

# Welcome to the

## Awards Meeting

July 13, 2023, 10:00 AM EST

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

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

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

Please contact **Victoria Holloway** by telephone at **(904) 651-7171** or by email at [hollvl@jea.com](mailto:hollvl@jea.com) if you experience any technical difficulties during the meeting.

**JEA Awards Agenda,  
July 13, 2023  
225 North Pearl St., Jacksonville, FL 32202 - Hydrangea Room 1st Floor**

[Teams Meeting Info](#)

**Consent Agenda**

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

Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term	JSEB Participation (Y/N) If Y, then list company name(s) (% \$ - awarded)
1	Minutes	Minutes from 06/29/2023 Meeting	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	Contract Increase	1410399647 Construction Services for Underground Water, Wastewater, and Reuse Grid Repair and Installation Services	Vu	J. B. Coxwell Contracting, Inc.	Capital	\$2,200,000.00	\$2,000,000.00	\$6,400,000.00	4/19/2023 - \$200,000.00 5/18/2023 - \$2,000,000.00	Three Years with Two - 1 Yr. Renewals Start Date: 11/23/2021 End Date 12/14/2024 Two - 1 Yr. Renewals Remaining	Each task order under this contract will be reviewed and given a JSEB requirement prior to is being issued to the contractor.
		Last Award Approval: 5/18/2023 For additional information contact: David King  JEA Delivery & Collection is requesting a \$2,200,000.00 increase to the contract authorization of J. B. Coxwell Contract #JEA10794. This request is for a specific task order to be completed by J. B. Coxwell under this Construction Services for Underground Water, Wastewater and Reuse Grid Repair and Installation Services contract. JEA DES is expanding the chilled water system and needs to make use of this contract for preliminary construction work and the ordering of long lead time materials such as ductile pipe and the chilled water metering stations in order to meet JEA's schedule commitments to the future customers.									
3	Contract Increase	012-21 Blacks Ford Water Reclamation Facility Warehouse and Site Improvement Design Services	McElroy	BHIDE & HALL ARCHITECTS PA	Capital - 8006790	\$47,000.00	\$145,000.00	\$197,500.00	06/27/2023 - \$5,500.00	Project Completion Start: 04/01/2021 End: Expected by September 2024	This Increase: Eng Engineering, Inc. 11%, \$5,170.00 (Mech, Elec, Plumb) Michael M. Agee 12.9%, \$6,063.00 (Civil) G.M. Hill Engineering 11.9%, \$5,593.00 (Structural)
		Originally Awarded: 03/25/2021 For additional information contact: Elaine Sellers  This request is for a contract increase in the amount of \$47,000.00 for additional design services due to requested scope revisions for a new not-to-exceed amount of \$197,500.00. The decision was made to move the warehouse to an alternative location at Blacks Ford due to the W/WW plant expansion from 6 MGD to 12 MGD. The change to the site location is expected to save the W/WW expansion project approximately \$3,500,000.00. The hourly rates remain the same and the negotiated fees proposed have been deemed reasonable.									
4	Single Source	Solicitation #N/A Nassau Regional Water Reclamation Facility (WRF) Membrane Replacement	Vu	Kubota Membrane USA Corporation	Capital	\$1,601,476.00	\$1,601,476.00	\$1,601,476.00	N/A	One-time purchase	N/A
		For Additional Information Contact: Lynn Rix  This project will include the replacement of all 16,800 membrane cartridges. The current cartridges have advanced degradation due to inadequate screening, growth driven flow expansion in the service area of the WRF. The membranes are now operating at a fraction of their designed capacity due to their condition resulting in a reduced plant capacity. Delivery of the membranes is anticipated in four increments due to production timeframes with the first shipment 26 weeks after issuance of the PO, and subsequent shipments monthly thereafter. Plant personnel will install the replacement membranes. These membrane cartridges are only available for purchase through the original manufacturer.									
5	Single Source	Solicitation #N/A Nassau Regional Water Reclamation Facility (WRF) Screen Replacement	Vu	Ovivo USA, LLC	Capital	\$367,138.00	\$367,138.00	\$367,138.00	N/A	One-time purchase	N/A
		For Additional Information Contact: Lynn Rix  This project will include the replacement of one of the two influent screens with a rotating drum fine screen (Ovivo Ozzy Cup) to match the other existing screen. This project is being implemented in conjunction with the membrane replacement. Replacing the screen to match the existing rotating drum screen will increase the life of the membrane cartridges in the future. The screen will be installed by private contractors while plant personnel will install the replacement membranes. These influent screens are only available for purchase through the original manufacturer.									
6	Miscellaneous - Inter-Agency Agreement	Solicitation# N/A - P25 Radio System with COJ	Datz	City of Jacksonville	O&M	\$1,895,131.44	\$7,809,457.00	\$12,271,006.70	10/28/2016 - \$83,127.59 10/12/2017 - \$6,522.82 11/13/2017 - \$420,036.00 01/17/2019 - \$1,185,984.00 11/09/2021 - \$212,192.67 12/14/2022 - \$658,555.20	Start: 05/30/2013 End: 09/30/2025	N/A
		For additional information contact: Nickolas Dambrose  JEA originally entered into an inter-operations agreement with the City of Jacksonville for the replacement of the First Coast Radio System with the P25 Interoperable Radio System in 2013. Per City of Jacksonville bill number 2013-0303, the execution of an interagency agreement between the City and JEA is authorized for use by all public safety and utility agencies in the area, particularly in times of emergency response. The agreement is for a term of 12 years through September 30, 2025.  This award requests seeks to fund JEA's share of annual operational costs of the P25 system in the amount of \$1,895,131.44 through the end of FY25.  This award amount includes the ongoing annual charges for JEA's approximately 1700 radios with current P25 radio maintenance costs of \$33.06 per radio, per month. These are variable costs are billed monthly based on JEA's actual radio inventory. The cost per radio per month has increased from \$20.59 to \$33.06. JEA pays the same rate as all other system users (i.e. COJ, JSO, JFRD, and EOC). Also, COJ continues to do projects to expand and maintain the radio system in which costs are shared by all users. The cost per radio will be recalculated each budget year as part of the budget process, and is based on the Council approved costs for those functional areas. JEA has utilized a 10% price escalation for each year to estimate the likely future impact of the Council approved costs. The annual estimated costs are detailed below.  Radio Count <input type="checkbox"/> FY23 Rate <input type="checkbox"/> FY24 Projected Rate (10%) <input type="checkbox"/> FY25 Projected Rate (10%) 1700 <input type="checkbox"/> \$33.06 <input type="checkbox"/> \$36.37 <input type="checkbox"/> \$40.00 Total Est Cost: \$337,212.00 (6mo) <input type="checkbox"/> \$741,866.40 <input type="checkbox"/> \$816,053.04  The largest driver of cost increase has been the relocation of the project master site from former JEA headquarters T18 to Ed Ball building and to add a back-up site at downtown Wells Fargo. The City does plan to add some additional sites in the future to ensure radio coverage/system resiliency. The award amount only covers the agreement through FY25 due to potential system upgrades which will be driven by COJ, Motorola, and system requirements. JEA may seek additional funds from the awards committee in FY24-25 for these additional projects, including but not limited to a redundant backup system, refresh of portable radios, refresh of mobile radios, radio site expansion, and the addition of microwave network radio sites. Upon completion of the FY25 contract term, JEA anticipates signature a new agreement with the City of Jacksonville to maintain this scope of work.									

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7	Invitation to Negotiate	ITN 1411071046 Sale of Scrap Cable, Wire and Metal	McElroy	Trademark Metals Recycling, LLC	Investment Recovery	\$8,768,293.70	NA	\$8,768,293.70	NA	Three Years with Two - 1 Yr. Renewals Start Date: 07/15/2023/23/2021 End Date 07/14/2026	N/A
<p>Advertised: 04/21/2023 Optional Pre-bid: 04/27/2023 Site walk-through: 05/09/2023 Responses Opened 05/16/2023 Negotiation sessions conducted: 06/19/2023 BAFO responses opened: 06/29/2023 For additional information: Eddie Bayouth</p> <p>This Invitation to Negotiate (the "ITN") is to solicit pricing for the sale of scrap cable, wire, and metal produced by JEA and processed via Investment Recovery Operations. This scrap is processed from all portions of JEA, with revenue generated from surplus/scrap wire, cable, iron and steel generated by JEA Electric, Water, and Wastewater Departments. A large portion of the material is from used conductor and cable that is being replaced. Since JEA only received two (2) responses, JEA contacted all of the vendors that had been invited. After talking to them, it was determined that the scope of work was too large for a lot of the smaller local recyclers to handle.</p> <p>The evaluation criteria for this bid was based on the provider projecting the highest revenue to JEA, through having the highest percent of the applicable market index price of each of the 14 different groupings of material (copper, stainless steel, aluminum, etc.) going to JEA. The percent of the applicable index the provider keeps (inverse of the revenue % JEA receives), covers all expenses related to the sale and disposal of this goods. It was determined that while a small revenue increase could come from splitting off individual commodities for multiple awards, the best decision for JEA was to award one vendor the entire program. JEA will be paid based on the daily index rate for the applicable metal on the day each unique load is picked up.</p>											

**Consent Agenda Action**

Committee Members in Attendance	Names	Ted Phillips, David Emanuel, Janie Smalley for Laura Schepis
Motion by:		Janie Smalley
Second By:		David Emanuel
Committee Decision		Approved

**Consent Agenda Signatures**

Budget	Name/Title	<u>Stephanie M Nealy</u>
Awards Chairman	Name/Title	<u>Theodore B Phillips</u>
Procurement	Name/Title	<u>Rosa Pleasants</u> for Jenny McCollum
Legal	Name/Title	<u>Rebecca Lavis</u>

**JEA Awards Agenda,  
June 29, 2023  
225 North Pearl St., Jacksonville, FL 32202 - Hydrangea Room 1st Floor**

[Teams Meeting Info](#)

**Consent Agenda**

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

Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term	JSEB Participation (Y/N) If Y, then list company name(s) (%), \$ - awarded)
1	Minutes	Minutes from 06/22/2023 Meeting	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	Developer Agreement	2022-1199 Seabrook Village Phases 2 & 3	Melendez / Water	Sonoc Company, LLC / John Woody, Inc.	Capital	\$829,150.00	N/A	\$829,150.00	N/A	Project Completion (September 2024)	N/A
<p>Three (3) Bids Received by the Developer For Additional Information Contact: David King</p> <p>The Seabrook Village Phases 2 &amp; 3 project is part of the Nocatee Development and includes improvements covered in the Nocatee Developer and Utility Service Agreement. The proposed water main will complete a secondary water main connection to the Nocatee Development that is essential for service redundancy.</p> <p>This project is developer driven, so all design and engineering was completed by the developer at their cost (no JEA funds for design). JEA Development has reviewed and approved the construction plan submittal. Per the Developer Agreement, the Developer bid the project in accordance with JEA guidelines and the work has been awarded to the to the highest evaluated bidder. The project elements are comprised of 7,650 feet of 16" transmission water main. JEA is responsible for construction cost difference between an 8" and 16" water main per the terms of the Agreement.</p>											
3	Contract Increase	001-18 Engineering Services for Power Generation	Melendez	Black & Veatch	Capital & O&M	Black & Veatch \$454,640.00	Black & Veatch \$2,800,000.00 Power Engineers Inc. \$1,200,000.00	Black & Veatch \$3,534,640.00 Power Engineers Inc. \$1,200,000.00	10/22/2022 Black & Veatch \$280,000.00	Five (5) Years, w/ One (1) - 1 Yr. Renewals	N/A
<p>Originally Awarded: 1/15/2018 Contract Expiration: 1/14/2024 For additional information contact: Rodney Lovgren</p> <p>JEA utilizes two (2) contractors for electric plant engineering services. The consultants perform services scoped and developed by JEA on a task authorization basis with a developed scope and fee. This increase is to allow continued use of the primary contractor (Black &amp; Veatch) to perform four (4) projects: 1. NGS Material Handling Byproducts Bldg, 2. NGS Intake Cell Repair, 3. NGS Biomass Processing Area, and 4. Site Feasibility Study related to the IRP (Integrated Resource Plan). The current rates apply for the remainder of the contract.</p>											
4	Contract Increase	On-premise Oracle E-Business Suite Migration to Oracle Cloud Infrastructure	Selders	Insight Public Sector, Inc.	Capital	\$656,079.36	\$2,382,922.80	\$4,465,021.76	11/03/2022 - \$1,426,019.60	Project Completion (through 07/31/2023)	N/A - Optional
<p>Contract Piggyback: 43230000-NASPO-16-ACS Last Award Approval: 11/03/2022 For additional information contact: Nickolas C. Dambrose</p> <p>Originally awarded with Awards Committee Approval on 04/21/2022. Contract increase for ISG upgrade approved on 11/03/2022 in the amount of \$1,426,019.60.</p> <p>This request is for a contract increase for \$656,079.36 for re-architecture and re-design effort of JEA's Oracle Cloud Infrastructure (OCI) implementation. Insight Public Sector's contracted working partner is Accenture. The Accenture resources have already completed the original scope of work and the work contained in the previously approved 11/03/2023 change order, up to cutover preparation and cutover/implementation. This award request contains a partial ratification in the amount of \$590,471.43 to maintain the same Accenture resources to complete this project.</p> <p>The additional re-engineering effort required both the Accenture and JEA project resources to be extended for two additional implementation months through the effective date of 06/26/2023. This funding request also includes a thirty-day stabilization effort as originally agreed to ensure continuity of newly implemented OCI through July 26, 2023.</p> <p>JEA anticipates an additional award request to Accenture for the same resources utilized for the OCI Implementation for follow-up work. The extended support will be awarded separately and directly to Accenture at a later date with the sourcing basis to be determined. The extended support will include but not be limited to O&amp;M support and knowledge transfer not related to the previous OCI implementation.</p>											

**Consent Agenda Action**

Committee Members in Attendance	Names <b>Ted Phillips</b> , <b>David Emanuel</b> , <b>Mark Stultz</b> for <b>Laura Schepis</b>										
Motion by:	<b>David Emanuel</b>										
Second By:	<b>Mark Stultz</b>										
Committee Decision	<b>Approved</b>										



Consent Agenda Signatures

Budget	Name/Title	<u>Stephanie M Kealy</u>
Awards Chairman	Name/Title	<u>Theodore B Phillips</u>
Procurement	Name/Title	<u>JJ McMan</u>
Legal	Name/Title	<u>Rebecca Lavis</u>

**Consent Agenda**

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1	Minutes	Minutes from 05/11/2023 Meeting	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	State Contract/ Piggyback	Workplace Modernization Consulting Services  State of Florida Contract 43230000-015-01 Piggyback  For additional information contact: Nick Dambrose  JEA seeks to modernize the systems that it uses for communication and collaboration across the organization. JEA seeks to partner with Microsoft Corp to provide consulting services for guidance in its investment in systems and technology that will provide the best value to their end users with the least disruption over time. JEA chose to use Microsoft due to their experience of moving companies to the cloud. JEA is looking to leverage cloud-based collaboration through the use of SharePoint Online in support of this strategy.  This award piggybacks off of the State of Florida contract with Microsoft Corporation which was competitively bid in 2017 and expires 08/2024. This request is for an estimated seven (7) month engagement for consulting services to modernize JEA's internal communication and collaboration strategy(ies). Microsoft also agreed to keep our current system under support while we do this migration. This engagement shall also include implementation of accompanying technologies to complete the modernization. When completed, the modernization shall include a new environment that transitions unsupported workflows and information paths that currently reside in JEA's on premise environment. The goal of this engagement is to establish an engaging platform that provides a unified and modern employee experience allowing for seamless collaboration and access to applications and data, specifically around our SharePoint Online instance.	Selders	Microsoft Corporation	O&M (HE20700)	\$2,332,015.00	N/A	\$2,332,015.00	N/A	Project Completion Start (06/06/2023) End (Estimated 12/31/2023)	N/A
3	RFP	1411145846-23 Trailers, Wire Puller and Tensioner  Advised 3/30/2023 Four (4) Proposals Received For additional information contact: Eddie Bayouth  This Request For Proposal is for the purchase of three (3) cable pullers and one (1) bullwheel tensioner.  For Electrical Replacement there were two (2) cable pullers and one (1) bullwheel tensioner; for Expansion there was one (1) cable puller for FY23. JEA received four proposals for the smaller bullwheel tensioner, but only one proposal for the larger cable puller. The three vendors that did not submit proposals for the cable puller stated that they did not have any equipment available that could meet the technical specifications requested as they required substantial modifications from their standard offerings. JEA Fleet budgeted \$260,000.00 for each of the cable pullers based on the last price paid in 2015 and additional increases seen in trailer prices since then. JEA Fleet also budgeted \$97,000.00 for the wire tensioner based on conversations with vendors prior to solicitation being issued.  Actual costs of each cable puller will be \$227,416.26 and the bullwheel tensioner will be \$58,466.00. After evaluating the proposals, Altec Industries, Inc. was deemed to have the highest overall score for both trailers. It should be noted that Altec Industries Inc. was the highest evaluated and lowest overall price.	McElroy	Altec Industries, Inc.	Capital	\$740,714.75	N/A	\$740,714.75	N/A	Proposals Opened 4/18/2023  Project Completion (Estimated August 2024)	N/A
4	Contract Increase	1410399647 Construction Services for Underground Water, Wastewater, and Reuse Grid Repair and Installation Services  Last Award Approval: 9/22/2022 For additional information contact: David King  The Work performed under this Contract for Construction Services for Underground Water, Wastewater, and Reuse Grid Repair and Installation Services, includes: Water Main replacements and/or extensions, Water, Wastewater, and/or Reclaimed Piping repairs, replacements, and/or extensions, manhole installation and repairs, service connections and large meter installations. This increase funds the current contract through 12/24/2024 with current rates. The increases are strictly for covering planned work until the end of the contract term.	Vu / Water-Wastewater	Callaway Contracting, Inc. J. B. Coxwell Contracting, Inc. T B Landmark Construction Inc Petticoat-Schmitt Civil Contractors, Inc.	Capital	\$2,045,000.00 \$2,000,000.00 \$2,000,000.00 \$890,000.00	\$2,500,000.00 \$2,000,000.00 \$2,000,000.00 \$1,000,000.00	\$12,000,000.00 \$4,200,000.00 \$4,200,000.00 \$3,200,000.00	Callaway Contracting, Inc. 9/14/2022 - \$250,000.00 9/22/2022 - \$6,300,000.00 4/13/2023 - \$905,000.00  J. B. Coxwell Contracting, Inc. 04/13/2023 - \$200,000.00  T B Landmark Construction Inc 4/13/2023 - \$200,000.00  Petticoat-Schmitt Civil Contractors, Inc. 7/11/2022 - \$100,000.00 9/22/2022 - \$1,000,000.00 4/13/2023 - \$210,000.00	Three (3) Years w/ Two - 1 Yr. Renewals  Start Date: 11/23/2021 End Date 12/14/2024 Two Renewals Remaining	N/A Each task order under this contract will be reviewed and given a JSEB requirement prior to it being issued to the contractor.
5	Contract Increase	128-19 Residential Backflow Preventer Testing Services for JEA  Last Awarded: 12/16/2021 For additional information contact: Dan Kruck  The scope of work for this contract includes testing residential reclaimed backflow preventers. Every residential reclaimed water customer is required to have a backflow preventer and have it tested every two years. The requested increase will fund the residential backflow testing contract through the end of the contract term. The cost of the testing has not increased, and will be fixed until the end of the contract. The services will be re-bid prior to the end of this contract.	Young	Bob's Backflow, Inc.	O&M	\$400,000.00	\$0.00	\$2,677,000.00	12/16/2021 - \$690,000.00 03/23/2023 - \$207,000.00	Two (2) Years w/Two (2) One (1) Yr. Renewals  Start: 02/01/2020 End: 01/31/2024 No Renewals Remaining	N/A
6	Contract Increase	123-18 Grit, Waste & Sludge Disposal Management Services for the Buckman Water Reclamation Facility (WRF)  Last Award Approval: 11/17/2022 For additional information contact: Darriel Brown  This contract increase is needed to fund biosolid removal through FY23. The biosolids dryer at Buckman WRF is currently out of service, resulting in using these services more than originally forecasted. The basis for the increase is historical spend and the Capital component has been added due to the dryer being out of commission. JEA is anticipating the need to be approximately \$168,728.77 per month for the remaining six (6) months of the contract.	Vu / Water-Wastewater	H&H Liquid Sludge Disposal, Inc.	Capital and O&M	\$1,012,372.60	\$0.00	\$3,854,997.66	10/27/2022 - \$176,250.00 11/17/2022 - \$903,875.06	Five Years w/ One (1) - 1 Yr. Renewal  Contract Start Date: 10/30/2018 Contract End Date: 10/29/2023 One Renewal Remaining	N/A
7	Contract Increase	NGS 2B Gathering Conveyor Upgrade  Last Awarded: 03/23/2023 Original Award Type: Single Source For more information contact: Rodney Lovgren  The original scope of work is for the unit 2B gathering conveyor upgrade. After additional internal discussions with JEA maintenance, it was determined that it would be beneficial to add a rebuild kit to the conveyor takeup section along with new access covers. This contract increase is for OEM to provide the rebuild kit and access covers for this additional scope.	Melendez	United Conveyor Supply Company (DBA UCC Environmental)	Capital	\$59,029.00	\$356,290.00	\$415,319.00	N/A	Project Completion (Q4, 2023)	N/A

Award #	Award #2 07/19/23 Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term	JSEB Participation (Y/N) If Y, then list company name(s) (% \$ awarded)
8	Renewal	On-Road Residential Electrification Program and Strategy	Pope	Sagwell, Inc.	O&M (HE10000)	\$770,674.00	\$298,429.00	\$1,547,664.00	08/12/2021 - \$23,286.00 03/17/2022 - \$455,175.00	One (1) Year w/Two (2) - One (1) Yr. Renewals Begin: (05/01/2021) End: (04/30/2024) No Renewals Remaining	JSEBs were reviewed and no opportunities available.
<p>Last Awarded: 03/17/2022 For additional information contact Nicolas Dambrose</p> <p>This request is for the last remaining one (1) year renewal from 05/01/2023 to 04/30/2024 to the existing contract with Sagwell, Inc. to maintain JEA's residential electric vehicle program. This renewal shall maintain the scope changes previously approved by the Awards Committee. The general administrative fees (monthly program fee) for this renewal shall include a two (2%) percent increase from current monthly program fees. This two (2%) increase is less than the previously anticipated four (4%) previously discussed in prior award.</p> <p>JEA's annual total for electrical upgrades are an additional estimated \$163,00.00 from the prior year because program participation continues to increase. The total amount shown is based on a 1-year participation forecast. JEA's costs for IT support shall remain constant for this renewal. JEA's cost for its use of Sagwell's Dealer Inventory Search Tool (DIST) shall also decrease thirty-two (32%) percent from the prior annual renewal.</p>											
9	RFP	B50 Generator Switchboard and ATS Supply	Melendez	JoKell, Inc.	Capital	\$423,939.76	N/A	\$423,939.76	N/A	Project Completion (Q3, 2024)	N/A
<p>Advertised: 04/06/2023 Bid Opening: 05/02/2023 Three (3) Proposals Received For additional information contact: Rodney Lovgren</p> <p>This award is for the supply of the parts needed for the integration of the emergency generator at BBGS. Parts include one (1) 480V, 2000A electric switchboard and five (5) 480V automatic bypass-isolation transfer switches. The award amount is 21% over the budget estimate (\$350,247.00). It is noted the budget estimate is over 1 year old and considering the current market and competitive proposals received, the price is deemed reasonable.</p>											
10	RFP	Ribault Substation 138-26 kV T2 and Circuit 452 Addition	Melendez	Reliable Substation Services, Inc.	Capital	\$863,500.00	N/A	\$863,500.00	N/A	Project Completion (Q4, 2023)	JSEB Optional Landscape Construction 5%
<p>Advertised: 03/29/2023 Bid Opening: 05/09/2023 Five (5) Proposals Received For additional information contact: Rodney Lovgren</p> <p>The Substation Ribault T2 Addition project installs a T2 transformer. This project adds three (3) 26kV bays, two for the new 452 circuit expansion. The award amount is approximately 42% lower than the budget estimate. JEA reviewed the project with the supplier, which has performed a considerable amount of work JEA. Considering the range of the proposals received from \$863k to \$1.3M, the proposal price is deemed reasonable.</p>											
11	DEFER	DEFER	DEFER	DEFER	DEFER	DEFER	DEFER	DEFER	DEFER	DEFER	DEFER
DEFER											

**Consent Agenda Action**

Committee Members in Attendance	Names <u>Ted Phillips</u> , <u>Janie Smalley for Laura Schepis</u> , <u>Tony Long for David Emanuel</u>
Motion by:	<u>Janie Smalley</u>
Second By:	<u>Tony Long</u>
Committee Decision	<u>Approved</u>

**Consent Agenda Signatures**

Budget	Name/Title <u>Stephanie M Kealy</u>
Awards Chairman	Name/Title <u>Theodore B Phillips</u>
Procurement	Name/Title <u>JAM</u>
Legal	Name/Title <u>Rebecca Lavis</u>

**Informational**

Sunshine Training took place for the Committee Members and their Delegates. Those in Attendance are as follows: Ted Phillips, Janie Smalley, Tony Long, Stephen Datz, Joe Orfano and Delphine Maiden.



## Formal Bid and Award System

Award #9 November 18, 2021

**Type of Award Request:** BID (IFB)  
**Request #:** 249  
**Requestor Name:** Sencer, Justin  
**Requestor Phone:** (904) 665-6826  
**Project Title:** Construction Services for Underground Water, Wastewater and Reuse Grid Repair and Installation Services  
**Project Number:** Various  
**Project Location:** JEA  
**Funds:** Capital, O&M  
**Budget Estimate:** \$7,500,000.00

**Scope of Work:**

The Work performed under this Contract shall include providing the personnel, equipment, and materials to complete assigned tasks including, but not limited to, the following:

- Water Main replacements and/or extensions (including the addition of valves, fire hydrants, or service modifications necessary to bring existing systems into compliance with current standards)
- Water, Wastewater, and/or Reclaimed Piping repairs, replacements, and/or extensions (including valves and other appurtenances as well as piping within vacuum and low-pressure systems)
- Manhole installation & repairs (excluding liners/linings)
- Service connections (residential and commercial)
- Large meter installations

**JEA IFB/RFP/State/City/GSA#:** 1410399647

**Purchasing Agent:** Kruck, Dan

**Is this a Ratification?:** NO

**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
CALLAWAY CONTRACTING, INC.	Jeremy Isbell	jeremy@callawaycontracting.com	10950 New Berlin Rd, Jacksonville, FL 32226	(904) 751-8944	\$2,500,000.00
TB LANDMARK CONSTRUCTION, INC.	Martin Adams	estimating@tblandmark.com	11220 New Berlin Rd, Jacksonville, FL 32226	(904) 751-1016	\$2,000,000.00
J.B. COXWELL CONTRACTING, INC.	Garland Chink	estimating@jbcowell.com	6741 Lloyd Road West, Jacksonville, FL 32254	(904) 786-1120	\$2,000,000.00

**Award #2 07/13/23**

PETTICOAT-SCHMITT CIVIL CONTRACTORS, INC.	Kimberly Bryan	kbryan@petticoatschmitt.com	6380 Philips Hwy, Jacksonville, FL 32216	(904) 751-0888	\$1,000,000.00
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**Amount for entire term of Contract/PO:** \$7,500,000.00  
**Award Amount for remainder of this FY:** \$2,350,000.00  
**Length of Contract/PO Term:** Three (3) Years w/ Two - 1 Yr. Renewals  
**Begin Date:** 12/15/2021  
**End Date:** 12/14/2024  
**Renewal Options:** Two - 1 Yr. Renewals  
**JSEB Requirement:** N/A

**Comments on JSEB Requirements:**

Each task order under this contract will be reviewed and given a JSEB requirement prior to it being issued to the contractor.

**BIDDERS:**

Name	Amount
CALLAWAY CONTRACTING, INC.	\$3,585,506.88
TB LANDMARK CONSTRUCTION, INC.	\$3,978,200.00
J.B. COXWELL CONTRACTING, INC.	\$3,994,264.81
PETTICOAT-SCHMITT CIVIL CONTRACTORS, INC.	\$4,064,356.80
DB CIVIL CONSTRUCTION, LLC	\$4,188,843.20
THE KENTON GROUP, INC.	\$4,266,630.00

**Background/Recommendations:**

Advertised on 09/03/2021. Nine (9) prime contractors attended the mandatory pre-bid meeting held on 09/15/2021. At Bid opening on 10/05/2021, JEA received six (6) Bids. Calloway Contracting, Inc., TB Landmark Construction, Inc., J.B Coxwell Contracting, Inc., and Petticoat-Schmitt Civil Contractors, Inc. are the lowest responsive and responsible Bidders. A copy of the Bid Forms and Workbooks are attached for reference.

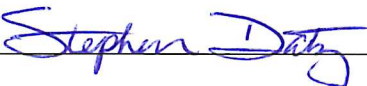
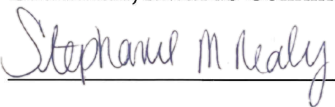
JEA anticipates the need for contracts with four firms under this solicitation in order to supplement JEA W/WW crews performing both scheduled construction and emergency line work. These are continuing contracts for construction/repair services, so task orders will be issued for each project as the jobs become available. Each task order will be billed using the unit prices in the attached Bid Workbooks. The unit prices are fixed for the three year term of the contract. If JEA issues a renewal, a CPI increase may be authorized at that time. JEA is awarding to the estimated projected budget for construction services during the contract term.

**Award #2 07/13/23**

1410403646– Request approval to award contracts to Calloway Contracting, Inc. (\$2,500,000.00), TB Landmark Construction, Inc. (\$2,000,000.00), J.B Coxwell Contracting, Inc. (\$2,000,000.00), and Petticoat-Schmitt Civil Contractors, Inc. (\$1,000,000.00) for construction services for Underground Water, Wastewater and Reuse Grid Repair and Installation Services in the amount of \$7,500,000.00, subject to the availability of lawfully appropriated funds.

**Director:** Scheel, Jackie B. - Dir W/WW Reuse Delivery & Collection  
**VP:** Vu, Hai X. - VP Water Wastewater Systems

**APPROVALS:**

	<u>11/18/21</u>
<b>Chairman, Awards Committee</b>	<b>Date</b>
	<u>11/18/21</u>
<b>Budget Representative</b>	<b>Date</b>

**CONSTRUCTION COST ESTIMATE**

**Project:** Metropolitan Loft Chilled Water Extension - Alt A  
**CIP Cat:** Water Treatment  
**File Name:** WS22080-1 Metropolitan Loft Chilled Water Extension - Alt A  
**Cost Index:** 13176.3 for March 2023  
**CP No:** 428-132

Alternate A - Extensive Schedule Restrictions



**Project Mgr:** Beth DiMeo  
**Estimator:** D Jones

**Estimate No:** WS22080-1  
**Rev. No:** 1  
**Date:** 3/20/2023

**PROJECT DEFINITION**

**CLASS 5**

**DIRECT CONSTRUCTION COSTS**

<b><u>Contractor Cost</u></b>		<b><u>Material</u></b>	<b><u>Labor</u></b>	<b><u>Equipment</u></b>	<b><u>Other/Sub-Cont.</u></b>	<b><u>TOTAL</u></b>
Total From Estimate Details - 12" CLDI Chilled Water Main		\$269,588	\$142,858	\$25,428	\$1,038,155	\$1,476,028
Total From Estimate Details - Metering Station		\$50,000	\$0	\$0	\$100,000	\$150,000
Escalation	6%	\$19,175	\$8,571	\$1,526	\$68,289	\$97,562
<b>Subtotal Contractor Cost</b>		<b>\$338,763</b>	<b>\$151,429</b>	<b>\$26,953</b>	<b>\$1,206,444</b>	<b>\$1,723,590</b>
Contingency ( Contractors Risk )	25%	\$84,691	\$37,857	\$6,738	\$301,611	\$430,897
Contingency ( Contract SWA )	0%	\$0	\$0	\$0	\$0	\$0
<b>Total Contractor Costs</b>		<b>\$423,454</b>	<b>\$189,287</b>	<b>\$33,692</b>	<b>\$1,508,055</b>	<b>\$2,154,487</b>

<b><u>Additional Direct Costs</u></b>		<b><u>Material</u></b>	<b><u>Labor</u></b>	<b><u>Equipment</u></b>	<b><u>Other/Sub-Cont.</u></b>	<b><u>TOTAL</u></b>
JEA Supplied Material and Labor		\$0	\$0	\$0	\$0	\$0
JEA Other Contract Costs		\$0	\$0	\$0	\$0	\$0
<b>Subtotal: Additional Direct Costs</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Total Direct Costs</b>		<b>\$423,454</b>	<b>\$189,287</b>	<b>\$33,692</b>	<b>\$1,508,055</b>	<b>\$2,154,487</b>

<b><u>JEA Cost &amp; Engineering</u></b>		<b><u>Labor</u></b>	<b><u>Contract</u></b>	<b><u>TOTAL</u></b>
Project Management	3.0%	\$64,635	\$0	\$64,635
Engineering ( All Services By Design Firm )	16.9%	\$0	\$363,778	\$363,778
Services During Construction ( JEA, Randstad, CEI )	5.0%	\$0	\$107,724	\$107,724
Project Support	3.5%	\$75,407	\$0	\$75,407
Real Estate	0.0%	\$0	\$0	\$0
<b>Total JEA Cost and Engineering</b>		<b>\$140,042</b>	<b>\$471,502</b>	<b>\$611,544</b>

<b>Total Project Costs</b>	<b>\$2,766,031</b>
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948 LF 12" Insulated CLDI Pipe installed by Open Cutting, 140 LF 12" Insulated Flanged CLDI Pipe installed Above Ground  
**CLASS 5 Accuracy Range -30% to +50%**



**CONSTRUCTION COST ESTIMATE**

Proj: Metropolitan Loft Chilled Water Extension - Alt A  
 CIP: Water Treatment  
 File: WS22080-1 Metropolitan Loft Chilled Water Extension - Alt A



Project Mgr: Beth DiMeo  
 Estimator: D Jones  
 Estimate No: WS22080-1  
 Rev. No: 1  
 Date: 3/20/2023

**12" CLDI Chilled Water Main**

NO.	DESCRIPTION	QTY	UNIT	MATERIALS		LABOR			CONST. EQUIPMENT		INSTL or S/C		TOTAL	RESOURCE
				UNIT	AMOUNT	MH	RATE	AMOUNT	UNIT	AMOUNT	UNIT	AMOUNT		
	Check Labor Rate with contract													
	Dewatering - Well Points or Sock method	474	LF								\$50.00	\$23,700	\$23,700	Historic Cost
	Trenching 9.5' Wide 5.5' Deep Including backfill, 1/2 to 1 Slope	474	LF								\$239.20	\$113,381	\$113,381	Means Cost Data 2022 Prod. 5
	12" CLDI Pipe Class 350 Push On Joint	948	LF	\$58.16	\$55,136	.760	\$40.00	\$28,819	\$11.59	\$10,987			\$94,942	ACIPC 3/17/2022 Prod 4
	12" CLDI Pipe Class 350 Push On Joint Restrained Jt Adder	663.6	LF	\$24.99	\$16,583								\$16,583	ACIPC 3/17/2022
	12" Dia Spool Pieces CLDI Pipe Class 53 Flg x Flg	140	LF	\$300.63	\$42,088	1.86	\$40.00	\$10,403	\$9.29	\$1,300			\$53,790	MTL: 0.625 US Pipe List Price LAB: MCAMHS 1/2022 Prod 2
	12" Pipe Insulation with all Service Jacket ( 3' per Fitting )	1088	LF	\$18.79	\$20,446		\$35.03	\$38,110					\$58,557	Means 2020 Average Cost Prod 2
	12" - 24" Pipe Hydraulic Pressure Test	1088	LF	\$0.22	\$239	.100	\$40.00	\$4,352	\$0.37	\$403			\$4,994	Means Heavy Const Cost Data 2022 230593.50 Prorated
	12" Dia Spool Pieces CLDI Pipe Class 53 Flg x Flg	140	LF	\$300.63	\$42,088	1.86	\$40.00	\$10,403	\$9.29	\$1,300			\$53,790	MTL: 0.625 US Pipe List Price LAB: MCAMHS 1/2022 Prod 2
	12" Flange Bolt and Gasket Set 304 SST	6	LS	\$102.00	\$612								\$612	Consolidated Pipe 4-14-2022
	Pipe Supports for Above Ground 12" Piping	1	LS								\$8,068.56	\$8,069	\$8,069	Allowance
	12" Gate Valve Mech Jt. with Box and Cover	2	EA	\$2,552.00	\$5,104	20.52	\$40.00	\$1,642	\$102.60	\$205			\$6,951	MTL: Ferguson 4/2022 LAB: MCA Prod 2
	12" Meg - A - Lug For CLDI Pipe	4	EA	\$135.00	\$540	3.80	\$40.00	\$608					\$1,148	Lab: Means Mtl: Ferguson 22-3 Prod 2
	12" Gate Valve NRS Flanged	2	EA	\$2,380.00	\$4,760	20.52	\$40.00	\$1,642	\$102.60	\$205			\$6,607	MTL: Ferguson 4/2022 LAB: MCA Prod 2
	12" Flange Bolt and Gasket Set 304 SST	2	EA	\$102.00	\$204								\$204	Consolidated Pipe 4-14-2022
	12" 90 Deg Ell CLDI C153 CL 350 Mech Jt	6	EA	\$365.75	\$2,195	5.40	\$40.00	\$1,296	\$27.00	\$162			\$3,652	MTL: 0.55 Tyler Union List Price 6/21 update 3/22 LAB: MCAMHS Prod 2
	12" Meg - A - Lug For CLDI Pipe	12	EA	\$135.00	\$1,620	3.80	\$40.00	\$1,824					\$3,444	Lab: Means Mtl: Ferguson 22-3
	12" 45 Deg Ell CLDI C153 CL 350 Mech Jt	12	EA	\$302.50	\$3,630	5.40	\$40.00	\$2,592	\$27.00	\$324			\$6,545	MTL: 0.55 Tyler Union List Price 6/21 update 3/22 LAB: MCAMHS
	12" Meg - A - Lug For CLDI Pipe	24	EA	\$135.00	\$3,240	3.80	\$40.00	\$3,648					\$6,888	Lab: Means Mtl: Ferguson 22-3
	12" Plug DI C153 CL 350 Mech Jt	2	EA	\$161.70	\$323	1.66	\$40.00	\$133	\$4.48	\$9			\$465	MTL: 0.55 Tyler Union List Price 6/21 update 3/22 LAB: MCAMHS
	12" Meg - A - Lug For CLDI Pipe	2	EA	\$135.00	\$270	3.80	\$40.00	\$304					\$574	Lab: Means Mtl: Ferguson 22-3
	12" Expansion Joint Mech Jt. With Polywrap and Field Insulation	2	EA	\$1,960.47	\$3,921	24.00	\$40.00	\$1,920					\$5,841	Means 23 21 20.42 0640 Mtl 2X Prod 3 Plus 3 Ft Insul



**CONSTRUCTION COST ESTIMATE**

Proj: Metropolitan Loft Chilled Water Extension - Alt A  
 CIP: Water Treatment  
 File: WS22080-1 Metropolitan Loft Chilled Water Extension - Alt A



Project Mgr: Beth DiMeo  
 Estimator: D Jones  
 Estimate No: WS22080-1  
 Rev. No: 1  
 Date: 3/20/2023

**12" CLDI Chilled Water Main**

NO.	DESCRIPTION	QTY	UNIT	MATERIALS		LABOR			CONST. EQUIPMENT		INSTL or S/C		TOTAL	RESOURCE
				UNIT	AMOUNT	MH	RATE	AMOUNT	UNIT	AMOUNT	UNIT	AMOUNT		
	12" Dia 90 Deg Elbow LR CLDI 250 PSI Flanged	4	EA	\$1,286.20	\$5,145	13.62	\$40.00	\$2,179	\$68.10	\$272			\$7,596	MTL: 0.59 Tyler Union List Price 6/21 update 3/22 LAB: MCAMHS
	12" Dia 45 Deg Elbow CLDI 250 PSI Flanged	6	EA	\$621.18	\$3,727	12.70	\$40.00	\$3,048	\$63.50	\$381			\$7,156	MTL: 0.59 Tyler Union List Price 6/21 update 3/22 LAB: MCAMHS
	12" Flange Bolt and Gasket Set 304 SST	12	EA	\$102.00	\$1,224								\$1,224	Consolidated Pipe 4-14-2022
	Temporary Support of Existing Utilities	1	LS								\$5,000.00	\$5,000	\$5,000	Allowance
	Resolve Utility Conflicts	1	LS								\$30,000.00	\$30,000	\$30,000	Allowance
	8" Existing Pipe Demolition	1	LS								\$6,000.00	\$6,000	\$6,000	Allowance
	18" Wall Coring for New 12" Pipe & Insulation	1	LS								\$1,200.00	\$1,200	\$1,200	Allowance
	Remove Existing Temporary Chiller	1	LS								\$4,500.00	\$4,500	\$4,500	Allowance
	<u>Site Work and Site Restoration</u>													
	A-3 Soil as Backfill Allowance	67	CY								\$55.00	\$3,667	\$3,667	Historic Cost
	Asphalt Pavement Removal	579	SY								\$111.54	\$64,618	\$64,618	Historic Cost
	Case IX Pavement Repair	579	SY								\$126.92	\$73,531	\$73,531	Historic Cost
	Remove Concrete Curb and Gutter, City Standard	100	LF								\$12.00	\$1,200	\$1,200	Historic Cost
	Replace Concrete Curb and Gutter, City Standard	100	LF								\$58.00	\$5,800	\$5,800	Historic Cost
	Removal of Concrete Sidewalk	111	SY								\$8.00	\$889	\$889	Historic Cost
	Replace Concrete Sidewalk, City Standard	111	SY								\$50.00	\$5,556	\$5,556	Historic Cost
	ADA Sidewalk Remove and Replace, City Standard	32	SY								\$76.11	\$2,436	\$2,436	Historic Cost
	1 1/2" Mill & Overlay and Striping	2317	SY								\$40.00	\$92,693	\$92,693	Historic Cost
	Miscellaneous Site Restoration	1	LS								\$5,000.00	\$5,000	\$5,000	Allowance
	Remove & Replace Traffic Loops	1	EA								\$2,834.01	\$2,834	\$2,834	Historic Cost
	Light Tower on Trailer Rental Per WK	7	WK						\$650.00	\$4,550			\$4,550	Quote Sunbelt Rental 7-22-15 Plus 25%
	Law Enforcement allowance	1	LS								\$10,000.00	\$10,000	\$10,000	Allowance
	Maintenance of Traffic 12%	1	LS								\$96,742.43	\$96,742	\$96,742	Allowance
	<u>Fiber Optics</u>													

**CONSTRUCTION COST ESTIMATE**

Proj: Metropolitan Loft Chilled Water Extension - Alt A  
 CIP: Water Treatment  
 File: WS22080-1 Metropolitan Loft Chilled Water Extension - Alt A



Project Mgr: Beth DiMeo  
 Estimator: D Jones  
 Estimate No: WS22080-1  
 Rev. No: 1  
 Date: 3/20/2023

**12" CLDI Chilled Water Main**

NO.	DESCRIPTION	QTY	UNIT	MATERIALS		LABOR			CONST. EQUIPMENT		INSTL or S/C		TOTAL	RESOURCE
				UNIT	AMOUNT	MH	RATE	AMOUNT	UNIT	AMOUNT	UNIT	AMOUNT		
	Fiber Optics		1 LS								\$37,500.00	\$37,500	\$37,500	Allowance Prod 1.5
	NE Florida Economic Factor 12%		1 LS								\$112,851.53	\$112,852	\$112,852	Allowance
	<u>General and Special Conditions</u>													
	General and Special Conditions 10%		1 LS								\$105,328.09	\$105,328	\$105,328	
	Permits \$7.00 per \$1,000 of Construction Cost.		1 LS								\$8,110.26	\$8,110	\$8,110	JEA City Permit Cost
A	<b>SUBTOTAL</b>				\$213,094			\$112,921		\$20,099		\$820,604	\$1,166,719	
B	<b>OVERHEAD</b>	10.0%			\$21,309			\$11,292		\$2,010		\$82,060	\$116,672	
C	<b>PROFIT</b>	8.5%			\$19,924			\$10,558		\$1,879		\$76,727	\$109,088	
D	<b>MOB / BOND / INSUR.</b>	6.0%			\$15,260			\$8,086		\$1,439		\$58,763	\$83,549	
E	<b>TOTAL ESTIMATED CONSTRUCTION COST</b>				<b>\$269,588</b>			<b>\$142,858</b>		<b>\$25,428</b>		<b>\$1,038,155</b>	<b>\$1,476,028</b>	

**CONSTRUCTION COST ESTIMATE**

Proj: Metropolitan Loft Chilled Water Extension - Alt A

CIP: Water Treatment

File: WS22080-1 Metropolitan Loft Chilled Water Extension - Alt A



Project Mgr: Beth DiMeo

Estimator: D Jones

Estimate No: WS22080-1

Rev. No: 1

Date: 3/20/2023

**Metering Station**

NO.	DESCRIPTION	QTY	UNIT	MATERIALS		LABOR			CONST. EQUIPMENT		INSTL or S/C		TOTAL	RESOURCE
				UNIT	AMOUNT	MH	RATE	AMOUNT	UNIT	AMOUNT	UNIT	AMOUNT		
	Construct Metering Station	1	LS								\$100,000.00	\$100,000	\$100,000	Allowance
	Metering Station Equipment	1	LS	\$50,000.00	\$50,000								\$50,000	Allowance
A	SUBTOTAL				\$50,000							\$100,000	\$150,000	
B	OVERHEAD ( Included in Unit Rate )													
C	PROFIT ( Included in Unit Rate )													
D	MOB / BOND / INSUR. ( Included in Unit Rate )													
E	TOTAL ESTIMATED CONSTRUCTION COST				\$50,000							\$100,000	\$150,000	

# Notes

WS22080-1 Metropolitan Loft Chilled Water Extension - Alt A

Rev. 1 - 3/20/2023

## 1 Basis of Estimate and Description of Work

The estimate was revised to add new design information per the 3/15/2023 web meeting with Beth DiMeo.

Revision 1 adds a metering station, changes Milling and Overlaying from one lane to the entire width of the street, revises Engineering costs based on design firm proposals and decreases escalation from 8% to 6%.

The revision 0 estimate was based on the draft Project Scope Statement by M Dvoroznak dated 6/14/2022.

The scope of work is to install chilled water piping to the Metropolitan Loft located at 421 West Church Street. A 12" supply and return line will run from the Downtown JEA DES plant down Clay St. to the Metropolitan Loft building on West Church St.

The 12" Supply and return line will be insulated cement lined ductile iron pipe installed by open cutting.

The estimate is an alternate estimate that includes extensive restrictions and extensive interferences with existing utilities.

## 2 Estimate Class and Range of Accuracy

This is a Class 5 Project Definition Estimate with an expected accuracy range of -30% to +50%

## 3 Escalation

ENR Construction Cost Index is 13176.3 for March 2023.

Escalation was changed from 8% to 6%. And is based on a 6% Annual Escalation Rate for 12 months.

The escalation rate is based on Engineering News Record Construction Cost Indexes.

The time frame from the date of the estimate to the midpoint of construction is assumed to be 12 months.

## 4 Contingency and Supplemental Work Authorization ( SWA )

The 25% contingency is unchanged the amount increased as a result of a higher construction cost.

The contingency has been included to cover unforeseen or discoverable work that in all likelihood will not be able to be determined until Engineering is in the Design Development Phase or a significant amount of Engineering for the project has been completed.

## 5 Information Sources

1. Draft Project Scope Statement by M Dvoroznak dated 6/14/2022.
2. Email from Mike Dvoroznak dated 9/15/2022 regarding traffic restrictions.
3. 3/15/2023 Web Meeting With Beth DiMeo.

## 6 Assumptions

Estimate assumes Real Estate costs will not be required.

Estimate assumes there will be extensive interferences with other utilities and a significant amount of excavation will be by hand.

Some night work required.

Estimate assumes pipe will be insulated cement lined ductile iron.

Estimate assumes traffic restrictions will allow one lane to be closed off for one block for the duration of construction.

Estimate assumes the entire width of the street will be Milled & Overlaid.

## **7 Cost Sources**

1. JEA Historical Costs from previous projects. See resource column in estimate details.
2. Means Heavy Construction Cost Data
3. Estimators General Construction Man-hour Manual
4. BNI Public Works Cost Book.
5. Vendor Quotes for material. See resource column in estimate details.

## **8 JEA Cost & Engineering Notes**

1. The Project Management cost percentage is unchanged at 3%, however the cost increased as a result of the increase in the Direct Cost. Cost dollars were calculated as a function of Total Direct Cost.

2. Engineering was increased \$52,226 from \$311,552 to \$363,778 with \$85,831 spent to date and \$278,247 forecasted to go. Cost percentage presented on Summary is calculated as a function of Total Direct Cost.

The revised Engineering cost is based on the Four Waters Engineering, Inc. proposal for professional Engineering Services \$318,278, the design of the Metering Station by Performance Engineering Inc. \$20,500 and a \$25,000 allowance for design of the fiber optics. Site Survey by CBA is \$19,656 and Geotechnical work by CSI Geo, Inc. is \$23,371. These costs are included in the Four Waters Engineering, Inc. proposal.

3. The Services During Construction percentage is unchanged at 5%, however the cost increased as a result of the increase in the Direct Cost. Cost dollars were calculated as a function of Total Direct Cost.

4. A 3.5% allowance for Project Support is unchanged, however the cost increased as a result of the increase in the Direct Cost. Cost dollars were calculated as a function of Total Direct Cost.

5. The 2% allowance for Real Estate has been deleted.

## **9 Total Project Cost**

This estimate sets the Total Project Cost at \$2,766,031.

The Direct cost increased \$321,829 as a result of adding the Metering Station and increasing Mill and Overlay the full width of the road. The deletion of Real Estate Costs were offset by an increase in the other Indirect Costs resulting in a net add of \$52,583. The increase in the Direct Cost and Indirect Cost resulted in an increase of \$374,413 for the Total Project Cost.

## **10 Estimate Draft Date and PM Approval**

Requested By: Beth DiMeo

Requested Date: 3/15/2023

Draft # 1 Date: 3/16/2023

Draft # 2 Date: 3/20/2023  
Project Manager Approval Date: 3/20/2023

# Notes

WS22080-1 Metropolitan Loft Chilled Water Extension - Alt A

Rev. 0 - 9/16/2022

## 1 Basis of Estimate and Description of Work

The estimate is based on the draft Project Scope Statement by M Dvoroznak dated 6/14/2022. The scope of work is to install chilled water piping to the Metropolitan Loft located at 421 West Church Street. A 12" supply and return line will run from the Downtown JEA DES plant down Clay St. to the Metropolitan Loft building on West Church St.

The 12" Supply and return line will be insulated cement lined ductile iron pipe installed by open cutting.

The estimate is an alternate estimate that includes restrictions where work cannot start until after morning rush hour traffic 9 AM and must end before afternoon rush hour traffic 4 PM. All traffic lanes must be open and road ready by 4 PM.

## 2 Estimate Class and Range of Accuracy

This is a Class 5 Project Definition Estimate with an expected accuracy range of -30% to +50%

## 3 Escalation

ENR Construction Cost Index is 13173.43 for September 2022.

Escalation is set at 8%. Based on a 8% Annual Escalation Rate for 12 months.

The escalation rate is based on Engineering News Record Construction Cost Indexes.

The time frame from the date of the estimate to the midpoint of construction is assumed to be 12 months.

## 4 Contingency and Supplemental Work Authorization ( SWA )

A 25% contingency has been included in the estimate as engineering for the project has not begun and requirements for project execution have not been determined.

The contingency has been included to cover unforeseen or discoverable work that in all likelihood will not be able to be determined until Engineering is in the Design Development Phase or a significant amount of Engineering for the project has been completed.

## 5 Information Sources

1. Draft Project Scope Statement by M Dvoroznak dated 6/14/2022.
2. Email from Mike Dvoroznak dated 9/15/2022 regarding traffic restrictions.

## 6 Assumptions

Dewatering required but assumed not to be difficult.

Estimate assumes all of the alignment will be in the roadway.

Estimate assumes minor Real Estate costs will be required.

Schedule restrictions required.

Estimate assume one lane for one block at a time can be closed off.

Some night work required.

Estimate assumes pipe will be insulated cement lined ductile iron.

Estimate assumes traffic restrictions where work cannot start until after morning rush hour traffic 9 AM and must end before afternoon rush hour traffic 4 PM. All traffic lanes must be open and road ready by 4 PM.

## **7 Cost Sources**

1. JEA Historical Costs from previous projects. See resource column in estimate details.
2. Means Heavy Construction Cost Data
3. Estimators General Construction Man-hour Manual
4. BNI Public Works Cost Book.
5. Vendor Quotes for material. See resource column in estimate details.

## **8 JEA Cost & Engineering Notes**

1. Project Management cost percentages are within the standard range for projects of this scope. Cost dollars were calculated as a function of Total Direct Cost.
2. Engineering cost percentages are within the standard range for projects of this scope. Cost dollars were calculated as a function of Total Direct Cost.
  - A. Engineering - 49%
  - B. Survey - 10%
  - C. Geotechnical - 2.5%
  - D. Permitting - 1.5%
  - E. Services During Construction by Engineering firm - 37%.
3. Services During Construction cost percentages are within the standard range for projects of this scope. Cost dollars were calculated as a function of Total Direct Cost.
4. A 3.5% allowance for Project Support has been included in the estimate. 1.5% is included for Project Controls and 2% for O&M and miscellaneous charges. Cost dollars were calculated as a function of Total Direct Cost.
5. A 2% allowance for Real Estate has been included in the estimate. Cost dollars were calculated as a function of Total Direct Cost.

## **9 Estimate Draft Date and PM Approval**

Requested By: M Dvoroznak

Requested Date: 9/15/2022

Draft # 1 Date: 9/16/2022

Draft # 2 Date:

Draft # 3 Date:

Project Manager Approval Date:





## Formal Bid and Award System

Award #8 March 25, 2021

**Type of Award Request:** PROPOSAL (RFP)  
**Request #:** 6916  
**Requestor Name:** Breadon, William A. - Project Administrator Construction  
**Requestor Phone:** (904) 665-4285  
**Project Title:** Blacks Ford Water Reclamation Facility Warehouse and Site Improvement Design Services  
**Project Number:** 8006790  
**Project Location:** JEA  
**Funds:** Capital  
**Budget Estimate:** \$155,000.00

### Scope of Work:

JEA is soliciting proposals for design services for the Blacks Ford Water Reclamation Facility (WRF) located at 1245 Reclamation Drive, Jacksonville, FL. The contract shall furnish engineering design at 30%, 60%, 90% and 100% for JEA review and approval. Project will include construction of a 5000 square foot (SF) warehouse, add additional lighting, parking, Electric Vehicle (EV) infrastructure and make required drainage and stormwater improvements as per the drawings in Appendix C – Blacks Ford Drawing. The basis of design for the warehouse at Blacks Ford WRF will be based on the drawings and technical specifications provided as Appendix C – Mandarin Warehouse Drawings and Appendix C – Mandarin Warehouse Specifications. JEA's intention is to have a consistent warehouse building design standard in the future. Engineered drawings shall meet all the requirements of JEA Standards, state and local building codes.

**JEA IFB/RFP/State/City/GSA#:** 012-21  
**Purchasing Agent:** Selders, Elaine Lynn  
**Is this a ratification?:** NO

### RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
BHIDE & HALL ARCHITECTS, P.A.	David Shively	dshively@bhide-hall.com	1329-C Kingsley Ave, Orange Park, FL 32073	(904) 264-1919	\$145,000.00

**Amount for entire term of Contract/PO:** \$145,000.00  
**Award Amount for remainder of this FY:** \$120,000.00  
**Length of Contract/PO Term:** Project Completion  
**Begin Date (mm/dd/yyyy):** 04/01/2021  
**End Date (mm/dd/yyyy):** Project Completion (Expected by 09/15/2021)  
**JSEB Requirement:** Evaluation Criteria (10% Goal)

## Award #3 07/13/23

### Comments on JSEB Requirements:

Eng Engineering, Inc. – 11% - Mechanical, Electrical, and Plumbing Engineering  
Michele M. Agee, P.E., P.A. – 12.9% - Civil Engineering  
G.M. Hill Engineering Inc. – 11.9% - Structural Engineering

### PROPOSERS:

Name	Amount	Rank
BHIDE & HALL ARCHITECTS, P.A.	\$145,000.00	1
PQH GROUP DESIGN, INC.	N/A	2

### Background/Recommendations:

Advertised on 12/23/2020. Two (2) companies attended the optional pre-proposal meeting held on 12/29/2020. At Proposal opening on 01/26/2021, JEA received two (2) Proposals. Due to low participation, JEA extended the Proposal opening day by one week as a third company was interested if they received more time but additional Proposals were not received. The public evaluation meeting was held on 02/19/2021, and JEA deemed Bhide & Hall Architects, PA the most qualified firm to perform the work. A copy of the evaluation results and fee proposal are attached as backup.

Negotiations with the Bhide & Hall Architects, P.A. were successfully completed. The proposed engineering design and services during construction (SDC) in the amount of \$145,000.00 is approximately 6.5% lower than the estimated budget. Bhide & Hall was awarded a contract for similar warehouse design services in 2020 and the hourly rates remained the same. The negotiated fees proposed were compared with similar facilities design projects and have been deemed reasonable.

The project details are below:


- Engineering Budget Estimate (at the time of Proposal): \$155,000.00
- Total Engineering Cost: \$145,000.00 (9.7% of construction budget estimate)
  - Engineering Design Services: \$120,000.00 (8% of Construction Budget Estimate)
  - Services During Construction (SDC): \$25,000.00 (1.7% of Construction Budget Estimate)
  - Site survey fees: N/A (0% of Construction Budget Estimate)
- Design Completion Date: 09/15/2021
  
- Construction Budget Estimate (at the time of Proposal): \$1,492,509.00
- Construction Completion Date: 09/15/2023
  
- Total Project Budget: \$1,637,509.00

012-21 - Request approval to award contract to Bhide & Hall Architects, P.A. for Blacks Ford Water Reclamation Facility Warehouse and Site Improvement Design Services in the amount of \$145,000.00, subject to lawfully appropriated funds.

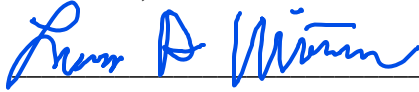
Manager: Crane, Christopher T. - Manager, Facilities Operations  
Director: Brunell, Baley L. - Director, Facilities & Fleet Services  
VP: McElroy, Alan D. - VP Supply Chain & Operations Support

### APPROVALS:

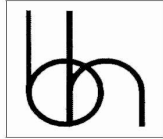
Award #3 07/13/23

 03/25/2021

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

 3/25/21

**Budget Representative** **Date**



BHIDE & HALL ARCHITECTS, P.A.  
License #AAC000569

Mr. William Breadon  
JEA  
21 West Church Street. CC-6  
Jacksonville, FL, 32202-3139

June 5, 2023 – ADD 2

Ref: Engineering Design for Blacksford Water Reclamation Facility (WRF)  
Warehouse and Site Improvement – **OWNER DIRECTED DESIGN/SCOPE REVISIONS**

Dear Ms. Breadon,

Bhide & Hall Architects, PA, is requesting additional design services related to the following Civil, Architectural, and Engineering design scope for the design of the New Storage Building and site related improvements project at the existing Blacksford Water Reclamation Facility located at 1245 Reclamation Drive in Jacksonville, FL.

**Please see the attached Proposal Conditions Summary for a description of the Scope of work required to move the storage building to an alternative location on the project site. Please note that we are currently in permit review with St. Johns County. Modifications to the placement of the building will be completed and delivered to the county following the official permit review.**

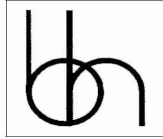
The below lump sum fee will cover all services for this project. We have received a proposal for the

Fees for Scope of Services: \$47,000.00

We are prepared to start work on the above scope as soon as we receive notice to proceed. If you should have any questions about this proposal, please do not hesitate to call or email me directly.

Respectfully,

David S Shively, NCARB, EDAC  
Senior Architect  
FL AR0099028  
**Bhide & Hall Architects, P.A**



## I. SCOPE OF WORK

### SITework

- Relocate Storage building, Drive Aisle, and associated equipment parking from current site location to area adjacent to main administrative offices.
  - Provide updated site lighting for scope of work, including required photometrics.
  - Provide updated design for asphalt paved parking area and drive aisles.
  - Provide infrastructure (conduit with stub-up) for future EV (Electric Vehicle) use.
  - Provide updated design to infrastructure, cabling, and termination for emergency backup generators and pumps battery draw-down charging (total of 20 Spaces).
  - Provide updated storm water design and submit modification to AHJ for record.
  - Provide updated design to tie into existing storm water system.

### WAREHOUSE (STORAGE) BUILDING

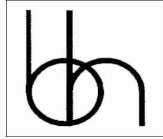
- A New, One-Story storage building of approximately 5,000 GSF.
  - Provide updated design to provide a driveway into and out of the building.

### DELIVERABLES

- All interim design deliverables (60%, 100%) will be in electronic (PDF) format only.
- Final Deliverable will provide one (1) hard copy of signed and sealed drawings for owner use.
- Permitting: We will assist the contractor in obtaining a permit. Please note that we are not responsible for obtaining permits on behalf of the owner or contractor. We can assist with answering AHJ comments and questions.
- We do NOT include any hard copy prints for the contractors' use, beyond what is indicated above. The contractor will have access to the electronic (PDF) copy of the signed and sealed documents and may print documents as needed for construction purposes.
- Design will include a revision to the basic explanation of phasing to address different components of the project. Preliminary Phasing to be modified from the original scope is indicated below:
  - Phase I – Demolition and Site Prep
  - Phase II – Sitework (Parking) and Storm Water Retention System Upgrades
  - Phase III – New Storage Building & Associated Site Improvements

## II. GENERAL

- Meetings:
  - Initial Scope Meeting to discuss required revisions with JEA representatives and design team.
  - One Interim Review meeting a final deliverable.
- PERMITTING/REVIEW SERVICES
  - Provide required submittals for the local AHJ (Authorities Having Jurisdiction):
    - *The contractor is responsible for submitting and pulling all permits.*
      - *Our team will assist the contractor in responding to any AHJ comments.*
    - *ALL Application Fees shall be paid by the owner.*
- CONSTRUCTION ADMINISTRATION SERVICES
  - Meetings / Site Visits:
    - Pre-Construction Meeting
    - Attend phone/conference call meetings as required.
    - Monthly OAC meetings will be attended by the Architect/Project Manager. (9 max)
    - We will address any/all contractors issued Requests for Information (RFI's).
    - We will review for compliance with design documents, project submittals and shop drawings.



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**FEE ANALYSIS/BREAKDOWN**

**PROFESSIONAL DESIGN SERVICES (ADD SERVICE)**

o Architectural:	\$9,500.00
o Structural:	N/A
o Mechanical/Elec/ Plumb:	\$12,000.00
o Civil/Landscape:	\$12,000.00
<b>Total:</b>	<b>\$33,500.00</b>

**CONSTRUCTION ADMINISTRATION (ADD SERVICE)**

o Architectural:	\$8,000.00
o Structural:	\$N/A
o Mechanical/Elec/ Plumb:	\$2,500.00
o Civil:	\$3,000.00
<b>Total:</b>	<b>\$13,500.00</b>

**PROFESSIONAL SERVICES TOTAL: \$47,000.00**

**INVOICING**

o 60% Design	\$20,100.00
o FINAL Design (100%)	\$13,400.00
o Construction Administration	(+/- 9 months)

(Invoiced Monthly based on contractor's percentage completion)

*\*Invoicing shall be submitted to JEA at the completion of each phase of service and shall be paid upon receipt.*

*Direct Costs and Expenses shall be invoiced upon delivery of said items.*

**PROJECT SCHEDULE (ADD SERVICE)**

**DESIGN SCHEDULE**

o 60%	4 weeks
o 100%	2 weeks
<b>TOTAL:</b>	<b>7 weeks</b>

PERMIT RESUBMISSION UNKNOWN

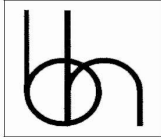
- o *We will submit documents immediately upon completion and approval of JEA. We cannot know the duration of time that the AHJ will take for review and approval.*

CONSTRUCTION TIMELINE +/- 9 months

\*Construction timeline is an estimate.

**III. ASSUMPTIONS & EXCLUSIONS**

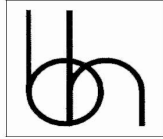
- We exclude any Hazardous Materials testing and/or remediation associated to the demolition or excavation of structures or site features. We assume that any fees and services associated to these efforts will be covered through a third-party contract with JEA.
- We exclude fees for an additional site survey or tree survey. The site parking adjacent to the Operations Building lies within an area of densely packed trees. We understand from JEA that none of these trees are expected to require remediation. This same area indicated a "fall-off of roughly 2 feet away from the Operations Building. Limited information is included in the background documents that were delivered for development of the design services proposal. If a topographical survey and tree survey is required, we reserve the right to negotiate those services at that time.



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License #AAC000569

- If Geotechnical Engineering testing is required, we exclude these services as a part of this contract.
- We exclude the design of “Alternates” as a part of the construction documents.
- We exclude LEED design, documentation, and certification.
- We exclude Fire Protection Design and assume that this will not be necessary for the proposed building. Should it be determined that this is required, those design services can be negotiated.
- We exclude Building Commissioning Services during and at the completion of construction.
- Existing Property Survey and Civil documentation will be provided to the team by the owner.
- No work will be conducted to address areas outside of the scope of work identified in this proposal.
- We exclude design coordination with third party engineers working on site or for JEA under separate contracts.
- We exclude any fees associated with wholesale design modifications.
- We reserve the right to modify our fees if additional scope (not identified in this proposal) is added after the execution of this contract.
- We exclude a “Value Engineering” review of completed construction documents.
- Please note that we do not produce As-Built documents as those are the responsibility of the contractor constructing the project. We include the development of Record Documents at the completion of the project. *Record documents will include any changes that are officially documented and logged by the design team during construction as a part of the RFI or Change Order Process. We cannot include changes by the contractor or other parties that we are unaware of.*

END



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License #AAC000569

RE: **Engineering Design for Blackford Water Reclamation Facility (WRF) – ADD SERVICES**  
**Warehouse and Site Improvement: Architectural Time Estimate**

***Budgetary Summary of Estimated Time FOR add services only (06/05/2023)***

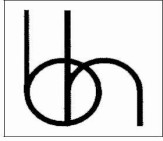
	HOURS	Hourly Rates*	Fee (Est.)
60% Design Delivery			
Principal	0	\$150	\$0
Project Manager	2	\$85	\$170
Senior Architect	20	\$120	\$2,400
Architect	0	\$100	\$0
CAD Technician	48	\$65	\$3,120
Admin/Support	1	\$45	\$45
60% Design Phase Total	<b>71</b>		<b>\$5,735</b>
Final Documents (Signed & Sealed)			
Principal	0	\$150	\$0
Project Manager	2	\$85	\$170
Senior Architect	16	\$120	\$1,920
Architect	0	\$100	\$0
CAD Technician	24	\$65	\$1,560
Admin/Support	4	\$45	\$180
Final Delivery Total	<b>115</b>		<b>\$3,830</b>
<b>DESIGN PHASE TOTAL</b>			<b>\$9,565</b>

*The total Architectural Design Service Fee is rounded to \$9,500 even.*

\*The hourly rates shown in the above table are extracted from our Standard General Terms and Conditions. These rates include profit and overhead.



Award #3 07/13/23



BHIDE & HALL ARCHITECTS, P.A.  
License #AAC000569

SUB-CONSULTANT PROPOSALS

*(for reference)*



*Eng Engineering Inc.*

MECHANICAL ELECTRICAL FIRE PROTECTION INFRARED FORENSIC

May 3, 2023

David Shively AIA, EDAC  
Bhide & Hall Architects, P.A.  
1329-C Kingsley Avenue  
Orange Park, Florida 32073

Project: JEA Blacks Ford WRF Site Revisions – Change Order #1  
1245 Reclamation Drive  
Jacksonville, Florida 32259

Dear David:

Thank you for the opportunity. We evaluated the information provided and developed the following scope of work and fee. Please let us know if anything needs to be added, modified, and/or removed.

ELECTRICAL DESIGN

1. Electrical design to revise site electrical and site lighting for warehouse relocation. Warehouse design is to remain as-is and not included with this work. Photometric levels will be per JEA Standards.
2. The warehouse is currently fed from the existing electrical building that has emergency backup power. A new origin of power will need to be identified for the new warehouse location. A meeting with JEA power distribution engineer will be required to coordinate where the new incoming service will originate.
3. Relocate overhead communication lines as required to avoid interfering with the new warehouse location.
4. Make one (1) site visit to gather existing site information, if needed.
5. Circuiting for new lighting and power.
6. Panel schedules of new circuiting.
7. Electrical load calculations.
8. Electrical single-line riser diagram.
9. Electrical design specifications will be located on the electrical drawings.
10. Electrical designs will be in accordance with JEA Standards, Florida Building Code, and National Electric Code.

8130 Bayberry Road  
Jacksonville, Florida  
32256-7414

Tel: 904.721.2323

Fax: 904.721.2329

www.engengineering.com

BID SERVICES

1. Respond to contractor questions during the bid process.

CONSTRUCTION ADMINISTRATION

1. Review contractor provided shop drawings.
2. Respond to RFIs during construction.
3. Attend one (1) site inspection. *Note: Additional site inspections will be time and material per the 2023 Eng Engineering Rate Sheet.*

EXCLUSIONS

1. Items and tasks not mentioned above.
2. Meetings not mentioned above.
3. Plumbing, mechanical, and fire protection engineering services.

DELIVERABLES

1. PDF submittals.
2. Electronically signed and sealed drawings.

NOTES

1. Additional services not mentioned will be time and material per the 2023 Eng Engineering Rate Sheet.

Fee for above services: **\$12,000 Design / \$2,500 CA**

We will invoice at each submission (e.g., 30%, 60%, 90%, and 100%). If the project is put on hold or cancelled, we will invoice for the percentage of work completed. Payment is considered delinquent after 30 days from date of invoice. A 2% finance fee will be added to any outstanding invoiced amount and will accrue for each 30-day period beyond the date of the invoice. After 60 days from the date of invoice the finance fee will increase to 10% on any outstanding invoiced amount.

This agreement is enforceable in any court of competent jurisdiction in Duval County, Florida. In the unlikely event litigation ensues, the prevailing party will be entitled to reasonable attorney's fees, plus all costs of collection, including appellant fees, if any. If we are discharged prior to the conclusion of the project, we will be compensated for our reasonable expenses and disbursements and for the fair value of our services rendered up to the time of discharge.



We can begin work following the receipt of this signed contract and/or purchase order.  
Thank you for contacting Eng Engineering!

Respectfully,



Eric Eng  
Vice President

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

Award #4 07/13/23

# For Earth, For Life



# QUOTATION

KUBOTA Membrane USA Corporation  
11807 North Creek Parkway S., Unit B-109  
Bothell, WA 98011  
Tel:425-898-2858, Fax: 425-898-2853

Date: 6/6/2023  
Quotation No KMUAQ23-007-1

<b>Messrs/Customer :</b>
Mr. Anthony W. Fedderly JEA Nassau Regional WWRF 96237 Amelia Concourse Fernandina Beach, FL. 32034 Office- 904-665-4469 Cell- 904-476-1208

<b>Ship To:</b>
JEA Nassau Regional WWRF 96237 Amelia Concourse Fernandina Beach, FL. 32034

Dear valued customer,  
In compliance with your inquiry mentioned below, we are pleased to quote you as follows.

<b>Payment Terms:</b>
Due on receipt

<b>Trade Terms:</b>	
DDP	Fernandia Beach, FL

<b>Delivery Term:</b>	By 9/30/2023
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<b>Valid through</b>	6/15/2023
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Item	Description	Qty	Unit Price	Currency	Amount
1	Membrane Cartridge H7-510-P100	168	8,800.00	USD	\$1,478,400.00
2	Tube TB500	16800	3.20	USD	\$53,760.00
3	Retaining rubber OGS50	472	15.50	USD	\$7,316.00
4	Freight	1	62,000.00	USD	\$62,000.00

The entire content of this Quotation is governed by the General Terms & Conditions of Kubota Membrane USA Corporation and/or Kubota Corporation. Tax: Applicable Sales/Local tax may apply pending Exempt confirmation(TBD).

Product Warranty	1 year	TOTAL PRICE (TAX EXCLUDED)	\$1,601,476.00
Customer Reference			

  
\_\_\_\_\_  
Tatsuya Uejima  
Technical Support Manager

Date: 6/6/2023  
\_\_\_\_\_

  
\_\_\_\_\_  
Diego Ayala  
President

Date: 6/6/2023  
\_\_\_\_\_

**KUBOTA Membrane USA Corporation**  
**GENERAL TERMS & CONDITIONS**

1. **Precedence of Terms.** These general terms and conditions shall apply to this Contract, except that provisions set forth on the face hereof shall take precedence over any inconsistent or contrary provisions set forth in these General Terms and Conditions. No conditions contrary to or in addition to those set forth in this General Terms and Conditions shall be binding upon the Seller unless expressly approved in writing by Seller. Performance by Seller shall not be construed as accepting any different or additional terms.
2. **Quality and Quantity.** Seller shall not be responsible for any damage to or deterioration in the quality or loss in weight or units of the Goods during transit or due to natural causes.
3. **Shipment.** Shipment within the time stipulated on the face hereto shall be subject to the availability of vessel's space. In case FCA or FOB INCOTERMS apply to this Contract and Buyer fails to obtain space in time to fulfill the stipulated shipment date, Buyer shall be responsible for all costs, expenses and damages resulting directly or indirectly therefrom, including, without limitation, all increases in freight and insurance charges, losses, and other damages incurred by Seller prior to or after such failure by Buyer. The date of the Bill of Lading or the Waybill shall be conclusive evidence of the shipment date.
4. **Risk of Loss and Transfer of Title.** Risk of loss or damage to the Goods shall pass from Seller to Buyer in accordance with the INCOTERMS set forth on face hereof. Title to and the right to possess the Goods shall pass from the Seller to the Buyer at the same time when the risk of loss or damage to the Goods is passed to the Buyer as stipulated above, however, that the title to and the right to repossess the Goods are to be retained by Seller until Seller has received the full contract amount due to Seller pursuant to this Contract.
5. **Payment.** Payment by Buyer to Seller under this Contract shall be made by means of telegraphic transfer in immediately available funds to such bank account as designated by Seller or a confirmed, irrevocable, without recourse documentary letter of credit, in favor of Seller and with terms any satisfactory to Seller. If Buyer desires to pay Seller by means of a letter of credit, the letter of credit shall (i) cover the full contract amount (ii) be established through a prime-bank immediately after the date of this Contract, (iii) be negotiable on sight draft, and (iv) be valid for negotiation against the relative draft for at least fifteen (15) days after the end of the last month in which the Goods are shipped.
6. **Increased Costs.** Any new, additional or increased freight rates, surcharges (bunker, currency, congestion or other surcharges), taxes, customs duties, export or import surcharges or other governmental charges, or insurance premiums, which may be incurred by Seller with respect to the Goods after the date of this Contract, shall be for the account of Buyer and shall be reimbursed to Seller by Buyer within a reasonable time on demand.
7. **Force Majeure.** Seller shall not be liable for failure or delay to perform its obligations hereunder due to any reason including, but not limited to, acts of God, earthquake, fire, flood, prohibition of exportation, refusal to issue export license, war, blockade, revolution, insurrection, sub vendor manufacturing delays, civil commotion, riots, mobilization, strikes, lockout, plague, other epidemics, pandemics, or any other causes beyond the control of Seller, and may, at its option, extend the time of shipment or delivery of the Goods or terminate unconditionally and without liability of this Contract to the extent so affected or prevented.
8. **Cancellation.** If Buyer fails to carry out any of the terms of this and/or any other contract with Seller, or in the event of the death, bankruptcy or insolvency of Buyer, liquidation, modification or reorganization of the corporate structure of Buyer, or nonpayment for any shipment, Seller shall have the right to cancel this and/or any other contract with Buyer or to postpone the shipment, or to stop the Goods in transit, and Buyer shall indemnify, defend and hold Seller harmless from all losses, costs, and expenses resulting from Seller taking any such actions.
9. **Intellectual Property Rights.** Buyer shall defend, indemnify and hold Seller harmless from any and all liability, loss or expense (including reasonable attorney's fees) arising from or in connection with any actual or alleged infringement of any patent, trademark, copyright, industrial design, registered pattern, trade secret or other similar intellectual property rights used or owned by Seller.
10. **Liability of Agent.** If this Contract is signed by an agent or on behalf of a principal as Buyer hereunder, whether the principal is disclosed or otherwise, the agent shall be liable not only as agent but also as principal for the performance of the obligations of Buyer under this Contract. This provision shall not affect Buyer's obligation as principal under this Contract.
11. **Construction.** The meanings of the terms UCPDC or INCOTERMS, when used in this Contract shall be determined in accordance with the Uniform Customs and Practice for Documentary Credit ("UCPDC") and Incoterms® ("INCOTERMS") adopted by the International Chamber of Commerce in effect on the date of this Contract. This Contract shall be governed by the laws of the state of Washington, USA without giving effect to any conflicts of laws principles. This Contract shall not be governed by the United Nations Contracts for the International Sales of Goods, the application of which is expressly excluded.

The letter of credit shall authorize reimbursement to Seller for any expenses incurred by Seller on account of Buyer pursuant hereto, and shall authorize partial payment against partial delivery. Any bank charges arising in connection with payment hereunder shall be borne by Buyer. If Buyer fails to satisfy any payment terms of this Contract, Seller at its sole discretion and at Buyer's expense and risk may resell all or any part of the Goods on account of Buyer, hold all or any part of the Goods on account of Buyer, cancel all or any part of this Contract and/or claim any damages resulting from such breach.

In the event of late payment of any amount due hereunder, Seller shall, in addition to any other remedy it may have hereunder or pursuant to applicable law, be entitled to receive interest at the maximum rate allowed by law in the country/state of Buyer or eighteen percent (18%) per annum, whichever is greater, on such late payment until payment is received in full.

## Award #4 07/13/23

12. **Inspection.** Unless otherwise stated on the face of this Contract, any export inspections by Japanese authorities, Seller's suppliers or Seller shall be considered as final. When Buyer requires special inspection by an independently appointed inspector, Buyer shall inform Seller in writing the details of such special inspection including without limitation the name of such inspector at the time of this Contract. Such especial inspection shall be made promptly upon delivery of the Goods but in any event within two (2) weeks after delivery of the Goods, and all inspection fees and costs therefor shall be borne by Buyer.
13. **Warranty.** Seller warrants that any Goods delivered hereunder are free from defects in material and workmanship and, if Seller's specifications are set forth or incorporated by reference on the face hereof, or separately provided to Buyer, will meet such Seller's specifications.

Unless otherwise specified in Seller's warranty statement set forth or incorporated by reference on the face hereof, or separately provided to Buyer, Seller's liability under this warranty is limited to repair or replacement of any Goods delivered hereunder that do not conform to this warranty.

Buyer shall not be entitled to any remedy for lack of conformity of the Goods, including latent defects, under this warranty if he fails to notify Seller thereof within a six months period commencing on the shipment date of the Goods (and if there are more than one shipment dates, the first shipment date). Such notification shall contain full particulars of such lack of conformity of the Goods to the Seller's reasonable satisfaction.

Notwithstanding anything herein contained to the contrary, Seller shall have no liability under this warranty i) for minor deviations from Seller's specifications (if applicable) that do not affect the performance of the Goods, or ii) for any lack of conformity of the Goods caused by misuse, neglect, improper installation, handling, operation, or maintenance, repair, alteration, fair wear and tear, erosion or corrosion, or accident, including any damage or loss of the whole or a part of the Goods that occurs after the shipment date.

14. **Limitation of Liability.** EXCEPT AS EXPRESSLY STATED IN SECTION 13, SELLER HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE GOODS, WHETHER EXPRESS, IMPLIED OR STATUTORY (EXCEPT AS TO TITLE) INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND OTHER IMPLIED WARRANTIES UNDER ANY APPLICABLE LAWS, RULES OR REGULATIONS. SECTION 13 SETS FORTH THE FULL EXTENT OF SELLER'S LIABILITY TO BUYER OR ANY OTHER PARTY FOR ANY BREACH OF WARRANTY WITH RESPECT TO THE GOODS.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT, SELLER'S AGGREGATE AND CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS CONTRACT, INCLUDING WITHOUT LIMITATION ON ACCOUNT OF PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS, REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), STATUTORY OR OTHERWISE WILL BE LIMITED TO DIRECT DAMAGES AND SHALL NOT EXCEED THE FULL CONTRACT AMOUNT OF GOODS STATED ON THE FACE HEREOF.

SELLER SHALL HAVE NO LIABILITY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SALE, DELIVERY, NONDELIVERY, STORAGE, USE, MAINTENANCE, CONDITION OR POSSESSION OF THE GOODS.

15. **Arbitration.** All disputes or controversies which may arise between the parties hereto, out of or in relation to or in connection with this Contract, shall be negotiated in good faith and settled by agreement between both parties as promptly as possible. If not amicably settled within 14 days after the first negotiation day, such disputes or controversies shall be settled by arbitration in Seattle, Washington by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules including the Optional Rules for Emergency Measures of Protection, and judgment on the award rendered by the arbitrators shall be final and binding and may be entered in any court having jurisdiction thereof. All arbitration proceedings shall be held in the English language.

16. **Governing Law.** These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Washington, USA, for both domestic and international sales contract. All buyers agree that jurisdiction and venue shall be Seattle, Washington State.

17. **Liability for Delays and Return Trips.** Buyer agrees that if Seller or any of its representative's must make an additional service trip due to the site conditions not being ready for installation check, start up, or training to compensate them for their cost for additional travel expenses and pay for additional labor at their published labor rates. Additionally, should Buyer (or any of its representative's) cancel an installation check, start up, or training trip with less than 72 hours' notice, that Buyer will be liable for any additional travel costs and that the cancelling party will be liable for unused labor at their published labor rates.

18. **Change Orders.** If it is determined that the Seller needs to supply any other equipment or services not specified in the Sellers Project Proposal, shall warrant a change order.

## *Certification of Single Source or Emergency Procurement*

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

### **3-112 Single Source**

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

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

### **3-113 Emergency Procurements**

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

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

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

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

**1. Vendor Name:**

Kubota

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

Membrane Cartridges and associated parts for Nassau Regional WRF

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**Award #4 07/13/23**

**3. Certification:**

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

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

**Single Source Procurement.** Please state which subsection of Section 3-112 above applies to this Single Source Procurement: **B**

OR

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

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

23 May 2023  
Date

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



# NASSAU WASTEWATER TREATMENT PLANT

JACKSONVILLE, FL

## PREPARED FOR

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Jacksonville Electric Authority (JEA)

## AREA REPRESENTATIVE

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TSC Jacobs, North  
Paul Wachter  
paultscjn@verizon.net

## NOTES

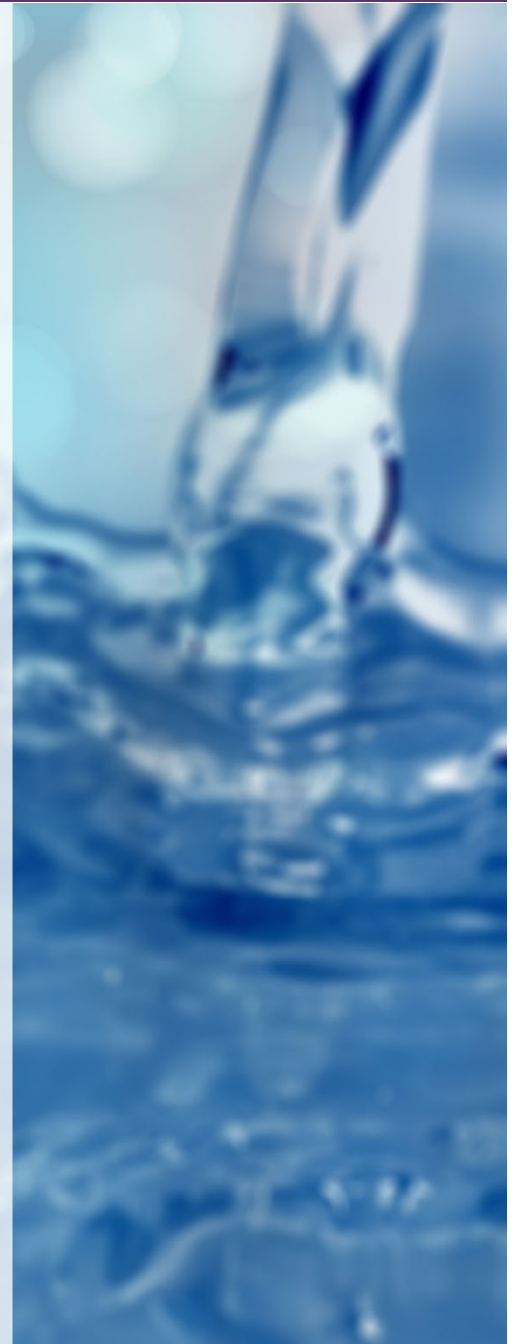
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**Pricing is only valid through the Expiration Date listed in this proposal. Ovivo will not accept purchase orders for this proposal past that date without reviewing pricing and delivery of items proposed.**

## PREPARED BY

Jared Holindrake  
Phone (801) 931-3000  
Fax (801) 931-3080  
jared.holindrake@ovivowater.com

Ovivo USA, LLC  
4246 Riverboat Road – Suite 300  
Salt Lake City, Utah 84123-2583



**DATE:** June 6, 2023

**TO:** JEA Nassau WWTP, Jacksonville, FL

Ovivo USA, LLC is pleased to submit a proposal for the following equipment (the “Products”) on the project indicated above (the “Project”). This proposal, either in its original form or in its “as sold” format, constitutes Ovivo’s contractual offer of goods and services in connection with the Project. Please contact Ovivo’s sales representative in your area for any questions or comments you may have in connection with this proposal. The address is:

TSC Jacobs, North  
24156 SR 54  
Suite 3  
Lutz, FL 33559

Attention: Paul Wachter  
Telephone: 813-242-2660  
Facsimile: 813-242-2597  
Email: paultscjn@verizon.net

## BID PRICING

**Bid Pricing Expiration Date: July 6, 2023**

ITEM	EQUIPMENT	ESTIMATED SHIP DATE*	PRICE
I	Ozzy™ Cup Screen with Compactor	*	\$ 367,138.00

## DELIVERY

\*Ovivo will submit drawings and other information for approval within **eight (8) weeks** after Purchaser's receipt of Ovivo's written acknowledgement of an approved purchase order. Purchaser shall approve all submittals and release for fabrication no more than **four (4) weeks** from Ovivo's initial submittal date. Ovivo intends to ship all Products **twenty-four (24) weeks** after receipt of approved submittals from Purchaser.

The following may be used to assist in scheduling, however the timeframes listed above prevail in the event of a conflict.

MILESTONE	CLARIFIER EQUIPMENT DATES
Bid Due Date	6/6/2023
Received PO from Customer (no LOIs or contingent POs)	7/6/2023
Ovivo Acknowledges Conforming PO or Executed Contract*	7/24/2023
Engineering Submittal by Ovivo**	9/29/2023
Submittal Approval by Purchaser	10/27/2023
Fabrication Complete & Begin Shipment	4/19/2024

\*If Purchaser submits a PO not conforming to this proposal in its entirety, Ovivo makes no guarantee that an executed contract can be completed by the date shown. This is, however, the date by which an executed contract must be in place to maintain price validity and schedule delivery. Ovivo's required terms are included in this proposal.

\*\*Ovivo will begin to work on submittals/shop drawings only after a conforming purchase order is acknowledged or a contract is fully executed.

## GENERAL NOTES

The dates of drawing submission and shipment of the Products represents Ovivo's best estimate, but is not guaranteed, and Ovivo shall not be liable for any damages due to late delivery, including but not limited to liquidated damages. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in this proposal. If such delivery is prevented or postponed by reason of Force Majeure, as defined in Ovivo's standard terms and conditions of sale, Ovivo shall be entitled at its option to tender delivery to Purchaser at the point or points of manufacture, and in default of Purchaser's acceptance of delivery, to cause the Products to be stored at such a point or points of manufacture at Purchaser's expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this proposal. If shipment is postponed at request of Purchaser, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from Ovivo that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by Ovivo with respect to the Products shall be for the account of Purchaser and shall be paid by Purchaser when invoiced.

**\*\*\* CORONAVIRUS ADVISORY \*\*\***

**The coronavirus situation may cause disruptions in our normal business practices, capacity, and supply chain. Any schedule statements made by Ovivo at this time are our best estimate and subject to change. Design will begin upon order acceptance; sourcing, manufacturing and fabrication will not begin until the formal submittal package is approved by owner and/or contractor.**

**BUY AMERICAN REQUIREMENTS**

The Infrastructure Investment and Jobs Act signed into law on November 15, 2021, includes substantive changes to Buy America requirements compared to those specified in the preceding American Iron and Steel Act. While Ovivo fabricates and procures the vast majority of steel domestically for our equipment for the United States market, there are certain components that are either unavailable domestically or impractical to procure domestically through long-established supply chains, while meeting other project specifications, internal requirements, and project schedules. This challenge is further exacerbated by supply chain and labor shortages in pandemic and post pandemic times. As with previous legislation, we are awaiting any additional guidance for the US Environmental Protection Agency or other Agencies for further clarification relating to current Buy America requirements. As of now, the industry at large is unable to ascertain the parameters of the Buy America requirement. Thus, Ovivo cannot make any guarantee that its scope of supply will be in compliance with any Buy America requirements under the Infrastructure Investment and Jobs Act. Accordingly, any offer for sale, proposal, or budgetary quote/estimate submitted by or on behalf of Ovivo should not be construed as meeting such Buy America requirements unless explicitly stated otherwise.

## ITEM I - OZZY™ CUP SCREEN

Ovivo USA, LLC proposes to supply one tanked (1) Ozzy™ Cup Screen and one (1) Ovivo Model 200 Compactor. The design of the proposed mechanisms is based upon our standard engineering practices and details which will meet the intent of the Engineer's specifications.

### ITEMS INCLUDED:

- One (1) Ovivo® Ozzy™ Cup Screen, 316 Stainless Steel Fabrication, 3.0 MGD Max, to include:
  - Drum Screen width: 2.8’.
  - Drum screen diameter: 7’.
  - 1.0 HP, 1800 RPM, TEFC helical gear motor suitable for 460/3/60 supply, outdoor, Class I Division I.
  - Direct Drive System.
  - Full cover, Spray wash hood and nozzles.
  - 2mm Ovivo ProPaPanel®.
  - Underflow spray wash.
  - Seal and diverter plate in Stainless Steel with UHMW seal plates for flow path.
  - 1.0” brass solenoid valve and pressure gauge.
  - Wash water requirement of 25 GPM @ 45 psi minimum.
  - Anchor and Assembly Fasteners in 316 Stainless Steel.
  - Above ground Tank and Center Access platform and ladder, 316 Stainless Steel
  - New Level Sensor.
  - Designed to replace in-kind the current screen system.
  - One partial adder cover for their current unit.
- One (1) Screw Compactor, Ovivo Model 200 in 316 Stainless Steel, to include:
  - Capacity: 64 cubic feet per hour.
  - Motor size: 2 HP 1800 RPM, screw compactor motor suitable for 460/3/60 supply, Class I Div. I.
  - Shafted screw in ASTM A36 carbon steel.
  - Screw brush on periphery of screw flights- Nylon.
  - U-shaped screw housing /drainage trough approximately 1mm smaller diameter than drum screen.
  - Self-aligning thrust and radial load bearing to support the screw at the inlet end.
  - High performance plastic sleeve bearing at the outlet end of the screw.
  - Screw compactor reject drain connection: 4” diameter.
  - Wash water requirement for screening rinse at screw compactor sleeve bearing: 6-16 GPM @ 16 psig, 1.0 inch NPT with brass solenoid and manual valve.
  - Tubular 316 Stainless Steel compactor discharge chute angled at a minimum of a 45 degree.
  - 316 Stainless Steel discharge chute supports.
  - Anchor and Assembly Fasteners (316 Stainless Steel).
- Installation by PBM Contractors:
  - Removal of one (1) Duet Screen. Screen to be left at site for spare parts and to be scrapped by Customer when desired.
  - Installation of One Ozzy cup screen.

- Reconnection of field wiring and new conduit where needed.
- Reconnection of wash water system and piping.
- Reuse of existing controls.
- Freight, FCA to jobsite.

**ITEMS NOT INCLUDED (But not limited to the following):**

- Concrete, grout, or concrete design.
- Consumables.
- Disposal of old system.
- Dumpster.
- Field or shop paint.
- Lubricants beyond first fill.
- Piping insulation.
- Recordings of training sessions.
- Spares.
- Special tools.
- Special site PPE.
- Storage.
- Taxes.

**FIELD SERVICE:**

Our proposal includes the service of a qualified service engineer for the following:

- Three (3) Days / Two (2) Trips at the site to assist in adjusting, servicing, and checking out these mechanisms, and in training the operators in maintenance, troubleshooting, and repair of the equipment.
- Additional Service days can be purchased at the current rate.

## ADDITIONAL FIELD SERVICE

When included and noted in the Product pricing of each proposal item, Ovivo will supply the service of a competent field representative to inspect the completed installation and adjustment of equipment, supervise initial operation, and instruct Owner's personnel in the operation and maintenance of each proposal item for the number of eight (8) hour days. Notwithstanding Ovivo's performance of the above-referenced services, Ovivo shall not be held liable for any faulty workmanship or other defects in the Products' installation, or for other goods and/or services, performed by third parties unless such goods and/or services are expressly included under Ovivo's scope of work.

If additional service is required, it will be furnished to the Purchaser and billed to him at the current rate for each additional day required, plus travel and lodging expenses incurred by the service personnel during the additional service days.

It shall be the Purchaser's responsibility to provide for all necessary lubrication of all equipment prior to placing equipment in operation. All equipment must be in operating condition and ready for the Field Service Engineer when called to the project location. Should the Purchaser/Owner not be ready when the Field Service Engineer is requested or if additional service is requested, the Ovivo current service rates will apply for each additional day required, plus travel and lodging expenses incurred by the service personnel during the additional service days.

## SURFACE PREPARATION AND PAINTING GENERAL INFORMATION

If painting the Products is included under Ovivo's scope of work, such Products shall be painted in accordance with Ovivo's standard practice. Shop primer paint is intended to serve only as minimal protective finish. Ovivo will not be responsible for condition of primed or finished painted surfaces after equipment leaves its shops. Purchasers are invited to inspect painting in our shops for proper preparation and application prior to shipment. Ovivo assumes no responsibility for field service preparation or touch-up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism erection.

Clarifier motors, gear motors and center drives shall be cleaned and painted with manufacturer's standard primer paint only.

It is our intention to ship major steel components as soon as fabricated, often before drives, motors and other manufactured components. Unless you can insure that shop primed steel shall be field painted within thirty (30) days after arrival at the jobsite, we encourage you to purchase these components in the bare metal (no surface prep or primer) condition.

Ovivo cannot accept responsibility for rusting or deterioration of shop applied prime coatings on delivered equipment if the primed surfaces have not been field painted within thirty (30) days of arrival at the jobsite using manufacturers' standard primers. Other primers may have less durability.



## ADDITIONAL PRICING AND DELIVERY TERMS

The price and delivery validity of this proposal is contingent upon ALL of the following milestones being met:

1. Ovivo (a) receives a binding purchase order with written acceptance of this proposal agreeing to the terms of this proposal in its entirety and Ovivo acknowledges receipt to Purchaser or (b) a fully executed contract signed by both Ovivo and Purchaser occurs no later than the expiration date of this proposal or in accordance with the DELIVERY section of this proposal. Letters of Intent are not a means to comply with this requirement.
2. Ovivo receives approval by Purchaser to release for fabrication all equipment no later than the specified weeks/timeframe listed in the DELIVERY section of this proposal from the acknowledgement date of the binding purchase order (1(a) above) or date of signed contract (1(b) above). Ovivo will only release engineering submittals and materials / labor for fabrication with a binding, acknowledged purchase order or fully executed Contract.
3. Ovivo receives written approval to deliver equipment to the destination per the Contract no later than the specified weeks/timeframe listed in the DELIVERY section of this proposal from the acknowledgement date of the binding purchase order (1(a) above) or date of signed contract (1(b) above). If Purchaser is not ready to receive the equipment, then Purchaser shall provide storage in accordance with Ovivo's instructions for storage of equipment. All costs to consolidate, store, and maintain equipment during storage will be borne solely by Purchaser. Ovivo may require Purchaser to buy an extended warranty as a result of this storage requirement.

In the event the aforementioned milestones cannot be met, prices and delivery schedules will be subject to review and adjustment as follows.

- A. Should submittal approval and Purchaser's release for fabrication be extended beyond those listed in the DELIVERY section, escalation costs shall be added to the proposal or contract price and shall be paid by Purchaser. Any such labor, material and transportation/shipping price increases paid by Purchaser shall be based on an industry-standard pricing measure or index for that particular labor, material, or transportation/shipping that accurately represents the market increase or, at Ovivo's reasonable discretion, actual increases incurred by Ovivo. The resulting cost and schedule impact shall be disclosed to the Purchaser prior to fabrication.
- B. Should Purchaser-requested shipment dates/timeframes be extended beyond those listed in the DELIVERY section, Ovivo reserves the right to charge Purchaser all appropriate costs incurred up to date of such event, which may include, but is not limited to, further escalation

costs, storage costs, costs associated with cessation and/or resumption of work, extended warranty costs, and partial or full payment for completion of milestones.

Prices quoted are FCA surface point of shipment, with freight included to an accessible point nearest the jobsite. Federal, state or local sales, use or other taxes are not included in the sales price.

Any additional duties and tariffs invoked after the date of its proposal will be added to the total proposed price.

## PAYMENT TERMS

Payment terms are as follows:

Milestone	Cumulative Percent Invoiced – Owner Direct
Ovivo Acknowledgement of P.O.	10%
Submittals First Sent to Purchaser	30%
Submittal Approval	50%
Fabrication Complete and Ready to Ship <sup>1</sup>	85%
Equipment Delivery	90%
Field Service Trips Per Contract	100%

<sup>1</sup>This milestone will only be invoiced if delays from Purchaser or due to parties other than Ovivo occur. Additional storage and other terms may apply per paragraphs below.

Invoice will be billed at **100%** of the work complete in accordance with the schedules above. No more than 5% retention shall be withheld from each invoice. The final 5% (Retention) shall be invoiced at Substantial Completion of Ovivo’s Scope, which may be different that Substantial Completion of the overall project, not to exceed **sixty (60) days** from equipment delivery of the Major Item.

Purchaser shall remit payment for proper invoices received from Ovivo in accordance with the payment terms stated above even if the Purchaser has not been paid by the Purchaser’s customer (the “Owner”), if Purchaser is not the end-user of the Products. Payments are due within thirty (30) days after Purchaser’s receipt of invoice. Overdue and unpaid invoices are subject to a service charge of 2% per month until paid.

Credit is subject to acceptance by Ovivo’s Credit Department.

## TAXES

Federal, State or local sales, use or other taxes are not included in the sales price. Such taxes, if applicable, shall be for Purchaser's account.

## BONDS

Any performance and/or payment bond agreed to be provided by Ovivo will extend to supply of equipment and services for a period not to exceed the first twenty-four (24) months of the service or warranty period, and for a value not to exceed the total price of this Proposal.

## BACKCHARGES

In no event shall Purchaser/Owner do or cause to be done any work, purchase any services or material or incur any expense for the account of Ovivo, nor shall Ovivo be responsible for such work or expenses, until after Purchaser/Owner has provided Ovivo's PROJECT MANAGER full details (including estimate of material cost and amount and rate of labor required) of the work, services, material or expenses, and Ovivo has approved the same in writing. Ovivo will not accept Products returned by Purchaser/Owner unless Ovivo has previously accepted the return in writing and provided Purchaser/Owner with shipping instructions.

### **\*\*PURCHASE ORDER SUBMISSION\*\***

In an effort to ensure all purchase orders are processed timely and efficiently, please submit all purchase order documentation to the following department and address. If customer sends PO by mail, Customer shall also notify Ovivo electronically.

Ovivo USA, LLC  
4246 Riverboat Road, Suite 300  
Salt Lake City, Utah 84123

Attn: Amy Harrison / Jared Holindrake  
Tel. #: 801-931-3000  
Email: amy.harrison@ovivowater.com  
jared.holindrake@ovivowater.com

## GENERAL ITEMS NOT INCLUDED

Unless specifically and expressly included above, prices quoted by Ovivo do not include unloading, hauling, erection, installation, piping, valves, fittings, stairways, ladders, walkways, grating, wall spools, concrete, grout, sealant, dissimilar metal protection, oakum, mastic, field painting, oil or grease, electrical controls, wiring, mounting hardware, welding, weld rod, shims, leveling plates, protection against corrosion due to unprotected storage, special engineering, or overall plant or system operating instructions or any other products or services.

Performance and payment security, including but not limited to bonds, letters of credit, or bank guarantees, are not included, but can be provided if purchased for an additional cost.

## MANUALS

The content of any and all installation, operation and maintenance or other manuals or documents pertaining to the Products are copyrighted and shall not be modified without the express prior written consent of Ovivo. Ovivo disclaims any liability for claims resulting from unauthorized modifications to any such manuals or other documents provided by Ovivo in connection with the Project.

## WARRANTY AND CONDITIONS

Ovivo standard Terms and Conditions of Sale is attached and made an essential part of this proposal. These terms and conditions are an integral part of Ovivo's offer of Products and related services and replace and supersede any terms and conditions or warranty included in Purchaser or Owner requests for quotation or specifications and cannot be changed without written approval from an authorized representative of Ovivo.

## PERFORMANCE WARRANTY DISCLAIMER

The performance of the Products is dependent upon many factors, including, but not limited to, the influent or feed quality and quantity, additives required, time, temperature, rates of change, sizing criteria used, operating conditions, etc. Therefore, Ovivo cannot assume any liability or responsibility for performance or process results that Purchaser is expecting or has predicted. No verbal or written information or advice given by any personnel of the Ovivo shall create a warranty or in any way increase the scope of the warranties.

THE PARTIES AGREE THAT OTHER THAN ITS MECHANICAL WARRANTY SET FORTH IN THIS PROPOSAL, OR ANY PERFORMANCE WARRANTY SET FORTH ON OVIVO'S STANDARD, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY PROCESS OR PERFORMANCE RELATED WARRANTIES OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER WRITTEN, ORAL OR STATUTORY, ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.

## CONFIDENTIALITY

This document is not to be reproduced or submitted to any third party without the written consent of Ovivo.

This document contains, or Ovivo may have previously disclosed to Purchaser, certain technical and business information of Ovivo and/or Ovivo's affiliated entities, including certain copyrighted material, which is considered to be confidential. Such information, hereinafter referred to individually and collectively as the "Information", may include, without limitation, ideas, concepts, development plans for new or improved products or processes, data, formulae, techniques, flow sheets, designs, sketches, know-how, photographs, plans, drawings (regardless of what name, if any, is stated on the title block), specifications, samples, test specimens, reports, customer lists, price lists, findings, studies, computer programs and technical documentation, trade secrets, diagrams, and inventions, notes, and all information pertaining thereto and/or developed there from. This Information is disclosed in good faith solely for the purposes of our proposal, and in addition on the understanding that its confidentiality will be properly maintained and safeguarded.

Neither this proposal, the Information nor any part thereof may be copied, reproduced or used for any purpose other than that for which it is disclosed by Ovivo. Except as reasonably necessary for the evaluation of this proposal, no part thereof may be disclosed to any other person, without Ovivo's prior consent in writing.

Ovivo will retain the rights to any intellectual property rights ("IPR") related to the Products. Ovivo will grant a non-exclusive royalty free license to use the IPR for the sole purposes of operating and maintaining the equipment supplied by Ovivo.

The duties, obligations, restrictions, and responsibilities described hereinabove shall apply to the Purchaser, their agents, affiliates, and all related parties regardless of whether any transaction occurs between Ovivo and Purchaser, and shall survive termination, cancellation, and expiration of any transaction between Ovivo and Purchaser.

In the event of a breach of the terms herein, Ovivo maintains the right to seek any and all remedies and damages available to it, including but not limited to the amount, including interest, by which Purchaser profited from the breach, any gains made by Purchaser or any third party who received Information from Purchaser, compensation for all Ovivo loss or injury, and the value of Ovivo's expectation created by the promise of Purchaser. The parties agree Ovivo would suffer irreparable harm in the event of any breach of these terms, and therefore Ovivo shall be entitled to any and all injunctive relief available.

As an equipment supplier, Ovivo's scope of responsibility is limited to the equipment that it supplies and its ability to meet the agreed upon project specifications. Unless expressly stated in its proposal document, Ovivo is not responsible for a treatment plant's process performance, engineering decisions in relation to the plant's construction or operation nor the appropriateness or compatibility of Ovivo's equipment within such plant.

Very truly yours,

Ovivo USA, LLC

Attachment(s):

Ovivo USA, LLC General Terms and Conditions  
JEA Nassau Ozzy Cup Drawings (3)

## TERMS AND CONDITIONS OF SALE

**1. ACCEPTANCE.** The proposal of **Ovivo USA, LLC** ("SELLER"), as well as these terms and conditions of sale (collectively the "Agreement"), constitutes SELLER's contractual offer of goods and associated services, and PURCHASER's acceptance of this offer is expressly limited to the terms of the Agreement. The scope and terms and conditions of this Agreement represent the entire offer by SELLER and supersede all other solicitations, discussions, agreements, understandings and representations between the parties. Any scope or terms and conditions included in PURCHASER's acceptance/purchase order that are in addition to or different from this Agreement are hereby rejected.

**2. DELIVERY.** Any statements relating to the date of shipment of the Products (as defined below) represent SELLER's best estimate, but is not guaranteed, and SELLER shall not be liable for any damages due to late delivery. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in SELLER's proposal. If such delivery is prevented or postponed by reason of Force Majeure (as defined below), SELLER shall be entitled at its option to tender delivery to PURCHASER at the point or points of manufacture, and in default of PURCHASER's acceptance of delivery to cause the Products to be stored at such a point or points of manufacture at PURCHASER's expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this agreement. If shipment is postponed at request of PURCHASER, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from SELLER that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by SELLER with respect to the Products shall be for the account of PURCHASER and shall be paid by PURCHASER when invoiced. Delivery by SELLER of the Products shall constitute acceptance of the Products by PURCHASER, unless written notice of defect or nonconformity is received by SELLER within thirty (30) days of SELLER's delivery of the Products.

**3. TITLE AND RISK OF LOSS.** SELLER shall retain the fullest right, title, and interest in the Products to the extent permitted by applicable law, including a security interest in the Products, until the full purchase price has been paid to SELLER. The giving and accepting of drafts, notes and/or trade acceptances to evidence the payments due shall not constitute or be construed as payment so as to pass SELLER's interests until said drafts, notes and/or trade acceptances are paid in full. Risk of loss shall pass to PURCHASER at the delivery point.

**4. PAYMENT TERMS.** SELLER reserves the right to ship the Products and be paid for such on a pro rata basis, as shipped. If payments are not made by the due date, interest at a rate of two percent (2%) per month, calculated daily, shall apply from the due date for payment. PURCHASER is liable to pay SELLER's legal fees and all other expenses in respect of enforcing or attempting to enforce any of SELLER's rights relating to a breach or threatened breach of the payment terms by PURCHASER. In the event of nonpayment SELLER reserves the further right to seek compensation from any third party in possession of the Products.

**5. TAXES.** Unless otherwise specifically provided in SELLER's quotation/proposal; PURCHASER shall pay and/or reimburse SELLER, in addition to the price, for all sales, use and other taxes, excises and charges which SELLER may pay or be required to pay to any government directly or indirectly in connection with the production, sale, transportation, and/or use by SELLER or PURCHASER, of any of the Products or services dealt with herein (whether the same may be regarded as personal or real property). PURCHASER agrees to pay all property and other taxes which may be levied, assessed or charged against or upon any of the Products on or after the date of actual shipment, or placing into storage for PURCHASER's account.

**6. MECHANICAL WARRANTY.** Solely for the benefit of PURCHASER, SELLER warrants that new equipment and parts manufactured by it and provided to PURCHASER (collectively, "Products") shall be free from defects in material and workmanship. The warranty period shall be twelve (12) months from startup of the equipment not to exceed eighteen (18) months from the earliest of the notice of readiness to ship or the actual shipment. If any of SELLER's Products fail to comply with the foregoing warranty, SELLER shall repair or replace free of charge to PURCHASER, EX WORKS SELLER'S FACTORIES or other location that SELLER designates, any Product or parts thereof returned to SELLER, which examination shall show to have failed under normal use and service operation by PURCHASER within the Warranty Period; provided, that if it would be impracticable for the Product or part thereof to be returned to SELLER, SELLER will send a representative to PURCHASER's job site to inspect the Product. If it is determined after inspection that SELLER is liable under this warranty to repair or replace the Product or part thereof, SELLER shall bear the transportation costs of (a) returning the Product to SELLER for inspection or sending its representative to the job site and (b) returning the repaired or replaced Products to PURCHASER; however, if it is determined after inspection that SELLER is not liable under this warranty, PURCHASER shall pay those costs. For SELLER to be liable with respect to this warranty, PURCHASER must make its claims to SELLER with respect to this warranty in writing no later than thirty (30) days after the date PURCHASER discovers the basis for its warranty claim and in no event more than thirty (30) days after the expiration of the Warranty Period. In addition to any other limitation or disclaimer with respect to this warranty, SELLER shall have no liability with respect to any of the following: (i) failure of the Products, or damages to them, due to PURCHASER's negligence or willful misconduct, abuse or improper storage, installation, application or maintenance (as specified in any manuals or written instructions that SELLER provides to the PURCHASER); (ii) any Products that have been altered or repaired in any way without SELLER's prior written authorization; (iii) The costs of dismantling and reinstallation of the Products; (iv) any Products damaged while in transit or otherwise by accident; (v) decomposition of Products by chemical action, erosion or corrosion or wear to Products or due to conditions of temperature, moisture and dirt; or (vi) claims with respect to parts that are consumable and normally replaced during maintenance such as filter media, filter drainage belts and the like, except where such parts are not performing to SELLER's estimate of normal service life, in which case, SELLER shall only be liable for the pro rata cost of replacement of those parts based on SELLER's estimate of what the remaining service life of those parts should have been; provided, that failure of those parts did not result from any of the matters listed in clauses (i) through (v) above. With regard to third-party parts, equipment, accessories or components not of SELLER's design, SELLER's liability shall be limited solely to the assignment of available third-party warranties. **THE PARTIES AGREE THAT ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER WRITTEN, ORAL OR STATUTORY, ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.** All warranties and obligations of SELLER shall terminate if PURCHASER fails to perform its obligations under this Agreement including but not limited to any failure to pay any charges due to SELLER. SELLER's quoted price for the Products is based upon this warranty. Any increase in warranty obligation may be subject to an increase in price.

**7. CONFIDENTIAL AND PROPRIETARY INFORMATION.** All nonpublic or proprietary information and data furnished to PURCHASER hereunder, including but not limited to price, size, type, design and other technical or business information relating to the Products is the sole property of SELLER and submitted for PURCHASER's own confidential use solely in connection with this Agreement and is not to be made known or available to any third party without SELLER's prior written consent.

**8. SURFACE COATING.** Any Product coating provided by SELLER shall be in accordance with SELLER's standard practice, unless otherwise agreed in writing.

**9. DRAWINGS AND TECHNICAL DOCUMENTATION.** When PURCHASER requests to approve drawings before commencement of manufacture, shipment may be delayed if approved drawings are not returned to SELLER within fourteen (14) days of receipt by PURCHASER of such drawings for approval. SELLER will furnish only general arrangement, general assembly, and if required, wiring diagrams, erection drawings, installation and operation-maintenance manuals for SELLER's equipment (in English language). SELLER will supply six (6) complete sets of drawings and operating instructions. Additional sets will be paid for by PURCHASER. Electronic files, if requested from SELLER, will be provided in pdf, jpg or tif format only.

**10. SET OFF.** This Agreement shall be completely independent of all other contracts between the parties and all payments due to SELLER hereunder shall be paid when due and shall not be setoff or applied against any money due or claimed to be due from SELLER to PURCHASER on account of any other transaction or claim.

**11. SOFTWARE.** PURCHASER shall have a nonexclusive and nontransferable license to use any information processing program supplied by SELLER with the Products. PURCHASER acknowledges that such programs and the information contained therein is Confidential Information and agrees: a) not to copy or duplicate the program except for archival or security purposes; b) not to use the program on any computer other than the computer with which it is supplied; and c) to limit access to the program to those of its employees who are necessary to permit authorized use of the program. PURCHASER agrees to execute and be bound by the terms of any software license applicable to the Products supplied.

**12. PATENT INDEMNITY.** SELLER will defend at its own expense any suit instituted against PURCHASER based upon claims that SELLER's Product hereunder in and of itself constitutes an infringement of any valid

apparatus claims of any United States patent issued and existing as of the date of this Agreement, if notified promptly in writing and given all information, assistance, and sole authority to defend and settle the same, and SELLER shall indemnify the PURCHASER against such claims of infringement. Furthermore, in case the use of the Products is enjoined in such suit or in case SELLER otherwise deems it advisable, SELLER shall, at its own expense and discretion, (a) procure for the PURCHASER the right to continue using the Products, (b) replace the same with non-infringing Products, (c) modify the Product so it becomes non-infringing, or (d) remove the Products and refund the purchase price less freight charges and depreciation. SELLER shall not be liable for, and PURCHASER shall indemnify SELLER for, any claim of infringement related to (a) the use of the Products for any purpose other than that for which it was furnished by SELLER, (b) compliance with equipment designs not furnished by SELLER or (c) use of the Products in combination with any other equipment. The foregoing states the sole liability of SELLER for patent infringement with respect to the Products.

**13. GENERAL INDEMNITY.** Subject to the limitations of liabilities of the parties set forth in this Agreement, each party shall protect and indemnify the other party, its parent and their respective officers, directors, employees and agents, from and against all claims, demands and causes of action asserted by, or in favor of, any entity to the extent of the indemnifying party's negligence or willful misconduct in connection with the performance of this agreement.

**14. DEFAULT TERMINATION.** In the event that PURCHASER becomes insolvent, commits an act of bankruptcy or defaults in the performance of any term or condition of this Agreement, the entire unpaid portion of the purchase price shall, without notice or demand, become immediately due and payable. SELLER at its option, without notice or demand, shall be entitled to sue for said balance and for reasonable legal fees, plus out-of-pocket expenses and interest; and/or to enter any place where the Products are located and to take immediate possession of and remove the Products, with or without legal process; and/or retain all payments made as compensation for the use of the Products; and/or resell the Products, without notice or demand, for and on behalf of the PURCHASER, and to apply the net proceeds from such sale (after deduction from the sale price of all expenses of such sale and all expenses of retaking possession, repairs necessary to put the Products in saleable condition, storage charges, taxes, liens, collection and legal fees and all other expenses in connection therewith) to the balance then due to SELLER for the Products and to receive from the PURCHASER the deficiency between such net proceeds of sale and such balance. PURCHASER hereby waives all trespass, damage and claims resulting from any such entry, repossession, removal, retention, repair, alteration and sale. The remedies provided in this paragraph are in addition to and not limitations of any other rights of SELLER.

**15. CANCELLATION.** PURCHASER may terminate this Agreement for convenience upon giving SELLER thirty (30) days prior written notice of such fact and paying SELLER for all costs and expenses (including overhead) incurred by it in performing its work and closing out the same plus a reasonable profit thereon. All such costs and expenses shall be paid to SELLER within ten (10) days of the termination of the Agreement, or be subject to an additional late payment penalty of five percent (5%) of the total amount of costs and expenses owed.

**16. REMEDIES.** The rights and remedies of the PURCHASER in connection with the goods and services provided by SELLER hereunder are exclusive and limited to the rights and remedies expressly stated in this Agreement.

**17. INSPECTION.** PURCHASER is entitled to make reasonable inspection of Products at SELLER's facility. SELLER reserves the right to determine the reasonableness of the request and to select an appropriate time for such inspection. All costs of inspections not expressly included as an itemized part of the quoted price of the Products in this Agreement shall be paid by PURCHASER.

**18. WAIVER.** Any failure by SELLER to enforce PURCHASER's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

**19. COMPLIANCE WITH LAWS.** If applicable laws, ordinances, regulations or conditions require anything different from, or in addition to that called for by this Agreement, SELLER will satisfy such requirements at PURCHASER's written request and expense.

**20. FORCE MAJEURE.** If SELLER is rendered unable, wholly or in material part, directly or indirectly, by reason of Force Majeure, to carry out any of its obligations hereunder, then on SELLER's notice in writing to PURCHASER within a reasonable time after the occurrence of the cause relied upon, such obligations shall be suspended. "Force Majeure" shall include, but not be limited to, acts of God, epidemics and pandemics, acts of or delays caused by governmental authorities, changes in laws and regulations, strikes, civil disobedience or unrest, lightning, fire, flood, washout, storm, communication lines failure, delays of the PURCHASER or PURCHASER's subcontractors, breakage or accident to equipment or machinery, wars, police actions, terrorism, embargos, and any other causes that are not reasonably within the control of the SELLER. If the delay is the result of PURCHASER's action or inaction, then in addition to an adjustment in time, SELLER shall be entitled to reimbursement of costs incurred to maintain its schedule. For the avoidance of doubt, if the cause relied upon has commenced prior to the Parties entered into a contracting relationship, it shall not render the cause void and/or not capable of being included within the definitions of Force Majeure, as listed within this Article 20.

**21. INDEPENDENT CONTRACTOR.** It is expressly understood that SELLER is an independent contractor, and that neither SELLER nor its principals, partners, parents, subsidiaries, affiliates, employees or subcontractors are servants, agents, partners, joint ventures or employees of PURCHASER in any way whatsoever.

**22. SEVERABILITY.** Should any portion of this Agreement, be held to be invalid or unenforceable under applicable law then the validity of the remaining portions thereof shall not be affected by such invalidity or unenforceability and shall remain in full force and effect. Furthermore, any invalid or unenforceable provision shall be modified accordingly within the confines of applicable law, giving maximum permissible effect to the parties' intentions expressed herein.

**23. CHOICE OF LAW, CHOICE OF VENUE.** This Agreement shall be governed and construed in accordance with the laws of the State of Utah, without regard to its rules regarding conflicts or choice of law. The parties submit to the exclusive jurisdiction and venue of the state and federal courts located in Salt Lake City, Utah.

**24. ASSIGNMENT.** PURCHASER shall not assign or transfer this Agreement without the prior written consent of SELLER. Any attempt to make such an assignment or transfer shall be null and void. SELLER shall have the authority to assign, or otherwise transfer, its rights and obligations in connection with this Agreement, in whole or in part, upon prior written notice to PURCHASER.

**25. LIMITATION ON LIABILITY, TO THE EXTENT PERMISSIBLE BY LAW, SELLER SHALL HAVE NO FURTHER LIABILITY IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE AMOUNT PAID BY PURCHASER FOR THE PRODUCTS GIVING RISE TO SUCH LIABILITY. NOTWITHSTANDING ANY LIABILITIES OR RESPONSIBILITIES ASSUMED BY SELLER HEREUNDER, SELLER SHALL IN NO EVENT BE RESPONSIBLE TO PURCHASER OR ANY THIRD PARTY, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR LOSS OF ANTICIPATED PROFITS, LOSS BY REASON OF PLANT SHUTDOWN, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, LOSS OF DATA, SERVICE INTERRUPTIONS, COST OF PURCHASED OR REPLACEMENT POWER, COST OF MONEY, LOSS OF USE OF CAPITAL OR REVENUE OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSS OR DAMAGE, WHETHER ARISING FROM DEFECTS, DELAY, OR FROM ANY OTHER CAUSE WHATSOEVER.**

**26. PRIVACY AND DATA PROTECTION.** Seller has put in place rigorous safeguards and procedures regarding privacy and data protection, notably the Ovivo Privacy Policy ([ovivowater.com/privacy-policy](http://ovivowater.com/privacy-policy)), and requires that Purchaser adhere to its data protection principles to the extent applicable to Purchaser.

**27. DATA COLLECTION.** PURCHASER consents to the collection of the Product's operational data and to the use of such data for the purpose of improving the Products and other purposes stated herein. PURCHASER further agrees that such data collection does not constitute a performance monitoring service or duty by SELLER.

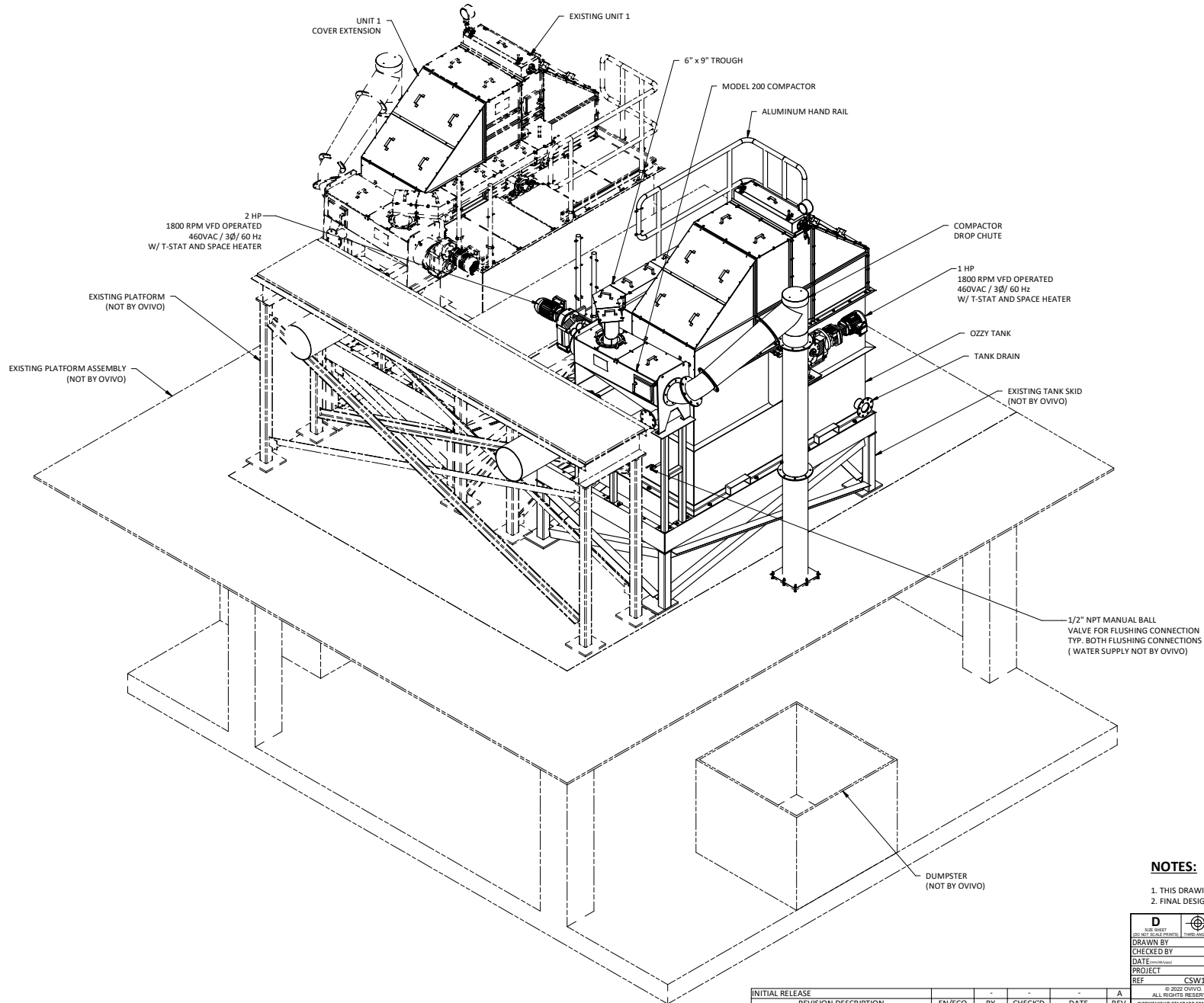
**28. INSURANCE.** SELLER shall maintain that its current levels of insurance for the duration of the Project, as set forth in its standard certificate of insurance, available upon request.

**29. BONDS.** Upon PURCHASER request within fifteen (15) calendar days of SELLER's receipt of an order, SELLER shall provide a bond in favor of PURCHASER, at PURCHASER's expense, by an institution, and in a form, approved in advance by SELLER. Any performance and/or payment bond agreed to be provided by SELLER will extend to supply of equipment and services for a period not to exceed the first twenty four (24) months of the service or warranty period, and for a value not to exceed the total price of the contract.

**30. PERMITS.** PURCHASER shall be solely responsible to obtain and maintain in force all necessary permits with respect to any products to be provided by SELLER hereunder and any intended use by PURCHASER.

## JEA Nassau Ozzy Cup Drawings





**ESTIMATED WEIGHTS:**

- TANK (316 SS): 3,700 Lbs.
- FULL COVER (316 SS): 620 Lbs.
- UNIT 1 COVER EXTENSION (316 SS): 170 Lbs.
- Ø7\"/>

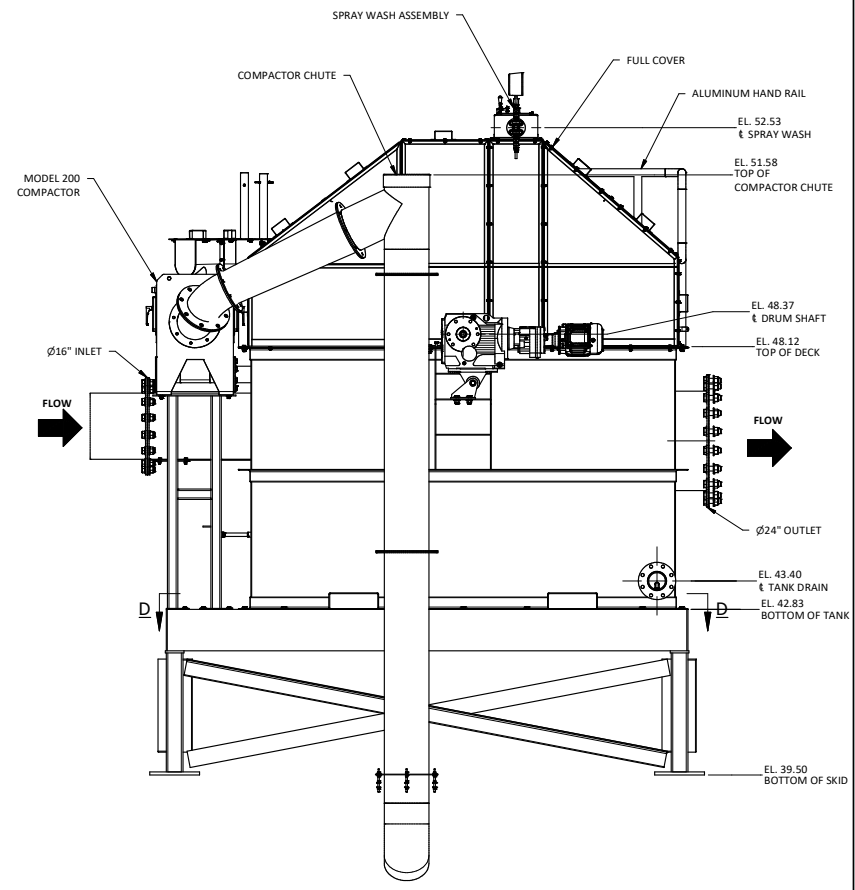
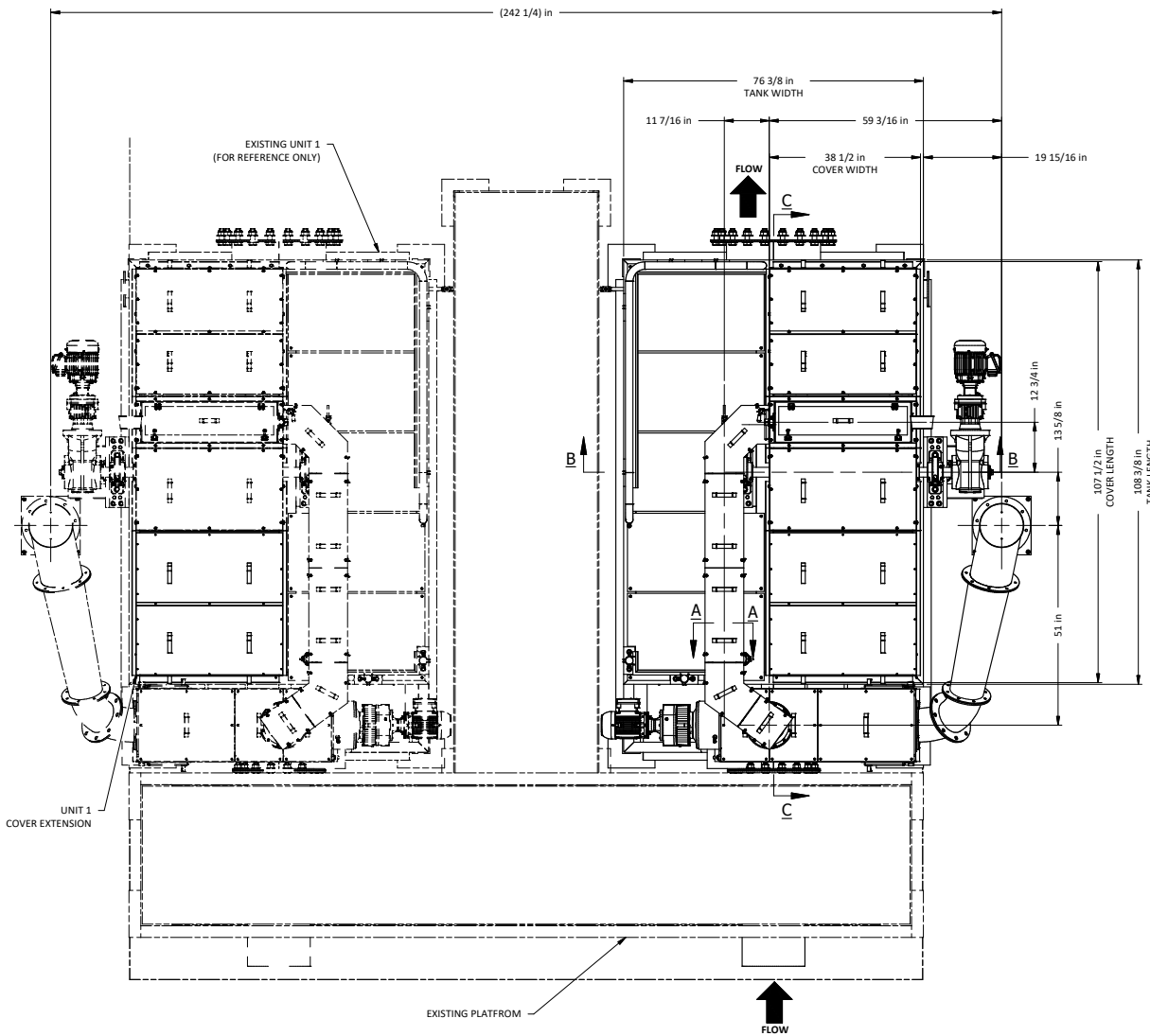
**NOTES:**

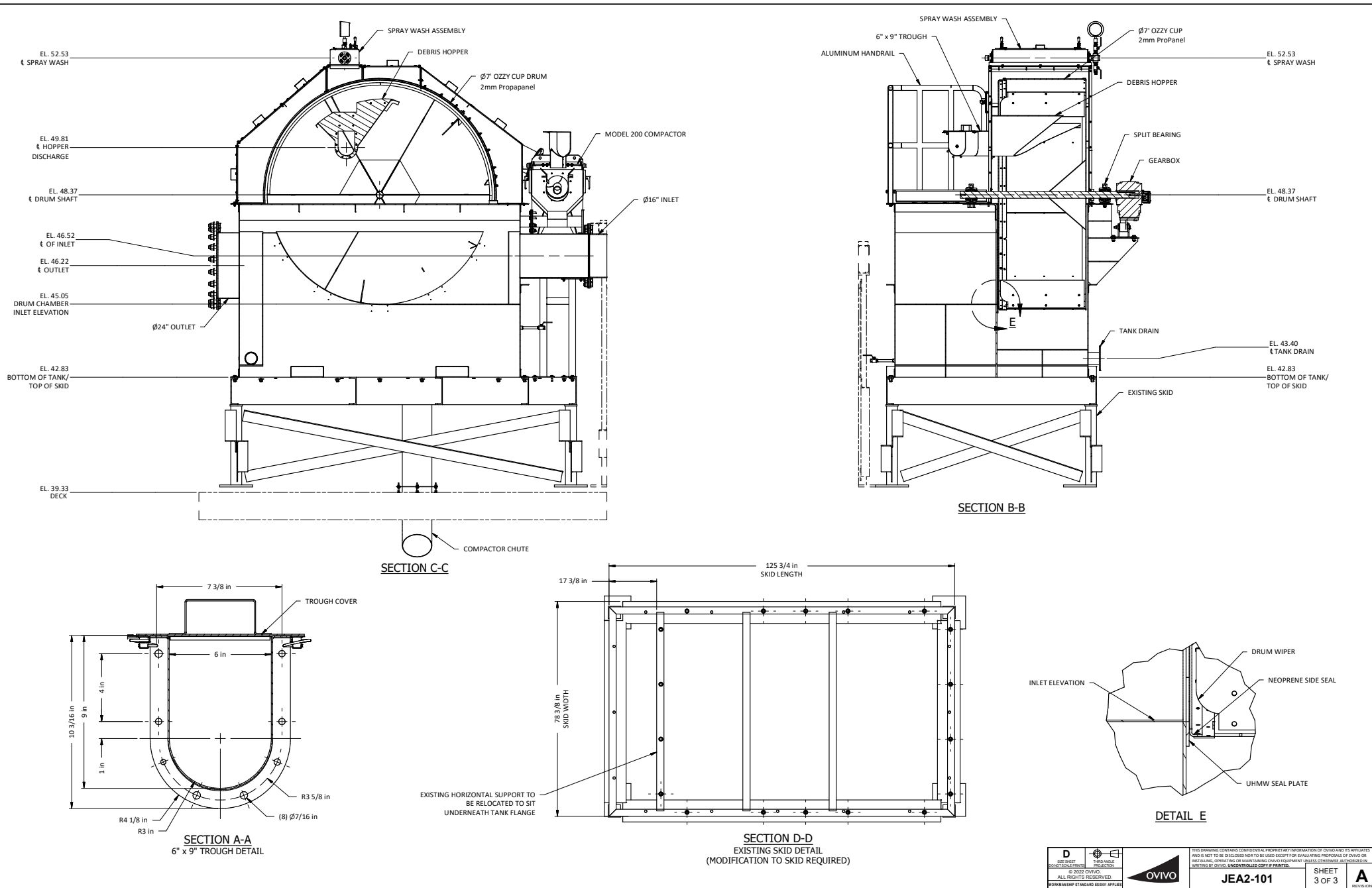
1. THIS DRAWING IS TO BE USED FOR DISCUSSION PURPOSES ONLY. NOT FOR CONSTRUCTION.
2. FINAL DESIGN MAY REQUIRE MODIFICATION TO PLANS AS SHOWN.

D <small>ISO SHEET DO NOT SCALE PRINTS</small> DRAWN BY DJH CHECKED BY JRH DATE 4/6/2023		<b>JEA NASSAU 7\"/&gt; </b>			
		<small>THIS DRAWING CONTAINS CONFIDENTIAL PROPRIETARY INFORMATION OF OVIVO AND ITS AFFILIATES AND IS NOT TO BE DISCLOSED OR REPRODUCED WITHOUT THE WRITTEN PERMISSION OF OVIVO. UNCONTROLLED COPY IF PRINTED.</small>			
		PROJECT SALES REF CSW1595-101	DWG NO. JEA2-101		SHEET 1 OF 3
		<small>© 2022 OVIVO ALL RIGHTS RESERVED. WORKMANSHIP STANDARD ESSEET APPLIES</small>	A		A

INITIAL RELEASE	REVISION DESCRIPTION	EN/ECO	BY	CHECK'D	DATE	REV
						A







## *Certification of Single Source or Emergency Procurement*

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

### **3-112 Single Source**

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

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

### **3-113 Emergency Procurements**

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

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

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

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

**1. Vendor Name:**

Ovivo

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

Purchase a new Ozzy-Cup drum screen with compactor unit.

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**Award #5 07/13/23**

**3. Certification:**

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

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

**Single Source Procurement.** Please state which subsection of Section 3-112 above applies to this Single Source Procurement:   **B**  

OR

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

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

  23 May 2023    
Date

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

**Award #6 07/13/23**

<b>10% Escalator</b>		
<b>Radio Count</b>	<b>FY23' Rate per month x 12 months</b>	<b>FY 24' Projected Rate per month x 12 months</b>
<b>1700</b>	<b>\$33.06</b>	<b>\$36.37</b>
<b>Total Est Cost:</b>	<b>\$674,424.00</b>	<b>\$741,866.40</b>
<b>Total Est Cost:</b>		

Award #6 07/13/23

<b>FY 25' Projected Rate per month x 12 months</b>
<b>\$40.00</b>
<b>\$816,053.04</b>
<b>\$2,232,343.44</b>

BAFO BID Analysis JEA INVESTMENT RECOVERY (IRO) SALE OF SCRAP WIRE, CABLE AND METALS							Cleveland Industrial Recycling	Trademark Metal Recycling Recycling		
SECTION 1 - SALE OF SCRAP WIRE, CABLE AND METALS										
In column H, the Company must submit the Percentage index price the company will pay JEA for the items listed and to perform all services as described in Appendix A - Technical Specifications. Services will be scheduled on an as-needed basis. The price provided must be "all-inclusive pricing" per unit. The bid response per unit rate should account for all containers, administrative cost, travel time, travel mileage, profit, labor burden, fuel charges, meals, per diem, worksite cleanup, supervision, materials, tools, personnel, equipment, rental equipment and anything needed to accomplish the job. No separate billable line item will be paid by JEA without prior written approval from the JEA Contract Administrator. Labor time begins when the contractor is on JEA property. The estimated one (1) year quantities are to be used as guideline and is not a guarantee of work. Quantities can increase or decrease throughout the life of the contract.										
A	B	C	D	E	F	G	H	Payable to JEA - (E/G)*F*H	H	Payable to JEA - (E/G)*F*H
Category	Commodity Index Base Date Indices used for evaluation only	UOM (1 Gross Ton = 2,240 lbs.)	Three (3) Year Estimated Quantity	Index Price (February used for evaluation)	Conversion Factor (Index to Forecast)	Percentage of Applicable Index	Calculated Payable to JEA	Percentage of Applicable Index	Calculated Payable to JEA	
1	Bare Aluminum Wire & Cable	LME indices, aluminum alloy, North American Aluminum Alloy Contract (NASAA) Official S/Tonne Cash (Ask) Base Date January 1, 2023	Lbs	4,200	2324	2204.6	89.00%	\$ 3,940,448.2	94.00%	\$ 4,161,821.6
2	Insulated Aluminum Wire & Cable	LME indices, aluminum alloy, North American Aluminum Alloy Contract (NASAA) Official S/Tonne Cash (Ask) Base Date January 1, 2023	Lbs	978,569	2324	2204.6	50.00%	\$ 515,783,896.4	55.00%	\$ 567,362,286.0
3	Scrap Aluminum (ACSR Cable & aluminum from railcars)	LME indices, aluminum alloy, North American Aluminum Alloy Contract (NASAA) Official S/Tonne Cash (Ask) Base Date January 1, 2023	Lbs	692,763	2324	2204.6	50.00%	\$ 365,141,343.6	51.00%	\$ 372,444,170.4
4	Bare Copper Wire & Cable	COMEX indices, copper high grade, 4th Active cents/lb Base Date January 1, 2023	Lbs	1,827	3.9	1	92.00%	\$ 6,555,276.0	89.00%	\$ 6,341,517.0
5	Insulated Copper Wire & Cable	COMEX indices, copper high grade, 4th Active cents/lb Base Date January 1, 2023	Lbs	203,327	3.9	1	77.00%	\$ 610,590,981.0	51.00%	\$ 404,417,403.0
6	Copper-weld Wire	COMEX indices, copper high grade, 4th Active cents/lb Base Date January 1, 2023	Lbs	3,500	3.9	1	47.00%	\$ 6,415,500.0	60.00%	\$ 8,190,000.0
7	Scrap Iron & Steel	AMM Steel Alabama indices, Number 1 heavy melt scrap consumer buying price \$/gross ton Base Date January 1, 2023	Gross Ton	2,680	340	1	36.00%	\$ 328,029,705.0	85.00%	\$ 774,514,581.3
8	Scrap Cast Iron	AMM Steel Alabama indices, Number 1 heavy melt scrap consumer buying price \$/gross ton Base Date January 1, 2023	Gross Ton	40	340	1	36.00%	\$ 4,881,792.9	88.00%	\$ 11,933,271.4
9	304 Series Stainless Steel	AMM Stainless Steel Pittsburgh indices, 304 solids clips consumer buying (High) \$/gross ton Base Date January 1, 2023	Gross Ton	41	1680	1	55.00%	\$ 37,921,950.0	58.00%	\$ 39,990,420.0
10	316 Series Stainless Steel	AMM Stainless Steel Pittsburgh indices, 316 solids clips consumer buying (High) \$/gross ton Base Date January 1, 2023	Gross Ton	12	2688	1	62.00%	\$ 19,998,720.0	85.00%	\$ 27,417,600.0
11	Copper & Brass, Aluminum Bronze Solids	AMM United States indices, Copper scrap yellow brass solids, buying price delivered to brass ingot makers (High) \$/cents/lb Base Date January 1, 2023	Lbs	23,794	2.45	1	75.00%	\$ 43,721,475.0	107.00%	\$ 62,375,971.0
12	Digital Electric Meters	COMEX indices, copper high grade, 4th Active cents/lb Base Date January 1, 2023	Lbs	165,321	4.27	1	6.00%	\$ 42,355,240.2	8.00%	\$ 56,473,653.6
13	Lead Batteries	BCOM indices Storage Batteries, Lead Acid Type, BCI Dimensional Group 8D or Smaller. Consumer buying price \$/cents/lb Base Date January 1, 2023	Lbs	10,372	0.1	1	55.00%	\$ 570,460.0	80.00%	\$ 829,760.0
14	Paper Insulated Lead Coated Copper Cable (PILC)	Fast Markets Copper Scrap No. 1 Copper Base Date January 1, 2023	Lbs	525,134	3.85	1	34.00%	\$ 687,400,406.0	29.00%	\$ 586,312,111.0
Section 1 - Annual Revenue Payable to JEA								\$ 2,673,307.19	\$	2,922,764,566.4
Three (3) year Revenue amount								\$ 8,019,921.58	\$	8,768,293.70
Transfer Three (3) year NET amount to Appendix B - Proposal Form								\$ 8,019,921.58	\$	8,768,293.70