

JEA AWARDS COMMITTEE

JULY 09, 2020 MEETING MINUTES

The JEA procurement Awards Committee met on July 09, 2020, via WebEx

WebEx Meeting Number (access code): 160 894 5251

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 Alan McElroy, Juli Crawford, Brandon Edwards, Stephen Datz, and Wayne Young as voting Committee Members.

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.

Chair McCollum announced that the meeting was being held remotely to slow the spread of the Covid-19 virus and to encourage social distancing and that pursuant to Governor DeSantis' Executive Order 20-69, local governments were allowed to hold public meetings using communications media technology rather than in a physical location. She stated that the JEA Awards Committee meeting was being held by virtual means via WebEx which allows interested persons to view and participate in the meeting remotely. Additionally, Chair McCollum and Landon Todd reviewed the WebEx meeting instructions and how public comment would be received and taken during the meeting.

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:

Chair McCollum verbally presented the Committee Members the proposed June 25, 2020 minutes contained in the board packet.

MOTION: Alan McElroy made a motion to approve the June 25, 2020 minutes (Award Item 1). The motion was seconded by Stephen Datz and approved unanimously by the Awards Committee (5-0).

The Committee Members reviewed and discussed the following Awards Items 2-7:

2. Request approval for the emergency award awarded purchase order to Element 1 Engineering Inc. for activated carbon injection systems for NGS in the amount of \$87,800.00, subject to the availability of lawfully appropriated funds.

MOTION: Wayne Young made a motion to approve Award Item 2 as presented in the board packet. The motion was seconded by Alan McElroy and approved unanimously by the Awards Committee (5-0).

3. Request approval to award a sole source contract to Element 1 Engineering for a NGS Unit 1 and 2 Carbon Injection systems in the amount of \$128,000.00, subject to the availability of lawfully appropriated funds.

MOTION: Stephen Datz made a motion to approve Award Item 3 as presented in the board packet with minor administrative change. The motion was seconded by Wayne Young and approved unanimously by the Awards Committee (5-0).

4. Request approval to award a contract to Fort Bend Services, Inc. for FBS-C882 proprietary blend of polymer emulsion for the Blacks Ford WRF in the amount of \$600,000.00, subject to the availability of lawfully appropriated funds.

MOTION: Alan McElroy made a motion to approve Award Item 4 with minor change to budget write up. The motion was seconded by Brandon Edwards and approved unanimously by the Awards Committee (5-0).

5. 051-20 - Request approval to award a contract to Century Elevator for construction services for the supply of two rack & pinion elevators for Brandy Branch Generating Station in the amount of \$620,000.00, subject to the availability of lawfully appropriated funds.

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

6. Request approval to award a sole source contract to Applied Specialties, for chemical supply, testing and controls in the amount of \$1,270,850.00, subject to the availability of lawfully appropriated funds.

MOTION: Brandon Edwards made a motion to approve Award Item 6 as presented in the board packet. The motion was seconded by Wayne Young and approved unanimously by the Awards Committee (5-0).

7. Request approval to award a contract to Evoqua Water Technologies LLC for the Buckman Primary Clarifiers - Flight and Chain Replacement project in the amount of \$945,375.00, subject to the availability of lawfully appropriated funds.

MOTION: Stephen Datz made a motion to approve Award Item 7 as presented in the board packet. The motion was seconded by Alan McElroy 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 for consideration.

Public Comments:

No additional public comment speaking period was taken.

Adjournment:

Chair McCollum adjourned the meeting at 11:18 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/

AWARDS COMMITTEE AGENDA

DATE: Thursday, July 09, 2020
TIME: 10:00 A.M.
PLACE: WebEx/Teleconference
WebEx Meeting Number (access code): 160 894 5251
WebEx Password: pxP6CqUSt63

Public Comments:

Awards:

1. Approval of the minutes from the last meeting (06/25/2020).
2. Request approval for the emergency award awarded purchase order to Element 1 Engineering Inc. for activated carbon injection systems for NGS in the amount of \$87,800.00, subject to the availability of lawfully appropriated funds.
3. Request approval to award a sole source contract to Element 1 Engineering for a NGS Unit 1 and 2 Carbon Injection systems in the amount of \$128,000.00, subject to the availability of lawfully appropriated funds.
4. Request approval to award a contract to Fort Bend Services, Inc. for FBS-C882 proprietary blend of polymer emulsion for the Blacks Ford WRF in the amount of \$600,000.00, subject to the availability of lawfully appropriated funds.
5. 051-20 - Request approval to award a contract to Century Elevator for construction services for the supply of two rack & pinion elevators for Brandy Branch Generating Station in the amount of \$620,000.00, subject to the availability of lawfully appropriated funds.
6. Request approval to award a sole source contract to Applied Specialties, for chemical supply, testing and controls in the amount of \$1,270,850.00, subject to the availability of lawfully appropriated funds.
7. Request approval to award a contract to Evoqua Water Technologies LLC for the Buckman Primary Clarifiers - Flight and Chain Replacement project in the amount of \$945,375.00, subject to the availability of lawfully appropriated funds.

Informational Item: 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.

07-09-2020 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 06/25/2020 meeting.
2	Emergency	Erixton	\$87,800.00	\$87,800.00	Element 1 Engineering	Project Completion	<p><u>NGS – Activated Carbon Injection System for Unit 1 and 2</u></p> <p>JEA brought in two activated carbon injection skids on a rental basis to correct emissions issue on units 1 and 2. JEA is intending to purchase two rental skids subject to the approval of award 2.</p> <p>FY 20 - \$87,800.00</p>
3	Sole Source	Erixton	\$128,000.00	\$128,000.00	Element 1 Engineering	Project Completion	<p><u>Carbon Injection Equipment Purchase</u></p> <p>Purchase of two activated carbon injection skids. The equipment is currently being rented on site.</p> <p>FY20 - \$128,000.00</p>
4	Proprietary	Vu	\$600,000.00	\$600,000.00	Fort Bend Services Inc.	Three (3) Years w/Two (2) – One (1) Yr. Renewals	<p><u>Fort Bend Services Inc. Polymer for Blacks Ford Water Reclamation Facility (WRF)</u></p> <p>This award is for Fort Bend Services FBS-C882 proprietary blend of polymer emulsion for the Blacks Ford WRF. Polymer emulsions are used in the wastewater treatment process to thicken the sludge in order to separate it during the process. JEA uses a number of polymer emulsions at its wastewater facilities. The most commonly used is from Polydyne. However, that formula is much less effective at the Blacks Ford facility after numerous tests</p>
5	Invitation For Bid (IFB) 4 Respondents	Erixton	\$750,000.00	\$620,000.00	Century Elevator By Brandsafway	Project Completion	<p><u>Brandy Branch Generating Station Unit 1 and 2 Rack and Pinion Elevator Installation</u></p> <p>Design, Fabrication, Manufacture and installation of two rack and pinion elevators for units 1 and 2 for BBGS.</p> <p>FY20 – \$250,000.00 FY21 - \$370,000.00</p>
6	Sole Source	Erixton	\$1,270,850.00	\$1,270,850.00	Applied Specialities, Inc	Five Years, Two - (1) Year Renewal	<p>Chemical Supply & associated services for JEA on a sole source basis. The listed provider provides specialized chemical blends and testing services (see attached Sole Source Statement).</p> <p>Cor-Chek 2 - NGS Oxygen Scavenging AS-6114 – NGS Closed Loop Cooling AS-8004 – NGS Polymer for SDA AS-743 – NGS Sodium Bromide Water Treatment AT-7538 - Brandy Branch Generating Station cooling tower corrosion inhibitor. AS-8656 – Anti-Scalent Reverse Osmosis</p> <p>FY20 - \$63,542.50 FY21 - \$254,170.00 FY22 - \$254,170.00 FY23 - \$254,170.00 FY24 - \$254,170.00 FY24 - \$190,627.50</p>

07-09-2020 Awards Committee

7	OEM	Vu	945,375.00	945,375.00	Evoqua Water Technologies LLC	Project Completion	<p><u>Buckman Primary Clarifiers - Flight and Chain Replacement</u></p> <p>This request is for the purchase of equipment from Evoqua for the rehabilitation of the Buckman Primary Clarifiers. There are eight channels within three tanks. The flights, chains and mechanisms wear down and need to be replaced approximately every five years. Evoqua is the OEM for the existing equipment and will replace eight chains and scraper longs and three crosses.</p>
Total Award				\$3,652,025.00			



Formal Bid and Award System

Award #2 July 09, 2020

Type of Award Request: EMERGENCY
Requestor Name: Biruk, David - Mgr Energy Production Reliability Engineering
Requestor Phone: (904)-665-5553
Project Title: NGS – Activated Carbon Injection System for Unit 1 and 2
Project Number: R12X30205
Project Location: JEA
Funds: O&M
Budget Estimate: \$87,800.00

Scope of Work:

From time to time, Northside Generating Station Units 1 and 2 may receive fuel with high Mercury (Hg) content. JEA is required to keep the emissions within appropriate designated limits. JEA NGS operations reached out to Element 1 Engineering on an emergency basis to secure two carbon injection system units to help scavenge Hg from the emissions to keep Mercury within limits. The limit on Hg is 1.2 lb/mmBtu 30 day average, and was in variance to the environmental limit when NGS made this emergency award.

JEA Requisition / PO Number: 458308 / 188650
Purchasing Agent: Lovgren, Rodney
Is this a Ratification?: YES - \$87,800.00 – Emergency Award

RECOMMENDED AWARDEE(S):

Name	Contact Name	Address	Phone	Amount
ELEMENT 1 ENGINEERING	Tim Ebner	4731 S. Santa Fe Cir, Englewood, CO 80110	303-522-8350	\$87,800.00

Amount for entire term of Contract/PO: \$87,800.00
Award Amount for remainder of this FY: \$87,800.00
Length of Contract/PO Term: Project Completion
Begin Date (mm/dd/yyyy): 03/23/2020
End Date (mm/dd/yyyy): Project Completion (est. July 2020)
JSEB Requirement: N/A – Emergency

BIDDER:

Name	Amount
ELEMENT 1 ENGINEERING	\$87,800.00

Background/Recommendations:

This emergency award covers the rental of two (2) units, one for Unit 1 and one for Unit 2 to keep Mercury within limits while running fuels with higher than expected Hg content. JEA has been running N01 with an 80/20 fuel blend which lowered the Hg content. Additionally, the activated carbon injection system was effective at reducing Hg, maintaining limits with any fuel load.

The award amount for the two units includes shipping, delivery, setup, training and the first month rental. Each unit \$7,200.00 for each additional month. The quote is attached as backup.

Each unit has a purchase option of \$64,000.00 per unit. JEA NGS has made a determination to buy the rental equipment on a sole source basis (separate award) as the equipment is currently installed in JEA's plant and proven effective..

Request approval for the emergency award to Element 1 Engineering Inc. for activated carbon injection systems for NGS in the amount of \$87,800.00, subject to the availability of lawfully appropriated funds.

Manager: Biruk, David - Mgr Energy Production Reliability Engineering
Director: Stancin, James M. - Dir Energy Production
Kipp, James R. - Sr Dir Generation
VP: Erixton, Ricky D. - Interim General Manager Electric Systems

APPROVALS:

 07/09/2020

Chairman, Awards Committee **Date**

Laure A Whitmer 07/10/20

Budget Representative **Date**



ELEMENT 1

ENGINEERING, INC.

Timothy Ebner
Element 1 Engineering, Inc.
4731 Santa Fe Circle, Unit 3
Englewood, CO 80110

March 16, 2020

Jason Compton
Staff Engineer
JEA Northside Generating Station
Jacksonville, FL

Dear Jason:

Element 1 Engineering, Inc. (E1E) is pleased to offer this proposal to JEA Northside Generating Station (JEA). E1E is committed to the successful execution of the work proposed herein, if we are selected.

OBJECTIVE

Provide equipment, set-up and training for injection of activated carbon (AC) based sorbents for mercury emissions control; said equipment to consist of: two portable injection skids configured to handle 1000-pound bulk bags of dry powder sorbent and dilute phase conveying system components. The injection skids will be set-up on two units at JEA Northside facility near Jacksonville Florida. The skids has gravimetric controls, feedback, data logging systems and PCs.

SCOPE OF SERVICES

1. Travel
 - A. The quoted cost for this program includes all expected travel and shipping costs associated with performing the proposed work and one month rental usage for each of two units.
2. Testing/Operation
 - A. E1E will provide an experienced person to set-up an injection skid and train JEA personnel on equipment operation.
 - B. The test equipment provided is a portable gravimetric based bulk bag injection skid.
 - C. Set up and tear down are included in the quoted prices.
 - D. The proposed scope includes one month rental, two set-up and training days, and one demobilization day.

COMPANY'S RESPONSIBILITIES

A forklift/operator will be required to unload and erect the injection system upon its arrival and during demob. The forklift/operator is also needed to periodically move 1000 lb bulk bags. Approximately 1/2 day of plant

electrician time will be required to provide 460 VAC 40 ampere service to the system at the start and end of the test program.

This project demands some involvement by your organization to coordinate access to the host site and to coordinate testing activities. Relative to E1E's involvement in the proposed work it will be your responsibility to:

1. Provide for access to the host site for the E1E personnel.
2. Provide a site contact for E1E to coordinate the delivery of, removal of, and installation of the testing equipment.
3. Provide for any site-specific training and/or PPE for the E1E engineer.
4. Provide injection port size and duct dimensions at injection plane
5. Provide distance for conveying line run from AC system to the injection port.

SCHEDULE OF COSTS

The cost for the proposed effort is detailed below:

Two AC Injection Systems including Shipment, Set-up, and Training (includes 1st month rental and all demobilization and return shipping)	\$59,000
Beyond 1 month quoted period, monthly rental is Rental is \$7,200 each per month (\$1,800 each weekly)	\$14,400/month
Option to purchase used rental system is	\$64,000

The above costs are payable in U.S. currency. Payment Terms are Net 30 billed on a monthly basis. 1.5% of unpaid balance will be added each month following the first 30 days until balance is paid in full. Payable to: Element 1 Engineering, Inc. 4731 South Santa Fe Circle, Unit 3, Englewood, CO 80110. The financial terms of this proposal are only valid to JEA, if the paying party is any other entity, E1E reserves the right to revisit cost and payment terms.

CLOSING

E1E greatly appreciates the opportunity to support JEA. If there are any questions regarding the contents of this proposal, please contact the undersigned at 303-522-8350 or by email at TEbner@e1engr.com.

Sincerely,



Timothy Ebner
Director of Engineering Services



JEA
21 West Church Street
Jacksonville, FL 32202-3139
United States

Type	Standard Purchase Order
Purchase Order	188650
Revision	0
Order Created Date	23-MAR-2020
Buyer	Lovgren, Rodney
Telephone	904-665-6631
Email	lovgrd@jea.com
Revision Date	

Company:
ELEMENT 1 ENGINEERING INC
4731 S SANTA FE CIR UNIT 3
ENGLEWOOD, CO 80110
United States

Ship To	Bill To
JEA NORTHSIDE GENERATING STATION 4433 WILLIAM OSTNER ROAD Jacksonville, FL 32226 United States	acctpaycustsrv@jea.com

Customer Account No.	Company No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	923440	NET 30	Paid	DESTINATIO N		BEST WAY
Company Contact				Requester		
				Lee, Ronald LEERE@JEA.COM		

Notes to Company:

YOUR POINT OF CONTACT FOR THIS PURCHASE ORDER IS:

RON LEE
 904-665-7745
 LEERE@jea.com

INVOICES MUST BE SENT TO:

ACCTPAYCUSTSRV@JEA.COM

INVOICES SENT TO ANY OTHER E-MAIL ADDRESS WILL NOT BE PAID.

ALL INVOICES MUST REFERENCE THIS PURCHASE ORDER NUMBER.

TO ASSURE ACCURATE DELIVERY AND PAYMENT, ALL INVOICES AND PACKING SLIPS MUST CONTAIN THE PURCHASE ORDER NUMBER, RELEASE NUMBER (if applicable), LINE NUMBER, AND SHIPMENT LOCATION.

SHIPMENTS WITH INCOMPLETE PACKING SLIP MAY BE REJECTED AND RETURNED AT THE SUPPLIER'S EXPENSE.

INVOICE AND PAYMENT INQUIRIES SHOULD BE ADDRESSED TO:

ACCTPAYCUSTSRV@JEA.COM

SUPPLIERS CAN LOOK UP THE STATUS OF SUBMITTED INVOICES BY NAVIGATING TO JEA.COM, ABOUT, PROCUREMENT, LOOK UP AND INVOICE.

OR

COPY AND PASTE THE TEXT LINK BELOW INTO THE ADDRESS BAR ON YOUR BROWSER:

https://www.jea.com/about/procurement/look_up_an_invoice/
 Please formally accept this order by 25-MAR-2020

Line	Part Number / Description	Delivery Date/Time	Quantity	UOM	Unit Price	Amount
1	EMERGENCY, Element 1 to provide Portable Injection Skids, Setup, and Training that will use 1000 lb. Bulk Bags of Brominated Activated Carbon for mercury emissions control. 30551005.					\$59,000.00
	1 Ship To: Use the ship-to address at the top of page 1					
Total: 59,000.00 (USD)						

Approving Authority



Jenny G. McCollum,
 Chief Purchasing Officer

JEA AND ST. JOHNS RIVER POWER PARK (SJRPP)
PURCHASE ORDER TERMS AND CONDITIONS

1. The term .Company. shall mean the legal person, firm, corporation or any other entity, or business relationship with whom JEA has issued a Purchase Order to or has executed a Contract with.
2. Acceptance of this purchase order is limited to the terms on the face hereof and these Purchase Order Terms and Conditions. Additional or modified terms on Company.s form are objected to and rejected and shall be deemed a material alteration hereof.
3. TAX INSTRUCTIONS: Do not include sales and use tax. We remit tax directly to State of Florida. Registration for JEA 85-8012753002C-9; for SJRPP TPP-0142. Certificate of FET exempt # for JEA 59-2983007; for SJRPP 59-2351813.
4. JEA will issue payment to the Company for the amount requested in accordance with the payment terms listed herein following the date the invoice is received by JEA. JEA may reject an improper invoice within 10 calendar days after receipt. JEA will return the invoice to the Company stating the reasons for rejection. Upon receipt of an acceptable revised invoice, JEA will issue payment to the Company for the revised amount within the original payment terms or 10 days, whichever is latest.
5. JEA reserves the right to terminate all or part of this contract for its convenience. In such event, Company shall immediately stop all work and observe any instructions from JEA as to work in process. Company shall be paid an equitable adjustment for work already performed.
6. JEA may also terminate all or part of this contract for cause in the event of a default by Company. In such event, JEA shall not be liable to Company for any amounts, and Company shall be liable for, and shall hold JEA harmless from, any damages occasioned by the Company.s breach or default. If it should be determined that the JEA has improperly terminated this contract for default, such termination shall be deemed to be for JEA.s convenience.
7. Company warrants that all goods or services furnished hereunder shall be merchantable, and free from any defects in workmanship or material. If Company has been informed of the use of the products, Company also warrants that the items furnished hereunder are suited and appropriate for such use. Company shall indemnify and save the JEA harmless from any breach of this warranty, and no limitations on JEA.s remedy in Company.s documents shall operate to reduce this indemnification. Company shall extend all warranties it receives from its vendors to JEA. This warranty is in addition to all warranties contained under the law.
8. Company warrants that the prices quoted hereunder are the lowest prices inclusive of all applicable discounts for these or similar articles sold by the Company to other customers, and in the event of any price reduction between execution of the purchase order and delivery of the goods, JEA shall be entitled to such reduction.
9. JEA may delay delivery or acceptance of goods in the event of any unforeseen event. Company shall hold the goods pending JEA.s direction, and JEA shall be liable only for direct increased costs incurred by the Company by reason of JEA.s instructions.
10. JEA or representatives shall be allowed access to Company.s plants and to plants of Company.s suppliers to expedite production and shipment of goods. Company shall upon timely request furnish schedules and progress reports for JEA.s use in expediting.
11. JEA shall have the right to make changes in this order at any time and Company agrees to accept such changes. In the event such changes result in decreased or additional costs, JEA shall make an equitable adjustment in the purchase price provided any additional costs are itemized for JEA by Company.
12. Company agrees to hold JEA harmless from any patent or similar proceedings which are based on products sold by the Company hereunder. Company shall defend any such suits at its own expense, and JEA shall have the right to have such litigation monitored by its own counsel at the expense of Company.
13. For ten dollars (\$10.00) acknowledged to be included and paid for in the purchase price and other good and valuable considerations, the Company shall hold harmless, defend and indemnify JEA (and if applicable, Florida Power & Light Company (.FPL.), for purchases pertaining to the St. Johns River Power Park facility) against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, reasonable attorney.s fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to property, arising out of or incidental to the negligence, recklessness or intentional wrongful misconduct of Company and any person or entity used by Company in the performance of this Purchase Order or associated Contract. For purposes of this indemnification, the terms .JEA. and .FPL. shall include their governing boards, officers, employees, agents, successors, and assigns. The indemnification shall survive the term of the Purchase Order or associated Contract, for events that occurred during the term of this agreement. This indemnification shall be separate and apart from, and in addition to, any other indemnification provisions set forth elsewhere in this Purchase Order or associated Contract.
14. In the event that Company.s performance or contemplated performance of services hereunder, by Company.s employees or by persons under contract to Company, is to be done on JEA.s property, Company agrees that all such work shall be done as an independent contractor and that the persons doing such work shall not be considered employees of JEA. Company shall maintain all necessary insurance coverages, including public liability and Worker.s Compensation insurance. Company shall indemnify and save harmless and defend JEA from any and all claims of liabilities arising out of the work covered by this paragraph.
15. Payment for the goods delivered under this order shall not be deemed acceptance of such goods. Goods shall only be deemed accepted when they have actually been counted, inspected and tested by the JEA and found to be in conformance with this order. However, failure to inspect or test by JEA shall not relieve the Company of any responsibilities hereunder.
16. Time is of the essence on this contract. Company shall take all reasonable actions, including but not limited to use of overtime and shipment by expedited means, all at Company.s expense, to meet promised delivery.

17. This purchase order shall be governed by the laws of the State of Florida. All goods or services offered by Company pursuant to this contract shall comply with, satisfy and be subjected to all applicable codes, ordinances, rules and regulations of any governmental authority having jurisdiction, including the Florida Public Records law.
18. Material Safety Data Sheets (MSDS) must accompany shipments of any items containing toxic substances listed in Chapter 442, Florida Statutes.
19. This purchase order and any documents referred to on the face hereof and these Purchase Order Terms and Conditions constitute the entire agreement between the parties and can only be modified by change order. No part of this order may be assigned or subcontracted without the prior written approval of JEA. Any monies due JEA from Company can be set off from any monies due Company from JEA whether or not under this contract. JEA.s failure to insist on any right shall not operate as a waiver of any other right.

Certification of Emergency Procurement

For Purchase Requisition No. 458308

3-113 Emergency Procurements.

Notwithstanding any other provision of this Code, the Chief Procurement Officer or Designee may make or authorize Emergency Procurements when there exists an Emergency as defined in Section 1-113(1)(2), provided that such Emergency Procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the Emergency and for the selection of the particular Company shall be included in the Procurement file.

COMMENTARY:

(1) This section authorizes the procurement of supplies, services, construction or real estate where the urgency of the need does not permit the delay involved in utilizing other methods of source selection.

(2) While in a particular emergency an award may be made without any competition, the intent of this Code is to require as much competition as practicable in a given situation.

Basis of Emergency

I the undersigned certify that the specific supplies, services, construction or real estate described in the above referenced purchase requisition must be procured on an emergency basis for the following reasons:

- a reasonably unforeseen breakdown in machinery;
- a threatened termination of an essential service;
- the development of a dangerous condition;
- the development of a circumstance causing curtailment or diminution of an essential service;
- the opportunity to secure significant financial gain through immediate or timely action; or

the opportunity to avoid significant financial loss through immediate or timely action.

Brief Description of Services/Supplies : Element 1 to provide equipment, set-up and training for injection of Activated carbon (AC) based sorbents for mercury emissions control. (2) Portable Injection Skids that will use 1000 pound Bulk bags of dry powder sorbent.

Solicitation Summary (List all solicitations, quotations and indicate contractor/supplier selected)

Element 1 Engineering Inc Selected.

Explanation of Basis of Selection (Price, availability, delivery or specify other basis)

The engineers at EIE lead the industry in the field of mercury measurements and control, while continually developing novel control technologies to address future regulations



Signature of appointed employee certifying the emergency procurement

3/20/20

Date

To be completed by the Procurement Department:

Contract or Purchase Order Number: 188152 Amount: \$ 59,000.00

***This Certification shall be attached the purchase requisition when routed for approval.
Approval of the purchase requisition shall constitute affirmation of this Certification.
This emergency procurement shall be reported to the JEA Board in accordance with
Section 1-113(2) of the JEA Purchasing Code***



Formal Bid and Award System

Award #3 July 9, 2020

Type of Award Request: SOLE SOURCE
Requestor Name: Jason Compton
Requestor Phone: 904-665-4324
Project Title: Carbon Injection Equipment Purchase for NGS Units 1 and 2
Project Number: R12X30205
Project Location: JEA
Funds: O&M
Budget Estimate: \$128,000.00

Scope of Work:

This request is for the purchase of two (2) activated carbon injection skids for Units 1 and 2.

These units are used to inject activated carbon into the Sprayer, Dryer, Absorber (SDA) to lower Mercury (Hg) emissions. Emissions are monitored in the stack, and higher than acceptable Mercury emissions subject JEA to fines if the emissions are not brought back into specification quickly. For reference the Mercury emissions limit is 1.2lbs / trillion BTU's. The units are currently onsite and installed and have been in intermittent operation, which were brought onsite as an emergency rental procurement.

JEA IFB/RFP/State/City/GSA#: N/A
Purchasing Agent: Lovgren, Rodney
Is this a ratification?: NO
If yes, explain: N/A

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
ELEMENT 1 ENGINEERING	Tim Ebner	tebner@e1engr.com	4731 S. Santa Fe Circle, Unit 3 Englewood, CO 80110	303-522-8350	\$128,000.00

Amount for entire term of Contract/PO: \$128,000.00
Award Amount for remainder of this FY: \$128,000.00
Length of Contract/PO Term: Project Completion
Begin Date (mm/dd/yyyy): 07/15/2020
End Date (mm/dd/yyyy): Project Completion (Equipment Purchase 07/12/2020)
JSEB Requirement: N/A – Sole Source

Background/Recommendations:

In late March 2020 JEA brought in two (2) carbon injection systems on a rental basis to address a high Mercury (Hg) emissions issue based on coal that was brought in from a specific site. The equipment was installed as an emergency rental procurement, and was put into operation and effectively lowered the emissions to an acceptable level.

While this equipment was being utilized, JEA issued a solicitation to evaluate the purchase of new equipment. After reviewing the bid pricing, JEA elected to rescind the new equipment bid due to much higher pricing than the cost to purchase the rental units. Each rental unit is \$68,000.00 per unit to purchase vs. the option to buy new units at double the price. JEA evaluated the submitted pricing for new equipment with the additional rental time needed for design, fabrication, delivery and installation vs. the option to purchase the two rental unit already onsite. JEA did not view purchasing new equipment, which would be used intermittently, as the best use of funds.

This request is to purchase the onsite used equipment through a sole source basis as the only justifiable source for the equipment due to the information previously provided in the write up for cost avoidance, proven results and limited use of the equipment. JEA could not justify the purchase of new equipment.

Request approval to award a sole source contract to Element 1 Engineering for a NGS Unit 1 and 2 Carbon Injection systems in the amount of \$128,000.00, subject to the availability of lawfully appropriated funds.

Manager: Biruk, David D. - Mgr Energy Production Reliability Engineering
Director: Pineda, Joseph R. - Dir Energy Production CTs
Sr. Director Acs, Gabor - Sr Dir Engineering & Projects
VP: Erixton, Ricky D. - Interim General Manager Electric Systems

APPROVALS:

 07/09/2020

Chairman, Awards Committee **Date**

Laure A Whitmer 7/10/2020

Budget Representative **Date**

Certification of Sole Source

JEA Procurement Code Section 3-111 Sole Source Procurements

- (1) *Conditions for Use.* A Contract may be awarded for Supplies or Services as a Sole Source when, pursuant to the Operational Procedures, the Chief Procurement Officer or Designee determines that:
- (a) there is only one justifiable source for the required Supplies or Services; or
 - (b) a service is a follow-up of Services that may only be done efficiently and effectively by the Company that rendered the initial Services to JEA, provided the initial procurement was competitive.

Name of Contractor or Supplier

Element 1 Engineering

Description of Services or Supplies

In late March 2020, as an Emergency Procurement, JEA brought in two (2) carbon injection systems on a rental basis to address a high Mercury (Hg) emissions issue based on coal that was brought in from a specific site. The equipment once installed, was put into operation and effectively lowered the emissions to an acceptable level.

JEA evaluated new equipment vs. optional rental purchase price and deemed the option of purchasing the used equipment as the only justifiable source for purchasing the equipment. The equipment is currently installed and cost of switching equipment would be significant and using a new unproven set of equipment may result in additional cost to JEA.

Certification

I the undersigned certify that:

there is only one justifiable source for the required supplies or services; or
 this service is a follow-up of services that may only be done efficiently and effectively by the Company that rendered the initial services to JEA and the initial services were competitively procured by JEA.

(Fill in with explanation)

Signature of Business Unit Manager

Date

Signature of Procurement Services Manager

Date

Contract or Purchase Order Number: _____ Amount: \$ _____

***This Certification shall be attached to the purchase order when routed for approval.
This sole source procurement shall be reported to the JEA Board in accordance with
Section 1-113(2) of the JEA Purchasing Code***



ELEMENT 1

ENGINEERING, INC.

Timothy Ebner
Element 1 Engineering, Inc.
4731 Santa Fe Circle, Unit 3
Englewood, CO 80110

March 16, 2020

Jason Compton
Staff Engineer
JEA Northside Generating Station
Jacksonville, FL

Dear Jason:

Element 1 Engineering, Inc. (E1E) is pleased to offer this proposal to JEA Northside Generating Station (JEA). E1E is committed to the successful execution of the work proposed herein, if we are selected.

OBJECTIVE

Provide equipment, set-up and training for injection of activated carbon (AC) based sorbents for mercury emissions control; said equipment to consist of: two portable injection skids configured to handle 1000-pound bulk bags of dry powder sorbent and dilute phase conveying system components. The injection skids will be set-up on two units at JEA Northside facility near Jacksonville Florida. The skids has gravimetric controls, feedback, data logging systems and PCs.

SCOPE OF SERVICES

1. Travel
 - A. The quoted cost for this program includes all expected travel and shipping costs associated with performing the proposed work and one month rental usage for each of two units.
2. Testing/Operation
 - A. E1E will provide an experienced person to set-up an injection skid and train JEA personnel on equipment operation.
 - B. The test equipment provided is a portable gravimetric based bulk bag injection skid.
 - C. Set up and tear down are included in the quoted prices.
 - D. The proposed scope includes one month rental, two set-up and training days, and one demobilization day.

COMPANY'S RESPONSIBILITIES

A forklift/operator will be required to unload and erect the injection system upon its arrival and during demob. The forklift/operator is also needed to periodically move 1000 lb bulk bags. Approximately 1/2 day of plant

electrician time will be required to provide 460 VAC 40 ampere service to the system at the start and end of the test program.

This project demands some involvement by your organization to coordinate access to the host site and to coordinate testing activities. Relative to E1E's involvement in the proposed work it will be your responsibility to:

1. Provide for access to the host site for the E1E personnel.
2. Provide a site contact for E1E to coordinate the delivery of, removal of, and installation of the testing equipment.
3. Provide for any site-specific training and/or PPE for the E1E engineer.
4. Provide injection port size and duct dimensions at injection plane
5. Provide distance for conveying line run from AC system to the injection port.

SCHEDULE OF COSTS

The cost for the proposed effort is detailed below:

Two AC Injection Systems including Shipment, Set-up, and Training (includes 1st month rental and all demobilization and return shipping)	\$59,000
Beyond 1 month quoted period, monthly rental is Rental is \$7,200 each per month (\$1,800 each weekly)	\$14,400/month
Option to purchase used rental system is	\$64,000

The above costs are payable in U.S. currency. Payment Terms are Net 30 billed on a monthly basis. 1.5% of unpaid balance will be added each month following the first 30 days until balance is paid in full. Payable to: Element 1 Engineering, Inc. 4731 South Santa Fe Circle, Unit 3, Englewood, CO 80110. The financial terms of this proposal are only valid to JEA, if the paying party is any other entity, E1E reserves the right to revisit cost and payment terms.

CLOSING

E1E greatly appreciates the opportunity to support JEA. If there are any questions regarding the contents of this proposal, please contact the undersigned at 303-522-8350 or by email at TEbner@e1enr.com.

Sincerely,



Timothy Ebner
Director of Engineering Services

Lovgren, Rodney D.

From: Timothy Ebner <tebner@e1engr.com>
Sent: Monday, June 22, 2020 11:21 AM
To: Lovgren, Rodney D.; Compton, Jason M.
Cc: Richard Tonkin; Kevin M. Fisher
Subject: AC Skid Purchase and Support Options

[External Email - Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email.]

Mr. Lovgren,

Element 1 Engineering Inc (E1E) in response to your email of 6/17/2020 regarding the purchase of the two rental injection skids at the JEA Northside Power Station proposes the following:

1. Under the current rental effort, E1E will have personnel on site the week of June 29th to make repairs and upgrades to the load cell system on the Unit 2 skid and assist in further tuning of the systems lower end feed rate range.
2. E1E has proposed the purchase of the existing equipment at a cost of \$64,000 per unit (\$128,000 total) under our earlier proposal of of March 16th 2020.
3. E1E would offer an extended parts and labor warranty of the two systems for a period of 1 year at an additional cost of \$22,000. E1E at its option would provide technical service and parts to keep the two systems operational during the period of performance.
 - 3A. E1E would in good faith, respond, when notified of equipment or operational issues.
 - 3B. E1E at its option, would either repair or replace individual components with comparable functioning parts components.
 - 3C. E1E would request the option to store key replacement components on-site at the JEA facility as needed to speed any required repairs and minimize down time. Open yard storage is all that is requested.
 - 3D. While E1E will in good faith attempt to complete any repairs using its own personnel or sub-contractors, E1E, would as needed request brief periods of equipment support, fork truck or scissor lift in the event of major component replacement, such as chain hoist or blower skid assembly.
 - 3E. Under this proposed effort, JEA would be expected to complete routine maintenance such as air intake filter cleaning, blower belt tensioning and replacement as needed.
4. JEA will work with E1E to provide site access for E1E personnel to complete maintenance and repairs on the system. In previous on-site effort E1E personnel have had to be escorted while on site. If JEA requests or requires E1E to complete additional vendor qualifications for unattended site access the costs associated with any additional certification, training, insurance, above E1E current coverage is in addition to the above quoted prices.

If these conditions and costs are acceptable to JEA, E1E will follow with a formalized letter proposal.

Please feel free to call or email if you have questions, concerns, or other recommendations.

Thank you,

Timothy Ebner

303-522-8350

--

Timothy G. Ebner P.E.
Director of Engineering

E1E

Element 1 Engineering, Inc.
4731 South Santa Fe Circle Unit 3
Englewood, CO 80110

303.522.8350
tebner@e1engr.com

This email and attachment(s) contain proprietary and/or confidential information which is protected from disclosure. It is for the sole use of the intended recipient(s) and any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient(s), please contact the sender by reply email and destroy the original message and any copies of the message as well as any attachment(s) to the original message.

Certification of Sole Source

JEA Procurement Code Section 3-111 Sole Source Procurements

- (1) *Conditions for Use.* A Contract may be awarded for Supplies or Services as a Sole Source when, pursuant to the Operational Procedures, the Chief Procurement Officer or Designee determines that:
- (a) there is only one justifiable source for the required Supplies or Services; or
 - (b) a service is a follow-up of Services that may only be done efficiently and effectively by the Company that rendered the initial Services to JEA, provided the initial procurement was competitive.

Name of Contractor or Supplier

Element 1 Engineering

Description of Services or Supplies

In late March 2020, as an Emergency Procurement, JEA brought in two (2) carbon injection systems on a rental basis to address a high Mercury (Hg) emissions issue based on coal that was brought in from a specific site. The equipment once installed, was put into operation and effectively lowered the emissions to an acceptable level.

JEA evaluated new equipment vs. optional rental purchase price and deemed the option of purchasing the used equipment as the only justifiable source for purchasing the equipment. The equipment is currently installed and cost of switching equipment would be significant and using a new unproven set of equipment may result in additional cost to JEA.

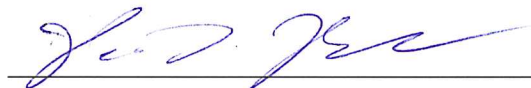
Certification

I the undersigned certify that:

X there is only one justifiable source for the required supplies or services; or

___ this service is a follow-up of services that may only be done efficiently and effectively by the Company that rendered the initial services to JEA and the initial services were competitively procured by JEA.

(Fill in with explanation)



Signature of Business Unit Manager



Date



Director of Procurement

Signature of Procurement Services Manager

7/8/2020

Date

Contract or Purchase Order Number: _____ Amount: \$ _____

***This Certification shall be attached to the purchase order when routed for approval.
This sole source procurement shall be reported to the JEA Board in accordance with
Section 1-113(2) of the JEA Purchasing Code***



Formal Bid and Award System

Award #4 July 9, 2020

Type of Award Request: PROPRIETARY
Request #: N/A
Requestor Name: Ranga, Andrei C.
Requestor Phone: (904) 665-5728
Project Title: Fort Bend Services Inc. - Polymer for Blacks Ford Water Reclamation Facility (WRF)
Cost Center: HW30142
Project Location: JEA
Funds: O&M
Budget Estimate: \$600,000.00

Scope of Work:

This award is for Fort Bend Services FBS-C882 proprietary blend of polymer emulsion for the Blacks Ford WRF. FBS C882 is specifically made under this name for Fort Bend Services, Inc. and for no one else. Polymer emulsions are used in the wastewater treatment process to thicken the sludge in order to separate it during the process. JEA uses a number of polymer emulsions at its wastewater facilities. The most commonly used is from Polydyne. However, that formula is much less effective at the Blacks Ford facility after numerous tests.

JEA IFB/RFP/State/City/GSA#: N/A
Purchasing Agent: King, David
Is this a ratification?: NO
If yes, explain: N/A

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
FORT BEND SERVICES INC.	David James	djames@fortbend services.com	13303 Redfish La Stafford, TX, 77477	(281) 261- 5199	\$600,000.00

Amount for entire term of Contract/PO: \$600,000.00
Award Amount for remainder of this FY: \$0.00 (No additional spend this FY)
Length of Contract/PO Term: Three (3) Years w/Two (2) – One (1) Yr. Renewals
Begin Date (mm/dd/yyyy): 08/01/2020
End Date (mm/dd/yyyy): 07/31/2023
Renewal Options: Yes - Two (2) – One (1) Yr. Renewals
JSEB Requirement: N/A – Proprietary

Background/Recommendations:

There are numerous formulations for cationic polymer emulsions, each with its own characteristics and applicability. JEA had Polydyne come out about a year ago and perform laboratory jar tests with several of

their polymer blends, but none were successful. Thus far, the only blend that has been able to prove effective with the sludge at Blacks Ford is the Fort Bend Services, Inc. proprietary FBS-C882 formula.

The current price for the Fort Bend polymer is \$1.46/lb., while the Polydyne polymer (Clarifloc SE-1335) used at the other facilities is \$0.537/lb. JEA is currently purchasing about three shipments per year, at about 45,000 lbs per shipment, a total of about 135,000 lbs per year (which equates to about \$200,000.00 – rounded up). These numbers (consumption and price totals) are based on historical usage at Blacks Ford WRF. JEA anticipates using approximately 405,000 lbs. over the course of 3 years (at a total cost of about \$600,000.00). JEA will continue to pursue laboratory jar tests from Polydyne and other manufacturers in search for a good price/effectiveness combination.

Prices will be fixed for the first year of the contract, and will be subject to yearly adjustments thereafter based on the Consumer Price Index (CPI) - All Urban Consumers (CUUR0000SA0).

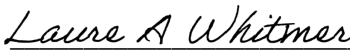
Request approval to award a contract to Fort Bend Services, Inc. for FBS-C882 proprietary blend of polymer emulsion for the Blacks Ford WRF in the amount of \$600,000.00, subject to the availability of lawfully appropriated funds.

VP: Vu, Hai X. - Interim General Manager Water Wastewater Systems

APPROVALS:

 07/09/2020

Chairman, Awards Committee **Date**

 7/10/2020

Budget Representative **Date**



June 15,2020

Fort Bend Services, Inc.
Water & Waste Treatment Specialists

Janet Walker
Office Support Associate
Water, Wastewater Reuse Treatment
PO Box 4910
Jacksonville, FL 32201

SUBJECT: SOLE SOURCE PROVIDER CONFIRMATION AND CURRENT POLYMER QUOTE

Ms. Walker,

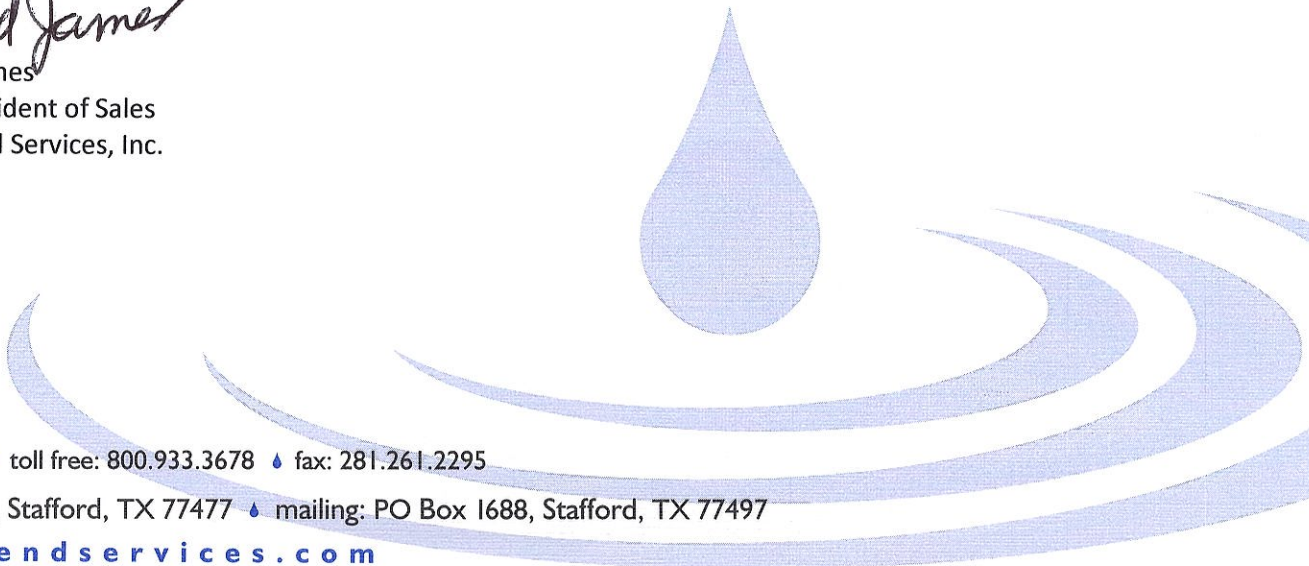
This letter is to inform you that **Fort Bend Services, Inc.** is the **Sole Source Provider** for the **FBS C882** that is being used at your wastewater treatment facilities. This product is specifically made under this name for **Fort Bend Services, Inc.** and no one else. Please see the following updated quote on **FBS C882** for the **Jacksonville Electric Authority**:

FBS C882	2300# NET TOTES	\$1.56/LB	\$3588.00/TOTE
FBS C882	BULK (FULL BULK LOADS)	\$1.46/LB	(MINIMUM 45,000 LBS)
FBS C882	BULK (LESS THAN FULL LOADS)	\$1.56/LB	(LESS THAN FULL LOADS)

THESE ARE DELIVERED PRICES.
THESE PRICES ARE VALID THROUGH SEPTEMBER 30, 2021.

Sincerely,

David James
Vice President of Sales
Fort Bend Services, Inc.



***Certification of Standard, Proprietary or
Original Equipment Manufacturer Item
For Purchase Requisition No. _____***

**3-112 Procurement of Standard, Proprietary and Original Equipment
Manufacturer Items.**

A contract may be awarded for Supplies or Services with limited or no competition when the Supplies or Services:

- (a) have been selected as a JEA standard in the course of a standards program or through the action of a standards committee (standard); or
- (b) must be a certain type, brand, make or manufacture (proprietary); or
- (c) must be obtained from the original equipment manufacturer , manufacturer's representative or a distributor authorized by the original equipment manufacturer because of the criticality of the item or compatibility within the JEA system (original equipment manufacturer).

Category

The procurement item is (check the appropriate description):

_____ Standard Proprietary _____ Original Equipment Manufacturer

Certification

I the undersigned certify that the specific supplies, services or construction described in the above referenced purchase requisition are the only such supplies, services or construction that will fulfill the intended need for the following reasons: **Fort Bend Services, Inc. has performed jar-tests and field trials to develop the proprietary FBS-C882 polymer formulation for the centrifuge and sludge dewatering system at Blacks Ford WRF. The FBS-C882 polymer is designed to maximize the dewatering characteristics of the sludge at this particular facility. FBS C882 is specifically made under this name for Fort Bend Services, Inc. and for no one else. JEA uses a number of polymer emulsions at its wastewater facilities. The most commonly used is from Polydyne. However, that formula is much less effective at the Blacks Ford facility after numerous tests.**

Signature of appointed employee initiating the purchase request

7/7/2020

Date

***This Certification shall be attached the purchase requisition when routed for approval.
Approval of the purchase requisition shall constitute affirmation of this Certification.***



Formal Bid and Award System

Award #5 July 9, 2020

Type of Award Request: BID (IFB)
Request #: 6806
Requestor Name: Keith Gillean - Project Administrator Senior Construction
Requestor Phone: 904-665-6841
Project Title: Brandy Branch Generating Station Unit 1 and 2 Rack and Pinion Elevator Installation
Project Number: 8006135
Project Location: JEA
Funds: Capital
Budget Estimate: \$750,000.00

Scope of Work:

JEA is soliciting Bids for the design, manufacture, delivery and provide technical support for two (2) rack and pinion elevators for Unit 1 and 2 at Brandy Branch Generating Station at 15701 Beaver Street W. Jacksonville, FL 32234.

Company shall furnish all labor, materials, tools, and equipment required for the completion of the following Work, as shown on the Contract Drawings and specified herein, unless otherwise specified in Attachment 15.2, "Technical Datasheets By Purchaser," hereinafter referred to as Attachment 15.2:

1. Design, manufacture, furnish and install an electric elevator; complete with all accessories and appurtenances.
2. Delivery to jobsite.
3. Provide painting and coating, as specified.
4. Furnish the data and information required.
5. Installation, testing and final acceptance of elevator.
6. Provide guide rails, guide brackets, and inserts.

JEA IFB/RFP/State/City/GSA#: 051-20
Purchasing Agent: Lovgren, Rodney
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
CENTURY ELEVATOR BY BRANDSAFWAY	Gene Clark	gclark@centuryelevators.com	12130 Old Galvestone Rd. Building 5, Webster, TX 77598	(281) 667-3000	\$620,000.00

Amount for entire term of Contract/PO: \$620,000.00
Award Amount for remainder of this FY: \$250,000.00
Length of Contract/PO Term: Project Completion
Begin Date (mm/dd/yyyy): (07/30/2020)

End Date (mm/dd/yyyy):

Project Completion (Expected: 2/28/2021)

JSEB Requirement:

N/A

BIDDERS:

Name	Amount
CENTURY ELEVATORS BY BRANDSAFWAY	\$620,000.00
FRACO USA INC.	\$659,896.60
ALIMAK GROUP USA INC.	\$735,660.00
DELAWARE ELEVATOR	\$1,075,555.00

Background/Recommendations:


Advertised on 04/08/2020. Five (5) prime contractors attended the mandatory pre-bid meeting held on April 22, 2020. At Bid opening on 06/02/2020, JEA received Four (4) Bids. Century Elevators is the lowest responsive and responsible Bidder. A copy of the Bid Form is attached as backup.

The award amount of \$620,000.00 is less than the budget estimate and is deemed reasonable.

051-20 - Request approval to award a contract to Century Elevator for construction services for the supply of two rack & pinion elevators for Brandy Branch Generating Station in the amount of \$620,000.00, subject to the availability of lawfully appropriated funds.

Manager: Akrayi, Jamila R. - Mgr Project Management
Director: Limbaugh, Margaret Z. - Dir Energy Project Management
Sr. Director: Acs, Gabor - Sr Dir Engineering & Projects
VP: Erixton, Ricky D. - Interim General Manager Electric Systems

APPROVALS:

 07/09/2020

Chairman, Awards Committee **Date**

 7/10/2020

Budget Representative **Date**

Appendix B - Bid Form
051-20 BBGS HRSG Rack and Pinion Elevators Installation

Submit an **original, two (2) copies and one (1) CD or thumb drive** along with other required forms in a sealed envelope to: JEA Procurement Dept., 21 W. Church St., Bid Office, Customer Center, 1st Floor, Room 002, Jacksonville, FL 32202-3139.

Company Name: Century Elevators by BrandSafway _____

Company's Address 12130 Old Galveston Rd, Building 5 Webster, TX 77598
License Number: ELC 822 _____

Phone Number: 281.667.3000 FAX No: 866-314-5436 Email Address: gclark@centuryelevators.com

BID SECURITY REQUIREMENTS <input type="checkbox"/> None required <input checked="" type="checkbox"/> Certified Check or Bond Five Percent (5%)	TERM OF CONTRACT <input type="checkbox"/> One Time Purchase <input type="checkbox"/> Annual Requirements <input checked="" type="checkbox"/> Other, Specify - Project Completion
---	--

SAMPLE REQUIREMENTS <input checked="" type="checkbox"/> None required <input type="checkbox"/> Samples required prior to Response Opening <input type="checkbox"/> Samples may be required subsequent to Bid Opening	SECTION 255.05, FLORIDA STATUTES CONTRACT BOND <input type="checkbox"/> None required <input checked="" type="checkbox"/> Bond required 100% of Bid Award
--	--

QUANTITIES <input checked="" type="checkbox"/> Quantities indicated are exacting <input type="checkbox"/> 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 <p align="center">Insurance required</p>
--	--

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

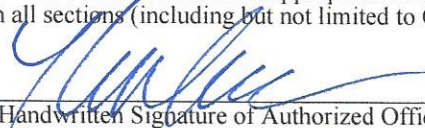
Description of Services	TOTAL EVALUATED BID PRICE
Total Bid Price for Work as described in this Solicitation	\$ 620,000

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

BIDDER CERTIFICATION

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

We have received addenda
 ___ 1 ___ through ___ 4 ___



 Handwritten Signature of Authorized Officer of Company or Agent Date 6/2/20

Kevin Lavorgna Vice President

 Printed Name and Title



Formal Bid and Award System

Award #6 July 09, 2020

Type of Award Request: SOLE SOURCE
Requestor Name: Joseph Myer - Mgr Process Chemistry
Requestor Phone: 904-665-7333
Project Title: Chemical Supply For JEA
Project Number: 30203, lines 372, 264 / 30401 line 37
Project Location: JEA
Funds: O&M
Budget Estimate: \$1,270,850.00

Scope of Work:

JEA uses Applied Specialties for chemicals and chemistry related services for the following chemicals:

- Cor-Chek 2 - NGS Oxygen Scavenging
- AS-6114 – NGS Closed Loop Cooling corrosion inhibitor
- AS-8004 – NGS Polymer for SDA
- AS-743 – NGS Sodium Bromide Water Treatment
- AT-7538 - Brandy Branch Generating Station cooling tower corrosion inhibitor.
- AS-8656 – Anti-Scalent Reverse Osmosis

The services include but are not limited to chemical supply and delivery, system analysis, coupon evaluation and, and chemistry adjustments for both Northside Generating Station and Brandy Branch Generating Station.

JEA IFB/RFP/State/City/GSA#: N/A
Purchasing Agent: Lovgren, Rodney D.
Is this a ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
APPLIED SPECIALTIES, INC.	Erin Friend	Friend.erin@Appliedspecialties.com	33555 Pin Oak Parkway, Avon Lake, OH 44012	(440) 933-9442	\$1,270,850.00

Amount for entire term of Contract/PO: \$1,270,850.00
Award Amount for remainder of this FY: \$63,542.50
Length of Contract/PO Term: Five Years w/ Two - (1) Year Renewals
Begin Date (mm/dd/yyyy): 07/15/2020
End Date (mm/dd/yyyy): 07/14/2025
Renewal Options: Yes - Two - (1) Year Renewals

Background/Recommendations:

Applied Specialties provides a chemical supply, chemistry testing, reporting and analysis program for various JEA system. Applied Specialties has been selected for use as a specific make / brand. JEA has tried different chemical suppliers with adverse results. Applied Specialties has proven reliability in supporting operational reliability for the systems where each is used.

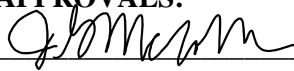
JEA has selected Applied Specialties due to their chemical supply validation, proven results in correcting issues with chemistry controls for JEA, where other chemical supply companies chemical have proven less reliable and with inconsistent results. Additionally, implementing a new chemical supply contract would have inherent risk to operations, equipment and potential for unplanned downtime and increased costs. JEA has deemed Applied Specialties as the only justifiable source for the supplies and services.

Applied Specialties has agreed to use CPI for annual price adjustments. The index to be used will be the BLS CPI index for All Urban Consumers for the South - Index CUUR0300SA0. Applied Specialties total average price increase for the listed chemicals for this award is 5.7%, compared to the current contract. They averaged about a 1% increase each year over a five year term. Based on Applied Specialties value added services and superior product performance and agreement to continue to hold prices to a public index, the pricing is deemed reasonable.

Request approval to award a sole source contract to Applied Specialties, for chemical supply, testing and controls in the amount of \$1,270,850.00, subject to the availability of lawfully appropriated funds.

- Manager:** Myers, Joseph C. - Mgr Process Chemistry
- Director:** Stancin, James M. - Dir Energy Production
- Sr. Director:** Kipp, James R. - Sr Dir Generation
- VP:** Erixton, Ricky D. - Interim General Manager Electric Systems

APPROVALS:

 07/09/2020

Chairman, Awards Committee **Date**

Laure A Whitmer 7/10/2020

Budget Representative **Date**

<u>Chemical Name</u>	<u>Use</u>	<u>lbs/Unit</u>	<u>Price / LB</u>	<u>FY 2020 Budget</u>	<u>Per Month</u>	<u>Order</u>	<u>PN / Cost Center</u>	<u>O&M Line</u>
Cor-Check2	NGS Oxygen Scavenger	275 Gal Tote 2350lbs/Tote	\$2.7830	\$ 6,540.00	\$ 545.00	1 tote / year	30203	372, 264
AS-6115	NGS Closed Cooling Treatment	330Gal Tote 3130lbs/Tote	\$0.7040	\$ 17,000.00	\$ 1,416.67	2 totes / yr	30203	372, 264
AS-8004	NGS Polymer for SDA	330Gal Tote 2750lbs/Tote	\$0.8400	\$ 17,000.00	\$ 1,416.67	16 totes / yr	30203	264
AS-743	NGS Sodium Bromide	Bulk Truck 12.26lbs/Gal	\$1.2700	\$ 50,000.00	\$ 4,166.67	1 truck / yr	30203	372
AS-8656	BBGS RO Anti-Scalent	275Gal Tote 2610lbs/Tote	\$1.46	\$ 3,630.00	\$ 302.50	1 tote/yr	30401	37
AT-7538	BBGS Tower Corrosion Inhibitor	330 Gal Tote 3080lbs/Tote	\$1.27	\$ 160,000.00	\$ 13,333.33	3 totes / month	30401	37

Per FY \$ 254,170.00

FY20	\$ 63,542.50
FY21	\$ 254,170.00
FY22	\$ 254,170.00
FY23	\$ 254,170.00
FY24	\$ 254,170.00
FY25	\$ 190,627.50
Total	\$ 1,270,850.00

Certification of Sole Source

JEA Procurement Code Section 3-111 Sole Source Procurements

- (1) *Conditions for Use.* A Contract may be awarded for Supplies or Services as a Sole Source when, pursuant to the Operational Procedures, the Chief Procurement Officer or Designee determines that:
- (a) there is only one justifiable source for the required Supplies or Services; or
 - (b) a service is a follow-up of Services that may only be done efficiently and effectively by the Company that rendered the initial Services to JEA, provided the initial procurement was competitive.

Name of Contractor or Supplier

Applied Specialties Inc.

Description of Services or Supplies

Applied Specialty provides the following chemicals (services & suppliers) to JEA:

AT-7538, Cooling tower corrosion inhibitor specifically designed for BBGS cooling tower based on well water sampling.

Cor-Check2, Oxygen scavenger and metal passavator compound specifically made for NOS boilers. This compound also replaces a hazardous chemical that was used before Cor-Check2

AS-6115 Closed Cooling Treatment, coupons were installed to monitor corrosion so that any modifications to the chemical can be performed. Applied Specialties also monitors the system for bugs and providing a biocide to help kill the bugs.

AS-8004 Polymer for the Sprayer, Dryer, Aborber (SDA). Applied Specialties spent a significant amount of time developing this chemical to ensure SDA nozzles will not plug. If this happens it can cause the unit to come offline for a week or more to unplug the nozzles.

AS-743 Used with the sodium hypochlorite to make it more efficient at treating the water. Our tank is small enough that we can only take half a truck load.

AS-8656 RO anti-scalent and AS-9830 RO sodium Bisulfite Anti-Oxidant, by ordering these chemicals from ASI they help with any issues with the Reverse Osmosis (RO) at BBGS, this includes troubleshooting issues and performing any cleanings or membrane change outs. JEA has tried using another companies sodium bisulfite to try and save money and for the 6 months JEA was using the alternate source JEA noted more scale build up in the RO membranes reducing capacity.

Services will include twice a month visit for normal cooling tower service and review. Every 6 months cooling tower samples will be pulled and analyzed free of cost. Corrosion coupons will also be installed and removed for analysis every 6 months. Servicing as needs and assistance with RO cleaning and membrane replacement.

Applied specialties has spent a significant amount of time and resources testing different areas of the plants and developing chemical blends that would work best for the applications and address the specific conditions found and is the only justifiable source for the listed supplies and services. Sourcing to a different supplier for the chemicals listed in this statement would result in a significant develop program (trial and error), cause potential downtime, equipment damage and increased costs. JEA evaluated the risks associated with changing the source of supply for the listed chemicals and has deemed Applied Specialties as the only justifiable source for purchasing the equipment.

Certification

I the undersigned certify that:

X there is only one justifiable source for the required supplies or services; or

___ this service is a follow-up of services that may only be done efficiently and effectively by the Company that rendered the initial services to JEA and the initial services were competitively procured by JEA.


(Fill in with explanation)



Signature of Business Unit Manager

7/8/2020

Date

 Director of Procurement

Signature of Procurement Services Manager

7/8/2020

Date

Contract or Purchase Order Number: _____ Amount: \$ _____

***This Certification shall be attached to the purchase order when routed for approval.
This sole source procurement shall be reported to the JEA Board in accordance with
Section 1-113(2) of the JEA Purchasing Code***



Formal Bid and Award System

Award #7

July 9, 2020

Type of Award Request: OEM
Request #: 6844
Requestor Name: Templeton, Kathleen L.
Requestor Phone: (321) 591-0509
Project Title: Buckman Primary Clarifiers - Flight and Chain Replacement
Project Number: 8005903
Project Location: JEA
Funds: Capital
Budget Estimate: \$945,375.00

Scope of Work:

This request is for the purchase of equipment from Evoqua for the rehabilitation of the Buckman Primary Clarifiers. There are eight channels within three tanks. The flights, chains and mechanisms wear down and need to be replaced approximately every five years. Evoqua is the OEM for the existing equipment and will replace eight chains and scraper flights and three crosses.

JEA IFB/RFP/State/City/GSA#: OEM
Purchasing Agent: King, David
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
EVOQUA WATER TECHNOLOGIES LLC	Doug Pimlott	douglas.pimlott@evoqua.com	2607 N Grandview Blvd Suite 130, Waukesha WI 53188	(262) 521-8468	\$945,375.00

Amount for entire term of Contract/PO: \$945,375.00
Award Amount for remainder of this FY: \$378,150.00
Length of Contract/PO Term: Project Completion
Begin Date (mm/dd/yyyy): 07/28/2020
End Date (mm/dd/yyyy): Project Completion (Expected: March 2021)
JSEB Requirement: N/A - OEM

Background/Recommendations:

The Buckman Water Reclamation Facility (WRF) primary clarifier tanks were initially constructed in 1958. The rectangular tanks use chain-and-flight solids collectors for sludge removal. The equipment consists of a pair of endless conveyor chains, or approximately 900 feet per tank. Attached to the chains are scraper flights, extending the full 20 foot width of the tank. The maintenance of this equipment requires periodic replacement and rehabilitation of the components, which are continuously exposed to

corrosive wastewater environment. Evoqua Water Technologies LLC is the original manufacturer of the primary clarifiers at the Buckman WRF. The scope of work for this project is to engage Evoqua to furnish and install eight chains and scraper launders as well as three crosses, including all associated work.

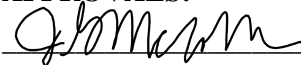
The equipment manufacturer recommends replacement every five years. The equipment was last replaced in 2014 at a cost of \$1,096,763.00. The replacement had been delayed due to input from the Operations & Maintenance (O&M) group, based on condition assessment of the existing equipment. Additionally, the O&M group requested a structural review of the existing concrete due to some noted erosion/degradation.

It should be noted that the award is to not be construed as an approval of the terms and conditions contained in Evoqua's quote attached to the Award. The purchase will be subject to JEA's standard terms and conditions except as may be negotiated otherwise by JEA and Evoqua.

Request approval to award a contract to Evoqua Water Technologies LLC for the Buckman Primary Clarifiers - Flight and Chain Replacement project in the amount of \$945,375.00, subject to the availability of lawfully appropriated funds.

Manager: Dvoroznak, Michael T. – Mgr W/WW Reuse Treatment Maint Planning & Eng
VP: Vu, Hai X – Interim General Manager Water Wastewater Systems

APPROVALS:

 _____ 07/09/2020

Chairman, Awards Committee **Date**

 _____ 7/10/2020

Budget Representative **Date**

**Jacksonville Electric Authority
Chain and Scraper Replacement**

**REPLACE CHAIN AND SCRAPER (8) LONGS
AND 3 CROSSES**

Quotation #2019-359833 / 13/02/2020

Questions relative to this Quotation should be directed to
Evoqua's area sales representative:

Doug Pimlott

Evoqua Water Technologies LLC
N19W23993 Ridgeview Pkwy, Suite 200
Waukesha, WI 53188
Tel: 262-521-8468
Fax: 262-521-8249
douglas.pimlott@evoqua.com
www.evoqua.com

Evoqua Water Technologies LLC proposes to sell and ship F.O.B. Evoqua shipping point with freight allowed to the jobsite, the following equipment in accordance with the Conditions of Sale shown on the following page.

ITEM NO.	QUANTITY	DESCRIPTION	PRICE
1	1	Replace Chain and Scraper Basins	\$945,375

Evoqua will not supply any O & M Manual information in a format that can be changed by the customer or end user. In like manner, the drawings that accompany our O & M Manual can be sent in an electronic format, but they will be in a secure unchangeable format.

QUOTATION VALID: This quotation is valid for a period of Ninety (90) days unless extended in writing by Evoqua.

All of the information set forth in this quotation (including drawings, designs and specifications) is confidential and/or proprietary and has been prepared for your use solely in considering the purchase of the equipment and/or services described herein. Transmission of all or any part of this information to others, or use by you, for other purposes is expressly prohibited without our prior written consent.

PAYMENT AND PRICE TERMS: The terms of payment are Net 30 after completed installation.

Price does not include:

- Concrete work or modifications.

SCHEDULE: Materials shall be 10-12 week lead time. Construction is schedule shall be developed in conjunction with concrete rehabilitation, however is estimated to be 3-4 months on site.

CLARIFICATIONS: The basin shall be drained, and washed down in a reasonable manor prior to the start of construction by the client. Evoqua shall be responsible for crane costs. Evoqua shall be responsible for removal of all scrap, however if the client wishes to salvage any of existing structure, Evoqua will lay it in an area designated by the client so that the client has first refusal rights to any recycling monies. Client is responsible to lock out the electrical to the equipment.

If any of the existing shafting is out of square – it is Evoqua’s responsibility to re-square and level the shafting.

Evoqua shall remove the materials from the tank prior to any concrete work being done. Evoqua shall tape the existing anchor bolts. Track angle shall be removed, and will be re-used.

ATTACHING HARDWARE: All attaching hardware shall be 316 stainless steel. All attaching hardware shall be replaced.

MATERIALS:

Drive Chain – 100% replacement. Collector drive chains shall be No. NH78 non-metallic, having 2.609 inch pitch links with an average weight of 1.3 lbs per foot. The chain shall have a published working load not less than 1750 lbs, based upon strength and wear considerations. The chain links shall be manufactured of acetal resin and connected with 7/16 inch diameter stainless steel pins.

Shafting – Shafting shall remain as is, however, any re-leveling of shafts shall be completed by Evoqua.

Sprockets – 100% replacement. Sprockets for the collector chains shall be molded totally of polyurethane having a water absorption rate not to exceed 1.3% at saturation in accordance with ASTM D-570. Sprockets shall be of split construction. Corner shaft sprockets shall have double life tooth profile compatible with non-metallic chain. All 3 head shaft sprockets and all corner shaft sprockets shall be replaced. Also The drive chain tighteners shall be replaced.

Carry Chain - 100% replacement. Collector chain shall be high strength polymeric type having 6 inch (152 mm) pitch links with an average weight of 1.6 lb/ft (2.38 kg/m). The chain shall have a published working load not less than 4500 lb (20 kN), based upon strength, fatigue and wear considerations, and a minimum ultimate tensile strength of 20,000 lb (89 kN). Chain side bars shall be of fiberglass composite construction having continuous fiberglass filaments oriented parallel with the side bars.

Flights – 100% replacement. Flight shall be 3 inch (75 mm) x 8 inch (200 mm) nominal size fiberglass construction, essentially rectangular in cross section. The member shall have a product of the modulus of elasticity (E, psi) and the moment of inertia (I, in⁴) of not less than 6.83×10^6 lb-inch² (19.5 kN-m²) about its minor axis (parallel to the direction of flow). The flight shall be of pultruded isophthalic composite construction with a minimum fiberglass content of 55%, to insure member strength and total encapsulation of the glass fibers to prevent wicking. All flights are to have wear shows on both the return and carry side. Stainless steel hardware shall attach all flights and their components.

Wear Strips – 100% replacement. Removable wear strips shall be provided for the return tracks consisting of 3/8" thick 100% virgin UHMW-polyethylene material in 10 foot sections with each section having five (5) countersunk holes. Stainless steel weld washers shall be field-welded to the tops of the carbon steel tracks. All splices shall be beveled at 45 degrees to allow for a smooth transition of the wear shoes in the direction of flight travel to prevent the shoes from hanging up on an uneven edge.

Track Angle – track angle shall be disassembled, in preparation for the concrete work, however, the track shall be re-used. If any are deemed to be unusable Evoqua shall replace in kind.

O AND M MANUALS - Evoqua will provide 3 hard copies and an electronic version of the O and M manual.

FREIGHT – Freight is the responsibility of Evoqua to be delivered on flat bed trucks. For ease of unloading.

Quotation Submitted by Evoqua Water Technologies LLC: Douglas Pimlott

Signature below indicates acceptance of this quotation, including the Standard Terms of Sale attached hereto.

Accepted by Buyer:

Company Name

By: _____

Date: _____

Acknowledged by Seller:

Evoqua Water Technologies LLC

by: _____

Date: _____

.....

SITE BUILT ERECTION PROPOSAL

Evoqua Water Technologies (EWT) proposes to furnish labor, and expendable materials to erect the equipment purchased on EWT's Proposal Number 2019-359833 .

The scope of work and responsibilities for the work is as defined below:

- 1 ES EWT is responsible for offloading the equipment supplied by EWT.
- 2 ES EWT erection responsibility begins at the point of flow into the erected equipment and ends at the point of flow from the erected equipment. Connections to and from the erected equipment is not by EWT.
- 3 ES EWT is responsible for installing supplied accessories and/or equipment mounted on the Clarifier or attached to the exterior of the plant by normal fabrication and welding procedures.**
- 4 ES EWT is responsible for providing the necessary construction equipment for erection (welding machines, cutting equipment, cranes etc.).**
- 5 ES EWT is responsible for setting the Drive.
- 6 ES EWT is responsible for mounting electrical units or accessories supplied by EWT on the erected equipment.**
- 7 ES EWT standard field welding is in the flat, horizontal and vertical down positions.
- 8 ES EWT is responsible for surface preparation or coating of field welds as a part of the equipment erection.
- 9 ES EWT is not responsible for any excavation and backfilling necessary for erection of the equipment.
- 10 ES EWT is not responsible for any field concrete work associated with this job.**
- 11 ES The Purchaser shall assume full responsibility for the foundation and soil on which the tank rests to properly support the weight of the tank and contents.
- 12 ES The Purchaser shall be responsible for providing a lay down area suitable for equipment storage
- 13 ES EWT shall not be responsible for filling and testing tanks for leakage.

GENERAL TERMS AND CONDITIONS
FOR FIELD ERECTION WORK

1. Equipment location and staking, including plant orientation, influent and effluent location, is the responsibility of the Purchaser and/or his engineer.

3. Purchaser agrees to provide a clear level work area at least 35 feet wide around the periphery of the erection site. Prior to starting erection, any obstructions in the work area, such as excavations, overhead lines, fences, trees, shrubbery, etc., shall be removed by and at the expense of the Purchaser. The Purchaser shall keep the site properly drained and free from surface water during erection, and until the work has been completed and accepted. The site and site access shall be capable of supporting a crane up to and including 50-ton capacity and other erection equipment. Any fill or dewatering necessary to accomplish the above, or additional costs of oversized or special equipment required due to poor site conditions, will be the responsibility of the Purchaser. Site leveling, grading, etc., after erections, shall be the responsibility of the Purchaser. EWT shall be responsible for the clean up and removal of trash, scrap materials, etc., left from EWT' erection work.

4. Purchaser agrees to provide site access and site working area capable of supporting the delivery trucks (70-75,000 pounds gross weight). Purchaser agrees to maintain site access and working area, daily if required, to allow EWT's erection crew to perform work during all weather conditions. Should EWT have to stop work and return to the site when access and/or work area permits or experience delays due to the site and site access being unsuitable for work due to Purchaser's failure to prepare and/or maintain the above, the Purchaser agrees to compensate EWT for cost incurred and agrees EWT shall be indemnified and held harmless from all loss or damages resulting from delays of job progress, that are directly or indirectly a result of the Purchaser's responsibility.

5. EWT' erection personnel are non-union and all work will be by non-union personnel. In case of interference in erection work due to labor problems by persons not employed by EWT, or the imposition of requirements concerning labor, working conditions, wage rates, etc., which were not clearly defined prior to EWT acceptance of the erection job, EWT shall have the right to stop work without prejudice until such interference or condition is satisfactorily removed or resolved. If additional costs are incurred by EWT due to such conflict the Purchaser hereby agrees to reimburse EWT for the additional costs incurred.

EWT is an Equal Opportunity Employer and shall comply with government regulations pertaining to fair and equal employment.

Work hours by EWT at the site shall be as determined by EWT. The purchaser shall not define working hours, number of work days per week or prohibit EWT from working evenings, weekends, holidays, etc., when deemed to be advisable by EWT.

6. INSURANCE

During the period of erection of the equipment contemplated herein, EWT will maintain the following insurance:

- (a) Workmen's Compensation and Employer's Liability.
- (b) Occupational Disease.
- (c) Contractual Liability.
- (d) Public Liability Insurance, Personal Injury and Property Damage.
- (e) Automobile Liability, Personal Injury and Property Damage.

Any insurance required by Purchaser in addition to the above mentioned coverage shall not be considered to be included in the purchase price as set forth herein and shall be charged to the Purchaser.

7. UNLOADING OF EQUIPMENT

EWT is responsible for unloading of equipment which is to be erected by EWT. Purchaser is responsible for unloading any equipment or accessories shipped to Purchaser for his installation. (Such as base channels to be embedded in concrete foundation by Purchaser, blowers or other accessories to be installed by Purchaser).

8. PURCHASER ACCEPTANCE OF ERECTED EQUIPMENT

When erection of the equipment nears completion EWT shall give Purchaser seventy-two hours verbal notice that the equipment shall be ready for inspection and acceptance. Purchaser agrees to provide, on seventy-two hours notice, an authorized agent to meet at the site with EWT' erection personnel, to inspect the erected equipment, and accept same for/or on behalf of the Purchaser. Any backordered items not installed at that time shall be listed on the acceptance agreement with written understanding that EWT is responsible for installing the subject equipment. Backordered items shall be received by the Purchaser at the "Backordered Address" previously provided-and stored until EWT installation is scheduled.

9. PREPARATION FOR START-UP OF ERECTED EQUIPMENT

Upon completion of erection, EWT shall inform the Purchaser that the erected equipment is ready to be placed in service. The Purchaser shall make all preparations for which he is responsible, such as: Influent and effluent connections, installation of the required electrical power supply and circuitry, filling tanks with clean water for testing and start-up, etc. If any deficiencies in materials or workmanship by EWT are discovered by the Purchaser while

performing this work, the Purchaser shall immediately notify EWT so that corrective action can be taken.

EWT is responsible for providing start-up supervision as defined in the equipment proposal. For scheduling purposes, ten days notice of desired start-up date is required.

10. SECURITY AND PROTECTION OF EQUIPMENT

Purchaser is responsible for security of equipment stored on his site after delivery prior to arrival of EWT crews to begin erection; and for any backordered material delivered to Purchaser after departure of EWT's erection crews. EWT shall not be responsible for deterioration, theft, vandalism or damage to equipment which is stored on site or left inoperative after installation due to delays in start-up. Purchaser agrees to be responsible for security and protection of such equipment.

11. BACKCHARGES

EWT will accept no backcharges for any reason, which have not been approved prior to any work being performed in writing by an authorized manager of the company. Purchaser agrees to contact EWT and receive written authorization prior to incurring any costs related to backcharges.

12. LICENSES AND PERMITS

Unless specifically stated in EWT' erection proposal, EWT is not responsible for licenses, permits or fees required to perform the work defined in this proposal.

13. (a) EWT shall not be liable for delays due to: (1) causes beyond its reasonable control or (2) acts of God, acts of customer, prerequisite work by others, acts of civil or military authority, government priorities, fires, strikes or other labor disturbances, floods, epidemics, war riot, delays in transportation or (3) Inability to obtain or delay in obtaining, due to causes beyond its reasonable control, suitable labor, materials, or facilities.

In the event of any such delay; the time of performance shall be extended for a period equal to the time lost by reason of the delay.

(b) In the event EWT is delayed by acts of the customer or by prerequisite work by other contractors or suppliers of the customer, EWT shall be entitled to an equitable price adjustment in addition to extension of the time of performance.

14. EWT reserves the right to subcontract any of the work to one or more subcontractors.

EVOQUA WATER TECHNOLOGIES LLC

Standard Terms of Sale

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are Ex Works Seller's factory (Incoterms 2010). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.
5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.
6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination. "Force Majeure Event" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes or (with respect to on-site work), unusual weather conditions.
7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of twelve (12) months from initial operation of the Work. If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Work in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN

THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

8. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.

9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.

10. **Termination.** Either party may terminate this agreement, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

11. **Dispute Resolution.** Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to this Agreement or its breach, termination, enforcement, interpretation or validity, the parties will first seek to agree on a forum for mediation to be held in a mutually agreeable site. If the parties are unable to resolve the dispute through mediation, then *any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Pittsburgh, Pennsylvania before three arbitrators who are lawyers experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The Arbitrators shall issue a reasoned decision of a majority of the arbitrators, which shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The substantially prevailing party as determined by the arbitrators shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. For any order shipped outside of the United States, any dispute shall be referred to and finally determined by the International Center for Dispute Resolution in accordance with the provisions of its International Arbitration Rules, enforceable under the New York Convention (Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and the governing language shall be English.*

12. **Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

13. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

14. **Rental Equipment / Services.** Any leased or rented equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or

termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.

15. **Miscellaneous.** These terms, together with any Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

Certification of Standard, Proprietary or Original Equipment Manufacturer Item

For Purchase Requisition No. _____

3-112 Procurement of Standard, Proprietary and Original Equipment Manufacturer Items.

A contract may be awarded for Supplies or Services with limited or no competition when the Supplies or Services:

- (a) have been selected as a JEA standard in the course of a standards program or through the action of a standards committee (standard); or
- (b) must be a certain type, brand, make or manufacture (proprietary); or
- (c) must be obtained from the original equipment manufacturer , manufacturer's representative or a distributor authorized by the original equipment manufacturer because of the criticality of the item or compatibility within the JEA system (original equipment manufacturer).

Category

The procurement item is (check the appropriate description):

_____ Standard _____ Proprietary X Original Equipment Manufacturer

Certification

I the undersigned certify that the specific supplies, services or construction described in the above referenced purchase requisition are the only such supplies, services or construction that will fulfill the intended need for the following reasons:

Evoqua Water Technologies is the OEM of the existing chain-and-flight solids collectors in the primary clarifier tanks at the Buckman WRF. Evoqua is the sole representative for these products and services and will allow for the OEM to perform a turnkey installation of the new equipment.



Signature of appointed employee initiating the purchase request

6/25/2020

Date

***This Certification shall be attached the purchase requisition when routed for approval.
Approval of the purchase requisition shall constitute affirmation of this Certification.***
