

# Welcome to the JEA Awards Meeting

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

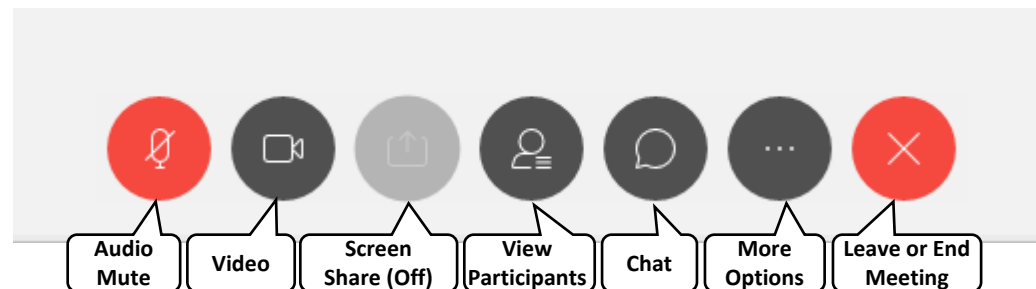
We will unmute your lines during the public comment time and provide opportunity for you to speak.

During the meeting, interested persons can also email **Cecil Camacho** at [camac@jea.com](mailto:camac@jea.com) to submit public comments to be read during the meeting regarding any matter on the agenda for consideration.

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

Please contact **Cecil Camacho** by telephone at **(904) 665-6823** or by email at [camac@jea.com](mailto:camac@jea.com) if you experience any technical difficulties during the meeting.

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



# AWARDS COMMITTEE AGENDA

**DATE:** Thursday, September 22, 2022

**TIME:** 10:00 A.M.

**PLACE:** JEA, Customer Center, Bid Office, 1st Floor, 21 West Church Street, Jacksonville, FL32202  
**OR**  
WebEx/Teleconference  
WebEx Meeting Number (access code): 2309 526 2709  
WebEx Password: cQMmJPHA823

## **Public Comments:**

## **Awards:**

1. Approval of the minutes from the last meeting(09/15/2022)
2. 1410797646 - Request approval to award contracts to Beard Equipment Co. in the amount of \$26,426.71, Global Rental Company in the amount of \$179,008.05, Ring Power Corporation in the amount of \$368,369.14, Sunbelt Rentals, Inc. in the amount of \$177,436.79 and United Rentals (NA), Inc. in the amount of \$289,065.11 for JEA Fleet Services Vehicle and Equipment Rentals for a total amount of \$1,040,305.80 subject to the availability of lawfully appropriated funds.
3. Request approval to award a contract increase to Callaway Contracting, Inc. in the amount of \$6,300,000.00 and to Petticoat-Schmitt Civil Contractors Inc in the amount of \$1,000,000.00 for construction services for Underground Water, Wastewater and Reuse Grid Repair and Installation Services, for a new total not-to-exceed amount of \$11,150,000.00, subject to the availability of lawfully approved funds.
4. Request approval to award a change order to Williams Industrial Services, LLC, for construction services for 4511 Spring Park Rd Pump Station Rehab and Upgrade project in the amount of \$630,459.75 for a new not-to-exceed amount of 3,988,597.73, subject to the availability of lawfully appropriated funds.
5. Request approval to award a contract to Garney Companies, Inc., for construction management at risk services for the Greenland SIPS projects in the amount of \$625,057.00, subject to the availability of lawfully appropriated funds.
6. Request approval to award a change order to Clean Power Research for PowerClerk Cloud Software Program, Support, and Training for Distributed Energy Resource (DER) workflow and Automation Service in the amount of \$307,190.00, for a new not-to-exceed amount of \$576,510.00, subject to the availability of lawfully appropriated funds.

**Informational Items:** N/A

**Open Discussion:** N/A

**Public Notice:** N/A

**General Business:** N/A

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

## 09-22-2022 Awards Committee

	<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>
<b>1</b>	Minutes	N/A	N/A	N/A	N/A	N/A	Approval of minutes from the 09/15/2022 meeting.
<b>2</b>	INVITATION FOR BID (IFB)	McElroy	\$977,896.51	\$26,426.71 \$179,008.05 \$368,369.14 \$177,436.79 \$289,065.11	Beard Equipment Co.  Global Rental Company  Ring Power Corporation  Sunbelt Rentals, Inc.  United Rentals (NA), Inc.	Three (3) Year w/Two (2) – 1 Yr. Renewals	<p><b><u>JEA Fleet Services Vehicle and Equipment Rentals</u></b></p> <p>The purpose of this Invitation for Bid (IFB) was to solicit pricing for vehicle and equipment rental services for JEA’s Fleet Services’ and other operations areas’ rental needs for light, medium and heavy-duty vehicles and equipment on short notice for unspecified periods of time. There are 150 items included in this solicitation. During the previous 34 months, the average annual spend for vehicle and equipment rentals was \$288,973.83.</p> <p>In order to ensure availability of rental items when needed, the basis of the solicitation and award is to award each item to the lowest cost respondent, as well as identify a secondary price and supplier.</p> <p>JEA grouped its vehicles and equipment into five (5) main rental groupings as identified below.</p> <p>Group 1: Transportation Equipment (17 items) Group 2: Utility Equipment (44 items) Group 3: Material Handling Equipment (22 items) Group 4: Construction Equipment and Off-road Equipment (26 items) Group 5: Other Equipment (41 items)</p> <p>This award is used by Fleet and other JEA business units. The 150 items included on the Vehicle and Equipment rental list are intended to mirror JEA’s current fleet and establish pricing for each item. The intent is to secure pricing in the event a rental is needed to seamlessly continue JEA operations when a JEA asset becomes inoperable or additional resources are needed.</p> <p>Given that JEA anticipates that not all items within the bid workbook will be used annually and are included as a precautionary measure with no fiscal impact to JEA, each suppliers’ award amount was reduced by 60.14% to align with the budget forecasts, previous contract utilization rates, and an additional buffer for non-primary rentals.</p>

## 09-22-2022 Awards Committee

							<p>The original budget estimate was determined based on historical spend as of March 2022, with an anticipated 20% increase in rates. At that time, the average annual spend was \$271,637.92. The current average annual spend has increased to \$288,973.83; after applying the anticipated 20% increase allowance, this creates a three-year budget of \$1,040,305.80. Budget resources have been identified and communicated to Finance, to cover any variance between approved budget and award amount.</p> <p>Request approval to award contracts to Beard Equipment Co. in the amount of \$26,426.71, Global Rental Company in the amount of \$179,008.05, Ring Power Corporation in the amount of \$368,369.14, Sunbelt Rentals, Inc. in the amount of \$177,436.79 and United Rentals (NA), Inc. in the amount of \$289,065.11 for JEA Fleet Services Vehicle and Equipment Rentals for a total amount of \$1,040,305.80 subject to the availability of lawfully appropriated funds.</p>
3	CONTRACT INCREASE	VU	\$11,150,000.00	\$6,300,000.00  \$1,000,000.00	<p>CALLAWAY CONTRACTING, INC.</p> <p>PETTICOAT-SCHMITT CIVIL CONTRACTORS INC.</p>	THREE (3) YEARS, W/ TWO – 1 YR. RENEWALS	<p><b><u>Construction Services for Underground Water, Wastewater and Reuse Grid Repair and Installation Services</u></b></p> <p>The Work performed under this Contract shall include providing the personnel, equipment, and materials to complete assigned tasks including, but not limited to, the following:</p> <ul style="list-style-type: none"> <li>• Water Main replacements and/or extensions (including the addition of valves, fire hydrants, or service modifications necessary to bring existing systems into compliance with current standards)</li> <li>• Water, Wastewater, and/or Reclaimed Piping repairs, replacements, and/or extensions (including valves and other appurtenances as well as piping within vacuum and low-pressure systems)</li> <li>• Manhole installation &amp; repairs (excluding liners/linings)</li> <li>• Service connections (residential and commercial)</li> <li>• Large meter installations</li> </ul> <p>This request is to increase the contract caps of Callaway Contracting and Petticoat-Schmitt. Since contract start on 12/15/2021, Callaway Construction and Petticoat-Schmitt have completed \$2,305,532.00 and \$961,348.05 worth of task orders, respectively. The proposed increases are forecast to fund the contracts through the end of the contract term (12/14/2024). These contracts have been very helpful in allowing JEA to quickly mobilize a contractor. The task orders issued under these contracts tend to be reactive in nature, not necessarily emergency work, but unplanned work resulting from the deterioration of an existing asset. During the first year of the contract Callaway and Petticoat-Schmitt have received more task orders because they have had more crew availability than J.B. Coxwell and TB Landmark (the other awardees of this contract).</p>

## 09-22-2022 Awards Committee

							<p>These projects included repairing leaking aerial water and force mains over rivers, abandoning unmarked sewers discovered during a FDOT project, and replacing failing, deep manholes at pump stations. The amount requested for Callaway Contracting restores contract authorization to the original budget and adds \$3.8 million for a specific task order response at a 20 ft. deep, 10 ft. wide cave-in on the 48" diameter trunk main in Nira St. at Hendricks Ave.</p> <p>The change order will utilize the current contract unit pricing. The unit prices are fixed for the three year term of the contract. If JEA issues a renewal, a CPI increase may be authorized at that time.</p> <p>A new total not-to-exceed amount of \$11,150,000.00.</p>
4	CHANGE ORDER	VU	\$630,459.75	\$630,459.75	WILLIAMS INDUSTRIAL SERVICES LLC	Project Completion	<p><b><u>4511 Spring Park Rd Pump Station Rehab and Upgrade</u></b>  The scope of work is for construction services for the 4511 Spring Park Road Pump Station Rehabilitation. The project includes the partial rehabilitation of the pump station which includes major electrical upgrades and the rehabilitation of the existing pumps, which will allow continued use of this pump station.</p> <p>This award request is for a change order to the construction contract of Williams Industrial Services, LLC for the 4511 Spring Park Rd. Pump Station Rehab and Upgrade project. The original bypass design was determined to be inadequate and did not meet the new standards that were developed after the Holiday Road Pump Station sanitary sewer overflow. The new specification requires all bypass systems to have additional redundancy for reliability, adding additional pumps and piping to the Spring Park design. JEA worked with the engineer and eventually accepted the design. The project team has been working with the contractor to complete all work available without the bypass in place, to minimize delays while the new system can be designed. The additional redundancy and specifications of the new system will end up costing more than what was originally bid, and JEA has worked out an agreeable change order with the contractor for this scope. The scope of work for the change order includes installation of a 24" force main wet tap and bypass system, which was not included in the original design. Construction cannot resume until the change order is approved and the bypass system is in operation.</p> <p>A new not-to-exceed amount of 3,988,597.73.</p>
5	REQUEST FOR PROPOSAL (RFP) 2 proposals	VU	\$996,659.00	\$625,057.00	GARNEY COMPANIES, INC.	Project Completion	<p><b><u>Construction Management-at-Risk (CMAR) Services for the SIPS – Greenland 30" WM, Davis 30" RWM &amp; Burnt Mill 24" FM Projects</u></b></p>

## 09-22-2022 Awards Committee

						<p>The scope of work includes providing Construction Manager at Risk (CMAR) services during design and construction for the projects listed below. For each area/project the initial scope of work will consist of pre-construction phase services such as design and constructability reviews, construction phase sequencing, coordination, maintenance of traffic, and maintenance of utility operations pre-planning, alternatives evaluations, cost estimating and cost control (value engineering) services, project schedule development, and preparation and submission of an “open-book” Guaranteed Maximum Price (GMP) proposal for construction phase services.</p> <ol style="list-style-type: none"> <li>1. The SIPS – Greenland – Southside Blvd – Deerwood 3 to Greenland WTP 30” Water Main scope of work is expected to generally include the following: <ul style="list-style-type: none"> <li>• Approximately 41,200 LF of 30-inch raw water transmission piping and fittings.</li> <li>• New 1.1 Mgal prestressed concrete storage tank and associated piping at the Greenland Water treatment plant.</li> <li>• Water Quality Monitoring Station</li> <li>• Greenland WTP SIPS Intertie Station</li> <li>• Supervisory Control and Data Acquisition (SCADA) System</li> <li>• Multiple trenchless crossings involving horizontal directional drill and/or auger jack and bore crossings of wetlands and major intersections.</li> </ul> </li> <li>2. The Davis - Gate Pkwy to RG Skinner – Reclaim Water Main scope of work is expected to generally include the following: <ul style="list-style-type: none"> <li>• Approximately 16,300 LF of 30-inch reclaim water transmission piping and fittings.</li> <li>• Multiple trenchless crossings involving horizontal directional drill crossings of wetlands</li> </ul> </li> <li>3. The Burnt Mill 24” Force Main scope of work is expected to generally include the following: <ul style="list-style-type: none"> <li>• Approximately 1,150 LF of 24-inch PVC sewer force main transmission piping and fittings.</li> </ul> </li> </ol> <p>This award request is for Phase 1 services for pre-construction work for the Greenland SIPS projects. As the design progresses, contract increases will be brought before the Awards Committee for early material purchases and the final GMP. The award amount is approximately 37.3% lower than estimated. JEA used an industry average of 1.5% of construction costs for the cost of this pre-construction work as the basis of the estimate. JEA negotiated the hourly rates used in the formation of the fee based on historical hourly rates with increases allowed for CPI. JEA project staff and procurement have reviewed the scope and fee and deemed it reasonable when compared to past projects. The current construction budget for these projects is \$66,443,964.00.</p>
--	--	--	--	--	--	--

## 09-22-2022 Awards Committee

							A not-to-exceed amount of \$625,057.00.
6	CHANGE ORDER	DUTTON	N/A	\$307,190.00	CLEAN POWER RESEARCH	09/30/2023	<p><b><u>PowerClerk Cloud Software Program, Support, and Training for Distributed Energy Resource (DER) workflow and Automation Service</u></b></p> <p>The request is for a PowerClerk cloud software program, support and training which enables electric utilities to leverage a proven, safe and secure Distributed Energy Resource (DER) workflow and automation service that is easy to configure, and delivers integration and workflow transparency.</p> <p>This request is to add additional funds in the amount of \$307,190.00 for additional services required in FY22 due to higher-than-expected usage, and to move from a starter to a growth package for the remainder of the contract to cost-effectively leverage the solution across JEA. The true up for year one FY22 volumetric charges is due to the number of JEA customers interconnecting solar and battery exceeding expectations/purchased points/envelopes from the Clean Power Research as originally noted below. FY22 has thus far more than doubled the number of applications received in FY21. This FY22 true up requires \$66,726.00 in additional charges for the excess usage above the original starter package. The solar and battery interconnection numbers for JEA customers continues to remain at a high level, and thus JEA is also planning on an increasing volume/cost for the remaining four years of the contract and is increasing the “points” and “eSignature envelope” quantity at \$71,700.00 annually.</p> <p>Request approval to award a change order to Clean Power Research for PowerClerk Cloud Software Program, Support, and Training for Distributed Energy Resource (DER) workflow and Automation Service in the amount of \$307,190.00, for a new not-to-exceed amount of \$576,510.00, subject to the availability of lawfully appropriated funds.</p>
<b>Total Award</b>				<b>\$9,903,012.55</b>			

## **JEA AWARDS COMMITTEE**

### **September 15, 2022, MEETING MINUTES**

The JEA procurement Awards Committee met on September 15, 2022, in person with a WebEx option.

WebEx Meeting Number (access code): 2309 526 2709

WebEx Password: cQMmJPHA823

Members in attendance were Jenny McCollum as Chief Procurement Officer, Stephen Datz as Chairperson (onsite), Hai Vu (onsite) as Vice Chairperson, Stephanie Nealy as Budget Representative, Rebecca Lavie as Office of General Counsel Representative; Ricky Erixton (onsite), Joe Orfano, Mark Stultz for Laura Schepis. Unless otherwise indicated, all attendees were via WebEx.

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

#### Public Comments:

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

#### Awards:

1. Approval of the minutes from the last meeting (09/08/2022). Chair Datz verbally presented the Committee Members the proposed September 8, 2022, minutes as presented.

**MOTION:** Joe Orfano made a motion to approve the September 8, 2022, minutes (Award Item 1). The motion was seconded by Ricky Erixton and approved unanimously by the Awards Committee (5-0).

The Committee Members reviewed and discussed the following Awards Items 2 –8.

2. Request approval to award a contract to Blue Cross and Blue Shield of Florida Inc for Medical ASO, Pharmacy Benefit Management Services, Stop Loss and Chronic Condition Management Services in the amount of \$31,974,077.00, subject to the availability of lawfully appropriated funds.

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

3. 1410373646– Request approval to award a contract to Kubra Data Transfer, LTD for Bill Print, Presentment, and Electronic Payments in the amount of \$32,430,837.23, subject to the availability of lawfully appropriated funds.

**MOTION:** Joe Orfano made a motion to approve Award Item 3 as amended in the committee packet. The motion was seconded by Mark Stultz and approved unanimously by the Awards Committee (5-0).

4. Request approval of a payment to Florida Department of Transportation for FDOT SR 115 - Soutel Drive to Nassau County Line project in the amount of \$328,815.07, subject to the availability of lawfully appropriated funds.

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



5. Request approval to award a single source contract with ProcureAbility to Material Planning Support in the amount of \$705,000.00, subject to the approval of lawfully appropriated funds.

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

6. 1410653046 – Request approval to award a contract to Kimley-Horn and Associates, Inc. for the Wastewater Capacity Management, Operations, and Maintenance Program study, in the amount of \$324,923.70, subject to the availability of lawfully appropriated funds.

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

7. Request approval to award a contract increase to Davis Tire Center, Inc. in the amount of \$402,111.52, for a new not-to-exceed amount of \$1,503,949.02 to provide Tire Maintenance and Repair Services, subject to the availability of lawfully appropriated funds.

**MOTION:** Hai Vu made a motion to approve Award Item 7 as presented in the committee packet. The motion was seconded by Mark Stultz and approved unanimously by the Awards Committee (5-0).

8. Request approval to award payment to Florida Department of Transportation for I-95 and MLK Interchange Water Main Replacement and Sewer Rehabilitation project in the amount of \$1,861,064.96, subject to the availability of lawfully appropriated funds.

**MOTION:** Ricky Erixton made a motion to approve Award Item 8 as presented in the committee packet. The motion was seconded by Joe Orfano and approved unanimously by the Awards Committee (5-0).

Informational Item:

No informational items were presented to the Awards Committee.

Ratifications:

Award 7 was a Ratification presented to the Awards Committee.

Public Comments:

No additional public comment speaking period was taken.

Adjournment:

Chair Datz adjourned the meeting at 10:33 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/](https://www.jea.com/About/Procurement/Awards_Meeting_Agendas_and_Minutes/)



## Formal Bid and Award System

Award #2 September 22, 2022

**Type of Award Request:** INVITATION FOR BID (IFB)  
**Request #:** 506  
**Requestor Name:** Hightower, Justin  
**Requestor Phone:** (904) 665-8357  
**Project Title:** JEA Fleet Services Vehicle and Equipment Rentals  
**FY 22 Project Number:** Various  
**Project Location:** JEA  
**Funds:** O&M & CAPITAL  
**Budget Estimate:** \$977,896.51  
**Scope of Work:**

The purpose of this Invitation for Bid (IFB) was to solicit pricing for vehicle and equipment rental services for JEA's Fleet Services' and other operations areas' rental needs for light, medium and heavy-duty vehicles and equipment on short notice for unspecified periods of time. There are 150 items included in this solicitation. During the previous 34 months, the average annual spend for vehicle and equipment rentals was \$288,973.83.

**JEA IFB/RFP/State/City/GSA#:** 1410792446  
**Purchasing Agent:** Eddie Bayouth  
**Is this a Ratification?:** No

### RECOMMENDED AWARDEE:

Name	Vendor Contact	Email	Address	Phone	Award Amount
Beard Equipment Co.	Ace Waters	<a href="mailto:awaters@beardequipment.com">awaters@beardequipment.com</a>	6870 Phillips Hwy Jacksonville, FL 32216	904-295-0525	\$26,426.71
Global Rental Company	Charlie Mathews	<a href="mailto:charlie.mathews@altec.com">charlie.mathews@altec.com</a>	33 Inverness Center Pwy Birmingham, AL 35242	205-991-7733	\$179,008.05
Ring Power Corporation	Jay Lusk	<a href="mailto:jay.lusk@ringpower.com">jay.lusk@ringpower.com</a>	500 World Commerce Pwy St. Augustine, FL 32092	904-494-1138	\$368,369.14
Sunbelt Rentals, Inc.	Patricia Tworkowski	<a href="mailto:ptworkowski@sunbeltrentals.com">ptworkowski@sunbeltrentals.com</a>	833 Pickettville Rd Jacksonville, FL 32220	904-781-4156	\$177,436.79
United Rentals (NA), Inc.	Jeffrey James	<a href="mailto:govrents@ur.com">govrents@ur.com</a>	5402 Phillips Hwy Jacksonville, FL 322207	877-874-4468	\$289,065.11
			<b>Total</b>		<b>\$1,040,305.80</b>

**Amount for entire term of Contract/PO:** \$1,040,305.80  
**Award Amount for remainder of this FY:** \$0.00  
 Length of Contract/PO Term: Three (3) Year w/Two (2) – 1 Yr. Renewals  
 Begin Date (mm/dd/yyyy): 10/01/2022  
 End Date (mm/dd/yyyy): 09/30/2025  
 Renewal Options: Yes, Two (2) – One (1) Yr. Renewals  
 JSEB Requirement: N/A - Optional

**BIDDERS:**

Name	Items Bid	Items Won	Items 2 <sup>nd</sup> Lowest Bid	Bid Value	Total Amount of Award
Beard Equipment Co.	120	2	2	\$66,300.00	\$26,426.71
Global Rental Company	26	25	1	\$449,100.00	\$179,008.05
Ring Power Corporation	68	24	27	\$924,174.00	\$368,369.14
Sunbelt Rentals, Inc.	59	19	27	\$445,158.00	\$177,436.79
United Rentals (NA), Inc.	88	54	32	\$725,214.00	\$289,065.11
No Quote		26	61		
		150	150	\$2,609,946.00	\$1,040,305.80

**Background/Recommendation:**

Advertised on 07/01/2022. Three (3) vendors attended the optional pre-response meeting held on 07/7/2022. At bid opening held on 07/26/2022, JEA received five (5) responses. In order to ensure availability of rental items when needed, the basis of the solicitation is to award each item to the lowest cost respondent, as well as identify a secondary price and supplier.

JEA grouped its vehicles and equipment into five (5) main rental groupings as identified below.

- Group 1: Transportation Equipment (17 items)
- Group 2: Utility Equipment (44 items)
- Group 3: Material Handling Equipment (22 items)
- Group 4: Construction Equipment and Off-road Equipment (26 items)
- Group 5: Other Equipment (41 items)

This award is used by Fleet and other JEA business units. The 150 items included on the Vehicle and Equipment rental list are intended to mirror JEA’s current fleet and establish pricing for each item. The intent is to secure pricing in the event a rental is needed to seamlessly continue JEA operations when a JEA asset becomes inoperable or additional resources are needed.

Given that JEA anticipates that not all items within the bid workbook will be used annually and are included as a precautionary measure with no fiscal impact to JEA, each suppliers' award amount was reduced by 60.14% to align with the budget forecasts, previous contract utilization rates, and an additional buffer for non-primary rentals.

The original budget estimate was determined based on historical spend as of March 2022, with an anticipated 20% increase in rates. At that time, the average annual spend was \$271,637.92. The current average annual spend has increased to \$288,973.83; after applying the anticipated 20% increase allowance, this creates a three year budget of \$1,040,305.80. Budget resources have been identified and communicated to Finance, to cover any variance between approved budget and award amount.

1410797646 - Request approval to award contracts to Beard Equipment Co. in the amount of \$26,426.71, Global Rental Company in the amount of \$179,008.05, Ring Power Corporation in the amount of \$368,369.14, Sunbelt Rentals, Inc. in the amount of \$177,436.79 and United Rentals (NA), Inc. in the amount of \$289,065.11 for JEA Fleet Services Vehicle and Equipment Rentals for a total amount of \$1,040,305.80 subject to the availability of lawfully appropriated funds.

**Manager** Justin Hightower, Manager, Fleet Services  
**Director:** Baley Brunell – Director, Facilities & Fleet Services  
**VP:** McElroy, Alan – VP Supply Chain & Operations Support

**APPROVALS:**

Stephen Datz 9/22/2022  
**Chairman, Awards Committee** **Date**

Stephanie M. Nealy 9/23/2022  
**Budget Representative** **Date**







## Formal Bid and Award System

Award #3

September 22, 2022

**Type of Award Request:** CONTRACT INCREASE  
**Request #:** 599 & 600  
**Requestor Name:** Sencer, Justin B. - Mgr WWW Reuse Delivery & Collection Eng  
**Requestor Phone:** (904) 665-6826  
**Project Title:** Construction Services for Underground Water, Wastewater and Reuse Grid Repair and Installation Services  
**Project Number:** Various  
**Project Location:** JEA  
**Funds:** Capital  
**Award Estimate:** \$11,150,000.00  
**Scope of Work:**

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

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

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

**Purchasing Agent:** King, David

**Is this a Ratification?:** NO

### RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Original Contract Amount	Previous Contract Increases	This Increase Request	New NTE Amount
CALLAWAY CONTRACTING, INC.	Jeremy Isbell	jeremy@callawaycontracting.com	\$2,500,000.00	\$250,000.00	\$6,300,000.00	\$9,050,000.00
PETTICOAT-SCHMITT CIVIL CONTRACTORS INC.	Kimberly Bryan	kbryan@petticoatschmitt.com	\$1,000,000.00	\$100,000.00	\$1,000,000.00	\$2,100,000.00

**Amount of Original Award:** \$7,500,000.00

**Date of Original Award:** 11/18/2021

**Contract Increase Amount:** \$7,300,000.00

### List of Previous Change Order/Amendments:

CPA #	Name	Amount	Date
202189	CALLAWAY CONTRACTING, INC.	\$250,000.00	09/14/2022

202195	PETTICOAT-SCHMITT CIVIL CONTRACTORS INC.	\$100,000.00	07/11/2022
--------	--	--------------	------------

**New Not-To-Exceed Amount:** \$11,150,000.00  
**Contract Term** Three (3) Years, w/ Two – 1 Yr. Renewals  
**Begin Date (mm/dd/yyyy):** 12/15/2021  
**End Date (mm/dd/yyyy):** 12/14/2024  
**Renewal Options:** Two (2) – 1 Yr. Renewals  
**JSEB Requirement:** N/A

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

**Background/Recommendations:**

Originally approved by Awards Committee on 11/18/2021 in the amount of \$7,500,000.00 to Callaway Contracting, Inc. (\$2,500,000.00), Petticoat-Schmitt Civil Contractors Inc. (\$1,000,000.00), TB Landmark Construction, Inc. (2,000,000.00) and J.B. Coxwell Contracting, Inc. (\$2,000,000.00) as unit price contracts. A copy of the original award is attached as backup.

This request is to increase the contract caps of Callaway Contracting and Petticoat-Schmitt. Since the contract starts on 12/15/2021, Callaway Contracting and Petticoat-Schmitt have completed \$2,305,532.00 and \$961,348.05 worth of task orders, respectively. The proposed increases are forecast to fund the contracts through the end of the contract term (12/14/2024). These contracts have been very helpful in allowing JEA to quickly mobilize a contractor. The task orders issued under these contracts tend to be reactive in nature, not necessarily emergency work, but unplanned work resulting from the deterioration of an existing asset. During the first year of the contract Callaway Contracting and Petticoat-Schmitt have received more task orders because they have had more crew availability than J.B. Coxwell and TB Landmark (the other awardees of this contract). These projects included repairing leaking aerial water and force mains over rivers, abandoning unmarked sewers discovered during a FDOT project, and replacing failing, deep manholes at pump stations. The amount requested for Callaway Contracting restores contract authorization to the original budget and adds \$3.8 million for a specific task order response at a 20 ft. deep, 10 ft. wide cave-in on the 48” diameter trunk main in Nira St. at Hendricks Ave.

The change order will utilize the current contract unit pricing. The unit prices are fixed for the three year term of the contract. If JEA issues a renewal, a CPI increase may be authorized at that time.

Request approval to award a contract increase to Callaway Contracting, Inc. in the amount of \$6,300,000.00 and to Petticoat-Schmitt Civil Contractors Inc. in the amount of \$1,000,000.00 for construction services for Underground Water, Wastewater and Reuse Grid Repair and Installation Services, for a new total not-to-exceed amount of \$11,150,000.00, subject to the availability of lawfully approved funds.

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

**APPROVALS:**

Stephen Datz 9/22/2022

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

Stephanie M Healy 9/23/2022

**Budget Representative** **Date**





## Formal Bid and Award System

Award #9 November 18, 2021

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

**Scope of Work:**

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

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

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

**Purchasing Agent:** Kruck, Dan

**Is this a Ratification?:** NO

**RECOMMENDED AWARDEE(S):**

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

PETTICOAT-SCHMITT CIVIL CONTRACTORS, INC.	Kimberly Bryan	kbryan@petticoatschmitt.com	6380 Philips Hwy, Jacksonville, FL 32216	(904) 751-0888	\$1,000,000.00
---	----------------	-----------------------------	--	-------------------	----------------

**Amount for entire term of Contract/PO:** \$7,500,000.00  
**Award Amount for remainder of this FY:** \$2,350,000.00  
**Length of Contract/PO Term:** Three (3) Years w/ Two - 1 Yr. Renewals  
**Begin Date:** 12/15/2021  
**End Date:** 12/14/2024  
**Renewal Options:** Two - 1 Yr. Renewals  
**JSEB Requirement:** N/A

**Comments on JSEB Requirements:**

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

**BIDDERS:**

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

**Background/Recommendations:**

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

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

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

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

**APPROVALS:**

<u>Stephen Doherty</u>	11/18/21
<b>Chairman, Awards Committee</b>	<b>Date</b>
<u>Stephanie M Healy</u>	11/18/21
<b>Budget Representative</b>	<b>Date</b>

Appendix B - Bid Forms

1410399647 Construction Services for Underground Water, Wastewater and Reuse Grid Repair and Installation Services

Submit the Bid electronically as described in section 1.1.3 of the Solicitation.

Company Name: Callaway Contracting, Inc.

Company's Address: 10950 New Berlin Rd; Jacksonville, FL 32226

License Number: CGC009273 / CUC050627

Phone Number: 904-751-8944 FAX No: 904-751-0940 Email Address: jeremy@callawaycontracting.com

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

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

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

<b>PAYMENT DISCOUNTS</b> <input type="checkbox"/> 1% 20, net 30 <input type="checkbox"/> 2% 10, net 30 <input type="checkbox"/> Other _____ <input checked="" type="checkbox"/> None Offered	
--	--

<b>ENTER YOUR BID FOR SOLICITATION 1410399647</b>	<b>TOTAL BID PRICE</b>
Total Bid Price for the Project (enter total from cell G53 in the Bid Workbook)	\$ 3,585,506.88

**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  1

  
 \_\_\_\_\_  
 Handwritten Signature of Authorized Officer of Company or Agent

10/5/21  
 \_\_\_\_\_  
 Date

Jeremy Isbell - Vice President  
 \_\_\_\_\_  
 Printed Name and Title

**Appendix B - Bid Workbook**

1410399647 Construction Services for Underground Water, Wastewater and Reuse Grid Repair and Installation Services

(Enter data in the yellow cells only)

Callaway Contracting, Inc.		One year estimated hours		Hourly Labor Rates		Extended Price
		Straight Time	Overtime	Straight Time	Overtime	
2.01	Field Superintendent	400	50	\$ 85.00	\$ 128.00	\$40,400.00
2.02	Pipefitter Foreman	2000	200	\$ 60.00	\$ 90.00	\$138,000.00
2.03	Pipefitter	2000	200	\$ 33.00	\$ 50.00	\$76,000.00
2.04	Pipefitter Helper	2000	200	\$ 30.00	\$ 45.00	\$69,000.00
2.05	Laborer	2000	200	\$ 26.00	\$ 39.00	\$59,800.00
2.06	Equipment Operator	2000	200	\$ 33.00	\$ 50.00	\$76,000.00
2.07	Truck Driver	2000	200	\$ 30.00	\$ 45.00	\$69,000.00
2.08	Worksite Traffic Supervisor	1000	100	\$ 30.00	\$ 45.00	\$34,500.00
2.09	Flagger	1000	100	\$ 26.00	\$ 39.00	\$29,900.00
<b>(A) Subtotal Labor</b>						<b>\$592,600.00</b>
Equipment Operating Costs		One year estimated days	Daily Rate (24 hour day for use any day of the week Sun - Sat) Includes Fuel			Extended Price
3.01	Generator, 16 KW	35	\$ 160.00			\$5,600.00
3.02	Generator, 5.5 KW	35	\$ 50.00			\$1,750.00
3.03	Light Tower	35	\$ 150.00			\$5,250.00
3.04	Loader - Wheel	250	\$ 500.00			\$125,000.00
3.05	Pump - Trash Pump	250	\$ 50.00			\$12,500.00
3.06	Pump, Diaphragm	250	\$ 150.00			\$37,500.00
3.07	Air Compressor	135	\$ 75.00			\$10,125.00
3.08	Compactor, Vibratory, Drum	35	\$ 250.00			\$8,750.00
3.09	Trailer, 20-Ton	250	\$ 100.00			\$25,000.00

Equipment Operating Costs		One year estimated days	Daily Rate (8 hour day for use any day of the week Sun - Sat) Includes Fuel	Mob or Demob Fee (one time fee for each mobilization or demob)	Overtime (hrly rate, per additional hour during the same day over 8 hours)	Extended Price
3.10	Backhoe - Wheel	250	\$ 350.00	no mob allowed	\$ 150.00	\$87,650.00
3.11	Excavator - up to 20t, Hydraulic, 0.5 CY	250	\$ 475.00	no mob allowed	\$ 175.00	\$118,925.00
3.12	Excavator, over 20t, Hydraulic, 1.0 CY	250	\$ 550.00	\$ 600.00	\$ 200.00	\$138,300.00
3.13	Excavator, over 20t Hydraulic, 1.5 CY	35	\$ 650.00	\$ 750.00	\$ 250.00	\$23,750.00
3.14	Excavator, over 20t Hydraulic, 2.5 CY	35	\$ 850.00	\$ 900.00	\$ 325.00	\$30,975.00
3.15	Skid Steer	250	\$ 450.00	no mob allowed	\$ 175.00	\$112,675.00
3.16	Sweeper, Pavement	35	\$ 325.00	no mob allowed	\$ 125.00	\$11,500.00
3.17	Truck, Dump 12 CY	250	\$ 550.00	no mob allowed	\$ 225.00	\$137,725.00
3.18	Truck, Dump 8 CY	250	\$ 325.00	no mob allowed	\$ 150.00	\$81,400.00
3.19	Truck, Flatbed	250	\$ 325.00	no mob allowed	\$ 150.00	\$81,400.00
3.20	Truck, Pickup	250	\$ 200.00	no mob allowed	\$ 100.00	\$50,100.00
3.21	Truck, Service	250	\$ 200.00	no mob allowed	\$ 100.00	\$50,100.00
3.22	Truck, Water, 4000 gal.	20	\$ 750.00	no mob allowed	\$ 400.00	\$15,400.00
3.23	Van-Cargo	250	\$ 100.00	no mob allowed	\$ 50.00	\$25,050.00
<b>(B) Subtotal Equipment Cost</b>						<b>\$1,196,425.00</b>
<b>(F) Overhead Markup Percentage (applied to both Labor and Equipment rates in section A and B above)</b>						<b>15.00%</b>
<b>(G) Profit Markup Percentage (applied to both Labor and Equipment rates in section A and B above)</b>						<b>12.50%</b>
<b>Subtotal Labor, Equipment, Overhead and Profit</b>						<b>\$ 2,281,006.88</b>
						<b>% Markup</b>
<b>(C) Estimated Material</b>		\$1,000,000		<b>7.50%</b>		<b>\$ 1,075,000.00</b>
<b>(D) Estimated Subcontracts</b>		\$100,000		<b>35.00%</b>		<b>\$ 135,000.00</b>
<b>(E) Estimated Equipment Rental</b>		\$70,000		<b>35.00%</b>		<b>\$ 94,500.00</b>

Equipment Operating Costs	One year estimated days	Daily Rate (8 hour day for use any day of the week Sun - Sat) <b>Includes Fuel</b>	<b>Mob or Demob Fee (one time fee for each mobilization or demob)</b>	<b>Overtime</b> (hrly rate, per additional hour during the same day over 8 hours)	Extended Price
<b>Total One-Year Bid Price (Enter this amount on the Bid Form)</b>				<b>\$ 3,585,506.88</b>	

Appendix B - Bid Forms

1410399647 Construction Services for Underground Water, Wastewater and Reuse Grid Repair and Installation Services

Submit the Bid electronically as described in section 1.1.3 of the Solicitation.

Company Name: Petticoat-Schmitt Civil Contractors, Inc.

Company's Address: 6380 Philips Hwy., Jacksonville, FL 32216

License Number: CGC #057651; CUC #057440

Phone Number: (904) 751-0888 FAX No: (904) 751-0988 Email Address: kbryan@petticoatschmitt.com

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

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

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

<b>PAYMENT DISCOUNTS</b> <input type="checkbox"/> 1% 20, net 30 <input type="checkbox"/> 2% 10, net 30 <input type="checkbox"/> Other _____ <input checked="" type="checkbox"/> None Offered	
--	--

<b>ENTER YOUR BID FOR SOLICITATION 1410399647</b>	<b>TOTAL BID PRICE</b>
<b>Total Bid Price for the Project</b> (enter total from cell G53 in the Bid Workbook)	<b>\$ 4,064,356<sup>80</sup></b>

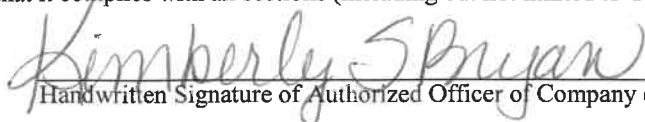
I have read and understood the Sunshine Law/Public Records clauses contained within this solicitation. I understand that in the absence of a redacted copy my proposal will be disclosed to the public "as-is".

**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 1

  
 Handwritten Signature of Authorized Officer of Company or Agent

10/5/21  
Date

Kimberly S. Bryan, Vice President  
 Printed Name and Title



Appendix B - Bid Workbook						
1410399647 Construction Services for Underground Water, Wastewater and Reuse Grid Repair and Installation Services						
(Enter data in the yellow cells only)						
Petticoat-Schmitt Civil Contractors	One year estimated hours		Hourly Labor Rates		Extended Price	
	Straight Time	Overtime	Straight Time	Overtime		
2.01	Field Superintendent	400	50	\$ 92.00	\$ 129.00	\$43,250.00
2.02	Pipefitter Foreman	2000	200	\$ 73.00	\$ 102.00	\$166,400.00
2.03	Pipefitter	2000	200	\$ 46.00	\$ 64.00	\$104,800.00
2.04	Pipefitter Helper	2000	200	\$ 34.00	\$ 47.00	\$77,400.00
2.05	Laborer	2000	200	\$ 34.00	\$ 47.00	\$77,400.00
2.06	Equipment Operator	2000	200	\$ 47.00	\$ 65.00	\$107,000.00
2.07	Truck Driver	2000	200	\$ 39.00	\$ 54.00	\$88,800.00
2.08	Worksite Traffic Supervisor	1000	100	\$ 62.00	\$ 87.00	\$70,700.00
2.09	Flagger	1000	100	\$ 30.00	\$ 42.00	\$34,200.00
<b>(A) Subtotal Labor</b>						<b>\$769,950.00</b>
Equipment Operating Costs		One year estimated days	Daily Rate (24 hour day for use any day of the week Sun - Sat) Includes Fuel			Extended Price
3.01	Generator, 16 KW	35	\$ 605.00			\$21,175.00
3.02	Generator, 5.5 KW	35	\$ 55.00			\$1,925.00
3.03	Light Tower	35	\$ 178.00			\$6,230.00
3.04	Loader - Wheel	250	\$ 488.00			\$122,000.00
3.05	Pump - Trash Pump	250	\$ 222.00			\$55,500.00
3.06	Pump, Diaphragm	250	\$ 222.00			\$55,500.00
3.07	Air Compressor	135	\$ 277.00			\$37,395.00
3.08	Compactor, Vibratory, Drum	35	\$ 577.00			\$20,195.00
3.09	Trailer, 20-Ton	250	\$ 160.00			\$40,000.00
Equipment Operating Costs		One year estimated days	Daily Rate (8 hour day for use any day of the week Sun - Sat) Includes Fuel	Mob or Demob Fee (one time fee for each mobilization or demob)	Overtime (hrly rate, per additional hour during the same day over 8 hours)	Extended Price
3.10	Backhoe - Wheel	250	\$ 444.00	no mob allowed	\$ 56.00	\$111,056.00
3.11	Excavator - up to 20t, Hydraulic, 0.5 CY	250	\$ 488.00	no mob allowed	\$ 61.00	\$122,061.00
3.12	Excavator, over 20t, Hydraulic, 1.0 CY	250	\$ 622.00	\$ 600.00	\$ 78.00	\$156,178.00
3.13	Excavator, over 20t Hydraulic, 1.5 CY	35	\$ 667.00	\$ 600.00	\$ 83.00	\$24,028.00
3.14	Excavator, over 20t Hydraulic, 2.5 CY	35	\$ 888.00	\$ 800.00	\$ 111.00	\$31,991.00
3.15	Skid Steer	250	\$ 388.00	no mob allowed	\$ 49.00	\$97,049.00
3.16	Sweeper, Pavement	35	\$ 444.00	no mob allowed	\$ 56.00	\$15,596.00
3.17	Truck, Dump 12 CY	250	\$ 710.00	no mob allowed	\$ 89.00	\$177,589.00
3.18	Truck, Dump 8 CY	250	\$ 710.00	no mob allowed	\$ 89.00	\$177,589.00
3.19	Truck, Flatbed	250	\$ 577.00	no mob allowed	\$ 72.00	\$144,322.00
3.20	Truck, Pickup	250	\$ 111.00	no mob allowed	\$ 14.00	\$27,764.00
3.21	Truck, Service	250	\$ 155.00	no mob allowed	\$ 19.00	\$38,769.00
3.22	Truck, Water, 4000 gal.	20	\$ 799.00	no mob allowed	\$ 100.00	\$16,080.00
3.23	Van-Cargo	250	\$ 178.00	no mob allowed	\$ 22.00	\$44,522.00
<b>(B) Subtotal Equipment Cost</b>						<b>\$1,544,514.00</b>
<b>(F) Overhead Markup Percentage (applied to both Labor and Equipment rates in section A and B above)</b>						<b>10.00%</b>
<b>(G) Profit Markup Percentage (applied to both Labor and Equipment rates in section A and B above)</b>						<b>10.00%</b>
<b>Subtotal Labor, Equipment, Overhead and Profit</b>						<b>\$ 2,777,356.80</b>
<b>(C) Estimated Material</b>		\$1,000,000	<b>% Markup</b>			
			10.00%			\$ 1,100,000.00
<b>(D) Estimated Subcontracts</b>		\$100,000	10.00%			\$ 110,000.00
<b>(E) Estimated Equipment Rental</b>		\$70,000	10.00%			\$ 77,000.00
<b>Total One-Year Bid Price (Enter this amount on the Bid Form)</b>						<b>\$ 4,064,356.80</b>



## Formal Bid and Award System

Award #4 September 22, 2022

**Type of Award Request:** CHANGE ORDER  
**Request #:** 601  
**Requestor Name:** Belvin, Carter H.  
**Requestor Phone:** (781) 857-9109  
**Project Title:** 4511 Spring Park Rd. Pump Station Rehab and Upgrade  
**Project Number:** 8002427  
**Project Location:** JEA  
**Funds:** Capital  
**Budget Estimate:** \$630,459.75

### Scope of Work:

The scope of work is for construction services for the 4511 Spring Park Road Pump Station Rehabilitation. The project includes the partial rehabilitation of the pump station which includes major electrical upgrades and the rehabilitation of the existing pumps, which will allow continued use of this pump station.

**JEA IFB/RFP/State/City/GSA#:** 104-20  
**Purchasing Agent:** King, David  
**Is this a Ratification?:** NO

### RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
WILLIAMS INDUSTRIAL SERVICES, LLC	Matt Morgan	mmorgan@wisgrp.com	591 Picketville Rd. Jacksonville, FL	(904) 696-9994	\$630,459.75

**Amount of Original Award:** \$3,358,137.98  
**Date of Original Award:** 12/17/2020  
**Change Order Amount:** \$630,459.75  
**New Not-To-Exceed Amount:** \$3,988,597.73  
**Length of Contract/PO Term:** Project Completion  
**Begin Date (mm/dd/yyyy):** 03/11/2021  
**End Date (mm/dd/yyyy):** Project Completion (Expected: April 2023)  
**JSEB Requirement:** Five Percent (5%) Requirement

### Comments on JSEB Requirements:

Original Award:  
 Complete Coatings, Inc. (Painting) – 3.6%  
 Donna J. Hamilton (Materials) – 1.6%

This Change Order:  
 N/A

**Background/Recommendations:**

Originally bid and approved by Awards Committee on 12/17/2020 in the amount of \$3,358,137.98 to Williams Industrial Services, LLC. A copy of the original award is attached as backup.

This award request is for a change order to the construction contract of Williams Industrial Services, LLC for the 4511 Spring Park Rd. Pump Station Rehab and Upgrade project. The original bypass design was determined to be inadequate and did not meet the new standards that were developed after the Holiday Road Pump Station sanitary sewer overflow. The new specification requires all bypass systems to have additional redundancy for reliability, adding additional pumps and piping to the Spring Park design. JEA worked with the engineer and eventually accepted the design. The project team has been working with the contractor to complete all work available without the bypass in place, to minimize delays while the new system can be designed. The additional redundancy and specifications of the new system will end up costing more than what was originally bid, and JEA has worked out an agreeable change order with the contractor for this scope. The scope of work for the change order includes installation of a 24" force main wet tap and bypass system, which was not included in the original design. Construction cannot resume until the change order is approved and the bypass system is in operation. The budget has been increased to match award amount.

Request approval to award a change order to Williams Industrial Services, LLC for construction services for 4511 Spring Park Rd. Pump Station Rehab and Upgrade project in the amount of \$630,459.75, for a new not-to-exceed amount of 3,988,597.73, subject to the availability of lawfully appropriated funds.

**Manager:** Doherty, Peter F. - Senior Manager Project Management  
**Director:** Conner, Sean M. - Dir W/WW Project Engineering & Construction  
**VP:** Vu, Hai X. - VP Water Wastewater Systems

**APPROVALS:**

	<u>9/22/2022</u>
<b>Chairman, Awards Committee</b>	<b>Date</b>
	<u>9/23/2022</u>
<b>Budget Representative</b>	<b>Date</b>



## Formal Bid and Award System

Award #5 December 17, 2020

**Type of Award Request:** BID (IFB)  
**Request #:** 6892  
**Requestor Name:** Connell, Galen L.  
**Requestor Phone:** (904) 728-1440  
**Project Title:** 4511 Spring Park Rd Pump Station Rehab and Upgrade  
**Project Number:** 8002427  
**Project Location:** JEA  
**Funds:** Capital  
**Budget Estimate:** \$3,295,660.00

### Scope of Work:

The scope of work is for construction services for the 4511 Spring Park Road Pump Station Rehabilitation. The project includes the partial rehabilitation of the pump station which includes major electrical upgrades and the rehabilitation of the existing pumps, which will allow continued use of this pump station.

**JEA IFB/RFP/State/City/GSA#:** 104-20  
**Purchasing Agent:** King, David  
**Is this a Ratification?:** NO

### RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
WILLIAMS INDUSTRIAL SERVICES LLC	Matt Morgan	mmorgan@wisgrp.com	591 Picketville Rd. Jacksonville, FL	(904) 696-9994	\$3,358,137.98

**Amount for entire term of Contract/PO:** \$3,358,137.98  
**Award Amount for remainder of this FY:** \$917,072.74  
**Length of Contract/PO Term:** Project Completion  
**Begin Date (mm/dd/yyyy):** 03/11/2021  
**End Date (mm/dd/yyyy):** Project Completion (Expected: April 2022)  
**JSEB Requirement:** Five Percent (5%) Goal

### Comments on JSEB Requirements:

Complete Coatings, Inc. (Painting) – 3.6%  
 Donna J. Hamilton (Materials) – 1.6%

**BIDDERS:**

Name	Amount
WILLIAMS INDUSTRIAL SERVICES, LLC	\$3,358,137.98
SAWCROSS, INC.	\$3,939,300.00

**Background/Recommendations:**


Advertised on 10/12/2020. Eight (8) prime contractors attended the mandatory pre-bid meeting held on 10/21/2020. At Bid opening on 11/24/2020, JEA received two (2) Bids. Non-bidders indicated they chose to bid on other projects, given the amount of work JEA is bidding out. Williams Industrial Services, LLC is the lowest responsive and responsible Bidder. A copy of the Bid Form and Workbook are attached as backup. This solicitation is a re-bid of solicitation 053-20, originally advertised in May of 2020, and later rescinded due to technical specification issues.

The award amount of \$3,358,137.98 is approximately 2% higher than the budget estimate. The bid amounts were reviewed by JEA and deemed reasonable. A budget Trend Request will be submitted to increase the budget based on the Award.


104-20 – Request approval to award a contract to Williams Industrial Services, LLC for Construction Services for the 4511 Spring Park Rd Pump Station Rehab and Upgrade project in the amount of \$3,358,137.98, subject to the availability of lawfully appropriated funds.

**Manager:** Collier, Bradley W - Mgr W/WW Project Management  
**Director:** Conner, Sean M - Dir W/WW Project Engineering & Construction  
**GM:** Vu, Hai X. – Interim GM Water Wastewater Systems

**APPROVALS:**

 12/17/2020

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

 12/17/2020

**Budget Representative** **Date**

Appendix B - Bid Form  
104-20 4511 Spring Park Rd Pump Station Rehab and Upgrade

Submit the Bid electronically as described in section 1.1.3 of the Solicitation.

Company Name: Williams Industrial Services LLC,

Company's Address: 591 Pickettville Road, Jacksonville, Florida 32220

License Number: CGC1509613

Phone Number: (904)696-9994 FAX No: (904)696-9997 Email Address: mmorgan@wisgrp.com

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

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

<b>QUANTITIES</b> <input type="checkbox"/> Quantities indicated are exacting <input checked="" 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.	<b>INSURANCE REQUIREMENTS</b> Insurance required
--	---

<b>PAYMENT DISCOUNTS</b> <input type="checkbox"/> 1% 20, net 30 <input type="checkbox"/> 2% 10, net 30 <input type="checkbox"/> Other _____ <input checked="" type="checkbox"/> None Offered	
--	--


<b>ENTER YOUR BID FOR SOLICITATION 104-20</b>	<b>TOTAL BID PRICE</b>
<b>Total Bid Price for the Project</b> (enter total from cell F43 in the Bid Workbook)	<b>\$ 3,358,137.98</b> <i>mm</i> <del>3,386,890.71</del>

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

  
 Handwritten Signature of Authorized Officer of Company or Agent 11/17/2020  
Date

01 through 03

Matt Morgan / VP  
 Printed Name and Title

Appendix B - Bid Workbook  
104-20 4511 Spring Park Road Pump Station Rehabilitation and Upgrade

PART A - BASE BID					
Item	Description	Est. Quantity	Units	Unit Price	Total Price
1	Wet well/splitter box/influent channels dewatering, cleaning, blasting and Debris Removal	1	LS	\$28,101.50	\$28,101.50
2	Phase 1 & 2 Temporary By-Pass Piping (includes all labor, supplies, fuel and equipment) per contract documents	1	LS	\$138,920.00	\$138,920.00
3	Demolition of Interior/Exterior Components, Site, Pumps, Piping, Electrical, Plumbing, Foundations & HVAC per contract documents	1	LS	\$95,580.12	\$95,580.12
4	Site/Restoration Work (grading, base replacement, concrete walks, asphalt paving, fencing & grassing, etc. per contract documents)	1	LS	\$52,270.91	\$52,270.91
5	Furnish/Install Biofilter Unit (includes equipment, electrical/controls, ducts, piping, covers, etc. - complete per contract documents)	1	LS	\$208,328.32	\$208,328.32
6	Concrete Pads, Pump Bases or Pipe/Equipment Supports (all per contract documents)	1	LS	\$40,965.96	\$40,965.96
7	Furnish & Install HVAC (to include units, electrical, I&C, mechanical, duct work & supports per contract documents)	1	LS	\$101,336.81	\$101,336.81
8	Furnish & Install all piping/fittings/valves/accessories/vaults/boxes/meters (both interior & exterior) per contract documents	1	LS	\$413,147.52	\$413,147.52
9	Furnish & Install (4) Four Service Pumps (motors, VFDs, controls, etc.) per contract documents	1	LS	\$484,195.69	\$484,195.69
10	Furnish & Install Ancillary Pump Systems (wash water pump & seal water system including piping) per contract documents	1	LS	\$33,391.66	\$33,391.66
11	Electrical, Instrumentation & Controls Complete per contract documents	1	LS	\$709,779.52	\$709,779.52
12	Electrical Building (Complete) per contract documents	1	LS	\$149,151.59	\$149,151.59
13	Coating & Building Rehabilitation per contract documents includes all items under Drawings PR1-2; PD1-4 & PS-1	1	LS	\$141,473.24	\$141,473.24
14	Specialty Coatings for Wet well, Wet well Influent Channels and Influent Flow Splitter Box per contract documents	1	LS	\$53,483.05	\$53,483.05
15	Contract Document Items Not Covered Under Above Items Above (startup, testing, miscellaneous work items & supplies, etc.)	1	LS	\$45,302.81	\$45,302.81
16	Record Drawings	1	LS	\$5,680.00	\$5,680.00
17	Permitting (Allowance \$40,000)	1	LS	\$40,000.00	\$40,000.00
18	JEA SWA	1	LS	\$200,000.00	\$200,000.00
<b>Part A Subtotal Lump Sum Price Items</b>					\$2,941,108.70
PART B - UNIT PRICE BID					
Item	Description	Est. Quantity	Unit	Unit Price	Total Cost
19	Concrete Repair Type A	160	SF	\$7.70	\$1,232.00
20	Concrete Repair Type B	360	SF	\$31.94	\$11,498.40
21	Concrete Repair Type C	100	SF	\$34.68	\$3,468.00
22	Concrete Repair Type D	100	SF	\$73.50	\$7,350.00
23	Concrete Repair Type E	60	LF	\$61.20	\$3,672.00
24	A-3 Sand	30	CY	\$39.31	\$1,179.36
25	#57 Stone	30	CY	\$42.78	\$1,283.52
<b>Part B Subtotal Unit Price Bid Price Items</b>					\$29,683.28
<b>Part A + Part B Subtotal</b>					\$2,970,791.98
27	Bonds & Insurance (maximum 1.00% of Part A + Part B Subtotal)				
28	Mobilization (maximum 1.50% of Part A + Part B Subtotal)		mm	\$29,707.00	<del>\$32,000.00</del>
29	Demobilization (maximum 1.00% of Part A + Part B Subtotal)		mm	\$44,560.00	<del>\$47,000.00</del>
30	General Conditions (maximum 10.00% of Part A + Part B Subtotal)		mm	\$16,000.00	<del>\$16,000.00</del>
<b>TOTAL BASE BID PRICE (Total Part A &amp; B, INCLUDING Mobilization, Demobilization, Bonds &amp; Insurance and GENERAL CONDITIONS)</b>				<b>mm</b>	<b>\$3,358,137.98</b>



# COST ESTIMATE

PROJECT TITLE: Spring Park PS Rehab  
 JEA FACILITY: Spring Park Pump Station  
 JEA PM: Carter Belvin  
 CR #: CR 1 H 24" BYPASS CONI  
 DATE: 8/22/2022

Cost impact  YES  NO  
 Schedule impact  YES  NO

**Change description:**

- 1. 24" FM EXCAVATION AND WET TAP SERVICE
- 2. 24" FM LINE STOP AND PLUG VALVE INSTALLATION

\* This is estimated is based on information provided to WIS that the existing 24" FM is PVC, in good condition, and there is access to a minimum 15lf section on pipe to install the tapping sleeve at least 5' away from existing fittings. A pre-work exploratory dig has not been performed and WIS is basing this quote off information provided by JEA

**Cost impact summary:**

Labor	\$	35,772.22
Materials	\$	44,950.47
Equipment	\$	39,235.56
Subcontract	\$	49,594.65
Credit	\$	-

**Schedule Impact Summary:**

Additional time requested: TBD PENDING APPROVAL DATE

**CONTRACTUAL FORMAT:**

- LUMP SUM
- TIME AND MATERIAL
- TIME AND MATERIAL WITH A NOT TO EXCEED AMOUNT

**TOTAL PRICE: \$ 169,552.90**

DEVELOPED BY: Jason Arnett DATE: 8/22/2022

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_





# COST ESTIMATE

PROJECT TITLE: Spring Park PS Rehab  
 JEA FACILITY: Spring Park Pump Station  
 JEA PM: Carter Belvin  
 CR #: CR 2 H BYPASS REVISIONS  
 DATE: 8/22/2022

Cost impact  YES  NO  
 Schedule impact  YES  NO

**Change description:**

- 1. Bypass pumping system revisions
  - a. Installation, setup and testing of bypass pumping system
  - b. Monthly rental charges estimated at 6 months
  - c. Disassembly and flushing of bypass pumping system

\* Fuel service supplied by JEA for duration of bypass operations  
 \* Pumping system will be monitored 24/7 by SCADA and call box. JEA to install supply and install SCADA monitoring equipment

**Cost impact summary:**

**Schedule Impact Summary:**

Labor	\$	14,394.16	Additional time requested:	<u>TBD PENDING APPROVAL DATE</u>
Materials	\$	-		
Equipment	\$	585,432.69		
Subcontract	\$	-		
Credit	\$	(138,920.00)		

\*EXISTING BUDGET IN CURRENT CONTRACT SOV LINE 2

**CONTRACTUAL FORMAT:**

- LUMP SUM
- TIME AND MATERIAL
- TIME AND MATERIAL WITH A NOT TO EXCEED AMOUNT

**TOTAL PRICE: \$ 460,906.85**

DEVELOPED BY: Jason Arnett DATE: 8/22/2022

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_



## Formal Bid and Award System

Award #5 September 22, 2022

**Type of Award Request:** REQUEST FOR PROPOSAL (RFP)  
**Requestor Name:** DiMeo, Elizabeth A., Senior Manager, Grid Projects  
**Requestor Phone:** (904) 599-7591  
**Project Title:** Construction Management-at-Risk (CMAR) Services for the SIPS – Greenland 30” WM, Davis 30” RWM & Burnt Mill 24” FM Projects  
**Index Number:** 102-37, 417-47  
**Project Location:** JEA  
**Funds:** Capital  
**Budget Estimate:** \$996,659.00

**Scope of Work:**

The scope of work includes providing Construction Manager at Risk (CMAR) services during design and construction of the Southside Integrated Piping System (SIPS) - Greenland - Southside Blvd - Deerwood 3 to Greenland WTP 30” Water Main, Davis - Gate Pkwy to RG Skinner - 30” Reclaim Water Main and Burnt Mill Road 24” Force Main. For each area/project listed below, the initial scope of work will consist of pre-construction phase services such as design and constructability reviews, construction phase sequencing, coordination, maintenance of traffic, and maintenance of utility operations pre-planning, alternatives evaluations, cost estimating and cost control (value engineering) services, project schedule development, and preparation and submission of an “open-book” Guaranteed Maximum Price (GMP) proposal for construction phase services.

The SIPS – Greenland – Southside Blvd – Deerwood 3 to Greenland WTP 30” Water Main scope of work is expected to generally include the following:

- Approximately 41,200 LF of 30-inch raw water transmission piping and fittings.
- New 1.1 Mgal prestressed concrete storage tank and associated piping at the Greenland Water treatment plant.
- Water Quality Monitoring Station
- Greenland WTP SIPS Intertie Station
- Supervisory Control and Data Acquisition (SCADA) System
- Multiple trenchless crossings involving horizontal directional drill and/or auger jack and bore crossings of wetlands and major intersections.

The Davis - Gate Pkwy to RG Skinner – Reclaim Water Main (RWM) scope of work is expected to generally include the following:

- Approximately 16,300 LF of 30-inch reclaim water transmission piping and fittings.
- Multiple trenchless crossings involving horizontal directional drill crossings of wetlands

The Burnt Mill 24” Force Main scope of work is expected to generally include the following:

- Approximately 1,150 LF of 24-inch PVC sewer force main transmission piping and fittings

The SIPS-Greenland project was identified as part of the iWater (Integrated Water Testing, Evaluation, and Rehabilitation) study which investigated JEA’s future water supply needs. This project will deliver raw water from the Main Street WTP (North Grid) to the Greenland WTP which serves the South Grid resulting in a direct offset of water withdrawal from the JEA South Grid wellfield of concern. The Davis reclaimed water main is part of the JEA Reclaimed Water Master Plan and will complete a portion of the connection between

the Arlington East WRF with the future Greenland WRF providing reliability for the South Grid reclaim water system.

**JEA IFB/RFP/State/City/GSA#:** 1410764646

**Purchasing Agent:** Kruck, Dan

**Is this a Ratification?:** NO

**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
GARNEY COMPANIES, INC.	Jason Seubert	jseubert@garney.com	370 E. Crown Point Rd, Winter Garden, FL 34787	(816) 746-7233	\$625,057.00

**Amount for entire term of Contract/PO:** \$625,057.00

**Award Amount for remainder of this FY:** \$0.00

**Length of Contract/PO Term:** Project Completion

**Begin Date:** 10/17/2022

**End Date:** Project Completion (Expected: November 2025)

**JSEB Evaluation:** N/A – Optional for Phase 1

**Comments on JSEB Requirements:**

JSEB participation will be required during construction GMP (Phase 2)

**PROPOSERS:**

Name	Amount	Rank
GARNEY COMPANIES, INC.	\$625,057.00	1
RUBY-COLLINS, INC.	N/A	2

**Background/Recommendations:**

Advertised on 06/23/2022. Four (4) prime companies attended the mandatory pre-proposal meeting held on 07/06/2022. At proposal opening on 07/26/2022, JEA received two (2) Proposals. The firms that did not submit a proposal stated a lack of projected manpower as the reason. The public evaluation meeting was held on 08/17/2022 and JEA deemed Garney Companies, Inc. most qualified to perform the work. A copy of the evaluation matrix and negotiated scope and fees are attached for reference.

This award request is for Phase 1 services for pre-construction work for the Greenland SIPS projects. As the design progresses, contract increases will be brought before the Awards Committee for early material purchases and the final GMP. The award amount is approximately 37.3% lower than estimated. JEA used an industry average of 1.5% of construction costs for the cost of this pre-construction work as the basis of the estimate. JEA negotiated the hourly rates used in the formation of the fee based on historical hourly rates with increases allowed for CPI. JEA project staff and procurement have reviewed the scope and fee and deemed it reasonable when compared to past projects. The current construction budget for these projects is \$66,443,964.00.

Request approval to award a contract to Garney Companies, Inc. for construction management at risk services for the Greenland SIPS projects in the amount of \$625,057.00, subject to the availability of lawfully appropriated funds.

**Director:** Conner, Sean M., Dir W/WW Project Engineering & Construction

**VP:** Vu, Hai X. - VP Water Wastewater Systems

**APPROVALS:**

Stephen Datz 9/22/2022

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

Stephanie M Realy 9/23/2022

**Budget Representative** **Date**

**1410764646 Construction Management-at-Risk (CMAR) Services for the SIPS – Greenland 30” WM, Davis 30” RWM & Burnt Mill 24” FM Projects**

<b>Vendor Rankings</b>	Elizabeth DiMeo	Tom Hamilton	Bryan Dewberry	Σ Rank	Rank
Garney Companies, Inc.	1	1	1	3	1
Ruby-Collins, Inc.	2	2	2	6	2

Elizabeth DiMeo	General Information (10 Points)	Key Staff Experience (30 Points)	Relevant Project Experience (25 Points)	Understanding of Scope of Work and Approach (35 Points)	Total	Rank
Garney Companies, Inc.	10	28.5	23	29	90.50	1
Ruby-Collins, Inc.	7	18.4	14	19	58.40	2

Tom Hamilton	General Information (10 Points)	Key Staff Experience (30 Points)	Relevant Project Experience (25 Points)	Understanding of Scope of Work and Approach (35 Points)	Total	Rank
Garney Companies, Inc.	10	25.4	19	31	85.40	1
Ruby-Collins, Inc.	7	18	13	14	52.00	2

Bryan Dewberry	General Information (10 Points)	Key Staff Experience (30 Points)	Relevant Project Experience (25 Points)	Understanding of Scope of Work and Approach (35 Points)	Total	Rank
Garney Companies, Inc.	10	27.3	20	26	83.30	1
Ruby-Collins, Inc.	7	18.5	15	24	64.50	2

Overall Averages	General Information (10 Points)	Key Staff Experience (30 Points)	Relevant Project Experience (25 Points)	Understanding of Scope of Work and Approach (35 Points)	Total
Garney Companies, Inc.	10.00	27.07	20.67	28.67	86.40
Ruby-Collins, Inc.	7.00	18.30	14.00	19.00	58.30



Daniel Kruck  
JEA Procurement Department  
21 West Church Street, T-4  
Jacksonville, FL 32202

September 13, 2022

**RE: Construction Management at Risk (CMAR) Services for the SIPS – Greenland 30" WM, Davis 30" RWM & Burnt Mill 24" FM\_REV.2**

Dear Mr. Kruck,

Garney Companies, Inc. (Garney) is pleased to submit our Pre-Construction Phase Scope and Fee for the JEA SIPS-Greenland 30" WM, Davis 30" RWM & Burnt Mill 24" FM.

Pre-Construction Phase services are intended to assist in design development of the following:

- The SIPS – Greenland – Southside Blvd – Deerwood 3 to Greenland WTP 30" Water main scope of work is expected to generally include:
  - Approximately 41,200 LF of 30-inch raw water transmission piping and fittings.
  - New 1.1 Mgal prestressed concrete storage tank and associated piping at the Greenland Water treatment plant.
  - Water Quality Monitoring Station
  - Greenland WTP SIPS Intertie Station
  - Supervisory Control and Data Acquisition (SCADA) System
  - Multiple trenchless crossings involving horizontal directional drill and/or auger jack and bore crossings of wetlands and major intersections.
- The Davis - Gate Pkwy To RG Skinner – Reclaim Water Main scope of work is expected to generally include:
  - Approximately 16,300 LF of 30-inch reclaim water transmission piping and fittings.
  - Multiple trenchless crossings involving horizontal directional drill crossings of wetlands
- The Burnt Mill 24" Force Main scope of work is expected to generally include:
  - Approximately 1,150 LF of 24-inch PVC sewer force main transmission piping and fittings.

Services also include providing JEA with a preliminary price at the 60% design milestone to include the estimated CMAR fee, General Conditions, direct cost of work, insurance, bonds, contingencies, allowances and related costs. The contractual guaranteed maximum price (GMP) will be developed at the 90% design milestone with final cost and scope reconciliation at 100% design.

The scope tasks associated with Pre-Construction Phase services are described below.

## **SCOPE OF SERVICES – Pre-Construction Phase**

### **TASK 1 – General Project Management and Meetings**

Garney will provide general project management throughout the duration of the pre-construction phase scope of services. General management activities will include developing and maintaining project controls related to, Garney's contract execution and invoices submitted to JEA for review and approval on a monthly basis in electronic format. Following NTP, Garney will attend the project kickoff meeting to be held with JEA and Mott MacDonald to discuss project goals, objectives, communication protocols, challenges and scope of services.

During the execution of the pre-construction phase services, Garney anticipates the following Task 1 meetings to occur over the anticipated 11-month duration through July 2023:

- 1 – Project kick-off meeting
- 5 - Community Outreach Meetings (including easement/property owner specific meetings)
- 2 - TTC/Maintenance of Utility Operations Planning Workshop
- 22 – Conference Calls w/ design Engineer
- 6 – Design review meetings (60% & 90% for each of the three segments of work)
- 6 – Risk management workshops (60% & 90% for each of the three segments of work)
- 6 – GMP Development Meetings (2 for each of the three segments of work)
- 6 – Budget and scope reconciliation meetings at 90% and 100%
- Up to 4 – Permitting/Agency
- 6 – Schedule Development meetings (2 for each of the three segments of work)

## **TASK 2 – Develop and Maintain Project Schedule**

Garney will develop and update the project schedules from project inception through the completion of pre-construction services. A preliminary schedule will be developed within 30 days following receipt of the Design Engineer’s schedule after NTP to detail design and pre- construction activities to be completed. This preliminary schedule will be cost loaded only.

Based on the 30% design deliverables, Garney will develop a high-level schedule to verify project milestone dates and identify early work and procurement needs. This schedule will not be cost loaded.

The initial Baseline schedule depicting both design and construction activities will be updated after receipt of the 60% design deliverable and updated monthly during the pre-construction services phase. Additional detail will be added to the construction section after the 90% and 100% design review meetings. Mott MacDonald’s anticipated design tasks will be included in the schedule updates. Schedules will be provided in CPM format and compatible with Primavera P6 import capabilities (.xer file format). All schedule submissions will be provided in both native and PDF file format.

## **TASK 3 – Develop Work Packages**

Following the 30% design deliverable, Garney will begin identifying any potential early work packages for the project. Subcontractor and vendor scope packages will be developed for both specialty and scopes of work not self-performed by Garney. Anticipated scope packages may include:

- Trenchless Installations
- Clearing
- Erosion Control
- Temporary Traffic Control
- Surface Restorations
- Pavement Resurfacing
- Concrete Restoration
- Storage Tank Construction
- SCADA & Electrical
- Early Work/Material Procurement

Scope packages will include project documents, including construction plans and specifications developed to a 60

percent level, subcontract agreements, with applicable JEA, COJ, and FDOT standards and anticipated construction schedule.

Garney will collaborate with the Jacksonville Small Emerging Business (JSEB) group to perform the following tasks during pre-construction phase services:

- Schedule and attend one (1) meeting with JEA JSEB Manager after 60% design, scope and preliminary pricing completion
- Coordinate with JEA JSEB Manager
- Identify project scopes aligned with certified JSEB firms
- Perform JSEB outreach via email, providing notice of upcoming work, anticipated schedule, subcontractor scopes, project contact information, and document access instructions

Scope packages will be utilized to solicit pricing from subcontractors and vendors at GMP milestone dates to provide accurate pricing and feedback.

#### **TASK 4 – Design and Constructability**

Garney will do a cursory review of the 30% design documents to provide a high-level schedule, identify material needs and long lead time items as well as any potential early work packages. Garney will thoroughly review design deliverables at 60%, 90% and 100% for each segment of work, providing feedback to JEA and Mott MacDonald on constructability, coordination, site conditions and scope. At each milestone we will analyze the cost and schedule impacts of design alternatives being evaluated and provide that information for consideration. We will involve our Trenchless Technologies Specialist in analyzing the selected route and geotechnical information along with any design alternatives for constructability and concerns related to the feasibility of trenchless operations. Included in the review of the design deliverables will be attendance at design review meetings at 60%, 90% design.

If necessary, Garney's SUE subconsultant will perform additional SUE dependent on the route and number of potential alternatives. Additional SUE services are considered an allowance item to further refine the plan documents and may not be fully utilized dependent on the final route alignment and level of investigation previously performed. Garney has allocated \$50,000 for additional soft digs (SUE) and TTC for pre-construction services for the water main route.

#### **TASK 5 – Value Engineering**

After the 60% design deliverables have been issued, Garney will develop a list of value engineering (VE) items for JEA's consideration. VE items will be reviewed with JEA and Mott MacDonald to determine whether or not the VE item shall be further pursued. If an item is selected by the team, Garney will investigate the VE item further and present the findings at a future meeting. The analysis will address cost savings, schedule savings and effects on pipe alignment, design, maintenance and permitting. A VE log will be maintained throughout pre-construction phase services to summarize the overall result of the VE process. During this time Garney will also be identifying items with long lead times or procurement constraints that may affect the project schedule as well as any items that may be suitable for Owner direct purchase. Garney can work with the Team to procure material items early if needed to take advantage of long lead times or pricing advantages that may be observed in the market during the pre-construction phase.

#### **TASK 6 – Guaranteed Maximum Price (GMP) Development**



30% budget will be developed and provided by Mott MacDonald. Garney will provide a preliminary GMP based on the 60% design deliverable for each segment of construction and lead a review workshop. The GMP will be updated and reviewed again at 90% design along with any VE items agreed to by the Team at 60%, after which the GMP will be negotiated for the project. Garney will prepare the risk register for the project for use in developing the project contingencies. JEA and Mott MacDonald will provide input. The GMP submittal will include a listing of documents (plans and specifications), assumptions and clarifications used as a basis of developing the GMP, as well as identify a time limit for acceptance of the proposal. The submittal will include a proposed schedule of values establishing design and construction components with sufficient detail to utilize for approximating progress billings.

Pricing will be provided in a breakdown based on the known funding resources for the project:

- SIPS Greenland 30" Raw Water Main and Facility/Ground Storage components
- Davis 30" Reclaim Water Main
- Burnt Mill Force Main

### **Pre-Construction Phase Fee**

The lump sum for CMAR pre-construction services is **\$625,057**. A breakdown of the pre-construction fee for the work described in this proposal is included as **Exhibit A**. Garney will submit monthly invoices to JEA based on a percent complete each month.

Garney looks forward to working with JEA and Mott MacDonald on this very important project. Should you have any questions or require additional information with this scope, do not hesitate to call me directly at 407-319-1780.

Sincerely,

GARNEY COMPANIES, INC.



Will Poczekaj  
CMAR Manager

Enclosures:

Exhibit A – Pre-Construction Fee

**EXHIBIT A - PRE-CONSTRUCTION PHASE FEE BREAKDOWN**

TASK LIST				TOTAL HOURS	TOTAL COST
Task 1 - General Project Management/Meetings				483	\$88,239
Task 2 - Develop & Maintain Project Schedule				188	\$32,962
Task 3 - Develop Work Packages				336	\$59,336
Task 4 - Design & Constructibility				1062	\$245,296
Task 5 - Value Engineering				76	\$13,092
Task 6 - GMP Development				1034	\$186,132
<b>PHASE 1 TOTALS</b>				<b>3179</b>	<b>\$625,057</b>
Task Description				Total Hours	Total Cost
<b>Task 1 - General Project Management/Meetings</b>					
Company	Staff	Name	Rate		
Garney	Principal-In-Charge	Jason Seubert	\$262	22	\$ 5,764
Garney	Sr. Project Manager	Will Poczekaj	\$207	228	\$ 47,196
Garney	Superintendent	Myles Smith	\$191	28	\$ 5,348
Garney	Lead Estimator	Kevin Kraus	\$170	100	\$ 17,000
Garney	Trade Estimator	Stuart Smith	\$164	12	\$ 1,968
Garney	Construction Manger	John Galman	\$143	26	\$ 3,718
Garney	Project Coordinator	Kallie Lowery	\$93	44	\$ 4,092
Garney	QA/QC Support	Eric Wagner	\$150	-	\$ -
Garney	Project Engineer	Matt McCreary	\$120	-	\$ -
Garney	Junior Estimator	Khaled Almasri	\$129	11	\$ 1,419
Garney	Safety Manager	Ryan Smith	\$150	6	\$ 900
TB Landmark	Preconstruction HDD	Marty Adams	\$139	6	\$ 834
				-	\$ -
			<b>Task 1 Subtotal</b>	<b>483</b>	<b>\$ 88,239.00</b>
<b>Task 1 - General Project Management/Meetings - Total</b>				<b>483</b>	<b>\$ 88,239.00</b>
<b>Task 2 - Develop &amp; Maintain Project Schedule</b>					
Company	Staff	Name	Rate		
Garney	Principal-In-Charge	Jason Seubert	\$262	4	\$ 1,048
Garney	Sr. Project Manager	Will Poczekaj	\$207	76	\$ 15,732
Garney	Superintendent	Myles Smith	\$191	4	\$ 764
Garney	Lead Estimator	Kevin Kraus	\$170	28	\$ 4,760
Garney	Trade Estimator	Stuart Smith	\$164	18	\$ 2,952
Garney	Construction Manger	John Galman	\$143	16	\$ 2,288
Garney	Project Coordinator	Kallie Lowery	\$93	-	\$ -
Garney	QA/QC Support	Eric Wagner	\$150	4	\$ 600
Garney	Project Engineer	Matt McCreary	\$120	16	\$ 1,920
Garney	Junior Estimator	Khaled Almasri	\$129	16	\$ 2,064

Task Description				Total Hours	Total Cost
Garney	Safety Manager	Ryan Smith	\$150	-	\$ -
TB Landmark	Preconstruction HDD	Marty Adams	\$139	6	\$ 834
				-	\$ -
Task 2 Subtotal				188	\$ 32,962.00
Task 2 - Develop & Maintain Project Schedule - Total				188	\$ 32,962.00
<b>Task 3 - Develop Work Packages</b>					
Company	Staff	Name	Rate		
Garney	Principal-In-Charge	Jason Seubert	\$262	-	\$ -
Garney	Sr. Project Manager	Will Poczekaj	\$207	148	\$ 30,636
Garney	Superintendent	Myles Smith	\$191	-	\$ -
Garney	Lead Estimator	Kevin Kraus	\$170	96	\$ 16,320
Garney	Trade Estimator	Stuart Smith	\$164	16	\$ 2,624
Garney	Construction Manger	John Galman	\$143	24	\$ 3,432
Garney	Project Coordinator	Kallie Lowery	\$93	8	\$ 744
Garney	QA/QC Support	Eric Wagner	\$150	4	\$ 600
Garney	Project Engineer	Matt McCreary	\$120	20	\$ 2,400
Garney	Junior Estimator	Khaled Almasri	\$129	20	\$ 2,580
Garney	Safety Manager	Ryan Smith	\$150	-	\$ -
TB Landmark	Preconstruction HDD	Marty Adams	\$139	-	\$ -
				-	\$ -
Task 3 Subtotal				336	\$ 59,336.00
Task 3 - Develop Work Packages - Total				336	\$ 59,336.00
<b>Task 4 - Design &amp; Constructibility</b>					
Company	Staff	Name	Rate		
Garney	Principal-In-Charge	Jason Seubert	\$262	6	\$ 1,572
Garney	Sr. Project Manager	Will Poczekaj	\$207	464	\$ 96,048
Garney	Superintendent	Myles Smith	\$191	36	\$ 6,876
Garney	Lead Estimator	Kevin Kraus	\$170	372	\$ 63,240
Garney	Trade Estimator	Stuart Smith	\$164	56	\$ 9,184
Garney	Construction Manger	John Galman	\$143	80	\$ 11,440
Garney	Project Coordinator	Kallie Lowery	\$93	-	\$ -
Garney	QA/QC Support	Eric Wagner	\$150	-	\$ -
Garney	Project Engineer	Matt McCreary	\$120	-	\$ -
Garney	Junior Estimator	Khaled Almasri	\$129	-	\$ -
Garney	Safety Manager	Ryan Smith	\$150	24	\$ 3,600
TB Landmark	Preconstruction HDD	Marty Adams	\$139	24	\$ 3,336
Task 4 Subtotal				1,062	\$ 195,296.00
Southeastern Survey	Additional SUE		Expenses		\$ 50,000
Task 4 - Design & Constructibility - Total				1062	\$ 245,296.00
<b>Task 5 - Value Engineering</b>					

Task Description				Total Hours	Total Cost
Company	Staff	Name	Rate		
Garney	Principal-In-Charge	Jason Seubert	\$262	-	\$ -
Garney	Sr. Project Manager	Will Poczekaj	\$207	24	\$ 4,968
Garney	Superintendent	Myles Smith	\$191	-	\$ -
Garney	Lead Estimator	Kevin Kraus	\$170	24	\$ 4,080
Garney	Trade Estimator	Stuart Smith	\$164	8	\$ 1,312
Garney	Construction Manger	John Galman	\$143	8	\$ 1,144
Garney	Project Coordinator	Kallie Lowery	\$93	-	\$ -
Garney	QA/QC Support	Eric Wagner	\$150	-	\$ -
Garney	Project Engineer	Matt McCreary	\$120	-	\$ -
Garney	Junior Estimator	Khaled Almasri	\$129	8	\$ 1,032
Garney	Safety Manager	Ryan Smith	\$150	-	\$ -
TB Landmark	Preconstruction HDD	Marty Adams	\$139	4	\$ 556
				-	\$ -
				-	\$ -
			<b>Task 5 Subtotal</b>	<b>76</b>	<b>\$ 13,092.00</b>
<b>Task 5 - Value Engineering - Total</b>				<b>76</b>	<b>\$13,092.00</b>
<b>Task 6 - GMP Development</b>					
Company	Staff	Name	Rate		
Garney	Principal-In-Charge	Jason Seubert	\$262	54	\$ 14,148
Garney	Sr. Project Manager	Will Poczekaj	\$207	320	\$ 66,240
Garney	Superintendent	Myles Smith	\$191	32	\$ 6,112
Garney	Lead Estimator	Kevin Kraus	\$170	384	\$ 65,280
Garney	Trade Estimator	Stuart Smith	\$164	40	\$ 6,560
Garney	Construction Manger	John Galman	\$143	96	\$ 13,728
Garney	Project Coordinator	Kallie Lowery	\$93	16	\$ 1,488
Garney	QA/QC Support	Eric Wagner	\$150	36	\$ 5,400
Garney	Project Engineer	Matt McCreary	\$120	24	\$ 2,880
Garney	Junior Estimator	Khaled Almasri	\$129	24	\$ 3,096
Garney	Safety Manager	Ryan Smith	\$150	8	\$ 1,200
TB Landmark	Preconstruction HDD	Marty Adams	\$139	-	\$ -
			<b>Task 6 Subtotal</b>	<b>1,034</b>	<b>\$ 186,132.00</b>
<b>Task 6 - GMP Development - Total</b>				<b>1034</b>	<b>\$ 186,132.00</b>
<b>PROJECT TOTAL</b>				<b>TOTAL HOURS</b>	<b>TOTAL COST</b>
				<b>3,179</b>	<b>\$625,057</b>



## Formal Bid and Award System

Award #6 September 22, 2022

**Type of Award Request:** CHANGE ORDER  
**Requestor Name:** Copeland, Dan E. - Mgr Customer Solutions  
**Requestor Phone:** 904-665-8956  
**Project Title:** PowerClerk Cloud Software Program, Support, and Training for Distributed Energy Resource (DER) workflow and Automation Service  
**Project Number:** TS B0500, HE20700 OSC Maint – BL01, & 8005649  
**Project Location:** JEA  
**Funds:** O&M & Capital  
**Budget Estimate:** N/A  
**Scope of Work:**

The request is for a PowerClerk cloud software program, support and training which enables electric utilities to leverage a proven, safe and secure Distributed Energy Resource (DER) workflow and automation service that is easy to configure and delivers integration and workflow transparency.

**JEA IFB/RFP/State/City/GSA#:** CPA 200028  
**Purchasing Agent:** Garland, Brooke  
**Is this a Ratification?:** No

### RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
CLEAN POWER RESEARCH	Grant Brohm	grantb@cleanpower.com	Clean Power Research, L.L.C. 10604 NE 38th Pl, Suite 100 Kirkland, WA 98033	425-242-4174 x7031	\$307,190.00

**Amount of the Original Award:** \$269,320.00  
**Date of the Original Award:** 09/15/2021  
**Change Order Amount:** \$307,190.00  
**New Not to Exceed Amount:** \$576,510.00  
**Begin Date (mm/dd/yyyy):** 10/01/2021  
**End Date (mm/dd/yyyy):** 09/30/2026  
**Renewal Options:** No  
**JSEB Requirement:** N/A – Single Source

**Background/Recommendations:**

PowerClerk software starter package. Due diligence was done with two additional vendors which were verified to not meet JEA requirements. The purchase was originally vetted and approved by JEA Technology steering committee, JEA Information Security, and JEA Compliance. A copy of the original agreement is attached as backup.

This request is to add additional funds in the amount of \$307,190.00 for additional services required in FY22 due to higher-than-expected usage, and to move from a starter to a growth package for the remainder of the contract to cost-effectively leverage the solution across JEA. The true up for year one FY22 volumetric charges is due to the number of JEA customers interconnecting solar and battery exceeding expectations/purchased points/envelopes from the Clean Power Research as originally noted below. FY22 has thus far more than doubled the number of applications received in FY21. This FY22 true up requires \$66,726.00 in additional charges for the excess usage above the original starter package. The solar and battery interconnection numbers for JEA customers continues to remain at a high level, and thus JEA is also planning on an increasing volume/cost for the remaining four years of the contract and is increasing the “points” and “eSignature envelope” quantity at \$71,700.00 annually.

Other JEA departments may be able to leverage the existing PowerClerk platform for other enterprise needs such as Commercial Electric Development intake & plan-review and Environmental IPT process. Moving forward with this cost-effective solution there is a minor fixed cost-increase to upgrade the software license (\$17k annually, included in the cost table below) to scale the PowerClerk license for up to 9 other uses across JEA, in addition to a volumetric pricing component. The increase in “points” below should cover the volumetric costs for expanded use across JEA based on current provided estimates. If the volume of customer PowerClerk usage increases in the future, a true-up clause remains in the contract to address potential costs.

PowerClerk has thus far resulted in the reduction of one FTE needed to process solar/battery interconnection applications with JEA despite the volume nearly tripling in FY22 compared to FY21. Customer service levels have also substantially increased. If this solution is leveraged across JEA to other business units, a similar benefit in existing FTE effort redirection, FTE reduction, or avoided new FTE allocations in addition to potentially increased customer service levels could be realized. Note in the table below the new annual cost of \$106,700.00 less the originally awarded annual cost of \$46,584.00 creates a difference of \$60,116 per year for four years or \$240,464.00 which is the amount included in the change order. See the table below for cost change details.

Description	Original QTY	New QTY	Original Rate	New Rate	Original Ext \$	New Ext \$
<b>Base Annual Subscription Fee Number of Standard Programs</b>	1	1	\$18,000.00	\$ 35,000.00	\$18,000.00	\$35,000.00
<b>Application Point Pack</b>	3600	15000	\$7.27	\$4.18	\$26,184.00	\$62,700.00
<b>esignature Envelopes</b>	600	3000	\$4.00	\$3.00	\$2,400.00	\$9,000.00
<b>ANNUAL FEE</b>					<b>\$46,584.00</b>	<b>\$106,700.00</b>
<b>Annual Growth Tier package difference to add X 4 years (years 2-5)</b>						<b>\$240,464.00</b>
<b>One time Year 1 True Up 8,430 addtl app point pack &amp; 1,360 addtl esig envelopes</b>						<b>\$66,726.00</b>
<b>New Growth Tier Package Additional Cost to Add to Award</b>						<b>\$307,190.00</b>

Request approval to award a change order to Clean Power Research for PowerClerk Cloud Software Program, Support, and Training for Distributed Energy Resource (DER) workflow and Automation Service in the amount of \$307,190.00, for a new not-to-exceed amount of \$576,510.00, subject to the availability of lawfully appropriated funds.

**APPROVALS:**

**Manager:** Leigh, Timothy G. - Strategic Segment Manager  
**Director:** Pope, Jordan A - VP Corporate Strategy  
**Chief:** Dutton, Laura M. - Chief Strategy Officer

**APPROVALS:**

<u>Stephen Datz</u>	9/22/2022
<b>Chairman, Awards Committee</b>	<b>Date</b>
<u>Stephanie M. Healy</u>	9/23/2022
<b>Budget Representative</b>	<b>Date</b>

# SERVICE DESCRIPTION POWERCLERK SOFTWARE AND IMPLEMENTATION SERVICES

## Amendment #1

CPR and JEA entered into the initial, first-year agreement for Services with an effective date of September 13, 2021. The parties desire to amend the agreement effective upon execution of the amendment as follows:

The parties agree:

- **To an additional one year term of service (Year 2), with the volumes and additional program noted in “Year 2 Pricing” shown in Section 7.2**
1. **GOVERNING AGREEMENT.** This is a Service Description under the Master Software Services Agreement dated September 15, 2021 between CPR and JEA (the “Agreement”). All defined terms in the Agreement shall have the same meaning in this Service Description.
  2. **SERVICES PROVIDED BY CPR.** CPR will provide Customer with the Services described in the PowerClerk Product Manual and Description attached hereto as Exhibit A (the “Software” or “PowerClerk”). The services in the PowerClerk Product Manual require configuration by the customer and offer optional Application Programming Interface (API) integration as described in the PowerClerk Implementation Scope of Work attached hereto as Exhibit B (the “Implementation”). Customer may request platform enhancements to the Software, which will be evaluated by CPR and included in the Implementation Scope of Work at CPR’s sole discretion. Any platform enhancements are described in the Implementation Scope of Work and may incur additional fees as described in Section 5. Together, the Implementation and the Customization constitute the “Services”.
  3. **TERM.** The entire coverage of this agreement is five years. The initial period of the Software license shall commence 60 days from execution of the Agreement or upon Migration from Sandbox to Production (as triggered by Customer issuing a request for CPR to export the program from Sandbox to Production), whichever occurs first, and end one year later. This initial period may be renewed for additional one-year periods via Customer executing a Service Order referencing this Service Description and CPR accepting such Service Order.
  4. **TERMINATION.** This Service Agreement may be terminated in accordance with the Master Software and Services Agreement.
  5. **GRANT OF LICENSE.** CPR grants Customer a nonexclusive, nontransferable license to use the Software. The Software shall be used only by Customer for Customer business use. Customer has no ownership rights in the Software. Rather, Customer has a license to use the Software as long as the Agreement remains in full force and effect. Ownership of the Software and all intellectual property rights therein, if any, shall remain at all times with CPR. The Software may contain material that is protected by the United States Copyright Law and by international treaty provisions. All rights not granted to Customer herein are expressly



reserved by CPR. Customer may not remove any proprietary notice of CPR from the software. Customer shall not sell, rent, lease, publish, post, sublicense, lend, assign, timeshare, or transfer in whole or in part, or provide unlicensed third parties access to prior or present versions of the software without the written consent of CPR other than the intended users of the web interface.

**6. CUSTOMER'S MAXIMUM INDEBTEDNESS.** Customer's Maximum Indebtedness under this five year Service Agreement shall not exceed \$576,510.00, with the exception that application volumes and associated variable fees over and above the annual contracted application amounts are subject to additional true-up fees as specified in Section 7.1.1 of this Service Description.

**7. PRICING.** The Software is licensed as software-as-a-service. Software pricing is made up of standard subscription fees and setup fees. Standard subscription fees and setup fees represent the feature-set as described in the PowerClerk Product Manual and Description. Additional features and functionality may incur custom subscription fees and/or platform enhancement fees as agreed between the parties under a separate Service Description.

**7.1. Standard Subscription and Setup Fees.** The annual subscription fee is to be paid in advance of service and is comprised of a base fee, submitted application fees, and eSignature envelope fees dependent upon the expected volume of submitted applications and generated eSignature envelopes, respectively. PowerClerk Pricing Quote can be found in section 5.2 below. Any per program fees apply to the program and use case as described in the Pricing Quote.

**7.1.1.** Customer is responsible for all license fees through the subscription period, including fees representing application and eSignature usage beyond what was initially specified and paid. For example if 600 applications were initially licensed over the subscription period but 700 were actually used over the period, customer would be responsible for the incremental 100 applications via a true-up invoice. Incremental application packs will be invoiced at the appropriate (i.e., best) discount level based on the cumulative application licenses purchased through the subscription year. Unused applications and/or eSignatures in a given subscription term cannot be rolled into or credited towards a future term.

**7.2. Pricing Quote.** The below pricing reflects first year costs. Unit pricing shall remain firm through the five year term of this Service Agreement. Should collective increased application volume fees exceed Customer's Maximum Indebtedness defined in Section 6, Customer can choose to terminate service or Customer and CPR can mutually agree to continue via a Change Order to this Service Agreement.

	Qty.	Unit Price	Amount
<b>Fixed Annual Fee</b>			
Number of Standard Programs	1	\$ 18,000	\$ 18,000
<b>Application Points Packs</b>			
Points Packs	1		
Points Per Pack	3600	\$ 7.27	\$ 26,184
<b>Variable Fees</b>			
eSignatures envelopes	600	\$ 4	\$ 2,400
Projects for Data Import (\$/record)	2200	\$ 5.00	\$ 11,000
SSO configuration	1	\$ 15,000	\$ 15,000
<b>Annual Support Fee</b>			
Web Support	1	\$ -	\$ -
<b>Professional Services</b>			
Basic Configuration Training (30 hours, web enabled),	1	\$ 6,400	\$ 6,400
<b>Total Amount for PowerClerk (Starter Package)</b>			<b>\$ 78,984</b>
			<i>1st year one-time fees</i>
			<i>1st year recurring fees</i>
<b>Options</b>			
Standard Web Adapter - Annual Maintenance (recurring)			\$ 5,000
Custom Web Adapter - Set-up (one-time)			\$ 10,000
Custom Web Adapter - Annual Maintenance (recurring)			\$ 5,000
ArcGIS Integration Set-up (one-time)			\$ 7,500
ArcGIS Integration Annual Maintenance (recurring)			\$ 2,500

<b>PowerClerk Proposal Details and Definitions:</b>
Starter includes 1 program (Solar Interconnection) in PowerClerk
Starter - estimated 3600 Application Points (or the equivalent of 600 new Standard applications submitted per year).
Application Points can be used towards Basic, Standard or Advanced applications. Basic applications = 1 point, Standard applications = 6 points, and Advanced applications=30 points.
Application Points are interchangeable across Application types and can be used for any programs associated with this quote.
Basic Applications are in programs that <u>do not include</u> any of the following features: PV system form element, Battery Storage form element, Custom Lists and Shared Custom Lists, or Incentive Designs. All applications created or submitted via a Channel are considered Basic.
Standard Applications are in programs that <u>include</u> access to any of the following: PV system form element, Battery Storage form element, Configurable Attachments, Large Attachments, Custom Lists, Shared Custom Lists, or Incentive Designs.
An Advanced application is one in which the timeline or complexity falls outside that of the Standard application. This may include utility scale solar and batteries among other workflow types. The workflow and process should be discussed with your Account Executive to confirm your eligibility for different application types.
<u>Basic Support</u> , designated as Tier 0, access to online support documentation and online ticket-based submission process. Support does not include consulting services, implementation, or configuration of the product on behalf of the Customer, or supporting or troubleshooting a Customer's IT environment (including but not limited to firewalls, network infrastructure, certificate management, and third-party services.)



## Year 2 Pricing for Jacksonville Electric Authority

Provided to: **Dan Copeland, Jacksonville Electric Authority**  
 E: copede@jea.com  
 Date created: September 8, 2022  
 Date expires: September 30, 2022  
 Produced by: Grant Brohm, Clean Power Research  
 E: grantb@cleanpower.com  
 M: 360-441-1508

**Notes:** PowerClerk Growth Subscription - Solar Renewal Year 2 + New Utility Services  
 Subscription Period: 10/01/2022 - 09/30/2023  
 Number of Programs: 2 (Existing Solar Interconnection + New Commercial Utility Services)  
 Estimated Annual Application Volume for Solar  
     Basic Applications: 600  
     Standard Applications: 2,400  
     Advanced Applications: 0  
 Estimated Annual eSignature Volume: 3000  
 Support Level: Basic  
**Growth Tier Pricing Package**  
 Based on Application Point Pack: 15,000 (600 Basic and 2,400 Standard).  
 Application Points can be used towards Basic, Standard or Advanced applications. Basic applications = 1 point,  
 Standard applications = 6 points, and Advanced applications=30 points.  
 Includes up to 10 PowerClerk programs (programs beyond solar and utility services, no additional base license \$\$)  
 Application Point Pack quoted below is for all programs, assumes 600 utility service projects  
 Growth Tier Base License is \$35,000 annually; \$18,000 already covered by JEA solar program

Subscription Items	Quantity	Unit Price	Amounts
<b>PowerClerk Annual Subscription - Growth Tier Pricing Package</b>			
Base Subscription	1	\$ 35,000	\$ 35,000
Application Point Pack	15,000	\$ 4.18	\$ 62,700
eSignature Envelopes	3,000	\$ 3.00	\$ 9,000
Basic Support (See definition below)	1	\$ -	\$ -
<b>Sub-Total PowerClerk Annual Subscription Fee - Year 2</b>			<b>\$ 106,700</b>
<b>PowerClerk Year 1 Subscription True-Up</b>			
Application Point Pack True-Up	8,430	\$ 7.27	\$ 61,286
3600 Points purchasd , estimated 12,030 consumed by 9/30/22			
eSignature True-Up	1,360	\$ 4.00	\$ 5,440
600 Envelopes purchased , estimated 1,960 consumed by 9/30/22			
<b>Sub-Total PowerClerk Subscription True-Up - Year 1</b>			<b>\$ 66,726</b>
<b>Total PowerClerk</b>			<b>\$ 173,426</b>

### Subscription True-Up

Customer is responsible for all license fees through the subscription period, including fees representing applications, ePayments, and eSignature usage beyond what was initially specified and paid. Applications above the purchased pack will be charged at the most discounted pack price paid for on the original invoice. For example, if a customer purchases 1200 points (200 Standard Applications) and then actually uses 300 Standard Applications they would pay for 100 additional Standard Applications at the same unit price as the 200. Unused applications and/or eSignatures or ePayments in a given subscription term cannot be rolled into or credited towards a future term.

### Application Definitions

**Basic Applications** are in programs that do not include any of the following features: PV system form element, Battery Storage form element, Custom Lists and Shared Custom Lists, or Incentive Designs. All applications created or submitted via a Channel are considered Basic.

**Standard Applications** are in programs that include access to any of the following: PV system form element, Battery Storage form element, Table form element, Configurable Attachments, Large Attachments, Custom Lists, Shared Custom Lists, or Incentive Designs.

**Advanced Applications** are in programs in which the timeline or complexity falls outside that of the Standard application. This may include utility scale solar and batteries among other workflow types. The workflow and process should be discussed with your Account Executive to confirm your eligibility for different application types.

### Support Definitions

**Basic Support:** Designated as Tier 0, includes access to online support documentation and online ticket-based submission process.

**Standard Support:** Includes Tier 0 access to online support documentation and online ticket-based submission process and Tier 1, with up to 25 hours of phone or video support with the CPR Customer Success Team. Support hours expire annually.

**Advanced Support:** Includes Tier 0 access to online support documentation and online ticket-based submission process. Tier 1, with up to 50 hours of phone or video support with the CPR Customer Success Team. Tier 2 with up to 15 hours of direct communication via email, phone, or online meeting platform with a CPR software engineer. Support hours expire annually.

**Support Does Not Include:** Consulting services, implementation, or configuration of the product on behalf of the Customer, or supporting or troubleshooting a Customer's IT environment (including but not limited to firewalls, network infrastructure, certificate management, and third-party services.)

- 8. TECHNICAL SUPPORT (“Support”).** CPR will provide Support for the Service to maximize uptime, document product defects and share best-practices related to product configuration as described in section 6.2. Support does not include consulting services, implementation, or configuration of the product on behalf of the Customer, or supporting or troubleshooting a Customer’s IT environment (including but not limited to firewalls, network infrastructure, certificate management, and third-party services.) Those requests are handled in a separate professional services agreement. Web Adapter configuration and support is considered separate from technical support and is described in Exhibit C.
- 8.1. “Administrators”** means all individuals that interact with Customer’s implementation of the Service as employees or paid contractors of the Customer.
  - 8.2. Support Tiers.** CPR Support is provided to Customer in tiers. CPR Support excludes any direct communication or support of non-Administrator, end users e.g. applicants. CPR reserves the option to escalate Support between tiers, as deemed necessary.
    - 8.2.1.** “Tier 0” shall consist of online support documentation and online ticket-based submission process.
    - 8.2.2.** “Tier 1” shall consist of direct communication via email, phone, or online meeting platform with a CPR customer success team member.
    - 8.2.3.** “Tier 2” shall consist of direct communication via email, phone, or online meeting platform with a CPR software engineer.
  - 8.3. Support Hours.** For Tier 0, Tier 1 and Tier 2, CPR shall respond and arrange direct communications between 9:00 AM to 5:00 PM (Pacific Prevailing Time, PPT) Monday through Friday, excluding national holidays (“Support Hours”). Customer may access information and submit tickets 24 hours/day, 7 days/week through Tier 0 Support.
  - 8.4. Outages.** CPR will notify Customer about outages affecting the servers in a timely manner. CPR will contact Customer using the data in CPR’s contact database. Customer is responsible in keeping the contact information correct and up to date by communicating any changes to [support@powerclerk.com](mailto:support@powerclerk.com).
  - 8.5. Outage Notification.**
    - 8.5.1. Planned Outages.** CPR will communicate planned Service outages to Customer that are either a) inside Support Hours or b) outside Support Hours and expected to be more than 15 minutes. Depending on the breadth and impact of the outage, notification may be by email. Notification will be provided using the contact information, provided by Customer, in CPR’s contact database.
    - 8.5.2. Unplanned Outages.** An unplanned outage occurs when the Software becomes unavailable due to any issue not scheduled or planned. CPR will communicate unplanned outages that are 15 minutes or longer as soon as practicable to the Customer contact by email with follow-up by phone if acknowledgement is not received by CPR promptly through email.
  - 8.6. Product Defect Reporting.** Customer can provide feedback to CPR related to

perceived product defects using the Tier 0 ticket system by indicating on the Support Request form: “I found a bug”. CPR will evaluate requests to confirm there is a product defect, then determine the severity of the defect and respond to Customer with mitigation actions and timeline.

**8.7. Product Support Requests.** Customer may request product use and configuration consultation from CPR through Tier 0 ticket system by indicating on the Support Request form: “I need support with PowerClerk”. CPR will evaluate requests to determine the nature of the support. CPR’s dedicated and knowledgeable staff shall respond with the option to escalate to second-tier email, phone or interactive (phone with web-based screen sharing) as follows:

**8.7.1. Urgent Support Request.** For an Urgent Support Request, CPR will use reasonable efforts to contact Customer during Support Hours no later than 4 hours after receipt of an urgent incident report. Resolution time will depend on the nature of the report, request, or inquiry. Urgent Support Requests include Customer discovery that the Service is unavailable to all users for more than 1 hour and is not due to a Planned Outage.

**8.7.2. Non-Urgent Support Request.** For a Non-Urgent Support Request, CPR will use reasonable efforts to contact Customer during Support Hours no later than 5 business days after receipt. Resolution time will depend on the nature of the report, request, or inquiry. Non-Urgent Support Requests include Customer request for CPR to approve and complete Data Imports and Test Environment commits. Non-Urgent Support Requests also include Customer discovery of abnormal or inconsistent behavior not restricting Service functionality.

**8.7.3. Business Inquiry.** For Business Inquiries, CPR will use reasonable efforts to contact Customer during Support Hours no later than 10 business days after receipt. Resolution time will depend on the nature of the request or inquiry. Business Inquiries include Customer requests to add existing Service feature access to their license, suggest new Service feature, suggest new Support Center content or questions regarding changes to the Service.

**8.8. Product Support Assets.** Customer may access product support assets as part of the Service, under License. CPR retains the right to modify these assets at its sole discretion. Requests to modify these assets may be submitted by the Customer using the ticket system and by indicating on the Support Request form: “I have a feature suggestion”. The Product Support Assets include:

**8.8.1. “Custom Web Adapters”.** CPR will create and maintain Custom Web Adapters specific to Customer’s Service. Custom Web Adapters consist of custom code that the Service uses to call external systems to either place or retrieve data. A typical Web Adapter requires six weeks of advanced notice to CPR with all required information provided in Exhibit C. A full description and list of details can be found in Exhibit C. CPR maintains the following Custom Web Adapters for Customer:

**8.8.2. Solar Module Equipment Lists (“Modules”).** CPR will curate information regarding Modules available to be installed by the market. CPR may use external sources to obtain Module information and those sources may change at the sole

discretion of CPR. Specific Module attributes (i.e. manufacturer name, model number) will be designated by CPR.

**8.8.3. Solar Inverter Equipment Lists (“Inverters”).** CPR will curate information regarding Inverters available to be installed by the market. CPR may use external sources to obtain Inverters information and those sources may change at the sole discretion of CPR. Specific Inverter attributes (i.e. manufacturer name, model number) will be designated by CPR.

**8.8.4. Battery Storage Equipment Lists (“Batteries”).** CPR will curate information regarding Batteries available to be installed by the market. CPR may use external sources to obtain Battery information and those sources may change at the sole discretion of CPR. Specific Battery attributes (i.e. manufacturer name, model number) will be designated by CPR.

**8.8.5. Electric Vehicle and Charging Equipment Lists (“EV Lists”).** CPR will curate information regarding EVs and EV Chargers available to be installed by the market. CPR may use external sources to obtain EV information and those sources may change at the sole discretion of CPR. Specific EV Charger attributes (i.e. manufacturer name, model number) will be designated by CPR.

## 9. SECURITY AND IT PROVISIONS.

**9.1. Business Continuity Plan.** CPR agrees to implement and maintain during the term of this Agreement, a Business Continuity Plan and Disaster Recovery Plan (the “Plans”), access to which shall be provided to Customer upon request for Customer’s review. The Plans may be reviewed annually, or as required due to significant changes in risk or the business or regulatory environment. The Plans will also be updated to reflect lessons learned from real recovery events. CPR agrees to maintain an effective business continuity, disaster recovery and crisis management response capability, consistent with the level of risk associated with the Service.

**9.2. Audit.** Customer may audit CPR’s records relating to the Software and Services to ensure CPR’s compliance with the terms of this Agreement, provided that Customer has provided reasonable notice to CPR and any such records of CPR’s will be treated by Customer as Confidential Information.

**9.3. Encryption.** Data transmissions of Customer’s information via the Internet between the Customer and Services will be at least SSL 128 bit encrypted.

**9.4. Penetration Tests.** No more than once annually, upon Customer request, CPR will provide proof of third party penetration testing.

**9.5. Security.** CPR warrants that it shall (i) use reasonable physical and systems security measures to prevent unauthorized access to or tampering with the Service, its site, including to protect the confidentiality and integrity of any Customer Information, which means all data provided by users via the Customer’s implementation of the Software, including without limitation Personally Identifiable Information, and to prevent viruses and similar destructive code from being placed on the Software, on

its site, or in its programming; and (ii) use reasonable physical security and precautionary measures to prevent unauthorized access or damage to a facility under its control or that of its subcontractors, including to protect the confidentiality and integrity of any Customer Information. CPR shall, at a minimum, protect Customer's information and provide the same measures it uses to protect its own confidential information. Software shall be hosted in a facility that has been audited to SSAE16 SOC2 standards or those that are equal to or better standards.

- 9.6. Response to Security Breach.** Any breach of the obligations contained in this document shall be reported to Customer within 24 hours of discovery. CPR shall make its employees, agents, and subcontractors available to facilitate investigations related to any such breach. CPR will present its remediation plan to Customer for approval (which approval shall not be unreasonably withheld). CPR shall promptly remediate the effects of any such breach, at its sole expense.
- 9.7. Compliance with Laws.** CPR shall cause its employees and subcontractors to, comply, at CPR's sole cost and expense, with all laws, rules, regulations, reasonable practices and standards applicable to the obligations assumed by CPR under this Agreement including those related to data privacy, data protection, international communications and the transmission of technical or personal data.
- 9.8. Use of Confidential Information.** CPR shall not use any of Customer's Confidential Information (including Personally Identifiable Information), for application testing purposes for any reason or in any manner whatsoever, without the prior written consent of Customer. A sample of anonymized and transformed Customer data may be used upon occasion for internal testing to ensure continued quality of operation of the Software.
- 9.9. Scanning.** Customer may scan CPR's application infrastructure, only with CPR's express prior written consent.
- 9.10. Security Report.** CPR shall provide Customer, with a copy of its third party hosting provider's SOC3 report, as permitted, immediately upon release, at no cost to Customer as such report is released from CPR and/or its subcontractor. Otherwise, Customer may access subcontractor's same or similar report as it is made publicly available upon notice from CPR. Notwithstanding the above, CPR may require an additional Non-disclosure Agreement (NDA) prior to releasing to Customer a System and Organization Controls (SOC) Report such as the SOC 2 Type 2 Security, Availability & Confidentiality Report or similar.
- 9.11. Historical Data Backups.** A backup of all databases will be saved on a daily basis and will be encrypted in storage.
- 9.12. Data Destruction.** Within ten (10) business days after termination of the Service, CPR shall destroy, delete, and erase Customer Data by using industry standard data elimination methods used to prevent unauthorized disclosure of information; however, system-wide historical archived backups for disaster recovery/business continuity purposes cannot be altered. Any Customer data in the disaster recovery backups will persist for the disaster recovery backup retention period, which is presently 35 days. A duly authorized representative of CPR shall certify in writing



that all such Customer Data has been destroyed, deleted, and erased upon completion of such data elimination and immediately forward such certification to Customer for its records.

[SIGNATURE PAGE FOLLOWS]

SERVICE DESCRIPTION – POWERCLERK SOFTWARE SERVICES

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused this Service Description to be signed and executed by their duly authorized representatives.

**JEA**

**Clean Power Research, L.L.C.**

Name: enter NAME

\_\_\_\_\_

Title: enter TITLE

\_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

**Exhibit A**

**PowerClerk Product Manual and Description**

This is sent as a separate PDF file given large file size

## **Exhibit B**

### **PowerClerk Implementation Scope of Work**

At Customer's choosing, CPR will not provide PowerClerk implementation services, which are optional. PowerClerk is designed and built as customer configurable software. Customer implementation will be supported by a 30-hour training budget and a comprehensive online support center that details various elements of PowerClerk software functionality. The PowerClerk Support Center can be accessed at - <https://support.cleanpower.com/powerclerk/>

## **Exhibit C**

### **PowerClerk Custom Web Adapter Description**

PowerClerk stores data that Applicant enter into forms in a set of data fields. Sometimes, it's desirable in a workflow to have automated processes fill in pieces of data (i.e. to lookup the customer's address, or find latitude/longitude for a given address) or to kick off processes in other systems (i.e. a "set meter request"). Web Adapters allow PowerClerk to call Customer-specific web services.

The web adapter framework is built into PowerClerk, it consists of:

- The mechanism to take data fields and hand it to the adapter
- The mechanism to take the output of the adapter and put it back into data fields
- Configuration UI to allow utility admins to pick which input/output data fields to use
- Configuration UI to allow utility admins to configure the adapter, based on what properties the adapter exposes (typically, at least the URL to use which allows for switching between production and test services, in some cases authentication information)
- A form element to get a button onto a form (for the use case of calling the web adapter triggered by a user clicking a button) and to display error messages (like "invalid account number") if necessary
- The mechanism to have the web adapter be called on status transitions or other automation triggers, which includes automated retries if the target service is unreachable

The Custom Web Adapter is a piece of custom code that, in order:

1. Takes input field values and forms a message in standard web formats (namely, REST or SOAP) as negotiated between Customer and CPR. As this is custom code, simple validations like checking account number formats can be performed, if required.
2. Calls the web service using the agreed upon credential-passing mechanism (e.g. Basic Auth over https, mutual certificate auth, OAuth), taking applicable input properties (such as URL) into account. It's typically a single call – if the web adapter needs to reach out to multiple services, it's not really a single web adapter anymore but multiple and should be modelled as such, with some exceptions (e.g., call geocoding automatically before putting a pin on a map if needed)

3. Takes the result if successful and hands them back as output, can do simple error message translation as specified by utility.

## Process

To build a Custom Web Adapter, both Customer and CPR need to come to a shared understanding about:

1. The use case that the web adapter solves.
2. Whether everything that the use case requires is a data field, or available as other input/output data fields (such as current status of the application, or the project number, which is immutable). If not, it is not covered by the standard web adapter format and may incur additional costs if feasible at all.
3. The message passing format (REST with JSON or XML; or SOAP) of the request and response message.
4. How the web adapter authenticates to the target endpoint, how credentials are put into place.
5. Which configuration properties the web adapter exposes.
6. How the web adapter can be tested.
7. Which error cases need special handling.

Adding additional Custom Web Adapters that follow the same pattern, namely, share the same protocol and authentication mechanism, *can* be significantly faster to build, the biggest hurdle is typically the authentication scheme.

When the Custom Web Adapter is turned on in production, it can be called as often as needed without incurring additional costs. This does not apply in cases where the adapter call *itself* incurs costs (e.g., many geocoding services have a per-call component to their cost).

## Maintenance

Maintaining the web adapter means:

- a) Monitoring what it does – i.e., if the called service stops working, find the root cause and alert the Customer.
- b) Maintaining authentication – updating passwords/certificates if needed. The maintenance on certificate-based authentication is more labor intensive and may incur additional costs.

- c) Addressing incremental change requests, like adding/removing/changing a field or changing error handling for more helpful error message in newly discovered corner cases. As Customer streamline their processes with PowerClerk and find ways to optimize their workflow, sometimes their integration points need changes, such as adding or changing data fields that should be exchanged between PowerClerk and the Customer's systems. Similarly, sometimes CPR finds that the web services called, which are often a front for legacy systems, respond in ways that weren't anticipated to some combinations of inputs and these scenarios were missed at the design stage and during the testing stage (as corner cases can arise). As a result, CPR may charge additional maintenance fees if asked to treat those corner cases in a special way.

### Customer Requirements

Assuming the web adapter addresses a service on the Customer side (as opposed to, e.g., an existing third-party service like ArcGIS Online), the core requirements are that the service:

1. Be reachable from the Internet given that PowerClerk is hosted. That comes with a host of considerations:
  - a. CPR can provide the 5 IP addresses that servers call from for the common case of providing a first level of security by IP address whitelisting, making the service unavailable to others on the internet.
  - b. If there is not a static IP address for the service to call, a domain name must be available, and the right public domain name system ("DNS") entry must exist to enable looking up the service by fully qualified domain name ("FQDN").
2. If there is not an existing web service that can be called, the architectural choices for creating a service that can receive the call the web adapter makes are either:
  - a. Make an on-premise server reachable through the Customer firewall or
  - b. Establish a service with a cloud provider that can talk with the Customer on-premise services, e.g., through a persistent virtual private network ("VPN").

If it is the only service at the Customer reachable from the public Internet, the approach of using an established cloud provider is likely easier to complete.

3. If the service is not meant to be anonymously callable (as, e.g., the service of the California State License Board is), an authentication scheme must be established. This is typically the toughest part. Options:
  - a. Basic Authentication over https

- b. Mutual Client Certificate authentication. This incurs higher maintenance effort and may incur additional maintenance fees.
  - c. OAuth. Note that it is not necessarily possible to tie a call directly to a user as the calls can be made without a user being logged in – for the purposes of the authentication, PowerClerk is the user.
4. For the common use case of account data lookups, in most cases the returned data is considered personally-identifiable information. Typically, PowerClerk Applicant accounts are self-registerable, which means that if Customer has an account lookup button on a form accessible to Applicant, anybody can call the service. In order to ward off enumeration attacks (e.g., somebody just trying other account numbers to see what comes back), CPR requires that at least TWO pieces of data (say meter and account number) are required to be entered before any data is returned.
  5. There must be a test version that CPR can use for developing the web adapter against, including credentials and test data, such as test account/meter numbers.
  6. The service must be performant enough to return data within 100 seconds (which is CPR's default timeout for web service calls) but should be considerably faster in order to provide a smooth user experience if the service is invoked by a user clicking a button on a form and waiting for the result.
  7. The production service must be reliable enough to be used in the normal workflow, meaning it must be available 24/7/365 and should be hooked up to IT monitoring and alerting systems.



## **SERVICE DESCRIPTION**

### **POWERCLERK SOFTWARE AND IMPLEMENTATION SERVICES**

1. **GOVERNING AGREEMENT.** This is a Service Description under the Master Software Services Agreement dated September 15, 2021 between CPR and JEA (the “Agreement”). All defined terms in the Agreement shall have the same meaning in this Service Description.
2. **SERVICES PROVIDED BY CPR.** CPR will provide Customer with the Services described in the PowerClerk Product Manual and Description attached hereto as Exhibit A (the “Software” or “PowerClerk”). The services in the PowerClerk Product Manual require configuration by the customer and offer optional Application Programming Interface (API) integration as described in the PowerClerk Implementation Scope of Work attached hereto as Exhibit B (the “Implementation”). Customer may request platform enhancements to the Software, which will be evaluated by CPR and included in the Implementation Scope of Work at CPR’s sole discretion. Any platform enhancements are described in the Implementation Scope of Work and may incur additional fees as described in Section 5. Together, the Implementation and the Customization constitute the “Services”.
3. **TERM.** The entire coverage of this agreement is five years. The initial period of the Software license shall commence 60 days from execution of the Agreement or upon Migration from Sandbox to Production (as triggered by Customer issuing a request for CPR to export the program from Sandbox to Production), whichever occurs first, and end one year later. This initial period may be renewed for additional one-year periods via Customer executing a Service Order referencing this Service Description and CPR accepting such Service Order.
4. **TERMINATION.** This Service Agreement may be terminated in accordance with the Master Software and Services Agreement.
5. **GRANT OF LICENSE.** CPR grants Customer a nonexclusive, nontransferable license to use the Software. The Software shall be used only by Customer for Customer business use. Customer has no ownership rights in the Software. Rather, Customer has a license to use the Software as long as the Agreement remains in full force and effect. Ownership of the Software and all intellectual property rights therein, if any, shall remain at all times with CPR. The Software may contain material that is protected by the United States Copyright Law and by international treaty provisions. All rights not granted to Customer herein are expressly reserved by CPR. Customer may not remove any proprietary notice of CPR from the software. Customer shall not sell, rent, lease, publish, post, sublicense, lend, assign, timeshare, or transfer in whole or in part, or provide unlicensed third parties access to prior or present versions of the software without the written consent of CPR other than the intended users of the web interface.
6. **CUSTOMER’S MAXIMUM INDEBTEDNESS.** Customer’s Maximum Indebtedness under this five year Service Agreement shall not exceed \$269,320.00, with the exception that application volumes and associated variable fees over and above the annual contracted application amounts are subject to additional true-up fees as specified in Section 7.1.1 of this Service Description.

**7. PRICING.** The Software is licensed as software-as-a-service. Software pricing is made up of standard subscription fees and setup fees. Standard subscription fees and setup fees represent the feature-set as described in the PowerClerk Product Manual and Description. Additional features and functionality may incur custom subscription fees and/or platform enhancement fees as agreed between the parties under a separate Service Description.

**7.1. Standard Subscription and Setup Fees.** The annual subscription fee is to be paid in advance of service and is comprised of a base fee, submitted application fees, and eSignature envelope fees dependent upon the expected volume of submitted applications and generated eSignature envelopes, respectively. PowerClerk Pricing Quote can be found in section 5.2 below. Any per program fees apply to the program and use case as described in the Pricing Quote.

**7.1.1.** Customer is responsible for all license fees through the subscription period, including fees representing application and eSignature usage beyond what was initially specified and paid. For example if 600 applications were initially licensed over the subscription period but 700 were actually used over the period, customer would be responsible for the incremental 100 applications via a true-up invoice. Incremental application packs will be invoiced at the appropriate (i.e., best) discount level based on the cumulative application licenses purchased through the subscription year. Unused applications and/or eSignatures in a given subscription term cannot be rolled into or credited towards a future term.

**7.2. Pricing Quote.** The below pricing reflects first year costs. Unit pricing shall remain firm through the five year term of this Service Agreement. Should collective increased application volume fees exceed Customer's Maximum Indebtedness defined in Section 6, Customer can choose to terminate service or Customer and CPR can mutually agree to continue via a Change Order to this Service Agreement.

	Qty.	Unit Price	Amount
<b>Fixed Annual Fee</b>			
Number of Standard Programs	1	\$ 18,000	\$ 18,000
<b>Application Points Packs</b>			
Points Packs	1		
Points Per Pack	3600	\$ 7.27	\$ 26,184
<b>Variable Fees</b>			
eSignatures envelopes	600	\$ 4	\$ 2,400
Projects for Data Import (\$/record)	2200	\$ 5.00	\$ 11,000
SSO configuration	1	\$ 15,000	\$ 15,000
<b>Annual Support Fee</b>			
Web Support	1	\$ -	\$ -
<b>Professional Services</b>			
Basic Configuration Training (30 hours, web enabled),	1	\$ 6,400	\$ 6,400
<b>Total Amount for PowerClerk (Starter Package)</b>			<b>\$ 78,984</b>
			<i>1st year one-time fees</i>
			<i>1st year recurring fees</i>
<b>Options</b>			
Standard Web Adapter - Annual Maintenance (recurring)			\$ 5,000
Custom Web Adapter - Set-up (one-time)			\$ 10,000
Custom Web Adapter - Annual Maintenance (recurring)			\$ 5,000
ArcGIS Integration Set-up (one-time)			\$ 7,500
ArcGIS Integration Annual Maintenance (recurring)			\$ 2,500

<b>PowerClerk Proposal Details and Definitions:</b>
Starter includes 1 program (Solar Interconnection) in PowerClerk
Starter - estimated 3600 Application Points (or the equivalent of 600 new Standard applications submitted per year).
Application Points can be used towards Basic, Standard or Advanced applications. Basic applications = 1 point, Standard applications = 6 points, and Advanced applications=30 points.
Application Points are interchangeable across Application types and can be used for any programs associated with this quote.
Basic Applications are in programs that <u>do not include</u> any of the following features: PV system form element, Battery Storage form element, Custom Lists and Shared Custom Lists, or Incentive Designs. All applications created or submitted via a Channel are considered Basic.
Standard Applications are in programs that <u>include</u> access to any of the following: PV system form element, Battery Storage form element, Configurable Attachments, Large Attachments, Custom Lists, Shared Custom Lists, or Incentive Designs.
An Advanced application is one in which the timeline or complexity falls outside that of the Standard application. This may include utility scale solar and batteries among other workflow types. The workflow and process should be discussed with your Account Executive to confirm your eligibility for different application types.
<u>Basic Support</u> , designated as Tier 0, access to online support documentation and online ticket-based submission process. Support does not include consulting services, implementation, or configuration of the product on behalf of the Customer, or supporting or troubleshooting a Customer’s IT environment (including but not limited to firewalls, network infrastructure, certificate management, and third-party services.)

**8. TECHNICAL SUPPORT (“Support”).** CPR will provide Support for the Service to maximize uptime, document product defects and share best-practices related to product configuration as described in section 6.2. Support does not include consulting services, implementation, or configuration of the product on behalf of the Customer, or supporting or troubleshooting a Customer’s IT environment (including but not limited to firewalls, network infrastructure, certificate management, and third-party services.) Those requests are handled in a separate professional services agreement. Web Adapter configuration and support is considered separate from technical support and is described in Exhibit C.

- 8.1. “Administrators”** means all individuals that interact with Customer’s implementation of the Service as employees or paid contractors of the Customer.
- 8.2. Support Tiers.** CPR Support is provided to Customer in tiers. CPR Support excludes any direct communication or support of non-Administrator, end users e.g. applicants. CPR reserves the option to escalate Support between tiers, as deemed necessary.
- 8.2.1.** “Tier 0” shall consist of online support documentation and online ticket-based submission process.
- 8.2.2.** “Tier 1” shall consist of direct communication via email, phone, or online meeting platform with a CPR customer success team member.
- 8.2.3.** “Tier 2” shall consist of direct communication via email, phone, or online meeting platform with a CPR software engineer.
- 8.3. Support Hours.** For Tier 0, Tier 1 and Tier 2, CPR shall respond and arrange direct communications between 9:00 AM to 5:00 PM (Pacific Prevailing Time, PPT) Monday through Friday, excluding national holidays (“Support Hours”). Customer may access information and submit tickets 24 hours/day, 7 days/week through Tier 0 Support.
- 8.4. Outages.** CPR will notify Customer about outages affecting the servers in a timely manner. CPR will contact Customer using the data in CPR’s contact database. Customer is responsible in keeping the contact information correct and up to date by communicating any changes to [support@powerclerk.com](mailto:support@powerclerk.com).
- 8.5. Outage Notification.**
- 8.5.1. Planned Outages.** CPR will communicate planned Service outages to Customer that are either a) inside Support Hours or b) outside Support Hours and expected to be more than 15 minutes. Depending on the breadth and impact of the outage, notification may be by email. Notification will be provided using the contact information, provided by Customer, in CPR’s contact database.
- 8.5.2. Unplanned Outages.** An unplanned outage occurs when the Software becomes unavailable due to any issue not scheduled or planned. CPR will communicate unplanned outages that are 15 minutes or longer as soon as practicable to the Customer contact by email with follow-up by phone if acknowledgement is not received by CPR promptly through email.
- 8.6. Product Defect Reporting.** Customer can provide feedback to CPR related to perceived product defects using the Tier 0 ticket system by indicating on the Support Request form: “I found a bug”. CPR will evaluate requests to confirm there is a product defect, then determine the severity of the defect and respond to Customer with mitigation actions and timeline.
- 8.7. Product Support Requests.** Customer may request product use and configuration consultation from CPR through Tier 0 ticket system by indicating on the Support Request form: “I need support with PowerClerk”. CPR will evaluate requests to determine the nature of the support. CPR’s dedicated and knowledgeable staff shall

respond with the option to escalate to second-tier email, phone or interactive (phone with web-based screen sharing) as follows:

- 8.7.1. Urgent Support Request.** For an Urgent Support Request, CPR will use reasonable efforts to contact Customer during Support Hours no later than 4 hours after receipt of an urgent incident report. Resolution time will depend on the nature of the report, request, or inquiry. Urgent Support Requests include Customer discovery that the Service is unavailable to all users for more than 1 hour and is not due to a Planned Outage.
- 8.7.2. Non-Urgent Support Request.** For a Non-Urgent Support Request, CPR will use reasonable efforts to contact Customer during Support Hours no later than 5 business days after receipt. Resolution time will depend on the nature of the report, request, or inquiry. Non-Urgent Support Requests include Customer request for CPR to approve and complete Data Imports and Test Environment commits. Non-Urgent Support Requests also include Customer discovery of abnormal or inconsistent behavior not restricting Service functionality.
- 8.7.3. Business Inquiry.** For Business Inquiries, CPR will use reasonable efforts to contact Customer during Support Hours no later than 10 business days after receipt. Resolution time will depend on the nature of the request or inquiry. Business Inquiries include Customer requests to add existing Service feature access to their license, suggest new Service feature, suggest new Support Center content or questions regarding changes to the Service.
- 8.8. Product Support Assets.** Customer may access product support assets as part of the Service, under License. CPR retains the right to modify these assets at its sole discretion. Requests to modify these assets may be submitted by the Customer using the ticket system and by indicating on the Support Request form: "I have a feature suggestion". The Product Support Assets include:
- 8.8.1. "Custom Web Adapters".** CPR will create and maintain Custom Web Adapters specific to Customer's Service. Custom Web Adapters consist of custom code that the Service uses to call external systems to either place or retrieve data. A typical Web Adapter requires six weeks of advanced notice to CPR with all required information provided in Exhibit C. A full description and list of details can be found in Exhibit C. CPR maintains the following Custom Web Adapters for Customer:
- 8.8.2. Solar Module Equipment Lists ("Modules").** CPR will curate information regarding Modules available to be installed by the market. CPR may use external sources to obtain Module information and those sources may change at the sole discretion of CPR. Specific Module attributes (i.e. manufacturer name, model number) will be designated by CPR.
- 8.8.3. Solar Inverter Equipment Lists ("Inverters").** CPR will curate information regarding Inverters available to be installed by the market. CPR may use external sources to obtain Inverters information and those sources may change at the sole discretion of CPR. Specific Inverter attributes (i.e. manufacturer name, model number) will be designated by CPR.
- 8.8.4. Battery Storage Equipment Lists ("Batteries").** CPR will curate information

regarding Batteries available to be installed by the market. CPR may use external sources to obtain Battery information and those sources may change at the sole discretion of CPR. Specific Battery attributes (i.e. manufacturer name, model number) will be designated by CPR.

**8.8.5. Electric Vehicle and Charging Equipment Lists (“EV Lists”).** CPR will curate information regarding EVs and EV Chargers available to be installed by the market. CPR may use external sources to obtain EV information and those sources may change at the sole discretion of CPR. Specific EV Charger attributes (i.e. manufacturer name, model number) will be designated by CPR.

## **9. SECURITY AND IT PROVISIONS.**

**9.1. Business Continuity Plan.** CPR agrees to implement and maintain during the term of this Agreement, a Business Continuity Plan and Disaster Recovery Plan (the “Plans”), access to which shall be provided to Customer upon request for Customer’s review. The Plans may be reviewed annually, or as required due to significant changes in risk or the business or regulatory environment. The Plans will also be updated to reflect lessons learned from real recovery events. CPR agrees to maintain an effective business continuity, disaster recovery and crisis management response capability, consistent with the level of risk associated with the Service.

**9.2. Audit.** Customer may audit CPR’s records relating to the Software and Services to ensure CPR’s compliance with the terms of this Agreement, provided that Customer has provided reasonable notice to CPR and any such records of CPR’s will be treated by Customer as Confidential Information.

**9.3. Encryption.** Data transmissions of Customer’s information via the Internet between the Customer and Services will be at least SSL 128 bit encrypted.

**9.4. Penetration Tests.** No more than once annually, upon Customer request, CPR will provide proof of third party penetration testing.

**9.5. Security.** CPR warrants that it shall (i) use reasonable physical and systems security measures to prevent unauthorized access to or tampering with the Service, its site, including to protect the confidentiality and integrity of any Customer Information, which means all data provided by users via the Customer’s implementation of the Software, including without limitation Personally Identifiable Information, and to prevent viruses and similar destructive code from being placed on the Software, on its site, or in its programming; and (ii) use reasonable physical security and precautionary measures to prevent unauthorized access or damage to a facility under its control or that of its subcontractors, including to protect the confidentiality and integrity of any Customer Information. CPR shall, at a minimum, protect Customer’s information and provide the same measures it uses to protect its own confidential information. Software shall be hosted in a facility that has been audited to SSAE16 SOC2 standards or those that are equal to or better standards.

**9.6. Response to Security Breach.** Any breach of the obligations contained in this

document shall be reported to Customer within 24 hours of discovery. CPR shall make its employees, agents, and subcontractors available to facilitate investigations related to any such breach. CPR will present its remediation plan to Customer for approval (which approval shall not be unreasonably withheld). CPR shall promptly remediate the effects of any such breach, at its sole expense.

- 9.7. Compliance with Laws.** CPR shall cause its employees and subcontractors to, comply, at CPR's sole cost and expense, with all laws, rules, regulations, reasonable practices and standards applicable to the obligations assumed by CPR under this Agreement including those related to data privacy, data protection, international communications and the transmission of technical or personal data.
- 9.8. Use of Confidential Information.** CPR shall not use any of Customer's Confidential Information (including Personally Identifiable Information), for application testing purposes for any reason or in any manner whatsoever, without the prior written consent of Customer. A sample of anonymized and transformed Customer data may be used upon occasion for internal testing to ensure continued quality of operation of the Software.
- 9.9. Scanning.** Customer may scan CPR's application infrastructure, only with CPR's express prior written consent.
- 9.10. Security Report.** CPR shall provide Customer, with a copy of its third party hosting provider's SOC3 report, as permitted, immediately upon release, at no cost to Customer as such report is released from CPR and/or its subcontractor. Otherwise, Customer may access subcontractor's same or similar report as it is made publicly available upon notice from CPR. Notwithstanding the above, CPR may require an additional Non-disclosure Agreement (NDA) prior to releasing to Customer a System and Organization Controls (SOC) Report such as the SOC 2 Type 2 Security, Availability & Confidentiality Report or similar.
- 9.11. Historical Data Backups.** A backup of all databases will be saved on a daily basis and will be encrypted in storage.
- 9.12. Data Destruction.** Within ten (10) business days after termination of the Service, CPR shall destroy, delete, and erase Customer Data by using industry standard data elimination methods used to prevent unauthorized disclosure of information; however, system-wide historical archived backups for disaster recovery/business continuity purposes cannot be altered. Any Customer data in the disaster recovery backups will persist for the disaster recovery backup retention period, which is presently 35 days. A duly authorized representative of CPR shall certify in writing that all such Customer Data has been destroyed, deleted, and erased upon completion of such data elimination and immediately forward such certification to Customer for its records.

[SIGNATURE PAGE FOLLOWS]



SERVICE DESCRIPTION – POWERCLERK SOFTWARE SERVICES

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused this Service Description to be signed and executed by their duly authorized representatives.

**JEA**

**Clean Power Research, L.L.C.**

Name: Jenny McCollum

Alan Saunders

Title: Director Procurement Services

Vice President, Sales and Business Development

Signature: 



Date: 9/9/21

9/13/2021

**Exhibit A**

**PowerClerk Product Manual and Description**

This is sent as a separate PDF file given large file size

## **Exhibit B**

### **PowerClerk Implementation Scope of Work**

At Customer's choosing, CPR will not provide PowerClerk implementation services, which are optional. PowerClerk is designed and built as customer configurable software. Customer implementation will be supported by a 30-hour training budget and a comprehensive online support center that details various elements of PowerClerk software functionality. The PowerClerk Support Center can be accessed at - <https://support.cleanpower.com/powerclerk/>

## **Exhibit C**

### **PowerClerk Custom Web Adapter Description**

PowerClerk stores data that Applicant enter into forms in a set of data fields. Sometimes, it's desirable in a workflow to have automated processes fill in pieces of data (i.e. to lookup the customer's address, or find latitude/longitude for a given address) or to kick off processes in other systems (i.e. a "set meter request"). Web Adapters allow PowerClerk to call Customer-specific web services.

The web adapter framework is built into PowerClerk, it consists of:

- The mechanism to take data fields and hand it to the adapter
- The mechanism to take the output of the adapter and put it back into data fields
- Configuration UI to allow utility admins to pick which input/output data fields to use
- Configuration UI to allow utility admins to configure the adapter, based on what properties the adapter exposes (typically, at least the URL to use which allows for switching between production and test services, in some cases authentication information)
- A form element to get a button onto a form (for the use case of calling the web adapter triggered by a user clicking a button) and to display error messages (like "invalid account number") if necessary
- The mechanism to have the web adapter be called on status transitions or other automation triggers, which includes automated retries if the target service is unreachable

The Custom Web Adapter is a piece of custom code that, in order:

1. Takes input field values and forms a message in standard web formats (namely, REST or SOAP) as negotiated between Customer and CPR. As this is custom code, simple validations like checking account number formats can be performed, if required.
2. Calls the web service using the agreed upon credential-passing mechanism (e.g. Basic Auth over https, mutual certificate auth, OAuth), taking applicable input properties (such as URL) into account. It's typically a single call – if the web adapter needs to reach out to multiple services, it's not really a single web adapter anymore but multiple and should be modelled as such, with some exceptions (e.g., call geocoding automatically before putting a pin on a map if needed)

3. Takes the result if successful and hands them back as output, can do simple error message translation as specified by utility.

## Process

To build a Custom Web Adapter, both Customer and CPR need to come to a shared understanding about:

1. The use case that the web adapter solves.
2. Whether everything that the use case requires is a data field, or available as other input/output data fields (such as current status of the application, or the project number, which is immutable). If not, it is not covered by the standard web adapter format and may incur additional costs if feasible at all.
3. The message passing format (REST with JSON or XML; or SOAP) of the request and response message.
4. How the web adapter authenticates to the target endpoint, how credentials are put into place.
5. Which configuration properties the web adapter exposes.
6. How the web adapter can be tested.
7. Which error cases need special handling.

Adding additional Custom Web Adapters that follow the same pattern, namely, share the same protocol and authentication mechanism, *can* be significantly faster to build, the biggest hurdle is typically the authentication scheme.

When the Custom Web Adapter is turned on in production, it can be called as often as needed without incurring additional costs. This does not apply in cases where the adapter call *itself* incurs costs (e.g., many geocoding services have a per-call component to their cost).

## Maintenance

Maintaining the web adapter means:

- a) Monitoring what it does – i.e., if the called service stops working, find the root cause and alert the Customer.
- b) Maintaining authentication – updating passwords/certificates if needed. The maintenance on certificate-based authentication is more labor intensive and may incur additional costs.

- c) Addressing incremental change requests, like adding/removing/changing a field or changing error handling for more helpful error message in newly discovered corner cases. As Customer streamline their processes with PowerClerk and find ways to optimize their workflow, sometimes their integration points need changes, such as adding or changing data fields that should be exchanged between PowerClerk and the Customer's systems. Similarly, sometimes CPR finds that the web services called, which are often a front for legacy systems, respond in ways that weren't anticipated to some combinations of inputs and these scenarios were missed at the design stage and during the testing stage (as corner cases can arise). As a result, CPR may charge additional maintenance fees if asked to treat those corner cases in a special way.

### Customer Requirements

Assuming the web adapter addresses a service on the Customer side (as opposed to, e.g., an existing third-party service like ArcGIS Online), the core requirements are that the service:

1. Be reachable from the Internet given that PowerClerk is hosted. That comes with a host of considerations:
  - a. CPR can provide the 5 IP addresses that servers call from for the common case of providing a first level of security by IP address whitelisting, making the service unavailable to others on the internet.
  - b. If there is not a static IP address for the service to call, a domain name must be available, and the right public domain name system ("DNS") entry must exist to enable looking up the service by fully qualified domain name ("FQDN").
2. If there is not an existing web service that can be called, the architectural choices for creating a service that can receive the call the web adapter makes are either:
  - a. Make an on-premise server reachable through the Customer firewall or
  - b. Establish a service with a cloud provider that can talk with the Customer on-premise services, e.g., through a persistent virtual private network ("VPN").

If it is the only service at the Customer reachable from the public Internet, the approach of using an established cloud provider is likely easier to complete.

3. If the service is not meant to be anonymously callable (as, e.g., the service of the California State License Board is), an authentication scheme must be established. This is typically the toughest part. Options:
  - a. Basic Authentication over https

- b. Mutual Client Certificate authentication. This incurs higher maintenance effort and may incur additional maintenance fees.
  - c. OAuth. Note that it is not necessarily possible to tie a call directly to a user as the calls can be made without a user being logged in – for the purposes of the authentication, PowerClerk is the user.
4. For the common use case of account data lookups, in most cases the returned data is considered personally-identifiable information. Typically, PowerClerk Applicant accounts are self-registerable, which means that if Customer has an account lookup button on a form accessible to Applicant, anybody can call the service. In order to ward off enumeration attacks (e.g., somebody just trying other account numbers to see what comes back), CPR requires that at least TWO pieces of data (say meter and account number) are required to be entered before any data is returned.
  5. There must be a test version that CPR can use for developing the web adapter against, including credentials and test data, such as test account/meter numbers.
  6. The service must be performant enough to return data within 100 seconds (which is CPR's default timeout for web service calls) but should be considerably faster in order to provide a smooth user experience if the service is invoked by a user clicking a button on a form and waiting for the result.
  7. The production service must be reliable enough to be used in the normal workflow, meaning it must be available 24/7/365 and should be hooked up to IT monitoring and alerting systems.

# *Certification of Single Source or Emergency Procurement*

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

## **3-112 Single Source**

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

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

## **3-113 Emergency Procurements**

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

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

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

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

**1. Vendor Name:**

Clean Power Research

---

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

Distributed Energy Resource (DER) workflow and automation software service.

---

---

---



3. **Certification:**

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

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

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

OR

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

Dan Copeland

Digitally signed by Dan Copeland  
Date: 2021.07.01 11:46:51 -0400

07/01/21

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

\_\_\_\_\_  
**Date**

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