

SCANNED

990001

DECLASSIFIED

ATTACHMENT G

DOCUMENT NUMBER-DATE

06408 JUL-68

FPSC-RECORDS/REPORTING

COMPANY:
TITLE:
DATE:
AUDITOR:

FPL
BID EVALUATION
MARCH 5, 1995
RAYMOND GRANT

WP NO. 22

COMPANY INVITED TO BID
DATE JULY 19, 1991
4:00 P.M.

DATE
RESPONSE
RECEIVED

BID
YES/NO

BID AMOUNT
PER PROPOSAL

BID AMOUNT PER CO
EVALUATION ANALYSIS
AFTER CLARIFICATION
LETTERS

BID
ACCEPTED/
REJECTED

CONFIRM
LETTER
SENT

CONFIRM
RESPONSE
AGREES
WITH BID
PROPOSAL

source:
list provided by FPL

WP 44-1

letter from
contractor
wp 44-1/1
THRU 44-1/8

from bid
proposal
WP
44-1/2-2

44-1/2-1
P1 + P2

from fpl
evaluation
analysis
WP 44-1/2-2

WP 44-1/3

WP 44-1/4

MICHAEL CURREN & ASSOCIATES
7700 SAN FELIPE SUITE 340
HOUSTON, TEXAS 77063

RESPONSE
LETTER DATED
3/21/92

YES

\$7,692,022

\$7,692,022 REJECTED

YES

YES

RALPH PENDARVIS

LATEX
1353 FARMER ROAD
CONYERS, GA 30207
DAVID STOTZ

NO DATE ON
RESPONSE LETTER

YES

\$5,384,567

\$5,695,361 ACCEPTED

YES

YES

CRAIN BROTHERS INC.
HIGHWAY 82
GRAND CHANIER, LA 70642
CHARLES PERRY
PRESIDENT

RESPONSE LETTER DATED NO
3/30/92 COMPANY NOTES
SAY DECLINED

N/A

N/A

N/A

YES

YES

GREGORY & COOK INC.
7575 SAN FELIPE SUITE 350
HOUSTON, TEXAS 77063
RONNIE WISE

RESPONSE LETTER
DATED 3-26-92

NO

N/A

N/A

N/A

YES

YES

WOODSON
183 SOUTH BEADLE ROAD
LAFAYETTE, LA 70508
MARK ROBERTS

RESPONSE LETTER
DATED 3/31/92

YES

\$7,488,880.00

\$7,488,880.00 REJECTED

YES

NO

Did not receive
response. Per
company's Rep. Bid
documents were
thrown away

MURPHY BROTHERS
3150-5TH AVE
EAST MOULNE, IL 61244
WILLIAM F. MURPHY,
PRESIDENT

RESPONSE LETTER
DATED 3/31/92

YES

\$5,467,144 REJECTED

REJECTED

YES

YES

SHEENAN
1924 SOUTH UTICA AVE SUITE 1100
TULSA, OK 74104

RESPONSE LETTER
DATED 3/31/92

YES

\$6,521,570 REJECTED

REJECTED

YES

YES

R. DAVID SHEEHAN JR.

WHC INC
300 INDUSTRIAL TRACE
BROUSSARD, LA 70518
OSCAR KESSINGER

RESPONSE LETTER
DATED 3/31/92

YES

\$5,819,065 REJECTED

REJECTED

YES

YES

44-1

COMPANY: FPL
TITLE: BID QUALIFICATION & SELECTION
PERIOD: 12 MONTHS ENDED 3/31/93
DATE: MARCH 8, 1995
AUDITOR: RAYMOND GRANT

A bidder prequalification questionnaire of items relevant to the natural gas pipeline was developed by FPL personnel, the pipeline architect/engineer (Universal Ensco Inc) and FGT Co. and sent to 20 pipeline contractors.

An analysis of the prequalification questionnaire yielded eight contractors who were invited to bid. These eight contractors were Curren, Latex, Crain Brothers, Gregory & Cooke, Woodson, Murphy Brothers, Sheehan and WHC. Two contractors (Crain Brothers and Gregory Cooke later decided not to bid for the project.

The predetermined process for evaluating bids was to a technical weight of 20% and a commercial rate of 80%. After the first evaluation it was determined that three bidders were unacceptable. One bidder (Sheehan) had submitted insufficient technical, schedule or construction planning information to allow any evaluation. Two (WHC and Murphy) were not able to or unwilling to meet the environmental compliance requirements. The remaining three bidders, Latex Construction, Woodson Companies and Curran Companies, were sent bid clarification letters.

The evaluation process (20/80) was again used, based on their responses and using the selected construction options. Latex was determined to be the successful bidder with the lowest bid of \$5,630,638.5 and the highest total point of 98.51.

Base Bid	\$5,695,360.50	44-1/2
Reduce Mobilization'	(\$75,000.00)	
Waive payment Bond'	(\$31,360.00)	
Delete off Site Concrete	(\$26,880.00)	
Add Concrete 1' on 20' O.D. 1600'	\$19,712.00	
Add Concrete 3.7" on 20' O.D. 25,000'	\$386,000.00	
Delete Wetlands	(\$337,194.00)	

New Total	\$5,630,638.50	44-1/3
	=====	

Qualification and Selection Process

Bidder prequalification

A questionnaire of items relevant to the Martin North Natural Gas Pipeline was developed and sent out to pipeline contractors. The list of contractors was developed from a master listing of the qualifications of cross-country pipelines in "Pipeline & Utilities Construction," and from recommendations of FPL personnel, the pipeline architect/engineer (Universal and Florida Gas Transmission Co., Inc), areas covered in the questionnaire included:

1. Organization

2. Location

3. Union / Non-Union Labor

4. Licenses
5. Equipment and Facilities
6. Personnel
7. Subcontract Work
8. Recent Related Work and Client References
9. Safety
10. Drug and Alcohol Abuse Policy
11. Management Systems
12. Procurement
13. Working in Wet Trenches
14. South Florida Environment

Each criterion was assigned a weight and each contractor was ranked on each criterion. References and feedback from

lients was taken into consideration.

The scores yielded a "short list" of

six contractors who were invited to

submit proposals. These six were

Curran, Latex, Murphy Bros., Sheehan,

WHC, and Woodson. Responsive proposals

were received from all six. The

evaluation process included technical criteria

developed jointly by FPL and Universal, and

commercial criteria developed by FPL.

The evaluation was weighted 70 technical

and 30 commercial. The lowest

evaluated bidder was Latex Construction

Company from Atlanta, Ga. The bid

4

package and contract were structured to be a lump sum arrangement, with unit prices included to cover unknown potential extra work items, as well as known work items whose quantities were indefinite. Such items included environmentally required features (hay bales, silt fence, and matting for use in wetlands) and concrete coating for pipe to be installed in wet areas (quantity was not determined until shortly before construction began; it was dependent upon rainfall preceding and during construction). Latex offered a very attractive lump sum price, as well as reasonable rates

5

for unit priced items. Latex's experience in Florida and other areas as well as their financial position, safety record, and client recommendations also contributed to their selection. Good proposals were also received from the other five bidders. However, Latex's overall evaluated score made them a clear selection.

SCHEDULE

The contract was awarded to Latex on May 28, 1992. Only two contract milestone dates were included:

1. Start of Construction October 5, 1992
2. Construction Complete March 1, 1993
(including testing and drying, ready for start-up)

Upon the issuance of a "Commence Work" DWA by FPL on August 21, 1992, Latex began concrete coating of FPL-provided pipe through a subcontractor, Compression Coat, Inc. on August 28.

④ Latex officially mobilized on October 5, 1992.

However, construction work actually began

~~construction work~~ on October 12.

The hydrostatic test was successfully completed on the first effort on January 14, 1993, and the cleaning and dorying of the line was completed on

January 20. Subsequent work included electric wiring, painting and cleanup, restoration and seeding/sodding. Latex's last people left the site on March 24.

4. A schedule incentive had been placed in the contract for early completion. A maximum of seventeen bonus days at \$2500 per day was set; payments for early completion could begin for substantial

Completion by January 17, 1993, capped at a maximum for early completion by January 1, 1993. Latex did not receive any portion of this incentive, since cleaning and drying was completed on January 20. Latex's schedule performance was no doubt affected by very heavy rainfall which fell during the construction period. Liquidated Damages were included in the contract. These called for a payment of \$5000 per day for each day the Work might be incomplete beyond the Milestone Date of March 1, 1993. Since Latex's work was substantially complete by this

date, Liquidated Damages were not pursued.

Quantities

The pipeline is 23.1 miles long (121,968 feet

Included in Latex's scope were the installation of a pig launcher and associated valving, a pig receiver, a pressure reduction/control station (including 2 main feeds, a start-up feed, and a by-pass), and two intermediate main line block valve stations.

Ⓛ
manpower

The budget for pipeline installation was

The contract lump sum was written for \$5,630,636. However, it was known that indeterminate quantities of concrete coating, hay bales, silt fence, and equipment matting would be required. (An "allowance" of \$405,712 was included in the lump sum for concrete coating.) These items were added by Contract Change Order when quantities became apparent. These amounts were

Concrete Coating	\$ 15,456
------------------	-----------

Hay Bales	76,000
-----------	--------

Silt Fence	146,500
------------	---------

Matting	337,914
---------	---------

4 An interconnecting cross tie to link the new 20" pipeline with the existing 18" line serving Martin Units 1 & 2 was added to Latex's scope. The value of this Change Order was \$78,530.

- A Unanticipated work was also included in the scope by change order. Such items included work resulting from the change of location of the pressure reduction station (\$28,592), the rebuilding of an existing road along FPL's 500 KV transmission lines, earthwork to help settle a claim with an easement landowner, and installation of driveways and culverts to a valve station (\$19,203).

4 Incentives (covered below) earned by Latex were covered by CCO. The total for these was \$44,000.

4 The total contract value was

Change Orders

The most significant change orders and their causes are given above. The total amount authorized on CCO's was of this amount, \$575,870 (%) was for things that were known to be required, but whose quantities could not be identified in the lump sum; \$78,530 (%) was

additional scope charged to others in FPL for their benefit (Interconnecting Tie to Units 1 & 2); and \$44,000 () was for incentives, offered for FPL's benefit and earned by Latex. Thus, \$698,400 (77.7 %) of all funds authorized by change order were anticipated by FPL but not included in the lump sum.

The remaining \$ 77,166 (1.2 % of a scope change authorized by change orders) were for unforeseen items. (This represents 1.4 % of the original lump sum contract amount, or 1.2 % of the anticipated total.) As mentioned above, one third of this (\$28,592) was for

design changes to accommodate changed field conditions, and two thirds () was for improving an existing FPL road, settling with landowners, ^{and} improving access for FPL operating groups who will use the pipeline.

Quality of Work

In general, the quality of work was very good. A quality incentive of \$10,000 was offered for completion of a successful hydrostatic test with no leaks on the first attempt. Latex earned this incentive.

4 all sixth welds (100%) were radiographed ₁₅

5
and inspected on the job. Problems were detected as soon as they arose, addressed, and resolved, as reflected by the hydro.

Re-grading and cleanup of the right-of-way was done to industry standards. After initial discussions of what the extent of cleanup would be and what methods would be used, Latex cleaned the construction corridor well. Regrading was done to normal standards or better. However, FPL must still address with the South Florida Water Management District the SFWMD's "pre equals post" criteria (post construction contours must

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match pre construction contours). With no tolerances given, and knowing that clearing trees and running equipment will lower the elevation of an area, it is not feasible to have a contractor restore all elevations for 23 miles to their exact original configuration.

SAFETY

An incentive schedule was placed in the contract to encourage safe work practices:

No Lost Time Injuries	\$ 20,000
One Lost Time Injury	\$ 14,000
Two Lost Time Injuries	\$ 7,000

Latex completed the work with one lost time injury. Pipeline work, like some other types of construction, is inherently dangerous work. Latex's safety record submitted with their bid indicated

Environmental

an incentive to maintain a good relationship with SFWMD, the Department of Environmental Regulation, and the Department of Transportation was included in the contract: \$20,000 for no work stoppages by order of any government agency. With no stop work orders, Latex

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earned this bonus. There was, however, room for improved performance. Latex did have an accidental spill of hydraulic oil while working in a wetland. The incident was not reported until it was discovered days later by FPL representatives. Once they reported the incident, Latex took proper steps to clean up the spill. The DER elected not to pursue fines against Latex or FPL.

¶ In protecting wetlands from impacts from construction, Latex was cooperative in implementing the required preventive measures (using hay bales, silt fences, and matting in wetlands). However, their initiative

in performing required on-site tests for pH, total suspended solids, and turbidity was lacking at the onset, and the execution of these tests required more attention than should have been necessary from FPL. Numerous exceedances of TSS and turbidity were reported. However, this is a temporary impact, and is probably normal when trenching through wetlands. The DER again elected not to pursue fines for these exceedances.

Subcontractors / Suppliers

Subcontractors which were used by Latex included

Michels Pipeline Constr. Directional Drilling

Keith Kerr Constr. Dewatering / Horizontal Boring

Compression Coat Concrete Coating of Pipe

Edwards Electric Electrical Work

Kipfer & Dunne Concrete Work

Fred Neumann Painting & Sandblasting

all of the above contractors performed acceptably

In particular, Michels and Compression Coat

seemed to be very well organized and had

competent people in key positions and good

equipment to make the work go smoothly.

The Lessons Learned from this project fall into two categories : (1) related to the Construction Package ; (2) other than the Construction Package

A. Lessons Learned related to the Construction Package

1. Plan to start construction with more than enough time to complete. Pipeline work is more weather - dependent than other types of construction
2. Include incentives in Contract. Make sure they are relevant. Particularly for environment incentives, be sure the incentive addresses the desired quality
3. The Owner should procure only the large items (pipe material, large valves, control

22
valves, filter separator, launcher/receiver).

The Contractor should provide all small items (small valves, consumables, etc).

4. Keep X-ray out of Contractor's scope.

However, staff the job sufficiently so that this is not a bottleneck. Crawler-type radioactive source carriers (used inside the pipe) expedite the work. Have plenty of spare batteries.

5. Keep other technical work (SCADA, Cathodic Protection) out of main pipeline Contractor's scope.

6. Try to have all Agency requirements in hand as early as possible. This

will enable them to be written into the construction contract (a vague reference to a reference to a reference is not good contract practice and leads to "Gotcha's!")

If this is not possible, at least have a technical review of Agency requirements, so that any unreasonable ones can be contested and negotiated before work starts.

• An example is "Pre equals post." (Post construction contours must equal pre construction contours.) If enforced to the letter with no tolerances, this requirement could cost FPL millions of dollars. A reasonable tolerance should be established up front so that

we can plan for it and include it in our contract

7. Perform a pre-survey of lands to be crossed before work begins. This should include a walking video of the route, showing as many details as possible of fences, buildings, ground grades, lawn grass, wetlands etc. A slow, low-level helicopter video by a specialty contractor is also a very good idea. These are reasonably low-cost precautions. One source for a slow flying video is Skyvision in Houston, Texas.

a sample video of their work was reviewed and would have been useful on the Martin Pipeline

8. Environmental compliance is a difficult area. Many pipeline contractors are not yet sufficiently aware enough of the gravity of these requirements.

④ There is a great difference between the expectations of Agencies (idealistic perfectionists with no concern for the cost of compliance) and those of Contractors (pragmatists with little appreciation for the detail concerns of the environment, and a great concern for the cost of compliance). It falls to the Owner (permittee) to bridge the gap.

④ Simply including a reference to Agency

requirements in a contract is not enough.

a thorough review of environmental requirements should be done with the Contractor prior to award.

This has the scary possibility of becoming very expensive - especially if every possibility

is considered. Therefore, it is important to

have knowledgeable consultation in the

development of our up-front commitments.

Even preliminary budget numbers are guesses

if environmental compliance requirements are

not understood.

4. Environmental field inspection should be

done by personnel who have an appreciation

for both sides of the issue. It should

be made clear who is responsible for environmental compliance and who calls the shots in the field.

- 4 If the Contractor is to be held ultimately responsible, the inspector's role should not be only to report when violations occur, but should also include an involvement to help prevent violations. The need for a team effort in this area is very apparent.

B. Lessons Learned other than for the Construction Package

1. Definitely include pipeline specialty (i.e., smaller A/E's on bid list for design work.
2. For obtaining easements, use a specialty firm. If this is not possible, at least

make sure that FPL agents are trained in theory and nomenclature of pipeline construction.

Make sure landowners understand what will be happening on their property.

3. When making commitments early on (e.g. during Certification efforts), have experienced pipeline people on board; as a minimum, have them review commitments to be made (do not rely solely on a large A/E to do this).

4. Receipt of Certification is not the end of the addition of Agency requirements.

In fact, up until Certification, the technical concerns are very general. The hard part

begins after Certification. Post-Certification submittals can be a source of great pain. It would be best to have the specialty A/E on board as early as possible in order to include such submittals in his scope, and to allow the A/E a chance to understand the requirements.

5. Beware railroads. They can move very slowly in granting permission to cross their tracks. They may have several pre-existing senior agreements with other utilities, all of which must grant permission to cross. Railroads may not divulge all this up front. They may have hidden

agendas. They may require a large fee (\$25,000) for a permit to cross. Apply early.

6. There is a gray area between Agency (SFWMD, DER) requirements and landowner requirements. Negotiations with landowner for easements should be done with Agency requirements in mind. Landowners should be advised of such requirements.

7. General Approach

BID SUMMARY SHEET

BID DUE DATE

March 25, 1992

INQUIRY NO. 928-104578		ESTIMATE		JOB LOCATION/DESCRIPTION Natural Gas Pipeline	
VENDORS:					
Michael Curren		Latex		Crain Brothers	
Gregory & Son					
VENDOR NO.		VENDOR NO. V011804		VENDOR NO.	
MINORITY VENDOR YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		MINORITY VENDOR YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		MINORITY VENDOR YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
7,692,022 ⁰⁰ 44-1		5,695,360 ⁵⁰ 44-1 44-1 413		No Bid x 44-1 413	
After Responses + Options chosen				* No Bid 44-1 414	
9,007,662 ⁰⁰		6,626,418 ⁰⁰		* Confirmation Response to No Bid.	

REASON FOR AWARD

- ☐ Low Dollar Value
☐ Sole Source-per attached memo or as noted on RPA
☐ Written Quote Requested
☐ Only Responsive Bidder-time did not permit additional solicitation
☒ Lowest Evaluated Bid
☐ Single Source-see attached justification
☐ Competitively Bid on BPO No.
☐ OEM (Original Equipment Manufacturer)
☐ Other-explain

 WERE MINORITY VENDORS CONSIDERED? YES ☐ NO ☒

 WERE MINORITY VENDORS AVAILABLE? YES ☐ NO ☒

COMMENTS/EXPLANATION See Attached Eval. Summary, Spread Sheets + Technical Eval.

 Final award for \$5,630,635⁵⁰ based on actual current anticipated concrete coating and withholding of some Environmental material which may or may not be required such as Matting Wetlands

 Correction to 5,630,638⁵⁰ made on 1st CCO 8/6/92

AWARD

Latex

5,630,635⁵⁰
 VENDOR
Latex

P. O. NO.

B 92577-90054

TYPE OF WORK

Construction of Gas Pipeline

COMPLETED BY

BIL SUMMARY SHEET

BID DUE DATE	01/25/2017
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INQUIRY NO. 928-104578		ESTIMATE		JOB LOCATION/DESCRIPTION	
VENDORS:					
Woodson		Murphy Brothers		Sheehan	
WHC INC.					
VENDOR NO.		VENDOR NO.		VENDOR NO.	
MINORITY VENDOR		MINORITY VENDOR		MINORITY VENDOR	
YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
7,488,880 ⁰⁰ 44-1		Environmentally Unacceptable		Technically Unacceptable	
After Responses + Options Chosen 8,763,217.50				Environmentally Unacceptable	

REASON FOR AWARD

- | | |
|------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|
| <input type="checkbox"/> Low Dollar Value | <input type="checkbox"/> Lowest Evaluated Bid |
| <input type="checkbox"/> Sole Source-per attached memo
or as noted on RPA | <input type="checkbox"/> Single Source-see attached
justification |
| <input type="checkbox"/> Written Quote Requested | <input type="checkbox"/> Competitively Bid on BPO No. |
| <input type="checkbox"/> Only Responsive Bidder-time did not
permit additional solicitation | <input type="checkbox"/> OEM (Original Equipment Manufacturer) |
| | <input type="checkbox"/> Other-explain |

WERE MINORITY VENDORS CONSIDERED? YES ☐
NO ☐

WERE MINORITY VENDORS AVAILABLE? YES ☐
NO ☐

COMMENTS/EXPLANATION

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

AWARD

ENDOR	P. O. NO.
PE OF WORK	COMPLETED BY

Item Qty.	Description	LATEX		WOODSON		CURRAN	
a-1	Mobilization		150,000.00		112,000.00		115,000.00
a-2	Demobilization		50,000.00		112,000.00		0.00
a-3	Materials						
	Mech.		296,508.00		205,000.00		325,600.00
	Civil		65,025.00		50,000.00		153,458.00
	Elec/I&C		62,000.00		72,000.00		93,500.00
a-4	35,150 Lay .344 pipe	24.07	846,060.50	36.40	1,279,460.00	35.90	1,261,885.00
	89,800 Lay .250 pipe	24.07	2,161,486.00	36.40	3,268,720.00	35.85	3,219,330.00
a-5	Directional Drill						
	1,099 0+65	192.00	211,008.00	200.00	219,800.00	188.00	206,612.00
	2,256 291+18	185.00	417,360.00	200.00	451,200.00	188.00	424,128.00
	766 755+16	200.00	153,200.00	200.00	153,200.00	188.00	144,008.00
a-6	Horizontal Borings						
	57 30th st	246.00	14,022.00	200.00	11,400.00	304.00	17,328.00
	57 33rd st	246.00	14,022.00	200.00	11,400.00	304.00	17,328.00
	125 Boat Ramp Rd	246.00	30,750.00	200.00	25,000.00	304.00	38,000.00
	53 S.W.66th ave	246.00	13,038.00	200.00	10,600.00	304.00	16,112.00
	50 S.W.72nd ave	246.00	12,300.00	200.00	10,000.00	304.00	15,200.00
	32 S.W.78th ave	246.00	7,872.00	200.00	6,400.00	304.00	9,728.00
	32 Landfill rd	246.00	7,872.00	200.00	6,400.00	304.00	9,728.00
	202 S.R. 714	246.00	49,692.00	200.00	40,400.00	304.00	61,408.00
	27 Cnt. Rd. E. I-95	246.00	6,642.00	200.00	5,400.00	304.00	8,208.00
	84 Cnt Rd. W. I-95	246.00	20,664.00	200.00	16,800.00	304.00	25,536.00
	130 S.R. C-609	246.00	31,980.00	200.00	26,000.00	304.00	39,520.00
	268 S.R. 710	246.00	65,928.00	200.00	53,600.00	304.00	81,472.00
	354 Plant Rd	246.00	87,084.00	200.00	70,800.00	304.00	107,616.00
a-7	1 Pig Launcher		42,912.00		150,000.00		99,280.00
	Receiver		56,368.00		150,000.00		89,320.00
	Filter Separator		15,346.00		60,000.00		78,633.00
	Tank		15,346.00		40,000.00		41,000.00
	Press. Red. Stn.		42,693.00		100,000.00		124,657.00
	Yard Wrk Fences		33,742.00		110,000.00		72,000.00
a-8	1 Mainl. Blk. Valve 1		36,035.00		67,000.00		46,500.00
	1 Mainl. Blk. Valve 2		36,035.00		67,000.00		46,500.00
a-9	33 Cathodic Prot	100.00	3,300.00	100.00	3,300.00	140.00	4,620.00
a-10	13 AC Volt Elim.	335.00	4,355.00	100.00	1,300.00	140.00	1,820.00
a-11	89 Warning Signs	112.00	9,968.00	100.00	8,900.00	60.00	5,340.00
a-12	1,600 Off site concrete	16.80	26,880.00	28.00	44,800.00	11.35	18,160.00
a-13	Hydro Test		213,213.00		75,000.00		114,887.00
a-14	Nit./purge		7,700.00		125,000.00		107,100.00
a-15	Dewatering	Included in a-4			175,000.00		32,800.00
a-16	Exotic Plant res.		8,400.00		20,000.00		21,500.00
a-17	Payment & Perf.		31,360.00		74,000.00		29,700.00
a-18	Misc.						
	Mat Wetland		337,194.00				367,500.00
	Pipeline Drying						
	Base Price		5,695,360.50		7,488,880.00		7,692,022.00

After Clarification
Letters

Pipeline

FPL
 Bid Summary Sheet
 Tye 3/31/95
 PBC

W 3/22/95
 RC
 3/21/98

OPTIONS

QTY	DESCRIPTION		LATEX		WOODSON		CURRAN
	BASE PRICE		5,695,360.50		7,488,880.00		7,692,022.00
57000	SILT FENCE	5.00	285,000.00	3.70	210,900.00	4.00	228,000.00
2600	HAY BALES	10.00	26,000.00	5.00	13,000.00	12.00	31,200.00
	SUB-TOTAL		6,006,360.50		7,712,780.00		7,951,222.00
60025	CONCRETE	10.33	620,058.25	17.50	1,050,437.50	17.60	1,056,440.00
	TOTAL		6,626,418.75		8,763,217.50		9,007,662.00
1090	HELIX 12"	700.00	763,000.00	375.00	408,750.00	733.00	898,970.00
	TOTAL		6,769,360.50		8,121,530.00		8,850,192.00
3530	BOLT ON WHT	250.00	882,500.00	450.00	1,588,500.00	375.00	1,323,750.00
	TOTAL		6,888,860.50		9,301,280.00		9,274,972.00
CONCRETE OPTION CHOSEN							
	BASE PRICE						
	WITH CONCRETE		6,626,418.00		8,763,217.50		9,007,662.00
	TECHNICAL POINTS		18.51		20.00		10.12
	COMMERCIAL POINTS		80.00		47.75		44.07
	TOTAL POINTS		98.51		67.75		54.19

P24
 44-6
 2-1

CP-8 PIPELINE PROJECT

TECHNICAL PROPOSAL EVALUATION CRITERIA

CRITERIA		LATEX	WOODSON	CURREN
3	1. SCHEDULE			
4	A. ENTIRE SCOPE OF WORK	✓	✓	
3	B. MILESTONE DATES		✓	
3	C. ACT. DURATION (MONTHS)	✓	✓	
3	D. MANAGEMENT SYSTEM	✓	✓	✓
	TOTAL	10	13	3
17	2. STAFFING			
3	A. SITE ORGANIZATION	✓	✓	✓
3	B. RESUMES		✓	✓
	C. HOW FILL POSITIONS	✓	✓	✓
3	1. CRAFT CLASSIFICATIONS		✓	
3	2. UTILIZATION OF LOCAL LABOR	✓	✓	✓
3	3. COMPANY LABOR POLICY		✓	✓
2	D. PRELIMINARY STAFFING PLANS	✓	✓	✓
	TOTAL	11	17	14
30	3. DEWATERING			
4	A. LOCATION OF DEWATERING AREAS	✓	✓	
4	B. METHOD	✓	✓	
4	C. MAX. DEPTH	✓		
4	D. LOCATION & SPEC. OF WELLS &/OR PUMP		✓	
4	E. DISCHARGE ROUTE & METHOD	✓	✓	
4	F. DURATION OF OPERATION			
3	G. ANALYSIS OF IMPACT	✓	✓	
3	H. LOCATION OF INFILTRATION TRENCH	✓		
	TOTAL	22	19	0
13	4. SAFETY PLAN			
3	A. CONTRACTOR SAFETY PROGRAM	✓	✓	✓
3	B. JOB SITE RULES	✓	✓	✓
3	C. POLICY FOR DRUG & ALCOHOL ABUSE	✓	✓	✓
2	D. LIGHT WORK DUTY PROGRAM	✓	✓	
2	E. EMR $>1:0$ $<1:1$ $<75=2$	2	1	1
	TOTAL	13	12	10
20	5. CONSTRUCTION PLAN			
5	A. BRIEF NARRATIVE OF PLAN	✓	✓	
2	1. PLANNED WORK HOURS	✓	✓	✓
2	2. SITE ACCESS REQUIREMENTS		✓	
1	3. LOCATION OF MAJOR EQUIPMENT			
1	4. FACILITIES, IMPACT ON SITE			

PBC

FPL
Technical Evaluation
Tye 3/21/88
PBL

RG
3/21/95

National
45-61" Fire-Ease
45-7 20 Buff
Made in USA

		1	2	3	4
			LATEX	WOODSON	CURREN
1	5 CONSTRUCTION PLAN (CONT'D)				
2	A 5. LIST OF SUB'S & SUPPLIERS	1/2	✓	✓	
3	2 6. % WORK BY CONTRACTOR/SUBS.	✓			✓
4	1 B. TEST PLAN	✓	✓		
5	1. PLAN				
6	2. SAMPLE OF TURNOVER DOCUM.				
7	1 C. HORIZONTAL DRILL CROSSING		✓		
8	PROPOSED PROFILE DWG				
9	1 D. LOCATIONS OF PUSH-PULLS	✓			
10	TOTAL	13	15	3	
11					
12					
13	X 7 6 TERMS & CONDITIONS	6	5	6	
14					
15					
16					
17					
18					
19					
20					
21	TOTAL SUB/D TERMS	67	75	34	
22	+ CONDITIONS				
23	AND END				
24					
25					
26	Total with T-C and	75	81	41	
27	EMR				
28					
29					
30					
31					
32					
33					
34					
35					
36					
37					
38					
39					
40					

P2

44-1
2-1
1

Commercial Prior to Technical Env. Evaluations

Item	Qty.	Description	LATEX	WOODSON	CURRAN	MURPHY	SHEEHAN	WHC
a-1		Mobilization	150,000.00	112,000.00	115,000.00	144,000.00	600,000.00	235,000.00
a-2		Demobilization	50,000.00	112,000.00	0.00	56,000.00	80,000.00	95,000.00
a-3		Materials						
		Mech.	296,508.00	205,000.00	325,600.00	Included in Bid Item	Included in a-7 & a-8	290,503.00
		Civil	65,025.00	50,000.00	153,458.00	" "	" "	17,250.00
		Elec/I&C	62,000.00	72,000.00	93,500.00	" "	" "	69,074.50
a-4	35,150	Lay .344 pipe	24.07 846,060.50	36.40 1,279,460.00	35.90 1,261,885.00	22.00 773,300.00	34.00 1,195,100.00	28.50 1,001,775.00
	89,800	Lay .250 pipe	24.07 2,161,486.00	36.40 3,268,720.00	35.85 3,219,330.00	21.80 1,957,640.00	30.00 2,694,000.00	28.15 2,527,870.00
a-5		Directional Drill						
	1,099	0+65	192.00 211,008.00	200.00 219,800.00	188.00 206,612.00	364.00 400,036.00	160.00 175,840.00	175.00 192,325.00
	2,256	291+18	185.00 417,360.00	200.00 451,200.00	188.00 424,128.00	256.00 577,536.00	130.00 293,280.00	110.00 248,160.00
	766	755+16	200.00 153,200.00	200.00 153,200.00	188.00 144,008.00	297.00 227,502.00	170.00 130,220.00	215.00 194,360.00
a-6		Horizontal Borings						
	57	30th st	246.00 14,022.00	200.00 11,400.00	304.00 17,328.00	260.00 14,820.00	200.00 11,400.00	191.00 10,887.00
	57	33rd st	246.00 14,022.00	200.00 11,400.00	304.00 17,328.00	260.00 14,820.00	200.00 11,400.00	191.00 10,887.00
	125	Boat Ramp Rd	246.00 30,750.00	200.00 25,000.00	304.00 38,000.00	200.00 25,000.00	250.00 31,250.00	135.00 16,875.00
	53	S.W. 66th ave	246.00 13,038.00	200.00 10,600.00	304.00 16,112.00	270.00 14,310.00	200.00 10,600.00	199.00 10,547.00
	50	S.W. 72nd ave	246.00 12,300.00	200.00 10,000.00	304.00 15,200.00	270.00 13,500.00	200.00 10,000.00	206.00 10,300.00
	32	S.W. 78th ave	246.00 7,872.00	200.00 6,400.00	304.00 9,728.00	365.00 11,680.00	200.00 6,400.00	272.00 8,704.00
	32	Landfill rd	246.00 7,872.00	200.00 6,400.00	304.00 9,728.00	365.00 11,680.00	200.00 6,400.00	272.00 8,704.00
	202	S.R. 714	246.00 49,692.00	200.00 40,400.00	304.00 61,408.00	180.00 36,360.00	300.00 60,600.00	205.00 41,410.00
	27	Cnt. Rd. E. 1-95	246.00 6,642.00	200.00 5,400.00	304.00 8,208.00	410.00 11,070.00	250.00 6,750.00	307.00 8,289.00
	84	Cnt. Rd. W. 1-95	246.00 20,664.00	200.00 16,800.00	304.00 25,536.00	210.00 17,640.00	250.00 21,000.00	158.00 13,272.00
	130	S.R. C-609	246.00 31,980.00	200.00 26,000.00	304.00 39,520.00	195.00 25,350.00	320.00 41,600.00	259.00 33,670.00
	268	S.R. 710	246.00 65,928.00	200.00 53,600.00	304.00 81,472.00	165.00 44,220.00	320.00 85,760.00	181.00 48,508.00
	354	Plant Rd	246.00 87,084.00	200.00 70,800.00	304.00 107,616.00	160.00 56,640.00	350.00 123,900.00	163.00 57,702.00
a-7	1	Pig Launcher	42,912.00	150,000.00	99,280.00	117,470.00	100,000.00	25,000.00
		Receiver	56,368.00	150,000.00	89,320.00	114,560.00	90,000.00	25,000.00
		Filter Separator	15,346.00	60,000.00	78,633.00	95,550.00	15,000.00	65,000.00
		Tank	15,346.00	40,000.00	41,000.00	46,630.00	25,000.00	33,000.00
		Press. Red. Stn.	42,693.00	100,000.00	124,657.00	157,000.00	240,000.00	150,000.00
		Yard Wrk Fences	33,742.00	110,000.00	72,000.00	65,550.00	75,000.00	40,000.00
a-8	1	Mainl. Blk. Valve 1	36,035.00	67,000.00	46,500.00	67,000.00	60,000.00	21,590.00
	1	Mainl. Blk. Valve 2	36,035.00	67,000.00	46,500.00	67,000.00	60,000.00	21,590.00
a-9	33	Cathodic Prot	900.00 29,700.00	100.00 3,300.00	140.00 4,620.00	225.00 7,425.00	200.00 6,600.00	150.00 4,950.00
a-10	13	AC Volt Elim.	335.00 4,355.00	100.00 1,300.00	140.00 1,820.00	410.00 5,330.00	190.00 2,470.00	150.00 1,950.00
a-11	89	Warning Signs	112.00 9,968.00	100.00 8,900.00	60.00 5,340.00	75.00 6,675.00	200.00 17,800.00	75.00 6,675.00
a-12	1,600	Off site concrete	16.80 26,880.00	28.00 44,800.00	11.35 18,160.00	26.60 42,560.00	12.00 19,200.00	17.05 27,280.00
a-13		Hydro Test	213,213.00	75,000.00	114,887.00	178,600.00	60,000.00	37,706.00
a-14		Nit./purge	7,700.00	125,000.00	107,100.00	14,690.00	10,000.00	22,167.00
a-15		Dewatering	Included in a-4	175,000.00	32,800.00	Bid Exception	100,000.00	45,000.00
a-16		Exotic Plant rem.	8,400.00	20,000.00	21,500.00	25,000.00	5,000.00	21,020.00
a-17		Payment & Perf.	31,360.00	74,000.00	29,700.00	23,000.00	40,000.00	31,397.30
a-18		Misc.						
		Mat Wetland			367,500.00			
		Pipeline Drying						88,667.00
		Base Price	5,384,566.50	7,488,880.00	7,692,022.00	5,467,144.00	6,521,570.00	5,819,064.80

Original Quotes

Commercial Estimate
Type 3/2/197
PCLPCL
3/2/197
PG

COMPANY: FPL

AUDITOR: RAYMOND GRANT

TITLE: CONTRACT CHANGE ORDER ANALYSIS DATE: 3-9-95

PERIOD: 12 MONTHS ENDED

WP:

Contract with Latex.
Re: Construction of Austin Gas Pipeline.

CHANGE ORDER	CHANGE ORDER NO	AMOUNT	1	2	3	4	5	6	7
TOTAL	44-1/2-1	\$5,630,636.00							
1	39122	\$14,635	X	X	NO	X	X	N/A	X
2	79842	\$821	X	NA	N	X	X	N/A	X
3	79843	\$100,000	X	X	N	X	X	N/A	X
4	79844	\$337,914	X	X	N	X	X	N/A	X
5	79889	\$78,530	X	X	N	X	X	N/A	X
6	79686	\$121,050	X	X	NO	X	X	N/A	X
7	79551	\$15,000	X	X	N	X	X	N/A	X
8	79553	\$6,646	X	X	N	X	X	N/A	X
9	79682	\$0	X	X	N	X	X	N/A	X
10	79683	\$28,520	X	X	NO	X	X	N/A	X
11	79812	\$3,846	X	X	NO	X	X	N/A	X
12	68905	\$44,000	X	X	N	X	X	N/A	X
13	79590	\$19,204	X	X	NO	X	X	N/A	X
14	79593	\$14,649	X	X	N	X	X	N/A	X
15	79594	\$8,100	X	X	N	X	X	N/A	X
		\$6,423,551							

SOURCE: LATEX CONSTRUCTION FOLDER - SUPPLEMENT INDEX

GO Procedures 701

If a Contract Change Order (CCO) is < \$750,000 it should be:

- Approved by the Originator
- Authorized by the Manager or Director/Designee

If a Contract Change Order (CCO) is > \$750,000 it should be:

- Approved by the Manager or Director/Designee
- Authorized by the Vice President

The change orders were tested for the following attributes.

- Is the reason for the CO prudent. If no, explain
- Has the contract CO Form No. 953 been authorized and approved by company representative.
- Is the work in the CO already included in the contract price.
- Does the pricing on the CO agree with the contract conditions.
- Are owner provided items credited where appropriate.
- Does the pricing on the change order agree with the backup (source documentation -- material cost invoices, time sheets, equipment rental, etc)
- Is the work described in the change order completed at the site?

Please see WP 44-1/3-1 for detail explanation
on Change Orders.44-1
5

BID SUMMARY SHEET

BID DUE DATE

Sept. 26, 1991

INQUIRY NO.
SMB:928-119801ESTIMATE
3,700,000JOB LOCATION/DESCRIPTION
PMG/Natural Gas Pipeline-Pipe

VENDORS:

Stupp Corporation	Bethlehem Steel Brohman-Reid Co.	USX Corp. US Tubular Prod	America Steel Pipe	Consolidated Pipe & Supply Company
VENDOR NO.	VENDOR NO.	VENDOR NO.	VENDOR NO.	VENDOR NO.
MINORITY VENDOR YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	MINORITY VENDOR YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	MINORITY VENDOR YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	MINORITY VENDOR YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	MINORITY VENDOR YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
44-2 2-1 2328,862 ⁶⁰ $\frac{44-2}{1-1}$	No Bid	44-2 2-1 2,394,167 ⁷⁰ $\frac{44-2}{1-2}$	44-2 2-1 2,340,616 ⁵ $\frac{44-2}{1-3}$ 81	No Bid

REASON FOR AWARD

- ☐ Low Dollar Value
☐ Sole Source-per attached memo or as noted on RPA
☐ Written Quote Requested
☐ Only Responsive Bidder-time did not permit additional solicitation

- ☒ Lowest Evaluated Bid
☐ Single Source-see attached justification
☐ Competitively Bid on BPO No.
☐ OEM (Original Equipment Manufacturer)
☐ Other-explain

WERE MINORITY VENDORS CONSIDERED? YES ☒ NO ☐

WERE MINORITY VENDORS AVAILABLE? YES ☐ NO ☒

COMMENTS/EXPLANATION

Quantities were changed from original RFQ - Stupp's was the lowest unit Price so did not effect their standing.

In addition prior to award, 600ft of .375 wall thickness was added - Obtained quote only from Stupp's - Since even with this additional pipe their total cost would be less than next lowest Bidder (American at 2,333,445.57 w/out additional 600ft of .375)

AWARD \$2,518,827.⁰⁷

VENDOR
Stupp Corporation
TYPE OF WORK
Pipe - Material

P. O. NO.
B 91577-90090
COMPLETED BY
S.M. Burgoyne

BID SUMMARY SHEET

Page 2 of 3

BID DUE DATE

Sept. 26, 1991

INQUIRY NO.

ESTIMATE

JOB LOCATION/DESCRIPTION

SMB:928-119801

3,700,000

PMG/Natural Gas Pipeline-Pipe

VENDORS:

L.B. Foster
Company

George Bros.
Fabrication Inc.

Nippon Steel
USA, Inc.

Sumitomo Corp.
of America

NAPA Pipe
corporation

VENDOR NO.

VENDOR NO.

VENDOR NO.

VENDOR NO.

VENDOR NO.

MINORITY
VENDOR

YES ☐
NO ☒

MINORITY
VENDOR

YES ☐
NO ☒

MINORITY
VENDOR

YES ☐
NO ☒

MINORITY
VENDOR

YES ☐
NO ☒

MINORITY
VENDOR

YES ☐
NO ☒

No Bid

44-2
2-1

3,126,631⁵²

44-2
1-4 P7

44-2
2-1

2,936,500⁰⁰

44-2
1-5 P7

44-2
2-7

2,160,575⁰⁰

Non Coated
Not Acceptable
44-2
1-6

44-2
2-1

3,130,163⁰⁰

44-2
1-7 P1

REASON FOR AWARD

- ☐ Low Dollar Value
- ☐ Sole Source-per attached memo or as noted on RPA
- ☐ Written Quote Requested
- ☐ Only Responsive Bidder-time did not permit additional solicitation

- ☐ Lowest Evaluated Bid
- ☐ Single Source-see attached justification
- ☐ Competitively Bid on BPO No.
- ☐ OEM (Original Equipment Manufacturer)
- ☐ Other-explain

WERE MINORITY VENDORS CONSIDERED? YES ☐
NO ☐

WERE MINORITY VENDORS AVAILABLE? YES ☐
NO ☐

COMMENTS/EXPLANATION

AWARD

VENDOR

P. O. NO.

TYPE OF WORK

COMPLETED BY

BID DUE DATE
September 26, 1991

September 26, 1991

Form 188 (Non-Stocked) Rev. 5/86

THE WALTER LATHAM COMPANY - CHICAGO (312) 345-8787

PROPOSAL RECORD PLANT / CONSTRUCTION SITE			INQUIRY NO.		REQ' TION NO.		ORDER NO.		DA"			
BIDDERS			Shipp		American							
DATE OF PROPOSALS												
ITEM NO.	QUAN-TITY	MATERIAL	NET UNIT PRICE	ITEM PRICE	NET UNIT PRICE	ITEM PRICE	NET UNIT PRICE	ITEM PRICE	NET UNIT PRICE	ITEM PRICE	NET UNIT PRICE	ITEM PRICE
1	89,800		18.6626	1675,901.48	18.7083	1683,083.4						
2	35,150		23.6174	830,151.61	24.2515	852,440.23						
				2,506,053 ⁰⁹		2,532,445 ⁵⁷						
	600		21.29	12,794 *								
				2518,827 ⁰⁹		2532,445 ⁵⁷	Partial items 1 + 2 only					
							Did not obtain quote since it would not effect overall placement					
TOTAL PRICE												
TERMS OF PAYMENT												
F.O.B. POINTS												
TRANSPORTATION CHARGES												
TOTAL COST DELIVERED												
SHIPMENT PROMISED												
APPROVED FOR PURCHASE FROM												
REASON FOR PLACING												
							PREPARED BY					
							DATE					

Just a Comparison of 2 low Bidders on New Quantities

PBC

WFL
11/26

2

44-2

P4

Natural Gas Pipelines

FPE

Contractors

Original Quotes

		1	2	3	4	5	6	7	8	9	10	11	12	13
		América		1150		V.I. & Co		Car (m.)		1111				
1														
2	Option A													
3														
4	1	11,500 Plain Mill	161672230	154040595	2052715			1914455		154307855		21111779		
5	2	10,500 Plain Mill	20849850	198644950	2644075			246120		19880440		73766		
6		Total	182527080	173965545	2316290			2160575		17918829		2870567		
7														
8	1	11,500 Plain Suburb	174494150	168592460	2160870					175752990		3366762		
9	2	10,500 Plain Suburb	22253545	21366240	275100					21750270		306417		
10		Total	196746695	1899587	2435970					197506260		3674237		
11														
12	1	11,500 Coated Mill	192897230	200436860	NA					191640855		25164166		
13	2	10,500 Coated Mill	23789850	24365040	NA					22925490		510027		
14		Total	216687080	2246019						214568345		2866493		
15														
16	1	11,500 Coated Suburb	208597540	213679715	2614675					208087990		2785448		
17	2	10,500 Coated Suburb	25464025	25736655	321825					24798270		344715		
18		Total	234061615	239416370	2936500					230886260		3130163		
19														
20	Option B													
21			$\frac{44-2}{2} P1$	$\frac{44-2}{2} P1$	$\frac{44-2}{2} P2$					$\frac{42-2}{2} P1$		$\frac{44-2}{2} P1$		$\frac{44-2}{2} P2$
22	1	Plain Mill	116001600	1105224	1451200			1373600		1143014		1506568		
23	2		20849850	198644950	2644075			246120		19880440		270788		
24	3		51254280	48841380	644215			605430		49794885		665775		
25		Total	188105730	179228730	2364490			2225150		183976425		2443131		
26														
27	1	Plain Suburb	1251976	1209632	1550400					1261008		1699560		
28	2		22252945	21366240	275100					21753270		305475		
29	3		551124	52942680	676620					54714240		751045		
30		Total	102662545	195272120	2502120					202568310		2756080		
31														
32	1	Coated Mill	1384016	1333704	NA					1375316		1805536		
33	2		23789850	24365040	NA					22925490		310027		
34	3		60079380	61939080	NA					58929885		783493		
35		Total	222365730	219674520						219356925		2819056		
36														
37	1	Coated Suburb	1496664	1533108	1876000					1509008		1998528		
38	2		25464025	25736655	321825					24798270		344715		
39	3		64741994	658539	812070					62849240		868764		
40		Total	234877465	244930355	2127845					234948310		3212007		311090721

2-1-1

see page 19

COMPANY: FPL

TITLE: BID QUALIFICATION & SELECTION

PERIOD: 12 MONTHS ENDED 3/31/93

DATE: MARCH 22, 1995

AUDITOR: RAYMOND GRANT

WP

rev 6/1/95

A list of companies capable of providing engineering services for the Martin Gas Pipeline was developed by FPL through recommendation from FGT and World Wide Pipeline & Contractors reference manual.

Fluor Engineering, Bechtel Pipeline and Williams Brothers were recommended by FGT as the most prominent engineers. It was also noted in the company's (FVC) correspondence that FGT was not interested in the engineering or construction of the pipeline.

Five companies were invited to bid. These five companies were Brown & Root USA, Inc., Flour Daniel, Willbros Butler Engineers, Bechtel and Universal Ensco.

Proposals to provide engineering services for the Martin Combined Cycle Power Plant Project was submitted by Bechtel Corporation, Brown & Root USA Inc. and Universal Corporation. There were no proposals or no-bid letters for Flour Daniel and Willbros Butler Engineer.

Universal was selected to design and provide engineering services in connection with the construction of the gas pipeline.

For the performance of the base services, FPL agreed to pay Universal a lump sum of \$792,010. See workpaper for compensation and invoicing agreement.

44-3
2

44-3
2-1

Staff read contract and reviewed all contract change orders related to the engineering work performed.

Staff read contract, and compared work description on the contract change orders with contracts to determine if the work on contract change order was included in the original contract or added to the contract. No irregularities were noted by staff auditor.

41

42

43

44-3

Summary

EXECUTIVE SUMMARY

CONTRACT FOR NATURAL GAS PIPELINE
ENGINEERING SERVICE

FIRM: UNIVERSAL ENSCO INC.

TERM: April 26, 1991 through April 30, 1993

COMPENSATION: FIXED PRICE (LUMP SUM) ⁴⁴⁻³ \$792,010.00, ⁴⁴⁻³ for all work: surveying the route; detail design; development of construction and procurement packages; permit & license support; bid evaluation services; review of vendor documents; testing; start-up, as-builts and design of tie-in.

Field inspection services will be provided at FPL's option on a cost reimbursable basis.

WARRANTY: UNIVERSAL will perform the services in accordance with standards consistent with industry practices, UNIVERSAL to reperform services for defects which occur or are discovered within two years after termination of the Contract and will reimburse FPL for direct costs incurred as a result of FPL's reliance on the warranty.

INDEMNITY: UNIVERSAL indemnifies FPL for any liabilities resulting from the Contract even if due to FPL's sole negligence. This indemnity is limited to \$1,000,000 per occurrence for bodily injury and property damage.

OWNERSHIP: FPL has ownership of all ideas conceived as a result of UNIVERSAL'S performance of this Contract.

LIMITATIONS OF LIABILITY: Both parties are excused from indirect, incidental or consequential damages.

INSURANCE: NOT under wrap-up because services will not be performed at a covered site (Project).

UNIVERSAL provides general liability, workers compensation, and auto liability insurance coverages.

F P C

Executive Summary for the

THE F.P.C.

4/11/95

**PREPARATION
AND REVIEW:**

Contract prepared and negotiated by
Corporate Contracts. It has been
reviewed by Power Plant Engineering and
Law Department.

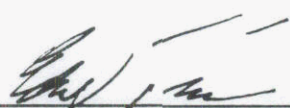
**TECHNICAL
CONTACT:**

Ron Bloor 840-3016

**CORPORATE CONTRACTS
CONTACT:**

Cindy Crooks 840-3024

Review and found to be legally sufficient

 4-26-91
Law Department Date

FAP:cbm

EXECTIVE.SUM,FAB,cbm,04/16/91

P2

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APPENDIX B

COMPENSATION AND INVOICING

B.1 COMPENSATION FOR BASE SERVICES

For performance of the base Services as described in Section 2.0 of Appendix A, ENGINEER'S SCOPE OF WORK DOCUMENT, FPL shall pay Universal the lump sum price of Seven Hundred Ninety Two Thousand Ten Dollars (\$792,010).

44-3
2

B.2 COMPENSATION FOR OPTIONAL SERVICES

Should FPL elect to have Universal perform any of the optional Services described in Section 4.0 of Appendix A, ENGINEER'S SCOPE OF WORK DOCUMENT, then Universal shall be compensated for such optional Services as follows:

- B.2.1 Field Inspection Services, as described in Section 4.1 of Appendix A, shall be performed on a cost reimbursable basis.

The schedule of rates attached hereto as Exhibit I shall apply. The rates set forth in Exhibit I shall be firm through December 31, 1991, after which time the manpower rates may be subject to escalation not to exceed 7.5%, and must be supported by sixty day prior written notice to FPL with sufficient justification to warrant said escalation. Equipment rates, reproduction rates, etc, as set forth in Exhibit I, shall be firm for the term of this Contract.

- B.2.2 The As-Built "Open Ditch" Survey, described in Section 4.2 of Appendix A, shall be performed on a cost reimbursable basis. The rates set forth in Exhibit I, subject to the terms described in Section B.2.1, shall apply. The estimated cost of these Services is Seventy Two Thousand Dollars (\$72,000), based on 2400 manhours.

- B.2.3 Compensation for the detail design of an interconnecting tie between the new pipeline and existing Martin Plant facilities, described in Section 4.3 of Appendix A, shall be a lump sum price of Fifteen Thousand Dollars (\$15,000).

B.3 PAYMENT SCHEDULE FOR BASE SERVICES

Specific portions of the lump sum price for base Services shall become payable upon the completion of certain Services or attainment of milestones as set forth in the following payment schedule. The estimated dates are for planning purposes only, and acceptance of invoices and payment shall be contingent upon the associated submittal or milestone event being completed.

PAYMENT SCHEDULE

	ESTIMATED DATE	PAYMENT DUE
<u>Survey for Preliminary and Final Routing</u>		
Aerial photography submitted	7-01-91	\$ 24,640
Preliminary survey notes submitted	7-29-91	100,000
<u>Preliminary Routing</u>		
Kickoff mtg. & field trip to FPL	6-03-91	30,000
Map of pipeline route & sketch of plats submitted	6-15-91	45,800
<u>Final Routing</u>		
33% of alignments submitted	8-26-91	17,000
66% of alignments submitted	9-09-91	17,000
100% of alignments submitted	9-23-91	16,000
50% of permits submitted	9-09-91	12,900
100% of permits submitted	9-23-91	12,900
<u>Detailed Design</u>		
P&ID design submitted to FPL	7-01-91	30,000
Site plans submitted to FPL	7-29-91	40,000
10% of drawings submitted	8-12-91	18,290
20% of drawings submitted	8-26-91	18,290
40% of drawings submitted	9-09-91	36,580
60% of drawings submitted	9-23-91	36,580
80% of drawings submitted	10-07-91	36,580
90% of drawings submitted	10-21-91	18,290
100% of drawings submitted	4-01-92	18,290
<u>Development of Construction & Procurement Packages</u>		
Line Pipe, valves & long lead items complete	7-29-91	20,000
Other material procurement packages complete	10-21-91	30,000
Construction & radiograph packages complete	11-18-91	31,200
<u>Bid Evaluation Services</u>		
Bid evaluation for line pipe, valves and long lead items complete	9-09-91	10,000
Bid evaluation for other materials		
- 50% complete	12-02-91	5,000
- 100% complete	12-16-91	5,000
Bid evaluation for construction & radiograph complete	9-04-92	9,770

Permit & License Support

For each of the eleven line items in Table 1 of Appendix A, \$1,873 shall be payable upon Universal's submission of all materials pertaining to that line item, and \$1,873 shall be payable upon FPL's receipt of the applicable permit/license for that line item.

Review of vendor documents

Long lead/design items:

- 20% complete submittals	10-07-91	8,400
- 40% complete submittals	10-21-91	8,400
- 60% complete submittals	5-01-92	8,400
- 80% complete submittals	6-12-92	8,400
- 100% complete submittals	7-24-92	8,400

Other materials:

- 50% complete submittals	11-04-91	7,475
- 100% complete submittals	11-18-91	7,475

As-Built Documentation

As-Built submittals 65% complete	12-04-92	20,000
As-Built submittals 100% complete	1-01-93	11,350

<u>Completion of start up</u>	2-04-93	22,400
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B.4 INVOICING

Universal shall submit a monthly invoice in triplicate for the cost of Services which became payable during the previous monthly period, with sufficient detail to verify the invoiced amount. All payments shall be due and payable within thirty calendar days after FPL's receipt of a correct and properly documented invoice. Each invoice shall include:

B.4.1 Title identifying the Work;

B.4.2 FPL's Purchase Order number;

B.4.3 A description of the Services performed and the applicable portion of the lump sum price which is due;

B.4.4 For any Services performed on a cost reimbursable basis:

B.4.4.1 An itemization of hours/days of Services performed by each individual, their personnel category, rate per hour/day and extended cost for the invoicing period;

B.4.4.2 Itemization of reimbursable expenses over \$25.00;

B.4.5 Total amount of current invoice;

EXHIBIT I

SCHEDULE OF RATES FOR SERVICES PERFORMED ON A COST REIMBURSABLE BASIS

The following rates shall apply for Services rendered by Universal which have been authorized by FPL to be performed on a cost reimbursable basis. These rates include salary, payroll taxes, insurance, overheads, profit, fuel, and maintenance, for Services provided from Universal's Houston, Texas headquarters and will remain in effect through December 31, 1991.

I. ENGINEERING SERVICES

<u>Classification</u>	<u>Hourly Rate</u>
Project Director	\$59.00
Project Manager	\$56.00
Principal Engineer	\$52.00
Senior Engineer	\$48.00
Engineer	\$44.00
Project Coordinator	\$42.00
Material Coordinator	\$40.00
Technical Coordinator	\$38.00
Project Administrator	\$35.00
Secretary	\$20.00
Clerk	\$18.00
Word Processing Computer	\$ 8.00

II. DRAFTING SERVICES

<u>Classification</u>	<u>Hourly Rate</u>
Chief Draftsman	\$44.00
Design Supervisor	\$42.00
Squad Leader	\$40.00
Senior Design Draftsman	\$38.00
Design Draftsman	\$36.00
Senior Draftsman	\$34.00
Draftsman	\$32.00
Drafting Clerk	\$22.00
Computer Drafting System	\$15.00

III. RIGHT-OF-WAY SERVICES

<u>Classification</u>	<u>Calendar Day Rate</u>
ROW Manager	\$214.00
Project Supervisor	\$205.00
Special Agent	\$196.00
Senior Agent	\$190.00
Abstractor	\$177.00
Agent	\$177.00

IV. SURVEY SERVICES

<u>Classification</u>	<u>Hourly Rate</u>
<u>Office:</u>	
Survey Manager	\$46.00
Registered Surveyor	\$45.00
Survey Technician	\$40.00
Party Chief	\$28.00
Instrument Man	\$24.00
<u>Field:</u>	
1-Man Party, w/normal equipment, including vehicle	\$37.00
2-Man Party, w/normal equipment, including vehicle	\$51.50
3-Man Party, w/normal equipment, including vehicle	\$67.00
4-Man Party, w/normal equipment, including vehicle	\$81.50
<u>Additional Equipment:</u>	
EDM	\$ 35.00
Total Station w/Data Collector	\$ 50.00
TSI or M-850 Pipeline Detector	\$ 20.00
Powersaw (in use)	\$ 40.00
Boat, Motor and Trailer (19 Ft.)	\$120.00
Boat, Motor and Trailer (14 Ft.)	\$ 50.00
Recording Pathometer	\$ 45.00

V. INSPECTION SERVICESVendor Inspection:ClassificationHourly
Rate

Inspection Manager	\$40.00
Certified Welding Inspector	\$32.00
Electrical Inspector	\$32.00
Test Inspector	\$30.00
Fabrication Inspector	\$30.00
Coating Inspector	\$28.00
Material Expeditor	\$28.00

Mill Inspection:ClassificationCalendar
Day Rate

Certified Welding Inspector	\$275.00
NACE Coating Inspector	\$275.00
Pipe Mill (Lead) Inspector	\$285.00
Pipe Mill (General) Inspector	\$270.00

Construction Management and Field Inspection:ClassificationCalendar
Day Rate

Construction Manager	\$240.00
Chief Inspector	\$225.00
Senior Welding Inspector	\$210.00
Welding Inspector	\$190.00
General/Utility Inspector	\$180.00
Civil Inspector	\$185.00
Electrical/Instrumentation	\$220.00
Safety Inspector	\$275.00
Environmental Inspector	\$275.00
Material Clerk	\$180.00

F. Special Equipment Requirements

Special equipment may include, but not be limited to, computer time rental, computer software and hardware, reference materials, watercraft, aircraft, landcraft, hardware, tools, testing equipment, cameras, video gear, etc. which has been authorized in writing by FPL for rental, lease, or purchase for use by Universal on behalf of FPL. Such requirements will be charged at cost plus ten percent (10%) for handling. Special equipment owned by Universal may be used when rates for use (without further markup for handling) are mutually agreed upon and authorized in writing by FPL prior to use.

G. Miscellaneous Costs

All costs directly assignable on behalf of FPL's business of a reimbursable nature will be charged at cost. These costs include items such as postage, freight, express delivery, courier service, long distance telephone or telex, maps, records, abstract fees, permit fees, supplies, etc.

H. Overtime

An overtime rate computed as 1.35 times the regular hourly rate will be charged for all time worked, with FPL's prior authorization, in excess of 8 hours per regular work day and on weekends or holidays for all drafting, secretarial, clerical, and inspection personnel where hourly rates are indicated. For calendar day rate inspection personnel, overtime will be charged at 0.125 times the calendar day rate for all required work hours approved in excess of 70 hours per week.

I. Calendar Day Rate

Personnel assigned to extended project durations are quoted on a calendar day rate basis from initiation of their assignment to completion. This rate applies to a seven day week whether the individual is expected to report for Sundays, holidays, etc.

J. Standby

During assignment of any survey or inspection personnel, Universal will charge a minimum of 8 hours per day or actual hours expended (whichever is greater) for standby at FPL's request or due to inclement weather.

44-3
2-1

COMPANY: FPL
TITLE: CONTRACT CHANGE ORDER ANALYSIS
PERIOD: 12 MONTHS ENDED
AUDITOR: YEN NGO
DATE: 4/10/95
WP:

Contract with Universal
Eng. Services

CHANGE ORDER	CHANGE ORDER NO.	AMOUNT	1	2	3	4	5	6	7
TOTAL		866,989							
2	63138	15,000	X	X	NO	X	NA	X	X
3	58581	8,500	X	X	NO	X	NA	X	X
4	58594	443,228	X	X	NO	X	NA	X	X
5	58580	20,000	X	X	NO	?	NA	NO	X
6	39464	78,163	X	X	NO	X	NA	X	NO
7	78211	20,000	X	X	NO	X	NA	X	X
8	78212	0	NA	NA	N/A	NA	NA	NA	NO
9	79836	148,000	X	X	NO	X	NA	X	X
10	79867	240,939	X	X	NO	X	NA	X	NO
11	79872	137,700	X	X	NO	X	NA	X	NO
12	79552	225,000	X	X	NO	X	NA	X	X
13	78223	25,000	X	X	NO	NA	NA	NA	X
14	78224	30,000	X	X	NO	NA	NA	NA	X
15	79681	50,000	X	X	NO	X	NA	X	X
16	79810	4,961	X	X	NO	X	NA	X	NO
17	79591	32,934	X	X	NO	X	NA	X	X
18	79592	58,028	X	X	NO	X	NA	X	X
19	79595	3,086	X	X	NO	X	NA	X	X
20	79596	18,144	X	X	NO	X	NA	X	X
21	69701	50,154	X	X	NO	X	NA	X	NO
22	75550	22,306	X	X	NO	X	NA	X	X
23	92579	25,839	X	X	NO	X	NA	NA	NO
24	52284	7,272	X	X	NO	X	NA	X	X
		2,531,243							

SOURCE: JNV CONSTRUCTION FOLDER - SUPPLEMENT INDEX
GO Procedures 701

If a Contract Change Order (CCO) is < \$750,000 it should be:

- Approved by the Originator
- Authorized by the Manager or Director? Designee

If a Contract Change Order (CCO) is < \$750,000 it should be:

- Approved by the Manager or Director? Designee
- Authorized by the Vice President

The change orders were tested for the following attributes.

- Is the reason for the CO prudent. If no, explain
- Has the contract CO Form No. 95 been authorized and approved by company representative.
- Is the work in the CO already included in the contract price.
- Does the pricing on the CO agree with the contract conditions.
- Are owner provided items credited where appropriate.
- Does the pricing on the change order agree with the backup (source documentation - material cost invoices, time sheets, equipment rental, etc)
- Is the work described in the change order completed at the site?

Original
Amendment 1

792,010

74,979

866,989

↑
(A)

COMPANY: FPL
 TITLE: MARTINPLANT TESTING
 PERIOD 12 MONTHS ENDED 3-31-95
 AUDITOR: R. GRANT
 DATE
 WP

WJG
6/11/95

Date	Invoice	Vendor	Description	Amount	ATTRIBUTES		
					1	2	3
6-17-92	ROS #889060	Requisition On Stores	Four (4) Plastic Film Issued To Bob Bradford	137.17 ✓ P1	X	X	N/A
11-1-91	14783	Universal Enso, Inc	Payment on Contract Job No. 1181-005 Aprox. 7	\$70,755.00 ✓ P10	X	X	X
11-1-91	14554	Universal Enso, Inc	Other material, Material Drawing Completed	\$52,015.00 ✓ P10	X	X	X
11-1-91	16160	Universal Enso, Inc	Payment on Contract Job No. 1181-005 Sketch of Plats, 10 Alignments, 11 Drawing Completed	\$98,832.00 ✓ P10	X	X	X
1-2-92	16454	Universal Enso, Inc	Payment on Contract Job No. 1181-005 Alignments, Permits, Approv. of Site Plan, Drawings & Construction Radiographic	\$68,290.00 ✓ P11	X	X	X
5-13-92	CJL4B	C.J. Langenfielder & Sons, Inc	Natural Gas Piping Materials	\$71,000.00 ✓ P12	X	X	X
5-13-92	CJL4B	C.J. Langenfielder & Sons, Inc	Natural Gas Piping labor Etc	\$51,500.00	X	X	X
5-13-92	CJL4B	C.J. Langenfielder & Sons, Inc	Natural Gas Piping Other Labor	\$4,037.50	X	X	X
4-10-92	54088	Stupp Corporation	88,020' -20' 'od • .250' ' wall, 52.73#, API5L-x60 Steel Line pipe, High Frequency Electric resistance Welded, Triple Random length, 64' max. -58' Avg - 30' Min., Bare Plain Ends Beveled.	\$1,257,933.40 ✓ P14	X	X	X
7-20-92	3265	Indiantown Telephone Co.	To provide supervision, Labor, equipment consumable and material to relocate existing telephone cable from present routing at SR 710 and ending at manhole 13	\$39,200.00 ✓ P14	X	X	X
4-3-92	54063	Stupp Corporation	54063' -20' 'od • .344' ' wall, 72.21#, API5L-x60 Steel Line pipe, High Frequency Electric resistance Welded, Triple Random length, 64' max. -58' Avg - 30' Min., Bare Plain Ends Beveled.	\$654,039.72 ✓ P15	X	X	X
9-21-92	92-4	Latex Construction Company	Concrete coating owner supplies 20" O.D. Fusion Bond Coated Pipe: 30,056.1 FT @ \$13.46/LF 1,606.3 FT @ \$10.34/LF	\$404,555.11 \$16,609.14			
				\$421,164.25 ✓ P15	X	X	X

COMPANY: FPL
TITLE: MARTINPLANT TESTING
PERIOD: 12 MONTHS ENDED 3-31-95
AUDITOR: R. GRANT
DATE
WP

Date	Invoice	Vendor	Description	Amount	ATTRIBUTES		
					1	2	3
10-31-92	92-004-002	Latex Construction Company	Labor to transfer, install and repair pipe	\$668,836.05 ✓ 16	X	X	X
12-2-92	92-004-002	Latex Construction Company	Labor to transfer, install and repair pipe	\$2,697,793.83 ✓ 17	X	X	X
12-31-92	92-004-002	Latex Construction Company	Labor to transfer, install and repair pipe	\$1,177,329.56 ✓ 17	X	X	X
1-11-93	121444	Universal Enso, Inc	CC0 # 79836 - Third Party Contract labor for Project 1537.006 FPL Radiographic Inspection.	\$50,967.22 ✓ 18	X	X	X
3-2-93	92-004-002	Latex Construction Company	Clean up, Electrical Instrumentation Etc.	\$347,732.30 ✓ 19	X	X	X
3-31-93	92-004-002	Latex Construction Company	Incentive Bonus: Environ./Reg. \$20,000 (No work stoppage by any government agency) Quality - \$10,000 (no leaks on hydrotest) Safety - \$14,000 (lack of lost time injury)	\$44,000.00 ✓ 20	X	X	X
3-13-93	92-004-002	Latex Construction Company	Concrete Coating - Pipe	\$31,000.00 ✓ 22	X	X	X
6-2-93	60042	Universal Enso, Inc	SCADA Equipment Installed on 20" Pipeline Puffer Sweiven	\$73,134.00 ✓ 22	X	X	X
7-5-91	13478	Universal Enso, Inc	Sketch of Plats, Approv. of P& ID and Drawings	\$42,305.00 ✓ 27	X	X	X
9-3-91	14306	Universal Enso, Inc	Prel. Survey Notes Submitted, Sketch of Plats, Approv. of P& ID and Drawings	\$119,015.00 ✓ 27	X	X	X

✓ Tread to WP 45-1/1-1

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 THERMAL TREATMENT COMPANY
 (708) 345-8787
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 45-1/2-1
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COMPANY: FPL
 TITLE: MARTINPLANT TESTING
 PERIOD: 12 MONTHS ENDED 3-31-95
 AUDITOR: R. GRANT
 DATE
 WP

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 6/1/95

Date	Invoice	Vendor	Description	Amount	ATTRIBUTES		
					1	2	3
12-21-92	559929	Daniel Flow Products	30% of contract value upon completion of structural steel fabrication	\$38,315.10		X	X
12-22-92	1	Latex Construction Company	Purchase Order B92577-90054, Change Order No. 79889 on 16 interconnect between the 20" and 18" fuel lines to the Martin Plant.				
			16" Tie to new 20" Pipeline, 16 valve, 16" Pipelir Hydrostatic test & drying, Open cut or slick bore Plant Road	95.00% \$40,456.70			
			Set Tie in to Existing Piping	100.00% \$20,644.00			
			Concrete Foundations, Dewatering Reseeding,	20.00% \$3,060.00			
				\$64,160.70		X	X

SOURCE: INVOICE & PAYMENT VOUCHER