL WORKFORCE

JEA shall consider the Company's employment of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for termination of the Contract for default upon thirty (30) days' prior written notice of such termination, notwithstanding any other provisions to the contrary in the Contract Documents.

12.6. PROHIBITED FUTURE EMPLOYMENT

It shall be unlawful and a class C offense for any person, who was an officer or employee of JEA, after his or her employment has ceased, to be employed by or enter into any contract for personal services, with a person or company who contracted with, or had a contractual relationship with JEA, while the contract is active or being completed, or within two years of the cessation, completion, or termination of the person's or company's contractual relationship with JEA, where (1) the contract with JEA had a value that exceeded $250,000, and (2) the officer or employee had a substantial and decision-making role in securing or negotiating the contract or contractual relationship, or in the approval of financial submissions or draws in accordance with the terms of the contract; except that this prohibition shall not apply to an employee whose role is merely as a review signatory, or to contracts entered into prior to January 1, 2008, or to contracts that have been competitively procured. With respect to this subsection a contract is competitively procured if it has been obtained through a sealed low bid award. A "substantial and decision-making role" shall include duties and/or responsibilities that are collectively associated with: (i) approving solicitation or payment documents; (ii) evaluating formal bids and Responses; and (iii) approving and/or issuing award recommendations for JEA Awards Committee approval. The contract of any person or business entity who hires or contracts for services with any officer or employee prohibited from entering into said relationship shall be voidable at the pleasure of JEA. This prohibition shall not apply to any former officer or employee after two years from cessation from JEA employment.

13. MISCELLANEOUS PROVISIONS

13.1. APPLICABLE STATE LAW; VENUE; SEVERABILITY

The rights, obligations and remedies of the parties as specified under the Contract will be interpreted and governed in all respects exclusively by the laws of the State of Florida without giving effect to the principles of conflicts of laws thereof. Should any provision of the Contract be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions will not be impaired. Litigation involving this Contract or any provision thereof shall take place in the State or Federal Courts located exclusively in Jacksonville, Duval County, Florida.

13.2. DISPUTES

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

13.3. ENTIRE AGREEMENT

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

13.4. HEADINGS

Headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

13.5. INDEPENDENT CONTRACTOR

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

13.6. LANGUAGE AND MEASUREMENTS

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

13.7. MEETINGS AND PUBLIC HEARINGS

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

13.8. NONEXCLUSIVE

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

13.9. REFERENCES

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

13.9.1. RIGHT TO AUDIT AND FINANCIAL REPORTING

Accounting System

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

Audited Financial Statements

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

Content and Retention of Records

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

Inspection/Audit of Records

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

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

of these rights shall be explicitly included in any subcontracts or agreements formed between the Company and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Company's obligations to JEA.

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

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

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

13.10. SEVERABILITY

In the event that any provision of this Contract is found to be unenforceable under applicable law, the parties agree to replace such provision with a substitute provision that most nearly reflects the original intentions of the parties and is enforceable under applicable law, and the remainder of this Contract shall continue in full force and effect. With regard to any provision in this agreement pertaining to damages, equitable or otherwise, it is the intent of the Parties that under no circumstances shall there be recovery for home office overhead. Any damages claimed shall be proven by discreet accounting of direct project costs and no theoretical formula or industry estimating reference manuals shall be permissible.

13.11. SUBCONTRACTING OR ASSIGNING OF CONTRACT

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

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

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

13.12. TIME AND DATE

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

13.13. TIME OF ESSENCE

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

13.14. WAIVER OF CLAIMS

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

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

14. FORMS

14.1. FORMS (APPENDIX A)

Forms required to be submitted with this solicitation are provided in Appendix A or can be obtained on the JEA website at www.jea.com.

15. ADDITIONAL INFORMATION (APPENDIX B)

Additional information for this solicitation can be found in the following documents:

- 1410434646 Appendix B – Zycus Supplier Instructions

16. EVALUATION MATRIX

16.1. EVALUATION MATRIX

The attached forms are the matrices that will be used to evaluate all Responses submitted in response to this RFP.

CONTRACT

BETWEEN

JEA

AND

BLACK & VEATCH CORPORATION

JEA CONTRACT # JEA10974

THIS CONTRACT is made and entered into as of the 5th day of May, 2022, (the "**Effective Date**") by and between **JEA**, a body politic and corporate in the City of Jacksonville, Florida ("**JEA**") and, **BLACK & VEATCH CORPORATION,** a Delaware corporation, authorized to conduct business in the state of Florida with its principal address at 11401 Lamar Ave., Overland Park, KS 66211 ("**Company**").

WHEREAS, JEA issued a Solicitation **1410434646** for Engineering services for the "**1410434646 - General Engineering Services for Water Wastewater and Reclaimed Water Projects**", as amended by Addendum Number One dated November 4, 2021, and Addendum Number Two dated November 4, 2021 (the "**Solicitation**"); and

WHEREAS, based on Company's response to the Solicitation (the "**Response**"), on **May 5, 2022,** JEA's Awards Committee awarded a contract to Company to provide certain services to JEA as described in the Solicitation (the "**Work**"); and

NOW THEREFORE, in consideration of the mutual covenants contained below, JEA and Company agree as follows:

1. **Engagement and Performance of Work**. JEA engages Company to perform the Work, and Company shall perform the Work in accordance with the terms and conditions of this Contract.

2. **Compensation**. JEA shall pay the Company for the Work in accordance with the terms of the Solicitation and the pricing attached to this Contract as **Exhibit A**.

3. **Maximum Indebtedness**. JEA's maximum indebtedness for all fees, costs, expenses and all other amounts payable under this Contract shall be a fixed monetary amount not-to-exceed **One Million Seven Hundred Five Thousand Five Hundred Fifty-Four and 00/00 Dollars ($1,705,554.00)**. All amounts payable under this Contract are contingent upon the existence of lawfully appropriated funds therefor.

4. **Term**. The term of this Contract shall commence on the Effective Date and shall continue through **"Project Completion"**, unless sooner terminated in accordance with the terms of the Solicitation.

5. **Contract Documents**. This Contract consists of the following documents which are incorporated by reference as if fully set forth herein and which, in case of conflict, shall have priority in the order listed below:

- This document (including all attachments and exhibits hereto), as modified by any subsequently signed amendments
- Any Addenda to the Solicitation issued by JEA
- The Solicitation as originally issued by JEA, including all amendments, technical specifications, appendices and exhibits thereto
- The Response, provided, however, that any terms in the Response that are inconsistent with the Solicitation shall not be included in this Contract, unless expressly agreed to in writing by JEA

6. **Additional Provisions.** Last bullet point under Section 5.3 of the Solicitation is deleted in its entirety and replaced with the following provision:

"Any materially adverse change in the financial or business condition of the Company would actually prevent the Company from performing its obligations under the Contract and Company is unable to provide adequate assurance of continued performance to JEA's reasonable satisfaction within a reasonable time following such event."

7. **Notices**. All notices under this Contract shall be in writing and shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

As to JEA:

JEA
21 W. Church Street
Jacksonville, Florida 32202
Attn: Michael T. Dvoroznak

and to:

JEA
21 W. Church Street, CC-6
Jacksonville, Florida 32202
Attn: Heather Beard, Procurement Contract Administration

As to the Company:

BLACK & VEATCH CORPORATION
11401 Lamar Ave.
Overland Park, KS 66211
Attn: Ricardo Vieira

8. **Authority**. Company represents and warrants to JEA that Company has full right and authority to execute and perform its obligations under this Contract, and Company and the person(s) signing this Contract on Company's behalf represent and warrant to JEA that such person(s) are duly authorized to execute this Contract on Company's behalf without further consent or approval by anyone. Company shall deliver to JEA promptly upon request all documents reasonably requested by JEA to evidence such authority.

9. **Entire Agreement**. This Contract constitutes the entire agreement between the parties hereto for the Work to be performed and furnished by the Company. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party or any representative of either party, which is not expressed herein shall be binding. Company may not unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to JEA (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. Company acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

10. **Amendments**. All changes to, additions to, modifications of, or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties to this Contract.

11. **Counterparts**. This Contract, and all amendments hereto, may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. This Contract may be delivered by facsimile or by email transmittal of a PDF image, and such facsimile or PDF counterparts shall be valid and binding on JEA and Company with the same effect as if original signatures had been exchanged.

[Remainder of page left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, JEA and Company have duly executed this Contract as of the Effective Date.

COMPANY:

BLACK & VEATCH CORPORATION
Signature:
Rafael E. Frias III, PE
Signed on Jun 01,2022 | 13:39:01 (GMT -5:00)

Email:	FriasRE@bv.com
Name:	Rafael E. Frias
Title:	Associate Vice President
Date:	Jun 01,2022 | 13:39:01 (GMT -5:00)

JEA:

JEA
Signature:
Signed on Jun 01,2022 | 14:24:47 (GMT -5:00)

Email:	gleejs@jea.com
Name:	Jenny McCollum
Title:	Director, Procurement Services
Date:	Jun 01,2022 | 14:24:47 (GMT -5:00)

WITNESS:

JEA
Signature:
Jessica Talley
Signed on Jun 01,2022 | 13:40:22 (GMT -5:00)

Email:	talljb@jea com
Name:	Jessica Talley
Title:	Contracts Assistant
Date:	Jun 01,2022 | 13:40:22 (GMT -5:00)

Form Approved:

JEA
Signature:
Rebecca Lavie
Signed on Jun 01,2022 | 14:15:00 (GMT -5:00)

Email:	lavirc@jea com
Name:	Rebecca Lavie
Title:	Assistant General Counsel
Date:	Jun 01,2022 | 14:15:00 (GMT -5:00)

EXHIBIT A

Black & Veatch	
Position	**Rate/hr**
Senior Engineering Manager/Technical Expert	$ 288.40
Project Director	$ 280.00
Project Manager III	$ 260.00
Project Manager II	$ 240.00
Project Manager I	$ 210.00
Senior Technical Specialist	$ 255.00
Engineer Manager II	$ 250.00
Engineer Manager I	$ 240.00
Senior Engineer III	$ 230.00
Senior Engineer II	$ 220.00
Senior Engineer II (Global Workforce)	$ 150.00
Senior Engineer I	$ 190.00
Senior Engineer I (Global Workforce)	$ 136.00
Project Engineer IV	$ 190.00
Project Engineer IV (Global Workforce)	$ 103.00
Project Engineer III	$ 180.00
Project Engineer 3 (Global Workforce)	$ 89.00
Project Engineer II	$ 170.00
Project Engineer 2 (Global Workforce)	$ 78.00
Project Engineer I	$ 160.00
Project Engineer 1 (Global Workforce)	$ 65.00
Senior Designer/Senior Technician	$ 150.00
Technician/Staff Designer III	$ 145.00
Technician/Staff Designer III (Global Workforce)	$ 86.00
Technician/Staff Designer II	$ 135.00
Technician/Staff Designer II (Global Workforce)	$ 71.00
Technician/Staff Designer I	$ 125.00
Technician/Staff Designer I (Global Workforce)	$ 60.00
Project Controls	$ 160.00
Accountant	$ 115.00
Administrator Support II	$ 95.00
Administrative Support I	$ 80.00
Principal	$ 297.00

CERTINAL eSign

Final Audit Report

Contract number JEA10974, titled 1410434646 - General Engineering Services for Water Wastewater and Reclaimed Water Projects

Audit Summary for Contract number JEA10974, titled 1410434646 - General Engineering Services for Water Wastewater and Reclaimed Water Projects

Report Time	Agreement Name	Document Created Time
06/01/2022 | 18 24 54 (GMT)	Contract number JEA10974, titled 1410434646 - General Engineering Services for Water Wastewater and Reclaimed Water Projects	05/31/2022 | 21:25:51 (GMT)
Document Created By	**Document Sent Time**	**Transaction ID**
Jessica Talley (talljb@jea.com)	05/31/2022 | 21:25:51 (GMT)	673d8fc9-df1d-4a4e-861a-075cb9830903
Documents	**Recipients**	**Document Status**
1654032347215.pdf	Rafael E. Frias (FriasRE@BV.com), Jessica Talley (talljb@jea.com), Rebecca Lavie (lavirc@jea.com), Jenny McCollum (gleejs@jea.com)	Completed
Document Status Action Time	**Number of Signatures**	**Number of Initials**
06/01/2022 | 18:24:54 (GMT)	4	0
Number of Stamps	**Number of Pages in Document**	**CC Users**
0	6	

Audit Events

- Document created by Jessica Talley (talljb@jea.com) via API integration user Heather Beard (bearhb@jea.com)

Time	IP Address	Geolocation	Browser	OS
05/31/2022 | 21:25:51 (GMT)	207.211.63.71	-	-	-

- Document emailed by Jessica Talley (talljb@jea.com) via API integration user Heather Beard (bearhb@jea.com)
  Sent to - Rafael E. Frias (FriasRE@BV.com)

Time	IP Address	Geolocation	Browser	OS
05/31/2022 | 21:25:55 (GMT)	-	-	-	-

- Email link authenticated by Rafael E. Frias (FriasRE@BV.com)

Time	IP Address	Geolocation	Browser	OS
06/01/2022 | 17:29:51 (GMT)	147.182.80.16	-	Chrome 102	Windows 10

- Document viewed by Rafael E. Frias (FriasRE@BV.com)

Time	IP Address	Geolocation	Browser	OS
06/01/2022 | 17:29:53 (GMT)	147.182.80.16	-	Chrome 102	Windows 10

- Certinal eSign Terms of Use, User Disclosure and Privacy Policy associated with this document have been agreed by Rafael E. Frias (FriasRE@BV.com)

Time	IP Address	Geolocation	Browser	OS
06/01/2022 | 17:39:01 (GMT)	147.182.80.16	-	Chrome 102	Windows 10

- Document eSigned by Rafael E. Frias (FriasRE@BV.com)
  Signature Method - Signature Typed (Pre-Saved)

Time	IP Address	Geolocation	Browser	OS
06/01/2022 | 17:39:01 (GMT)	147.182.80.16	-	Chrome 102	Windows 10

- Document emailed
  Sent to - Jessica Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
06/01/2022 | 17:39:13 (GMT)	-	-	-	-

- Email link authenticated by Jessica Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
06/01/2022 | 17:40:08 (GMT)	12.139.123.91	-	Chrome 98	Windows 10

- Document viewed by Jessica Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
06/01/2022 | 17:40:08 (GMT)	12.139.123.91	-	Chrome 98	Windows 10

- Email link authenticated by Jessica Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
06/01/2022 | 17:40:20 (GMT)	44.205.238.163	-	Chrome 98	Windows 10

- Document viewed by Jessica Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
06/01/2022 | 17:40:20 (GMT)	44.205.238.163	-	Chrome 98	Windows 10

- Certinal eSign Terms of Use, User Disclosure and Privacy Policy associated with this document have been agreed by Jessica Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
06/01/2022 | 17:40:22 (GMT)	12.139.123.91	-	Chrome 98	Windows 10

- Document eSigned by Jessica Talley (talljb@jea.com)
  Signature Method - Signature Typed (Pre-Saved)

Time	IP Address	Geolocation	Browser	OS
06/01/2022 | 17:40:27 (GMT)	12.139.123.91	-	Chrome 98	Windows 10

- Document emailed
  Sent to - Rebecca Lavie (lavirc@jea.com)

Time	IP Address	Geolocation	Browser	OS
06/01/2022 | 17:40:32 (GMT)	-	-	-	-

- Email link authenticated by Rafael E. Frias (FriasRE@BV.com)

Time	IP Address	Geolocation	Browser	OS
06/01/2022 | 17:42:31 (GMT)	147.182.80.16	-	Chrome 102	Windows 10

- Email link authenticated by Rafael E. Frias (FriasRE@BV.com)

Time	IP Address	Geolocation	Browser	OS
06/01/2022 | 17:42:33 (GMT)	147.182.80.16	-	Chrome 102	Windows 10

- Document viewed by Rafael E. Frias (FriasRE@BV.com)

Time	IP Address	Geolocation	Browser	OS
06/01/2022 | 17:42:33 (GMT)	147.182.80.16	-	Chrome 102	Windows 10

- Email link authenticated by Rafael E. Frias (FriasRE@BV.com)

Time	IP Address	Geolocation	Browser	OS
06/01/2022 | 17:43:18 (GMT)	147.182.80.16	-	Chrome 102	Windows 10

- Email link authenticated by Rafael E. Frias (FriasRE@BV.com)

Time	IP Address	Geolocation	Browser	OS
06/01/2022 | 17:43:19 (GMT)	147.182.80.16	-	Chrome 102	Windows 10

- Document viewed by Rafael E. Frias (FriasRE@BV.com)

Time	IP Address	Geolocation	Browser	OS
06/01/2022 | 17:43:19 (GMT)	147.182.80.16	-	Chrome 102	Windows 10

- Email link authenticated by Rebecca Lavie (lavirc@jea.com)

Time	IP Address	Geolocation	Browser	OS
06/01/2022 | 18:13:41 (GMT)	12.139.123.91	-	Chrome 99	Windows 10

- Document viewed by Rebecca Lavie (lavirc@jea.com)

Time	IP Address	Geolocation	Browser	OS
06/01/2022 | 18:13:41 (GMT)	12.139.123.91	-	Chrome 99	Windows 10

- Email link authenticated by Rebecca Lavie (lavirc@jea.com)

Time	IP Address	Geolocation	Browser	OS
06/01/2022 | 18:13:46 (GMT)	107.22.237.122	-	Chrome 99	Windows 10

- Document viewed by Rebecca Lavie (lavirc@jea.com)

Time	IP Address	Geolocation	Browser	OS
06/01/2022 | 18:13:46 (GMT)	107.22.237.122	-	Chrome 99	Windows 10

- Email link authenticated by Rebecca Lavie (lavirc@jea.com)

Time	IP Address	Geolocation	Browser	OS
06/01/2022 | 18:14:35 (GMT)	142.234.51.200	-	Chrome 101	Windows 10

- Document viewed by Rebecca Lavie (lavirc@jea.com)

Time	IP Address	Geolocation	Browser	OS
06/01/2022 | 18:14:39 (GMT)	142.234.51.200	-	Chrome 101	Windows 10

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Time	IP Address	Geolocation	Browser	OS
06/01/2022 | 18:15:00 (GMT)	12.139.123.91	-	Chrome 99	Windows 10

- Document eSigned by Rebecca Lavie (lavirc@jea.com)
  Signature Method - Signature Typed

Time	IP Address	Geolocation	Browser	OS
06/01/2022 | 18:15:00 (GMT)	12.139.123.91	-	Chrome 99	Windows 10

- Document emailed
  Sent to - Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
06/01/2022 | 18:15:10 (GMT)	-	-	-	-

- Email link authenticated by Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
06/01/2022 | 18:24:12 (GMT)	67.190.249.60	-	Chrome Mobile 102	iOS 15

- Document viewed by Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
06/01/2022 | 18:24:13 (GMT)	67.190.249.60	-	Chrome Mobile 102	iOS 15

- Email link authenticated by Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
06/01/2022 | 18:24:21 (GMT)	52.72.122.73	-	Chrome Mobile 102	iOS 15

- Document viewed by Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
06/01/2022 | 18:24:22 (GMT)	52.72.122.73	-	Chrome Mobile 102	iOS 15

- Certinal eSign Terms of Use, User Disclosure and Privacy Policy associated with this document have been agreed by Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
06/01/2022 | 18:24:47 (GMT)	67.190.249.60	-	Chrome Mobile 102	iOS 15

- Document eSigned by Jenny McCollum (gleejs@jea.com)
  Signature Method - Signature Drawn (Pre-Saved)

Time	IP Address	Geolocation	Browser	OS
06/01/2022 | 18:24:47 (GMT)	67.190.249.60	-	Chrome Mobile 102	iOS 15

- Email link authenticated by Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
06/01/2022 | 18:24:50 (GMT)	64.120.28.50	-	Chrome 101	Windows 10

- Final Agreement Emailed
  Sent to - Jenny McCollum (gleejs@jea.com)
  Rebecca Lavie (lavirc@jea.com)
  Jessica Talley (talljb@jea.com)
  Rafael E. Frias (FriasRE@BV.com)

Time	IP Address	Geolocation	Browser	OS
06/01/2022 | 18:24:54 (GMT)	-	-	-	-

End of Report

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Rafael E. Frias (FriasRE@BV.com)	Signed Date	Yes	Page No. 5	Jun 01,2022 | 13 39:05 (GMT -5:00)	06/01/2022 | 17 39:05 (GMT)
Jessica Talley (talljb@jea com)	Signature	Yes	Page No. 5	Jessica Talley Signed on Jun 01,2022 | 13 40 22 (GMT -5 00)	06/01/2022 | 17:40:25 (GMT)
Jessica Talley (talljb@jea.com)	Signed Date	Yes	Page No. 5	Jun 01,2022 | 13:40:25 (GMT -5:00)	06/01/2022 | 17:40:25 (GMT)
Rebecca Lavie (lavirc@jea.com)	Signature	Yes	Page No.: 5	Rebecca Lavie Signed on Jun 01 2022 | 14 15 00 (GMT -5 00)	06/01/2022 | 18 15:03 (GMT)
Rebecca Lavie (lavirc@jea.com)	Signed Date	Yes	Page No. 5	Jun 01,2022 | 14:15:03 (GMT -5:00)	06/01/2022 | 18 15 03 (GMT)
Jenny McCollum (gleejs@jea.com)	Signature	Yes	Page No.: 5	Signed on Jun 01,2022 | 14 24 47 (GMT -5 00)	06/01/2022 | 18.24.50 (GMT)
Jenny McCollum (gleejs@jea.com)	Signed Date	Yes	Page No.. 5	Jun 01,2022 | 14:24:50 (GMT -5:00)	06/01/2022 | 18:24:50 (GMT)

Parties accepted the User Disclosure: Rafael E. Frias (FriasRE@BV.com), Jessica Talley (talljb@jea.com), Rebecca Lavie (lavirc@jea.com), Jenny McCollum (gleejs@jea.com)

Company and its Users' Disclosure Regarding Conducting Business Electronically, and Signing Documents Electronically

By using Certinal Application, you hereby specifically provide your consent to use Certinal Application for receiving notifications electronically and/or electronically signing e-documents rather than executing those documents through wet signatures. If you do not wish to receive notifications electronically and/or execute e-documents by applying electronic signatures, then you may withdraw your consent in following manner:

- You may notify the sender by writing email to the sender of e-document that you do not wish to execute e-documents by applying electronic signatures.
- You may write email to the sender of e-document and ask the sender to provide print of the document for executing the same by applying wet signatures.
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Any such action of yours by which you do not proceed to electronically sign e-documents shall be construed as withdrawal of your consent to electronically sign e-documents.

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System Requirements	
RAM Requirements	Minimum: 8GB Recommended: 16GB
Hard Disk Requirements	100GB
Supported Operating system	MAC OS X v11 or later and Windows 8, 10
Supported Browser	**Edge Chromium based browser Recommended* *Edge Version 81.0.416.58 +* *Firefox Version 75.0 +* *Chrome 78.0.3904.97 +* *Safari 11 +*
System Resolution	1920*1080, 1024*768, 1152*864, 1366*768, 1440x900, 2560*1600, 3072*1920
Additional Hardware/Software Requirements	4 Cores (CPU)

Please note that Edge Chromium based browser, Firefox, and Chrome are evergreen browsers with automatic updates. Support is provided for two of their latest stable releases. The supported versions will change as and when they release a new version.

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ENGINEERING SERVICES FOR CITY OF JACKSONVILLE

HOGAN'S CREEK RESTORATION – UTILITY RELOCATION EVALUATION

City of Jacksonville, Florida

13 JUNE 2023

BLACK & VEATCH
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BLACK & VEATCH CORPORATION
4500 SALISBURY RD, SUITE 190, JACKSONVILLE, FL 32216
+1 (904) 738-4365 | MOBLEYDR@BV.COM

June 13, 2023

Mr. Steve Long, P.E.
Director of Public Works
City of Jacksonville

Subject: Hogan's Creek Restoration – Utility Relocation Evaluation

Dear Mr. Long:

Black & Veatch Corporation (CONSULTANT) is pleased to submit this proposal to support the City of Jacksonville by evaluating the extent of impacts and cost of relocating JEA utilities within the project boundary of the City of Jacksonville's Hogan's Creek Restoration Project.

Background and Objectives

Hogan's Creek runs from Pearl Street through downtown Jacksonville past UF Health Campus and eventually discharges into St. John's River near JEA owned Bay Street Pump Station. Sections of the Creek are flow through culverts and other sections are open with vertical walls. Hogan's Creek is prone to flooding after rain events. City of Jacksonville (COJ) is planning to uncover, realign, and widen the Creek to mitigate flooding. JEA owns and operates linear assets and infrastructure that will conflict with the proposed Creek improvements. COJ has requested for CONSULTANT to evaluate relocation of existing underground utilities and develop an associated Opinion of Probable Construction Cost (OPCC).

From CONSULTANT's preliminary review of JEA's GIS, at a minimum, the following utilities are likely to be impacted by COJ's project and will be evaluated as part of this scope.

System Type	Diameter	Number Impacted
Gravity Sewer	6"-30"	12
Force Main	4"-42"	12
Potable Water	2"-36"	19
Chilled Water	8"-30"	6
Lift Stations		3
Water Supply Wells		2

The following scope of services is included in this proposal.

TASK 1 – PROJECT COORDINATION

Subtask 1.1 – Project Management and Admin

Provide supervision and coordination of the project team, review of project billings, and general project administration for the project period. CONSULTANT will also develop a Work Plan which will include the project description, project team, communication guidelines, and a project schedule.

Deliverables

- Project Work Plan (via electronic delivery)

Subtask 1.2 – Project Initiation Meeting

CONSULTANT will conduct a project initiation meeting with COJ staff to identify and discuss project requirements, project limits, project schedule, and review pertinent available data. CONSULTANT will prepare minutes of meeting and issue to meeting attendees.

Deliverables

- Project Initiation Meeting Agenda and Minutes (via electronic delivery)

Subtask 1.3 – Progress Meetings

CONSULTANT will participate in regular progress meetings with COJ at key milestones. The intent of these meetings is to review project progress and exchange ideas and information. It is anticipated that these meetings will be held after the following critical milestones:

- CONSULTANT's review of existing data to confirm the utilities to be relocated
- CONSULTANT's proposed relocation limits
- OPCC review

CONSULTANT will conduct a site visit over a period of one day with COJ to review JEA assets within COJ's project boundary. The site visit is meant for visual inspection to confirm information contained in GIS and as-built records and document observations of any changed conditions.

Deliverables

- Progress Meetings Agenda and Minutes (via electronic delivery)

TASK 2: DATA REQUEST AND REVIEW

Subtask 2.1 – Data Request

CONSULTANT has received GIS information and as-built records for JEA's assets. CONSULTANT will review GIS information and as-builts and provide a data request to COJ and JEA for any additional information necessary to evaluate relocation limits and proposed routing. The following information will be requested and reviewed:

- Design and operating data of existing lift stations and gravity mains.

Deliverables

- Data Request (via electronic delivery)

TASK 3: UTILITY RELOCATIONS

Subtask 3.1 - Utility Relocation Limits

After review of the Preliminary Design of Hogan's Creek, CONSULTANT will identify JEA's assets in conflict with the proposed improvements. CONSULTANT will review the applicable as-builts and conduct site visits to identify the appropriate relocation limits. CONSULTANT will review available design and operating data of existing lift stations and water supply wells to identify available capacity and potential re-routing of gravity mains and other linear assets.

Deliverables

- Exhibits showing Proposed Relocation Extents (via electronic delivery)

Subtask 3.2 – Utility Relocation Plan

For each utility crossing Hogan's Creek, CONSULTANT will evaluate potential trenchless installation techniques and recommend the most appropriate one. For conflicting utilities parallel to Hogan's Creek, CONSULTANT will conduct a desktop research, review JEA's GIS, and perform a site visit to recommend a viable pipeline route for each utility to be relocated.

CONSULTANT will evaluate the existing lift stations and identify any lift station improvements necessary to accommodate flows from the re-routed gravity sewers. CONSULTANT will identify existing water supply wells within the project boundary and develop preliminary relocation plans within the existing well field.

CONSULTANT will document all findings, assumptions, and recommendations in a memorandum that will be submitted to COJ for review and comment.

Deliverables

- Draft Memorandum documenting findings and recommending utility relocation plan (via electronic delivery)

Subtask 3.3 – OPCC

Upon receiving feedback from COJ on the draft Memorandum prepared as part of Subtask 3.2, CONSULTANT will develop a Class V OPCC as per the Association for the Advancement of Cost Consulting International (AACE) for budgetary construction costs of implementing the recommended utility relocation plan.

CONSULTANT will finalize the draft Memorandum developed as part of Subtask 3.2 and include the Class V OPCC.

Deliverables

- Final Memorandum documenting findings and recommended utility relocation plan (via electronic delivery)
- Class V OPCC

ASSUMPTIONS AND LIMITATIONS

The following assumptions and limitations are applicable to this scope of work.

- Only water supply wells, lift stations, and pipeline infrastructure will be evaluated. Buried electric utilities, fiber optic, and overhead electric are not included as part of this scope.
- Hydraulic modeling is not included. Proposed relocations of gravity mains will be based on proximity to existing lift stations and elevations. Where necessary, new lift stations may be proposed.
- The Bay Street Pump station will not be impacted by the COJ project and is not included as part of this scope.
- Hydrogeological investigations are not part of this scope. It is assumed that water supply wells impacted by the COJ project can be relocated within the existing well field on existing JEA property. Existing wells will be capped and abandoned.
- The preferred trenchless installation method is horizontal directional drilling (HDD). Only in instances where HDD is not feasible other trenchless installation techniques will be evaluated.
- Proposed asset relocation plans will be preliminary, for planning purposes only, and based on available information. Additional investigations will be necessary during preliminary design to finalize route.

SCHEDULE

The anticipated project duration for the above scope is 6 months.

PROPOSED FEE

The proposed fee for this project is a total lump sum fee of $119,520. The breakdown of the fee is presented in Attachment A.

Thank you for the opportunity to provide COJ with this proposal and we look forward to assisting you with this assignment. Should you have any questions, please feel free to contact me at (904) 738-4365.

Very truly yours,

Dustin Mobley, P.E.
Project Manager

ATTACHMENT A

Budget Worksheet

Owner: JEA

Project: Hogan's Creek Restoration - Utility Relocation Evaluation

PHASE/Task		Project Director	Project Manager I	Admin Support II	Senior Engineer II	Project Engineer IV	Project Engineer I	Technician/ Staff Designer I	Senior Engineer II	Accountant	Project Controls	SUBTOTAL, Hours	SUBTOTAL, Billings $	SUBTOTAL, EXPENSES	TOTAL Billings
(Billing Rate, $/Hr.)		$290.00	$210.00	$95.00	$220.00	$190.00	$160.00	$120.00	$220.00	$115.00	$160.00				
WORK BREAKDOWN STRUCTURE	**PHASE**														
Task 1 - Project Coordination	0100	-	-	-	-	-	-	-	-	-	-	-	$ -	$ -	$ -
Subtask 1.1 - Project Management & Admin	0101	4	16	10	-	-	-	-	-	16	12	60	$ 9,610	$ -	$ 9,610
Subtask 1.2 - Project Initiation Meeting	0102	1	1	4	-	-	-	-	-	-	-	6	$ 870	$ -	$ 870
Subtask 1.3 - Progress Meetings	0103	-	-	-	-	-	-	-	-	-	-	-	$ -	$ 1,500	$ 1,500
Task 2 - Data Request and Review	0200	-	2	-	8	-	16	-	-	-	-	26	$ 4,740	$ -	$ 4,740
Task 3 - Utility Relocations	0300	-	-	-	-	-	-	-	-	-	-	-	$ -	$ -	$ -
Subtask 3.1 - Utility Relocation Limits	0301	2	8	-	20	8	84	80	-	-	-	180	$ 28,060	$ 1,000	$ 29,060
Subtask 3.2 - Utility Relocation Plan	0302	4	8	-	40	24	140	-	-	-	-	216	$ 38,560	$ 1,000	$ 39,560
Subtask 3.3 - OPCC	0303	4	10	-	20	8	60	-	16	-	-	118	$ 22,260	$ 1,000	$ 23,260
		-	-	-	-	-	-	-	-	-	-	-	$ -	$ -	$ -
Total, Hours		21	57	14	184	40	300	80	16	16	12	660			
Total, Billings		$ 6,090	$ 11,970	$ 1,330	$ 22,880	$ 7,600	$ 48,000	$ 10,080	$ 3,520	$ 1,840	$ 1,920		$ 115,620	$ 4,500	$ 119,520