

Welcome to the JEA Awards Meeting

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

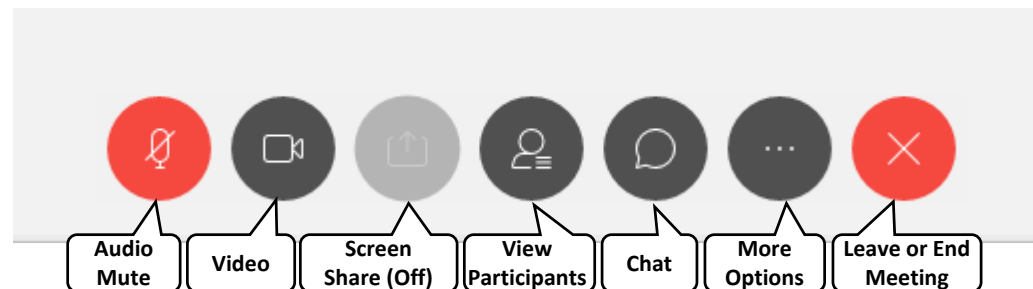
We will unmute your lines during the public comment time and provide opportunity for you to speak.

During the meeting, interested persons can also email **Halley Reiman** at reimhj@jea.com to submit public comments to be read during the meeting regarding any matter on the agenda for consideration.

Public comments by e-mail must be received no later than 9:00 a.m. to be read during the public comment portion of the meeting.

Please contact **Halley Reiman** by telephone at **(904) 665-8815** or by email at reimhj@jea.com if you experience any technical difficulties during the meeting.

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



AWARDS COMMITTEE AGENDA

DATE: Thursday, August 19, 2021

TIME: 10:00 A.M.

PLACE: JEA, Customer Center, Bid Office, 1st Floor, 21 West Church Street, Jacksonville, FL
32202 OR
WebEx/Teleconference
WebEx Meeting Number (access code): 160 199 4252
WebEx Password: pxP6CqUSt63

Public Comments:

Awards:

1. Approval of the minutes from the last meeting (08/12/2021).
2. 1410317646 - Request approval to award a contract to Mod 43 Inc. for the Warehouse Management System (WMS) – Licensing, Implementation, Support, Maintenance, and Training for a total not-to-exceed amount of \$397,200.00, subject to the availability of lawfully appropriated funds.
3. 1410223046 – Request approval to award a contract to Black & Veatch Management Consulting LLC, for Integrated Resource Planning Services in the amount of \$1,705,392.00, subject to the availability of lawfully appropriated funds.
4. 1410339446 – Request approval to award a contract to Manson Construction Co. for dredging services at NGS Coal Terminal in the amount of \$607,200.00, subject to the availability of lawfully appropriated funds.
5. 1410336848 - Request approval to award a contract to Jacksonville CareNow Urgent Care, LLC for Occupational Medical Services in the amount of \$1,456,440.00, subject to the availability of lawfully appropriated funds.
6. 1410297246 – Request approval to award a contract to ETM Surveying & Mapping, Inc. for Subsurface Utility Engineering and Locate Services in the amount of \$500,000.00, subject to the availability of lawfully appropriated funds.
7. Request approval to award a change order to Red Clay Consulting, Inc. for additional services needed for implementation support for the Oracle Customer to Meter C2M project in the amount of \$517,535.00, for a new not-to-exceed amount of \$817,395.00, subject to the availability of lawfully appropriated funds.

Informational Items: N/A

Open Discussion: N/A

Public Notice: N/A

General Business: N/A

SPECIAL NOTES: Copies of the above items are available in JEA Procurement, if needed for review. If a person decides to appeal any decision made by the Awards Committee, with respect to any matter considered at this meeting, that person will need a record of the proceedings, and, for such purpose, needs to ensure that a verbatim record of the proceedings is made, which record includes the evidence and testimony upon which the appeal is to be based. If you have a disability that requires reasonable accommodations to participate in the above meeting, please call 665-8625 by 8:30 a.m. the day before the meeting and we will provide reasonable assistance for you.

08-19-2021 Awards Committee

<u>Award #</u>	<u>Type of Award</u>	<u>Business Unit</u>	<u>Estimated/Budgeted Amount</u>	<u>Amount</u>	<u>Awardee</u>	<u>Term</u>	<u>Summary</u>
1	Minutes	N/A	N/A	N/A	N/A	N/A	Approval of minutes from the 08/12/2021 meeting.
2	Request for Proposal (RFP) 2 proposers	Datz	\$400,000.00	\$397,200.00	Mod43, Inc.	Three (3) Years with Two (2) Optional One (1) Year Renewals	<p><u>Warehouse Management System (WMS) – Licensing, Implementation, Support, Maintenance, and Training</u></p> <p>JEA evaluated and selected a vendor to provide and implement a Warehouse Management System (WMS) as described in this Solicitation (the "Work") and to determine the most optimal solution which is expected to either upgrade the current Oracle WMS System; replace the current Oracle WMS system - via purchasing a new bolt on system; or developing a custom mobile solution.</p> <p>The Warehouse Management Software (WMS) solution provided by Mod 43, Inc. shall replace JEA's incumbent software solution. The key benefits of the new software solution include but are not limited to:</p> <ul style="list-style-type: none"> • Perform Paperless Receiving • Perform Paperless Shipping • Control Board for Assigning and Tracking of tasks • All Transactions can be Performed on Mobile Devices • Provide real time data for Accuracy Reporting • Generate Production Reports
3	Request for Proposal (RFP) 6 proposers	Erixton	\$1,200,000.00	\$1,705,392.00	Black & Veatch Management Consulting	Project Completion (Expected: 12/31/2023)	<p><u>Integrated Resource Planning for Generation Planning Group</u></p> <p>JEA is seeking the services of an Electric Generation Integrated Resource Planning (IRP) Services provider. The IRP shall provide a near-term to long-term strategic recommendation, with alternatives that address the following concerns:</p> <ul style="list-style-type: none"> • System reliability, system balancing capability, and adequacy of resources (i.e. FAC Rule: 25-6.035). • Retirement and replacement for aging generating plants. • Integration of planned and future utility-scale solar facilities, and system ramping requirements. • Land requirements and site locations for all new system additions. • Increased customer-owned Distributed Energy Resources (DER), Demand-side management (DSM), and Energy Efficiency (EE) adoption. • Increased Electrification adoption. • Effects of other emerging supply-side resource technologies. • Industry objective of lowering carbon emissions. <p>Potential legislative and/or regulatory mandates on carbon emissions, environmental quality, and renewable goals.</p>

08-19-2021 Awards Committee

4	Invitation for Bid (IFB) 1 bidder	Erixton	N/A (This project was not budgeted. Pulling from the maintenance budget line item)	\$607,200.00	Manson Construction Co.	Project Completion (Expected 9/30/21)	<p><u>NGS Dredging Services</u></p> <p>The scope of work covers mobilization, demobilization, all equipment, labor and supervision to complete dredging services of approximately 11,065 cubic yards of spoils materials (minimum depth of 40') to the berthing area at the NS Fuel Dock, located on the Blount Island Channel in Jacksonville, FL. All dredging services are to be completed based on the most recent hydrographic survey analysis performed on May 5, 2021.</p> <p>The Dredging company shall provide environment reports to JPA and JEA regarding the material to be dredged, prior to commencement of work and provide a certification of the depth achieved, JEA will conduct a separate hydrographic survey to validate results, prior to release the Payment and Performance Bond. This award was a partial ratification in the amount of \$40K to get the sampling started so JEA could stay on track to complete by the end of the fiscal year.</p>
5	Request for Proposal (RFP) 3 proposers	Emanuel	\$1,456,440.00	\$1,456,440.00	Jacksonville CareNow Urgent Care, LLC	Three (3) Yrs. w/Three (3) – 1 Yr. Renewals	<p><u>Occupational Medical Services</u></p> <p>The purpose of this Request for Proposals (this "RFP") is to evaluate and select a firm ("Company" or "Proposer") to provide occupational medical services to JEA (collectively, the "Work" or "Services"). JEA requires onsite medical services to facilitate the health and safety of its employees and meet the business needs of associated processes. The awarded Company will primarily staff, furnish, maintain and perform medical and administrative services at the JEA Medical Clinic currently located at 2525 N. Pearl Street, Jacksonville, FL 32206. The Company shall provide specific medical services as described herein. The Company will provide qualified, experienced, certified and licensed medical and support personnel for the State of Florida. The personnel shall have specific experience in dealing with occupational medicine and industrial medical cases.</p> <p>When comparing the all-inclusive monthly rate between the current contract (\$27,756.00) and the new contract (\$34,950.00), it resulted in an estimated 26% percent increase or \$258,984.00 over the three year term. The increased monthly rate has been attributed to medical staff price increases, and it should be noted that the current service provider notified JEA earlier this year that they would not be interested in continuing to provide these services. The original award amount of \$1,532,160.00 was approximately 17% higher than the forecasted budget estimate and the business made the decision to reduce the award amount by \$75,720.00 to match their budget for FY22. The services listed on Part B of the Workbook are optional services and the business feels it can plan to stay within their budgeted amount. The reduced award amount of</p>

08-19-2021 Awards Committee

							\$1,456,440.00 has been deemed reasonable due to increased costs in the healthcare industry.
6	Request for Proposal (RFP) 6 proposers	Vu	\$500,000.00	\$500,000.00	ETM Surveying & Mapping, Inc.	3 Years w/ 2 – 1 Year Renewals	<p><u>Subsurface Utility Engineering and Locate Services</u></p> <p>The scope of work includes subsurface utility engineering (SUE) and locate services generally located within the Nassau County, Duval County, and St. Johns County areas on an as- needed basis. No quantity of work is guaranteed. The purpose of the subsurface utility engineering and locate services is to physically locate and identify underground utility lines by providing Quality Level A services, otherwise known as test holing or pot holing, to locate a utility horizontally and vertically by survey measurements.</p> <p>Negotiations with ETM Surveying & Mapping, Inc. were successfully completed for the unit prices that will be used for individual task orders for SUE work throughout JEA’s service territory. The task orders will be limited to the amounts based in Florida Statute 287.055 Consultants’ Competitive Negotiation Act (CCNA), as amended, for continuing contracts. The award amount is the budgeted amount for SUE services for the initial contract term. The unit prices are in line with current pricing that JEA pays for SUE work on projects and is deemed reasonable.</p>
7	Contract Amendment /Change Order	Datz	N/A	\$517,535.00	Red Clay Consulting, Inc.	Project Completion (Estimated Go Live February 2022)	<p><u>Oracle Customer to Meter C2M Project Director Support and Critical Gap Assessment/Consulting</u></p> <p>This change order request is for additional funds of \$517,535.00 for additional services needed for Implementation support from Red Clay Consulting, Inc. for the Oracle Customer to Meter C2M project. Payment for this change order will be based lump sum milestone payments once the milestones are completed and accepted by JEA. Red Clay provided a fixed milestone-based proposal at a 29% discount. Note, JEA will have to come back to awards and request additional funds and services in FY22. The following additional services and milestones will be included:</p> <ul style="list-style-type: none"> • C2M Project Governance Structure Established • Updated Test Strategy • Updated Training Strategy • Training Needs Assessment <p>Red Clay Consulting, Inc. is uniquely qualified to assist JEA at this critical point in the C2M Upgrade Project. Red Clay has been working with JEA since the beginning of June 2021. They have met with 40+ project team members and provided insights into the project's current state with recommended next steps. In this next phase, Red Clay will establish project governance infrastructure and provide C2M implementation</p>

08-19-2021 Awards Committee

							expertise to enable the C2M project to go live successfully.
Total Award				\$5,183,767.00			

JEA AWARDS COMMITTEE
AUGUST 12, 2021 MEETING MINUTES

The JEA procurement Awards Committee met on August 12, 2021, in person with a WebEx option

WebEx Meeting Number (access code): 160 199 4252

WebEx Password: pxP6CqUSt63

Members in attendance were Jenny McCollum as Chairperson, Laure Whitmer as Budget Representative, David Migut as Office of General Counsel Representative; with Laura Dutton, Joe Orfano, Ricky Erixton, Stephen Datz and Hai Vu.

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

Public Comments:

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

Awards:

1. Approval of the minutes from the last meeting (08/05/2021). Chair McCollum verbally presented the Committee Members the proposed August 5, 2021 minutes contained in the committee packet.

MOTION: Joe Orfano made a motion to approve the August 5, 2021 minutes (Award Item 1). The motion was seconded by Laura Dutton and approved unanimously by the Awards Committee (5-0).

The Committee Members reviewed and discussed the following Awards Items 2-6:

2. 030-21 - Request approval to award a contract to Metropolitan Life Insurance Company for Dental Insurance in the amount of \$1,347,874.20, which will be funded by JEA employees, subject to the availability of lawfully appropriated funds.

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

3. 029-21 - Request approval to award a contract to Williams Industrial Services, LLC for construction services for the Consolidated Rivertown WTP Project Package Project in the amount of \$14,697,198.63, subject to the availability of lawfully appropriated funds.

MOTION: Stephen Datz made a motion to approve Award Item 3 as presented in the committee packet. The motion was seconded by Laura Dutton and approved unanimously by the Awards Committee (5-0).

4. Request approval to award a contract to the developer, WRH Longleaf, LLC, for the construction of the reclaimed water main and sewer force main by Marietta Sand Corporation for the Rivertown Parcel 1 project in the amount of \$699,821.83, subject to the availability of lawfully appropriated funds.

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

5. Request approval to award a one (1) year renewal to CDW Government, LLC for FY22 HP Equipment Purchases, in the amount of \$1,986,548.96, for a new not-to-exceed amount of \$2,390,240.59 subject to the availability of lawfully appropriated funds.

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

6. Request approval to award a change order to Sagewell, Inc. to issue incentives to customers enrolled in the charging rebate in the amount of \$23,386.00, for a new not-to-exceed amount of \$321,811.00, subject to the availability of lawfully appropriated funds.

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

Informational Item:

No informational items were presented to the Awards Committee.

Ratifications:

No ratifications were presented to the Awards Committee.

Public Comments:

No additional public comment speaking period was taken.

Adjournment:

Chair McCollum adjourned the meeting at 10:23 a.m.

NOTE: These minutes provide a brief summary only of the Awards Committee meeting. For additional detail regarding the content of these minutes or discussions during the meeting, please review the meeting recording. The recording of this meeting as well as other relevant documents can be found at the link below:
https://www.jea.com/About/Procurement/Awards_Meeting_Agendas_and_Minutes/



Formal Bid and Award System

Award #2 August 19, 2021

Type of Award Request: REQUEST FOR PROPOSAL (RFP)
Request #: 121
Requestor Name: Owens, Katura E. - Mgr Technology Project Mgmt
Requestor Phone: (904) 665-4215
Project Title: Warehouse Management System (WMS) – Licensing, Implementation, Support, Maintenance, and Training
Project Number: 008-285W
Project Location: JEA
Funds: Capital (FY22) and FY23 and beyond will be O&M against cost center B0600. \$337,200.00 is capital; \$60,000.00 Year 2&3 Support is O&M
Budget Estimate: \$400,000.00

Scope of Work:

JEA evaluated and selected a vendor to provide and implement a Warehouse Management System (WMS) as described in this Solicitation (the "Work") and to determine the most optimal solution which is expected to either upgrade the current Oracle WMS System; replace the current Oracle WMS system - via purchasing a new bolt on system; or developing a custom mobile solution.

JEA IFB/RFP/State/City/GSA#: 1410317646
Purchasing Agent: Dambrose, Nickolas C.
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
MOD43, INC.	John McKeehan	john@mod43.com	7946 N. Lilley Rd, Canton, MI 48187	(734) 416-1009	\$397,200.00

Amount for entire term of Contract/PO: \$397,200.00
Award Amount for remainder of this FY: \$0.00
Length of Contract/PO Term: Project Completion w/ Three (3) Yrs. Support & Maintenance
Begin Date (mm/dd/yyyy): 10/01/2021
End Date (mm/dd/yyyy): Project Completion (Three (3) Yrs. support ending 09/30/2024)
Renewal Options: YES – Two – 1 Yr. Renewals for Support and Maintenance
JSEB Requirement: None - No JSEBs available

RESPONDENTS:

Name	Amount	Rank	Score	Disqualified
MOD 43, INC.	397,200.00	1	82.49	NO
CORE PARTNERS, INC.	266,505.00	2	73.71	YES

Background/Recommendations:

Advertised RFP on 04/02/2021. Three (3) prime companies attended the optional pre-Response meeting held on 04/09/2021. At response opening on 04/27/2021, JEA received two (2) Responses. Two suppliers responded with no bids because their software solutions were not in line with JEA’s business requirements. In addition to price, the supplier Responses were also evaluated on Past Performance, Professional Staff Experience, Design Approach and Workplan, and ability to meet JEA’s business functionalities. Core Partners Inc.’s proposal was disqualified for failure to meet the minimum qualifications. The Mod 43 Inc. Proposal was scored and ranked, and deemed responsive. A copy of the Mod 43 Inc. pricing is attached as backup.

This request is for \$397,200.00 for a Warehouse Management on premise Oracle EBS software (WMS) solution provided by Mod 43, Inc. and will include 50 licenses and Implementation for \$281,600.00, training for \$25,600.00 and three (3) years of Support and Maintenance for \$90,000.00 (\$30,000.00 annually). The current WMS functionality does not meet the business needs. The new software solution will perform all warehouse functions, be paperless, and improve material handling efficiency, while reducing costs due to manual work entry and inaccurate inventories. This will positively impact the Storeroom Personnel, Service Center Crews, Contractors, Inventory Planning and Procurement. The key benefits of the new software solution include but are not limited to:

- Perform Paperless Receiving
- Perform Paperless Shipping
- Control Board for Assigning and Tracking of tasks
- All Transactions can be Performed on Mobile Devices
- Provide real time data for Accuracy Reporting
- Generate Production Reports

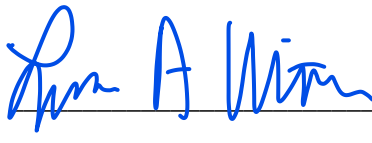
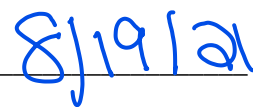
1410317646 - Request approval to award a contract to Mod 43 Inc. for the Warehouse Management System (WMS) – Licensing, Implementation, Support, Maintenance, and Training for a total not-to-exceed amount of \$397,200.00, subject to the availability of lawfully appropriated funds.

Director: Edgar, Cindy L. - Dir Eng Systems & PMO
VP: Datz, Stephen H. - Interim Chief Information Officer

APPROVALS:

 August 19, 2021

Chairman, Awards Committee **Date**

Budget Representative **Date**

JEA Solicitation #1410317646 RFP - Addendum 1 Warehouse Management System (WMS) - Licensing, Implementation, Support, Maintenance, and Training
Addendum 1 Appendix B - Response Workbook (Revised)

1) Warehouse Management System (WMS) Barcode Licensing, Implementation, Maintenance, Support, and Training	MOD43, Inc.
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Provider shall submit pricing to provide the Learning Management System requirements provided in this Solicitation. All bid prices shall include all parts, labor, tools and materials to provide the requirements. No additional fees shall apply.

Description of Services

1.1 Warehouse Management System (WMS) - Annual Software Licenses Cost

Bidder agrees to provide JEA a non-revocable right to install and use the various Applications on prescribed devices during the three (3) year term of agreement. JEA anticipates the estimated quantity to be purchased over the three year duration of the contract term. \

Item No	Description	Estimated Qty	Unit of Measure	Unit Price	Total Three (3) Year Price
1.1.2	Software Licenses - On Premise Solution - <i>it is MOD43's understanding JEA already owns the licenses. This is based upon previous communications in 2019-2020</i>	50	per one (1) year per license	\$ -	0.00
1.1.3	Software Licenses - Cloud Based Solution	50	per one (1) year per license	\$ -	0.00
1.1.3	Warehouse Management System - Annual Software License Cost				0.00

Description of Services

1.2 Warehouse Management System (WMS) - Setup / Implementation Fees

1.2.1 Setup / Implementation -

Any travel expenses shall be included and subject to Appendix A - JEA Travel Policy.

Item No	Description	Not to Exceed (NTE) Hours	Hourly Rate	Total Price	
1.2.2	Project management / Non-Technical Team Professional Services	168.0	160.00	26,880.00	
	Technical Team Professional Services				
1.2.3	Analysis	360.0	160.00	57,600.00	
1.2.4	Configuration	420.0	160.00	67,200.00	
1.2.5	Development/Customization	200.0	160.00	32,000.00	
1.2.6	Unit, Configuration and system testing	380.0	160.00	60,800.00	
1.2.7	Go Live & 1 Week Post Go-Live Support	232.0	160.00	37,120.00	
1.2.8	Warehouse Management System) - Setup / Implementation Fees				281,600.00

Description of Services

1.3 Warehouse Management System (WMS) - Recurring Annual Maintenance and Support

Costs shall include, but may not be limited to Maintenance and Support, must include technical support, customizations, and free software upgrades

Item No	Description	Estimated Qty	Unit of Measure	Unit Price	Total Three (3) Year Price
1.3.1	Maintenance and Support - During the term of the Program, Bidder agrees to maintain its platform and systems to a commercially reasonable level, provide complimentary timely repair of material deficiencies, to provide limited unobtrusive updates and software revisions, and to support its platform and systems to a commercially reasonable level with customer service available from 9 a.m. to 5 p.m. eastern standard time during the term.	3	per one (1) year	30,000.00	90,000.00
	Service Level Agreement - Maintenance and Support shall be subject to a service level agreement. The service level agreement shall contain the quality criteria and the at risk percentages contained in this Section.	Severity	Quality Criteria	Definition	% of Monthly Maintenance and Support Fees at Risk
		Critical	Average Response Time <= 1 Hour	Business outage or significant customer impact that threatens future productivity	5%
		Urgent	Average Response Time <= 2 Hours	High-impact problem where production is proceeding, but in a significantly impaired fashion; there is a time-sensitive issue important to long term productivity that is not causing an immediate work stoppage; or there is significant customer concern.	2%
		Important	Average Response Time <= 4 Hours	Important issue that does not have significant current productivity impact	2%
		Monitor	Average Response Time <= 1 business day	Issue requiring no further action beyond monitoring for follow-up, if needed	1%

JEA Solicitation#077-19 Employee Performance Management System
Appendix B - Response Workbook

		Informational	Average Response Time <= 2 business days	Request for information only	1%
	Total \$ of Monthly Maintenance and Support Fees at Risk				275.00
1.3.3	<i>Warehouse Management System (WMS) - Recurring Annual Maintenance and Support</i>				90,000.00
Item No	Description	Estimated Qty	Unit of Measure	Unit Price	Total Price
1.4.1	Warehouse Management System - Administrative Level Training Training to be completed for all identified personnel 2 weeks before launch. Dedicated technical support at a minimum of 30 days after implementation/launch. Training deliverables to include: written material, CBTs, classroom training, robust Q&A, daily triage of performance.	1	per lump sum	<i>25,600.00</i>	25,600.00
1.4.2	<i>Warehouse Management System (WMS) - Administrative Level Training</i>				25,600.00
1.5	<i>Warehouse Management System (WMS) - Total Bid Price (Transfer this Amount to Zycus E-Sourcing Tool)</i>				397,200.00

Respondent(s),

This communication is to inform you of JEA’s intent to award for Solicitation #1410317646 Warehouse Management System (WMS) Licensing, Implementation, Support, Maintenance, and Training. JEA has reviewed all of the submittals and has determined that Mod43 is the Responsive and Responsible Respondent whose Response meets or exceeds the Minimum Qualifications set forth in this Solicitation, and is the Highest Evaluated Respondent. The Bid Results are seen below.

S.No	Question	Weightage	Scorer	Scores	
				Mod43 (jinh@mod43.com)	Core Partners, Inc. (cp@corepartners.com)
Grand Total of Scores				82.49	73.71
Supplier Rank				1	2
1	(25) Quotation of Rates	25		16.75	25
1.1	respond to this question with the completed Appendix B - Re	50		8.38	12.5
			Nick Dambrose	8.38	12.5
1.2	Quotation of Rates - Bid Form	50		8.38	12.5
			Nick Dambrose	8.38	12.5
2	Minimum Qualifications - Past Performance/Company Ex	25		21.38	19.63
2.3	Reference 1	50		10.79	9.92
			Justin Hightower	11.88	11.25
			Liza Kloberman	10	10
			Robert Robinson	10.5	8.5
2.8	Reference 2	50		10.58	9.71
			Justin Hightower	11.25	10.63
			Liza Kloberman	10	10
			Robert Robinson	10.5	8.5
3	(10) Professional Experience of Respondents Staff	10		9	7.13
3.1	Work unless Company receives prior approval by the JEA Proj	100		9	7.13
			Justin Hightower	9.3	7.7
			Liza Kloberman	9	6
			Robert Robinson	8.7	7.7
4	(25) Ability to Meet the Business Functionalities	25		22.67	13
4.1	judes the requirements that have been identified by JEA as in	100		22.67	13
			Justin Hightower	22	8
			Liza Kloberman	23	15
			Robert Robinson	23	16
5	(15) Design Approach and Workplan	15		12.7	8.95
5.1	to complete the engagement and prepare a proposed timelin	100		12.7	8.95
			Justin Hightower	12	7.95
			Liza Kloberman	13.05	7.95
			Robert Robinson	13.05	10.95

If you have any questions concerning this, you must refer to the JEA Purchasing Code, Article 5, Administrative Remedies located on JEA.com. JEA’s Chief Procurement Officer is Jenny McCollum at Gleejs@jea.com, JEA appreciates your participation and looks forward to future opportunities to work with your company.



Formal Bid and Award System

Award #3 August 19, 2021

Type of Award Request: PROPOSAL (RFP)
Requestor Name: Goodrich, William
Requestor Phone: (904) 665-6604
Project Title: Integrated Resource Planning for Electric Generation Planning
Project Number: HE10220
Project Location: JEA
Funds: O&M
Budget Estimate: \$1,200,000.00, additional funds pulled from 30300

Scope of Work:

JEA is seeking the services of an Electric Generation Integrated Resource Planning (IRP) Services provider. The IRP shall provide a near-term to long-term strategic recommendation, with alternatives that address the following concerns:

- System reliability, system balancing capability, and adequacy of resources (i.e. FAC Rule: 25-6.035).
- Retirement and replacement for aging generating plants.
- Integration of planned and future utility-scale solar facilities, and system ramping requirements.
- Land requirements and site locations for all new system additions.
- Increased customer-owned Distributed Energy Resources (DER), Demand-side management (DSM), and Energy Efficiency (EE) adoption.
- Increased Electrification adoption.
- Effects of other emerging supply-side resource technologies.
- Industry objective of lowering carbon emissions.
- Potential legislative and/or regulatory mandates on carbon emissions, environmental quality, and renewable goals.

JEA IFB/RFP/State/City/GSA#: 1410223046
Purchasing Agent: Lovgren, Rodney
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
BLACK & VEATCH MANAGEMENT CONSULTING	Paul Maxwell	MaxwellP@bv.com	11401 Lamar Ave. Overland Park, KS 66211	916-847-1349	\$1,705,392.00

Amount for entire term of Contract/PO: \$1,705,392.00
Award Amount for remainder of this FY: \$170,392.00
Length of Contract/PO Term: Project Completion
Begin Date (mm/dd/yyyy): 09/15/2021
End Date (mm/dd/yyyy): Project Completion (Expected: 12/31/2023)
JSEB Requirement: Optional
Comments on JSEB Requirements:

PROPOSERS:

Name	Rank
BLACK & VEATCH MANAGEMENT CONSULTING LLC	1
1989 & CO DBA / BURNS & MCDONNELL ENGINEERING COMPANY INC.	2
CHARLES RIVER ASSOCIATES	3
GDS	6
E-3	3
SIEMENS	5

Background/Recommendations:

Advertised on 02/02/2021. Thirteen (13) prime companies attended the mandatory pre-proposal meeting held on 02/09/2021. At proposal opening on 03/16/2021, JEA received six (6) Proposals. The public evaluation meeting was held on 04/30/2021. JEA deemed Black & Veatch Management Consulting LLC the most qualified to perform the work. A copy of the evaluation matrix and negotiated schedule and fees are attached as backup.

Each Company submitted job titles and hours forecasts for the scope of work in the solicitation. JEA reviewed the forecasts comparatively between submitting respondents. The hours submitted by Black & Veatch Management Consulting Services LLC was on the low-end to middle of the range of submitting companies for the various deliverables.

JEA last contracted Black & Veatch Management Consulting Services LLC in 2018 for rate design consulting services which had a weighted average hourly rate of \$271.00. The weighted average hourly rate for this project is \$268.00 / hour. The original budget of \$1.2M did not include the following content, which increased production modeling efforts, analysis and reporting:

- More Complex Environmental assessment due to new legislative and regulatory (L&R) developments
- Additional Resource options to evaluate (i.e. hydrogen fuel to respond to L&R)
- CFB gas conversion conceptual proposal to develop and evaluate
- PURPA support (calculation of avoided cost for potential PURPA solar)
- Transmission constraints analysis (new unit siting and import capability)
- Additional scenario studies due to L&R uncertainty

JEA reviewed the forecasts and rates distribution for the scope of services. JEA deems the loading appropriate and consistent with how JEA envisions the work being completed. In consideration of the level of complexity of work being above a typical engineering engagement, the rates and compensation are considered reasonable.

1410223046 – Request approval to award a contract to Black & Veatch Management Consulting LLC, for Integrated Resource Planning Services in the amount of \$1,705,392.00, subject to the availability of lawfully appropriated funds.

Manager: Fischer, Melinda L. - Mgr Electric Generation Planning
Director: Coarsey, John B. - Director, Electric T & D Planning
VP: Erixton, Ricky D. - VP Electric Systems

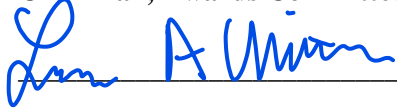
APPROVALS:



August 19, 2021

Chairman, Awards Committee

Date



8/19/21

Budget Representative

Date

PROPOSAL TO PERFORM IRP SERVICES

Exhibit A to the Contract between JEA
and Black & Veatch Management
Consulting, LLC
JEA CONTRACT #XXX

B&V PROJECT NO. XXXXXXX

PREPARED FOR



27 JULY 2021



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1.0 Receive Executed Contract from JEA

Our work will begin upon receipt of the executed contract from JEA. The work will be performed by a consulting team led by Black & Veatch Management Consulting (“BVMC”) and including Black & Veatch Power (“BV Power”), nFront Consulting (“nFront”), Nexant and the Acuity Design group (“Acuity”), together the “Black & Veatch Team”, “Team”, “we” or “us”.

2.0 Perform Communication and Management

2.1 PERFORM PROJECT MANAGEMENT

BVMC will manage the performance of the Team’s work. BVMC will utilize an approach that follows Project Management Institute guidelines, with experienced project leadership working under a defined project plan using controls and tools to direct and manage the different tasks and meet the budgetary goals, timelines and objectives of JEA. The key elements of this project management process include the following.

- Defined Organizational Structure – The identified IRP Project Manager (Paul Maxwell) will have overall responsibility for performance of the work including scope, staffing and schedule. The identified BVMC Project Manager (Ms. Felise Man) will have day-to-day responsibility for performance of the work, with specific areas and deliverables delegated to subject matter experts and other team members.
- Roles and Responsibilities – Key team members and their roles and responsibilities have been identified in advance in the project plan, and their commitment is confirmed and they are identified to JEA in this proposal.
- Status and Review Meetings - the frequency and scope of meetings have been identified in advance in the project plan and are structured around the reporting needs of JEA.
- Deliverables –The number and timing of deliverables have been identified in advance in the project plan and all necessary predecessors and client decision timeframes have been considered.
- Project Schedule and Timeline – A detailed project plan has been developed based on the individual tasks, meetings, deliverables and milestones identified.

As the work progresses, the IRP Project Manager and BVMC Project Manager will work to track performance against the established project plan and identify any special issues, problems or risks that are likely to be encountered going forward. If and when such issues arise, we will immediately work with JEA to mitigate any impacts and revise the scope and schedule as necessary and in agreement with JEA.

2.2 PREPARE FOR AND PARTICIPATE IN IRP KICKOFF CALL AND DATA REQUEST

The Team will facilitate an IRP Kickoff call. The Team will provide a draft agenda and work with JEA to finalize the agenda. To facilitate discussions during the call, the Team will also issue a preliminary IRP Data Request to JEA prior to the call.

The Kickoff Call will be focused on the following objectives and activities:

- Introduce the JEA team and Black & Veatch Team members and discuss roles in developing the IRP.
- Discuss preferred methods for IRP-related communications.
- Discuss anticipated IRP stakeholder engagement.
- Discuss JEA's policy objectives (i.e. increased utilization of solar, with and without battery energy storage).
- Discuss methodology and responsibility for developing relevant forecasts and projections utilized throughout the IRP (for example, JEA's load forecast, consideration of demand-side management/energy efficiency/ conservation, fuel price projections, natural gas transportation, etc.).
- Discuss factors to be considered in developing the sensitivities and scenarios to be evaluated in the IRP (final sensitivities and scenarios will be developed as part of the IRP process).
- Discuss JEA's power supply planning situation and relevant considerations.
- Review and refine (as need) the IRP tasks and approach.
- Discuss IRP schedule.
- Discuss data to be provided by JEA/high-level initial review of data and assumptions that JEA has available.

Following the Kickoff Call, the Team will issue a memorandum summarizing the Kickoff Call discussions. The Team will utilize the IRP Data Request in conjunction with an IRP Action Item List to monitor status of data requests and IRP-related activities through completion of the IRP.

2.3 PREPARE FOR AND HOST BI-WEEKLY CALLS (OBJECTIVE 4.8.1)

Following the Kickoff call, members of the Team will prepare for and host progress conference calls once every other week (bi-weekly). The purpose of these calls is to update the JEA Project Manager with respect to progress/status, discuss relevant outstanding issues, and review and discuss preliminary IRP results.

2.4 PREPARE FOR AND PARTICIPATE IN ON-SITE PROGRESS MEETINGS (RFP 1.2.6.2).

2.4.1 Prepare for and Participate in a Scenario Workshop

Members of the Team will prepare for and participate in a workshop at JEA offices to finalize many of the details of scenario development. We expect that representatives from the Environmental, Legislative, Finance, Treasury, Fuels, System Operations, Plant O&M and DSM groups will participate and perhaps senior management as well. Topics for discussion will include economic parameters, application of legislative and regulatory rules/goals/mandates, carbon costs, demand and energy forecast trends, DSM trends, etc. The purpose of the workshop is to provide the Team with an

understanding of the bigger picture across JEA and for the representatives to gain insight and confidence in the IRP process.

2.4.2 Prepare for and Participate in 30% Review On-Site Meeting

Members of the Team will prepare for and participate in a meeting at JEA offices to review the draft 30% complete IRP. The agenda will include review of the developed supply-side options, the forecast reviews, development of the PLEXOS model including the data and key assumptions, and progress of the Solar Integration task.

2.4.3 Prepare for and Participate in 60% Review On-Site Meeting

Members of the Team will prepare for and participate in a meeting at JEA offices to review the draft 60% complete IRP. The agenda will include review of the initial modeling results, resource trends and further modeling recommendations and requirements, and preliminary results from the Solar Integration task. We will also discuss the draft Final report scope and requirements.

2.4.4 Prepare for and Participate in 90% Review On-Site Meeting

Members of the Team will prepare for and participate in a meeting at JEA offices to review the draft 90% complete IRP. The agenda will include review of the finalized modeling results.

2.4.5 Prepare for and Participate in Draft Final Report On-Site Meeting

Members of the Team will prepare for and participate in a meeting at JEA offices to review the draft Final IRP Report. The agenda will include review of the draft final report and other items as necessary.

2.4.6 Prepare for and Participate in Published Final Report On-Site Meeting

Members of the Team will prepare for and participate in a meeting at JEA offices to review the published final report. The agenda will include review of the final report and other items as necessary.

2.5 PREPARE FOR AND PARTICIPATE IN ON-SITE MEETINGS AFTER THE FINAL REPORT (RFP 1.2.6.2)

2.5.1 Prepare for and Participate in On-Site Review Meeting with JEA Leadership

After delivery of the final report, members of the Team will participate in a meeting with JEA leadership to present the report.

2.5.2 Prepare for and Participate in On-Site Review Meeting with the JEA Board

After delivery of the final report, members of the Team will participate in an internal meeting with the JEA Board to present the report.

2.5.3 Prepare for and Participate in On-Site Review Meeting with External Stakeholders

After delivery of the final report, members of the Team will participate in an external meeting with JEA and stakeholders to present the report to the stakeholders and other interested parties.

3.0 Perform Stakeholder Support

3.1 SUPPORT STAKEHOLDER WORKING GROUP (RFP 1.1.2 AND 1.2.6.2 ITEM 4)

The Team, led by Acuity, will support JEA in facilitating workshops and stakeholders' meetings throughout the IRP process. They will engage with JEA in gathering and compiling stakeholders' input and concerns; educating and informing stakeholders to increase understanding of the IRP process, industry trends, challenges, and opportunities for JEA; and facilitate various stakeholder forums, to inform and discuss all pertinent aspects of the project recommendations as well as alternatives developed in this process.

Work will begin with development of a comprehensive public involvement plan and then identification and development of a stakeholder working group ("IRP Discussion Group"). Acuity will develop a preliminary list of group members for review and approval by JEA. In general, the group will be an inclusive, balance cross section of the community including low income and business interests. The Sustainability office and other agencies may be involved.

Acuity will support JEA with creation of meaningful calls including visualization services, translation services, the use of interactive charrette style activities and planned community dialogues. Each interaction will have a purpose and overall objective related to integrating the community. Acuity will also assist with tools and techniques that can be used to evaluate progress at regular intervals to make sure that we are meeting the overall stakeholder engagement needs of JEA.

The progression of IRP Discussion Group meetings will generally be as follows:

- 1st meeting: Approximately 3-4 months in when we have some info to share. JEA senior management will attend. The agenda will include explanation of what an IRP is, the role of stakeholders and how we will gather input and share info.
- 2nd Meeting: Share where we are and findings so far, have specific set of questions prepared, get reactions. The goal is to gather input and consider. Consider compressing 1st and 2nd meeting and having first meeting occur earlier than 3-4 months (maybe at 2 months) and have 2nd meeting within a few weeks of that first meeting]
- 3rd Meeting: Assimilation ("We heard what you said"). Share where we are now.
- 4th meeting: Share IRP – Recommendations

Communication with the group will be through email as preferred by JEA versus a special purpose website.

Acuity will also seek to bring innovative tools to the process, including digital engagement such as crowd-sourcing campaigns, visual preference polling using renderings of proposed designs, text-based and interactive surveying, and collaborative community mapping and prioritization processes.

3.2 PREPARE POTENTIAL STAKEHOLDER CORRESPONDENCE (RFP 1.2.6.2)

To support JEA stakeholder interactions, Acuity will also assist JEA with preparation of various presentations, graphics, data and output from the IRP process to inform the IRP Discussion Group. If and to the extent requested by JEA, Team members will also make presentations to the Group and interact

directly with the group to enhance engagement, understanding and acceptance of the IRP process and key findings.

4.0 Perform Integrated Resource Plan

4.1 PERFORM INITIAL WORK

The Team, led by nFront, will begin development of the IRP by first updating the overall scope and schedule to reflect the latest information and needs of JEA. The Team will then gather the necessary data and familiarize themselves with JEA resources and points of contacts. Using the data gathered, the Team will create a set of baseline assumptions that will be used throughout preparation of the IRP.

4.1.1 Refine IRP Scope (RFP 1.1.2)

The Team will revise or refine the base IRP scope and schedule as necessary to reflect results from the Kickoff Call. The overall IRP project plan will be updated and presented to JEA for review and comment, and when finalized will serve as the master plan until further update is required.

4.1.2 Acquire Data (RFP 1.1.2)

The Team will develop a preliminary IRP Data Request and issue it to JEA prior to the IRP Kickoff Call. The IRP Data Request will be refined throughout the IRP process and utilized to keep track of information requested by the Team and information that JEA provides in response to the Data Request. The IRP Data Request will also be utilized to develop an IRP Action Item List, which will be used to monitor status of IRP-related activities throughout completion of the IRP. The IRP Data Request and Action Item List will be discussed with JEA during the regularly scheduled calls.

4.1.3 Develop Scenarios and Sensitivities (Objective 4.1)

The Team will utilize information provided by JEA and developed in various other tasks of this IRP to develop the Base Case assumptions to be reflected in the IRP, including assumptions related to:

- JEA's load forecast (reflecting considerations of Demand-Side Management/Energy Efficiency/ Conservation, electric vehicle penetration, electrification, and customer-sited renewable generation).
- JEA's existing and future renewable and other generating resources (including owned generation as well as PPAs).
- JEA's fuel price projections, including natural gas transportation considerations.
- Estimated capital and operating costs for new supply-side options (including solar with storage and other generating alternatives)
- Environmental considerations, including potential future costs associated with emissions of carbon dioxide
- Clean and renewable energy standards.
- Retirement and modifications of existing generating units.
- Economic and financing parameters.

In addition to the Base Case analysis, the Team will develop and evaluate numerous sensitivities and scenarios to reflect changes to any of the considerations listed above, regardless of whether such considerations are driven primarily by economic, environmental, regulatory, internal policy, or other factors. The Team will facilitate discussion with JEA to identify potential sensitivities and scenarios that will be developed and evaluated. While such sensitivities and scenarios, and corresponding details to construct the sensitivities and scenarios, will need to be confirmed with JEA, the consideration reflected in the sensitivities and scenarios may include the following variations:

- Load forecast (Including changes to assumptions related to Demand-Side Management/ Energy Efficiency/ Conservation)
- Fuel prices, including natural gas transportation costs
- Economic and financing parameters
- JEA's percentage of annual generation from solar/renewables/clean power
- Capital and/or operating costs for new generating units
- Assumed unit retirement/modification dates
- 30% carbon neutral generation by 2030 as a sensitivity in all cases except where mandated

The scenarios will generally resemble the last IRP and may include the following:

1. Baseline or BAU - This would be an expected pathway without carbon costs. It may include no resource changes in the base plan, or it may include Northside Unit 3 ("NS3") retirement and replacement as the base plan.
2. DSM and Rooftop Solar - This would include destruction of demand and energy sales due to increased demand side management ("DSM"), rooftop solar PV implementation, or any other factors reducing load.
3. Increased Electrification - The primary driver in this scenario would be increased Plug-In-Electric Vehicle (PEV) and plug-in-hybrid electric vehicle (PHEV) penetration.
4. Green Economy - Green economy would be an economy wide response to GHG legislation and other drivers. It may include the following; JEA 30% zero emitting energy by 2030, forced solid fuel retirement, any form of RPS, carbon costs and/or legislated GHG reductions.
5. Economic Downturn – Generally, the same regulatory climate as Green Economy except cost drives a downturn rather than a growth economy.
6. Extreme Winter Scenario - 6 days around winter peak at a significantly lower temperature and higher load (described in more detail below).

All this might be lumped into one scenario, or it may be more prudent to separate into multiple scenarios. It may be prudent to have a separate Green Economy type scenario that allows nuclear

solutions and one that does not. For purposes of this proposal, we assume that the 6 scenarios listed above will be performed.

Based on prior experience, it is likely that in CO2 cost scenarios (RPS or 30% renewable commitment by 2030) a significant quantity of solar PV will be added up front. Non CO2 scenarios may likely have to show a certain amount of solar PV addition as well. It may be necessary to force a minimum amount of solar PV into selected non-CO2 scenario resource plans.

An extreme winter scenario (6 days around winter peak at a significantly lower temperature and higher load) will be analyzed. Reliability metrics such as the capacity balance at varying levels of natural gas curtailment and the amount of energy/capacity left unserved would be assessed. Dispatch of generating units within existing oil storage volumes would be examined and the need for increased oil storage and water storage needs would be identified (internal JEA studies already show 6 days is not possible).

It may be necessary to identify the incremental cost of a 50MW 4 hr battery peaker in each scenario. Unlike a Static Reserve Solution (discussed elsewhere in this proposal), this battery would be forced into the resource mix and used routinely for dispatch. This might be most easily achieved by taking the constraints from best resource plans for each scenario, dropping off (1) 7B CT and re-running the PLEXOS model. The expected static reserve operating profile for the lead static peaker would be considered along with the results from this modeling to develop/validate battery O&M costs.

4.2 PERFORM ENVIRONMENTAL ASSESSMENT

The Team, led by BV Power, will assess numerous environmental issues that may impact the supply side options that will be considered for the IRP. This assessment includes an overview of the broad range of environmental issues and regulations, as well as specific assessments related to the Northside options, development of the new sites, and development of the gas delivery options discussed elsewhere in this proposal.

4.2.1 Assess Carbon, Air, Water and other Environmental Issues

Carbon

We will provide an overview of Greenhouse Gas (GHG) legislation that can potentially result in costs as well as financial benefits to JEA. We will also consider the Clean Futures Act which may be included in the pending Infrastructure Act, in particular the ability of JEA to buy credits. We will evaluate IRS 45Q Credits for Carbon sequestration for public entities like JEA. We will also consider the regulatory path forward related to potentially netting out for CO2. or purchase carbon credits.

Air

With respect to current air quality issues, we will evaluate Ambient Air standards (NAAQS) for particulate matter (PM) and ozone specifically. We will also evaluate hazardous air emissions (NESHAP) rules for mercury (Hg), formaldehyde and potentially others. We will also review current and potential NSR/PSD permitting rules particularly as it relates to the Northside life extension options.

Water

We will assess cooling water intake rules (316(b)) and how they may impact resource options for JEA. We will also evaluate the hydraulic connectivity ruling that could impact the NPDES permitting at the Northside Generating Station. Water reuse will also be evaluated since any new cooling water has to come from reuse if available. This will help compliance with the recent state legislation eliminating

wastewater surface discharge by 2032. Injection wells for cooling tower blowdown versus wastewater treatment will be evaluated due to salinity or sodium concerns especially on the South grid reuse.

Environmental Science and Ecology

We will provide an overview of the ongoing evolution of Florida wetlands regulations and the potential impact to permitting (404) of activities that may impact regulated wetlands. We will also evaluate new storm water requirements. We will provide an overview of the increased consideration of environmental justice in environmental decision making. The potential regulation could result in future costs to mitigate impacts and/or grant opportunities to support disadvantaged communities. For example, environmental justice concerns could require gas line routing to avoid disproportionate impacts. We will also provide a high level overview of climate resiliency considerations with respect to future generation projects, leveraging publicly available information related to climate change impacts in Florida. We will also provide an overview of environmental considerations/regulatory programs impacting the siting, cost and timing of new solar facilities. Key considerations will include wetlands permitting, T&E and environmental justice. We will also perform a high level geologic review of the potential for carbon sequestration in consideration of IRS regulation 45Q concerning tax credits for sequestration.

Solid Waste and Hazardous Materials

We will evaluate coal combustion residuals (CCR) issues which are relevant for supply side options that involve solid fuel particularly since a potential new landfill would likely be required for compliance. We will also provide an overview of polyfluoroalkyl substances (PFAS) regulation and potential impact particularly with respect to concentrated levels of PFAS in cooling tower discharge and therefore mitigation costs to JEA.

4.2.2 Assess Environmental Issues for Northside, New Sites and Gas Delivery Options

Under this task we will assess the environmental issues specific to the Northside options (new generation, retirement, life extension), the options for the existing and potential new sites identified under the other tasks (North Jax, GEC, solar/battery and distributed resources), and the gas delivery options identified under the gas delivery options task. The following issues will be assessed.

Socioeconomics

- Proximity to Roadways
- Proximity to Sensitive Receptors
- Displacement of Residences

Land Use

- Site Ownership
- Land Use Compatibility
- Environmental Justice
- Site Area Risks

Air Quality – Proximity

- Proximity to Single PSD Class I Area
- Proximity to Multiple PSD Class I Areas
- Proximity to Non-Attainment/ Maintenance Areas
- Proximity to Other Sources

Permitting Considerations

- Air Quality Permit ability
- Environmental Permit ability

Ecology

- Habitat Quality and Threatened/ Endangered Species Potential
- Wetlands/Water of the US

Cultural Resources

- Archaeological or Historic Resources

Technical Considerations Site Development Factors

- Site Development
- Site Expansion
- Wastewater Disposal Options
- Water Availability
- Proximity to Viable Sources of Water

4.3 DEVELOP SUPPLY SIDE RESOURCE OPTIONS AND ALTERNATIVES

Under this task, the Team, led by BV Power, will develop supply-side resource options (the “SSOs”) for modeling in the IRP. The work will consist of three components; 1) an update of the generic technology, cost and performance estimates that Black & Veatch performed in support of the 2019 IRP (the “Generic SSO Update”), 2) development of some additional SSOs not included in the previous IRP, update of siting considerations for generic SSOs at North Jax and GEC, and R&R estimates to support various life extension cases for existing units , and 3) estimates for longer-term alternatives to the 20 year Vogtle PPA which is scheduled to begin in late 2021 (the “Vogtle PPA SSOs”).

4.3.1 Update Generic Supply Side Options from the 2019 IRP (Objective 4.4)

The Generic SSO Update will be performed by the Team and will include an update of the overview of commercially available SSOs, including frame combustion turbine generators (“CTGs”), aeroderivative CTGs, spark ignition reciprocating internal combustion engines (“RICEs”), and solar photovoltaic (“PV”) systems with and without battery storage systems. An update to the order-of-magnitude estimates of capital costs, operating and maintenance (“O&M”) costs, thermal performance and stack emissions (for gas-fired resources) and the solar PV and energy storage resources will also be provided. The update will also consider the future cost trends for solar with and without energy storage. The update will be based on the same siting assumptions used previously, updated as discussed elsewhere in this proposal. These SSOs will be used for assessing the gas-fired alternatives at the “North Jax” site, which includes Northside Generating Station (NGS) and a portion of the former St Johns River Power Park (“SJRPP”) site, and the Greenland Energy Center (“GEC”) site discussed elsewhere in this proposal.

Resource options will include traditional and renewable supply-side options. In past JEA IRPs the GE product line has been used as surrogate SSOs for other vendor products including Mitsubishi Power Americas (MPA), formerly Mitsubishi-Hitachi Power Systems (MHPS), and by Siemens. Also, following development of resource options, an LCOE screening has been performed to eliminate options that are not cost effective. This has been done to minimize the options entering the optimization process, and therefore reduce run time. This IRP will continue to employ the same methodologies, with one exception, that select MPA and Siemens options will be examined to a level comparable to similar GE options. A representative option (GE or other) can then be selected for use in production modeling. Anticipating part of the output of this IRP based on the 2019 IRP results, JEA wants to be better prepared for IRP follow-up activities, including selecting a specific vendor technology and refreshing IRP runs in support of the Market Test and Need For Power (NFP) process discussed elsewhere in this proposal.

In general, the generic SSOs will be the same as the last IRP plus some additions. The range of options includes, but is not limited to, the following:

- Wartsila 50DF reciprocating engine. We will consider the governor performance of model 50SVG and other models which require 1% distillate to run gas.
- LM6000 pairs, dual-fuel, 2x0.
- LMS 100, dual-fuel, 1x0.
- 7FA.05, dual fuel, 1x0, 1x1, 2x1.
- 7HA.02, dual-fuel, 1x0, 1x1, 2x1, 3x1. We will discuss with JEA system operations about unit size and trip schemes which is particularly important in the evaluation of NS 1-3 retirement.
- GEC 7FA.03 upgrade to 7FA.05 Hybrid, dual-fuel, 1x1, 2x1.
- A 50-80 MW biomass unit, greenfield or brownfield, at NGS.
- Small modular reactor (“SMR”) nuclear in 100MW block increments, with JEA having an ownership interest in a consortium (not self-build/operate), over a 15-20 year time horizon.
- Gen III nuclear in 100MW block increments, with JEA having an ownership interest in a consortium (not self-build/operate), over a 15-20 year time horizon.
- Solar PV under JEA ownership as well as under a PPA.
- Battery Peaker, 50MW-4 hr for use as a peaker not for integrated solar smoothing, sited at GEC or NGS, including O&M and lifecycle cost for expected usage, including battery R&R / augmentation.
- 5x50 Solar Smoothing Battery sized as needed (possibly 25MW-2HR) integrated with committed 50MW site, including O&M and lifecycle cost for expected usage, including battery R&R / augmentation.
- 74.9 MW solar Smoothing Battery sized as needed (possibly 35MW-2HR) to integrate with proposed solar sites including O&M and lifecycle cost for expected usage, including battery R&R / augmentation.
- Other novel renewables that will be mature, viable and applicable such as offshore wind or wave energy that are expected to be cheaper than nuclear or biomass and pass the LCOE screening.

Air cooled condensers will be considered for the combined cycle options, with special consideration given to operating noise impacts. Performance estimates will be updated to include parameters such as ramp rates, start times and reduced-load overnight operating modes.

4.3.2 Develop North Jax and GEC Replacement SSO Assumptions (Objectives 3.1 and 3.2, RFP 1.1.2)

The North Jax/GEC SSOs will also be developed by the Team. The Team will utilize results from the Generic SSO Update to develop SSOs sited at North Jax and GEC. These SSOs will be made available as appropriate for cases assuming retirement of various combinations of the existing Northside generating units (Units 1,2,3 and CTs). BV Power will consider the requirement for black- start capability for replacement of the Northside CTs.

The Team will evaluate life extension and retirement considerations for Northside Unit 3 and the four Northside combustion turbines. This evaluation will be initiated through an initial review and characterization of the equipment conditions and history (to be provided by JEA), including operational and maintenance data and future expected operating and maintenance regime. The review will include known issues from the history of the facility and issues that the Team would expect to be drivers of availability and reliability in the future. The evaluation will include review of the following information for Northside Unit 3 and the four Northside combustion turbines:

- Equipment description and ratings
- Operating data (Operating hours, fuel usage and consumption, heat rate, forced and scheduled outages)
- Maintenance history (Inspection reports, previous overhauls, equipment replacement)
- Historical maintenance costs
- Maintenance and capital budgets
- Fuel quality
- Emissions reports
- Environmental permits
- Environmental compliance planning studies and filings
- Staffing

Results of the evaluation will include a narrative description of findings and estimated remaining component life, along with a list of recommended inspections, repairs and/or replacement actions which should be performed for continued safe and reliable operation of the critical equipment. Estimated capital costs and operational impacts, and anticipated schedule for performing the actions will be provided. Costs will be broken down into material, installation, and miscellaneous costs including engineering and contingency. Testing that can be performed to enhance the assessment will also be identified. Estimated capital and maintenance costs associated with continued operations of the units will be compared to retirement of the units as part of the PLEXOS sensitivities discussed previously in this proposal.

Northside Unit 3

The potential retirement and replacement of Northside Generating Station Unit 3 (NS3) will be evaluated. Retirement will be assumed to take place in Spring of 2028. It will be assumed that no other units are retiring. This is driven by the potential avoidance of 316(b) compliance costs, capital renewal and replacement (“R&R”) and expected GHG legislation.

In the PLEXOS modeling of this option, retirement will be evaluated against a range of Supply Side Options (SSO), as well as Demand Side Management Options (DSM) unique to each scenario. Upgrade of NS3 for a finite duration (probably 15-20 years) will also be evaluated for reference. Northside 1&2 will be retained except in scenarios that require their retirement. Siting replacement capacity at North Jax will be optional but not required for the first increment of capacity retired at Northside. Subsequent retirements will require capacity addition at North Jax (transmission reasons). We will leverage available data as much as possible and focus on capital needs over the next 15 years. If New Source Review is required, upgrade will likely not be feasible.

Northside CTs

The Northside CTs (NCT3, NCT4, NCT5 and NCT6) are in a unique situation. They are near 50 year-old oil-fired 50MW 7B CTs. These units are effectively a static solution to mandated spinning reserve for reserve pool calls. Looking at historical data since SJRPP retirement, ranking them by the number of units called (vs by starts/unit), on average in one year the first unit is called 125 times, the 2nd is called 70 times, the 3rd 25 times and the 4th 12 times. Though they are counted as system capacity, they typically only run to supply system capacity during extreme winter peak or unit forced outage. Average run time is 2 hours for units ranked 1-3 and 3 hours for the 4th unit. Maximum runtime for all ranks is 10 hours. The long runs are winter scenarios (which were mild across this data), and the rest of the runs are predominantly reserve pool calls. These units will be evaluated for life extension, upgrade and for a limited range of similar (peaking) in-kind potential replacements. Information for assessing life extension on the Northside CTs will be sourced from the JEA O&M group, with a focus on 15 -20 years of life extension.

In the PLEXOS modeling of this option, life extension would be the base case assumption, with Capital R&R expectations for these units added to the scenario cashflow. At this time, it appears there may be two potential approaches to demonstrate: a Spinning Reserve Solution and a Static Reserve Solution:

- Spinning Reserve Solution – The Team will evaluate the potential to do without the Northside peakers by having adequate, modern, efficient capacity on the system and on-line, and by reserving the desired amount of spinning reserve capacity to cover reserve pool calls. Presumably this would result in taking the initial constraints from the favorable plans produced for the primary drivers above (in each scenario), deleting these 7B assets (i.e. adding a 200MW need), re-optimizing, setting the reserve pool constraints, and re-running. The resulting cost delta (from the case with these units) in each scenario would determine the effective cost of the spinning reserve solution vs the cost to continue to use the units as static reserve. We will also consider the following resource options:
 - Low-cost dual-fuel conversion of existing 7B units with necessary capital R&R
 - 7B to 7E dual-fuel upgrade of existing units (discuss viability with O&M)
 - LM 6000 pairs

- A 50MW 4 hr battery peaker
- Static Reserve Solution – The Team will evaluate addition of a battery peaker in place of one unit and capital R&R upgrades on the rest of the units. This battery peaker would not be dispatched routinely for system load so adding it in place of a 7B CT would not affect dispatch so this solution would not have to be production modeled. The cost of this option will likely merely be the added capital cost of (1) battery system less the R&R on one CT. This battery peaker will be modeled for a winter peak day and an extreme winter peak day with (3) CTs still available (the Extreme Winter Assessment scenario discussed elsewhere in this proposal). Results may show that all CTs should be kept (a potential 50MW capacity gain). The expected static reserve operating profile from the lead peaker will be used for developing/validating the lifecycle O&M costs for the battery.

Northside Units 1 and 2 Retirement Options

The potential retirement and replacement of Northside Generating Station Units 1 & 2 (NS1, NS2) will be evaluated. Retirement will be assumed to take place in Spring 2028 with no other units retiring. This would be driven by carbon and by avoidance of 316(b) costs and capital R&R.

In the PLEXOS modeling, this option will be evaluated against SSOs and DSM options. Some scenarios may require solid fuel retirement. Retirement of NS3 may be included in the 15-20 year horizon as well. Replacement capacity at North Jax will be required at the time of retirement of NS 1&2 (transmission reasons).

Northside Units 1, 2 & 3 Retirement Options

The potential retirement and replacement of Northside Generating Station Units NS1, NS2 and NS3 will be evaluated. Retirement of these three units will be assumed to take place in Spring 2028 with no other units retiring. This would be driven by carbon and by avoidance of 316(b) costs and capital R&R.

In the PLEXOS modeling, this option will be evaluated against SSOs and DSM options. Replacement capacity of at least two generating units at North Jax will be required for transmission reasons. Additional generation, if required, can be sited at GEC. This option may already be required for scenarios mandating solid fuel retirement.

Evaluate NS 1 & 2 Gas Conversion Options

The potential gas conversion of the Northside CFB units will be evaluated at a high level. Conversion will be assumed to occur in 2023 with retirement around 2030 or 2035 (TBD). Information concerning the conversion will be based on a conceptual proposal received by JEA from FW/Sumitomo. The proposal is currently only a conceptual proposal. We will evaluate the conceptual proposal to determine if the proposal is complete, viable and feasible. If proposal is not complete, viable and feasible, we will recommend modification of the proposed cost and performance prior to evaluation or will recommend rejection of the proposal and deletion of the remainder of this scope.

In the PLEXOS modeling, this option may be modeled with NS3 retirement in a CO2 scenario. If not selected economically it may need to be forced to determine the incremental cost associated with this option. It may also need to be forced into the same NS3 retirement case in a non-CO2 BAU scenario as well.

4.3.3 Develop Vogtle PPA Replacement Assumptions (RFP 1.1.2)

The Team will develop Vogtle PPA SSOs by utilizing the results from the Generic SSO Update and the Team's own in-house financial modeling tools and subject matter expertise. We will forecast the cost that JEA would incur for energy and capacity from technologies potentially available in the 2040 time period that could replace the 200 MW of firm energy from Vogtle assuming ownership of the resource by a third party with capacity sold to JEA under a PPA. The forecast would be used for modeling of these resources in the IRP. For third party ownership, the forecasts will consider typical independent third-party developer/seller financial structuring, current interest rates, ITC availability, rates of return and other factors, all as applicable.

4.3.4 Compare Solar PV Ownership vs PPA (Objective 4.5)

The Team, led by BVMC, will forecast and compare the costs that JEA would incur for energy and capacity from generic PV solar, PV solar plus energy storage and standalone energy storage resources under two alternative ownership structures; 1) ownership of the resource by JEA and 2) ownership of the resource by a third party with energy or capacity sold to JEA under a PPA ("Renewable PPAs"). The forecasts would also be used for modeling of these resource in the IRP. BVMC will utilize the results from the Generic SSO Update and its own in-house financial modeling tools and subject matter expertise to forecast the costs under each ownership scenario. For third party ownership, the forecasts will consider typical independent third-party developer/seller financial structuring, current interest rates, ITC availability, rates of return and other factors. We also assess the potential benefits of ownership, including dispatch rights and internal control of all control system settings and operation.

4.3.5 Develop Generic Import Assumptions (RFP 1.1.2 Scope of Work)

The Team, led by BV Power, will perform transmission load flow simulations to assess the current and future constraints and congestion that could occur for importing power into the JEA system. BV Power will utilize the results from 1) the Generic SSO Update, 2) the North Jax/GEC SSOs, and 3) the Vogtle PPA SSOs along with the most recent power flow dataset for the JEA and surrounding systems to develop a model of the future JEA system in the software tool Power System Simulator for Engineering ("PSSE"). BV Power will then simulate power flows for specific forecast years within the Study Period and identify potential transmission constraints and curtailments that could occur and limit the amount of power from the Vogtle PPA Options and the Generic Solar and Storage PPAs. BV Power will also identify potential transmission reinforcements (new lines, reconductoring and transformer upgrades) that could be built to alleviate such constraints and the overall timeframe and cost to complete such reinforcements. The results of this analysis will also be leveraged to support evaluation of potential offers for conventional and renewable energy during the Market Test and Need for Power components of the Florida Power Plant Siting Act (PPSA) if and when PPSA services are added to the scope of this proposal.

4.3.6 Evaluate Site Development for New Generic Resources (Objective 4.6)

The Team, led by BV Power, will conduct desktop site evaluations of the two proposed sites identified by JEA as North Jax and GEC to identify potential condition or economic constraints that may hinder or preclude site development. The evaluation will include environmental and technical variables and considerations.

The results of the desktop evaluation will be used to rank and determine the most compatible candidate site using professional judgment and/ or measured considerations. In addition, general site models and drawings will be prepared for both sites to include consideration of prevailing winds, existing site

conditions, and Original Equipment Manufacturer (“OEM”) variations for system additions. The Team will also identify up to three alternative sites based on existing land use and proximity to JEA facilities. These alternative sites will be evaluated for potential condition or economic constraints that may hinder or preclude site development for comparison to North Jax and GEC. In addition, BV Power will also prepare a general approach for site selection strategies for subsequent site selection efforts by JEA.

In addition to this North Jax and GEC work, BV Power will also work with JEA Real-Estate to identify potential sites for new solar PV and battery resources as well as distributed energy resources.

North Jax

The North Jax site is intended to include some land adjacent to and North of NGS that has been identified by JEA Real Estate as a carve-out for new generation. The North Jax site does not (at this time) include the main SJRPP site inside the rail loop. It will include the existing SJRPP substation. While it is distinct from the current NGS site, the two sites will be considered together in terms of shared resources or available land.

The focus of the site evaluation will be to add a facility for proposed and future addition of gas-fired combined-cycle generation. The basis for the new generation will be the combined cycle SSOs identified under that task described elsewhere in this proposal. The available land will be analyzed in adequate detail to develop a proposed conceptual site layout and site development cost estimate. The philosophy for development of this site will be to develop the site for the first unit(s) to be sited there, but equip the physical boundaries, fire water, storm water, cooling tower locations, and number of switchyard bays for a planned future buildout. Tower drift analysis and storm water design will be included at a conceptual level. Detailed design will not be included at this phase.

The site development cost will be broken out of the cost of the first or subsequent units sited there. A minimalist approach is desired regarding cost relative to O&M facilities. Cost estimates for development of this site should be adequate to carry forward into the Need-For-Power process. Estimating for new gas delivery is discussed separately below.

GEC

The GEC site is existing and significantly equipped for the next increment of generation. Proposed resource additions at this site will consider the state of current development and revisit the proposed conceptual site buildout. As the site is already developed, any estimates for units sited at this location will include site-related costs for each installation.

Cooling Towers

It will be assumed that any combined cycle constructed at the GEC or North Jax site will employ wet mechanical draft cooling towers (WMDCT), and that those cooling towers will use tertiary treated municipal effluent as makeup. The chemistry, technology and facilities related to that water supply and blowdown removal will be conceptually developed in conjunction with the JEA Water and Wastewater Planning group and JEA Environmental Group. A Dry Cooling Tower (DCT) option will also be developed for comparative analysis. The ambient salt air conditions associated with North Jax will be considered, particularly for lifecycle impacts to the DCT. Work will include performing or refreshing cooling tower drift analysis for both sites at a level adequate to conceptually site proposed cooling towers.

Solar PV and Battery Sites

The Team will also identify potential sites for additional solar PV development. Sites will be identified to support at least the next 10 years of solar PV development. A generic solar site development cost will

be produced for both as-yet unsited near-term solar PV projects and unsited long-term solar PV projects. The Team will also consider a prospective battery site as an adder to the prospective solar sites. This will support development of the battery resource option for smoothing a block of 5x50 solar PV and will include the cost to integrate into the 5x50 design. The real estate acquisition cost for these battery sites will be assumed to be part of the solar PV facility cost.

Distributed Energy Resource Sites

The Team will also identify potential site for new Distributed Energy Resources (DERs). The basis for the new generation at these sites will include reciprocating internal combustion engines (RICE) or small combustion turbines, alone or in a combined heat and power (“CHP”) configuration, or batteries. These sites will be specific to certain industrial facilities assuming that CHP is the primary driver for DER. The Team will consider governor performance of RICE and the need for diesel fuel for dual fuel operations.

4.3.7 Develop Natural Gas Fuel Delivery Cost Estimates (RFP 1.1.2)

The Team will assess solutions to current and expected gas delivery issues due to the addition of new generation at the North Jax and GEC sites. In general, physical upgrades of existing gas delivery systems (likely compression) or installation of new gas delivery systems will be required where there is incremental gas fired generation. The Team will develop order-of-magnitude estimates of capital and operating and maintenance (O&M) costs that will be preliminary, screening-level costs suitable for the initial evaluation of the respective natural gas-based solutions. The screening-level cost estimates will be developed based on recent studies and recent project installations executed by the Team. The assessments will be done in coordination with JEA Resource Planning and Fuels groups, and with assistance as needed from Peoples Gas, Florida Gas Transmission, Southern Natural Gas and/or a gas flow modeling consultant retained by JEA for assessment of gas system expansion and operational flow modeling.

4.3.7.1 Evaluate North Jax Site Gas Delivery

There is an existing low pressure gas line supplying Northside Station. The Team will assess if there is any further capacity available on this line, and the extent to which use of the existing capacity is constrained by coincident flow restrictions between NGS and Kennedy Generating Station (KGS). The Team will assess the feasibility of upgrading the low pressure line and the feasibility of adding compression at the end of the low pressure line to reach required operating pressures and flows. The Team will assess solutions to NGS gas supply issues including a new gas delivery line from somewhere proximate to Brandy Branch Generating Station (BBGS) to NGS/North Jax. Team will also interface with JEA and Peoples Gas as required to evaluate options for supplying gas to North Jax.

In the PLEXOS modeling, the Team will account for these coincident flow restrictions in cases retaining NS3 and without a gas upgrade to NGS/North Jax.

4.3.7.2 Evaluate GEC Site Gas Delivery

The existing GEC site is fed by a dedicated lateral off of the Seacoast intrastate pipeline, a subsidiary of Peoples Gas (PGS). There are two different interstate gas transportation lines that can supply gas into the Seacoast line. It is not currently possible to split the total gas flow to GEC between the two interstate supply lines. There are potential physical control issues with parallel supply, as well as operational/regulatory issues that would require JEA to exactly match their forecasted hourly gas burn from both lines. It is expected that modifications will be required to support the increased gas flow and pressure needs if incremental advanced-class CT/CC units are sited at GEC. The Team will assess if modifications to the current system could eliminate current problems, or if combined cycle conversion

of the existing units at GEC is achievable without any upgrades to the gas system. The team will assess if potential upgrades are required for any additional units sited at GEC. If upgrades are required, the Team will assess physical upgrades (likely compression and/or controls) that solve the current upstream delivery constraints as well. The Team will request that Peoples Gas perform gas system modeling of the existing PGS supply and JEA lateral. Solutions will depend highly upon additional capacity requirements at GEC.

4.3.7.3 Evaluate Firm Natural Gas Transportation Application

There have been some changes to JEA's firm gas transportation that the Team will review with JEA's Fuels group. Constraints around GEC will be discussed. The Team will assess application for and acquisition of incremental firm transportation upstream of the sites similar to what was assessed for the prior IRP effort.

4.3.7.4 Evaluate CCCT Backup Fuel Options

The Team will analyze the pros, cons and costs of procuring/leasing upstream gas storage as a primary backup for combined cycle gas units instead of bulk ultra-low sulfur diesel ("ULSD") storage. The duration and other terms of the upstream gas storage will be driven by evaluation of the Extreme Winter Analysis discussed elsewhere in this proposal. The Team will make a recommendation as to the viability and economics of upstream gas storage versus on-site ULSD storage.

4.3.8 Compare Economic Life Cycle Costs for all Alternatives (RFP 1.1.2)

In order to compare the economics of the SSOs, a levelized cost of energy ("LCOE") screening analysis will be performed by the Team. The purpose of the LCOE analysis will be to screen out SSOs that are clearly more costly than others and thereby reduce the number of SSOs to be considered in the IRP production cost modeling. The Team will utilize results from the Generic SSO Update, each Northside/Brandy SSO, each Vogtle PPA SSO and each Renewable PPA to forecast the annual cost of each resource in dollars which will then be discounted to a present value. Similarly, the forecast annual generation of each SSO will be forecast in MWh and discounted to a present value. The ratio of the present value cost divided by the present value of generation results in a levelized cost in \$ per MWh for each SSO based on appropriate capacity factors for each SSO in determining the annual generation. The Team will discuss the LCOE results with JEA and determine which SSOs to screen out and not consider in the subsequent IRP production cost modeling.

4.4 DETERMINE DEMAND SIDE MANAGEMENT POTENTIAL (OBJECTIVE 3.4)

Contractor will work with JEA Customer Solutions group to develop demand-side management (DSM) forecasts for all scenarios and sensitivities as appropriate.

The Team, led by Nexant, will provide reliable and comprehensive analysis of DSM as a reliable, cost-effective resource for meeting the peak demand and energy requirements of JEA customers. The Team will leverage the data, analysis and supporting models, and expertise developed from performing JEA's Demand Side Management Market Potential Study ("MPS") as part of the FEECA goal setting proceedings in 2019. The Team will also leverage its significant familiarity with JEA's DSM activities, accomplishments, customer base, and associated DSM opportunities.

DSM presents an opportunity to reduce total consumption or peak demands and thereby reduce system costs. To determine achievable DSM for modeling in the IRP, Nexant will review and update the DSM potential models developed from the JEA MPS to account for changes in the JEA system that would

modify their previous estimates. This analysis will primarily focus on changes to JEA's electricity production and distribution costs, as well as assumptions on DSM implementation scenarios. Nexant will use updated system cost information to review energy efficiency and demand response measure and program opportunities.

Nexant's prior study of energy efficiency, demand response, and distributed energy resource opportunities in the JEA service territory included a comprehensive set of DSM measures and technologies. For the energy efficiency analysis, Nexant will re-screen and remodel the approximately 250 measures to apply criteria and cost updates provided by JEA. The resulting estimates of energy efficiency potential will be described in terms of estimated costs, energy savings, and peak demand capacity savings. Nexant will work to develop the requisite energy savings load shapes and PLEXOS modeling inputs. Nexant's review will re-examine the previous demand response strategies and estimates, updating JEA avoided costs and other relevant changes to customer demand characteristics, again focusing on demand response program costs and system avoided costs. Nexant will examine a range of demand response devices offering direct load control, including popular "bring-your-own thermostat" program approaches, as well as other commercial and industrial DR offerings analyzed in the JEA MPS, such as critical peak pricing, contractual DR, base interruptible DR, and automated DR. The DR inputs, including summer and winter impacts, and frequency and duration of available DR will serve as PLEXOS modeling inputs. The rescreen will include similar sensitivities as used in the original study and will also include analysis with and without the free ridership screen thru the achievable potential.

4.5 EVALUATE AND PREPARE FORECASTS

4.5.1 Review JEA Demand and Energy Forecasts (Objective 4.2)

The Team will review and support refinement of JEA's long-term demand and energy forecast. We will review the forecast with JEA to understand the basis for the forecast, any changes to underlying factors that may cause the forecast to change, and the methodology for generating the forecast. We will also compare the forecast to forecasts that we have performed for the region, as well as forecasts for other Florida utilities provided in their 10-Year Site Plans which are available in the public domain. We then work with JEA to either revise the forecast if necessary or adopt the forecast for use in the PLEXOS modeling. The Team will also review of JEA's demand and energy forecasting process and recommend modifications if necessary. JEA can continue to perform the current process and should be able to accommodate minor modifications.

4.5.2 Review JEA Fuel Commodity and Transportation Forecasts (Objective 4.3)

The Team will review and provide desired level of support to the development of JEA's long-term fuel and fuel transportation price forecasts. It is anticipated that this support will be similar to what was performed in developing JEA's 2019 IRP, which included developing natural gas price projections based on New York Mercantile Exchange (NYMEX) settlement prices for the Henry Hub for 2 to 3 years in the near future and Henry Hub natural gas price projection published by Energy Information Administration (EIA) in its latest Annual Energy Outlook ("AEO"). In addition, costs for interstate transportation (taking into account reasonable assumptions developed via collaboration with JEA related to JEA's existing natural gas transportation arrangements and incremental requirements for firm and interruptible natural gas), applicable pipeline transportation system loss, and intrastate transportation/distribution costs will be added to the commodity price projection based on historical cost analysis and expected future conditions, as applicable. The level of support associated with development and review of JEA's solid fuel and distillate fuel oil price projections is also assumed to be similar to what was provided for

JEA's 2019 IRP (with solid fuel price projections utilizing near-term NYMEX prices, AEO projections, JEA-specific vessel transportation costs, and other JEA historical information and distillate oil price projections utilizing near-term NYMEX prices and AEO projections). It should be noted that developing fuel price projections utilizing publicly- available information, as outlined in this activity, is often beneficial if the fuel price projections are incorporated into a Determination of Need filing under the Florida Power Plant Siting Act.

JEA will continue to provide near-term commodity forecasts as a starting place, and the Team will blend and extend those forecasts via published EIA escalation rates. The Team will develop high and low sensitivities based on EIA sensitivities. JEA will refresh transportation and delivery costs developed during the prior IRP.

4.5.3 Forecast JEA C&I Electrification Incentive Program and EV Penetration (Objective 4.7.1)

Understanding the projected future electricity demand is important to resource planning. The JEA C&I Electrification Incentive Program and electrification of vehicles will create stimuli that require analysis. The Team will review the projections provided by JEA and incorporate national data as well as the results of similar EV studies performed for a southern California Utility, a Midwest state's Department of Transportation and others to refine and extend the current forecasts of vehicle penetration, kW, and kWh for a 30-year period. A similar review will be conducted of the C&I Incentive Program forecast and the Team will revise and recast the projection considering any observed actuals and data from similar programs implemented in other jurisdictions. The Team will work with JEA Resource Planning and Customer Solutions Groups to develop PEV/PHEV penetration forecasts for each scenario as required.

4.5.4 Forecast Residential and Commercial Solar and Battery Storage Installations (Objective 4.7.2)

Similar to the development of EE and DR potential, as a starting point for this task, Nexant will leverage the analysis and supporting models from the JEA MPS. The MPS included estimates of technical potential for solar PV and battery storage systems in JEA's service territory for residential and commercial customers. Many of the same assumptions and outputs can be leveraged for this engagement, though additional analysis will be required to meet the proposed scope of work. Nexant will work with JEA Resource Planning and Customer Solutions Groups to develop rooftop solar PV penetration forecasts for each scenario as required.

With respect to solar PV, the JEA MPS estimated technical potential for solar PV and accounted for available roof space (including pitched vs. flat roofs, other roof equipment, etc.), PV power density, hourly generation shapes, and AC/DC ratios, among other factors. These technical potential calculations will be supplemented by forecasting market adoption of solar PV systems over a 30-year forecast horizon. For this task, Nexant will use its Spatial Penetration and Integration of Distributed Energy Resources (SPIDER™) model. SPIDER employs an enhanced version of a Bass diffusion model implemented in a System Dynamics framework. A rigorous hourly economic analysis will enable calculating the point at which it is cost-effectiveness for customers to install a system as a function of \$/kW, discount rates, and other costs using the extensive sensitivity analysis capabilities of SPIDER.

With respect to storage, the JEA MPS focused primarily on technical potential for paired solar + energy storage systems. In addition to these combined systems, Nexant will analyze stand- alone battery storage systems for the commercial sector. In the commercial sector, many stand- alone storage systems are installed primarily to reduce customer electric bills through peak demand reduction. Nexant

will supplement the previous technical potential calculations with forecast storage adoption for both sectors over a 30-year time horizon. To account for the complex economics of a storage technology, which can shift load to reduce energy charges (e.g., through on/off peak period arbitration) or reduce peak demand charges, Nexant will utilize the hourly battery storage dispatch optimization module in the SPIDER™ model (referenced above). This module simulates the hourly dispatch of stand-alone or solar-paired storage systems using linear programming. It can account for any JEA electric rate structure (e.g., TOU rates, peak demand charges), system characteristic (e.g., energy and peak demand capacity, round-trip efficiency), customer load profile, and if applicable, solar PV generation profile. This model enables rigorous calculation of all components of electric bill savings (for the customer) or avoided costs (for the utility) required to fully understand the economics of battery storage. These system economics then drive market adoption of storage systems, which is modeled using the same technology diffusion approach discussed in the solar PV section. For both solar PV and battery storage, our SPIDER model enables rapid sensitivity analysis of any input parameter to determine break-even points for a customer or the utility, as required per the RFP.

4.5.5 Forecast JEA Interruptible and Curtailable Program (Objective 4.7.3)

Nexant will leverage the JEA MPS analysis and models to update demand response strategies and estimates and forecast potential interruptible and curtailable impacts over the 30-year planning horizon. The economic analysis will incorporate updated JEA avoided costs and other relevant changes to the delivery of these program structures to identify the value of this available capacity from both the customer perspective and JEA's perspective, to be reported in both capacity value (\$/kW) and energy value (\$/MWh).

4.5.6 Forecast Emissions Allowance Prices

The Team will develop emissions allowance price forecasts for each scenario and sensitivity in conjunction with JEA Fuels group, JEA Environmental Group, and the results of the Environmental Assessment. This will include CO₂ and non CO₂ emissions. REC prices will be forecast as the least cost incentives necessary to deliver renewable development to reach each states' RPS mandates. The forecast will incorporate renewable generation development potential across the United States, topography and siting constraints, generation and transmission capital costs for delivery to market, and wholesale energy and capacity forecasts to inform the analysis.

4.6 DEVELOP AND RUN THE PLEXOS MODEL

The Team, led by BVMC, will performing the IRP modeling using the PLEXOS modeling platform. The foundation will be BVMC's Energy Market Perspective ("EMP") PLEXOS model for the eastern interconnect.

4.6.1 Modify PLEXOS for JEA, Input Resources, Forecasts, Assumptions

The EMP will be customized to create a specific JEA model for the IRP (the "JEA Model"). The customization will require certain data, forecasts, and assumptions from JEA that are not available in the public, subscriptions, or BVMC databases. These will include, but not be limited to, the list below (the "JEA Inputs"), with such information being included within the IRP Data Request discussed earlier in this proposal:

- Generation unit characteristics for modeling;
- Zonal transfer limits;

- Historical load, fuels, transmission flows, and unit generation for benchmarking;
- Ancillary service requirements;
- Planned maintenance schedules;
- Value of loss of load (VOLL);
- Any other operational constraint required for reliability purposes;

The JEA Model will include the entire JEA footprint including JEA generating units, JEA generation and load areas, JEA transmission connections with external markets, JEA transmission constraints, JEA operating parameters such as spinning and non-spinning reserves and regulation and planned and unplanned outages. To the extent JEA's interaction with the external markets will be considered, such interaction will be represented based on the EMP assumptions of load, supply, and constraints. Both the external markets and the JEA footprint will be simulated on a zonal basis. The IRP study period will cover 30 years, starting from 2022.

4.6.2 Run Test Scenarios and Benchmark Results

The JEA Model will initially be utilized to run hourly time step simulations of the JEA system and benchmark results to the historical load, fuels offtake, transmission flows and unit generation information provided by JEA to confirm the JEA Model reasonably represents actual operation of the JEA resource portfolio. A standard quality assurance ("QA")-quality control ("QC") approach will be utilized to verify the model inputs and outputs and perform a gap analysis to identify the differences between the simulated and actual system; the PLEXOS model will then be calibrated if needed.

4.6.3 Run Scenarios and Sensitivities

Study-specific data developed for and provided as part of this IRP (such as the 30-year energy and peak load forecasts, fuel price forecasts, operating and performance parameters for existing and SSOs, capital costs of SSOs, location-specific hourly solar shapes for the existing solar and solar candidate technologies, and all other relevant assumptions and parameters) will be integrated into the PLEXOS model. The PLEXOS expansion planning model will include a minimum planning reserve margin ("PRM") to meet future resource adequacy requirements. While JEA typically targets 15 percent, this assumption will be confirmed with JEA. The JEA Model will also include ramping constraints as a function of renewable capacity and JEA's system load to account for the changes in ancillary service requirements. To assess the hourly performance of the expansion plan, we will run hourly simulations for the study period 2022-2050. If the hourly simulations show that reliability requirements are not met, such as excessive unserved energy, the JEA Model will be recalibrated.

4.6.4 Assess Near Term (2022-2030) Results, Rerun

The near-term timeframe (2022-2030) will include the option to invest in life extension of Northside Unit 3 ("NS3") or retirement of NS3 as described elsewhere in this proposal. Costs for life extension will reflect capital costs, O&M costs, fuel costs, water-related costs, and additional land-related costs. Options related to retirement of NS3 and replacement will include solar SSOs with and without energy storage, DSM/EE, and other appropriate SSOs as characterized in the IRP. In general, all relevant considerations to reflect in the near-term evaluations will be confirmed with JEA as part of the IRP process.

4.6.5 Assess Mid-Term (2031-2040) Results, Rerun

The Mid-Term timeframe will include the option to discontinue operations of Northside Unit 1 and Unit 2. Depending on the system conditions during this timeframe, the JEA Model will be used to assess tradeoffs between the costs and benefits of both units and decide to keep or replace based on the economics, reliability, or both. All SSOs, including solar with and without energy storage, characterized for this IRP will be considered in the mid-term. In general, all relevant considerations to reflect in the mid-term evaluations will be confirmed with JEA as part of the IRP process.

4.6.6 Assess Long-Term (2041-2050) Results, Rerun

The long-term timeframe will include consideration of continued operation of the Brandy Branch units, expiration of the Plant Vogtle 20-year term PPAs (two, 100 MW PPAs, each with a 20- year term), and additional options that may be required to meet the load, reliability, adequacy, and regulatory requirements. In general, all relevant considerations to reflect in the long-term evaluations will be confirmed with JEA as part of the IRP process.

Each timeframe will include specific decision-making criteria and results of the analysis will be presented to JEA based on each timeframe. Although results will be presented separately, the JEA Model will be run for the entire 30-year IRP study period and the interdependencies between decisions across the timeframes will be accounted for.

The Team will provide key cost and other financial related outputs from the JEA Model to the JEA Finance group for their analysis of rate impacts and other financial impacts. Our scope of work does not include analysis of potential rate impacts.

4.7 PERFORM SPECIAL STUDIES

4.7.1 Perform Solar Integration Analysis including Ramp Rate and Range Requirements with Future Solar (Objective 3.3)

Between one customer with an on/off 80MW load and existing solar PV (~50MW), JEA already faces challenges maintaining system balance to meet Area Control Error (ACE) requirements. Based on existing solar PV data, the incremental 250 MW of the committed 5x50MW solar PV project is expected to create ramp rate and ramp range needs that JEA will struggle to meet with current resources. Under this task, the Team will assess the variability of solar production including estimating the incremental system ramp rate and ramp range requirements to integrate the 250 MW of solar, and future solar in increments of 50 MW and 74.9 MW. The goal of this task is to identify and determine how to best meet the need for regulating reserve changes initiated by integration of incremental variable solar PV generation. This task should identify the effective ramp rate of current and proposed regulating reserves.

Once the JEA Model has been developed, benchmarked, and the initial hourly simulations run with the committed and future solar, hourly time-step results will be extracted and summarized including values for unserved energy, dump energy, generation, unit capacity factor, unit starts, unit reserve contributions, change in system average heat rate, and system costs. If unserved energy occurs beyond the Loss of Load Probability (“LOLP”) target, it may be a signal that additional reserves are required for the solar penetration level. In this case, we will increase the reserves until the LOLP is within an acceptable limit. This iterative process, if needed, will allow us to determine if additional levels of

reserves are required on an hourly basis. Results will be presented to and reviewed with JEA and re-run the simulations as necessary based on JEA comments or additional needs.

After the hourly simulations, the Team will work with JEA to identify specific periods during each simulation year that should be modeled on a sub- hourly basis (e.g., 1 min or 5 min). These periods are expected to include a representative summer day, a representative cold winter day, and a representative spring/fall shoulder month day. Typical days or weeks will be modeled and the number of periods will generally be limited to one (1) base, one (1) sunset and one (1) spring period for a total of three (3) for each year of the IRP study period. The output from these simulations will be used to determine impacts to JEA's unit commitment under increased solar penetration levels. Unserved energy and LOLP will be used as signals to increase or decrease the amount of reserves (regulation and spinning) for each simulation to determine JEA's needs. In addition, the fleet ramp rate will be evaluated for each simulation and the point of diminishing return (e.g. excess) of spinning reserves will be determined. Hourly results will be extracted and summarized for presentation to JEA and simulations will be re-run as necessary based on JEA comments or additional needs. If the sub- hourly simulations reveal that a significantly higher level of reserves is required than was assumed for the hourly simulations, it may be necessary to re- perform the hourly simulations with these higher reserve levels so that these higher reserve levels are considered in the subsequent impact and costing work, since that work relies on results of the hourly simulations.

The Team will also evaluate a battery system sized and designed for smoothing the output of this solar PV, in particular the incremental 74.9 MW solar and one 50MW component of the committed 5x50 solar PV. The purpose of the battery would not be to levelize all solar output, but to mitigate ramp rate and ramp range at a level of output commensurate for the day, yielding a smoothed solar profile with minimal or no need to model additional ramp rate and ramp range needs. If this battery option is not economically selected to mitigate solar ramp rate for the proposed 5x50, at least one (probably more) appropriately sized batteries should be forced into the recommended resource mix as early as practical and evaluated for the ability and cost to mitigate solar ramp prior to an incremental combined cycle COD. The battery lifecycle O&M cost should include the cost of supporting the expected operating profile, developed from solar integration task (existing JEA 1-minute data).

Through this analysis the Team will ensure that the solar PV included in any IRP scenario has adequate integration means already present or will have adequate integration means included. Results will also support implementation of a PURPA avoided cost determination policy and procedure.

4.7.2 Perform PURPA Forecasting and Analysis

JEA currently has two PURPA related situations that require a forecast of 20 year avoided costs with and without inclusion of new solar on the JEA system. The Team will use the JEA Model to forecast avoided cost of new solar, both PPA and JEA owned resources. An iterative solar in/out methodology will be used to identify both capacity and energy avoided costs for 50 MW and 74.9 increments of new solar. The capacity analysis will consider the declining effective load carrying capability ("ELCC") of solar as more is added to the JEA system. It will also consider the cost of additional reserves or solar smoothing batteries as identified in the Solar Integration Analysis described elsewhere in this proposal. Results of the analysis will be utilized by JEA in the PURPA related situations.

4.7.3 Evaluate Hydrogen Fuel Options

The Team will perform a high level assessment of the feasibility of using hydrogen gas instead of natural gas to reduce CO2 emissions from new CCCT supply side options over the study period of the IRP. Our

methodology will be to calculate the volume and “break-even” cost of green hydrogen (\$ per unit of volume) that would be required in order to achieve the same level of carbon reductions that are achieved through use of modular nuclear. This will be done by examining results from the JEA Model scenarios and perhaps running additional sensitivities to isolate the carbon reductions attributable to modular nuclear. We will then compare the break-even cost to green hydrogen price forecasts that are available in the public domain. We will also assess the feasibility of producing and delivering green hydrogen in the calculated volumes to the new CCCT locations considering the cost of blending with natural gas or converting existing natural gas delivery facilities to carry green hydrogen. Based on the breakeven cost compared to general price forecasts, and the overall complexity of delivery, we will provide general findings with respect to the overall feasibility of including green hydrogen as a fuel option in the JEA IRP.

For evaluation of producing, delivering and using green hydrogen, we will consider various technologies including:

- Hydrolysis using nuclear, wind or solar PV energy
- Pipeline supplied hydrogen from steam reformed natural gas, from a location where the carbon by product is captured and stored underground (carbon capture and storage or “CCS”).
- On-site supplied hydrogen from steam reformed natural gas where the carbon byproduct is captured and shipped offsite
- Fuel cells
- Hydrogen capability of proposed gas-fired SSOs

4.8 PREPARE ACTION PLANS

4.8.1 Develop Supply-Side and Demand-Side Strategies and Recommendations (RFP 1.1.2)

The Team, led by nFront, will prepare a near-term (five years) Action Plan based on the evaluations performed for the IRP will be developed as part of the IRP. The goal of the Action Plan is to present how near-term supply and demand changes will contribute to and align with JEA’s goals, regulatory compliance, and policy requirements. Demand side programs including EE and DSM will be summarized along with recommendations for future enhancements. Supply side resource changes (including contracts) will be detailed including near term unit retirements, unit conversions, and unit additions. Specific recommendations for new battery storage and renewable energy will be presented and discussed in detail including impacts on system reliability and operations. Changes to operations, if recommended, as a result of the IRP will be summarized. Expected impacts of the IRP in the near-term on environmental compliance and policies requirements will be summarized.

4.8.2 Develop Detailed Project Cost and Schedule for all Recommendations and Alternatives (RFP 1.1.2)

The Team, led by BV Power, will prepare Level 2 project schedules for up to three versions of the Action Plan. The respective schedules will include major milestones and major elements of engineering, procurement, construction, and commissioning work scope with summary logic ties between activities allowing the team to identify the critical paths in conjunction with JEA staff. Key interface points will be identified among the engineering, procurement, construction, and commissioning phases of the Action

Plan alternatives to support further planning and schedule development activities. The Level 2 schedule will be developed using Primavera P6 or MS Project. Order of Magnitude cost estimates (+/- 50% accuracy) for up to three Action Plan alternatives will be provided.

4.9 PREPARE IRP REPORT

The Team will develop and transfer to JEA formal reports for distribution that meet or exceed all JEA requirements. Draft electronic transmittals will be sent in MS Word format accessible for electronic review and commenting, with final versions sent both as PDF files and MS Word files.

4.9.1 Prepare and Submit Report to 30% (RFP 1.2.6.2)

At this level of completion, the draft is expected to include the developed supply-side options, the forecast reviews, development of the PLEXOS model including the data and key assumptions, and progress of the Solar Integration task.

4.9.2 Prepare and Submit Report to 60% (RFP 1.2.6.2)

At this level of completion, the draft is expected to include initial modeling results, resource trends and further modeling recommendations and requirements, and Solar Integration results. It will also include responses to comment and changes requested by JEA during the 30% review on-site meeting. The draft Report will be transmitted to JEA in advance of the 60% review meeting.

4.9.3 Prepare and Submit Report to 90% (RFP 1.2.6.2)

At this level of completion, the draft is expected to include final modeling results. It will also include responses to comment and changes requested by JEA during the 60% review on-site meeting. The draft Report will be transmitted to JEA in advance of the 90% review meeting.

4.9.4 Prepare and Submit Draft Final Report (RFP 1.2.6.2)

A draft of the full Report will be provided for JEA review based on comments and changes requested by JEA including those from the 90% on site review meeting.

4.9.5 Prepare and Publish Final Report (RFP 1.2.6.2)

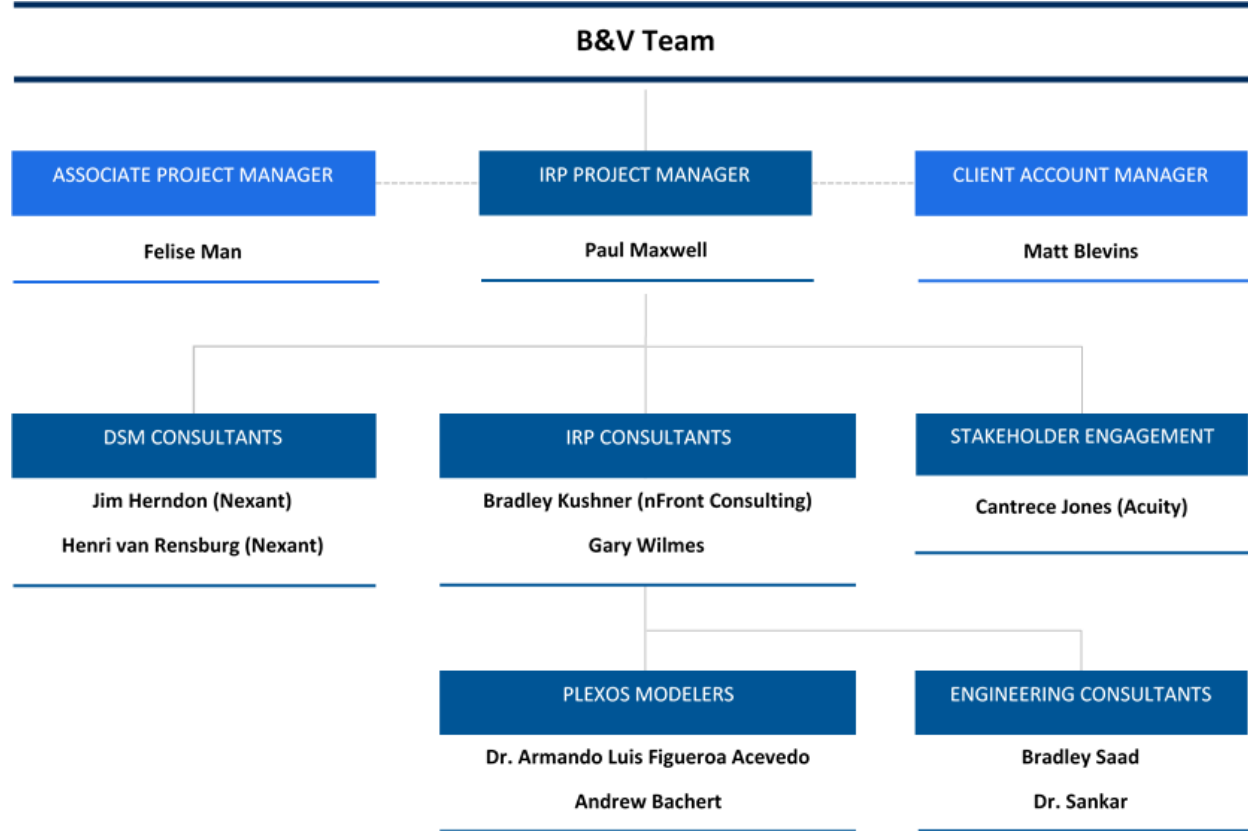
The Team will incorporate comments received from JEA including those from the draft Final Report on-site meeting and produce and publish a final version of the Report.

4.9.6 Provide Software (Objective 7)

The Team will transmit models and data used to perform the studies and produce results for the Services to JEA in electronic form with full JEA user access, including MS Excel and other software files and the production modeling database of existing units and supply side options that originate with the Team, but excluding any software tools to which the Team does not have rights to distribute, such as the production cost modeling software itself.

6.0 Staffing

Below is an organizational chart delineating the key members of the Team showing the specific position descriptions specified in the RFP and identifying the roles and tasks that each member will be involved in.



7.0 Compensation

Work will be performed on a time and materials (T&M) basis. We estimate that our labor fees to perform the services described in sections 1 through 6 of this proposal (the “Base Services”) will total \$1,665,992. We estimate that our travel and other expenses to perform the Base Services will total \$39,400. Travel and other expenses will be billed at cost and in accordance with and not exceed the requirements of the JEA Travel Policy. These are estimates only. Actual fees and actual expenses may be more or less than these estimates based on the actual scope of work performed. We will not invoice for fees and expenses in excess of these estimates without first receiving approval from JEA.

7.1 BREAKOUT OF ESTIMATED LABOR FEES BY MAJOR TASK

A breakout of the estimated labor fees by major task is provided in the table below. This is provided for information only and does not represent a commitment to control cost at the individual task level. Please note that the IRP Follow Up Services described in Section 8 below are not included in the estimated cost at this time due to the uncertainty of the scope of that work. We can provide an estimate for those services in the future when the actual scope of work is better known.

Task Name	Labor Fees
Perform JEA IRP Services	\$1,665,992
Perform Project Communication and Management	\$398,796
Perform Stakeholder Support	\$64,728
Prepare Integrated Resource Plan	\$1,202,468
Perform Initial Work	\$66,064
Perform Environmental Assessment	\$61,072
Develop Supply Side Resource Options and Alternatives	\$278,668
Determine Demand Side Management Potential	\$52,916
Evaluate and Prepare Forecasts	\$141,510
Develop and Run the PLEXOS Model	\$193,448
Perform Special Studies	\$253,184
Prepare Action Plans	\$35,798
Prepare IRP Report	\$119,808
Perform IRP Follow Up Scope	\$0

7.2 LABOR BILLING RATES

Labor fees will be invoiced on a monthly basis based on the actual hours performed by each Team member, multiplied by the hourly rate for the classification of that Team member from the rate table provided below (the “Billing Rates”). The Billing Rates will be applicable to the Base Services and shall remain fixed through completion of the Base Services. Any IRP Follow Up Services performed prior to December 31, 2022 shall be billed at the Billing Rates in this proposal. After December 31, 2022 any IRP Follow Up Services performed shall be at the adjusted rates per the labor rate adjustment mechanism described below. Travel and other expenses and will be invoiced on a monthly basis at cost and in accordance with the JEA Travel Policy.

Project Functional Area	Project Title	Billing Rate (\$/hr)
PM Consultant	Senior PM Consultant	\$357
	PM Consultant 3	\$342
	PM Consultant 2	\$313
	PM Consultant 1	\$260
IRP Consultant	Senior IRP Consultant	\$357
	IRP Consultant 5	\$342
	IRP Consultant 4	\$313
	IRP Consultant 3	\$291
	IRP Consultant 2	\$260
	IRP Consultant 1	\$193
DSM Consultant	DSM Consultant 7	\$357
	DSM Consultant 6	\$275
	DSM Consultant 5	\$220
	DSM Consultant 4	\$192
	DSM Consultant 3	\$154
	DSM Consultant 2	\$132
	DSM Consultant 1	\$88
Stakeholder Consultant	Senior Stakeholder Consultant	\$204
	Stakeholder Consultant 3	\$105
	Stakeholder Consultant 2	\$83
	Stakeholder Consultant 1	\$57
IRP Engineer	Senior IRP Engineer	\$268
	IRP Engineer 3	\$238
	IRP Engineer 2	\$187
	IRP Engineer 1	\$120

7.3 EXPECTED LABOR HOURS TO BE BILLED

The table below shows the expected hours to be billed by billing title, along with the associated Billing Rates and cost for the billing title, adding up to the total compensation required.

Resource Name	Billing Rate (\$/hr)	Work	Cost
Project: JEA IRP Services Budget and Schedule		6,223 hrs	\$1,665,992
Project Functional Area: DSM Consultant		796 hrs	\$184,458
Billing Title: DSM Consultant 3	\$154	324 hrs	\$49,896
Billing Title: DSM Consultant 4	\$192	158 hrs	\$30,336
Billing Title: DSM Consultant 6	\$275	96 hrs	\$26,400
Billing Title: DSM Consultant 7	\$357	218 hrs	\$77,826
Project Functional Area: IRP Consultant		3,366 hrs	\$1,022,450
Billing Title: IRP Consultant 2	\$260	1,156 hrs	\$300,560

Resource Name	Billing Rate (\$/hr)	Work	Cost
Billing Title: IRP Consultant 4	\$313	1,380 hrs	\$431,940
Billing Title: IRP Consultant 5	\$342	424 hrs	\$145,008
Billing Title: Senior IRP Consultant	\$357	406 hrs	\$144,942
Project Functional Area: IRP Engineer		1,439 hrs	\$313,556
Billing Title: IRP Engineer 1	\$120	144 hrs	\$17,280
Billing Title: IRP Engineer 2	\$187	234 hrs	\$43,758
Billing Title: IRP Engineer 3	\$238	1,061 hrs	\$252,518
Project Functional Area: PM Consultant		288 hrs	\$97,104
Billing Title: PM Consultant 2	\$313	48 hrs	\$15,024
Billing Title: PM Consultant 3	\$342	240 hrs	\$82,080
Project Functional Area: Stakeholder Consultant		334 hrs	\$48,424
Billing Title: Senior Stakeholder Consultant	\$204	190 hrs	\$38,760
Billing Title: Stakeholder Consultant 1	\$57	88 hrs	\$5,016
Billing Title: Stakeholder Consultant 2	\$83	56 hrs	\$4,648

7.4 LABOR RATE ADJUSTMENT

For IRP Follow Up Services that are performed after December 31, 2022, we will apply an adjustment to the Billing Rates (an Employee Cost Trend adjustment or “ECT Adjustment”). We will apply another ECT Adjustment for IRP Follow Up Services that are performed after December 31, 2023 (the “ECT Anniversary Date”) and similarly at each subsequent ECT Anniversary Date. .

The ECT Adjustment will be based on the “US Bureau of Labor Statistics Series CMU201540A120000D - Total compensation cost per employee hour worked for private professional and business services industry workers in professional and related occupations” cost index which is reported quarterly (“BLS Index”). The ECT adjustment will equal the percentage change in the BLS Index for the quarter ending on the Anniversary Date versus the BLS Index for the same quarter of the prior year.

The BLS has historically published the BLS Index for a given quarter approximately three (3) months after the end of the quarter. Therefore the ECT Adjustment will be applied by us to the Billing Rates for labor hours incurred on the date that BLS posts the index and over the next 12 month period only (no retroactive rate adjustments will be made). The maximum allowed ECT Adjustment is three percent (3%) up and two percent (2%) down.

In the event that the BLS ceases publication of the BLS Index, we and JEA shall mutually agree on a replacement index. If we and JEA fail to agree on a replacement index, we and JEA will attempt resolution under the terms of the Contract.

8.0 IRP Follow Up Scope

The Team will support the scope that may occur following completion of the IRP scope. It is not possible to define the range and cost of this scope without first knowing IRP results and knowing the regulatory and political climate at the time of IRP completion. The following descriptions are representative of activities typical for these Post-IRP follow up tasks. As the nature of these IRP follow up tasks is regulatory and involves filing and defending testimony before the Florida Public Service Commission (PSC) relative to the IRP execution and results, only the Team executing the IRP is able to perform these tasks. When the time to execute any of these tasks arises, and the scope is known, the Team will work with JEA to modify the contract scope and cost accordingly.

8.1.1 Florida Power Plant Siting Act (PPSA) Support

The Florida PPSA administered by the Florida Public Service Commission (PSC) regulates siting, construction and operation of all steam units greater than or equal to 80MW in the state of Florida, and all solar units greater than or equal to 75MW. It is a multi-step process leading finally to all necessary construction and operating permits for a new facility. It begins with a Market Test to evaluate the market for lower-cost alternatives. It follows with the Need-For-Power Application (NFP), in which the legal need for the power plant is defended before the PSC. This process is variable in length and scope depending upon the quantity of interveners. If the certificate of need is granted, the last step is the Site Certification Application. Following completion of this 18 month permitting process, the facility can be constructed. The entire PPSA process takes approximately 3 years if all filings are prepared in parallel with ongoing processes in order to compress schedule. While the process is well defined, the nature and quantity of interveners, and the politics of the PSC will affect the term of this process, which will affect cost. Therefore, cost cannot be estimated with certainty in advance.

8.1.2 Florida Environmental Efficiency and Conservation Act (FEECA) Filing and Support

Reducing Florida's peak electric demand and energy consumption became a statutory objective in 1980, when the Florida Energy Efficiency and Conservation Act (FEECA) was enacted by the Florida Legislature. FEECA emphasizes reducing the growth rates of weather-sensitive peak demand, reducing and controlling the growth rates of electricity consumption, and reducing the consumption of scarce resources, such as petroleum fuels. During the 2008 legislative session, the Legislature amended FEECA to place greater emphasis on the pursuit of all cost-effective energy efficiency measures including demand-side renewable energy systems.

In implementing FEECA, the Florida PSC must establish numeric conservation goals for each FEECA utility, at least every five years. FEECA goals were last set by the Florida PSC in 2019. Utilities must evaluate a wide variety of conservation and peak-reducing measures to improve the efficiency of homes and buildings, and energy consuming devices. Once goals are established by the commission, the utilities have 90 days to submit for Commission approval of cost-effective demand-side management (DSM) programs designed to meet these goals.

Note: The Florida PSC is currently in the process of initiating rulemaking to explore possible rule revisions to FEECA, Docket 20200181-EU - Proposed amendment of Rule 25-17.0021, F.A.C., Goals for Electric Utilities.

8.1.3 Forecast Breakpoint Cost of Utility vs. Large C&I Owned Energy Facilities (Objective 4.7.4)

The JEA MPS calculated the economics of many self-generation and storage technologies (e.g., solar PV, micro-turbines, reciprocating engines, etc.). This information will be leveraged for this study and supplemented, as required, for other self-generation technologies of interest to JEA. Nexant will calculate the economics of these technologies to determine break-even points under for a variety of input assumptions (e.g., \$/MW initial cost, fuel costs, discount rates, JEA electric rate structure (\$/ kWh, \$/kW), or other inputs). Customer economics will be compared relative to purchasing electricity through JEA through traditional centralized power supply, considering the cost of the utility to provide backup firm generation.

The economic analysis will be tailored to large commercial and industrial customers, which are expected to have different generation profiles, electric rates, system costs, and customer load shapes than residential or smaller commercial customers. The Team will work with JEA to determine the technologies of greatest interest (assumed to be roughly 5-8 technologies for this engagement) and to ascertain the input parameters to be used in sensitivity analysis and break-even point calculations. For battery storage, the same SPIDER dispatch optimization module will be employed to ensure accurate economic calculations of this complex technology.

8.1.4 Develop Framework for Decentralized Utility vs. Customer Owned Facilities (Objective 4.7.5)

Utilities and regulators are increasingly evaluating their approach to business models with the increase of decentralized facilities and increasing variety of energy products. The Team will develop a framework on which a cost-benefit analysis can be completed for ownership models of energy facilities including power supply, back-up generation, renewables and other utility products. This analysis will establish the framework to evaluate a range of technologies to evaluate and quantify the cost and benefits associated, including the following:

- Utility earnings (or loss thereof) such as impacts to rate base, capital deferrals, retail sales, performance-based revenues
- Participant and non-participant bill impacts
- Grid impacts and optimization
- Operating costs and operational synergies
- Environmental benefits
- Risks and future opportunities

8.1.5 Perform Owner's Engineer Services

We will perform numerous engineering services in support of JEA's implementation of the new resources and other measures identified in the IRP Action Plan(s) or through other means ("Owner's Engineering Services", or "OE Services"). OE Services would include but not be limited to construction management and contract administration, value engineering analyses to identify potential changes

which may enhance efficiency, reliability, serviceability or economy of resources, expediting of contractor schedules, working to reduce the cost of construction or otherwise enhance benefits to JEA, and specialty inspection and equipment testing as necessary.

8.1.6 Perform Rate Impact Analyses

After the results of the IRP costing and modeling become available, we would prepare a financial model allowing JEA to quantify year-to-year overall rate impacts of the various IRP scenarios. The model will capture JEA debt service, coverage ratios, and O&M Expenses, including variations associated with each IRP scenario. The model will capture the entire JEA organization. As a foundation for the model we will request JEA's existing financial model and JEA's input on generic assumptions (e.g., interest rates) that JEA uses in preparing organizational financial plans. The model output will include a projection of JEA's revenue requirement and price stated in \$/MWH for the study period for each scenario for each year.

1410223046 IRP Services Evaluation Summary

Vendor Rankings	Fisher	Coarsey	Baker			Σ Rank	Rank
Black & Veatch	1	2	1			4	1
1989 & Co dba / Burns & McDonnell Engineering Company Inc	2	1	2			5	2
Charles River Associates	4	4	4			12	3
GDS	6	5	6			17	6
E-3	3	6	3			12	3
Siemens	5	3	5			13	5

Fisher	Professional Personnel (30 Points)	Design Approach and Work Plan (40 points)	Completed Projects (18 points)	Past Performance (10 Points)	Jacksonville Small & Emerging Business Program (2 points)	Total	Rank
Black & Veatch	27.0	36.5	18.0	8.4	2.0	91.92	1
1989 & Co dba / Burns & McDonnell Engineering Company Inc	27.4	32.5	18.0	8.0	2.0	87.90	2
Charles River Associates	25.0	28.5	18.0	6.7	1.0	79.19	4
GDS	25.8	24.5	9.0	3.1	0.0	62.36	6
E-3	24.3	31.0	17.6	8.0	0.0	80.98	3
Siemens	25.8	36.5	9.0	3.2	0.0	74.49	5

Coarsey	Professional Personnel (30 Points)	Design Approach and Work Plan (40 points)	Completed Projects (18 points)	Past Performance (10 Points)	Jacksonville Small & Emerging Business Program (2 points)	Total	Rank
Black & Veatch	11.8	23.0	9.7	3.6	2.0	50.11	2
1989 & Co dba / Burns & McDonnell Engineering Company Inc	15.8	24.0	10.8	4.7	2.0	57.23	1
Charles River Associates	8.5	17.0	6.1	2.8	1.0	35.41	4
GDS	12.0	18.0	2.2	1.2	0.0	33.38	5
E-3	4.6	17.0	8.3	2.9	0.0	32.81	6
Siemens	9.6	23.0	6.5	2.8	0.0	41.85	3

Baker	Professional Personnel (30 Points)	Design Approach and Work Plan (40 points)	Completed Projects (18 points)	Past Performance (10 Points)	Jacksonville Small & Emerging Business Program (2 points)	Total	Rank
Black & Veatch	19.2	32.0	13.3	4.5	2.0	71.06	1
1989 & Co dba / Burns & McDonnell Engineering Company Inc	17.1	29.0	13.3	5.1	2.0	66.53	2
Charles River Associates	12.4	29.0	14.4	4.5	1.0	61.33	4
GDS	15.2	26.0	8.3	2.7	0.0	52.18	6
E-3	14.4	32.0	13.7	3.9	0.0	63.93	3
Siemens	14.4	27.0	13.3	3.3	0.0	58.04	5

Overall Averages	Professional Personnel (30 Points)	Design Approach and Work Plan (40 points)	Completed Projects (18 points)	Past Performance (10 Points)	Jacksonville Small & Emerging Business Program (2 points)	Total
	14.50	22.88	10.26	4.13	1.50	53.27
	15.08	21.38	10.53	4.43	1.50	52.91
	11.48	18.63	9.63	3.50	0.75	43.98
	13.26	17.13	4.86	1.73	0.00	36.98

	12.44	21.63	7.20	2.33	0.00	43.59
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**CONTRACT
BETWEEN
JEA
AND
BLACK & VEATCH MANAGEMENT CONSULTING, LLC JEA CONTRACT #Contract
Number**

THIS CONTRACT is made and entered into Amendment Effective Date(the “Effective Date”), by and between **JEA**, a body politic and corporate in Jacksonville, Florida (“JEA”), and **BLACK & VEATCH MANAGEMENT CONSULTING, LLC**, a limited liability company authorized to do business in the State of Florida with its principal office located at 11401 Lamar Avenue, Overland Park, KS 66211 (the “Company”).

WITNESSETH

WHEREAS, pursuant to JEA Procurement Code, JEA is authorized to procure services of a consultant which have been selected to be competitively bid through Florida Statute 287.055 CCNA.

WHEREAS, JEA’s the evaluation committee has selected Company Black & Veatch Management Consulting as the highest evaluated respondent

WHEREAS, JEA has requested, and Company has agreed to Integrated Resource Planning , services, (the “Work ”), as more further described in Company’s Proposal attached to this Contract as **Exhibit A** (the “Proposal”);

WHEREAS, on Award Committee Date, the JEA Awards Committee awarded this contract to Company;

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, and for other good and valuable consideration, the parties agree as follows:

1. **Purchase of Equipment**. JEA shall purchase the Equipment, and Company shall deliver the Equipment and install the Equipment, in accordance with the terms and conditions of this Contract.
2. **Compensation**. JEA shall pay the Company for the Equipment in accordance with the terms of this Contract and the pricing attached to this Contract as **Exhibit A** (the “Proposal”).
3. **Maximum Indebtedness**. JEA’s maximum indebtedness for all fees, costs, expenses and all other amounts payable under this Contract shall be a fixed monetary amount not-to-exceed _____ AND ___/100 DOLLARS (\$New Contract Amount). All amounts payable under this Contract are contingent upon the existence of lawfully appropriated funds therefor.

4. **Term.** The term of this Contract shall commence on the Effective Date and shall continue through for _____ (__) years, unless sooner terminated in accordance with the terms and conditions contained in the attached Exhibit B. JEA shall have the right, in its sole discretion, to renew this Contract for up to ____ (__) additional terms of ____ (__) year each.

5. **Contract Terms and Conditions.** This Contract shall be governed by the terms and conditions contained in **Exhibit B**. Notwithstanding anything to the contrary in this Contract or in any other document related to this Contract, the terms and conditions in **Exhibit B** shall take precedence and prevail over any and all terms and conditions contained in the Proposal.

6. **Notices.** All notices required or permitted under this Contract shall be in writing and shall be effective if delivered by certified mail return receipt requested or other recognized delivery service with receipt and addressed as follows:

In the case of JEA:

JEA
Attn: JEA Project Manager
21 W. Church Street,
Jacksonville, Florida 32202

and to:

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

In the case of Company:

Black & Veatch Management Consulting, LLC
Attn: Contracting Party Contact Person
11401 Lamar Avenue
Overland Park, KS 66211

Either party may change its address from time to time upon prior written notice to the other specifying the effective date of the new address.

7. **Authority.** Company represents and warrants to JEA that Company has full right and authority to execute and perform its obligations under this Contract, and Company and the

person(s) signing this Contract on Company's behalf represent and warrant to JEA that such person(s) are duly authorized to execute this Contract on Company's behalf without further consent or approval by anyone. Company shall deliver to JEA promptly upon request all documents reasonably requested by JEA to evidence such authority.

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract as of the Effective Date.

Witness:

Name: _____

Title: _____

Date: _____

Black & Veatch Management Consulting, LLC

By: _____

Name: Edmund Schweitzer

Title: President

Date: _____

Witness:

Name: _____

Title: _____

Date: _____

JEA

By: _____

Jenny McCollum

Director, Procurement Services

Date: _____

Form Approved:

Office of General Counsel

EXHIBIT A

EXHIBIT B
CONTRACT TERMS AND CONDITIONS

1. DEFINITIONS

Words and terms defined in this section shall have the same meaning throughout all parts of the Contract Documents. Where intended to convey the meaning consistent with that set forth in its definition, a defined word or term is marked by initial capitalization.

1.1 ACCEPTANCE

JEA's written notice by the JEA Representative to the Company that all Work as specified for an individual service or deliverable has been completed to JEA's satisfaction. Approval or recognition of the Company meeting a Milestone or interim step does not constitute Acceptance of that service or deliverable. Acceptance is only applicable to the entirety of the service or deliverable. Acceptance does not in any way limit JEA's rights under the Contract or applicable laws, rules and regulations.

1.2 AWARD

The approval of the Contract by JEA's Awards Committee and Chief Executive Officer.

1.3 CHANGE ORDER

A written order issued after execution of the Contract signed by the Project Manager, or his designated representative, authorizing an addition, deletion, or revision of the Work, or an adjustment in the Contract Price or the Contract Time. Change Orders do not authorize expenditures greater than the maximum indebtedness shown in the Contract. A Change Order that involves a material change to the Contract may require a Contract Amendment.

1.4 COMPANY

The legal person, firm, corporation or any other entity with whom JEA has executed the Contract.

1.5 COMPANY REPRESENTATIVE

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

1.6 COMPANY SUPERVISOR

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

1.7 CONTRACT

The written agreement executed by both JEA and the Company which describes the rights and obligations of JEA and the Company with respect to the Work and incorporates all of the Contract Documents.

1.8 PROJECT MANAGER

The individual assigned by JEA to have authority to administer the Contract and authorize Change Orders within the maximum indebtedness awarded. The Project Manager may authorize the JEA Representative in writing to make minor changes to the Work with the intent of preventing Work disruption.

1.9 CONTRACT DOCUMENTS

Contract Documents means the executed Contract, all documents required by or submitted in connection with the Contract, and any written Change Orders, amendments or purchase orders executed by JEA.

1.10 CONTRACT PRICE

The total amount payable by JEA to the Company during the Term in accordance with the terms of the Contract.

1.11 CONTRACT TIME

The period of time from the effective date of the Contract until the date Company has agreed to complete the Work, as set forth in the Contract Documents.

1.12 DEFECT

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

1.13 FLORIDA'S PUBLIC RECORDS LAWS

Article 1, Section 24, Florida Constitution, Section 119.011, Florida Statutes and related laws and regulations.

1.14 HOLIDAY

Each of the following days: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, and Christmas Day. If a Holidays falls on a weekend, the Holiday is the day that JEA observes the Holiday.

1.15 INVOICE

A document seeking payment from JEA for all or a portion of the Work in accordance with the Contract Documents

1.16 JEA

JEA, a body politic and corporate, which is authorized to own, manage and operate for the benefit of the City of Jacksonville a utilities system within and without the City of Jacksonville.

1.17 JEA REPRESENTATIVES

The Project Manager, JEA's inspector, the Project Manager's representative, JEA's engineer, field engineer, and other persons designated by the Project Manager as JEA Representatives acting in a capacity related to the Work or Contract under the authority of the Project Manager.

1.18 JSEBs

The City of Jacksonville Small and Emerging Business Enterprises as defined in Chapter 126, Part 6 of the City of Jacksonville, Ordinance Code, as may be amended from time to time.

1.19 ACCEPTABLE PERFORMANCE

JEA determines, in its sole discretion, that the Company's performance under the Contract constitutes "Acceptable Performance", including, but not limited to, when the Company averages more than 2.80 and less than 4.0 across all performance scorecard evaluation metrics, and does not receive a score of less than 2.0 on any metric.

1.20 TOP PERFORMANCE

JEA determines, in its sole discretion, that the Company's performance under the Contract constitutes "Top Performance", including, but not limited to, when the Company averages 4.0 or more across all scorecard evaluation metrics and does not receive a score of less than 4.0 on any one metric.

1.21 UNACCEPTABLE PERFORMANCE

JEA determines, in its sole discretion, that the Company's performance under the Contract constitutes "Unacceptable Performance", including, but not limited to, when the Company averages less than 2.80 across all scorecard evaluation metrics, or scores a 1.0 on any one metric regardless of average, or receives a score of 2.0 on the same metric on two sequential performance evaluations.

1.22 SUBCONTRACTOR

A legal person, firm, corporation or any other entity that provides a portion of the Work to JEA on behalf of the Company, or provides supplies or materials to the Company in connection with the Work.

1.23 TERM

The period of time during which the Contract is in force.

1.24 UNIT PRICE

The price for the performance of a unit of Work.

1.25 WORK LOCATION

The place or places where the Work is to be performed, excluding the properties of the Company and any Subcontractors.

1.26 WORK

Work includes any and all goods, services, actions, products, documentation, electronic programs, reports, testing, transportation, administration, management, materials, tools, equipment and other deliverables to be furnished or performed by the Company under the Contract Documents, and includes any and all additional Work that is not specifically provided in the Contract Documents, but can be reasonably inferred as necessary to complete Company's obligations under the Contract.

2. CONTRACT DOCUMENTS

The Company shall inform JEA in writing of any conflict, error or discrepancy the Company discovers in the Contract Documents upon discovery. Should the Company proceed with the Work prior to written resolution of the error or conflict with JEA, all Work performed is at the sole risk of the Company. The figure dimensions on drawings shall govern over scale dimensions. Contract and detailed drawings shall govern over general drawings.

3. INVOICING, PRICING AND PAYMENTS

3.1 INVOICING

Each month during the Term, the Company shall submit to JEA an Invoice for all Work completed during the preceding month. All Invoices must include at a minimum the following items: the Company's name and address, a description of the products or services rendered, a valid JEA purchase order number, the amount payable, the Unit Price or applicable hourly fee, the payee name and address, any associated JSEB forms and any other supporting documentation required by the Contract Documents or by JEA to evidence the payments requested in the Invoice.

Invoices shall be submitted to the following email address: ACCTPAYCUSTSRV@JEA.COM, or if the Company does not have email capability, the

Company shall mail hard copies to: JEA Accounts Payable, P.O. Box 4910, Jacksonville, FL 32201-4910.

JEA will pay the Company the amount requested approximately thirty (30) calendar days after receipt of a proper Invoice.

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

3.2 JSEB - INVOICING AND PAYMENT

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

3.2 OFFSETS

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

3.3 COST SAVINGS PLAN

During the Term, JEA and Company are encouraged to identify ways to reduce the total cost to JEA related to the Work, including, but not limited to, the sharing of savings resulting from implementation of cost-reducing initiatives. The decision to accept any cost savings initiative shall be in the sole discretion of JEA, and JEA shall not be liable to Company for any cost that may be alleged to be related to a refusal to accept a cost savings plan proposed by Company.

3.4 DISCOUNT PRICING

JEA offers any or all of the following optional payment terms, one of which may be requested by the Company by sending an email to the Project Manager:

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

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

3.5 TAXES

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

3.6 PRICE ADJUSTMENT FOR LABOR RATES – Billable Labor Rates

Labor Rates for the Work identified in this solicitation shall remain fixed through the completion. This Work is identified in the Black & Veatch proposal as sections 1 through 6.

Follow up services identified in section 8 of the Black & Veatch proposal shall be performed at the billable rates at the Effective Date of the contract through December 31, 2022. For follow up identified in section 8.0 of the Black & Veatch proposal performed after December 31, 2022, the Company may request a Employee Cost Trend (ECT) adjustment thirty (30) days prior to December 31, 2022. The ECT price adjustment shall be applied to the Billable Rate (employee hourly payment rate) for JEA. If Company fails to request the ECT price adjustment within thirty (30) days of 12/31/2022, the Company will be denied the increase and Company will have to request the ECT again in accordance with this clause at the following twelve month period 12/31/2023 and on this 12 month date thereafter. When a timely ECT request is received, JEA will recognize the ECT price adjustment within thirty (30) days of BLS posting the index for the Anniversary date. The price adjustment will be applied for the next 12 month period for follow up services only. No retroactive price adjustments will be allowed. The maximum allowed price adjustment in a price adjustment per period will be three percent (3%) up or two (2%) down. Additionally, the ECT index quarterly number will be used to calculate the adjustment and may lag a quarter from the time of the request, therefore price adjustments shall be applied on the 12 month period basis from the posted index available. When an index is published with a Preliminary (P) rating, that preliminary rating shall be used to calculate adjustments for the year.

Series ID: CMU201540A120000D

Series Title: Total compensation cost per employee hour worked for private professional and business services industry workers in professional and related occupations

Additionally, JEA may review the ECT index and adjust the billable rates for follow up work based on the change in the ECT should the Company not request a price adjustment. Any adjustment will be provided to Black & Veatch.

In the event the applicable price index publication ceases, the Company and JEA shall mutually agree on a replacement index. If the Company and JEA fail to agree on a replacement index for follow up work only, the Contract shall terminate 90 days following the end of the then current fiscal year.

4. RIGHT TO AUDIT AND FINANCIAL REPORTING

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

The Company shall provide JEA with audited financial statements for its most recent fiscal year and all other records reasonably requested by JEA not later than five days after receipt of a written request by JEA.

Such records shall include, but not be limited to, accounting records; written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices;

ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Company shall, at all times during the term of this Contract and for a period of five years after the completion of this Contract, maintain such records, together with supporting and underlying documents and materials.

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

Such records and employees, agents, assigns, successors, and subcontractors shall be made available to JEA during normal business hours at the Company's office or place of business in a workspace suitable for the audit. The Company shall have knowledgeable personnel available to answer questions for the auditors during the time they are performing the audit and for a period of two weeks thereafter. Company shall ensure that JEA has these rights with Company's employees, agents, assigns, successors, and subcontractors, and that these rights be explicitly included in any subcontracts and agreements under which Company may transfer any of its obligations under any of the Contract Documents.

Costs of any audits conducted under this Section will be borne by JEA; provided, however, that if the audit identifies (i) overpricing or overcharges (of any nature) by the Company in excess of one-half of one percent (.5%) of the total Invoices provided to JEA under the Contract or (ii) fraud, misrepresentation, or nonperformance, the Company shall reimburse JEA for the total costs of the audit.

Any amount to be paid by the Company to JEA as a result of any such audit of the Company's invoices and records shall be made within 90 days from the date of JEA's written presentation of its findings to Company.

5. SERVICE WARRANTIES

Company warrants that the Work shall be performed and delivered in a professional, manner in accordance with the Contract and the standards prevailing in the industry. Company shall also undertake the following actions without additional consideration during the Term and for one year thereafter at Company's expense: (i) promptly making necessary revisions or corrections to resolve any errors and omissions in the Work; and (ii) conferring with JEA for the purpose of interpreting any of the Work or information furnished. Acceptance of the Work by JEA shall not relieve Company of these responsibilities. The warranties and covenants in this paragraph will extend to all Subcontractors.

The foregoing warranties and covenants shall not apply to (i) any portions of the Work that have been produced by anyone other than Company or its Subcontractors; (ii) any modifications made by anyone other than Company or its Subcontractors, or (iii) any use of the Work in a manner or for any purpose other than those contemplated in the Contract. **EXCEPT AS EXPRESSLY STATED IN THE CONTRACT, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This Article governs, modifies and supersedes any other terms in this Agreement which address**

warranties or guarantees or the quality of the Services. The warranty contained in this Article is Company's sole warranty and guarantee obligation and JEA's exclusive remedy in respect to the quality of the Services.

6. WARRANTY OF ABILITY TO PERFORM

Company warrants that (i) it is ready, willing and able to perform its obligations under the Contract, and (ii) to the best of Company's knowledge, there are no pending or threatened actions, proceedings, investigations or any other legal or financial conditions that would in any way prohibit, restrain, or diminish Company's ability to satisfy its Contract obligations. Company shall immediately notify JEA in writing if its ability to perform is compromised in any manner during the Term.

8. INSURANCE, INDEMNITY AND RISK OF LOSS

8.1 INSURANCE REQUIREMENTS

Before starting and until Acceptance of the Work by JEA, Company shall procure and maintain at its sole expense, insurance of the types and in the minimum amounts stated below:

Workers' Compensation

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

Commercial General Liability

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

Automobile Liability

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

Professional Services/Errors and Omissions

\$1,000,000 each claim; \$2,000,000 annual aggregate

Excess or Umbrella Liability

(This is additional coverage and limits above the following primary insurance: Employer's Liability, Commercial General Liability, and Automobile Liability);

Insurance Limits: \$4,000,000 each occurrence and annual aggregate.

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

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

Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to JEA. Prior to commencing any Work under this Contract, certificates evidencing the maintenance of the insurance shall be furnished to JEA for approval. Company's and its Subcontractors' Certificates of Insurance shall be mailed to JEA (Attn. Procurement Services), Customer Care Center, 6th Floor, 21 West Church Street, Jacksonville, FL 32202-3139.

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

Any Subcontractors of Company shall procure and maintain the insurance required of Company hereunder during the life of the subcontracts. Subcontractors' insurance may be either by separate coverage or by endorsement under insurance provided by Company. Note: Any JSEB firms identified by Company for this Solicitation are considered "Subcontractors" under the direct supervision of the Prime or General Contractor (herein referred to as "Company"). Companies should show good faith efforts in providing assistance to JSEB firms in the securing of the Subcontractors' insurance requirements stated herein. Upon request by JEA, Company shall submit Subcontractors' certificates of insurance.

8.2 INDEMNIFICATION

For ten dollars (\$10.00), acknowledged to be included and paid for in the Contract Price and other good and valuable considerations, the Company shall hold harmless and indemnify JEA against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, reasonable attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to third party property, to the extent of the negligence, recklessness or intentional wrongful misconduct of the Company and any person or entity used by Company in the performance of the Contract or Work performed thereunder. For purposes of this Indemnification, the term "JEA" shall include its governing board, officers, employees, agents, successors and assigns. This indemnification shall survive the Term for events that occurred during the Term. This

indemnification shall be separate and apart from, and in addition to, any other indemnification provisions set forth elsewhere in the Contract.

8.3 TITLE AND RISK OF LOSS

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

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

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

9. TERM AND TERMINATION

9.1 TERM OF CONTRACT

The Contract shall be in force through completion of all Work, Acceptance and final payment, including resolution of all disputes, claims, or suits, if any. Certain provisions of the Contract may extend past termination including, but not limited to, Warranty and Indemnification provisions. The Contract shall be contingent upon the existence of lawfully appropriated funds for each subsequent year of the Contract.

9.2 JEA'S RIGHT TO SUSPEND THE WORK

JEA may, in its sole discretion, suspend any or all activities under the Contract by providing written notice to the Company at least five days in advance. Within ninety (90) days of providing such notice, or within any longer period agreed to by JEA and the Company, JEA shall either (i) authorize the resumption of the Work, at which time the Work shall resume, or (ii) terminate the Contract in accordance with its applicable termination provisions. Suspension of Work shall not entitle the Company to any additional compensation. JEA and the Company will reasonably amend any schedules relating to performance of the Services to reflect the suspension of Work. The Company shall not be entitled to receive compensation for any work it performs after any suspension of Work under this Section.

9.3 TERMINATION FOR CONVENIENCE

JEA shall have the absolute right to terminate the Contract in whole or part, with or without cause, at any time upon written notification of such termination. In the event of termination for convenience, JEA will pay the Company for all services actually performed by JEA prior to the date of termination. Upon receipt of such notice of termination, the Company shall stop the performance of the Work except as may be necessary to carry out a termination and take any other action toward termination of the Work that JEA may reasonably request, including all reasonable efforts to provide for a prompt and efficient transition as directed by JEA.

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

9.4 TERMINATION FOR DEFAULT

JEA may terminate the Contract for default effective upon written notice to the Company, if any of the following occurs (each, an “Event of Default”):

- The Company assigns or subcontracts the Work without JEA’s prior written consent;
- Any petition is filed, or any proceeding is commenced, by or against the Company for relief under any bankruptcy or insolvency laws;
- A receiver is appointed for the Company's properties or the Company commits any act of insolvency (however evidenced);
- The Company makes an assignment for the benefit of creditors;
- The Company suspends the operation of a substantial portion of its business;
- The Company suspends the whole or any part of the Work to the extent that it impacts the Company's ability to meet the schedule for the Work, or the Company abandons the whole or any part of the Work;
- The Company, at any time, breaches or fails to comply with any of the conditions or provisions of the Contract Documents, and if such breach or failure is capable of cure, Company does not cure the breach or failure within fifteen (15) days after receipt of written notice from JEA;
- The Company attempts to willfully impose upon JEA items or workmanship that are, in JEA's sole opinion, defective or of unacceptable quality;
- The Company has been placed on the list maintained under Section 287.135, Florida Statutes, of companies with activities in Sudan or in Iran Petroleum Energy Sector
- The Company is determined, in JEA's sole opinion, to have misrepresented the utilization of funds or misappropriated property belonging to JEA; or
- Any material adverse change in the financial or business condition of the Company occurs.

If, after an Event of Default, it is determined that an Event of Default did not occur, or that the default was excusable, the rights and obligations of the parties shall be the same as if JEA had terminated the Contract for convenience.

This Section shall in no way limit JEA's right to all remedies for nonperformance provided under law or in equity. Further, the rights and remedies available to JEA are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by a party, shall be deemed to be in exclusion of any other.

In the event of termination for nonperformance, the Company shall immediately surrender all Work records to JEA. In such a case, JEA may set off any money owed to the Company against any liabilities resulting from the Company's nonperformance.

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

10. CHANGES IN THE WORK

From time to time, JEA may direct changes and modifications in the scope of the Work to be performed under this Contract. The Company shall accommodate such changes and JEA shall compensate the Company for the additional Work in accordance with the unit prices stated in this Contract, or as otherwise agreed to by JEA and the Company. The Project Manager will make the final determination as to whether any compensable change or schedule change exists.

11. FORCE MAJEURE

No party shall be liable for any default or delay in the performance of its obligations under this Contract due to an act of God or other event to the extent that: (a) the non-performing party is without fault in causing such default or delay; (b) such default or delay could not have been prevented by reasonable precautions; and (c) such default or delay could not have been reasonably circumvented by the non-performing party through the use of alternate sources, work-around plans or other means. Such causes include, but are not limited to: act of civil or military authority (including but not limited to courts or administrative agencies); acts of God; war; terrorist attacks; riot; insurrection; inability of JEA to secure approval, validation or sale of bonds; inability of JEA or the Company to obtain any required permits, licenses or zoning; blockades; embargoes; sabotage; epidemics; pandemics or outbreak of communicable disease; quarantines; fires; hurricanes, tornados, floods; or other natural disasters; or strikes.

In the event of any delay resulting from such causes, the time for performance of each of the parties hereunder (including the payment of monies if such event actually prevents payment) shall be extended for a period of time reasonably necessary to overcome the effect of such delay, except as provided for elsewhere in the Contract Documents.

In the event of any delay or nonperformance resulting from such causes, the party affected shall promptly notify the other in writing of the nature, cause, date of commencement and the anticipated impact of such delay or nonperformance. Such written notice shall indicate the extent to which it is anticipated that any delivery or completion dates will be thereby affected within seven (7) calendar days.

12. UNFORESEEN CONDITIONS

The Company shall conduct due diligence prior to starting the Work. Such due diligence includes, but is not limited to, verifying all Work conditions, measurements, dimensions and latent and patent obstructions, the accuracy of drawings, test results, inspections and other informational materials provided in the Contract Documents, in order to determine whether any changes in the Work should be considered by JEA. In the event that the Work must be changed after the Work commences due to the Company's failure to fulfill the above requirements, the Company shall be responsible for all costs associated with the changes.

In the event, however, that the Company exercises the requisite due diligence and a change to the Work becomes necessary resulting from conditions that are clearly unforeseen and that could not have been discovered, the costs for adjusting the Work in response to such unforeseen conditions shall be addressed in a Change Order or an amendment to the Contract executed by JEA and the Company. Any Work the Company performs prior to receipt of such Change Order or approved Contract amendment will be at the Company's sole risk.

13. PUBLIC RECORDS AND JEA PROPRIETARY INFORMATION

13.1 PUBLIC RECORDS LAWS

Article 1, Section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public records. All documents, data and other records received by JEA in connection with the Contract are public records and available for public inspection unless specifically exempt by law.

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

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

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

If the Company is acting on behalf of JEA as contemplated by subsection 119.011(2), Florida Statutes, Company shall:

- (a) Keep and maintain public records required by JEA to perform the services; and
- (b) Upon request from JEA's custodian of public records, provide JEA with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of the Contract if Company does not transfer the records to JEA; and
- (d) Upon completion of this Contract, transfer to JEA at no cost all public records in possession of the Company or keep and maintain public records required by JEA to perform the service. If the Company transfers all public records to JEA upon completion of this Contract, the Company shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Company keeps and maintains public records upon completion of this Contract, Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to JEA upon request from JEA's custodian of public records in a format that is compatible with JEA's information technology systems.

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT JEA'S CUSTODIAN OF PUBLIC RECORDS AT: JEA, Attn: Public Records, 21 West Church Street, Jacksonville, Florida 32202, 904-665-8606 or publicrecords@jea.com.

13.2 PROPRIETARY INFORMATION

The Company shall not copy, reproduce, or disclose to third parties, except in connection with the Work, any information that JEA furnishes to the Company. The Company shall insert in any subcontract a restriction on the use of all information furnished by JEA. The Company shall not use this information on another project. The Company shall return to JEA all information furnished by JEA upon completion of the Work.

13.3 PUBLICITY AND ADVERTISING

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

14. PRELIMINARY MATTERS

14.1 LICENSES

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

14.2 BACKGROUND CHECKS AND OTHER INFORMATION SECURITY POLICIES

The Company, at its expense, shall conduct appropriate background checks and screen each individual who will provide services to JEA as a part of the Work, including, but not limited to, individuals who will have access to JEA's computer systems, either through on-site or remote access. The minimum background screening process shall include, but not be limited to, the following checks:

- (a) Social Security Number (SSN) Trace;
- (b) Criminal Records (County and State Criminal Felony and Misdemeanor, National Criminal Database, Federal Criminal);
- (c) Background checks undertaken by JEA for its own employees who have duties similar to the duties of the Company's employee(s); and
- (d) Background checks which may be required pursuant to applicable background screening policies adopted by JEA from time to time, including, but not limited to background checks required in connection with obtaining a JEA access badge.

The background screening must be conducted prior to the employee providing any services or performing any work for JEA. JEA has the right to require more regular background checks and has the right to require that the Company provide background check results to JEA. JEA shall have the right to audit the Company's background check process to ensure compliance

with JEA standards. If, at any time, the Company discovers that an individual providing services to JEA as a part of the Work has a criminal record that includes a felony or misdemeanor, the Company shall immediately inform JEA and JEA will assess the circumstances surrounding the conviction, time frame, nature, gravity and relevancy of the conviction to the job duties. JEA, in its sole discretion, shall determine whether the individual will be placed on, or terminated from, a JEA assignment. Additionally, all individuals providing services to JEA shall have the responsibility to self-disclose any misdemeanor or felony conviction that occurs while assigned to JEA within three business days of the conviction. If the Company learns of any such conviction, the Company shall notify JEA immediately. The Company shall comply with all applicable laws and regulations governing the conduct of background checks, including but not limited to the Fair Credit Reporting Act (FCRA). Failure of the Company to comply with the terms of this paragraph may result in immediate termination of its contract with JEA.

14.3 JEA ACCESS BADGES

If the Work requires an individual to access JEA's facilities or properties, the Project Manager or other JEA Representative will determine whether or not such individual must have a JEA access badge prior to accessing JEA facilities or properties. This determination will be made based upon the business need and in accordance with JEA's applicable security policies and procedures. In no event shall individuals share JEA access badges. Individuals issued an access badge must adhere to all of JEA's security badge usage policies and procedures. Violation of the provisions of this section or any of JEA's security policies may result in immediate termination of the Contract.

In particular, JEA shall be notified within 24 hours of a lost or stolen JEA access badge or when an individual leaves the Company or any subcontractor. The Company will bear any costs associated with issuance and production of any lost or stolen JEA access badge. The Company is required to report all badge loss, or termination, notifications to the JEA Representative and JEA Security. JEA Security can be contacted at (904) 665-8200 and security@jea.com. Failure to make the reports required in this paragraph may result in significant regulatory fines and penalties. The Company shall be responsible for all such costs and JEA shall have the right to immediately terminate the Contract.

The provisions in this section shall apply to Company's Subcontractors and agents performing any of the Work and shall be included in Company's contracts with its Subcontractors for any part of the Work.

14.4 JEA CRITICAL INFRASTRUCTURE PROTECTION (CIP)

Pursuant to federal regulations, JEA is required to implement Critical Infrastructure Protection (CIP) and comply with NERC/FERC reliability standards for identified assets (collectively the "Assets"). Assets include both physical and cyber Assets that are essential for JEA to maintain the integrity of the bulk electric system. Therefore, the Company must ensure that all individuals that have unescorted access to any Assets have a JEA access badge issued by JEA's Security Department prior to such access. The specific Assets an individual will access will determine the specific JEA training and criminal background check that will be required before an access badge can be issued. The Company will be responsible for all costs associated with any criminal background check and any labor cost associated with completion of the training. The provisions of this section shall apply to all of the Company's Subcontractors

and agents, and shall be included in Company's contracts with its Subcontractors for any part of the Work. JEA reserves the right to modify these terms if the applicable regulations change or additional regulations become applicable. JEA will provide sufficient notice in advance for Company to adapt the updated regulations.

15. LABOR

15.1 QUALIFICATION OF EMPLOYEES, SUBCONTRACTORS AND AGENTS

All employees, subcontractors and agents of the Company performing work under the Contract shall be properly trained and qualified. Upon request, Company shall furnish a copy of a technical certification or other proof of qualification. All employees, subcontractors and agents performing work under the Contract must comply with all reasonable administrative requirements of JEA and with all controlling laws and regulations relevant to the services they are providing under the Contract.

The Company shall take all actions necessary to ensure that the Company's employees, subcontractors and agents are not considered employees of JEA. Such actions include, but are not limited to, ensuring that Company's employees, subcontractors and agents receive payment and any legally mandated insurance (e.g., workers' compensation and unemployment compensation) from an employer other than JEA.

15.2 NONDISCRIMINATION

The Company represents that it has adopted, and will maintain throughout the Term, a policy of nondiscrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employee relations. The Company shall, on written request by JEA, allow JEA reasonable access to the Company's records of employment, employment advertisement, application forms and other pertinent data and records for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of the Contract; provided, however, that the Company shall not be required to produce, for inspection, records covering periods of time more than one year prior to the effective date of this Contract.

The Company shall comply at all times with the following:

- The provisions of Presidential Order 11246, as amended, and the portions of Executive Orders 11701 and 11758 as applicable to Equal Employment Opportunity;
- The provisions of section 503 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act (ADA); and
- The provisions of the Employment and Training of Veterans Act, 38 U.S.C. 4212 (formerly 2012).

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

15.3 LEGAL WORKFORCE

The Company's employment of unauthorized aliens shall be a violation of section 274A(e) of the Immigration and Nationalization Act and a breach of the provisions of the Contract. The

Company and all Subcontractors must enroll and participate in the federal E-Verify Program prior the performance of any part of the Work to JEA and appropriately screen all individuals performing any part of the Work. Proof of enrollment and participation must be provided to the JEA Representative upon request.

15.4 PROHIBITED FUTURE EMPLOYMENT

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

15.5 RIGHT TO REMOVE INDIVIDUALS

JEA shall have the right at any time to require that the Company remove from interaction with JEA any Company representative whom JEA believes is detrimental to its working relationship with the Company. JEA shall provide the Company with notice of its determination, and the reasons it requests the removal. If JEA signifies that a potential security violation exists with respect to the request, the Company shall immediately remove such individual. The Company shall not assign any person removed under this Section to any aspect of the Work without JEA's prior written consent.

15.6 HIRING OF OTHER PARTY'S EMPLOYEES

The Company acknowledges that JEA incurs significant expenses in training its employees. Without the JEA's prior written consent, the Company shall not pursue or hire any of JEA's employees during the Term and for a period of two (2) years thereafter.

16. COMPANY'S RESPONSIBILITIES AND PERFORMANCE OF THE CONTRACT

16.1 COMPANY REPRESENTATIVE

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

16.2 REPORTING

The Company shall provide the reports required by the Contract Documents. Where the reporting frequency is daily, reports shall be submitted by noon of the following workday. Where the reporting frequency is weekly, reports covering the prior workweek are due by Monday at noon. If reports are due on a day that is a Holiday, the reports are due at noon on the next workday. Where reports are due monthly, reports are due by noon on the first business day of each month. Sample forms for reports may be included in the Contract Documents. Where they are included, they are to be used. Where they are not included, the Company shall provide the Project Manager a sample of its proposed report format at least one-week prior to the initial due date of a report. The Company shall revise and resubmit the report format in accordance with any requests from the Project Manager at any time. Reporting cycles shall begin upon the date the Company first begins performing the Work. All reports shall be in both paper and electronic format, with the electronic version submitted electronically via email to the Project Manager.

16.3 WORK SCHEDULES

Unless otherwise provided in the Contract Documents, the Company shall schedule the Work to be performed based on a work schedule of either five days per week, eight hours per day single shift, or four days per week, ten (10) hours per day single shift. JEA may require the Company to base its schedule on an accelerated Work schedule or multiple shifts. The Company shall not schedule work on Holidays without obtaining prior written approval from JEA.

The Company shall, at no additional cost to JEA, increase or supplement its workforce and equipment and perform the Work on an overtime or multiple shift basis when directed by JEA and upon notification that the Company is behind schedule. The Company shall submit a revised schedule in writing demonstrating the Company's schedule recovery plans.

The rate of progress set forth in the schedule approved by JEA already allows for ordinary delays incident to the Work. No extension of the Term will be made for ordinary delays, inclement weather or accidents, and the occurrence of such events will not relieve the Company from the requirement of meeting the schedule approved by JEA.

16.4 CONDITIONS OF PROVISIONING

The Company shall be solely responsible for providing everything necessary to perform the Work and to be in full compliance with the Contract Documents, except for those items specifically listed in the Contract Documents as being provided by JEA. If the Work includes supplying JEA with inventory items, the Company shall identify inventory items that are in high demand and take appropriate steps to minimize delivery lead time in the event of demand spikes or emergency requirements.

The Company shall not use any JEA furnished items on non-JEA work. All JEA furnished items shall at all times remain the property of JEA. The Company shall use all JEA furnished items in a manner consistent with industry best practice, applicable laws and regulations. All individuals using the JEA furnished items shall be appropriately trained and certified. If the Company and JEA share JEA furnished items, JEA's usage shall always have priority over Company's usage, and the JEA Representative shall have sole authority to resolve any dispute relating to such shared usage. The Company shall return all unused or salvageable items, if any, to JEA at the location established by a JEA Representative prior to final payment under the Contract. JEA shall have the right to audit and investigate the Company's use of JEA furnished items at any time. The Company shall reimburse JEA for any damaged or lost JEA furnished material at JEA's current replacement cost.

16.5 SAFETY AND PROTECTION PRECAUTIONS

The Company shall comply with all applicable federal, state and local laws, and all JEA procedures and policies including, but not limited to, JEA's requirements for Contractor Safety available at JEA.com, and the requirements of any public body having jurisdiction for the safety of persons or protection of property. A violation of any provision of this Section shall be grounds for an immediate termination of the Contract for default, with no requirement for JEA to provide Company with advanced notice or an opportunity to cure. Additionally, the Company shall be responsible for all JEA damages associated with such termination.

The Company shall only use those Subcontractors who have met JEA Safety Prequalification requirements. The Company shall ensure that Subcontractors and their personnel have all the necessary personal protective equipment and training needed to perform the Work safely.

The JEA Representatives may stop Work at any time that JEA, at its sole discretion, considers the Company's Work to be unsafe or a risk to person or property, and the Company shall perform as directed by JEA in such a way as to render the work environment safe. The Company shall be responsible for paying all costs associated with providing a safe work environment including, but not limited to, any costs associated with any JEA directed safety improvements. The Company shall be solely responsible for the safety of personnel and property associated with the Work, and any actions taken by JEA to prevent harm to persons or damage to equipment does not in any way relieve the Company of this responsibility.

The Company shall designate the Company Representative or the Company Supervisor as the Company's representative responsible for the prevention of accidents. If appropriate due to the nature of the Work, the Company shall notify the police and fire departments as to the location of the Work in order to ensure prompt response in an emergency.

16.6 EMERGENCY EVENTS

In the event that a system-wide emergency arises during the Term for which JEA requires assistance from the Company including, but not limited to, severe storms, large-scale fires, floods, and acts of terrorism, the Company shall support with all its resources, skills and capabilities, and to the maximum extent possible, all efforts by JEA in connection with such emergency. The Project Manager shall notify the Company when an emergency occurs, and the Company shall mobilize its full resources immediately. In the event conditions are such that an emergency is likely in progress, but the Company has not been notified by the Project

Manager, the Company shall make all efforts to contact a JEA Representative to determine if and how it should respond. JEA will reimburse the Company for its actual costs incurred as a result of supporting JEA during the emergency, plus reasonable overhead and profit not to exceed twelve percent (12%) of such costs.

16.7 STORM PREPAREDNESS

In the event of a Hurricane Warning, Tropical Storm Warning, or other large storm affecting the location of the Work, the Company shall secure, or shall remove and store all equipment and materials at the location including, but not limited to, cones, barricades, lights and signs. The Company shall begin taking such precautions as necessary to secure the location of the Work upon official issuance of mandatory evacuation of the area of the location and no later than 24 hours prior to the predicted arrival of tropical storm or hurricane force winds or notification by a JEA Representative. These activities shall be included as a regular part of the Work without additional compensation to the Company regardless of the frequency they are required.

17. VENDOR PERFORMANCE EVALUATION

This Section sets forth only one tool that JEA uses to evaluate the performance of the Company under the Contract Documents. In no event shall the provisions of this Section relating to vendor performance evaluation or any of the following circumstances be deemed to limit or waive any rights of JEA under the Contract Documents or provide the Company with any rights not otherwise provided under the Contract Documents: (i) JEA's failure to complete any vendor performance scorecard in connection with the Work; (ii) any vendor performance scorecard completed in connection with the Work that is inconsistent with JEA's determination that the Company's performance is Unacceptable, or (iii) JEA's failure to follow the vendor performance evaluation process described in this Section.

JEA may evaluate the Company's performance using the evaluation criteria shown on JEA's vendor scorecard which is available upon request. JEA may conduct one or more performance evaluations and prepare scorecards at any time during performance of the Work or after completion of the Work. Scores for all metrics shown on the scorecard range from a low of 1, meaning significantly deficient performance, to a high of 5, meaning exceptionally good performance. The Company's performance may be classified as Top Performance, Acceptable Performance, or Unacceptable Performance, as defined in the Contract. The evaluator will be a JEA employee. The evaluator's supervisor or JEA's Chief Purchasing Officer may review deficient performance letters and Unacceptable Performance scorecards prior to issuance. When evaluating the Company's performance, JEA may consider the performance of the Company's Subcontractors and suppliers, as part of the Company's performance.

If at any time JEA determines, in its sole discretion, that the performance of the Company constitutes Unacceptable Performance, the Project Manager may notify the Company of the Unacceptable Performance. The Company shall have 10 days to respond to the Project Manager. The Company's response shall include, and preferably be delivered in-person by an officer of the Company, the specific actions that the Company will take to bring the Company's performance up to at least Acceptable Performance. After implementation of such actions, the Project Manager may notify the Company as to whether its performance, as determined solely by JEA, is meeting expectations, or is continuing to constitute Unacceptable Performance. If the Company's performance is described as meeting expectations, no further remedial action is required by the Company as long as Company's

performance continues to be Acceptable Performance. If the Company's performance continues to constitute Unacceptable Performance, or is inconsistent, the Company shall have 15 days from date the Project Manager notifies the Company to demonstrate that it has achieved Acceptable Performance. At the end of the 15-day period, JEA may prepare a scorecard documenting that the Company's performance from the start of Work, or date of most recent scorecard, whichever is latest, and giving consideration to improvements the Company has made in its performance, or has failed to make. If the scorecard shows that Company's performance continues to constitute Acceptable Performance, then no further remedial action is required by Company as long as Company's performance remains Acceptable. If the scorecard shows the Company's performance is Unacceptable, JEA will take such actions as it deems appropriate including, but not limited to, terminating the Contract, suspending the Company from bidding on any JEA related solicitations, and other remedies available to JEA under applicable law.

In no event shall any actions taken by JEA under this Section relieve the Company of its obligation to perform the Work under the Contract. In the event that the Term does not allow for the periods of time set forth in this Section, JEA may accelerate time periods at its sole discretion.

If the Company receives five or more letters of deficiency within any 12-month period, JEA may determine that the Company's performance is Unacceptable Performance and prepare a scorecard or other document outlining the deficiencies.

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

There can be no expectation of confidentiality of performance-related data in that all performance-related data is subject to disclosure pursuant to Florida's Public Records Laws unless a specific exemption applies. All scorecards shall at all times remain the property of JEA.

18. MISCELLANEOUS PROVISIONS

18.1 AMBIGUOUS CONTRACT PROVISIONS

The Contract Documents and their specifications, terms and conditions have been the subject of meaningful analysis and discussions by both the Company and JEA. Therefore, doubtful or ambiguous provisions, if any, contained in this Contract will not be construed against the party who prepared the Contract Documents.

18.2 APPLICABLE STATE LAW; VENUE; SEVERABILITY

The rights, obligations and remedies of JEA and the Company as specified under the Contract Documents shall be interpreted and governed in all respects exclusively by the laws of the State of Florida without giving effect to the principles of conflicts of laws thereof. Litigation involving the Contract or any provision thereof shall take place in the courts of appropriate jurisdiction located exclusively in Duval County, Florida.

18.3 CUMULATIVE REMEDIES

Except as otherwise expressly provided in the Contract, all remedies provided for in the Contract shall be cumulative and in addition to and not in lieu of any other remedies available to JEA or the Company at law, in equity or otherwise.

18.4 EXPANDED DEFINITIONS

Unless otherwise specified, words importing the singular include the plural and vice versa and words importing gender include all genders. The term "including" means "including without limitation", and the terms "include", "includes" and "included" have similar meanings. Any reference in this Contract to any other agreement is deemed to include a reference to that other agreement, as amended, supplemented or restated from time to time. Any reference in the Contract to "all applicable laws, rules and regulations" means all federal, state and local laws, rules, regulations, ordinances, statutes, codes and practices.

18.5 HEADINGS

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

18.6 LANGUAGE AND MEASUREMENTS

All communications between the Company and JEA, including all documents, notes on drawings, and submissions required under the Contract Documents, will be in the English language. Unless otherwise specified in the Contract, the United States customary systems of measurements shall be used for quantity measurement. All instrumentation and equipment will be calibrated using the United States customary systems of measurements.

18.7 MEETINGS AND PUBLIC HEARINGS

The Company must attend all meetings and public hearings relating to the Work where its presence is determined to be appropriate and requested by JEA.

18.8 NONEXCLUSIVE

JEA reserves the right, in its sole discretion, to retain other companies to perform all or any part of the Work, and JEA may self-perform all or any part of the Work itself.

18.9 RELATIONSHIP OF THE PARTIES

The Company shall perform the Work as an independent contractor and that it does not have the power or authority to bind JEA or to assume or create any obligation or responsibility, express or implied, on JEA's part or in JEA's name, except as may be authorized by JEA under a separate written document. The Company shall not represent to any person or entity that the Company has such power or authority except as may be specifically authorized by JEA under a separate written document.

18.10 SUBCONTRACTING OR ASSIGNING OF CONTRACT

The Company shall not subcontract, assign, delegate, or otherwise dispose of the Contract, any of its obligations under the Contract without the prior written consent of JEA.

Any assignment of the Contract will not relieve the Company of any of its obligations unless JEA expressly consents thereto. If the Contract is assigned by the Company, the Contract will be binding upon and will inure to the benefit of the permitted assignee.

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

18.11 SEVERABILITY

In the event that any provision of the Contract is found to be unenforceable under applicable law, such provision shall be replaced with a substitute provision that most nearly reflects the original intentions of the parties and is enforceable under applicable law, and the remainder of the Contract shall continue in full force and effect.

18.12 SURVIVAL

The obligations of JEA and the Company under the Contract that are not, by the express terms of the Contract, to be performed fully during the Term, shall survive the termination of the Contract.

18.13 TIME AND DATE

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

18.14 TIME OF ESSENCE

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

18.15 USE OF JEA CONTRACTS BY THE CITY OF JACKSONVILLE

The Company shall extend the pricing and other contractual terms provided to JEA under the Contract to the City of Jacksonville and its independent agencies and political subdivisions.

18.16 WAIVER OF CLAIMS

A delay or omission by JEA to exercise any right or power under the Contract shall not be construed to be a waiver thereof. A waiver by JEA of any right under this Contract shall not be effective unless it is in writing and signed by JEA.

18.17. LIMITATIONS

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

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

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



Formal Bid and Award System

Award #4 August 19, 2021

Type of Award Request: BID (IFB)
Requestor Name: Howard, Joshua P. - Mgr Energy Production Maintenance
Requestor Phone: 904-591-7930
Project Title: NGS Coal Terminal Dredging
Project Number: 30205 – Expense 2006 Industrial Services
Project Location: NGS
Funds: O&M
Award Estimate: \$607,200.00 (includes SWA) (was not budgeted) (Funds taken from 30300)

Scope of Work:

The scope of work covers mobilization, demobilization, all equipment, labor and supervision to complete dredging services of approximately 11,065 cubic yards of spoils materials (minimum depth of 40') to the berthing area at the NS Fuel Dock, located on the Blount Island Channel in Jacksonville, FL. All dredging services are to be completed based on the most recent hydrographic survey analysis performed on May 5, 2021.

The Dredging company shall provide environment reports to JPA and JEA regarding the material to be dredged, prior to commencement of work and provide a certification of the depth achieved, JEA will conduct a separate hydrographic survey to validate results, prior to release the Payment and Performance Bond.

JEA IFB/RFP/State/City/GSA#: 1410339446
Purchasing Agent: Lovgren, Rodney Dennis
Is this a Ratification?: YES

If yes, explain:

JEA is working to complete the project this fiscal year, as funding is available. JEA has issued a Purchase Order to Manson to commence the development of the required sampling plan & sampling to be approved by JAXPORT, prior to the performance of dredging services in the amount of \$40,000.00.

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
MANSON CONSTRUCTION CO.	Henry Schorr	HSchorr@mansonconstruction.com	5985 Richard Street, Suite 1, Jacksonville, FL 32216	(904) 821-0211	\$607,200.00

Amount for entire term of Contract/PO: \$607,200.00
Award Amount for remainder of this FY: \$607,200.00
Length of Contract/PO Term: Project Completion
Begin Date (mm/dd/yyyy): 08/19/2021
End Date (mm/dd/yyyy): 09/30/2021 (planned completion)
JSEB Requirement: N/A – Optional (Specialty Services)

BIDDER:

Name	Amount
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MANSON CONSTRUCTION CO.	\$607,200.00
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Background/Recommendations:

Advertised 06/10/2021. Two (2) companies attended the optional pre-bid meeting on 06/09/2021. At bid opening on 08/10/2021, JEA received one (1) Bid. JEA invited other local dredging companies, including our current St. John’s River Coal Terminal (SJRCT) coal conveyor demolition contractor (GSD). The other company companies were not interested in bidding this work, noting the following:

- limited project size (mobilization to Jacksonville for this job not price competitive)
- Incumbent competitor operating in close proximity
- Equipment capabilities (dredge depth – smaller locals cannot perform)
- Project Turn Around – desire to complete by September 30, 2021

Manson Construction Company is the responsible and responsive bid. A copy of the Bid Form is attached.

The dredging of the NGS coal terminal is required to release the current draft restrictions of incoming coal vessels. Draft restrictions limit the amount of coal that can be transported in vessels. This may cause an increase price per ton of coal shipped to JEA if full draft allowance of 36’ is not restored. NGS coal terminal requires drafting every 8 – 10 years.

JEA researched the use of the JAXPORT / Mason agreement. Piggybacking was viewed as non-conducive to the JAXPORT agreement due to their scope of work (identified berths schedule, mobilization structure, volume and incentive structure). Manson did not agree to use JAXPORT agreement rates for one-off projects with differing requirements, environmental sampling, reporting, JEA safety Prequalification and mobilization location.

Manson Construction was sole bidder during this solicitation and has been the sole bidder for the past ten (10) years. They have previously performed SJRPP dredging services with high quality work with no follow-up required. Manson currently performs over 500,000 cubic yards of spoils removal for JAXPORT annually. The typical dredge event is 40-60,000 cubic yards per event.

This solicitation was processed as only a project completion dredging of 12,000 cu. yards (\$28.50 / CY) vs. previously, the previous St. John’s River Coal Terminal Dredging contract (\$23.00 / CY) in 2015 and JEA / SJRCT contract in 2010 at (17.00 / CY). Considering the long duration between dredging events and limited scope of the project, pricing is deemed reasonable.

1410339446 – Request approval to award a contract to Manson Construction Co. for dredging services at NGS Coal Terminal in the amount of \$607,200.00, subject to the availability of lawfully appropriated funds.

Sr. Manager: Pruitt, Chris N. - Sr Mgr Generation Support
Sr. Director Kipp, James R. - Sr Dir Generation
VP: Erixton, Ricky D. - VP Electric Systems

APPROVALS:

 _____ August 19, 2021

Chairman, Awards Committee

Date

John A. Winters 8/19/21

Budget Representative

Date

Addendum 2 - Bid Form Page 1 of 2

Submit the Response an electronic pdf in accordance with the procedures in the solicitation

Company Name: Manson Construction Co.

Company's Address: 5985 Richard Street, Suite 1 Jacksonville, FL 32216

License Number: CGC059077

Phone Number: 904-821-0211 FAX No: 904-443-6251 Email Address: proposals@mansonconstruction.com

BID SECURITY REQUIREMENTS

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

TERM OF CONTRACT

- One Time Purchase
- Term - Five (5) Years w/Two (2) – 1Yr Renewals
- Other, Specify - Project Completion

SAMPLE REQUIREMENTS

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

SECTION 255.05, FLORIDA STATUTES CONTRACT BOND

- None required
- Bond required 100% of Bid Award

QUANTITIES

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

INSURANCE REQUIREMENTS

Insurance required

PAYMENT DISCOUNTS

- 1% 20, net 30
- 2% 10, net 30
- Other _____
- None Offered

Item No.	ENTER YOUR BID FOR THE FOLLOWING DESCRIBED ARTICLES OR SERVICES:	TOTAL BID PRICE
1	Total Bid Price From Page 2 of the Bid Form	\$ <u>552,000.00</u>
2	Supplemental Work Authorization (10% of Line 1)	\$ <u>55,200.00</u>
3	Total Award Amount (Sum of Lines 1 & 2)	\$ <u>607,200.00</u>

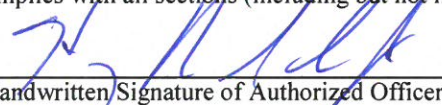
I have read and understood the Sunshine Law/Public Records clauses contained within this solicitation. I understand that in the absence of a redacted copy my proposal will be disclosed to the public "as-is".

BIDDER CERTIFICATION

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

We have received addenda

one through two

 8/10/2021
Handwritten Signature of Authorized Officer of Company or Agent Date

Henry R. Schorr, Jr. - Vice President
Printed Name and Title

Addendum 2 – Bid Form Page 2 of 2

Item No.	ENTER YOUR BID FOR THE FOLLOWING SERVICES:	UNIT OF MEASURE	UNIT PRICE	FORECAST QUANTITY	EXTENDED PRICE
1	Mobilization	1 LOT	\$ 95,000.00	1	\$ 95,000.00
2	Dredging per Cubic Yard (includes transportation to the spoils site)	CUBIC YARDS	\$ 28.50	12,000	\$ 342,000.00
3	De-Mobilization	1 LOT	\$ 35,000.00	1	\$ 35,000.00
4	Standby	PER HOUR	\$ 5,000.00	8	\$ 40,000.00
5	Sampling and Reporting Requirements	1 LOT	\$ 40,000.00	1	\$ 40,000.00
Total Bid Price (Sum of Lines 1 – 4, enter this amount on the Bid Form page 1)					\$ 552,000.00

Acknowledge receipt of this addendum on the Response Form

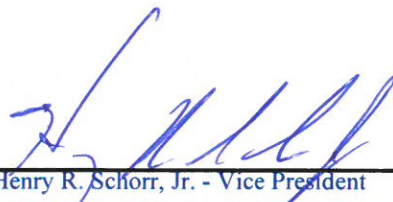
LIST OF SUBCONTRACTORS

JEA Solicitation Number 141339446-21 requires certain major Subcontractors be listed on this form, unless the work will be self-performed by the Company.

The undersigned understands that failure to submit the required Subcontractor information on this form will result in bid rejection, and the Company agrees to employ the Subcontractors specified below: (Use additional sheets as necessary)
Note: This list of Subcontractors shall not be modified subsequent to bid opening, without a showing of good cause and the written consent of JEA.

Type of Work	Corporate Name of Subcontractor	Subcontractor Primary Contact Person & Telephone Number	Subcontractor's License Number (if applicable)	Percentage of Work or Dollar Amount
--------------	---------------------------------	---	--	-------------------------------------

Not applicable

Signed: 
Henry R. Schorr, Jr. - Vice President

Company: Manson Construction Co.

Address: 5985 Richard Street, Suite 1
Jacksonville, FL 32216

Date: 8/10/2021

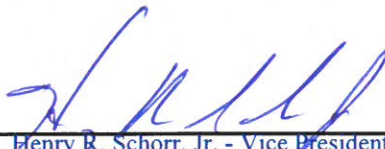
LIST OF JSEB SUBCONTRACTORS

Appendix B - Bid Forms
141339446-21 NGS Dredging Services

The following JSEB Subcontractors will be utilized in fulfilling the terms and conditions of a Project Authorization arising from award of JEA - 141339446-21. I (We) the undersigned understand that failure to submit said information will result in bid rejection. I (We) will employ the JSEB Subcontractors specified below: (Use additional sheets as necessary)

Class of Work (Category) Dollar Amount	Name of JSEB Contractor (Indicate below)	Percentage of Total Job or

Not applicable

Signed: 
Henry R. Schorr, Jr. - Vice President
Company: Manson Construction Co.
5985 Richard Street, Suite 1
Address: Jacksonville, FL 32216
Date: 8/10/2021

Note: This list shall not be modified subsequent to bid opening without a showing of good cause and the written consent of the JEA.



JSEB BID FORM

List of JSEB Subcontractors

The following JSEB Subcontractors will be utilized in fulfilling the terms and conditions of a Project Authorization arising from award of **JEA Solicitation Number 141339446-21**. I (We) the undersigned understand that failure to submit said information will result in bid rejection. I (We) will employ the JSEB Subcontractors specified below: *(Use additional sheets as necessary)*

1) JSEB Vendor Name: Not applicable

Primary Contact Name:	
Email:	
Phone:	
Scope of Work:	
Percentage of Total Job or Dollar Amount:	

2) JSEB Vendor Name:

Primary Contact Name:	
Email:	
Phone:	
Scope of Work:	
Percentage of Total Job or Dollar Amount:	

3) JSEB Vendor Name:

Primary Contact Name:	
Email:	
Phone:	
Scope of Work:	
Percentage of Total Job or Dollar Amount:	

Company Manson Construction Co.

Signed

Title Henry R. Schorr, Jr. - Vice President

Email proposals@mansonconstruction.com

Phone (904) 821-0211 **Date** 8/10/2024

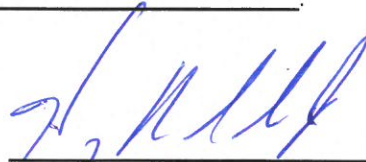
Note: This list shall not be modified subsequent to bid opening without a showing of good cause and the written consent of the JEA.

CONSTRUCTION AND DEMOLITION DEBRIS DISPOSAL

(See Subsection ____ - Instructions to Bidders)

Construction and demolition debris at the worksite will be disposed of at Not applicable - Dredge material disposal will be at Bartram Island ;
per Dredge Disposal License Agreement for Bartram Island, Buck Island or Future Spoil Site Operated by Jacksonville Port Authority, as issued in Addendum 1

This location is subject to Certificate of Necessity No. _____, and is designated by
Public Works Department Permit No. _____.



(Signature)
Henry R. Schorr, Jr.

Vice President

(Title)

Ron DeSantis, Governor



Halsey Beshears, Secretary



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

CONSTRUCTION INDUSTRY LICENSING BOARD

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

OPENSHAW, MARK FALGE

MANSON CONSTRUCTION CO
5209 E MARGINAL WAY S
SEATTLE WA 98124

LICENSE NUMBER: CGC059077

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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



CERTIFIED COPY OF CORPORATE RESOLUTION

I, Jeffrey C. Arviso, Secretary of Manson Construction Co., a Washington corporation, do hereby certify that the following is a true and correct copy of a resolution that was unanimously adopted at a Meeting of the Board of Directors of Manson Construction Co., held at the office of the corporation in Seattle, Washington, on September 17, 2020, at which meeting a quorum was present at all times; and further certify that said resolution has not been repealed or amended and is still in full force and effect.

"RESOLVED, that Frederick P. Paup, Chairman of the Board and Executive Vice President; John A. Holmes, President and CEO; James G. McNally, Chief Operating Officer and Executive Vice President; Jeffrey C. Arviso, Senior Vice President and Secretary; Gary L. Hendricks, Treasurer and Chief Financial Officer; John A. Roques, Senior Vice President; Ryan M. King, Senior Vice President; George H. Atkinson, Vice President; Shawn L. Hillis, Vice President; David M. Howard, Vice President; Daniel L. Hussin, Vice President; Bradley T Martin, Vice President; Mark F. Openshaw, Vice President; Laurie A. Pinard, Vice President; Henry R. Schorr Jr., Vice President; Michael F. Warwick, Vice President; Larry J. DaVico, Assistant Secretary; John D. Heckel, Assistant Secretary; Kyle B. Howell, Assistant Secretary; Matthew A. Lehmann, Assistant Secretary; Jan L. Lindsey, Assistant Secretary; Nancy Lee A. Oczkowski, Assistant Secretary; Brandt A. Stagni, Assistant Secretary; and Mark O. Stuessy, Assistant Secretary; be authorized on behalf of Manson Construction Co. to sign Bids and Bid Bonds and to execute Contracts, Performance and Payment Bonds, and all other documents necessary for the execution and progress of contracts."

IN WITNESS WHEREOF, I have signed this instrument and caused the corporate seal of said corporation to be affixed this 17th day of September 2020.

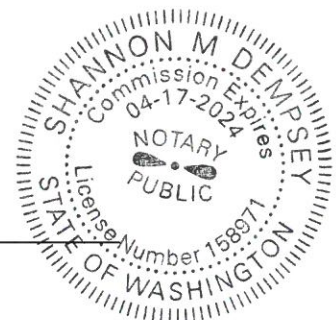
CORPORATE SEAL Jeffrey C. Arviso
Senior Vice President and Secretary
MANSON CONSTRUCTION CO.

STATE OF WASHINGTON)

COUNTY OF KING)

Subscribed and sworn before me this 17th day of September 2020.

Notary Public in and for the State of Washington, residing in Lake Stevens.



PACIFIC NORTHWEST (HQ)
5209 E. Marginal Way South
Seattle, WA 98134
p: 206.762.0850
f: 206.764.8590

NORTHERN CALIFORNIA
1401 Manna Way South, Suite 330
Richmond, CA 94804
p: 510.232.6319
f: 510.232.4528

SOUTHERN CALIFORNIA
340 Golden Shore, Suite 310
Long Beach, CA 90802
p: 562.983.2340
f: 562.436.2156

GULF REGION
408 Old Bayou Dularge Road
Houma, LA 70363
p: 985.580.1900
f: 985.580.1901

EAST COAST REGION
5985 Richard Street, Suite 1
Jacksonville, FL 32216
p: 904.821.0211
f: 904.443.6251

IN WITNESS WHEREOF, the said Principal and the said Surety have duly executed this bond the 29th day of June, 2021.

ATTEST:

Nancy Brooks
Signature

Nancy Brooks
Type/Print Name

[Signature]
Signature

LARRY J. DAVICO
Type/Print Name

Signed, Sealed and Delivered in the Presence of:

Mandy Keltner
Signature

Mandy Keltner, Witness
Type/Print Name

[Signature]
Signature

Katie Snider, Witness
Type/Print Name

Manson Construction Co.
(Principal Company Name)

[Signature]
Signature

Henry R. Schorr, Jr.
Type/Print Name

Vice President
Title

AS PRINCIPAL
Title

Liberty Mutual Insurance Company
(Surety Company Name)

[Signature]
Signature

Cynthia L. Jay
Type/Print Name

Attorney-in-Fact
Title

AS SURETY
Title

Name of Agent: Propel Insurance

Address: 601 Union #3400

Seattle, WA 98101

Countersigned:

By N/A - No longer required by law
Resident Agent
State of Florida

Name of Firm: _____

Address: _____

Form Approved:

Assistant General Counsel



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8205061-023049

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aliceon A. Keltner, Alyssa J. Lopez, Amelia G. Burrill, Annelies M. Richie, Brandon K. Bush, Brent E. Heilesen, Carley Espiritu, Christopher Kinyon, Cynthia L. Jay, Diane M. Harding, Edward Sims, Eric A. Zimmerman, Erica E. Mosley, Heather L. Allen, Holli Albers, Jacob T. Haddock, James B. Binder, Jamie L. Marques, Katharine J. Snider, Kyle Joseph Howat, Terrie Conard

all of the city of Tacoma state of WA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 19th day of March, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 19th day of March, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of June, 2021.



By: Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



Formal Bid and Award System

Award #5

August 19, 2021

Type of Award Request: REQUEST FOR PROPOSAL (RFP)
Request #: 167
Requestor Name: Thomas, Paul M. - Mgr Safety & Health Services
Requestor Phone: (904) 665-6109
Project Title: Occupational Medical Services
Project Number: HEA0203
Project Location: JEA
Funds: O&M
Budget Estimate: \$1,456,440.00

Scope of Work:

The purpose of this Request for Proposals (this "RFP") is to evaluate and select a firm ("Company" or "Proposer") to provide occupational medical services to JEA (collectively, the "Work" or "Services").

JEA requires onsite medical services to facilitate the health and safety of its employees and meet the business needs of associated processes. The awarded Company will primarily staff, furnish, maintain and perform medical and administrative services at the JEA Medical Clinic currently located at 2525 N. Pearl Street, Jacksonville, FL 32206. The Company shall provide specific medical services as described herein. The Company will provide qualified, experienced, certified and licensed medical and support personnel for the State of Florida. The personnel shall have specific experience in dealing with occupational medicine and industrial medical cases.

JEA IFB/RFP/State/City/GSA#: 1410336848
Purchasing Agent: Selders, Elaine
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Amount
JACKSONVILLE CARENOW URGENT CARE, LLC	Jeannie Jacobson	Jeannie.Jacobson@hcahealthcare.com	4888 Town Center Pkwy, Ste 107, Jacksonville, Florida 32246	\$1,456,440.00

Amount for entire term of Contract/PO: \$1,456,440.00
Award Amount for remainder of this FY: \$0.00
Length of Contract/PO Term: Three (3) Yrs. w/Three (3) – 1 Yr. Renewals
Begin Date (mm/dd/yyyy): 10/01/2021
End Date (mm/dd/yyyy): 09/30/2024
Renewal Options: YES - Three (3) – 1 Yr. Renewals
JSEB Requirement: N/A– Optional

BIDDER:

Name	3 Year Amount	Rank	Final Score
JACKSONVILLE CARENOW URGENT CARE, LLC	\$1,532,160.00	1	77.66
PRIMARY CARE PLUS	\$1,080,750.00	2	67.00
CONCENTRA	N/A	N/A	Disqualified

Background/Recommendations:

Advertised on 06/24/2021. Two (2) companies attended the optional Pre-Proposal meeting on 06/30/2021. At Proposals opening on 07/20/2021, JEA received three (3) Proposals but one was disqualified for not providing the all-inclusive pricing as requested on the Proposal Workbook. The companies were evaluated on rates, professional experience, past performance and company experience and design approach. Jacksonville CareNow Urgent Care, LLC has been deemed the highest evaluated Responsive and Responsible Proposer. A copy of the Proposal Form, Proposal Workbook and Evaluation Results are attached as backup.

When comparing the all-inclusive monthly rate between the current contract (\$27,756.00) and the new contract (\$34,950.00), it resulted in an estimated 26% percent increase or \$258,984.00 over the three year term. The increased monthly rate has been attributed to medical staff price increases, and it should be noted that the current service provider notified JEA earlier this year that they would not be interested in continuing to provide these services. The original award amount of \$1,532,160.00 was approximately 17% higher than the forecasted budget estimate and the business made the decision to reduce the award amount by \$75,720.00 to match their budget for FY22. The services listed on Part B of the Workbook are optional services and the business feels it can plan to stay within their budgeted amount. The reduced award amount of \$1,456,440.00 has been deemed reasonable due to increased costs in the healthcare industry.


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

Total cost difference: \$258,984.00 (unit price increase = \$258,984.00)

1410336848 - Request approval to award a contract to Jacksonville CareNow Urgent Care, LLC for Occupational Medical Services in the amount of \$1,456,440.00, subject to the availability of lawfully appropriated funds.

Manager: Thomas, Paul M. - Mgr Safety & Health Services
Director: Long, Anthony B. - Dir Safety & Health Services
Chief: Emanuel, L. David. - Chief Human Resources Officer

APPROVALS:

 August 19, 2021

Chairman, Awards Committee **Date**

  8/19/21

Budget Representative **Date**

PROPOSER INFORMATION:

PROPOSER NAME: Jacksonville CareNow Urgent Care, LLC

BUSINESS ADDRESS: 4888 Town Center Pkwy, Suite 107

CITY, STATE, ZIP CODE: Jacksonville, FL 32246

TELEPHONE: (904) 800-1735

FAX: (904) 641-6297

EMAIL OF CONTACT: Jeannie.jacobson@hcahealthcare.com

WEBSITE: carenow.com

Description of Services – 1410336848 Occupational Medical Services	Total Three Year Proposal Price
Part A Total Three Year Proposal Price – Transfer total from Appendix B – Proposal Workbook (E29)	\$1,258,200.00
Part B Total Three Year Proposal Price – Transfer total from Appendix B – Proposal Workbook (E20)	\$273,960.00
Part A & Part B Total Three Year Proposal Price – Add the two totals for Part A and Part B together (Sum of all services)	\$1,532,160

Quotation of Rates

	SERVICE	RATE/FEE/CHARGE
1.	Complete Medical Certificate form; Review job requirements/ criteria; general review of systems; height, weight, temperature, pulse, blood pressure; audiometric testing; color vision and visual acuity testing; determine ability to perform job requirements; indicate and pre-existing condition for pension purposes	Basic Physical \$75.00 Audiogram \$35.00 Vision \$20.00 Ea
2.	Chest X-ray, one view	\$45.00
3.	Chest X-ray, two view	\$60.00
4.	EKG, when specified	\$55.00
5.	Back X-ray with range of motion examination and functional capacity, two view Lumbar Spine, when specified	\$65.00

6.	Tuberculin Test (PPD), or other labs, when specified	\$20.00 (includes TB read)
7.	Pulmonary Function Test, when specified	\$45.00
8.	Hepatitis Profile, when specified	Hep A \$92.00 Hep B \$70.00 Hep C \$89.00
9.	Urine specimen collection for 7 Panel Drug Screen (Cannabinoids, Cocaine, Opiates, 6-Acetylmorphine, Phencyclidine, Amphetamines, Methylenedioxymethamphetamine) a. Initial Test b. Confirmation test by GC/MS c. Additional lab fees (e.g. retest of specimen, quantitative)	Standard 7 Panel (Includes confirmation, lab fee's, MRO services) \$45.00
10.	Urine specimen collection for 5 Panel Drug Screen (Amphetamines, Cocaine, Cannabinoids, Opiates, Phencyclidine, Barbiturates, Benzodiazepines, Methaqualone, Methadone, Propoxyphene). a. Initial Test b. Confirmation test by GC/MS c. Additional lab fees (e.g. retest of specimen, quantitative)	Standard 5 Panel (Includes confirmation, lab fee's, MRO services) \$40.00
11.	Medical Review Officer (MRO) services to interpret all Controlled Substances Screens	Included in MRO Fee
12.	Alcohol Screen: a. Blood Specimen b. Evidential Breath Test (EBT) c. Confirmation EBT	A.\$45.00 B.\$35.00 C. \$0 (included)
13.	Chemistry Profile (SMAC LP UA CBC Diff) Including Reticulocyte Count	SMAC \$30.00 LP UA \$20.00 CBC \$36.00

14.	Titmus vision examination, when specified	\$20.00
15.	Hemoglobin A1C (HbA1C)	\$55
16.	HIV / AIDS, when specified	\$120
17.	Interferon Blood Test for TB	Quantiferon Gold \$120.00

18.	Complete Blood Count w/Differential & Platelet Evaluation	\$20.00
19.	Blood Lead Screen	\$72.00
20.	Blood Lead Screen with ZPP	\$54.00
21.	Heavy Metal Screen (Ar, Cd, Cr, Mr)	\$174
22.	Urinalysis Dip Without Microscopy	\$20
23.	Fitness-for-duty physical examination	Criteria Dependent
24.	Flu	\$20.00
25.	Respirator Mask Fit	\$55.00
26.	Tetanus	Titer \$140.00 Vaccine \$60.00

Services Approach

Describe your firm’s approach in providing the services described in the Scope of Work for this RFP. Describe the approach of how your firm will manage the scope of services specifically addressing the items below:

- Number of People directly employed by the company currently.
If selected to serve this RFP, we would have a dedicated provider to oversee the JEA on-site clinic. Additionally, an on-site medical support associate would be at the on-site clinic during operating hours. Currently, our CareNow location in Jacksonville has

Position	Years of Experience	Status	Count
MD	15+	Part Time	2
APP (mid-level)	15+	Full Time	2
RN	11	Full Time	1
LPN	4-10	Full Time	2
RN	2 as RN, LPN 6 years prior	Part Time	1
X-Ray	7-10	Part Time	5
X-Ray	2	Full Time	1
Front Desk	2-10	Full Time	2
Front Desk	4	Part Time	1

- Total number of people covered by physician in other accounts. Daily in-center staffing includes front desk, nursing and x-ray tech to support on-site Physician/APP. No on-site arrangements local to Jacksonville currently, all staff outlined above is at the Urgent Care Center. If selected for RFP, would have dedicated staff at the on-site to serve JEA need and above staff would be at Center to support JEA if Urgent Care Services are needed at the CareNow Urgent Care location.
- Discuss how X-Ray services will be provided include a description of on or off site approach. If on site, how many of the staff members are BMO (certified to take X-Rays). If selected for RFP, would hire associate certified to obtain x-rays. All of the x-ray staff at the Urgent Care are ARRT federally certified and have State of Florida Licensure as well.
- Quality Programs – Include description of what training is provided to your staff. How often is training provided, and does proposer evaluate the level of service provided to the customer? CareNow Urgent Care is UCA Accredited. Routine competency training and formal training sign off occurs for every new hire as well as annually to be sure that the staff remains proficient.
- In addition to the proposed JEA Clinic, would the Proposer have other locations in Jacksonville, FL, that can be utilized to support the Work at no additional charge? Yes, the CareNow Urgent Care located at 4888 Town Center Pkwy, Suite 107 Jacksonville, FL 32246 is open Monday-Saturday 8am-8pm and Sunday 8am-5pm. The Urgent Care location has X-Ray as well as lab services that fall under CLIA Waived Lab. Any labs through outside lab companies (Quest, Labcorp) can be picked up by courier daily.

CareNow has been in business for over 25 years. We service some of the largest employer groups in Jacksonville FL and in the U.S., such as large industrial and fulfillment organizations, airline companies, local organizations like fire, law and utilities supporting the cities where we have urgent care centers. We service a vast client base for occupational health needs as well as provide services to our clients depending on their individual needs.

Our clinics are open every day, besides observation of Thanksgiving and Christmas day, with extended hours to be accessible to the communities and clients we serve. Due to the size and scale of HCA, we have local, regional, and national layers of leadership support to ensure that our urgent care centers are successful. Our leadership structure includes but is not limited to oversight around our UCA Accreditation, Medical Quality, Occupational Health, Billing/Coding, Operations, and Compliance. For example, HCA was named by Etisphere as one of the most ethical companies in 2021 for the 11th time. LinkedIn also highlighted HCA as one of the top 50 companies to grow your career in the US with several key highlights around HCA’s response to caring for front line workers in response to the COVID19 pandemic. We partner with employers to provide occupational health services, but also to be a good community partner in caring for your employees and their families for their own personal health care needs. We

offer quality, convenient care. CareNow had telemedicine capabilities and a web-check-in option making it even more convenient for our employers and patients.

Proposers's Certification

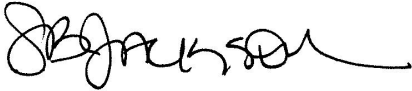
By submitting this Proposal, the Proposer certifies (1) that the Proposer has read and reviewed all of the documents pertaining to this RFP and agrees to abide by the terms and conditions set forth therein, (2) that the person signing below is an authorized representative of the Proposer, and (3) that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

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

Please initial below:

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

We have received addenda _____ 1 _____ through _____ 3 _____



07/19/2021

Signature of Authorized Officer of Proposer or Agent

Date

Suzanne Jackson, VP of Operations

(972) 956-5142

Printed Name & Title

Phone Number

APPENDIX B - PROPOSAL WORKBOOK**1410336848 OCCUPATIONAL MEDICAL SERVICES**

Directions: The Proposer shall complete the Proposal Workbook by submitting pricing or information in the yellow cells below. The Proposer shall provide a firm-fixed price quote for all Work in this Solicitation including all profit, taxes, benefits, travel, and all other overhead items. The three year total shall be transferred to the Proposal Form. The workbook represents estimated quantities and is to be used as a guideline and not a guarantee of work.

Company Name:

CareNow

Part A - Quotation of Rates for All Inclusive Services per Month

Item	Amount per Month	Provide Position Type (if requested)
Staffing		
Site Medical Director	\$1,500.00	
Full time: (Identify which position chosen) Physicians Assistant or Nurse Practitioner	\$16,500.00	
Full time: (Identify which position chosen) Paramedic or EMT	\$6,250.00	
Full time: Administrative Staff Assistant	\$3,250.00	
Services		
1st Aid/ Medical Treatment	\$150.00	
Pre-Employment Physicals	\$500.00	
Drug/Alcohol Analysis	\$1,500.00	
Fitness for Duty/Return to Work	\$725.00	
OSHA Requirements	\$725.00	
Wellness Services	\$150.00	
Equipment		
Major	\$1,000.00	
Minor	\$500.00	
Other		
Laboratory Fees	\$1,000.00	
1st Aid Supplies	\$500.00	
Vaccines (tetanus)	\$600.00	
Misc. Pharmaceuticals	\$100.00	
Monthly Total	\$34,950.00	

Three Year Total -Amount to be entered on Proposal Form**\$ 1,258,200.00**

APPENDIX B - PROPOSAL WORKBOOK**1410336848 OCCUPATIONAL MEDICAL SERVICES**

Directions: The Proposer shall complete the Proposal Workbook by submitting pricing in the yellow cells below. The Proposer shall provide a firm-fixed price quote for all Work in this Solicitation including all profit, taxes, benefits, travel, and all other overhead items. The three year total shall be transferred to the Proposal Form. The workbook represents estimated quantities and is to be used as a guideline and not a guarantee of work.

Company Name:

CareNow

Part B - Quotation of Rates for Specific Activities (Services to be available, but not included in Monthly Fee)

Activity	Estimated Annual Quantity	Amount	Total
Flu Shots and Hepatitis Shots - Provide a price per shot, inclusive of multiple offerings and locations, serum, personnel, forms, and administration of program.			
Flu Shot	100	\$20.00	\$2,000.00
Hepatitis Shot A 1st	20	\$92.00	\$1,840.00
Hepatitis Shot A 2nd	20	\$120.00	\$2,400.00
Hepatitis Shot B 1st	28	\$180.00	\$5,040.00
Hepatitis Shot B 2nd	28	\$180.00	\$5,040.00
Hepatitis Shot B 3rd	28	\$0.00	\$0.00
First Aid/CPR/AED Training - Price class of up to twenty participants			
First Aid/CPR/AED Training	25	\$0.00	\$0.00
EMT Hourly Rate for Outages and Agility Testing - Price per hour typically weekends or nights			
EMT Hourly Rate for Outages and Agility Testing	500	\$150.00	\$75,000.00
Annual Total			\$91,320.00

Three Year Total -Amount to be entered on Proposal Form**\$ 273,960.00**

Occupational Medical Services

Vendor Rankings	T. Long	P. Thomas	G. Warren	Σ Rank	Rank	Bid Amount
CareNow	1	1	1	3	1	\$1,532,160.00
Primary Plus	2	2	2	6	2	\$1,080,750.00

T. Long	Quotation of Rates (30 Points)	Professional Experience (20 Points)	Company Experience (25 Points)	Design Approach (25 Points)	Total	Rank
CareNow	21.33	18	16	24	79.33	1
Primary Plus	30	18	19	10	77	2

P. Thomas	Quotation of Rates (30 Points)	Professional Experience (20 Points)	Company Experience (25 Points)	Design Approach (25 Points)	Total	Rank
CareNow	21.33	16	15	23	75.33	1
Primary Plus	30	12	16	8	66	2

G. Warren	Quotation of Rates (30 Points)	Professional Experience (20 Points)	Company Experience (25 Points)	Design Approach (25 Points)	Total	Rank
CareNow	21.33	16	18	23	78.33	1
Primary Plus	30	14	4	10	58	2

Overall Averages	Quotation of Rates (30 Points)	Professional Experience (20 Points)	Company Experience (25 Points)	Design Approach (25 Points)	Total
CareNow	21.33	16.67	16.33	23.33	77.66
Primary Plus	30.00	14.67	13.00	9.33	67.00

Revised Basis of Award - Occupational Medical Services

The original award amount of \$1,532,160.00 was approximately 17% higher than the forecasted budget estimate and the business made the decision to reduce the award amount by \$75,720.00 to match their budget for FY22. The services listed on Part B of the Workbook are optional services and the business feels it can plan to stay within their budgeted amount.

The following will be the updated cashflow for the term of the contract:

FY22	\$435,000.00
FY23	\$510,720.00
FY24	\$510,720.00



Formal Bid and Award System

Award #6 August 19, 2021

Type of Award Request: PROPOSAL (RFP)
Requestor Name: Schoettler, Kyle C. - Mgr W/WW System Operations & Customer Response
Requestor Phone: (904) 665-8946
Project Title: Subsurface Utility Engineering and Locate Services
Project Number: Various
Project Location: JEA
Funds: Capital and O&M
Budget: \$500,000.00 (awarded to budget)

Scope of Work:

The scope of work includes subsurface utility engineering (SUE) and locate services generally located within the Nassau County, Duval County, and St. Johns County areas on an as- needed basis. No quantity of work is guaranteed. The purpose of the subsurface utility engineering and locate services is to physically locate and identify underground utility lines by providing Quality Level A services, otherwise known as test holing or pot holing, to locate a utility horizontally and vertically by survey measurements.

JEA IFB/RFP/State/City/GSA#: 1410297246
Purchasing Agent: Kruck, Dan
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
ETM SURVEYING & MAPPING, INC.	Scott Graham	grahams@etmsurvey.com	14775 Old St. Augustine Rd., Jacksonville, FL 32258	(904) 642-8550	\$500,000.00

Amount for entire term of Contract/PO: \$500,000.00
Award Amount for remainder of this FY: \$0.00
Length of Contract/PO Term: Three (3) Yrs. w/Two (2) – 1 Yr. Renewals
Begin Date: 10/01/2021
End Date: 09/30/2024
Renewal Options: YES - Two (2) – 1 Yr. Renewals
JSEB Requirement: Five Percent (5%) Evaluation Criteria
Comments on JSEB Requirements:
 Smith Surveying Group (Survey) – 4%

PROPOSERS:

Name	Amount	Rank
ETM SURVEYING & MAPPING, INC.	\$500,000.00	1
T2 UES, INC.	N/A	2
MCKIM & CREED, INC.	N/A	3
INFRAMAP CORP.	N/A	4
DRMP, INC.	N/A	5
SOUTHEASTERN SURVEYING AND MAPPING CORPORATION	N/A	5

Background/Recommendations:

Advertised on 03/31/2021. Six (6) prime companies attended the optional pre-proposal meeting held on 04/09/2021. At proposal opening on 05/04/2021, JEA received six (6) Proposals. The public evaluation meeting was held on 06/23/2021 and JEA deemed ETM Surveying & Mapping, Inc. most qualified to perform the work. A copy of the evaluation matrix and negotiated fees are attached as backup.

Negotiations with ETM Surveying & Mapping, Inc. were successfully completed for the unit prices that will be used for individual task orders for SUE work throughout JEA’s service territory. The task orders will be limited to the amounts based in Florida Statute 287.055 Consultants’ Competitive Negotiation Act (CCNA), as amended, for continuing contracts (i.e., the estimated construction cost of each individual project under the contract does not exceed \$4 million, and the fee for professional services for each individual study under the contract does not exceed \$500,000).

The award amount is the budgeted amount for SUE services for the initial contract term. The unit prices are in line with current pricing that JEA pays for SUE work on projects and is deemed reasonable.

1410297246 – Request approval to award a contract to ETM Surveying & Mapping, Inc. for Subsurface Utility Engineering and Locate Services in the amount of \$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:


_____ August 19, 2021

Chairman, Awards Committee **Date**


_____ 8/19/21

Budget Representative **Date**

1410297246 Subsurface Utility Engineering and Locate Services

Vendor Rankings	Justin Sencer	Kerry Lewis	Kyle Schoettler	Σ Rank	Rank
ETM Surveying & Mapping, Inc.	2	1	1	4	1
T2 UES, Inc.	1	2	4	7	2
McKim & Creed, Inc.	3	3	2	8	3
InfraMap Corp.	6	5	2	13	4
DRMP, Inc.	5	4	6	15	5
Southeastern Surveying and Mapping Corporation	4	6	5	15	5

Justin Sencer	Company Experience (95 Points)	JSEB (5 Points)	Total	Rank
DRMP, Inc.	65	0	65.00	5
ETM Surveying & Mapping, Inc.	74	3	77.00	2
InfraMap Corp.	60	4	64.00	6
McKim & Creed, Inc.	70	4	74.00	3
Southeastern Surveying and Mapping Corporation	65	4	69.00	4
T2 UES, Inc.	80	4	84.00	1

Kerry Lewis	Company Experience (95 Points)	JSEB (5 Points)	Total	Rank
DRMP, Inc.	80	0	80.00	4
ETM Surveying & Mapping, Inc.	90	3	93.00	1
InfraMap Corp.	75	4	79.00	5
McKim & Creed, Inc.	80	4	84.00	3
Southeastern Surveying and Mapping Corporation	70	4	74.00	6
T2 UES, Inc.	85	4	89.00	2

Kyle Schoettler	Company Experience (95 Points)	JSEB (5 Points)	Total	Rank
DRMP, Inc.	60	0	60.00	6
ETM Surveying & Mapping, Inc.	85	3	88.00	1
InfraMap Corp.	80	4	84.00	2
McKim & Creed, Inc.	80	4	84.00	2
Southeastern Surveying and Mapping Corporation	60	4	64.00	5
T2 UES, Inc.	75	4	79.00	4

Overall Averages	Company Experience (95 Points)	JSEB (5 Points)	Total
DRMP, Inc.	68.33	0.00	68.33
ETM Surveying & Mapping, Inc.	83.00	3.00	86.00
InfraMap Corp.	71.67	4.00	75.67
McKim & Creed, Inc.	76.67	4.00	80.67
Southeastern Surveying and Mapping Corporation	65.00	4.00	69.00
T2 UES, Inc.	80.00	4.00	84.00

Appendix B - Forms
Solicitation # 1410297246 Subsurface Utility Engineering and Locate Services

**APPENDIX B
RESPONSE FORM**

COMPANY INFORMATION:

COMPANY NAME: ETM Surveying & Mapping, Inc.
 BUSINESS ADDRESS: 14775 Old St. Augustine Road
 CITY, STATE, ZIP CODE: Jacksonville, Florida 32258
 TELEPHONE: (904) 642-8550
 EMAIL OF CONTACT: GrahamS@etmsurvey.com

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

Upload 1 electronic signed copy of this Response and Minimum Qualification Form with your Response Submission

Company's Certification

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

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

We have received addenda 0 through 0



Signature of Authorize Officer of Company or Agent

5/4/2021

Date

Scott A. Graham, PSM, Vice President

Printed Name & Title

(904) 642-8550

Phone Number

Submit an electronic version, signed pdf version of this form uploaded to JEA’s sourcing platform (Zycus online sourcing platform), prior to Response Close Date & Time (Response Due Date).

Subsurface Utility Designate and Locate Services

Item No.	Description	Unit Price
1	VAC 0-4' Depth (each)	\$400.00
2	VAC >4'-8' Depth (each)	\$475.00
3	VAC >8'-12' Depth (each)	\$7,500.00
4	VAC >12'-16' Depth (each)	\$1,050.00
5	Exploratory test trench, VACE (>2', Per LF) (4' Depth)	\$200.00
6	Exploratory test trench, VACE (>2', Per LF) (>4'-8' Depth)	\$400.00
7	Additive Alternate No. 1 – PAV 0-3" (each)	\$70.00
8	Additive Alternate No. 2 – PAV >3"-6" (each)	\$90.00
9	Additive Alternate No. 3 – PAV >6"-12" (each)	\$150.00
10	Additive Alternate No. 4 – PAV >12" (each)	\$170.00
11	MOT – FDOT Roadway – per day (to include time to obtain an approved FDOT Permit)	\$590.00
12	MOT – COJ Roadway – per day	\$200.00



Formal Bid and Award System

Award #7 August 19, 2021

Type of Award Request: CONTRACT AMENDMENT/CHANGE ORDER
Requestor Name: Edgar, Cindy L. - Dir Eng Systems & PMO
Requestor Phone: 904-665-7653
Project Title: Oracle Customer to Meter C2M Project Director Support and Critical Gap Assessment/Consulting
Project Number: 8004943
Project Location: JEA
Funds: Capital
Budget Estimate: N/A
Scope of Work:

The purpose of this Request for Proposal (the "RFP") is to evaluate and select a vendor that can provide Project oversight and governance services for the successful completion of JEA's project to transition from Oracle Utilities Customer Care & Billing (CC&B) to Oracle Utilities Customer to Meter (C2M). These services will include placement of a Project Director to work alongside JEA and vendor, and Assessment services to address critical path items impacting the project. The two (2) areas of support are more specifically addressed below:

Support Area 1: Consultant to act as Project Director to work alongside JEA and vendor resources for successful completion of the project. Duration would be through Go-Live of system, current planned for September 6, 2021. The Project Director would partner with JEA resources and stakeholders to offer the following:

- a. Project Leadership
 - Oversee Oracle, JEA and other resources assigned to the project
 - Conduct project review and progress meeting
 - Develop and implement a comprehensive program to manage risk
 - Review competing projects and potential resource constraints
- b. Project Governance
 - Leverage JEA PM to make necessary adjustments to master project schedule
 - Implement project processes or tasks needed to ensure linkage to deliverable and reporting
 - Enhance systems or tools needed to effectively manage project costs, schedule and reporting
- c. Executive Reporting
 - Proactively manage sponsor communication through duration of the project
 - Create and distribute monthly executive reports and hold Steering Committee meetings

Support Area 2: Assessment of current project to identify critical issues and gaps and remediation steps to help resolve issues and formulate the change management plan for the business units and technology teams that includes required policy and procedural modifications:

- a. Review of project artifacts:
 - Reports, Interfaces, Customizations, Enhancements, and Forms
 - Conversion Strategy & execution status
 - Testing Strategy, Plan & execution status
 - Technical Architecture Diagram
 - Integration Architecture Diagram
 - ILM strategy & execution status
 - All Oracle SRs

- b. Assess progress across critical work-streams, focused on governance, testing, and conversion progress to date, to understand the state of the project.

JEA IFB/RFP/State/City/GSA#: 1410332648
Purchasing Agent: Dambrose, Nick
Is this a Ratification?: No

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
RED CLAY CONSULTING, INC.	Lynne Powers	lynne.powers@redclay.com	271 17TH ST NW, STE 610 Atlanta, GA 30363-6204	(678)445-3770 x 284	\$517,535.00

Amount of the Original Award: \$299,860.00
Date of the Original Award: 06/04/2021
Change Order Amount: \$517,535.00
Length of Contract: Project Completion
New Not to Exceed Amount: \$817,395.00
End Date (mm/dd/yyyy): Project Completion (Estimated Go Live February 2022)
JSEB Requirement: None. No JSEBs Available

Background/Recommendations:

Advertised RFP on 05/05/2021. Two (2) prime companies attended the optional pre-Response meeting held on 05/10/2021. At Response opening on 05/14/2021, JEA received one (1) Response. In addition to price, the supplier Responses were also evaluated on Past Performance, Professional Staff Experience, and Design Approach and Workplan. An informal PO was awarded to Red Clay Consulting, Inc. A copy of Red Clay Consulting, Inc original pricing and bid results are attached as backup.

This change order request is for additional funds of \$517,535.00 for additional services needed for Implementation support from Red Clay Consulting, Inc. for the Oracle Customer to Meter C2M project. Payment for this change order will be based on lump sum milestone payments once the milestones are completed and accepted by JEA. Red Clay provided a fixed milestone-based proposal at a 29% discount. See the attached limited notice to proceed proposal is attached backup. Note, JEA will come back to awards and request additional funds and services for FY22.

The following additional services and milestones will be included as part of the work planned to be completed by September 30, 2021:

- C2M Project Governance Structure Established
- Updated Test Strategy
- Updated Training Strategy
- Training Needs Assessment


Red Clay Consulting, Inc. is uniquely qualified to assist JEA at this critical point in the C2M Upgrade Project. Red Clay has been working with JEA since the beginning of June 2021. They have met with 40+ project team members and provided insights into the project's current state with recommended next steps. In this next phase, Red Clay will establish project governance infrastructure and provide C2M implementation expertise to enable the C2M project to go live successfully.

Request approval to award a change order to Red Clay Consulting, Inc. for additional services needed for implementation support for the Oracle Customer to Meter C2M project in the amount of \$517,535.00, for a new not-to-exceed amount of \$817,395.00, subject to the availability of lawfully appropriated funds.

Director: Edgar, Cindy L. - Dir Eng Systems & PMO

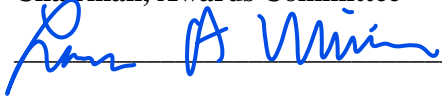
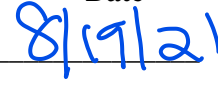
VP: Datz, Stephen H. - Interim Chief Information Officer

APPROVALS:

 August 19, 2021

Chairman, Awards Committee

Date

Budget Representative

Date

LIMITED NOTICE TO PROCEED

August 17, 2021

Red Clay Consulting, Inc.
271 17th Street NW
Suite 610
Atlanta, GA 20263
Attention: Lynne Powers – Executive Director, Sales & Marketing

Dear Ms. Powers:

RE: JEA C2M Path Forward Proposal (the "Project")

In accordance with our discussions and meetings, JEA is pleased to enter into this Limited Notice to Proceed, setting out the terms and conditions under which JEA would be prepared to enter into a Statement of Work with Red Clay Consulting, Inc. ("Red Clay") relating to services for implementation support for the C2M project, submitted to JEA Stakeholders on July 26, 2021, subject to the following conditions precedent for the benefit of JEA and Red Clay:

- A. Negotiations of a formal Statement of Work (SOW) on terms and conditions between the parties;
- B. JEA Awards Committee approval of a formal SOW between JEA and Red Clay; and
- C. Execution and delivery of such formal SOW by JEA and Red Clay.

(collectively the "**Conditions Precedent**")

In the event that any of the Conditions Precedent are not satisfied or are waived in writing by either JEA or by Red Clay on or before August 30, 2021, neither party shall have any obligation or liability to the other, except as provided for in this Limited Notice to Proceed.

Authorization to Proceed with part of the Project

1. Upon full execution of this Limited Notice to Proceed, JEA authorizes Red Clay to proceed with providing support project activities as described in the Estimate up to a value of \$517,535 in fees.
 - a. JEA agrees to pay Red Clay for the direct, verifiable cost of the labor required to perform the Work that is incurred by Red Clay up to the amount noted above.
 - b. Invoices submitted for completion of the Work authorized by this Limited Notice to Proceed are due and payable to Red Clay on the later of net 30 days from date of receipt of a valid invoice; or the date of assignment of an applicable purchase order number by JEA.
2. Red Clay agrees to indemnify and save harmless JEA, its directors, officers, servants, agents, or employees, and their heirs, executors, administrators, successors and assigns, or any of them,

from and against any liabilities, losses, expenses (including legal costs on a solicitor-client basis), claims, demands, actions, and causes of action, whatsoever suffered by JEA by reason of, or in any way arising out of or in connection with this Limited Notice to Proceed, excepting only to the extent caused by the negligence or willful misconduct of JEA or JEA's directors, officers, servants, agents or employees. Such indemnification shall survive expiration or early termination of this Limited Notice to Proceed.

3. Except as otherwise provided, this Limited Notice to Proceed shall not create legal relations between JEA and Red Clay. Rather, this is an expression of an intention by JEA to enter into a formal SOW with Red Clay for provision of the services. Any such legal relationship shall only be created by the execution and delivery of a formal SOW between JEA and Red Clay. All activities performed and delivered pursuant to this Limited Notice to Proceed shall be deemed to have been provided under the formal SOW upon execution.
4. Subject to applicable local, state and federal provisions governing the disclosure of public records, the terms of this Limited Notice to Proceed and any formal SOW which may result therefrom shall be entirely confidential unless otherwise agreed to by both parties in writing. If either party is required to disclose the existence of this Limited Notice to Proceed, such party shall make reasonable efforts to first notify the other party in writing and to provide as much time as possible to the non-disclosing party to seek a protective order preventing such disclosure. The confidentiality obligations in this section shall be legally binding and shall survive the expiry or termination of this Limited Notice to Proceed regardless of whether any formal contract is executed.
5. JEA shall have the right to terminate this Limited Notice to Proceed for its own convenience, and JEA's sole liability to Red Clay in such event shall be to make payment owing for services rendered up to the date of termination.
6. All dollar amounts described in this Limited Notice to Proceed are in U.S. Dollars.
7. Each party hereto represents and warrants to the other that the undersigned is duly authorized to execute this Limited Notice to Proceed for completion of the Work described herein.

[Remainder of Page Left Blank Intentionally]

If you are in agreement with the terms of this Limited Notice to Proceed, please signify such agreement by signing in this space provided below and by returning a copy of this Limited Notice to Proceed to the undersigned at 44 West Ashley Street, 5th Floor, Jacksonville, FL 32202 no later than 5 p.m. EST, August 18, 2021, failing which this Letter of Intent shall be null and void.

JEA

Per: 

Name: Jenny McCollum

Title: Director of Procurement and Chief Procurement Officer

Agreed and Accepted this 17th day of August, 2021.

Red Clay Consulting, Inc.

Per: 

Name: Paul Marnell

Title: CEO

S.No	Question	Weightage	Scorer	Scores	
				RED CLAY, CONSULTING, INC. (sales@redclay.com)	
				Weighted Scores	Scorer Comments
Grand Total of Scores				83.4	
Supplier Rank				1	
1	(35) Quotation of Rates	35		35	
				Nick Dambrose	35
Question Average Score				35	
Section Total of Scores				35	
2	(20) Minimum Qualifications - Past Performance/Company Experience	20		14.05	
2.5	Reference 2	100		14.05	
				Cindy Edgar	17
				Jose Garcia	20
				Sheila Pressley	16
				Stephen Datz	3.2
				80% Reference 1 -2 pts - Multi-service (electric/water) -2 pts - CC&B / MDM (not completed w/MDM)	
Question Average Score				14.05	
3	(25) Professional Staff Experience	25		20	
3.1	Maximum points: 25 pointsThe firm shall provide up to 2-3 resumes of the potential Project Director to be assigned to this engagement. JEA shall select and evaluate the one (1) most preferred candidate. Resumes are limited to three (3) pages, 8 ½" by 11" single sided. At a minimum, the resume shall present the job role as described above, location, title, years of service with the company, applicable professional registrations, education, and work experience. The resumes must identify experience providing Project Director services for a large C2M implementation. The resumes shall be no more than three (3) pages in length. For maximum scoring, JEA shall emphasize successful experience in the following areas:Project Director needs to have worked on at least two CIS implementationsProject Director should have at least 8 – 10 years of experience managing large scale projectsProject Director should have experience in CC&B and C2M, and be familiar with metering vendor solutions for electric and water utilities.	100		20	
				Cindy Edgar	25
				Jose Garcia	25
				Sheila Pressley	25
				Stephen Datz	5
				Candidates possess experience in like projects and utilities about the same size of JEA; both candidates have good experience in roles like project director or similar functions.	
				80% Relevant Experience -1 pt - C2M/Metering Experience Water Depth of Experience - 1 pt - Pertinent Experience (Water)	
Question Average Score				20	
Section Total of Scores				20	
4	(20) Ability to Design an Approach and Workplan	20		14.35	
4.1	Maximum score: 20 PointsProposer shall include a detailed plan to realize project goals, timetables, and objectives; and the demonstrated general ability to bring about a successful completion of this scope of work under the Proposer's direction including any and all project assumptions. In particular, Proposer shall detail its methodology to successfully complete the assigned scope of work and deliverables. Proposer shall also detail its project management methodology to ensure successful and timely completion of scope of work.The Response should describe a work plan, including an explanation of the methodology, the financial requirements, and all compliance aspects of the engagement. Identify the tasks to be performed to complete the engagement and prepare a proposed timeline of how long it typically takes to complete an assessment per task assigned. The proposed overall schedule should include a hybrid (remote /on-site) work schedule. Proposer is to provide a strategy development timeline, aligned with activities and deliverables noted in the scope of work, in their response.For maximum scoring, JEA shall emphasize attention in the following areas:Assessment approach and how it will be conducted and managedFramework on how the Project Director will interaction with JEA team, leadership and vendorActual work examples are encouraged.	100		14.35	
				Cindy Edgar	17
				Jose Garcia	19.2
				Sheila Pressley	18
				Stephen Datz	3.2
				Red Clay presentation (Solution Assessment) shows the ability to adjust the initial / original plan to minimize adverse impact and cost overruns, also is showing a path forward as recommendation for the decision making team in the Utility. Agility and Experience is key and managing expectation and final results well played out. I'm only subtracting a couple of points since I did not see key milestones of the high level plan, which I would normally expect in this type of presentation.	
				80% Redacted JEA C2M Project Director and Critical Gap Assessment Proposal and RCC Solution Assessment Recommendation PDFs did not provide any value as part of the evaluation scoring. Missing Examples -2 pts - Assessment Evaluation Approach - Metrics -2 pts - Status Reports (Quality/Value)	

1410332648 - C2M Project Director Support and Critical Gap Assessment

Appendix B - Response Workbook

SECTION 1. HOURLY RATES

The following hourly rates shall apply to successfully complete all of the deliverables of the C2M Program Director Support and Critical Gap Assessment as described in 1.2) Scope of Work. All bid prices shall include all travel, parts, tools and materials to complete the service. No additional fees shall apply.

ITEM NO.	TITLE OF TEAM MEMBER	% WEIGHT	HOURLY RATE
1.1	Project Director	100%	\$159.50
1.2	Hourly Rate for C2M Program Director Support and Critical Gap Assessment		\$159.50

SECTION 2. NOT TO EXCEED HOURS

The following NOT TO EXCEED HOURS shall apply to successfully complete all of the deliverables of the C2M Program Director Support and Critical Gap Assessment as described in 1.2) Scope of Work.

ITEM NO.	DELIVERABLE	NOT TO EXCEED HOURS
2.1	Support Area 1:	800
2.2	Support Area 2:	1080
2.3	Total Not to Exceed Hours for C2M Program Director Support and Critical Gap Assessment	
		1880

ITEM NO.	This Amount Will Be Transferred To Page 1 of Appendix B - Response Form		
3.1	Total Price - Support Area 1:	\$	127,600.00
3.2	Total Price - Support Area 2:	\$	172,260.00
3.3	Total Bid Price <i>(Transfer this Amount where indicated into Zycus e-Sourcing Tool)</i>	\$	299,860.00