

Welcome to the JEA Awards Meeting

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

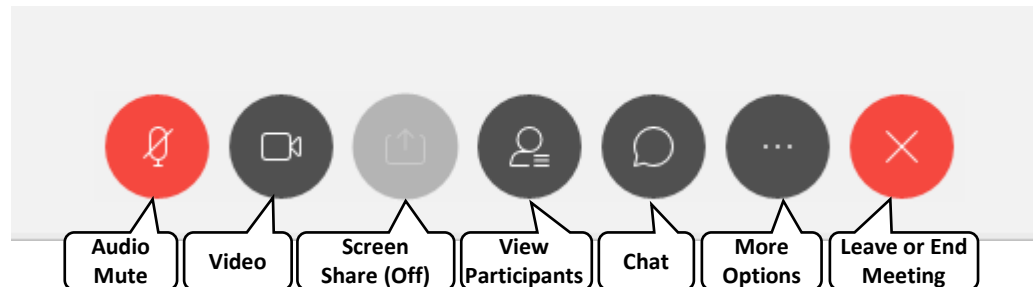
We will unmute your lines during the public comment time and provide opportunity for you to speak.

During the meeting, interested persons can also email **Cecil Camacho** at camac@jea.com 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 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, January 19, 2023

TIME: 10:00 A.M.

PLACE: JEA, Customer Center, Bid Office, 1st Floor, 21 West Church Street, Jacksonville, FL
32202 OR
WebEx/Teleconference
WebEx Meeting Number (access code): 2309 526 2709
WebEx Password: cQMmJPHA823

Public Comments:

Awards:

1. Approval of the minutes from the last meeting(01/12/2023)
2. 1410813046 – Request approval to award a contract to Mott MacDonald Florida, LLC, for engineering services for the Southeast Water Treatment Plant Ground Storage Tank project in the amount of \$555,255.00, subject to the availability of lawfully appropriated funds.
3. Request approval to award a single sourced contract to MAC Products, Inc. for the Georgia Street HPFF Pumping Plant House in the amount of \$1,294,709.60, subject to the availability of lawfully appropriated funds.
4. 1410933246 – Request approval to award a contract to Polydyne, Inc. for the supply and delivery of Bulk Liquid Emulsion Polymer in the amount of \$7,584,720.00 subject to the availability of lawfully appropriated funds.
5. 1410431046 - Request approval for a contract increase to MPW Industrial Services, Inc. (\$2,230,000.00) for industrial cleaning services, for a new not-to-exceed amount of \$3,322,900.00, subject to the availability of lawfully appropriated funds.
6. 1410937246– Request approval to award a contract to Prosys, Inc. for Professional Services for Cisco Contact from UCCE 11.6 to PCCE 12.6 in the amount of \$330,250.18, subject to the availability of lawfully appropriated funds.
7. Request approval to award a single sourced contract to Thorburn Flex, Inc. for supply of Unit 2 Rear Wall fuel feeder equipment replacement project in the amount of \$931,797.00, subject to the availability of lawfully appropriated funds.
8. 1411016046 - Request approval to award a contract to Ridge Equipment Company, Inc. for the purchase six (6) Kubota Mini Excavators for FY23 in the amount of \$630,744.00, subject to the availability of lawfully appropriated funds.
9. **DEFERRED**

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.

01-19-2023 Awards Committee

<u>Award#</u>	<u>Type of Award</u>	<u>Business Unit</u>	<u>Estimated/Budgeted Amount</u>	<u>Amount</u>	<u>Awardee</u>	<u>Term</u>	<u>Summary</u>
1	Minutes	N/A	N/A	N/A	N/A	N/A	Approval of minutes from the 01/12/2023 meeting.
2	REQUEST FOR PROPOSALS (RFP) (2) PROPOSALS	MELENDEZ	\$350,000.00	\$555,255.00	MOTT MACDONALD FLORIDA, LLC	Project Completion (Expected: October 2025)	<p><u>Engineering Services for the Southeast Water Treatment Plant (WTP) Ground Storage Tank Project</u> The scope of engineering services includes, but is not limited to: preliminary design, final detailed design, opinion of construction cost, permitting support, engineering support during bidding, engineering services during construction, and engineering services during startup for the ground storage tank project at the Southeast Water Treatment Plant.</p> <p>The negotiated fee of \$555,255.00 is approximately 59% higher than the estimate. This is due to the addition of electrical work, flow meter, discharge piping and a walkway that were not included in the initial estimate, as well as adjusting for a longer construction period, based on what has been observed on other similar projects. The negotiated fee is deemed reasonable when these factors are considered. The hourly rates were compared to previous rates and deemed reasonable.</p> <p>A not-to-exceed amount of \$555,255.00.</p>
3	SINGLE SOURCE	MELENDEZ	\$1,080,000.00	\$1,121,153.00	MAC PRODUCTS, INC.	Project Completion	<p><u>MAC - Georgia Street HPFF Pumping Plant House</u> The scope is to remove and replace the two (2) existing pumping skids and the two (2) buildings in which they are located, with one (1) entirely new modular designed pumping plant house. This award includes equipment only. Installation & commissioning will be completed by MAC under separate single source OEM purchase.</p> <p>The last pumping station project was completed in 2020 for the Mill Cove and Church Street substation at \$1.16M. On average, the scope of supply has seen a 5.5% increase annually on average since 2011.</p> <p>Considering switching costs, quality of service and price increases, pricing for this contract is deemed reasonable. It is also noted, this award includes a 10% Supplemental Work Allowance (SWA).</p>

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							Request approval to award a single sourced contract to MAC Products, Inc., for the Georgia Street HPFF Pumping Plant House in the amount of \$1,121,153.00, subject to the availability of lawfully appropriated funds.
4	INVITATION FOR BID (IFB) (1) BID	VU	\$10,485,000.0 0	\$7,584,720.00	POLYDYNE, INC.	Five (5) Years w/ Two (2) - 1 Yr. Renewals	<p><u>Continuing Services for Bulk Liquid Emulsion Polymer Supply and Delivery</u> The purpose of this Invitation for Bid (IFB) is to solicit competitive Bids from a supplier that can reliably supply bulk liquid emulsion polymer for use in the thickening and drying of wastewater biosolids at various JEA facilities.</p> <p>Participation for this solicitation was encouraged through extending the Bid due date, communicating the solicitation to approximately 30 suppliers and following up with communication to suppliers that participated in previous solicitations. Potential bidders shared feedback on their decision to decline participating citing the arrangement being cost prohibitive based on the source locations and transit to the JEA service area. JEA did offer annual price adjustments based on Consumer Price Index (CPI) to help alleviate the concern. After Polydyne was identified as the lowest bidder, JEA and Polydyne agreed to adjust the term from Five (5) Years w/Two (2) Three (3) Years w/ Three (3) - 1 Yr. Renewals. Also, at the end of the Three (3) Year term, JEA will allow other vendors to trial their solutions to increase competition.</p> <p>The pricing of \$1.87/lb. for this award represents an 33.6% increase over the current \$1.40/lb. This is due to increased market demand for polymers and a reduced supplier base due to mergers and acquisitions. This trend of increases in raw materials and tightening of supply has been observed for other chemicals, especially in the last two years. As an example, a similar contract for the supply of polymer to the Blacks Ford Water Reclamation Facility was awarded on 07/09/2020 to a different supplier, Fort Bend Services, Inc. Fort Bend Services, Inc. was later acquired by Polydyne. JEA researched pricing at other Florida municipalities and deemed the new price to be reasonable under current market conditions.</p> <p>A not-to-exceed amount of \$12,641,200.00.</p>
5	CONTRACT INCREASE	ERIXTON	\$2,230,000.00	\$2,230,000.00	MPW INDUSTRIAL SERVICES, INC.	Three (3) Years w/ Two (2) - 1 Yr. Renewals	<p><u>Industrial Cleaning Services</u> The purpose of this solicitation is to contract the services of an industrial cleaning contractor to provide services described herein ("Work"). The scope of work includes furnishing all supervision, labor, materials, tools, equipment, consumables, and subcontracts</p>

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						<p>necessary for industrial cleaning services primarily at JEA electric generating facilities.</p> <p>JEA had originally intended to manage industrial cleaning contractors directly using Workspend. After approximately 5 months of current market labor challenges using temporary labor & JEA managing personnel, JEA elected to use the Option A outsourced managed labor option from MPW. MPW's Option A pricing was the lower of the two original Awardees.</p> <p>This request is to add funds for O&M in the amount of \$2,230,000.00, to allow continued use through the Term. The original award amount was based on historical usage and budget estimates available at the time of award. Contract prices have CPI adjustments allowable at contract anniversary upon request by the supplier.</p> <p>Request approval for a contract increase to MPW Industrial Services, Inc. \$2,230,000.00 for industrial cleaning services, for a new not-to-exceed amount of \$3,322,900.00, subject to the availability of lawfully appropriated funds.</p>
6	<p>INVITATION TO NEGOTIATE (ITN)</p> <p>(2) RESPONSES</p>	SELDERS	\$360,000.00	\$330,250.18	PROSYS, INC.	<p style="text-align: center;">Project Completion (Estimated 9 months to complete)</p> <p><u>Professional Services for Cisco Contact from UCCE 11.6 to PCCE 12.6</u> JEA seeks Professional Services for Cisco Contact from UCCE 11.6 to PCCE 12.6 to provide full platform and application services to migrate JEA from their current Cisco Unified Contact Center Enterprise (UCCE 11.6) platform with CVP, to a newly built Cisco Packaged Contact Center Enterprise (PCCE 12.6) platform in its dual site deployment. The proposed platform is expected to build alongside the current UCCE production platform on new Cisco servers. The core components shall be sized to support all of JEA agents (150), and simultaneous Agent/IVR calls, across the entire enterprise. Inputs from JEA's historical, current, and future plans shall be used to run the Cisco Sizing Tool for resource allocation and version requirements that will then be submitted to the Cisco A2Q team for design and sizing approval.</p> <p>This award request for \$330,250.18 is for an estimated nine (9) month project completion term to provide consulting services for JEA's transition of the current Cisco Unified Contact Center Enterprise (UCCE 11.6) platform with CVP, to a newly built Cisco Packaged Contact Center Enterprise (PCCE 12.6) platform in its dual site deployment. JEA intends to complete this scope of work by 2023 fiscal year end. The current IVR system at JEA will go out of support in September 2023. JEA is immediately replacing the</p>

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							<p>critical IVR functionality prior to Storm Season to ensure business continuity. The remaining project term shall deliver less critical business functionality. When complete, the new version will provide enhanced functionality and stability needed for this system.</p> <p>1410937246– Request approval to award a contract to Prosys, Inc. for Professional Services for Cisco Contact from UCCE 11.6 to PCCE 12.6 in the amount of \$330,250.18, subject to the availability of lawfully appropriated funds.</p>
7	SINGLE SOURCE	MELENDEZ	\$1,048,522.00	\$931,797.00	THORBURN FLEX, INC.	Project Completion	<p><u>NGS CFB N02 – A2/E2 Fuel Feeder Replacement Project</u> This is a request to purchase replacement conveyor fuel drops from OEM. Equipment includes three (3 EA) A2 fuel drops (Thorburn Part #JEA-060-02), three (3 EA) A2 fuel drop thermal pipes (Thorburn Part #JEA-060-03) and three (3 EA) E2 fuel drops (Thorburn Part #JEA-06-01).</p> <p>The award amount is eleven percent (11%) below the Business Unit Estimate. The last time similar work was last performed in 2009, the historical price was \$250k. When considering the potential impact to the plant from reduced operations or downtime and safety risks, the price is considered reasonable.</p> <p>Request approval to award a single sourced contract to Thorburn Flex, Inc. for supply of Unit 2 Rear Wall fuel feeder equipment replacement project in the amount of \$931,797.00, subject to the availability of lawfully appropriated funds.</p>
8	INVITATION FOR BID (IFB) (2) BIDS	MCELROY	\$690,000.00	\$630,744.00	RIDGE EQUIPMENT COMPANY, INC.	Project Completion (August 2023 Estimate)	<p><u>211-02W Fleet Expansion (Kubota Mini Excavators)</u> The purpose of this Invitation for Bid (IFB) was to solicit pricing for the purchase of six (6) Kubota Mini Excavators for FY23 JEA’s fleet capital requirements for expansion for the Water department.</p> <p>JEA has standardized its fleet of mini excavators to the Kubota model KX080-4 with Angle Blade Excavator. Fleet is purchasing (6) Kubota Mini Excavators for FY23 Water Expansion. There are two different variants being purchased. Four (4) of the excavators are standard models plumbed for thumb controls and the other two (2) have thumb controls. JEA last bought these excavators in 2021. At the time, JEA paid \$97,497.00 per excavator. Based on the industry increases in pricing for this type of equipment, Fleet based its estimate on an increase of 18% from the 2021 purchase. The Kubota Mini Excavators only went up in price by 7.82%. Lead times for the excavators depend on allocation from Kubota but both vendors expected to get the equipment within 6 months.</p>

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							Request approval to award a contract to Ridge Equipment Company, Inc. for the purchase six (6) Kubota Mini Excavators for FY23 in the amount of \$630,744.00, subject to the availability of lawfully appropriated funds.
9	DEFERRED	DEFERRED	DEFERRED	DEFERRED	DEFERRED	DEFERRED	DEFERRED
Total Award				\$13,383,919.18			

JEA AWARDS COMMITTEE

JANUARY 12, 2023, MEETING MINUTES

The JEA procurement Awards Committee met on January 12, 2023, in person with a WebEx option.

WebEx Meeting Number (access code): 2309 526 2709

WebEx Password: cQMmJPHA823

Members in attendance were Heather Beard Manager Procurement Contract Administration for Jenny McCollum, Chief Procurement Officer, Stephen Datz as Chairperson (onsite), Stephanie Nealy as Budget Representative, Rebecca Lavie as Office of General Counsel Representative, Hai Vu as Vice Chairperson (onsite), Mark Stultz for Laura Schepis (onsite), Todd Skinner for Ricky Erixton, and Randall Barnes for Joe Orfano (onsite). 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 (01/05/2022). Chair Datz verbally presented the Committee Members the proposed January 05, 2023, minutes as presented.

MOTION: Hai Vu made a motion to approve the October 20, 2022, minutes (Award Item 1). The motion was seconded by Mark Stultz and approved unanimously by the Awards Committee (5-0).

The Committee Members reviewed and discussed the following Awards Items 2, 4-6, award 3 was deferred.

2. 1410837846 – Request approval to award a contract to GreenTechnologies, LLC, for the sale of biosolids byproducts from the Buckman WRF in the amount of \$32.00/ton, with an estimated contract revenue value of \$912,000.00

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

3. DEFFERED

4. Request approval to extend the contract for Trademark Metals Recycling, LLC for an additional six (6) months for the sale of scrap cable, wire, and metal for an additional estimated revenue in the amount of \$329,184.11, for a total estimated revenue of \$2,962,659.67, 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 Mark Stultz and approved unanimously by the Awards Committee (5-0).

5. Request approval to award contracts to Mitsubishi Electric Power Products, Inc. for Item GCBAR002 carried in 's Inventory stock for a total amount of \$312,180.00 subject to the availability 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 Randall Barnes and approved unanimously by the Awards Committee (5-0).

6. Request approval to award a contract amendment to Duval Ford for the purchase of purchase of nineteen (19) vehicles within the vehicle class categories of 122, and 123 for JEA's FY23 fleet capital requirements in the amount of \$2,509,993.68.

MOTION: Mark Stultz made a motion to approve Award Item 6 as presented in the committee packet. The motion was seconded by Randall Barnes and approved unanimously by the Awards Committee (5-0).

Informational Item:

No informational items were presented to the Awards Committee.

Ratifications:

Public Comments:

No additional public comment speaking period was taken.

Adjournment:

Chair Datz adjourned the meeting at 10:09 a.m.

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



Formal Bid and Award System

Award #2 January 19, 2023

Type of Award Request: REQUEST FOR PROPOSALS (RFP)
Request #: 541
Requestor Name: Willoughby, Mickey
Requestor Phone: (851) 661-7494
Project Title: Engineering Services for the Southeast Water Treatment Plant (WTP) Ground Storage Tank Project
Index Number: 150-10
Project Location: JEA
Funds: Capital
Business Unit Estimate: \$350,000.00

Scope of Work:

The scope of engineering services includes, but is not limited to: preliminary design, final detailed design, opinion of construction cost, permitting support, engineering support during bidding, engineering services during construction, and engineering services during startup for the ground storage tank project at the Southeast Water Treatment Plant.

JEA IFB/RFP/State/City/GSA#: 1410813046
Purchasing Agent: Kruck, Dan
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
MOTT MACDONALD FLORIDA, LLC	Leslie Samel	leslie.samel@mottmac.com	1025 Centurion Parkway N, Suite 320, Jacksonville, FL 32256	(904) 203-7877	\$555,255.00

Amount for entire term of Contract/PO: \$555,255.00
Award Amount for remainder of this FY: \$349,938.00
Length of Contract/PO Term: Project Completion
Begin Date: 02/01/2023
End Date: Project Completion (Expected: October 2025)
JSEB Evaluation Criteria: Five Percent (5%)

Comments on JSEB Requirements:

Smith Surveying (Survey) – 11.1%
 Meskel & Associates (Geotechnical) – 3.3%

PROPOSERS:

Name	Amount	Rank
MOTT MACDONALD FLORIDA, LLC	\$555,255.00	1

CRAWFORD, MURPHY, & TILLY INC.	N/A	2
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Background/Recommendations:

Advertised on 07/22/2022. Five (5) prime companies attended the mandatory pre-proposal meeting held on 08/02/2022. At proposal opening on 08/30/2022, JEA received two (2) Proposals. The companies that did not submit a proposal stated they were focusing their efforts on other opportunities as the reason for not submitting. The public evaluation meeting was held on 10/19/2022, and JEA deemed Mott MacDonald Florida, LLC most qualified to perform the work. A copy of the evaluation matrix and negotiated fees are attached for reference.

The negotiated fee of \$555,255.00 is approximately 59% higher than the estimate. This is due to the addition of electrical work, flow meter, discharge piping and a walkway that were not included in the initial estimate, as well as adjusting for a longer construction period, based on what has been observed on other similar projects. The negotiated fee is deemed reasonable when these factors are considered. The hourly rates were compared to previous rates and deemed reasonable.

1410813046 – Request approval to award a contract to Mott MacDonald Florida, LLC, for engineering services for the Southeast Water Treatment Plant Ground Storage Tank project in the amount of \$555,255.00, subject to the availability of lawfully appropriated funds.

- Manager:** Phillips, Brian R. – Mgr W/WW Project Management
- Senior Manager:** Doherty, Peter F. – Senior Manager Project Management
- Director:** Conner, Sean M. – Dir W/WW Project Engineering & Construction
- VP:** Melendez, Pedro A. – VP Planning Engineering & Construction

APPROVALS:

Chairman, Awards Committee **Date**

Budget Representative **Date**

1410813046 Engineering Services for the Southeast Water Treatment Plant (WTP) Ground Storage Tank Project

Vendor Rankings	Mickey Willoughby	Mike Hersey	Jim Orr	Σ Rank	Rank
Mott MacDonald Florida, LLC	1	1	1	3	1
Crawford, Murphy, & Tilly Inc.	2	2	2	6	2

Mickey Willoughby	Professional Staff Experience (30 Points)	Design Approach and Work Plan (40 Points)	Company Experience (25 Points)	JSEB (5 Points)	Total	Rank
Crawford, Murphy, & Tilly Inc.	23.35	33	16	4	76.35	2
Mott MacDonald Florida, LLC	26.45	33	25	4	88.45	1

Mike Hersey	Professional Staff Experience (30 Points)	Design Approach and Work Plan (40 Points)	Company Experience (25 Points)	JSEB (5 Points)	Total	Rank
Crawford, Murphy, & Tilly Inc.	26.5	34	21	4	85.50	2
Mott MacDonald Florida, LLC	27.65	37	24	4	92.65	1

Jim Orr	Professional Staff Experience (30 Points)	Design Approach and Work Plan (40 Points)	Company Experience (25 Points)	JSEB (5 Points)	Total	Rank
Crawford, Murphy, & Tilly Inc.	27.1	20	17	4	68.10	2
Mott MacDonald Florida, LLC	23.3	24	20	4	71.30	1

Overall Averages	Professional Staff Experience (30 Points)	Design Approach and Work Plan (40 Points)	Company Experience (25 Points)	JSEB (5 Points)	Total
Crawford, Murphy, & Tilly Inc.	25.65	29.00	18.00	4.00	76.65
Mott MacDonald Florida, LLC	25.80	31.33	23.00	4.00	84.13



Formal Bid and Award System

Award #3 January 19, 2023

Type of Award Request: SINGLE SOURCE
Requestor Name: Sebastian Chmist – Staff Engineer
Requestor Phone: (860) 995-0075
Project Title: MAC - Georgia Street HPFF Pumping Plant House
Project Number: 8007635
Project Location: JEA
Funds: Capital
Business Unit Estimate: \$1,080,000.00

Scope of Work:

The scope is to remove and replace the two (2) existing pumping skids and the two (2) buildings in which they are located, with one (1) entirely new modular designed pumping plant house. This award includes equipment only. Installation & commissioning will be completed by MAC Products Inc under this contract.

Pursuant to section 3 – 112 of the JEA Purchasing Code - 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:

(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;

The use of the OEM for Fabrication & Installation reduces significant operational risk, outage duration and potential for defects in allowing non-OEM fabricated equipment.

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

RECOMMENDED AWARDEE(S):

Name	Contact Name	Address	Phone	Amount
MAC PRODUCT, INC.	David J. Zuercher	60 Pennsylvania Ave, Kearny, PA 07032	(973) 715-1575	\$1,121,153.00

Amount for entire term of Contract/PO: \$1,121,153.00
Award Amount for remainder of this FY: \$704,940.00
Length of Contract/PO Term: Project Completion
Begin Date (mm/dd/yyyy): 01/30/2023
End Date (mm/dd/yyyy): Project Completion (Expected 04/01/2024)
JSEB Requirement: N/A – Single Source

Background/Recommendations:

JEA owns approximately fifty (50) miles of high-pressure fluid filled pipe-type cable which is buried throughout the city and makes multiple river crossings. Line pressure of this pipe-type cable system is maintained by pressurization plants located at various substations and generation stations.

In 2011, JEA issued a request for bids for the replacement of two (2) pressurization plants. MAC Products, Inc. was awarded the contract with a bid that was forty-two percent (42%) lower than the competing Bidder. After implementation was successfully completed for the replacements, JEA standardized on the pressurization system equipment with MAC Products. The standard documentation is attached.

This has allowed for:

1. Consolidated training of substation personnel and increased the accuracy and safety of emergency response while improving system reliability.
2. Similar software and interfaces for all installed equipment.
3. Common equipment - pumps, valves and instruments. There is a 36-week lead time on material. It is more economical to keep spare parts single sourced.

The last pumping station project was completed in 2020 for the Mill Cove and Church Street substation at \$1.16M. On average, the scope of supply has seen a 5.5% increase annually on average since 2011. Considering switching costs, quality of service and price increases, pricing for this contract is deemed reasonable. It is also noted, this award includes a 10% Supplemental Work Allowance (SWA).

Should JEA elect to competitively bid this work in the future, consideration will need to be given to switching costs. Competitors such as USI and Tedesco provide turn-key engineering, manufacturing and installation services as well; however, equipment and software for each manufacturer are different.

Request approval to award a single sourced contract to MAC Products, Inc., for the Georgia Street HPFF Pumping Plant House in the amount of \$1,121,153.00, subject to the availability of lawfully appropriated funds.

Manager: Hamilton, Darrell, D. – Mgr. Transmission & Substation Projects

Director: Acs, Gabor. – Sr. Dir. Engineering & Projects

VP: Melendez, Pedro A. - VP Planning Engineering & Construction

APPROVALS:

Chairman, Awards Committee **Date**

Budget Representative **Date**



Proposal

Prepared for

JEA

Technical Description

**Proposal to Provide Pressurization
Plant at Georgia St. Substation**

REVISION 2

To

Mr. Sebastian Chmist
Jacksonville Electric Authority
21 Church St
Jacksonville, FL 32202

Date

January 9, 2023

Subject

Proposal to Provide Pressurization Plant for Georgia St.

Reference

MAC Products Inc. Quotation File No. HV2022-10
MAC Products Inc. documents as detailed hereinafter

Dear Mr. Chmist,

Pursuant to your request, MAC Products, Inc. (MAC) is pleased to provide our proposal for a new pumping plant at Georgia St. substation. The proposed materials, construction and processes required for this contract will meet the requirements of these stations unless otherwise noted.

Documentation Enclosed

Dwg. Number	Title
HV2022.10.01	General Arrangement – Pressurization Plant – Georgia St.
HV2022.10.02	Hydraulic Diagram – Pressurization Plant – Georgia St.
HV2022.10.10	Control Panel Exterior Layout – Georgia St.

1. Technical Description – Georgia St. Pumping Plant

For this proposal, MAC Products will design, fabricate and factory test a new upgraded replacement pressurization plant for the Georgia St. substation according to JEA specifications and the MAC drawings referenced above. MAC will provide a follow up proposal to include the removal of existing equipment, and the delivery, installation, and field testing of the new plant at the Georgia St. substation.

The plant will be an enclosed self-contained pumping plant with surrounding outdoor enclosure for placement on a new foundation to be designed and constructed by others. The plant will be functionally tested at our facility. The dimensions of the plant will be approximately 30' L x 12'-6" W x 12'-2" H and is shown in drawing HV2022.10.01. The primary systems associated with the plant are the pressurization system, the fluid storage tank system, and the building systems.

1.1 Pressurization System Design – Georgia St.

The pumping plant will contain four (4) free-standing pressurization ladders that will provide static pressurization for (6) six cable lines, replacing the capabilities of the existing two plants. A hydraulic schematic (P&ID) for the proposed pumping plant system is shown in drawing HV2022.10.02.

The construction of each pressurization ladder will include an IMO pressurization pump with standard/conventional motor to produce a nominal 5 to 7 gpm flow rate at normal operating conditions using DF500 fluid. Included in each pressurization ladder are a pump safety relief valve, a normal pump relief valve, a reduced pressure relief valve, a cable relief valve, and a check valve. The pump safety relief valve is piped directly back to the suction side of the pump, with no valves inline. This configuration will prevent the accidental deadheading of the pump from elevating the pressure above the safety relief set point, which would result in damaged equipment (typically a Cash valve diaphragm). The opening of the safety relief valve will coincide with a high-pressure alarm and thus should be addressed by an operator as soon as possible to minimize excessive heating of the dielectric fluid due to recirculation in the short loop around the pump.

The outlets of both ladders are directed through a basket strainer which will protect the pressurization ladders, pumps and instrumentation from the return flow of the cable system. The ladder outlets are hydraulically tied to the adjacent ladder with a motor operated automatic backup valve (2" Worcester ball-valve actuator). The automatic backup valve is normally in the closed position, allowing each ladder outlet/header to be pressurized by the corresponding ladder. When in automatic mode, if a low-pressure condition exists in one of the ladder outlets, indicating the associated pump is unable to provide sufficient pressure, the backup valve will open to tie adjacent ladder outlets together. This will allow the second pump to assist in pressurizing the line that the outlet pressurizes. A continual drop in pressure will cause the automatic backup valve to close, thus isolating both lines (and ladders) from each other.

A six-outlet pressurization manifold with two (2) split headers is provided. Each of the four (4) header sections is associated with and connected to a single ladder. The manifold allows full configurability with the six plant outlets and four ladders. Each of the six outlets includes a pressure gauge, transmitter, and insulated coupling per the hydraulic schematic.

1.2 Electrical Design, Controls and Leak Warning System

The 120/208V 3-phase normal and emergency station power feeds will terminate at two corresponding disconnect switches. Inside, the plant will include a 120/208V, ASCO 300 transfer switch with manual override for normal and emergency service power. A 120/208V, 3-phase panelboard will be included inside the plant. In addition, the control panel will be equipped with an outdoor disconnect switch to use station 125 VDC for backup power to controls and communication.

MAC

The free-standing pumping plant control panel will be located against the wall with front door mounted controls to maximize space in the control room area. The controls, HMI, and 52-point annunciator will be ergonomically arranged. A front panel layout of the cabinet is shown in drawings HV2022.10.10. A 20x20x6 enclosure will be mounted on the exterior side of the control panel and will include customer connections for hard-wired and communications based remote monitoring. Thermostatically controlled intake and exhaust filter fans regulate internal temperature. A LED cabinet light and GFCI receptacle are also provided.

Automation and control is performed using a GE RX3i PLC. A touch screen computer HMI provides the interface for all settings, alarms and trending using MAC Products custom designed graphical screens. Examples of these custom screens are shown below in Figures 1 through 6. Figure 1 shows a typical 'Main' screen which will display current values for cable line pressures, liquid level, tank nitrogen pressure, timers, and nitrogen cylinder pressure. The ladder and outlet gauges also show pump start and high/low alarm set points. Figure 2 shows a typical 'Set Points' screen which is used to display and edit various settings that control the operation of the pumping plant. Figure 3 shows a typical 'Trend' screen which displays various analog signal trends versus date and time. In addition to viewing the trend at a specific date and time, the screen also includes zoom capability. Figure 4 shows a typical hydraulic mimic screen which includes instrument readings. Figure 5 shows a history screen that will show a log of alarms or events such as pump starts. Figure 6 shows a screen displaying the online O&M Manual. An HMI utilities screen is included but not shown which allows operators to set passwords, set date & time, download historical data & trends to a USB drive, and perform an HMI software update.

Two (2) leak warning systems will be provided. A day/night pump counter shall initiate an alarm if the number of pump-starts within a user defined period is exceeded. The HMI will display the maximum amount of pump-starts for both periods to assist in creating the set points which are also performed locally on the HMI. A tank differential alarm will be initiated if the existing volume exceeds the volume 24 hours previously by a user defined set point. This comparison is performed every hour.

A dedicated customer connection enclosure shall include terminal blocks for hard-wired dry contact remote alarm monitoring. In addition, all pumping plant PLC parameters (pump modes, alarms, valve status, instrumentation, etc.) will be available over a DNP3 TCPIP communication link via copper or fiber media through a dedicated/managed Ethernet switch.

All MAC designs include numerous levels of redundancy for added safety and reliability. Dual redundant 24VDC power supplies are provided allowing instrumentation, PLC, annunciator, data-logging, and remote monitoring to continue during a loss of power event. In addition, one of the power supplies is fed from station 125 VDC. PLC independent electromechanical circuits can automatically start/stop pumps if the PLC or instrumentation fails. The manual (HAND) position of each selector switch is hardwired to its respective device.

MAC

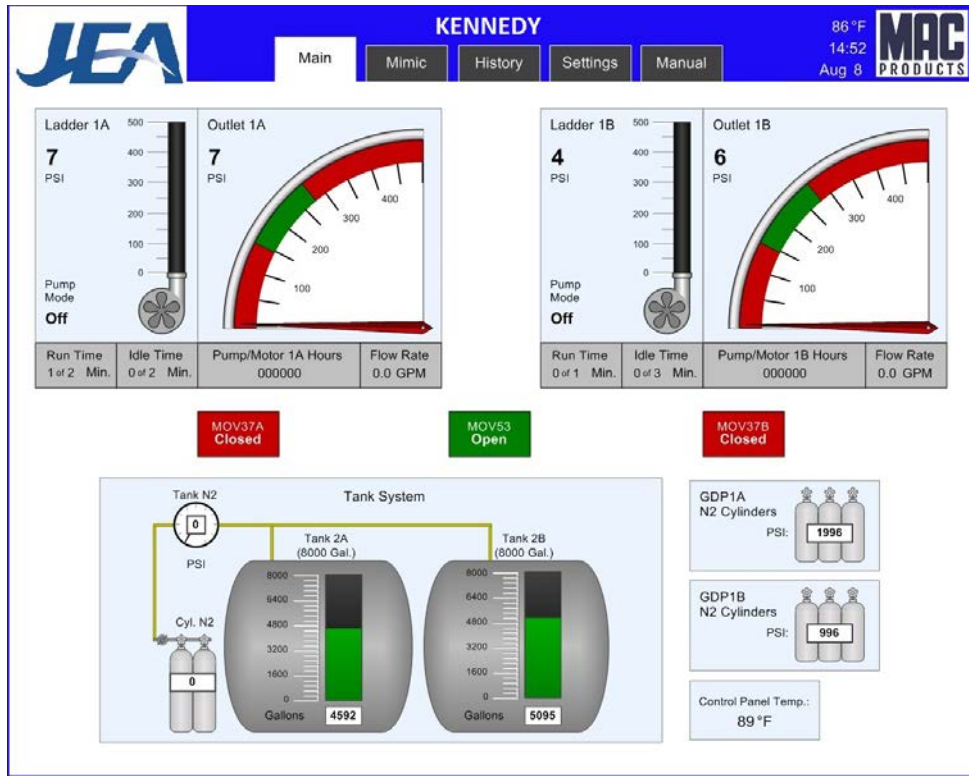


Figure 1 – Sample Main Screen

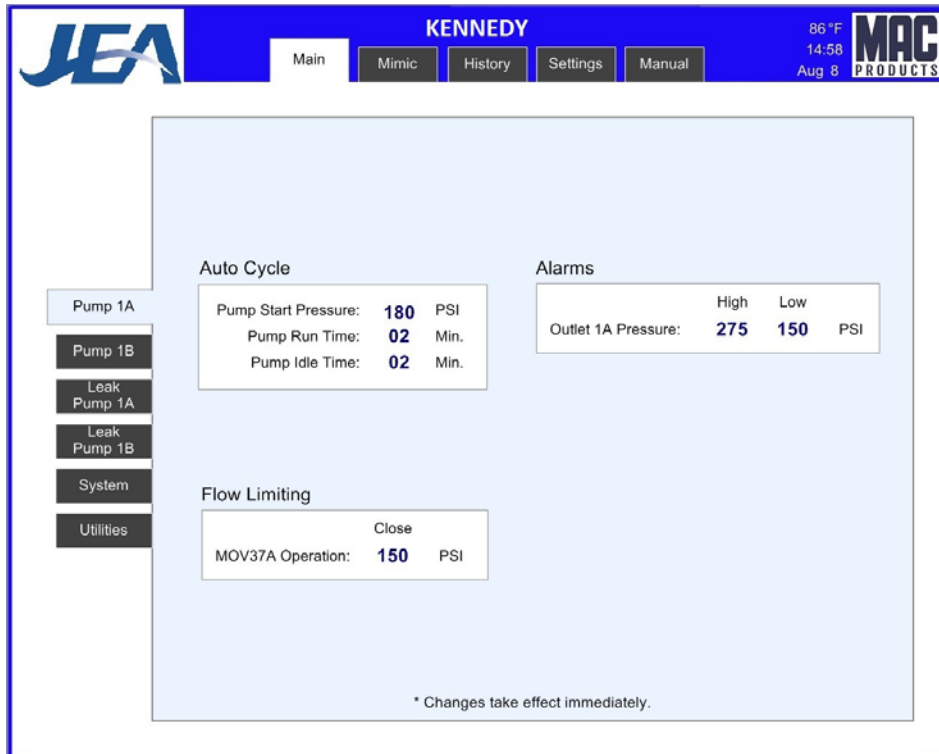


Figure 2 – Sample Set Points Screen

MAC

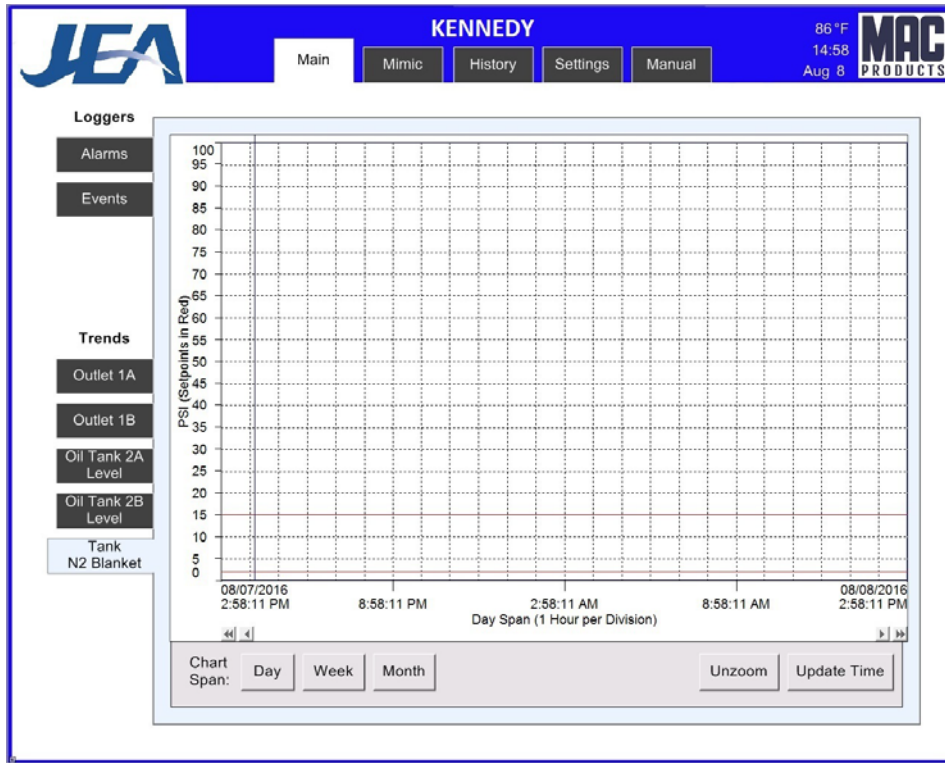


Figure 3 – Sample Trend Screen

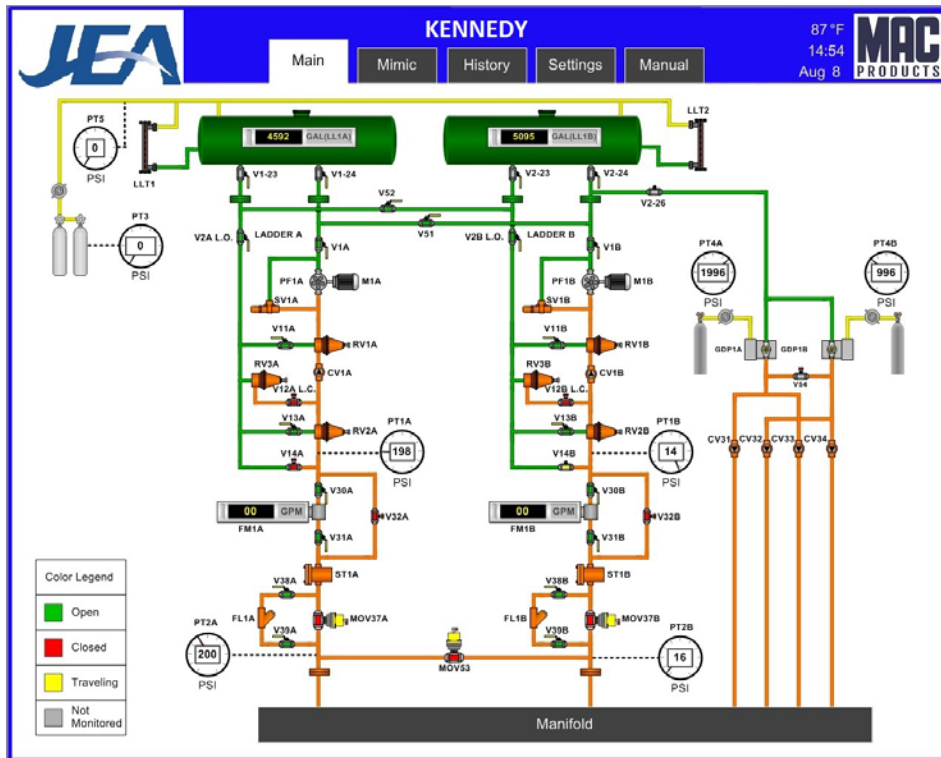


Figure 4 – Sample Mimic Screen

Message	Time
Crossover Valve MOV53 Operation	8/8/2016 2:53:59 PM
Touchscreen Trouble	8/8/2016 2:52:04 PM
GDP1A Operation	8/8/2016 2:49:10 PM
GDP1B Operation	8/8/2016 2:48:00 PM
Low Pressure Pump A	8/8/2016 2:48:50 PM
Low Pressure Pump B	8/8/2016 2:48:50 PM
Frequent/Continuous Operation Pump A	8/8/2016 2:47:37 PM
Frequent/Continuous Operation Pump A	8/8/2016 2:44:18 PM
Frequent/Continuous Operation Pump A	8/8/2016 2:42:14 PM
Frequent/Continuous Operation Pump A	8/8/2016 2:41:11 PM
Touchscreen Trouble	8/8/2016 2:40:03 PM
Frequent/Continuous Operation Pump A	8/8/2016 2:34:28 PM
PLC Trouble	8/8/2016 2:26:09 PM
Low Pressure Pump A	8/8/2016 2:23:10 PM
Frequent/Continuous Operation Pump A	8/8/2016 2:23:10 PM
Low Pressure Pump B	8/8/2016 2:23:10 PM
Frequent/Continuous Operation Pump A	8/8/2016 2:11:21 PM
Low Pressure Pump A	8/8/2016 2:11:19 PM
Low Pressure Pump B	8/8/2016 2:11:19 PM
MOV37B Operation FLOW Limiting	8/8/2016 2:11:19 PM
Leak Warning Pump A	8/8/2016 2:09:44 PM
Frequent/Continuous Operation Pump A	8/8/2016 2:08:20 PM
Leak Warning Pump A	8/8/2016 2:07:03 PM
Frequent/Continuous Operation Pump B	8/8/2016 2:06:16 PM
Non-PLC Pump Start Pump B	8/8/2016 2:05:45 PM
Touchscreen Trouble	8/8/2016 2:00:27 PM
PLC Trouble	8/8/2016 1:56:31 PM
Frequent/Continuous Operation Pump A	8/8/2016 1:51:17 PM
Non-PLC Pump Start Pump A	8/8/2016 1:40:01 PM
Low Pressure Pump A	8/8/2016 1:37:40 PM
Frequent/Continuous Operation Pump A	8/8/2016 1:37:40 PM

Figure 5 – Alarm & Event Logger

INSTRUCTION MANUAL

TEST COPY

Built for
**Customer
Substation
Pumping Plant #X**

Customer Order No.: XXXXXX
MAC Order No.: XXXXXX

Bookmarks Jump to Page... Zoom... Previous Page Next Page

Figure 6 – O&M Manual

1.3 Storage Tank Systems – Georgia St.

The new plant will contain an ASME Section VIII, 4,000-gallon storage tank, rated to 60 psig and full vacuum, which is included inside the new plant. The storage tank will be 102” diameter and will have a single center partition to the 25% volume height. The tank will be protected from overpressure by a tank safety system which includes a rupture disk, ASME relief valve and rupture-indicating pressure gauge.

MAC will provide two Orion Jupiter liquid level gauges inside the plant. One gauge height will be to the full level of the tank, while the other will be to the top of the partition. The gauges will be provided with 4-20mA signals available for local display on the HMI located on the control panel. A visible indicator scale will be mounted alongside each gauge.

A nitrogen storage tank blanket system with manifold connections for two cylinders will be provided inside an outdoor aluminum cabinet. Nitrogen cylinders will be provided by the owner.

An option for above ground fluid containment for the plant and storage tank will be provided. The plant base skid bottom will have steel plates seam welded to the perimeter beams, so any fluid below the level of the top of the skid beams will be contained throughout the plant. In addition, moat walls will surround the storage tank to a height resulting in a containment ability of 110% of the internal storage tank volume.

1.4 Enclosure and Plant Systems – Georgia St.

The pumping plant enclosure will be assembled using prefabricated structural panels. The panels are constructed with a 4-inch polyurethane core foamed in place between two 26-gauge thick steel skins. The skins are coated with a thin layer of aluminum, zinc, and silicone. The finished product is commercially referred to as “Galvalume”. This layered concept provides a stronger and superior corrosion resistance over an aluminum skin or traditional galvanized steel. A tapered roof cap membrane will be installed over the enclosure roof. The enclosure structure and roof cap will be designed and constructed to meet the local building codes, including the ASCE 7-16 wind requirement for Risk Category IV equipment (143 mph at site). All requirements of the 2020 Florida Building Code with local amendments and supplements will be met. The personnel door will be hurricane-rated. Signed and sealed drawings and calculations by a Florida licensed P.E. will be submitted to JEA.

MAC will provide a thermostatically controlled HVAC unit for pumping plant heating and cooling. The ventilation system will shut down when a fire is detected. There will be one handheld fire extinguisher located inside the pumping plant enclosure.

Fire protection will consist of a NOVEC 1230 fire suppression system that will include smoke detectors, heat sensors, pull stations, and alarms and relay outputs. It will be factory installed in accordance with local Jacksonville requirements. The system will be subject to a factory test at MAC Products, followed by a field certification at the site.

1.5 Fabrication & Factory Testing – Georgia St.

The design and fabrication of the plant will follow all applicable codes and standards. MAC Products will ensure that all factory assembled piping will be pressure, vacuum and circulation flush tested prior to installation in the field. MAC Products will provide a customer witness test of the plant at our Kearny, NJ facility prior to shipping the plant to the installation site.

1.6 Field Installation & Field Testing – Georgia St.

MAC will transport and offload the new pumping plant to a foundation designed and constructed by others. Power and alarm conduits to the new plant by others. All circuits will be isolated from the existing plants and pressurized from remote plants.

MAC will excavate a pipe trench and install new, 2” coated pipe, from the plant to the trifurcators. There is an existing pipe connection between two of the trifurcators, this will be removed and abandoned in place (below grade). Old piping outside of the gravel area will be removed and disposed of. New piping will be pressure tested and the coating will be tested for holidays.

MAC will transfer fluid from the old plants into the new plant. An option for new fluid is provided for JEA’s consideration.

The new plant will be field tested for operation and then put in service.

The existing plant in an aluminum enclosure will be removed from its foundation and disposed of by MAC. The existing plant in the brick building will be removed and disposed of by MAC. For this plant the removal is limited to the pressurization module (black box), storage tank, and piping. It does not include demolition of the building, electrical systems, HVAC, lighting or other items that are not directly related to the pressurization unit.

Warranty

A standard one (1) year warranty is included for all items provided with the pumping plant installations. All warranty periods will begin upon the field acceptance of the plant.

Preliminary Schedule

- 6 weeks ARO – Engineering drawings submitted
- 24 weeks after drawing approval – Fabrication complete, Factory Testing Milestone
- 26 weeks ARO – Installation begins
- 33 weeks ARO – Field testing and commissioning
- 34 weeks ARO – Removal of old equipment

MAC

Pricing

Pumping Plant _____ **\$989,870.00**

Option 1, Integrated Containment (additional) _____ **\$29,360.00**

Pricing Breakdown

Engineering	\$62,270.00
Tank	\$121,950.00
Equipment & Controls	\$491,360.00
Integrated Containment	\$29,360.00
Installation	\$314,290.00
10% Contingency	\$101,923.00

Options

1. Option 1 – Above ground fluid containment for pumping plant and 110% of the internal volume of storage tank per description in Section 1.3. This eliminates the need for a below ground containment pit. The base of the plant will have plates seam welded to the bottom and steel walls around the tank area.

Company

For more than 50 years MAC Products has designed and built a wide variety of high-quality products for the electric utility, construction, electrified transit and OEM industries. With a unique blend of modern manufacturing facilities, highly experienced and skilled engineers, technicians, and craftsmen, MAC produces high quality products that meet the needs of demanding industries. MAC employs approximately 150 people, operates with approximately 120,000 sq. ft. under roof, and is located on a four acre site in South Kearny, New Jersey.

During the past 25 years MAC has manufactured or rebuilt over 150 pumping plants and heat exchanger units. All manufacturing and assembly is done completely at the MAC facility. In addition to our manufacturing capabilities, MAC has highly experienced field crews for installation, rebuilding and maintenance of pumping plants and cooling plants.

ISO Certification

MAC Products, Inc. has been an ISO certified company ISO standard ISO9001:2015. Our ISO certification covers all facets of the company (i.e. engineering, manufacturing, purchasing, and sales). A copy of our ISO certificate is included with this proposal.

ADDITIONAL COMMENTS AND TERMS:

1. Terms of payments for this proposal shall be net thirty (30) days from date of invoice.
2. Invoicing will be done per the following schedule:
 - 20% after engineering drawing approval
 - 50% after factory acceptance testing
 - 15% after delivery of equipment to the site
 - 15% after field testing, commissioning, and removal of retired equipment
3. All prices in this proposal are firm for a period of ninety (90) days from the date of this letter.
4. All of the drawings provided along with this quotation are to be considered proprietary and preliminary only. The specific design of all items will be completed after receipt of your purchase order.
5. The manufacture of all final assemblies supplied per this proposal will be at our facility in Kearny, NJ.
6. The rating and performance of the component parts of the supplied upgrades will be warranted by MAC Products for 18 months after factory testing.

Sincerely yours,

David J. Zuercher
Sales Engineer, MAC Products, Inc.
973-715-1575



**SUBSTATION STANDARDS
COMMITTEE**

5/13/2014

Attachment 3

 **Standardization Request / Approval Form**

To: Standardization Committee

From: Brian Quarterman

Date: 3/14/2014

In accordance with the JEA Purchasing Code and the Operational Procedure, I hereby request the following item(s)/parts/goods/service or specifications be approved as a standard: (List applicable name, Component tag #, manufacturer, model #, stock or non-stock item, etc.)

DESCRIPTION : MAC Products, Inc. Pipe-Type Cable Dielectric Fluid Pressurization Plants

Justification for Standardization:

Please check all that apply:

- The item requested must be obtained from the Original Equipment Manufacturer due to the criticality of the item or compatibility with existing equipment currently in operation or use within the JEA system.
- The item requested is only available from one source.
- This item is the most cost effective means to safely maintain the highest level of system availability & reliability
- The item purchase lead time/delivery is critical for continuous system operation .
- The item is used in large numbers throughout the JEA system.
- The item requested will provide documented long reliable service life at a lower life cycle cost.
- The item requested has better availability and delivery time, which is necessary for the particular application.
- Other (Please explain) See Attachment

Attach calculations/justification or other documentation for all items checked. The above guidelines are to provide a general rational for the Standardization process but in no way shall they be interpreted as limiting either its provisions or applications. Each individual committee holds the ultimate authority in determining justification for each item standardization.

Standardization Committee Approval: Marc Rasor – Committee unanimous in support

Date 05/13/2014

Attachment 3

JUSTIFICATION FOR STANDARDIZATION

JEA owns approximately 50 miles of high pressure fluid filled pipe-type cable which is buried throughout the city and makes multiple river crossings. Line pressure of this pipe-type cable system is maintained by pressurization plants located at various substations and generation stations. These pressurization plants are automated, regulating line pressure fluctuation effected by temperature and load changes via a complex system of valves and sensors with little to no interaction from substation technicians under normal operating conditions. This presents a problem when an equipment failure occurs. The infrequent requirement of human interaction leads to unfamiliarity with the manual operation of the system. This problem is worsened by the presence of multiple uniquely designed pressurization plants throughout our system, each with their own methodology of manual operation. Standardization on a singular design of pressurization plant will allow for consolidated training of substation personnel and increase the accuracy and safety of emergency response while improving system reliability.

In 2011, JEA issued a request for bids for the replacement of two pressurization plants. MAC Products, Inc. was awarded the contract with a bid 42% lower than the competing bidder. The two pressurization plants were installed in 2012 without incident. Minor leaks developed shortly after installation and were addressed immediately by the manufacturer at no cost to JEA. Since that time, the pressurization plants have operated as designed without incident.

Proposal: Standardize MAC Products, Inc. Pipe-Type Cable Dielectric Fluid Pressurization Plants

Contract Terms & Conditions
for
Specialized Services & Engineered Equipment

6.4. SECTION TITLE: DEFINITIONS [JEA-511]

6.4.1. Definitions [JEA-C457]

Words and terms defined in this section shall have the same meaning throughout all parts of the Contract Documents. Where intended to convey the meaning consistent with that set forth in its definition, a defined word or term is marked by initial capitalization. The "Technical Specifications" part may define additional words and terms where necessary to clarify the Work. Unless otherwise stated in the Contract Documents, definitions set forth in the "Technical Specifications" shall apply only within the "Technical Specifications."

6.4.2. Definition: Acceptance [JEA-C221]

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

6.4.3. Definition: Addendum/Addenda [JEA-C222]

A change or changes to the Solicitation issued in writing by the JEA Procurement Department and incorporated into the Solicitation and Contract Documents.

6.4.4. Definition: Award [JEA-C225]

The issuance of a Purchase Order by the JEA Procurement Department to the Company notifying the Company that it has been authorized by JEA to perform the Work.

6.4.5. Definition: Bid Document [JEA-C226]

The section of the Solicitation titled Bid Document, completed in its entirety and in accordance with the Solicitation, and submitted to JEA as the Company's offer which includes Bid forms, certifications and other required submittals.

6.4.6. Definition: Bid or Proposal [JEA-C228]

The document describing the Bidder's offer submitted in response to this Solicitation. Bid and Proposal shall be considered synonymous for the purpose of this Contract.

6.4.7. Definition: Bid Price [JEA-C229]

The total dollar amount of the Bidder's offer including, but not limited to, all labor, materials, overheads, profits, other expense, and any and all other cost items incurred by the Bidder in successfully performing the Work in accordance with the Contract Documents.

6.4.8. Definition: Bid Section [JEA-C227]

The office located at 21 West Church Street, Jacksonville, FL, on the first floor of the JEA Tower building, and where Bids are administered and received.

6.4.9. Definition: Bidder or Proposer [JEA-C230]

The respondent to this Solicitation. Bidder and Proposer shall be considered synonymous for the purpose of this Solicitation.

6.4.10. Definition: Change Order [JEA-C231]

A written order issued by the JEA Procurement Department after execution of the Contract to the Company signed by the Contract Administrator or his designated representative and authorizing an addition, deletion, or revision of the Work, or an adjustment in the Contract Price or the Contract Time. Change Orders do not authorize expenditures greater than the monies encumbered by JEA, which is shown on the associated Purchase Order(s). An executed Change Order resolves all issues related to price and time for the work included in the Change Order.

6.4.11. Definition: Company [JEA-C232]

The legal person, firm, corporation or any other entity or business relationship with whom JEA has executed the Contract. Where the word "Company" is used it shall also include permitted assigns. Contractor and Company shall be considered synonymous for the purpose of the Contract.

6.4.12. Definition: Company Representative [JEA-C233]

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

6.4.13. Definition: Company Supervisor [JEA-C234]

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

6.4.14. Definition: Contract [JEA-C235] ***

The agreement between the Company and JEA as evidenced by this Contract including Exhibits

6.4.15. Definition: Contract Administrator [JEA-C236]

The individual assigned by JEA to have authority over the Contract, including the authority to negotiate all elements of the Contract with the Company, authorize Change Orders within the maximum amount awarded, terminate the Contract, seek remedies for nonperformance including termination, and otherwise act on behalf of JEA in all matters regarding the Contract. The Contract Administrator may authorize JEA Representative in writing to make minor changes to Field Work with the intent of preventing Work disruption.

6.4.16. Definition: Contract Documents [JEA-C237]

Contract Documents means the Contract and any written Change Orders, amendments or Purchase Orders executed by JEA.

6.4.17. Definition: Contract Price [JEA-C238]

The total amount payable to the Company under the Contract, as set forth in Exhibit A.

6.4.18. Definition: Contract Time

[JEA-C239]

The number of calendar days or the period of time from when the written Notice to Proceed is issued to the Company, to the date Company has agreed to complete the Work, as set forth in the Contract Documents.

6.4.19. Definition: Defect [JEA-C242]

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

6.4.20. Definition: Final Completion [JEA-C246]

The point in time after JEA has Accepted the Work, in accordance with Section 6.5, Acceptance,, and the Company has fulfilled all requirements of the Contract Documents.

6.4.21. Definition: Holidays [JEA-C247]

The following days: New Year's Day, Martin Luther King's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day

6.4.22. Definition: Invoice [JEA-C249]

A document seeking payment to Company from JEA for all or a portion of the Work, in accordance with the Contract Documents, and including at a minimum the following items: the Company name and address, a description of the product(s) or service(s) rendered, a valid JEA PO number, the amount payable, the payee name and address, any associated JSEB forms and any other supporting documentation required by the Contract Documents.

6.4.23. Definition: JEA [JEA-C250]

JEA on its own behalf, and when the Work involves St. Johns River Power Park (SJRPP), as agent for Florida Power & Light Company (FPL). JEA and FPL are co-owners of SJRPP.

6.4.24. Definition: JEA Representatives [JEA-C253]

The Contract Administrator, Contract Inspector, Contract Administrator's Representative, JEA Engineer, Field Engineer, Project Manager, and other persons designated by the Contract Administrator as JEA Representatives acting in a capacity related to the Work or Contract under the authority of the Contract Administrator.

6.4.25. Definition: Milestone [JEA-C254]

A point in time representing a key or important intermediate event in the Work. A Milestone is to be capable of validation by meeting all of the items prescribed in a defining checklist as agreed to in writing by JEA.

6.4.26. Definition: Overtime [JEA-C256]

Work approved in writing by the Contract Administrator that is required to be performed beyond an employee's scheduled workday or work week, including Work performed on Holidays.

6.4.26. Definition: Payment and Performance Bond [JEA-C257]

The common-law Performance Bond and the statutory Payment Bond contemplated by Section 255.05, Florida Statutes in the form required by JEA.

6.4.27. Definition: Performance - Acceptable Performance/Performer [JEA-C258]

The Company averages more than 2.80 and less than 4.0 across all performance scorecard evaluation metrics, and does not receive a score of less than 2.0 on any metric.

6.4.28. Definition: Performance - Top Performance/Performer [JEA-C259]

The Company averages 4.0 or more across all scorecard evaluation metrics and does not receive a score of less than 4.0 on any one metric. Continuous performance for six months or more at Top Performance, or intermittent performance on at least three Contracts performed over at least a six-month period at Top Performer levels, qualifies the Company for designation as a JEA Blue Ribbon Vendor. JEA Blue Ribbon Vendors receive special promotional recognition from JEA.

6.4.29. Definition: Performance - Unacceptable Performance/Performer [JEA-C260]

The Company averages less than 2.80 across all scorecard evaluation metrics, or scores a 1.0 on any one metric regardless of average, or receives a score of 2.0 on the same metric on two sequential performance evaluations.

6.4.30. Definition: Pre-Work Meeting [JEA-C261]

A meeting conducted after Award and prior to the start of any Field Work between JEA and the Company. The purpose of the meeting may include, but is not limited to orientation, schedule, certification and permitting, and other preparatory or Work execution details.

6.4.31. Definition: Purchase Order (PO) [JEA-C263]

A Work authorization document issued by the JEA Procurement Department with the words "Purchase Order" clearly marked across the top, a PO number used for reference shown on the front, a description of the Work or a listing of the applicable Contract Documents, an authorized JEA signature and stating the amount of lawfully authorized funds. Purchase Orders are the only documents that authorize changes to the total amount authorized on the Contract.

6.4.32. Definition: Quality Assurance [JEA-C265]

Actions that JEA takes to assess the Company's performance under the Contract.

6.4.33. Definition: Quality Control [JEA-C266]

Actions that the Company takes to ensure it successfully completes the Work in full accordance with the Contract Documents.

6.4.34. Definition: Solicitation [JEA-C270]

The document (which may be electronic) issued by the JEA Procurement Department to solicit Bids or Proposals from Bidders that includes, but is not limited to, the Bid Document, samples of documents and Addenda.

6.4.35. Definition: Subcontractor [JEA-C271]

A provider of services performing Work under contract for the Company.

6.4.36. Definition: Substantial Completion [JEA-C272]

The time when JEA determines that the Work (or a specified part thereof) is sufficiently complete to be utilized for the purposes for which it is intended or ready for JEA or other contractors to perform subsequent portions of the Work. Recognition of the Work as Substantially Complete, as evidenced by issuance of a Certificate of Substantial Completion, does not represent JEA's Acceptance of the Work.

6.4.37. Definition: Summary Schedule [JEA-C273]

A diagram displaying the Milestones for the Work graphically positioned on a timeline, showing at a minimum the calendar dates on which each Milestone is scheduled to be completed for Acceptance.

6.4.38. Definition: Term [JEA-C274]

The period of time during which the Contract is in force, from formal notice of Award to Final Completion, or termination. In some cases, and as expressly stated, some of the Contract requirements may extend beyond the Term of the Contract.

6.4.39. Definition: Unit Prices [JEA-C275]

The Bidder's charges, rounded to the nearest cent, to JEA for the performance of each respective unit of Work as defined on the Bid Documents for all items required for successfully performing the Work through Acceptance.

6.4.40. Definition: Work [JEA-C276]

Work includes all Services (defined as inspection, testing, technical direction, installation and/or repair services, all as further defined in the Contract Documents), Parts (defined as materials, tools, and equipment, all as specifically listed in the Contract Documents), and responsibilities to be furnished or performed by the Company under the Contract, together with all other additional necessities that are not specifically recited in the Contract, but can be reasonably inferred as necessary to complete all obligations and fully satisfy the intent of the Contract.

6.4.41. Definition: Work Location [JEA-C277]

The place or places where the Work is performed, excluding the properties of the Company and/or the Subcontractor(s).

6.5. SECTION TITLE: ACCEPTANCE [JEA-512]

6.5.1. Acceptance of Services - After Receipt, Inspection, Usage and Testing [JEA-C279] ***

The Contract Administrator will make the determination when Work is completed and there is Acceptance by JEA. Acceptance will be made by JEA only in writing, and after adequate time to ensure Work is performed in accordance with Contract Documents. JEA will reject any items delivered by Company that are not in accordance with the Contract, and shall not be deemed to have accepted any items until JEA has had reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the items has become apparent. JEA may partially accept the Work items. If JEA elects to accept nonconforming items, it may in addition to other remedies, be entitled to deduct a reasonable amount from the price as compensation for the nonconformity. Any Acceptance by JEA, even if nonconditional, shall not be deemed a waiver, or settlement or acceptance of any Defect.

Specifically, the following shall be required prior to Acceptance:

Q--AcceptanceList--Q

6.5.2. Acceptance of Parts Delivery

The Contract Administrator will make the determination when the Work is completed and there is Acceptance by JEA. Acceptance will be made by JEA only in writing to ensure Work is performed in accordance with Contract Documents. If written notice is not received from JEA within 48 hours after delivery, the parts will be deemed Accepted. JEA will reject any items delivered by Company that are not in accordance with the Contract, JEA may partially accept the Work items. If JEA elects to accept nonconforming items, it may in addition to other remedies, be entitled to deduct a reasonable amount from the price as compensation for the nonconformity. Any Acceptance by JEA, even if nonconditional, shall not be deemed a waiver, or settlement or acceptance of any Defect.

6.6. SECTION TITLE: PRICE & PAYMENTS [JEA-513]

6.6.1. Certificate of Contract Completion and Final Payment [JEA-C281]

The Company shall complete and submit to JEA the Certificate of Contract Completion as notice that the Work, including the correction of all deficiencies, is complete. By submitting the certificate, the Company certifies the following:

that the Work has been satisfactorily completed;
that no liens have attached against the property and improvements of JEA;
that no notice of intention to claim liens are outstanding;
that no suits are pending by reason of the Work;
that all workers' compensation claims known to the Company have been reported to JEA;
that the surety provides a release; and
that no public liability claims are pending.

The Company shall submit its final Invoice and the "Consent of Surety for Release of Retainage", if applicable, with the

completed Certificate of Contract Completion. JEA shall make final payment on the Contract in accordance with the provisions of the Contract.

6.6.2. Invoicing and Payment Terms [JEA-C474]

The Company shall submit all Invoices or Applications for Payment using JEA's prescribed forms and format and in accordance with the payment method agreed upon in these Contract Documents. JEA will pay the Company the amount requested within 30 calendar days after receipt of an Invoice from the Company subject to the provisions stated below.

JEA may reject any Invoice or Application for Payment within 20 calendar days after receipt. JEA will return the Invoice or Application for Payment to the Company stating the reasons for rejection. Upon receipt of an acceptable revised Invoice or Application for Payment, JEA will pay the Company the revised amount within 10 days.

JEA may withhold payment if the Company is in violation of any conditions or terms of the Contract Documents.

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

6.6.3. Jacksonville Small and Emerging Business (JSEB) - Invoicing and Payment [JEA-C291]

Not Used.

6.6.4. Payment and Performance Bond [JEA-C284]

Within ten (10) days of signing the Contract, the Company shall furnish a Payment bond and Performance bond in the amount indicated on the Bid Form, made out to JEA in forms and formats approved and provided by JEA, as security for the faithful performance of the Work of Contract. JEA will send the approved bond forms to the Company for execution along with the Contract, however, in no case shall the date on the bond forms be prior to that of the executed Contract. The surety must be authorized and licensed to transact business in Florida. A fully executed Payment bond and Performance bond must be recorded with the Clerk of Duval County Court and delivered to JEA before Work commences. If the Company fails or refuses to furnish or record the required bonds, JEA will retain the Company's bid bond as liquidated damages.

6.6.5. Payment Method - Progress Payments

Upon Acceptance of the Work by the JEA Representative, the Company shall submit to JEA an Invoice for the amount/percentage corresponding to schedule below:

~~30~~15% upon engineering and drawing approval ~~mobilization~~
~~70~~40% upon factory acceptance and testing ~~disassembly~~
~~35~~% upon completion of Work
~~10~~% upon receipt of final reports

The above progress payment schedule may be modified by the JEA Project Representative as needed.

6.6.6. Taxes [JEA-C292]

JEA is authorized to self-accrue the Florida Sales and Use Tax (Direct Payment Certificate Number 0138) and is exempt from Manufacturer's Federal Excise Tax when purchasing tangible personal property for its direct consumption.

Work is exempt from Florida Sales and Use Tax due to performance for multifuel generation facilities, JEA will provide the Company affidavit of such and the Company shall not include the price in its Bid.

6.7. SECTION TITLE: PERFORMANCE [JEA-514]

6.7.1. Company Representatives [JEA-C298]

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

6.7.2. Completion of Work (PO) [JEA-C425]

The Company shall begin Work within 10 days per the date found on the agreed upon Purchase Order from JEA to begin Work, and shall complete the Work by the date set forth in the Contract Documents. The Company further understands and agrees that time is of essence with respect to the Final Completion date and should the Company fail to complete the Work on or before the date established for Final Completion due solely to the Company's fault, the Company shall be solely responsible for additional costs as defined in the Contract.

6.7.3. Emergency Events [JEA-C306]

In the event that a system-wide emergency arises during the Term of this Contract for which JEA requires assistance from the Company including, but not limited to, severe storms, large-scale fires, floods, and terrorist attacks, the Company acknowledges the importance of JEA infrastructure and agrees to support restoration efforts of JEA. The Contract Administrator shall notify the Company when an emergency event occurs. In the event conditions are such that an emergency event is likely in progress, but the Company has not been notified by the Contract Administrator, the Company shall make all efforts to contact a JEA Representative to determine if and how it should respond. JEA agrees to reimburse the Company per the Company's current published rates, as a result of supporting JEA during the emergency event.

6.7.4. Licenses [JEA-C314]

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

6.7.5. Limitation of Accuracy of Informational Materials [JEA-568]

For all drawings, test results, inspections, and other informational materials included as part of the Contract Documents, the Company understands and agrees that any existing facilities shown, including underground, overhead, and surface structures, and other delineations, and any other informational items provided as part of the Contract Documents are for reference only and are not to be used by the Company as the only indication of Work conditions.

6.7.6. Pre-Work Meeting and Progress Meetings [JEA-C320]

Before starting the Field Work, a meeting may be held to review procedures for the Work, review the Work schedule, establish procedures for invoicing, approving Invoices and making payments, and establish a working relationship between JEA and the Company.

The Contract Administrator may, at his or her discretion, request Pre-Work Meetings to be held prior to start of any Field Work. Such meeting(s) shall be attended by, but not limited to, the Company Representative and Company Supervisor. The Contract Administrator will notify the Company in writing of the meeting time and location at least one week prior to the meeting date. In addition, construction progress meetings will be held at a frequency as determined by JEA, but shall not be more often than once per week. Such meeting(s) shall be attended by, but not limited to, the Company's project manager.

6.7.7. Reporting [JEA-C325]

The Company shall provide the reports as defined in the Contract Documents.

Where the reporting frequency is daily, reports shall be submitted by noon of the following workday. Where the reporting frequency is weekly, reports are due by Monday at noon, covering the prior workweek. Where Monday is a Holiday, the reports are due at noon on the next workday. Where reports are due monthly, reports are due by noon on the first business day of each month. Sample forms for reports may be included in the Contract Documents. Where they are included they are to be used. Where they are not included, the Company shall provide a sample of its proposed report format for each report to the Contract Administrator at least one-week prior to its initial due date. The Contract Administrator will review and either approve or reject use of the report. Where proposed report is rejected, Company shall resubmit revised report formats, until Contract Administrator approves format. Reporting cycle shall begin upon PO date, or, if used, date of Notice to Proceed.

Where the Contract calls for reports to be submitted by Company, such reports shall be in both paper and electronic format, with the electronic version submitted electronically via email to the Contract Administrator.

6.7.8. Safety and Protection Precautions [JEA-C329]

The Company shall comply with all applicable federal, state and local laws, ordinances, all JEA procedures and policies, all as in effect on the Effect date of the Contract, including, but not limited to, JEA's Contractor Safety Management Process (available at JEA.com), and orders of any public body having jurisdiction for the safety of persons or protection of property. The Company understands and agrees that violation of any provision of this clause is grounds for immediate

termination of the Contract and the Company is responsible for all JEA damages associated with such termination.

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

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

The Company Representative, or alternatively, the Company Supervisor, shall be designated as the Company's individual responsible for the prevention of accidents.

The Company shall notify the police and fire departments as to its Work Location in order to ensure prompt response in an emergency.

6.7.9. Schedules - Milestone [JEA-C331]

The Company shall submit a Summary Schedule to JEA prior to starting the Work indicating the starting and completion dates of the major activities of the Work. The Company shall update the Summary Schedule at least once per week and submit the updated Summary Schedule weekly to the Contract Administrator.

6.7.10. Storm Preparedness [JEA-C462]

In the event of a Hurricane Warning, Tropical Storm Warning, or other large storm affecting the Work Location, the Company shall secure, or shall remove and store Company's equipment and materials at the Work Location including, but not limited to, cones, barricades, lights and signs. The Company shall begin taking such precautions as necessary to secure the Work Location upon official issuance of mandatory evacuation of the area of the Work Location and no later than 24 hours prior to predicted arrival of tropical storm or hurricane force winds, or when notified by a JEA Representative to do so. These activities are not considered a regular part of the Work. Company will be given both schedule relief and compensation for performing these activities, regardless of the frequency they are required.

6.7.11. Unforeseen Conditions [JEA-569]

The Company understands and agrees that it is its responsibility to conduct due diligence prior to the Work. Such due diligence includes verifying all Work conditions, measurements and dimensions, the accuracy of drawings, test results, inspections and other informational materials provided in the Contract Documents, and any other causes for existing or potential changes to the Work prior to initiating the Work. In the event that the Work must be changed due to the Company's failure to fulfill the above requirements, the Company understands and agrees that it will be responsible for all costs associated with the changed condition.

In the event, however, that the Company exercises the requisite due diligence and a change to the Work becomes necessary resulting from conditions that are clearly unforeseen and that could not have been discovered, the costs for adjusting the Work in response to such unforeseen conditions shall be addressed as stated herein in "Change in the Work" JEA-164.

6.7.12. Vendor Performance Evaluation [JEA-C338]

Use of Vendor Performance Evaluation Scorecards

JEA may evaluate the Company's performance using the evaluation criteria shown on the vendor scorecard available at JEA Procurement Bid Section, JEA Tower Suite 103, 21 W. Church Street, Jacksonville, FL 32202 or online at JEA.com. Scores for all metrics shown on the evaluation range from a low of 1, meaning significantly deficient performance, to a high of 5, meaning exceptionally good performance. The Company's performance may be classified as Top Performance, Acceptable Performance, or Unacceptable Performance, as defined herein. The evaluator will be a designated JEA employee or JEA contractor familiar with the performance of the Company. The evaluator's supervisor and the Chief Purchasing Officer will review deficient performance letters and Unacceptable Performance scorecards, as described below, prior to issuance. When evaluating the Company's performance, JEA will consider the performance of the Company's Subcontractors and suppliers, as part of the Company's performance.

Frequency of Evaluations

JEA may conduct performance evaluations and prepare scorecards in accordance with the procedures described herein at

any time during performance of the Work or soon after the completion of the Work. JEA may conduct one or more evaluations determined solely at the discretion of JEA.

Unacceptable Performance

If at anytime, JEA determines, using the criteria described on the scorecard, that the performance of the Company is Unacceptable, the Contract Administrator and Chief Purchasing Officer or his designated alternate will notify the Company of such in a letter. The Company shall have 10 days to respond to the Contract Administrator. Such response shall include, and preferably be delivered in-person by an officer of the Company, the specific actions that the Company will take to bring the Company's performance up to at least Acceptable Performance.

Within 30 days from date of the first Unacceptable Performance letter, the Contract Administrator and Chief Purchasing Officer or his designated alternate will notify the Company by letter as to whether its performance, as determined solely by JEA, is meeting expectations, or is continuing to be Unacceptable. If the Company's performance is described in the letter as meeting expectations, no further remedial action is required by the Company, as long as Company's performance continues to be Acceptable.

If the Company's performance as described in the letter continues to be Unacceptable, or is inconsistently Acceptable, then the Company shall have 15 days from date of second letter to demonstrate solely through its performance of the Work, that it has achieved Acceptable Performance. At the end of the 15-day period, JEA will prepare a scorecard documenting the Company's performance from the start of Work, or date of most recent scorecard, whichever is latest, and giving due consideration to improvements the Company has made in its performance, or has failed to make. If the scorecard shows Company's performance is Acceptable, then no further remedial action is required by Company as long as Company's performance remains Acceptable. If the scorecard shows the Company's performance is Unacceptable, JEA will take such actions as it deems appropriate including, but not limited to, terminating the Contract for breach, suspending the Company from bidding on any JEA related solicitations, and other remedies available in the JEA Purchasing Code and in law. Such action does not relieve the Company of its obligations under the Contract, nor does it preclude an earlier termination.

In the event that the Contract Term or the remaining Term of the Contract does not allow for the completion of the deficient performance notification cycles described above for those in danger of receiving an Unacceptable Performance scorecard, JEA may choose to accelerate these cycles at its sole discretion.

If the Company receives five or more letters of deficiency within any 12 month period, then JEA will prepare a scorecard describing the deficiencies and the Company's performance will be scored as Unacceptable.

Acceptable Performance

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

Top Performance

Where the Company is able to demonstrate consistent Top Performance for a period of not less than six months, JEA shall recognize the Company, by inducting the Company as a JEA Blue Ribbon Supplier. JEA Blue Ribbon Suppliers are, to the extent reasonably possible and practical, provided preferential consideration when awarding emergency-related work that cannot be competitively publicly bid. JEA Blue Ribbon Suppliers, may also be subject to consideration for a reduction in lower retainage and bonding requirements after Award, as determined by the Chief Purchasing Officer at the time of Award.

Disputes

In the event that the Company wants to dispute the results of its scorecard performance evaluation, the Company must submit a letter to the Chief Purchasing Officer supplying supplemental information that it believes JEA failed to take into account when preparing the scorecard. Such letter, along with supplemental information, must be submitted no later than 10 days following the Company's receipt of the scorecard. If the Chief Purchasing Officer decides to change the scorecard, the Company will be notified and a revised scorecard will be prepared, with a copy issued to the Company. If the Chief Purchasing Officer decides that no change is warranted, the decision of the Chief Purchasing Officer is final. If the Company is to be suspended from consideration for future award of any contracts, the Company may appeal to the Procurement Appeals Board as per JEA Purchasing Code.

There can be no expectation of confidentiality of performance-related data in that all performance-related data is subject to disclosure pursuant to Florida Public Records Laws. All scorecards are the property of JEA.

6.7.13. Work Schedules [JEA-C353]

The Approved Schedule, as defined in the Contract Documents, is established on the basis of working five days per week,

single shift, eight hours per day or four days per week, single shift, 10 hours per day. JEA may require the Company to base its schedule on an accelerated Work schedule or multiple shifts. The Company shall not schedule work on Holidays without obtaining prior written approval from JEA.

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

The Company understands and agrees that the rate of progress set forth in the Approved Schedule already allows for ordinary delays incident to the Work. No extension of the Contract Time will be made for ordinary delays, inclement weather, or accidents, and the occurrence of such events will not relieve the Company from requirement of meeting the Approved Schedule. The Company will be given schedule relief when the delays are caused by JEA or any of JEA's agents or other contractors. If JEA requests schedule delays for their convenience, Company will be given schedule and price relief for these delays.

6.8. SECTION TITLE: JSEB CERTIFIED FIRMS [JEA-515]

6.8.1. Optional Use of Jacksonville Small Emerging Business (JSEB) Qualified Firms [JEA-C469]

Not used.

6.9. SECTION TITLE: JEA FURNISHED ITEMS [JEA-516]

6.9.1. Conditions of Provisioning [JEA-C356]

The Company understands and agrees that it shall be solely responsible for providing everything necessary to perform the Work and to be in full compliance with the Contract Documents, except for those items specifically listed herein as being provided by JEA.

Any use of JEA furnished items on non-JEA work is a breach of the Contract and a violation of the law. All JEA furnished items are the property of JEA when issued, stored by Company, and used in performance of the Work. The Company agrees that it shall use all JEA furnished items in a manner consistent with industry practice, codes, laws, considering the condition of the JEA furnished item, the skills of the individuals using the JEA furnished item, and all environmental conditions. The Company understands and agrees that where JEA and the Company shall share JEA furnished items, JEA usage shall always have priority over Company usage, and the Contract Administrator shall have sole authority to resolve any usage dispute and such resolution shall not result in any claim by Company.

The Company agrees to return to JEA, and to the location as established by a JEA Representative, any unused or salvageable items prior to final payment. The Company agrees that JEA has the right to audit and investigate the Company at any time how the Company is using JEA furnished items. JEA will bill the Company for unaccountable JEA furnished material at the current JEA cost.

6.9.2. Access to Work Locations [JEA-357]

JEA will provide, as indicated in the Contract Documents, and no later than the date when needed by the Company, access to the Work Location, including rights-of-way or access thereto, and such other lands that are designated for the Company's use. JEA will secure easements for permanent structures or permanent changes in existing facilities, unless otherwise specified in the Contract Documents.

6.9.3. Compressed Air [JEA-359]

JEA will furnish, as indicated in the Contract Documents, compressed air via existing plant air connections.

6.9.4. Electricity [JEA-363]

JEA will furnish, as indicated in the Contract Documents, electricity via existing Work Location 120V 60Hz outlets, and if available at Work Location, 240V 60Hz outlets and 480 V, 3 phase, 40 Amp on an as needed basis.

6.9.5. Parking [JEA-378] ***

Parking for Company vehicles and Company personnel vehicles is limited to the Contractor's Parking Lot.

6.9.6. Temporary Storage - Inside [JEA-390]

JEA will furnish, as indicated in the Contract Documents, a temporary inside storage area where the Company may store

materials or tools.

6.9.7. Potable Water [JEA-380]

JEA will furnish, as indicated in the Contract Documents, potable water via existing Work Location water fountains, fill stations and designated sinks.

6.10. SECTION TITLE: FREIGHT, SHIPPING & STORAGE [JEA-517]

6.10.1. Shipping - FOB Destination [JEA-C149]

Items are purchased F.O.B. destination. The Company shall ensure the following:

- (a) Pack and mark the shipment to comply with the Contract specifications; or in the absence of specifications in the Contract Documents, prepare the shipment in conformance with carrier requirements;
- (b) Prepare and distribute commercial bills of lading;
- (c) Deliver the shipment in good order and condition to the point of delivery specified in the Contract;
- (d) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by JEA Representative at the delivery point specified in the Contract;
- (e) Be responsible for obtaining any permits required for transportation to the installation site.
- (f) Furnish a delivery schedule and designate the mode of delivering carrier; and
- (g) Pay and bear all charges to the specified point of delivery.

6.10.2. Title and Risk of Loss [JEA-C154]

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

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

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

6.11. SECTION TITLE: INSURANCE & INDEMNITIES [JEA-518]

6.11.1. Mutual Indemnification & Limitation of Liability

Company shall hold harmless, indemnify, and defend JEA against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, reasonable attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to third party property, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Company and any person or entity used by Company in the performance of this Contract or Work performed thereunder.

JEA shall likewise indemnify, hold harmless, and defend the Company against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, reasonable attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to third party property, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the JEA and any person or entity used by JEA while engaged in activities related to this Contract.

In the event such damage or injury is caused by the joint or concurrent negligence of JEA and/or the Company, the loss or expense shall be borne by each party in proportion to its degree of negligence in accordance with Section 768.28 Fla. Stat., the Uniform Contribution Among Tortfeasors Act and subject to the Limitations of Liabilities defined below.

In case of third party claims, either party will provide the other reasonable notice of any third party claims.

In no event, whether as a result of breach of contract, indemnity, warranty, tort, strict liability or otherwise, shall Company's liability to JEA for any loss or damage arising out of, or resulting from this Contract, or from its performance or breach, or from the products or services furnished hereunder, exceed the Contract Price, and except as to title, any such liability shall terminate upon three years from the expiration of the applicable warranty period.

In no event, whether as a result of breach of contract, indemnity, warranty, tort, strict liability or otherwise, shall Company be liable for any special, consequential, incidental or penal damages including, but not limited to, loss of profit or revenues, loss of use of the products or any associated equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, downtime costs, or claims of JEA or FPL's customers for such damages.

Indemnification and Sovereign Immunity: Notwithstanding any other term or condition of this Agreement, JEA's indemnification obligation shall be for tort claims only, subject to the provisions and limitations of Section 768.28, Florida Statutes.

6.11.3. Insurance Requirements [JEA-C159] ***

Before starting and until Acceptance of the Work by JEA, and without further limiting its liability under the Contract, Company shall procure and maintain at its sole expense, insurance of the types and in the minimum amounts stated below:

<u>Schedule</u>	<u>Amount</u>
<u>Workers' Compensation</u> Florida Statutory coverage and Employer's Liability (including appropriate Federal Acts)	Statutory Limits (Workers' Compensation) \$500,000 each accident (Employer's Liability)
<u>Commercial General Liability</u> Premises-Operations Products-Completed Operations Contractual Liability Independent Contractors Broad Form Property Damage Explosion, Collapse and Underground Hazards (XCU Coverage) as appropriate	\$1,000,000 each occurrence \$2,000,000 annual aggregate for bodily injury and property damage, combined single limit
<u>Automobile Liability</u> All autos-owned, hired, or non-owned	\$1,000,000 each occurrence, combined single limit
<u>Excess or Umbrella Liability</u>	\$2,000,000 each occurrence and annual aggregate

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

Company shall specify JEA as additional insured for all coverage's except Workers' Compensation and Employer's Liability, but only to the extent of Company's indemnifications obligations as stated herein. Such insurance shall be primary to any and all other insurance or self-insurance maintained by JEA. Company shall include a Waiver of Subrogation on Commercial General and Automobile Liability and their associated Excess/Umbrella policies insurance in favor of JEA, its governing board, officers, employees, agents, successors and assigns to the extent protections are provided such parties as additional insureds.

Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to JEA. Prior to commencing any Work under this Contract, certificates evidencing the maintenance of the insurance shall be furnished to JEA for approval. The insurance certificate shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until 30 days after receipt of written notice by JEA. Failure by JEA to demand such certificates or other evidence of full compliance with these insurance requirements or failure of JEA to indemnify deficiencies from evidence provided, shall not be construed as a waiver of the Company's obligation to maintain such insurance. If the Company fails to maintain the insurance as set forth herein, the Company understands and agrees that

JEA will have the right, but not the obligation, to purchase said insurance at the Company's full expense, including administrative and other costs incurred by JEA. Alternately, the Company's failure to maintain the required insurance may result in termination of the Contract. For all coverages required to remain in full-force after the Contract Term, the Company shall provide additional certificates as necessary to evidence such continuation, at anytime during the stipulated coverage period.

Company's certificates of insurance shall be mailed to JEA (Attn. Procurement Services), Customer Care Center, 6th Floor, 21 West Church Street, Jacksonville, FL 32202-3139.

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

6.12. SECTION TITLE: CHANGES TO WORK [JEA-519]

6.12.1. Change in the Work [JEA-C164]

To request or claim any change in the Work including, but not limited to change in scope, quantities, pricing, or schedules, the Company shall submit a letter to the Contract Administrator stating such request or claim. JEA shall have the right to approve or disapprove any request or claim for change as it deems necessary and in its best interests consistent with the other Contract requirements. Whether requested by the Company, claimed by the Company, or contemplated by JEA, no change shall be authorized unless made on a JEA Change Order signed by the Contract Administrator or through a formal written amendment to this Contract.

In the event of an emergency endangering life or property where it is appropriate for the Company to take action, the Company shall undertake such actions to preserve life and property. JEA and the Company will determine after emergency is concluded, the extent of out-of-scope work performed by Company, and the Contract Administrator will issue a Change Order or amend the Contract for such work, if any and as necessary.

All requests for changes filed by the Company shall be in writing delivered to the Contract Administrator within 10 working days of when the event that prompted the claim was discovered. Upon receipt of the Company's claim notification, Contract Administrator will provide written direction as to the procedures that will be used to address the request. The Company's request shall be sufficiently detailed including itemized costs, condition and work descriptions and other information necessary to evaluate the merits of the claim. The Contract Administrator may reject requests providing insufficient supporting information. Any change in the Contract resulting from the request will be incorporated into the Contract via a Change Order or Purchase Order.

Prior to the Change Order being performed the value of work covered by a Change Order using one of the following methods:

- a. Where the work is covered by established Unit Prices contained in the Contract, the Unit Price will be applied to the quantity of work,
- b. By mutual acceptance of lump sum price,
- c. By actual cost and a mutually acceptable fixed amount for overhead and profit, or

Where Bid Price was based on estimates quantities, prior to making final payment, JEA will determine actual quantities using sampling, surveying and other industry recognized means and prepare a Change Order adjusting the price to reflect actual volumes.

The Company shall immediately notify the Contract Administrator in writing of any unauthorized change in the scope of the Work or significant change in the quantities of the Work that may increase the Contract Price, require an extension of Work schedule, or negatively impact permitting or other regulatory requirements.

The Work schedule may be changed only by a Change Order or Purchase Order. The Company's request or claim for a Work schedule adjustment shall be in writing delivered to the Contract Administrator within five working days following the discovery of the event that prompted the claim. Where accepted by JEA, changes to Work schedule will only adjust for critical path impacts. Failure to include the necessary critical path analysis with request shall be grounds for rejecting the claim. The path of critical events mentioned herein means the series of interdependent Work events that must be sequentially performed and that require a longer total time to perform than any other such series. Upon receipt of the Company's request for a change in the Work schedule, the Contract Administrator will provide any additional directions in writing detailing the procedures that will be used to resolve the request, including provision of time impact or manpower and equipment loading schedules. Where JEA and the Company are unable to reach a mutually acceptable resolution of

request, JEA will make a commercially reasonable determination, made in accordance with JEA's Purchasing Code, which shall be final.

All Work defined on Change Orders shall be subject to the conditions of the Contract, unless specifically noted on the Change Order.

6.12.2. Company Review of Project Requirements [JEA-C165]

The Company shall review the Work requirements and specifications prior to commencing Work. The Company shall immediately notify the Contract Administrator in writing of any conflict with applicable law, or any error, inconsistency or omission it may discover. JEA will promptly review the alleged conflicts, errors, inconsistencies or omissions, and issue a Change Order or Purchase Order as appropriate if JEA is in agreement with the alleged conflict, and issue revised specifications. Any Work the Company performs prior to receipt of approved Change Order will be at the Company's sole risk.

6.12.3. No Damage for Delay [JEA-C160]

Damage, loss, expense or delay incurred or experienced by the Company in the prosecution of the Work by reason of unforeseen circumstances, unanticipated difficulties and obstructions or other mischances that are generally considered to be part of the usual hazards associated with Work shall be borne entirely by the Company and shall not be the subject of any claim for additional compensation or change in Approved Schedule, unless stipulated otherwise in the Contract Documents.

The Company agrees that its remedy for any claims, damages or losses related to any delay, disruption or hindrance alleged to be caused by JEA or any of JEA's agents or other contractors, shall be an extension of the Contract completion date and reasonable additional compensation.

Any demand for equitable adjustment must be served in writing to JEA within five days of the event giving rise to any delay, disruption or hindrance. Any request for an equitable adjustment shall be accompanied by a logical time impact analysis, demonstrating the nature and magnitude of the event to the critical path.

Failure to strictly comply with these requirements shall be deemed a waiver of any right to seek equitable adjustment.

In the event the "no damage for delay" clause is inapplicable, there shall be no recovery for home office overhead and any damages claimed shall be proven by discreet accounting of direct project costs and no theoretical formula or industry estimating reference manuals shall be permissible.

6.12.4. Notification of Surety [JEA-C167]

The Company shall notify its surety of any changes affecting the general scope of the Work or altering the Contract Price. The amount of the applicable bonds shall be adjusted accordingly and the Company shall furnish proof of such adjustment to JEA within 10 days of date of Purchase Order.

6.12.5. Suspension of Work [JEA-C477]

JEA may suspend the performance of the Work rendered by providing the Company with five days written notice of such suspension. Schedules and payments for performance of the Work shall be amended by mutual agreement to reflect such suspension.

6.13. SECTION TITLE: LABOR (Services Work Only) [JEA-520]

6.13.1. Company's Labor Relations [JEA-C169]

The Company shall negotiate and resolve any disputes between the Company and its employees, or anyone representing its employees. The Company shall immediately notify JEA of any actual or potential labor dispute that may affect the Work and shall inform JEA of all actions it is taking to resolve the dispute.

6.13.2. Minimum Qualifications of Company Personnel [JEA-C170]

All Company personnel shall be at a minimum qualified for the tasks they are assigned. All Company personnel shall be able to read, write, speak and understand English. All Company personnel shall act in a professional manner, with due sensitivity to other persons at the Work Location. If JEA, at its sole discretion, determines that a Company person is unqualified, unfit, or otherwise unsuitable for the tasks assigned, the Company shall immediately stop the person from performing the tasks, and replace the person with a qualified individual. The Company shall pay all costs associated with replacing the unqualified person including, but not limited to, termination, recruiting, training, and certification costs.

The Company personnel assigned supervisory roles, and those with increased authority shall be held to strict scrutiny of their qualifications and suitability for their positions. In addition to the other provisions of this clause, the Company shall provide written documentation as to experience, education, licenses, certifications, professional affiliations, and other qualifications of the individual, within one day of request from the Contract Administrator. Any changes to such personnel after approval shall require the written permission of the Contract Administrator.

6.13.3. Nondiscrimination [JEA-C171]

The Company represents that it has adopted and will maintain a policy of nondiscrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employee relations, throughout the Term of this Contract. .

The Company shall comply with the following executive orders, acts, and all rules and regulations implementing said orders or acts, which are by this reference incorporated herein as if set out in their entirety:

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

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

6.13.4. Payment of Overtime [JEA-C172]

Any Overtime required for Company to complete the Work within the Contract Time shall be at the sole cost and expense of Company. If JEA requires the Company to perform Overtime Work in order to complete the Work prior to the Contract Time, the Company shall bill JEA for the Overtime such that only the actual costs incurred by the Company relating to the payment of Overtime premiums, in accordance with its labor policies per Company's current published rates, which are attached as Exhibit C and incorporated herein.

Overtime may only be charged to JEA if the Company was directed in writing by the Contract Administrator to incur the Overtime. Such authorization for Overtime shall be accompanied by a Change Order.

6.13.5. Scheduling of Overtime at JEA's Work Location [JEA-C173]

Whenever the Company schedules Work beyond eight hours per day for a five day week, beyond 10 hours per day for a four day week, beyond 40 hours per week, or on Saturdays, Sundays, or Holidays, then the Company shall arrange, in advance, for the JEA Representative to inspect the Work performed during Overtime. The Company shall not perform Overtime Work or after-hours Work without a JEA Representative at the Work Location or available to perform the inspections, as directed by the Contract Administrator. Except where JEA has requested the Company schedule Overtime to perform additional Work, the Company shall reimburse JEA for any additional costs associated with JEA Representatives' Overtime pay.

6.13.6. Show-Up Pay [JEA-C174]

In the event that inclement weather prevents the Company from performing Work, the Company may be obligated to pay its crew a show-up pay. The Company shall be solely responsible for providing this pay.

6.14. SECTION TITLE: RIGHTS & REMEDIES [JEA-521]

6.14.1. Offsets [JEA-C176]

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

6.14.2. Proprietary Information [JEA-C178]

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

6.14.3. Right to Audit and Financial Reporting [JEA-C327]

Upon JEA's requests and for time-and-material Services Work only, the Company agrees to allow JEA to audit its financial and operating records for the purpose of determining Invoice accuracy, or otherwise assessing compliance with the Contract Documents. The Company agrees to let JEA personnel, or their qualified representative, mutually acceptable to Company, access the records at Company's office, with three days written notice, for a reasonable period, in a workspace suitable for the audit provided by Company. All audit work will be done on Company premises, and no Company documentation will be removed from Company offices. The Company agrees to have knowledgeable personnel available to answer questions for the auditors during the time they are at the Company's offices and for a period of two weeks thereafter. The Company shall provide to JEA audited financial statements for the most recent fiscal year upon JEA's request, not later than five days after receipt of written request. Company's Hourly Rates for Services are not subject to such audit.

6.15. SECTION TITLE: REPRESENTATIONS & WARRANTIES [JEA-522]

6.15.1. Company's Warranties [JEA-C473] ***

The Company warrants to JEA that (i) the Parts shall be free from defects in material, workmanship and title and (ii) the Services shall be performed in a safe, competent, diligent manner, all in conformance with the Contract Documents. Unless otherwise stated in the Contract Documents, the warranty period for Parts shall be one year from first use or 18 months from delivery of Parts, whichever occurs first, and the warranty period for Services shall be one year from completion of Services.

The Company warrants that the Parts and Services shall conform to all applicable standards and regulations promulgated by federal, state, local laws and regulations, standards boards, organizations of the Department of State, and adopted industry association standards, all as in effect at date of Contract. If the Parts or Services fails to conform to such laws, rules, standards and regulations, JEA may return the Parts for correction or replacement at the Company's expense, or return the Parts at the Company's expense and cancel the Contract. If the Company performs Services that fail to conform to such standards and regulations the Company shall make the necessary corrections at Company's expense. JEA may correct Services to comply with standards and regulations at the Company's expense if the Company fails to make the appropriate corrections within a reasonable time.

6.15.2. Remedies

If the Parts and/or Services do not meet the above warranties within the applicable warranty period, JEA shall promptly notify Company. Company shall thereupon (i) at Company's option, repair or replace the defective Parts or (ii) re-perform the defective Services. If in Company's reasonable judgment the Parts cannot be repaired or replaced or the Services cannot be re-performed, Company shall refund or credit monies paid by JEA for that portion of Parts or Services that do not meet the the above warranties. Any repair, replacement or reperformance by Company hereunder shall carry warranties on the same terms as described herein, except that the warranty period shall be (a) the remaining balance of the original warranty period, or (b) a period of 18 months from the date of such repair, replacement or reperformance, whichever period ends later. In any event, the warranty period and Company's responsibilities set forth herein for such repair, replacement or reperformance shall end no later than 18 months after expiration of the applicable original warranty period. JEA shall bear the costs of access (including removal and replacement of systems, structures or other parts of JEA's facility), de-installation, decontamination, re-installation and transportation unless such access (including removal and replacement of systems, structures or other parts of JEA's facility), de-installation, decontamination, re-installation and transportation was included in the Work.

These warranties and remedies are conditioned upon (a) proper storage, installation, operation, and maintenance of the Parts and conformance with the proper operation instruction manuals provided by Company; (b) JEA keeping reasonable records of operation and maintenance during the warranty period and providing Company access to those records, and (c) modification or repair of the Parts or Services only as authorized by Company. Company does not warrant the Parts or any repaired Parts against normal wear and tear or damage caused by misuse, accident, or use against the advice of Company. Any modification or repair of any of the Parts or Services not authorized by Company shall render the warranty null and void.

6.15.3. Exclusive Remedies

This section 6.15 provides the exclusive remedies for all warranty claims based on failure of or defect in Parts or Services, whether the failure or defect arises before or during the applicable warranty period. The warranties provided in this section 6.15 are exclusive and are in lieu of all other warranties and guarantees whether written, oral, implied or statutory. NO

IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES.

6.15.4. Company's Knowledge of the Work [JEA-C183]

The Company represents that the Contract Price and the detailed schedule for the execution of the Work are based on its own knowledge and judgment of the conditions and hazards involved, and not upon any representation of JEA. JEA assumes no responsibility for any understanding or representation made by any of its representatives during or prior to execution of the Contract unless such understandings or representations are expressly stated in the Contract and the Contract expressly provides that JEA assumes the responsibility.

6.15.5. Competent Performance of the Work [JEA-C186]

The Company represents that it will conduct the Work in a manner and with sufficient labor, materials and equipment necessary to affect a diligent pursuance of the Work through Final Completion. If the Company fails to perform the Work as represented, JEA must first notify and give Company reasonable time and access to correct the Work, then JEA may, at its sole discretion, take charge of the Work and furnish and provide the labor, materials, and equipment necessary to complete the Work as planned within the required time if JEA deems the organization of the Company or its management, or the manner in which Company is performing the Work, to be manifestly incompetent or inadequate to complete the Work as specified.

6.15.6. Performance of the Work [JEA-C189]

The Company represents and warrants that it has the full corporate right, power and authority to enter into the Contract and to perform the acts required of it hereunder, and that the performance of its obligations and duties hereunder does not and will not violate any Contract to which the Company is a party or by which it is otherwise bound. The Company warrants that all Parts provided under the Contract shall be free from Defect and Services shall be performed in a professional manner and with professional diligence and skill, consistent with the prevailing standards of the industry. The Company warrants that the Parts and/or Services will meet the functional and performance requirements defined in the Contract.

6.15.7. Safety Representation [JEA-C190]

The Company represents to JEA that it has the capacity to train and supervise its employees, Subcontractors and suppliers to ensure the Work complies with all safety requirements of the Contract Documents. The Company shall be responsible for executing the necessary safety training and supervision of its employees and Subcontractors, and acknowledges that JEA is not responsible for training or supervising the Company's employees, except when noted for the purpose of enforcing compliance with these safety requirements.

6.16. SECTION TITLE: TERM & TERMINATION [JEA-523]

6.16.1. Term of Contract - (Through Work Completion) [JEA-C461]

The Contract shall be in force through completion of all Work, Acceptance and final payment, including resolution of all disputes, claims, or suits, if any. Certain provisions of this Contract may extend past termination including Warranty provisions.

6.16.2. Termination for Convenience [JEA-C194]

JEA shall have the absolute right to terminate in whole or part the Contract, with or without cause, at any time after Award upon written notification of such termination.

In the event of termination for convenience, JEA will pay the Company for all Work that the Company has incurred, or those for which it becomes obligated prior to receiving JEA's notice of termination. If applicable, JEA will also pay the Company charges incurred less the reasonable resale value, of materials or equipment that the Company has already ordered, obtained or fabricated in connection with the Contract.

Upon receipt of such notice of termination, the Company shall stop the performance of the Work hereunder except as may be necessary to carry out such termination and take any other action toward termination of the Work that JEA may reasonably request, including all reasonable efforts to provide for a prompt and efficient transition as directed by JEA. This Work shall be inclusive to the total termination amount paid to Company.

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

6.16.3. Termination for Default (Bond) [JEA-C195] ***

JEA may give the Company written notice to discontinue all Work under the Contract in the event that:

- The Company assigns or subcontracts the Work without prior written permission;
- Any petition is filed or any proceeding is commenced by or against the Company for relief under any bankruptcy or insolvency laws;
- A receiver is appointed for the Company's properties or the Company commits any act of insolvency (however evidenced);
- The Company makes an assignment for the benefit of creditors;
- The Company suspends the operation of a substantial portion of its business;
- The Company suspends the whole or any part of the Work to the extent that it impacts the Company's ability to meet the Work schedule, or the Company abandons the whole or any part of the Work;
- The Company, at any time, violates any of the material conditions or material provisions of the Contract Documents, or the Company fails to perform as specified in the Contract Documents, or the Company is not complying with the material provisions of the Contract Documents.
- The Company breaches any of the representations or warranties
- The Company is determined, in JEA's sole opinion, to have misrepresented the utilization of funds or misappropriate property belonging to JEA.
- Any material change in the financial or business condition of the Company.

If, within 24 hours after service of such notice upon the Company, an arrangement satisfactory to JEA has not been made by the Company for continuance of the Work, JEA may declare the Company to be in default of the Contract.

Once a Company is declared in default, the surety shall assume the Company's place in all respects and shall be paid by JEA all monies, if any, due the Company at the time of such notice to discontinue, or any monies thereafter that may become due the Company in accordance with the terms of the Contract.

If the Company fails to make arrangements satisfactory to JEA within 3 months after service to the Company of a notice to discontinue Work, and in the case where a Payment and Performance Bond is in effect, the surety has not exercised its option, then without further notice to the Company or the surety, JEA may terminate the Contract and shall have the power to complete the Work herein described as it may determine. In such a case, JEA shall have the right to take possession of and use any of the materials, plant, tools, equipment, supplies and property of any kind provided by the Company for the purpose of this Work.

JEA will charge the expense of completing the Work to the Company and will deduct such expenses from monies due, or which at any time thereafter may become due, to the Company. If such expenses are more than the sum that would otherwise have been payable under the Contract, then the Company shall pay the amount of such excess to JEA upon notice of the expenses from JEA. JEA shall not be required to obtain the lowest price for completing the Work under the Contract, but may make such expenditures that, in its sole judgment, shall best accomplish such completion. JEA will, however, make reasonable efforts to mitigate the excess costs of completing the Work.

The Contract Documents shall in no way limit JEA's right to all remedies for nonperformance provided under law or in equity, except as specifically set forth herein. In the event of termination for nonperformance, the Company shall immediately surrender all Work records to JEA. In such a case, JEA may set off any money owed to the Company against any liabilities resulting from the Company's nonperformance.

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

JEA shall have no liability to the Company for termination costs arising out of the Contract, or any of the Company's subcontracts, as a result of termination for default.

6.17. SECTION TITLE: GENERAL TERMS & CONDITIONS [JEA-524]

6.17.1. Ambiguous Contract Provisions [JEA-C196]

The parties agree that this Contract has been the subject of meaningful analysis and/or discussions of the specifications, terms and conditions contained in this Contract. Therefore, doubtful or ambiguous provisions, if any, contained in this Contract will not be construed against the party who physically prepared this Contract. The rule commonly known as

"Fortius Contra Proferentum" will not be applied to this Contract or any interpretation thereof.

6.17.2. Amendments [JEA-C197]

This Contract may not be altered or amended except in writing, signed by JEA Procurement and the Company Representative, or each of their duly authorized representatives.

6.17.3. Assigning of Contract [JEA-C213]

Not Used.

6.17.4 Choice of Law [JEA-C198]

This Contract, and the rights and duties of the parties arising from or relating to this Contract or its subject matter, shall be construed in accordance with the laws of the State of Florida, and the ordinances of the City of Jacksonville without regard to its conflicts of laws provisions. Each of the parties irrevocably submits to the exclusive jurisdiction of the courts of Florida, and further agree that the venue for any legal action brought by or files against JEA relating to any matter arising under this Contract shall be exclusively in that state or federal court, sitting in Duval county, Florida that has jurisdiction over such legal actions.

6.17.4. Confidentiality and Public Record Laws [JEA-574]

Any information disclosed by one party ("Disclosing Party") to the other party ("Recipient") in connection with this Contract that is marked confidential or that due to its character and nature, a reasonable person under like circumstances would treat as confidential (the "Confidential Information") will be protected and held in confidence by the Recipient. Confidential Information will be used only for the purposes of this Contract and related internal administrative purposes. Disclosure of the Confidential Information will be restricted to the Recipient's employees, contractors, or alliance companies on a "need to know" basis in connection with the Work, who are bound by confidentiality obligations no less stringent than these prior to any disclosure. Each party may disclose Confidential Information relating to the Work to providers of goods and services for the engagement to the extent such disclosure is necessary and reasonably anticipated. Confidential Information does not include information which: (i) is already known to Recipient at the time of disclosure; (ii) is or becomes publicly known through no wrongful act or failure of the Recipient; (iii) is independently developed by Recipient without benefit of Disclosing Party's Confidential Information; or (iv) is received from a third party which is not under and does not thereby breach an obligation of confidentiality. Each party agrees to protect the other's Confidential Information at all times and in the same manner as each protects the confidentiality of its own proprietary and confidential materials, but in no event with less than a reasonable standard of care. A Recipient may disclose Confidential Information to the extent required by law, but that disclosure does not relieve Recipient of its confidentiality obligations with respect to any other party. Except as to the confidentiality of trade secrets, these confidentiality restrictions and obligations will terminate five (5) years after the expiration or termination of the Contract under which the Confidential Information was disclosed, unless the law requires a longer period.

The parties acknowledge that JEA is a body politic and corporate that is subject to Chapter 119, Florida Statutes, and related statutes known as the "Public Records Laws". If a request is made to view such Confidential Information, JEA will notify Company of such request and the date that such records will be released to the requester unless Company obtains a court order enjoining such disclosure. If the Company fails to obtain that court order enjoining disclosure, JEA will release the requested information on the date specified. Such release shall be deemed to be made with the Company's consent and will not be deemed to be a violation of law, including but not limited to laws concerning trade secrets, copyright or other intellectual property.

6.17.5. Conflict and Order of Precedence [JEA-C199]

The Contract shall consist of JEA's Contract or Purchase Order together with these specifications and conditions including, but not limited to, the executed Bid Document, which shall be collectively referred to as the Contract Documents. This Contract is the complete agreement between the parties. Parol or extrinsic evidence will not be used to vary or contradict the express terms of this Contract. The Contract Documents are complementary; what is called for by one is binding as if called for by all. The Company shall, upon discovery, inform JEA in writing of any conflict, error or discrepancy in the Contract Documents. Should the Company proceed with the Work prior to written resolution of the error or conflict by JEA, all Work done is at the sole risk of the Company. JEA will generally consider this precedence of the Contract Documents in resolving any conflict, error, or discrepancy:

- Executed Change Orders / Amendment
- Contract
- Exhibit(s) to this Contract
- JEA Purchase Orders
- Drawings

-JEA Technical Specifications and Attachments thereto
- References
-Bid Document

The figure dimensions on drawings shall govern over scale dimensions. Contract and detailed drawings shall govern over general drawings. The Company shall perform any Work that may reasonably be inferred from the Contract as being required whether or not it is specifically called for. Work, materials or equipment described in words that, so applied, have a well-known technical or trade meaning shall be taken as referring to such recognized standards.

6.17.6. Cumulative Remedies [JEA-C200]

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

6.17.7. Entire Agreement [JEA-C201]

This Contract contains all of the understandings and agreements of the parties hereto in respect of the subject matter hereof as of the Effective Date of the Contract. Any and all prior understandings and agreements, expressed or implied, between the parties hereto in respect of the subject matter hereof shall be superseded hereby. Parol or extrinsic evidence will not be used to vary or contradict the express terms of this Contract.

6.17.8. Expanded Definitions [JEA-C202]

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

6.17.9. Force Majeure [JEA-C203]

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

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

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

6.17.10. Headings [JEA-C204]

The division of this Contract into sections, the insertion of headings and/or index numbers and the provision of a table of contents are for convenience of reference only and are not to affect the construction or interpretation of this Agreement.

6.17.11. Language and Measurements [JEA-C205]

All communication between the Company and JEA, including all documents, notes on drawings, and submissions required under the Contract, will be in the English language. Unless otherwise specified in the Contract, the US System of Measurements shall be used for quantity measurement. All instrumentation and equipment will be calibrated in US System of Measures.

6.17.12. Nonwaiver [JEA-C207]

Failure by either party to insist upon strict performance of any of the provisions of the Contract will not release either party from any of its obligations under the Contract.

6.17.13. Notices and Correspondence [JEA-C208] ***

All notices required or permitted under this Contract shall be in writing and shall be deemed received if sent by one of the following means: (a) upon receipt if delivered by hand; (b) one day after being sent by an express courier with a reliable system for tracking delivery; (c) three days after being sent by certified or registered first class mail, postage prepaid and return receipt requested; or (d) upon confirmed facsimile transmission provided that a copy shall be sent by another of the foregoing means. All notices shall be addressed by a party to the other party as follows:

In the case of JEA:

and to:

JEA
Attn: Heather Burnett
Contracts Manager
21 W. Church St. CC-6
Jacksonville, FL 32202

In the case of Company:

[JEA to insert information here - CompanyNoticeAddress]

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

6.17.14. Publicity and Advertising [JEA-C209]

The Company shall not take any photographs, make any announcements or release any information concerning the Contract or the Work to any member of the public, press or official body unless prior written consent is obtained from JEA. JEA is governed by the Florida Public Records Laws so all Contract Documents are available for public inspection. In addition, JEA is governed by Florida Sunshine Laws and as such, certain meetings are required to be open to the public.

6.17.15. References [JEA-C210]

Unless otherwise specified, each reference to a statute, ordinance, law, policy, procedure, process, document, drawing, or other informational material is deemed to be a reference to that item, as amended or supplemented from time to time. All referenced items shall have the enforcement ability as if they are fully incorporated herein.

6.17.16. Relationship of the Parties [JEA-C211]

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

6.17.17. Severability [JEA-C212]

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

6.17.18. Subcontracting or Assigning of Contract [JEA-C213]

Each party agrees that it shall not subcontract, assign, delegate, or otherwise dispose of the Contract, the duties to be performed under the Contract, or the monies to become due under the Contract without the other party's prior written consent.

The assignment of the Contract will not relieve either of the parties of any of its obligations until such obligations have been assumed in writing by the assignee. If the Contract is assigned by either of the parties, it will be binding upon and will inure to the benefit of the permitted assignee. The Company shall be liable for all acts and omissions of its assignee or its Subcontractor.

6.17.19. Survival [JEA-C214]

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

6.17.20. Third Party Agreements [JEA-557]

Unless otherwise agreed in writing by JEA, JEA shall have no obligation to enter into any third party agreements under this Contract. Such third party agreements shall include, but not be limited to: joint check agreements, and revocable or irrevocable letters of direction with sureties. In the event JEA agrees to execute any such agreement(s), then such agreement(s) shall incorporate additional language as required by JEA's Chief Purchasing Officer.

6.17.21. Time and Date [JEA-C215]

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

6.17.22. Not Used

6.17.23. Waiver of Claims [JEA-C218]

A delay or omission by JEA hereto to exercise any right or power under this Contract shall not be construed to be a waiver thereof. A waiver by JEA under this Contract shall not be effective unless it is in writing and signed by the party granting the waiver. A waiver by a party of a right under, or breach of, this Contract shall not be construed to operate as a waiver of any other or successive rights under, or breaches of, this Contract.

The Company's obligations to perform and complete the Work in accordance with the Contract shall be absolute. None of the following will constitute a waiver of any of JEA's rights under the Contract: approval or payment of any progress payments or any other payments, including final payment; issuance of the Certificate of Substantial Completion or Certificate of Contract Completion; any use or occupancy of the Work by JEA; nor any correction of faulty or defective work by JEA.

7. SECTION TITLE: WORK [JEA-525]

7.1. SECTION TITLE: SCOPE [JEA-526]

7.1.1. Obligations of the Company [JEA-C396]

The Company shall provide everything necessary to successfully complete the Work except the materials, obligations, assumptions and services specifically stated in the Contract to be provided by JEA. No payments, other than those shown in the Bid Documents, will be made to the Company for performance of any requirements of the Contract Documents. The Company shall perform all Work in accordance with the Contract Documents and the applicable JEA standards manuals, safety manuals, policies, accepted commercial work practices, local, state, and federal, rules regulations and laws which may be amended from time to time, all as in effect at Contract Date. The Company shall provide all permits, certifications, insurances, and bonds necessary or required by good practice, except where specifically stated in the Contract to be provided by JEA.

The Company personnel shall perform all Work in a professional, efficient, and competent manner. The Company is obligated to provide personnel possessing the skills, certifications, licenses, training, tools, demeanor, motivation, and attitude to successfully complete the Work. The Company is obligated to remove individuals from performing Work under this Contract when the Company recognizes an individual to not be working in a manner consistent with the requirements of this Contract, or when JEA notifies the Company that JEA has determined an individual or group of individuals to not be working in a manner consistent with the requirements of this Contract. The Company is obligated to ensure that their officers and executives interact with JEA, JEA customers, whether direct or indirect customers of JEA, with the utmost level of professionalism and integrity.

In the event the Company chooses to use Subcontractors, the Company is obligated to provide Subcontractors possessing the skills, certifications, licenses, training, tools, demeanor, motivation and attitude to successfully perform the work for which they are subcontracted. The Company is obligated to remove Subcontractors from performing Work under this Contract when the Company recognizes that a Subcontractor is failing to work in a manner consistent with the requirements of this Contract, or when JEA notifies the Company that JEA has determined a Subcontractor is failing to work in a manner consistent with the requirements of this Contract.

The Company is obligated to ensure that sufficient supervision of the Work is provided. This includes ensuring that the Company Supervisor is at the Work Location when Work is being performed for Services Work.

The Company shall bear responsibility for the efficiency, adequacy and safety of the performance of the Work, including temporary Work and facilities, until Acceptance. The Company shall be responsible for any loss or damage to Company's materials, tools, labor, and equipment used during the performance of, or in connection with, the Work. Any JEA comments or approval regarding the Company's performance, materials, working force, or equipment will not relieve the Company of any responsibility.

7.2. SECTION TITLE: LOCATION [JEA-527]

7.2.1. Work Location [JEA-C460] ***

Work shall be performed at the following location(s):

7.2.2 Nuclear Use

Parts and Services sold hereunder are not intended for use in connection with any nuclear facility or activity without the written consent of Company. JEA warrants that it shall not use, or permit others to use Parts and/or Services for such purposes, unless Company agrees to such use in writing.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement, in duplicate, the day and year first above written.

ATTEST:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ATTEST:

JEA

By: _____

By: _____

Name: _____

John McCarthy

Title: _____

Director, Procurement Services

Approved by Awards Committee on Thursday, _____, 2008, Award Item # _____
IFB # _____

Form Approved:

Office of General Counsel

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:

MAC Power Products

2. Description of Services or Supplies provide by Vendor:

New pipe-type cable dielectric fluid pressurization plant for the Georgia Steet Substation

3. Certification:

JEA owns approximately 50 miles of high pressure fluid filled pipe-type cable which is buried throughout the city and makes multiple river crossings. Line pressure of this pipe-type cable system is maintained by pressurization plants located at various substations and generation stations. These pressurization plants are automated, regulating line pressure fluctuation effected by temperature and load changes via a complex system of valves and sensors with little to no interaction from substation technicians under normal operating conditions. This presents a problem when an equipment failure occurs. The infrequent requirement of human interaction leads to unfamiliarity with the manual operation of the system. This problem is worsened by the presence of multiple uniquely designed pressurization plants throughout our system, each with their own methodology of manual operation./ Standardization on a singular design of pressurization plant will allow for consolidated training of substation personnel and increase the accuracy and safety of emergency response while improving system reliability. In 2011, JEA issued a request for bids for the replacement of two pressurization plants. MAC Products, Inc. was awarded the contract with a bid 42% lower than the competing bidder. The two pressurization plants were installed in 2012 without incident. Minor leaks developed shortly after installation and were addressed immediately by the manufacturer at no cost to JEA. Since that time, the pressurization plants have operated as designed without incident.

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):

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

OR

 Emergency Procurement - Please state which subsection of Section 3-113 above applies to this Emergency Procurement: (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;

Darrell Hamilton
Signature of JEA Business Unit Manager

1/19/23
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.



Formal Bid and Award System

Award #4 January 19, 2023

Type of Award Request: INVITATION FOR BID (IFB)
Requestor Name: Gonzalez Vargas, Freddy
Requestor Phone: (939) 252-0641
Project Title: Continuing Services for Bulk Liquid Emulsion Polymer Supply and Delivery
Project Number: HW30131; HW30133; HW30140; HW30142
Project Location: JEA
Funds: O&M
Business Unit Estimate: \$6,291,000.00

Scope of Work:

The purpose of this Invitation for Bid (IFB) is to solicit competitive Bids from a supplier that can reliably supply bulk liquid emulsion polymer for use in the thickening and drying of wastewater biosolids at various JEA facilities.

JEA IFB/RFP/State/City/GSA#: 1410933246
Purchasing Agent: Brown, Darriel
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
POLYDYNE INC.	Boyd Stanley	bstanley@polydyneinc.com	One Chemical Plant Rd. Riceboro, GA 31323	(941) 961-3998	\$7,584,720.00

Amount for entire term of Contract/PO: \$7,584,720.00
Award Amount for remainder of this FY: \$1,685,493.33
Length of Contract/PO Term: Three (3) Years w/ Three (3) - 1 Yr. Renewals
Begin Date: 02/09/2023
End Date: 02/08/2026
Renewal Options: Three (3) - 1 Yr. Renewals
JSEB Requirement: N/A - Optional

BIDDERS:

Name	Amount
POLYDYNE, INC.	\$7,584,720.00

Background/Recommendations:

Advertised on 11/04/2022. One (1) company attended the mandatory pre-bid meeting held on 11/07/2022. At Bid opening on 12/13/2022, JEA received one (1) Bid. Polydyne, Inc. was deemed the lowest responsive and responsible Bidder. A copy of the Bid Workbook is attached for reference.

Participation for this solicitation was encouraged through extending the Bid due date, communicating the solicitation to approximately 30 suppliers and following up with communication to suppliers that

participated in previous solicitations. Potential bidders shared feedback on their decision to decline participating citing the arrangement being cost prohibitive based on the source locations and transit to the JEA service area. JEA did offer annual price adjustments based on Consumer Price Index (CPI) to help alleviate the concern. After Polydyne was identified as the lowest bidder, JEA and Polydyne agreed to adjust the term from Five (5) Years w/Two (2) Three (3) Years w/ Three (3) - 1 Yr. Renewals. Also, at the end of the Three (3) Year term, JEA will allow other vendors to trial their solutions to increase competition.

The pricing of \$1.87/lb. for this award represents an 33.6% increase over the current \$1.40/lb. This is due to increased market demand for polymers and a reduced supplier base due to mergers and acquisitions. This trend of increases in raw materials and tightening of supply has been observed for other chemicals, especially in the last two years. As an example, a similar contract for the supply of polymer to the Blacks Ford Water Reclamation Facility was awarded on 07/09/2020 to a different supplier, Fort Bend Services, Inc. Fort Bend Services, Inc. was later acquired by Polydyne. JEA researched pricing at other Florida municipalities and deemed the new price to be reasonable under current market conditions.

1410933246 – Request approval to award a contract to Polydyne, Inc. for the supply and delivery of Bulk Liquid Emulsion Polymer in the amount of \$7,584,720.00 subject to the availability of lawfully appropriated funds.

Director: Sgambettera, John J. – Dir WW & Reuse Treatment

VP: Vu, Hai X. – VP Water Wastewater Systems

APPROVALS:

Chairman, Awards Committee **Date**

Budget Representative **Date**

Appendix B - Bid Forms
1410933246 Continuing Services for Bulk Liquid Emulsion Polymer Supply and Delivery

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

Company Name: Polydyne Inc.

Company's Address: One Chemical Plant Rd., Riceboro, GA 31323

License Number: F01000005154

Phone Number: (800) 848-7659 Option 2 FAX No: (912) 880-2078 Email Address: bids@polydyneinc.com

<u>BID SECURITY REQUIREMENTS</u> <input checked="" type="checkbox"/> None required <input type="checkbox"/> Certified Check or Bond (Five Percent (5%))	<u>TERM OF CONTRACT</u> <input type="checkbox"/> One Time Purchase <input checked="" type="checkbox"/> Annual Requirements - Five (5) years, two (2) one (1) year Renewal <input type="checkbox"/> Other, Specify - Project Completion
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<u>SAMPLE REQUIREMENTS</u> <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	<u>SECTION 255.05, FLORIDA STATUTES CONTRACT BOND</u> <input checked="" type="checkbox"/> None required <input type="checkbox"/> Bond required 100% of Bid Award
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<u>QUANTITIES</u> <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.	<u>INSURANCE REQUIREMENTS</u> <p style="text-align: center;">Insurance required</p>
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<u>PAYMENT DISCOUNTS</u> <input type="checkbox"/> 1% 20, net 30 <input type="checkbox"/> 2% 10, net 30 <input type="checkbox"/> Other _____ <input checked="" type="checkbox"/> None Offered	
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ENTER YOUR BID FOR SOLICITATION 1410933246	TOTAL BID PRICE
CLARIFLOC SE-1335 <div style="text-align: right;"> Total Bid Price (Enter total from cell H9 in the Bid Workbook) </div>	\$ 12,641,200.00

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 <u>2</u> through <u>2</u>	<div style="text-align: right;"> Handwritten Signature of Authorized Officer of Company or Agent </div> <div style="text-align: right;"> <u>12/9/2022</u> Date </div> <div style="text-align: center; margin-top: 10px;"> <u>Mark Schlag, Treasurer</u> Printed Name and Title </div>

1410933246 - Appendix B Bid Workbook
Continuing Services for Bulk Liquid Emulsion Polymer Supply and Delivery
(Only complete the Prices in Yellow Cells)

Item	Enter Your Bid for the Following Described Articles or Services	UOM	Approx. Annual volume	Term in Years	Forecast based on Term	Unit Price (freight included)	Extended Price
1	Supply and Delivery to Buckman WRF	Pounds (lbs)	1,100,000	5	5,500,000	\$ 1.87000	\$ 10,285,000.00
2	Supply and Delivery to Blacks Ford WRF	Pounds (lbs)	165,000	5	825,000	\$ 1.87000	\$ 1,542,750.00
3	Supply and Delivery to Mandarin WRF	Pounds (lbs)	49,000	5	245,000	\$ 1.87000	\$ 458,150.00
4	Supply and Delivery to Monterey WWTP	Pounds (lbs)	30,000	5	150,000	\$ 1.87000	\$ 280,500.00
5	Supply and Delivery to Julington Creek Plantation WRF	Pounds (lbs)	8,000	5	40,000	\$ 1.87000	\$ 74,800.00
TOTAL (for lines 1 through 5 above - Enter this Amount on the Bid Form)					6,760,000	\$	12,641,200.00



Formal Bid and Award System

Award #5 January 19, 2023

Type of Award Request: CONTRACT INCREASE

Requestor Name: Phelps, Charles – Material Handling Operator Maintainer II

Requestor Phone: (904) 665-6382

Project Title: Industrial Cleaning Services

Project Number: Various

Project Location: JEA

Funds: O&M

Business Unit Estimate: \$2,230,000.00 (30205, ET 2006)

Scope of Work:

The purpose of this solicitation is to contract the services of an industrial cleaning contractor to provide services described herein (“Work”). The scope of work includes furnishing all supervision, labor, materials, tools, equipment, consumables, and subcontracts necessary for industrial cleaning services primarily at JEA electric generating facilities. Services shall include, but not be limited to, the following:

- Wet & Dry Vacuuming Services
- Hydroblasting & Ultra High Pressure (UHP) Cleaning Services
- Chemical Cleaning Services (pricing will be requested on a per project basis)
- High Volume Pump Services
- Fugitive Dust Control Services

JEA has electric power generation equipment at four locations: Northside Generating Station, Brandy Branch Generating Station, Kennedy Generating Station, and Greenland Energy Center. Additionally, this contract may be used to provide support to other JEA facilities, water, and wastewater locations on an as needed basis. The Water/Wastewater (W/WW) groups will evaluate rates submitted and make a determination if W/WW budget will be added to the forecast award.

As a part of this Bid, JEA required Bidders to submit hourly and equipment rates to provide a 40 hour / week industrial cleaning with a twelve-man crew. This Bid requirement is referred to Option A. JEA’s intent is to manage temporary employees through Workspend.

JEA IFB/RFP/State/City/GSA#: 1410431046
Purchasing Agent: Lovgren, Rodney Dennis
Is this a ratification?: NO

RECOMMENDED AWARDEE:

Name	Contact Name	Email	Original Award	Contract Increase	New NTE
THOMPSON INDUSTRIAL SERVICES, LLC	Mike Bertram	mbertram@thompsonind.com	\$765,030.00	\$0.00	\$765,030.00
MPW INDUSTRIAL SERVICES, INC.	John Stoughton	jstoughton@mpwservices.com	\$327,870.00	\$2,230,000.00	\$2,557,870.00

Amount of Original Award: \$1,092,900.00
Date of Original Award: 12/16/2021
Change Order Amount: \$2,230,000.00
New Not-To-Exceed Amount: \$3,322,900.00
Length of Contract/PO Term: Three (3) Years w/ Two (2) - 1 Yr. Renewals
Begin Date (mm/dd/yyyy): 12/22/2021
End Date (mm/dd/yyyy): 12/21/2024
Renewal Options: Two (2) - 1 Yr. Renewals
JSEB Requirement: NA – Optional

Background/Recommendations:

Competitively bid and approved by Awards Committee on 12/16/2021. The original award and renewal are attached as back-up. The original award was on a 70/30 split for T&M rate basis for industrial cleaning services to Thompson Industrial Services, LLC and MPW Industrial Services, Inc.

JEA had originally intended to manage industrial cleaning contractors directly using Workspend. After approximately 5 months of current market labor challenges using temporary labor & JEA managing personnel, JEA elected to use the Option A outsourced managed labor option from MPW. MPW's Option A pricing was the lower of the two original Awardees.

This request is to add funds for O&M in the amount of \$2,230,000.00, to allow continued use through the Term. The original award amount was based on historical usage and budget estimates available at the time of award. Contract prices have CPI adjustments allowable at contract anniversary upon request by the supplier.

Should the O&M workload exceed the current planned workload & outage support during the contract term, or should JEA elect to renew the contracts, additional funding may be required. Additional increases will be processed through the Awards Committee as necessary.

Request approval for a contract increase to MPW Industrial Services, Inc. \$2,230,000.00 for industrial cleaning services, for a new not-to-exceed amount of \$3,322,900.00, subject to the availability of lawfully appropriated funds.

Manager Crabtree, Jeremy D. - Mgr NGS Operations
Sr. Manager: Wilds, Brian E. - Sr Mgr Energy Production & Material Handling Operations
Director Limbaugh, Margaret - Dir Energy Production
VP: Erixton, Ricky - VP Electric Systems

APPROVALS:

Chairman, Awards Committee **Date**

Budget Representative **Date**

REQUEST

Cost Center or P/N	Budget Line from O&M excel spreadsheet	Expense Type	FY22 Spend (8.5 mos)	FY23	FY24	FY25 (3.5MOS)	Subtotals & Totals
30205		2006	\$17,708.33	\$25,000.00	\$25,000.00	\$7,291.67	
30300		2006	\$17,708.33	\$25,000.00	\$25,000.00	\$7,291.67	
30300		2033	\$141,666.67	\$200,000.00	\$200,000.00	\$58,333.33	
TOTAL			\$177,083.33	\$250,000.00	\$250,000.00	\$72,916.67	\$750,000.00
Cost Center or P/N	Budget Line from O&M excel spreadsheet	Expense Type	FY22 Spend (8.5 months).	FY23	FY24	FY25 (3.5 months)	
HW30134	Line 431	2006	\$52,063	73,500	73,500	21,437	
HW30140	Line 493	2006	\$28,900	40,800	40,800	11,900	
Total			\$80,963	\$114,300	\$114,300	\$33,337	
Total			\$80,963	\$114,300	\$114,300	\$33,337	\$342,900

TOTAL			\$258,046.13	\$364,300.00	\$364,300.00	\$106,253.87	\$1,092,900.00
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		Thompson					
		\$180,632.29	\$255,010.00	\$255,010.00	\$74,377.71	\$765,030.00	
		\$77,413.84	\$109,290.00	\$109,290.00	\$31,876.16	\$327,870.00	
30205	ET 2006	MPW Opt. A	\$ 950,000.00	\$ 1,100,000.00	\$ 180,000.00	\$ 2,230,000.00	
							\$2,557,870.00
							After Increase \$3,322,900.00

Appendix B - Rates Workbook

1410431046 ELECTRIC PLANT INDUSTRIAL CLEANING SERVICES - RESPONDENT RATES WORKBOOK

Hourly Labor Rates and Per Diem Costs (3-Year Estimate) - Fill in the Yellow Cells Only

Labor						
LABOR CLASSIFICATION	ESTIMATED ST HRS	ST RATE (\$/HR)	ESTIMATED ST LABOR COST	ESTIMATED OT HRS	OT RATE ¹ Up to 1.5 X Str. Time	ESTIMATED OT LABOR COST
PROJECT MANAGER	60	\$ 62.65	\$ 3,759.00	30	\$ 62.65	\$ 1,879.50
SUPERINTENDENT	150	\$ 49.04	\$ 7,356.00	150	\$ 63.74	\$ 9,561.00
SAFETY ENGINEER	150	\$ 33.51	\$ 5,026.50	150	\$ 43.59	\$ 6,538.50
CREW LEADER	300	\$ 38.96	\$ 11,688.00	150	\$ 50.67	\$ 7,600.50
EQUIPMENT OPERATOR	300	\$ 29.96	\$ 8,988.00	150	\$ 38.96	\$ 5,844.00
TECHNICIAN	300	\$ 27.25	\$ 8,175.00	150	\$ 35.41	\$ 5,311.50
LABORER / HELPER	300	\$ 18.47	\$ 5,541.00	150	\$ 24.02	\$ 3,603.00
Subtotal - Straight Time Labor Cost			\$ 50,533.50	Subtotal - OT Labor Cost		\$ 40,338.00
			A1			A2
TOTAL COST INPUT SHEET 1 = A1 + A2						\$ 90,871.50

Notes

1. Double Time (2X) Labor rates are not permitted. JEA will only pay up to 1.5 X the straight time rate for Overtime hours.
2. All Travel shall comply with JEA's Travel Policy. Current IRS.gov mileage rates will apply. Current daily **maximum** Per Diem rate (meals & lodging) per JEA Travel Policy is 150.00.
3. JEA will only pay per diem for Contractors that reside greater than 75 miles one way from the electric plant where the work is being performed - See Technical Specification 13.8.

	Per Diem Rate	Per Diem Subtotal
Per Diem Rate - Respondent Shall Provide Per Diem Rate (JEA will only pay up to \$150.00 / day) (NOT subject to price adjustment) Rate X 500 = subtotal per diem	\$ 73.50	\$ 36,750.00

Total Three Year Bid Price = Input Sheet 1 + Input Sheet 2 + Input Sheet 3 + Input Sheet 4	\$ 733,337.52
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Total Three Year Bid Price - OPTION A	\$ 2,884,628.20
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Appendix B - Rates Workbook

1410431046 - Electric Plant Industrial Cleaning Services

MATERIALS & CONSUMABLES MARKUP - 3 Year Estimate			
DESCRIPTION	ESTIMATED COST	PERCENT	TOTAL COST
Materials Markup - not to exceed 10%	\$100,000.00	10%	\$ 110,000.00
Consumables Markup - not to exceed 10%	\$100,000.00	10%	\$ 110,000.00
TOTAL COST - MATERIALS & CONSUMABLES + MARKUP			\$ 220,000.00

B1

EQUIPMENT RENTAL MARKUP - 3 Year Estimate			
DESCRIPTION	ESTIMATED COST	PERCENT	TOTAL COST
Equipment Rental Markup - not to exceed 10% (includes applicable Fuel costs)	\$75,000.00	10%	\$ 82,500.00
TOTAL COST - EQUIPMENT RENTAL + MARKUP			\$ 82,500.00

B2

SUBCONTRACT MARKUP - 3 Year Estimate			
DESCRIPTION	ESTIMATED COST	PERCENT	TOTAL COST
Subcontract Markup - not to exceed 10%	\$75,000.00	10%	\$ 82,500.00
TOTAL COST - SUBCONTRACT + MARKUP			\$ 82,500.00

B3

EQUIPMENT OPERATING COSTS - 3 Year Estimate					
SUPPORT EQUIPMENT	ESTIMATED UNITS	UNIT	FUEL USE (GAL/HOUR)	COST / UNIT	TOTAL COST (ESTIMATED UNITS x COST / UNIT)
Shutdown / Support Trailer	300	PER SHIFT		\$ 26.25	\$ 7,875.00
Support Vehicle (Fuel & Equipment)	900	PER HOUR	3.00	\$ 5.29	\$ 4,761.00
Roll Off Transport Truck	0	PER HOUR	7.00	\$ 26.25	\$ -
Support Vehicle - Round Trip Mileage, including O&M costs per 12.7.1	6,000	PER MILE	5.00	\$ 1.31	\$ 7,860.00
Frontline Truck (Hydroblast & Vacuum) - Roundtrip Mileage, including O&M costs per 12.7.1	0	PER MILE	9.00	\$ 1.84	\$ -
5,000 Gallon Water Truck w/front bumper mounted cannon, front, rear & side sprayers (Straight Time Rate)	0	PER HOUR	7.00	\$ 68.79	\$ -
5,000 Gallon Water Truck w/front bumper mounted cannon, front, rear & side sprayers (Overtime Rate)	0	PER HOUR		\$ 74.29	\$ -
TOTAL COST - SUPPORT EQUIPMENT					\$ 20,496.00

B4

Total Cost Input Sheet 2 = B1 + B2 + B3 +B4	\$ 405,496.00
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Appendix B - Rates Workbook

1410431046 - Electric Plant Industrial Cleaning Services

EQUIPMENT OPERATING COSTS - 3 Year Estimate		Equipment Rate			
HYDROBLAST SERVICES	ESTIMATED UNITS	UNIT	COST / UNIT	FUEL USE (GAL/HOUR)	TOTAL COST (ESTIMATED UNITS x COST / UNIT)
HYDROBLAST EQUIPMENT - Standard hydroblast equipment shall include the pump, water hose, (1) gun or pedal and 200' of High Pressure Blast Hose.					
12,000 PSI Hydroblaster up to 42 GPM	120	PER HOUR	\$ 114.31	9.00	\$ 13,717.20
20,000 PSI Hydroblaster up to 20 GPM	120	PER HOUR	\$ 125.25	9.00	\$ 15,030.00
500 HP Pump, 10,000 PSI, up to 90 GPM	90	PER HOUR	\$ 169.52	15.00	\$ 15,256.80
500 HP Pump, 20,000 PSI, up to 40 GPM	90	PER HOUR	\$ 180.02	15.00	\$ 16,201.80
Hot or Cold Water Pressure Washer - 5,000 PSI	180	PER HOUR	\$ 32.85	3.00	\$ 5,913.00
Sewer Jet Truck	120	PER HOUR	\$ 66.16	7.00	\$ 7,939.20
Sewer Jet - Vacuum Combination Truck	120	PER HOUR	\$ 103.81	9.00	\$ 12,457.20
Automated Lance Machine	120	PER HOUR	\$ 26.25	0.00	\$ 3,150.00
HYDROBLAST ACCESSORIES					
Additional Hydroblast Hose over the 200 foot standard - 50' Sections	90	PER SHIFT	\$ -		\$ -
Interior Tube Cleaning Equipment - Spin Nozzle	45	PER SHIFT	\$ 63.00		\$ 2,835.00
Exterior Surface Cleaning Equipment - Spin Jet	45	PER SHIFT	\$ -		\$ -
10K PSI 2-D or 3-D Cleaning Head	45	PER SHIFT	\$ 131.25		\$ 5,906.25
10K Splitter (MGV) with gun and device	45	PER SHIFT	\$ -		\$ -
20K Splitter (MGV) with gun and device	45	PER SHIFT	\$ -		\$ -
20K PSI 3-D High Volume Cleaning Tool	45	PER SHIFT	\$ 89.25		\$ 4,016.25
20K Gopher	45	PER SHIFT	\$ 84.00		\$ 3,780.00
1/2 inch Hose Reel Machine	40	PER SHIFT	\$ 210.00		\$ 8,400.00
TOTAL COST - HYDROBLAST SERVICES					\$ 114,602.70
C1					
ULTRA HIGH PRESSURE (UHP) SERVICES					
40,000 PSI UHP Unit - includes UHP unit, 100' hose, one UHP Gun and Control Unit	90	PER HOUR	\$ 187.81	9.00	\$ 16,903.22
Additional UHP Gun	30	PER DAY	\$ -		\$ -
Additional UHP Hose - per 50' sections	120	PER DAY	\$ -		\$ -
TOTAL COST - ULTRA HIGH PRESSURE (UHP) SERVICES					\$ 16,903.22
C2					
Total Cost Input Sheet 3 = C1 + C2					\$ 131,505.92

Appendix B - Rates Workbook

1410431046 - Electric Plant Industrial Cleaning Services

EQUIPMENT OPERATING COSTS - 3 Year Estimate		Equipment Rate			
VACUUMING SERVICES	ESTIMATED UNITS	UNIT	COST / UNIT	FUEL USE (GAL/HOUR)	TOTAL COST (ESTIMATED UNITS x COST / UNIT)
VACUUMING SERVICES - Standard Vacuuming Services shall include the vacuum truck and a support truck with 100' of 6" pipe and 100' of hose.					
Wet/Dry Vacuum Truck - 3,000 Gal, 18CY, 27" Vacuum @ 5000 CFM	300	PER HOUR	\$ 72.31	9.00	\$ 21,693.00
Liquid Ring Vacuum Truck (Flammable Service)	30	PER HOUR	\$ 72.31	9.00	\$ 2,169.30
Vacuum Truck - Liquid service only (rotary vane)	30	PER HOUR	\$ 67.06	9.00	\$ 2,011.80
VACUUM ACCESSORIES					
Additional Vacuum Hose / Pipe - 20' Section	600	PER SHIFT	\$ -		\$ -
Metal Flex Vacuum Hose - 20' Section	600	PER SHIFT	\$ 71.40		\$ 42,840.00
Temperature Compensation Device - In Line	300	PER SHIFT	\$ -		\$ -
TOTAL COST - VACUUMING SERVICES					\$ 68,714.10

D1

OTHER SUPPORT EQUIPMENT - FOR INFORMATION ONLY					
Acid/Base Chemical Resistant Suit		EACH	\$ 31.50		
Atmospheric Monitoring Equipment, Portable		PER SHIFT	\$ 84.00		
Breathing Air Filter Box, Portable		PER SHIFT	\$ 84.00		
Coppus Blower, portable ventilator		PER SHIFT	\$ -		
Cut resistant body armor (Kevlar)		PER SHIFT	\$ -		
Duct Tape		EACH	\$ 4.73		
Dust Mask		EACH	\$ 1.31		
Full Face Respirator		PER DAY	\$ 10.50		
Level A PPE		EACH	\$ 21.00		
Level B PPE		EACH	\$ 15.73		
Level C PPE		EACH	\$ -		
Poly Sheeting / Roll (50' roll)		EACH	\$ 57.75		
Portable Lighting		PER SHIFT	\$ 36.75		
Purified Air Powered Respirator (PAPR)		PER SHIFT	\$ 68.25		
Safety Retrieval Device		PER SHIFT	\$ 84.00		
Tyvek Suit		EACH	\$ 4.20		
Waterblast Suit		EACH	\$ 13.65		
LS Diesel Fuel Cost at time of Bid Submission		\$/GAL			
Fuel Surcharge - this is the hourly fuel rate / gallon built into your vehicle & equipment costs		PER HOUR	\$ 2.30		

Total Cost Input Sheet 4 = D1	\$ 68,714.10
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Appendix B - Rates Workbook

1410431046 - Electric Plant Industrial Cleaning Services

#	PERSONNEL SERVICES	QUANTITY	UNIT OF MEASURE	Hourly Rate	Hours / Week	Overtime Hourly Rate Max. 1.5X (not evaluated)	Weeks / 3 Years	TOTAL COST - YEARS
1	SUPERINTENDENT	1	\$ / Hour	\$ 49.04	40	\$ 63.74	156	\$ 305,978.40
2	EQUIPMENT OPERATOR	4	\$ / Hour	\$ 29.96	40	\$ 38.96	156	\$ 747,714.24
3	TECHNICIAN	6	\$ / Hour	\$ 27.25	40	\$ 35.41	156	\$ 1,020,146.40
<p>OPTION A - Vacuum Equipment - Provide a Daily, Weekly and Monthly rate for the following vacuum equipment rental.</p> <p>Assumptions - Monthly Rate on all equipment is regardless of run hours. * The Company is responsible to track run hours to manage equipment maintenance. * If the equipment is removed from the site for maintenance or repair, a replacement shall be provided. * A piece of equipment onsite that is non-operational for > 24 hrs shall be replaced.</p>								
#	VACUUM EQUIPMENT	Quantity				Monthly Rate	Months in 3 years	3 Year Total
4	WET/DRY VACUUM TRUCK - 3,000 GAL, 18CY 27" VACUUM AT 5000 CFM	3				\$ 5,915.01	36	\$ 638,820.76
5	VACUUM PIPE 6" - 20' SECTIONS	10				\$ -	36	\$ -
6	METAL FLEX VACUUM HOSE 6" - 20' SECTIONS	6				\$ 46.90	36	\$ 10,130.40
7	METAL FLEX VACUUM HOSE 4" - 20' SECTIONS	6				\$ 39.38	36	\$ 8,506.08
8	SAFETY VACUUM BREAK 6"	3				\$ -	36	\$ -
9	SAFETY VACUUM BREAK 4"	3				\$ -	36	\$ -

Appendix B - Rates Workbook

OPTION A - Hydroblast Equipment - Monthly rate for the following vacuum equipment rental.

Assumptions - Monthly Rate on all equipment is regardless of run hours.

* The Company is responsible to track run hours to manage equipment maintenance.

* If the equipment is removed from the site for maintenance or repair, a replacement shall be provided.

* A piece of equipment onsite that is non-operational for > 24 hrs shall be replaced.

#	HYDROBLASTING EQUIPMENT	Quantity		Monthly Rate	Months in 3 years	3 Year Total
10	12,000 PSI HYDROBLASTER UP TO 42 GPM	1		\$ 3,412.50	36	\$ 122,850.00
11	10,000 PSI 3-D CLEANING HEAD	1		\$ -	36	\$ -
12	10,000 PSI 2-D CLEANING HEAD	1		\$ -	36	\$ -
13	EXTERIOR SURFACE CLEANING EQUIPMENT - SPIN JET	1		\$ -	36	\$ -
14	3/4" HP SUPPLY HOSE 10,000 PSI	4		\$ -	36	\$ -
15	1/2" HP SUPPLY HOSE 15,000 PSI	4		\$ -	36	\$ -
16	3/8" HP SUPPLY HOSE 15,000 PSI	2		\$ -	36	\$ -
17	1/4" FLEX LANCE THERMOPLASTIC 15,000 PSI	1		\$ -	36	\$ -
18	5/16" FLEX LANCE THERMOPLASTIC 15,000 PSI	1		\$ -	36	\$ -
19	20k Gopher Pipe Cleaning Nozzle	<u>1</u>		\$ -	36	\$ -
20	15K Dump Style Hand-Held Control Gun	<u>1</u>		\$ -	36	\$ -
21	15K Dump Style Foot - Valve	<u>1</u>		\$ -	36	\$ -
#	SUPPORT EQUIPMENT	Quantity		Monthly Rate	Months in 3 years	3 Year Total
22	PULL BEHIND TRAILER	1		\$ -	36	\$ -
23	SUPPORT VEHICLE (EQUIPMENT & ACCESSORIES)	1		\$ 846.72	36	\$ 30,481.92
24	GOLF CART (to include gas and all maintenance costs)	3		\$ -	36	\$ -
#	SUPPORT EQUIPMENT (consumables)	Quantity		Monthly Rate	Months in 3 years	3 Year Total
25	DUCT TAPE	96		\$ 4.73	36	\$ 16,346.88
26	DUST MASK	194		\$ 1.31	36	\$ 9,149.04
27	TYVEK SUIT	194		\$ 4.20	36	\$ 29,332.80

Total Cost OPTION A - THREE YEAR TOTAL	\$ 2,884,628.20
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JEA WILL SUPPLY THE FOLLOWING:

FUEL (ON-ROAD) ULTRA LOW SULFUR DIESEL, ALTERNATIVELY JEA MAY ELECT TO HAVE CONTRACTOR PROVIDE FUEL AT COST

6" VACUUM FLEX HOSES

4" VACUUM FLEX HOSES

CONFINED SPACE MONITOR



Formal Bid and Award System

Award #14 December 16, 2021

Type of Award Request: PROPOSAL (RFP)
Requestor Name: Phelps, Charles, Material Handling Operator Maintainer II
Requestor Phone: (904) 665-6382
Project Title: Industrial Cleaning Services
Project Number: See Attached
Project Location: JEA
Funds: O&M
Budget Estimate: Award to Budget of \$1,092,900.00

Scope of Work:

The purpose of this solicitation is to contract the services of an industrial cleaning contractor to provide services described herein (“Work”).

The scope of work includes furnishing all supervision, labor, materials, tools, equipment, consumables, and subcontracts necessary for industrial cleaning services primarily at JEA electric generating facilities. Services shall include, but not be limited to, the following:

- Wet & Dry Vacuuming Services
- Hydroblasting & Ultra High Pressure (UHP) Cleaning Services
- Chemical Cleaning Services (pricing will be requested on a per project basis)
- High Volume Pump Services
- Fugitive Dust Control Services

JEA has electric power generation equipment at four locations: Northside Generating Station, Brandy Branch Generating Station, Kennedy Generating Station, and Greenland Energy Center.

Additionally, this contract may be used to provide support to other JEA facilities, water, and wastewater locations on an as needed basis. The Water/Wastewater (W/WW) groups will evaluate rates submitted and make a determination if W/WW budget will be added to the forecast award.

As a part of this Bid, JEA required Bidders to submit hourly and equipment rates to provide a 40 hour / week industrial cleaning with a twelve man crew. This Bid requirement is referred to Option A.

JEA IFB/RFP/State/City/GSA#: 1410431046
Purchasing Agent: Lovgren, Rodney
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
THOMPSON INDUSTRIAL SERVICES LLC	Mike Bertram	mbertram@thompsonind.com	104 N. Main Street, Sumter, SC 29150	(803) 968 – 0687	\$765,030.00

MPW INDUSTRIAL SERVICES, INC.	John Stoughton	jstoughton@mpwservices.com	9711 Lancaster Rd. SE, Hebron, Ohio 43025	800-827-8790	\$327,870.00
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Amount for entire term of Contract/PO: \$1,092,900.00

Award Amount for remainder of this FY: \$258,046.13

Length of Contract/PO Term: Three (3) Years, w/ Two (2) – 1 Yr. Renewals

Begin Date (mm/dd/yyyy): 12/22/2021

End Date (mm/dd/yyyy): 12/21/2024

JSEB Requirement: N/A - Optional

PROPOSERS:

Name	Points	Rank	Total Bid Price
THOMPSON INDUSTRIAL SERVICES LLC	96.2	1	\$708,935.30
MPW INDUSTRIAL SERVICES, INC.	85.3	2	\$733,351.45
ENVIROVAC	68.8	3	\$937,420.70
CESI	58.4	4	\$1,704,713.88

Background/Recommendations:

Advertised on 09/27/2021. Five (5) prime companies attended the mandatory pre-proposal meeting held on 10/01/2021. At proposal opening on 10/26/2021, JEA received four (4) Proposals. The companies were evaluated based on price, work approach and safety. Thompson Industrial Services and MPW Industrial Services are the highest evaluated proposing companies. A copy of the evaluation matrix, proposals and rate sheets are attached as backup.

JEA awards two (2) contracts for this type of work (Primary and Secondary) on a 70 / 30 split to ensure all facilities have access to sufficient contractors for outages and any ad hoc services. The budget for power generation facilities is \$250,000.00 annually.

The W/WW groups currently contract out their various different industrial cleaning services via independent bids and contracts (currently Williams Industrial and Universal Services). Being that some of the service types provided to the power plants (hydro-blasting, vacuuming, pit cleaning, etc.) is similar to W/WW industrial cleaning needs, they have added \$114,300.00 to the budget per year to this award to allow trial usage of these contractors.

JEA has reviewed the submitted Option A rates vs. JEA's forecast of managing the services with contract employees and JEA equipment, based on a 40 hour per week schedule. This topic was previously discussed at the Awards committee 9/23/2021. At that time JEA noted additional vetting would be performed once bids were received. Based on the submitted rates from the lowest Option A prices from MPW vs. JEA managed services; JEA forecasts a savings of \$1,178,236.00 (for the three year term) by managing the work directly and using JEA owned equipment. The pricing evaluation included labor and equipment rates of the outside contractor vs. JEA managed contract labor (via WorkSpend) and JEA owned equipment. The evaluation of annual maintenance and overhaul of JEA equipment, which is fully amortized, was included to make the evaluation equivalent (apples to apples). Based on this evaluation, it was decided to move forward without Option A pricing.

When comparing Thompson's evaluated Total Bid Price of \$708,935.30, to the incumbent rates against the bid forecast (MPW) \$684,017.50, there is a 3.64% increase. Since the Award Amount is based on the budget and not the bid forecast, when applying the 3.64% increase to the budget numbers there is an estimated spend increase on rates of \$38,413.47. The estimated spend increase on rates deducted from the estimated savings from insourcing management, equipment and contract crew of \$1,178,236.00, results in an aggregate three forecast savings of \$1,139,822.53. Considering market conditions pricing is deemed considered reasonable. JEA is allowing a CPI adjustment annually on labor rates, and equipment rates are fixed with allowances for fuel. Markups are fixed based on cost plus model for ad-hoc materials and subcontractor support services.

1410431046 – Request approval to award a contract to Thompson Industrial Services in the amount of \$765,030.00 and MPW Industrial Services in the amount of \$327,870.00 for Industrial Cleaning services, for a not-to-exceed amount of \$1,092,900.00, subject to the availability of lawfully appropriated funds.

Manager: Crabtree, Jeremy D. - Mgr NGS Operations
Sr. Manager: Wilds, Brian E. - Sr Mgr Energy Production & Material Handling Operations
Director: Stancin, James M. - Dir Energy Production CTs
Sr. Director: Kipp, James R. - Sr Dir Generation
VP: Erixton, Ricky D. - VP Electric Systems

APPROVALS:

Stephen Dab 12/16/21

Chairman, Awards Committee **Date**

Laure A Whitmer 12/20/21

Budget Representative **Date**



Formal Bid and Award System

Award #15 December 16, 2021

Type of Award Request: RENEWAL
Requestor Name: Gonzalez Vargas, Freddy - Mgr Wastewater Treatment and Reuse
Requestor Phone: (939) 252-0641
Project Title: Liquid Emulsion Polymer
Project Number: Various
Project Location: JEA
Funds: O&M
Budget Estimate: \$1,488,178.77 (Budget Amount)

Scope of Work:

The purpose of this Invitation for Bid (IFB) is to solicit competitive Bids from a supplier that can reliably supply bulk liquid emulsion polymer for use in the thickening and drying of wastewater biosolids.

JEA IFB/RFP/State/City/GSA#: 115-16

Purchasing Agent: Brown, Darriel D.

Is this a Ratification?: YES (Partial)

The updated pricing took effect on 12/01/2021. No payments have been made under the updated pricing system.

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
POLYDYNE INC.	Chris Cherp	ccherp@polydyneinc.com	One Chemical Plant Rd. Riceboro, GA 31323	(941)961-3998	\$1,488,178.77

Amount of Original Award: \$3,490,500.00
Date of Original Award: 02/09/2017
Change Order Amount: \$1,488,178.77
New Not-To-Exceed Amount: \$4,978,678.77
Length of Contract/PO Term: Five (5) Years w/One (1) – 1 Yr. Renewal
Begin Date: 02/09/2017
End Date: 02/08/2023
Renewal Options: None Remaining
JSEB Requirement: N/A – Specialty services

Background/Recommendations:

Originally approved by the Awards Committee on 02/09/2017 in the amount of \$3,490,500.00. A copy of the award document is attached for reference.

Under the original contract, JEA received fixed pricing of \$0.537/lb for the 5-year term of the contract. When JEA notified Polydyne of the intent to renew the contract, Polydyne asked for a new price of \$1.70/lb (217% increase) for the 1-year renewal term; or alternatively, \$1.40/lb (161% increase) if JEA agreed to an increase starting 12/01/2021. Polydyne stated these increases were due to increased costs in raw materials, as well as increased transportation/trucking costs. JEA researched market conditions, and

pricing with other utilities, and determined that this increase was more favorable than pricing that would have resulted from going to bid. This research showed that Hillsborough County, FL had accepted an increase from \$1.05/lb to \$1.35/lb as the result of a renewal. The research also showed that the City of Boca Raton, FL conducted a bid that resulted in their pricing increasing from \$1.00/lb to \$1.75/lb with Polydyne, Inc. as the lowest bidder. The market demand for polymers has increased dramatically since these polymers were initially bid, as well as a condensed supplier base due to mergers and acquisitions. JEA has decided that it is in our best interest to renew with this price increase. JEA is awarding to our updated budget for polymers with Polydyne. JEA will be bidding out the purchase of these chemicals prior to the end of the renewal term.

Request approval to award a contract renewal to Polydyne Inc. for Liquid Emulsion Polymer in the amount of \$1,488,178.77, for a new not-to-exceed of \$4,978,678.77, subject to the availability of lawfully appropriated funds.

Director: Sgambettera, John J. - Dir WW and Reuse Treatment

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

APPROVALS:

Stephen Doty 12/16/21

Chairman, Awards Committee **Date**

Laure A Whitmer 12/20/21

Budget Representative **Date**



Formal Bid and Award System

Award #6 January 19, 2023

Type of Award Request: INVITATION TO NEGOTIATE (ITN)
Request #: 624
Requestor Name: Benavides, Maria L.
Requestor Phone: (904) 665-7046
Project Title: Professional Services for Cisco Contact from UCCE 11.6 to PCCE 12.6
Project Number: 8007953
Project Location: JEA
Funds: Capital
Business Unit Estimate: \$360,000.00

Scope of Work:

JEA seeks Professional Services for Cisco Contact from UCCE 11.6 to PCCE 12.6 to provide full platform and application services to migrate JEA from their current Cisco Unified Contact Center Enterprise (UCCE 11.6) platform with CVP, to a newly built Cisco Packaged Contact Center Enterprise (PCCE 12.6) platform in its dual site deployment. The proposed platform is expected to build alongside the current UCCE production platform on new Cisco servers. The core components shall be sized to support all of JEA agents (150), and simultaneous Agent/IVR calls, across the entire enterprise. Inputs from JEA’s historical, current, and future plans shall be used to run the Cisco Sizing Tool for resource allocation and version requirements that will then be submitted to the Cisco A2Q team for design and sizing approval.

JEA IFB/RFP/State/City/GSA#: 1410937246
Purchasing Agent: Dambrose, Nickolas C.
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
PROSYS, INC.	Sean Tolle	Sean.Tolle@computacenter.com	6025 The Corners Pkwy, Ste 120 Norcross, GA 30092	(888)337-2626	\$330,250.18

Amount for entire term of Contract/PO: \$330,250.18
Award Amount for remainder of this FY: \$330,250.18
Length of Contract/PO Term: Project Completion
Begin Date (mm/dd/yyyy): 02/01/2023
End Date (mm/dd/yyyy): Project Completion (Estimated 9 months to complete)
JSEB Requirement: N/A – Specialty service

RESPONDENTS:

Name	Original			BAFO			Disqualified?
	Bid Amount	Score	Rank	Bid Amount	Score	Rank	
PROSYS	\$330,250.18	88.73	1	\$330,250.18	88.73	1	No
PRESIDIO	\$288,900.00	87.77	2	\$288,900.00	87.77	2	No
SENTINEL TECHNOLOGIES	N/A	N/A	N/A	N/A	N/A	N/A	Yes – Didn’t meet Minimum Qualifications

Background/Recommendations:

Advertised 10/18/2022. Three (3) Companies attended the optional pre-response meeting held on 10/26/2022. At Response opening on 11/15/2022, JEA received three (3) Responses. Sentinel Technologies was disqualified for not meeting the minimum qualifications. The Responses were evaluated on price, professional staff experience, past performance, design approach and work plan. JEA shortlisted two (2) Companies, Prosys and Presidio for Best and Final Offers (BAFOs). BAFOs were submitted on 01/05/2023. Prosys is deemed the highest responsible and responsive Respondent. A copy of the Response form, workbook and evaluation matrix summary is attached as back-up.

This award request for \$330,250.18 is for an estimated nine (9) month project completion term to provide consulting services for JEA’s transition of the current Cisco Unified Contact Center Enterprise (UCCE 11.6) platform with CVP, to a newly built Cisco Packaged Contact Center Enterprise (PCCE 12.6) platform in its dual site deployment. JEA intends to complete this scope of work by the end of FY23 on 09/23/2023. The current IVR system at JEA will go out of support in September 2023. JEA is immediately replacing the critical IVR functionality prior to Storm Season to ensure business continuity. The remaining project term shall deliver less critical business functionality. When complete, the new version will provide enhanced functionality and stability needed for this system.

1410937246– Request approval to award a contract to Prosys, Inc. for Professional Services for Cisco Contact from UCCE 11.6 to PCCE 12.6 in the amount of \$330,250.18, subject to the availability of lawfully appropriate funds.

Manager: Benavides, Maria L. – Mgr. Technology Project Management
Director: Edgar, Cynthia. – Dir. Technology Services PMO
VP: Selders, Steven – VP Application Delivery and Enterprise Architecture
CIO: Krol, Bradley – Chief Information Officer

APPROVALS:

Chairman, Awards Committee **Date**

Budget Representative **Date**

S.No	Question	Weightage	Scorer	Scores		
				PROSYS (SEAN.TOLLE@PROSYS.COM)	ESIDIO NETWORKED SOLUTIONS LLC (RWATKINS@PRESIDIO.CO)	SENTINEL TECHNOLOGIES (rfaught@sentinel.com)
				Weighted Scores	Weighted Scores	Weighted Scores
Grand Total of Scores				88.73	87.77	N/A
Supplier Rank				1	2	3
1	(40) Quotation of Rates	40		94.8 34.9 (\$230,250.18)	49 40 (\$288,900.00)	N/A
1.2	Quotation of Rates	100		34.8 34.9	40.49	0
			Nick Damrose	34.8 34.9	40.49	0
2	um Qualifications (Past Performance / Company	10		9.67	10	N/A
2.5	Reference 1	50		4.67	5	0
			Landon Todd	5	5	0
			Angela DuBose	5	5	0
			Jamie Brown	4	5	0
				5	5	0
2.7	Reference 2	50		5	5	0
			Landon Todd	5	5	0
			Angela DuBose	5	5	0
			Jamie Brown	5	5	0
3	erience, Location and Availability of Professional	10		8.83	9.1	N/A
3.1	Experience, Location and Availability of Professional PersonnelMaximum Score: 10 PointsRespondent shall provide a maximum of four (4) resumes of the	100		8.83	9.1	0
			Landon Todd	7	9	0
			Angela DuBose	10	9.3	0
			Jamie Brown	9.5	9	0
4	(40) Design Approach and Workplan	40		35.33	28.67	N/A
4.1	Maximum score: 40 PointsRespondent must provide an explanation of how it typically manages its engagements to realize project budgetary goals.	100		35.33	28.67	0
			Landon Todd	28	36	0
			Angela DuBose	40	30	0
			Jamie Brown	38	20	0

1410937246 - Professional Services for Cisco Contact from UCCE 11.6 to PCCE 12.6
 Addendum 3 Appendix B - Response Workbook (BAFO)

SECTION 1. HOURLY RATES (BLENDED)				
The following hourly rates shall apply to successfully complete all of the deliverables of the Professional Services for Cisco Contact from UCCE 11.6 to PCCE 12.6 as described in the Solicitation Document. All bid prices shall include all travel, parts, tools and materials to complete the service. No additional fees shall apply.				
ITEM NO.	TITLE OF TEAM MEMBER	% WEIGHT	HOURLY RATE	BLENDED HOURLY RATE
1.1.1	Lead Project Manager	16.7%	\$166.00	\$ 27.72
1.1.2	Solutions Architect	11.7%	\$235.00	\$ 27.50
1.1.3	Lead Engineer	37.4%	\$207.00	\$ 77.42
1.1.4	Lead Developer	34.2%	\$171.00	\$ 58.48
1.1.5	Total Blended Hourly Rate for Professional Services for Cisco Contact from UCCE 11.6 to PCCE 12.6			\$ 191.12

SECTION 2. NOT TO EXCEED HOURS			
The following not to exceed hours shall apply to successfully complete the deliverables of the Professional Services for Cisco Contact from UCCE 11.6 to PCCE 12.6 as described in the Solicitation Document			
ITEM NO.	DELIVERABLE	NOT TO EXCEED HOURS	
2.1.1	JEA Acceptance 50% Completion	864	
2.1.2	JEA Acceptance 75% Completion	432	
2.1.3	JEA Acceptance 100% Completion	432	
2.1.4	Total Not to Exceed Hours for Consulting Services - Enterprise IT User Experience		1728

ITEM NO.	This Amount Will Be Transferred To Page 1 of Appendix B - Response Form		
3.1	Total Price - JEA Acceptance 50% Completion	\$	165,125.09
3.2	Total Price - JEA Acceptance 75% Completion	\$	82,562.54
3.3	Total Price - JEA Acceptance 100% Completion	\$	82,562.54
3.4	Total Bid Price (Transfer this Amount where indicated in Zycus)	\$	330,250.18

Cruz, Aileen

From: Tolle, Sean (PRO) <Sean.Tolle@prosysis.com>
Sent: Thursday, January 5, 2023 12:36 PM
To: Dambrose, Nickolas C.; Tolle, Sean (PRO)
Cc: Woyak, Nathan J
Subject: Re: JEA Procurement Notification - Best and Final Offer (BAFO)
Attachments: ProSys Response 2023_01_04 Addendum 3 Appendix B - Response Workbook (BAFO)[1].xlsx
Importance: High

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

Good afternoon Nickolas,

Attached is our “best and final” response to JEA’s Addendum 3 Appendix B to Solicitation #1410937246 ITN – **ITN – Professional Services for Cisco Contact from UCCE 11.6 to PCCE 12.6.**

You will notice our Price and Level of Effort (“LOE”) Hours Estimate remains unchanged as we believe it is already extremely accurate based on our extensive “hands on” experience and current insight into JEA’s existing environment. ProSys included all aspects of the upgrade based on the RFP Scope and the Open Vendor Q/A Session. In the Q/A Session ProSys specifically asked about certain items and JEA’s response was to include them. Some of those items included in the ProSys bid are:

1. Technology Refresh upgrades to be performed for two full UCCE contact center environments (QA UCCE 11.6 & PROD UCCE 11.6). These must be upgraded separately from each other and in essence will require 2 full UCCE upgrades to be performed.
2. Enterprise Chat and Email (“ECE”) – This product was previously implemented by ProSys at JEA and while it was not called out in the RFP Solicitation, it was mentioned in the Q/A Session as in Scope. Due to our knowledge of JEA’s infrastructure, ProSys knows the ECE has be rebuilt for the upgrade.
3. Self-Service Apps – ProSys understands that JEA’s self-service applications in the existing UCCE environment and how those apps are utilized to fulfill callers’/customers’ requests without having to speak to an agent. Because the Java version changes from 11.6 to 12.x, all the self-service applications must be re-compiled using Java 8. This also means additional testing is required to validate this does not impact performance of these self-service applications.
4. Courtesy Callback – This is another recent deployment done by ProSys in JEA’s contact center environment and will require some extra configuration to the Technology Refresh Upgrade to function properly.

If JEA is seeing other bids with a significantly lower LOE than ProSys’, we strongly urge JEA to inspect those bids and ensure they are “apples to apples” in scope and took into consideration the extensive details of JEA’s current UCCE design and application builds. For all the aforementioned reasons ProSys stands behind our original LOE as accurate and believes it will take 1700+ hours of effort to complete a q

uality upgrade project for JEA.

Please let us know if you have further questions. We look forward to JEA’s decision.

Thanks,
Sean

From: Nickolas Dambrose <dambnc@jea.com>
Date: Tuesday, January 3, 2023 at 12:39 PM
To: "Tolle, Sean (PRO)" <Sean.Tolle@prosysis.com>
Cc: "Woyak, Nathan J" <woyanj@jea.com>
Subject: JEA Procurement Notification - Best and Final Offer (BAFO)

EXTERNAL EMAIL - EXERCISE CARE WITH LINKS AND ATTACHMENTS

Hello Sean,
 JEA provides this email as Addendum 3 to Solicitation #1410937246 ITN – **ITN – Professional Services for Cisco Contact from UCCE 11.6 to PCCE 12.6**. Any requests for clarifications shall be via email to dambnc@jea.com. (Any Clarification responses shall be provided to all shortlisted respondents. JEA provides the following feedback on your current pricing proposal.

				PROSYS
SECTION 1. HOURLY RATES (BLENDED)				
The following hourly rates shall apply to successfully complete all of the deliverables of the Professional Services for Cisco Contact from UCCE 11.6 to PCCE 12.6 as described in the Solicitation Document. All bid prices shall include all travel, parts, tools and materials to complete the service. No additional fees shall apply.				
ITEM NO.	TITLE OF TEAM MEMBER	% WEIGHT	HOURLY RATE	BLENDED HOURLY RATE
1.1.1	Lead Project Manager			
1.1.2	Solutions Architect			
1.1.3	Lead Engineer			
1.1.4	Lead Developer			
1.1.5	Total Blended Hourly Rate for Professional Services for Cisco Contact from UCCE 11.6 to PCCE 12.6			
SECTION 2. NOT TO EXCEED HOURS				
The following not to exceed hours shall apply to successfully complete the deliverables of the Professional Services for Cisco Contact from UCCE 11.6 to PCCE 12.6 described in the Solicitation Document				
ITEM NO.	DELIVERABLE	NOT TO EXCEED HOURS		
2.1.1	JEA Acceptance 50% Completion			
2.1.2	JEA Acceptance 75% Completion			
2.1.3	JEA Acceptance 100% Completion			
2.1.4	Total Not to Exceed Hours for Consulting Services - Enterprise IT User Experience			
ITEM NO. This Amount Will Be Transferred To Page 1 of Appendix B - Response Form				
3.1	Total Price - JEA Acceptance 50% Completion			
3.2	Total Price - JEA Acceptance 75% Completion			
3.3	Total Price - JEA Acceptance 100% Completion			
3.4	Total Bid Price (Transfer this Amount where indicated in Zyous)			
Key				
	> 0% below the average			
	0% - 7% above the average			
	> 7% above the average			
	no feedback available			

Nickolas Dambrose, CPSM
 Procurement Senior Buyer
dambnc@jea.com

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Formal Bid and Award System

Award #7 January 19, 2023

Type of Award Request: SINGLE SOURCE
Request: 710
Requestor Name: Michael Baldwin
Requestor Phone: 904-665-
Project Title: NGS CFB N02 – A2/E2 Fuel Feeder Replacement Project
Project Number: 8008359
Project Location: JEA
Funds: Capital
Business Unit Estimate \$1,048,522.00

Scope of Work:

This is a request to purchase replacement conveyor fuel drops from OEM. Equipment includes three (3 EA) A2 fuel drops (Thorburn Part #JEA-060-02), three (3 EA) A2 fuel drop thermal pipes (Thorburn Part #JEA-060-03) and three (3 EA) E2 fuel drops (Thorburn Part #JEA-06-01).

Project is to replace the A2/E2 fuel feeder drag conveyors, all six A2 & E2 fuel drops, and associated equipment due to advanced damage/ wear. The drag conveyors have substantial corrosion and erosion-based damage which has compromised the integrity of the feeder drops. The equipment replacement is planned to be accomplished by the General Construction Contractors during the fall outage.

Pursuant to section 3 – 112 of the JEA Purchasing Code - 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:

(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;

The use of the OEM for Fabrication & Installation reduces operational risk, outage duration and potential for defects in allowing non-OEM fabricated equipment.

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

Purchasing Agent: Lovgren, Rodney D.
Is this a ratification?: NO
If yes, explain: N/A

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
THORBURN FLEX, INC.	Sandra Amelotte	Contracts@thorburnflex .com	165 Oneida, Pointe-Claire, (Quebec) Canada H9R-1A9	(918) 491-9191	\$931,797.00

Amount for entire term of Contract/PO: \$931,797.00
Award Amount for remainder of this FY: \$931,797.00
Length of Contract/PO Term: Project Completion
Begin Date (mm/dd/yyyy): 01/29/2023
End Date (mm/dd/yyyy): Project Completion (Expected 09/30/2023)
JSEB Requirement: N/A – Single Source

Background/Recommendations:

The drag conveyor and feeder drops have reached their end of life and require replacement. Since 2016, according to plant records, there have been six rear wall feeder breaches, resulting in lost MWh. During that same period, there have been over 40 Plant Work Orders (PWOs) associated with fuel leaks within the feeders and associated drops in addition to various mechanical failures or other issues on the rear wall feeders/ drops. Equipment leaks allow the accumulation of coal and coal dust along equipment and build-up of fuel below the unit. Coal build-up poses a potential safety risk due to combustion capability.

The engineered equipment consists of 12” diameter stainless steel piping sections, associated flanges, expansions joints and reducers constructed of a combination of SA-312 stainless steel with bellows assemblies constructed of SA-240. Fabrication internals are coated with tungsten carbide.

The award amount is eleven percent (11%) below the Business Unit Estimate. The last time similar work was last performed in 2009, the historical price was \$250k. When considering the potential impact to the plant from reduced operations or downtime and safety risks, the price is considered reasonable.

Request approval to award a single sourced contract to Thorburn Flex, Inc. for supply of Unit 2 Rear Wall fuel feeder equipment replacement project in the amount of \$931,797.00, subject to the availability of lawfully appropriated funds.

Manager: Akrayi, Jamila R. – Mgr. Project Management
Sr. Director: Acs, Gabor. – Sr. Dir. Engineering & Projects
VP: Melendez, Pedro A. - VP Planning Engineering & Construction

APPROVALS:

Chairman, Awards Committee **Date**

Budget Representative **Date**

Contract Terms & Conditions
for
Specialized Services & Engineered Equipment

6.4. SECTION TITLE: DEFINITIONS [JEA-511]

6.4.1. Definitions [JEA-C457]

Words and terms defined in this section shall have the same meaning throughout all parts of the Contract Documents. Where intended to convey the meaning consistent with that set forth in its definition, a defined word or term is marked by initial capitalization. The "Technical Specifications" part may define additional words and terms where necessary to clarify the Work. Unless otherwise stated in the Contract Documents, definitions set forth in the "Technical Specifications" shall apply only within the "Technical Specifications."

6.4.2. Definition: Acceptance [JEA-C221]

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

6.4.3. Definition: Addendum/Addenda [JEA-C222]

A change or changes to the Solicitation issued in writing by the JEA Procurement Department and incorporated into the Solicitation and Contract Documents.

6.4.4. Definition: Award [JEA-C225]

The issuance of a Purchase Order by the JEA Procurement Department to the Company notifying the Company that it has been authorized by JEA to perform the Work.

6.4.5. Definition: Bid Document [JEA-C226]

The section of the Solicitation titled Bid Document, completed in its entirety and in accordance with the Solicitation, and submitted to JEA as the Company's offer which includes Bid forms, certifications and other required submittals.

6.4.6. Definition: Bid or Proposal [JEA-C228]

The document describing the Bidder's offer submitted in response to this Solicitation. Bid and Proposal shall be considered synonymous for the purpose of this Contract.

6.4.7. Definition: Bid Price [JEA-C229]

The total dollar amount of the Bidder's offer including, but not limited to, all labor, materials, overheads, profits, other expense, and any and all other cost items incurred by the Bidder in successfully performing the Work in accordance with the Contract Documents.

6.4.8. Definition: Bid Section [JEA-C227]

The office located at 21 West Church Street, Jacksonville, FL, on the first floor of the JEA Tower building, and where Bids are administered and received.

6.4.9. Definition: Bidder or Proposer [JEA-C230]

The respondent to this Solicitation. Bidder and Proposer shall be considered synonymous for the purpose of this Solicitation.

6.4.10. Definition: Change Order [JEA-C231]

A written order issued by the JEA Procurement Department after execution of the Contract to the Company signed by the Contract Administrator or his designated representative and authorizing an addition, deletion, or revision of the Work, or an adjustment in the Contract Price or the Contract Time. Change Orders do not authorize expenditures greater than the monies encumbered by JEA, which is shown on the associated Purchase Order(s). An executed Change Order resolves all issues related to price and time for the work included in the Change Order.

6.4.11. Definition: Company [JEA-C232]

The legal person, firm, corporation or any other entity or business relationship with whom JEA has executed the Contract. Where the word "Company" is used it shall also include permitted assigns. Contractor and Company shall be considered synonymous for the purpose of the Contract.

6.4.12. Definition: Company Representative [JEA-C233]

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

6.4.13. Definition: Company Supervisor [JEA-C234]

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

6.4.14. Definition: Contract [JEA-C235] ***

The agreement between the Company and JEA as evidenced by this Contract including Exhibits

6.4.15. Definition: Contract Administrator [JEA-C236]

The individual assigned by JEA to have authority over the Contract, including the authority to negotiate all elements of the Contract with the Company, authorize Change Orders within the maximum amount awarded, terminate the Contract, seek remedies for nonperformance including termination, and otherwise act on behalf of JEA in all matters regarding the Contract. The Contract Administrator may authorize JEA Representative in writing to make minor changes to Field Work with the intent of preventing Work disruption.

6.4.16. Definition: Contract Documents [JEA-C237]

Contract Documents means the Contract and any written Change Orders, amendments or Purchase Orders executed by JEA.

6.4.17. Definition: Contract Price [JEA-C238]

The total amount payable to the Company under the Contract, as set forth in Exhibit A.

6.4.18. Definition: Contract Time

[JEA-C239]

The number of calendar days or the period of time from when the written Notice to Proceed is issued to the Company, to the date Company has agreed to complete the Work, as set forth in the Contract Documents.

6.4.19. Definition: Defect [JEA-C242]

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

6.4.20. Definition: Final Completion [JEA-C246]

The point in time after JEA has Accepted the Work, in accordance with Section 6.5, Acceptance,, and the Company has fulfilled all requirements of the Contract Documents.

6.4.21. Definition: Holidays [JEA-C247]

The following days: New Year's Day, Martin Luther King's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day

6.4.22. Definition: Invoice [JEA-C249]

A document seeking payment to Company from JEA for all or a portion of the Work, in accordance with the Contract Documents, and including at a minimum the following items: the Company name and address, a description of the product(s) or service(s) rendered, a valid JEA PO number, the amount payable, the payee name and address, any associated JSEB forms and any other supporting documentation required by the Contract Documents.

6.4.23. Definition: JEA [JEA-C250]

JEA on its own behalf, and when the Work involves St. Johns River Power Park (SJRPP), as agent for Florida Power & Light Company (FPL). JEA and FPL are co-owners of SJRPP.

6.4.24. Definition: JEA Representatives [JEA-C253]

The Contract Administrator, Contract Inspector, Contract Administrator's Representative, JEA Engineer, Field Engineer, Project Manager, and other persons designated by the Contract Administrator as JEA Representatives acting in a capacity related to the Work or Contract under the authority of the Contract Administrator.

6.4.25. Definition: Milestone [JEA-C254]

A point in time representing a key or important intermediate event in the Work. A Milestone is to be capable of validation by meeting all of the items prescribed in a defining checklist as agreed to in writing by JEA.

6.4.26. Definition: Overtime [JEA-C256]

Work approved in writing by the Contract Administrator that is required to be performed beyond an employee's scheduled workday or work week, including Work performed on Holidays.

6.4.26. Definition: Payment and Performance Bond Not Used for Equipment Orders

6.4.27. Definition: Performance - Acceptable Performance/Performer Not Used for Equipment Orders

6.4.28. Definition: Performance - Top Performance/Performer Not Used for Equipment Orders

6.4.29. Definition: Performance - Unacceptable Performance/Performer [JEA-C260]

The Company averages less than 2.80 across all scorecard evaluation metrics, or scores a 1.0 on any one metric regardless of average, or receives a score of 2.0 on the same metric on two sequential performance evaluations.

6.4.30. Definition: Pre-Work Meeting Not Used for Equipment Orders

6.4.31. Definition: Purchase Order (PO) [JEA-C263]

A Work authorization document issued by the JEA Procurement Department with the words "Purchase Order" clearly marked across the top, a PO number used for reference shown on the front, a description of the Work or a listing of the applicable Contract Documents, an authorized JEA signature and stating the amount of lawfully authorized funds. Purchase Orders are the only documents that authorize changes to the total amount authorized on the Contract.

6.4.32. Definition: Quality Assurance [JEA-C265]

Actions that JEA takes to assess the Company's performance under the Contract.

6.4.33. Definition: Quality Control [JEA-C266]

Actions that the Company takes to ensure it successfully completes the Work in full accordance with the Contract Documents.

6.4.34. Definition: Solicitation [JEA-C270]

The document (which may be electronic) issued by the JEA Procurement Department to solicit Bids or Proposals from Bidders that includes, but is not limited to, the Bid Document, samples of documents and Addenda.

6.4.35. Definition: Subcontractor [JEA-C271]

A provider of services performing Work under contract for the Company.

6.4.36. Definition: Substantial Completion [JEA-C272]

The time when JEA determines that the Work (or a specified part thereof) is sufficiently complete to be utilized for the purposes for which it is intended or ready for JEA or other contractors to perform subsequent portions of the Work. Recognition of the Work as Substantially Complete, as evidenced by issuance of a Certificate of Substantial Completion, does not represent JEA's Acceptance of the Work.

6.4.37. Definition: Summary Schedule [JEA-C273]

A diagram displaying the Milestones for the Work graphically positioned on a timeline, showing at a minimum the calendar dates on which each Milestone is scheduled to be completed for Acceptance.

6.4.38. Definition: Term [JEA-C274]

The period of time during which the Contract is in force, from formal notice of Award to Final Completion, or termination. In some cases, and as expressly stated, some of the Contract requirements may extend beyond the Term of the Contract.

6.4.39. Definition: Unit Prices [JEA-C275]

The Bidder's charges, rounded to the nearest cent, to JEA for the performance of each respective unit of Work as defined on the Bid Documents for all items required for successfully performing the Work through Acceptance.

6.4.40. Definition: Work [JEA-C276]

Work includes all Services (defined as inspection, testing, technical direction, installation and/or repair services, all as

further defined in the Contract Documents), Parts (defined as materials, tools, and equipment, all as specifically listed in the Contract Documents), and responsibilities to be furnished or performed by the Company under the Contract, together with all other additional necessities that are not specifically recited in the Contract, but can be reasonably inferred as necessary to complete all obligations and fully satisfy the intent of the Contract.

6.4.41. Definition: Work Location [JEA-C277]

The place or places where the Work is performed, excluding the properties of the Company and/or the Subcontractor(s).

6.5. SECTION TITLE: ACCEPTANCE [JEA-512]

6.5.1. Acceptance of Services - After Receipt, Inspection, Usage and Testing [JEA-C279] ***

The Contract Administrator will make the determination when Work is completed and there is Acceptance by JEA. Acceptance will be made by JEA only in writing, and after adequate time to ensure Work is performed in accordance with Contract Documents. JEA will reject any items delivered by Company that are not in accordance with the Contract, and shall not be deemed to have accepted any items until JEA has had reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the items has become apparent. JEA may partially accept the Work items. If JEA elects to accept nonconforming items, it may in addition to other remedies, be entitled to deduct a reasonable amount from the price as compensation for the nonconformity. Any Acceptance by JEA, even if nonconditional, shall not be deemed a waiver, or settlement or acceptance of any Defect.

Specifically, the following shall be required prior to Acceptance:

Q--AcceptanceList--Q

6.5.2. Acceptance of Parts Delivery

The Contract Administrator will make the determination when the Work is completed and there is Acceptance by JEA. Acceptance will be made by JEA only in writing to ensure Work is performed in accordance with Contract Documents. If written notice is not received from JEA within 48 hours after delivery, the parts will be deemed Accepted. JEA will reject any items delivered by Company that are not in accordance with the Contract, JEA may partially accept the Work items. If JEA elects to accept nonconforming items, it may in addition to other remedies, be entitled to deduct a reasonable amount from the price as compensation for the nonconformity. Any Acceptance by JEA, even if nonconditional, shall not be deemed a waiver, or settlement or acceptance of any Defect.

6.6. SECTION TITLE: PRICE & PAYMENTS [JEA-513]

6.6.1. Certificate of Contract Completion and Final Payment [JEA-C281]

The Company shall complete and submit to JEA the Certificate of Contract Completion as notice that the Work, including the correction of all deficiencies, is complete. By submitting the certificate, the Company certifies the following:

that the Work has been satisfactorily completed;
that no liens have attached against the property and improvements of JEA;
that no notice of intention to claim liens are outstanding;
that no suits are pending by reason of the Work;
that all workers' compensation claims known to the Company have been reported to JEA;
that the surety provides a release; and
that no public liability claims are pending.

The Company shall submit its final Invoice and the "Consent of Surety for Release of Retainage", if applicable, with the completed Certificate of Contract Completion. JEA shall make final payment on the Contract in accordance with the provisions of the Contract.

6.6.2. Invoicing and Payment Terms [JEA-C474]

The Company shall submit all Invoices or Applications for Payment using JEA's prescribed forms and format and in accordance with the payment method agreed upon in these Contract Documents. JEA will pay the Company the amount requested within 30 calendar days after receipt of an Invoice from the Company subject to the provisions stated below.

JEA may reject any Invoice or Application for Payment within 20 calendar days after receipt. JEA will return the Invoice or Application for Payment to the Company stating the reasons for rejection. Upon receipt of an acceptable revised Invoice or Application for Payment, JEA will pay the Company the revised amount within 10 days.

JEA may withhold payment if the Company is in violation of any conditions or terms of the Contract Documents.

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

6.6.3. Jacksonville Small and Emerging Business (JSEB) - Invoicing and Payment [JEA-C291]

Not Used.

6.6.4. Payment and Performance Bond Not Required for Equipment Orders

6.6.5. Payment Method - Progress Payments

Upon Acceptance of the Work by the JEA Representative, the Company shall submit to JEA an Invoice for the amount/percentage corresponding to schedule below as agreed to in the purchase order:

30% upon engineering and drawing approval

70% upon factory acceptance and testing

The above progress payment schedule may be modified by the JEA Project Representative as needed.

6.6.6. Taxes [JEA-C292]

JEA is authorized to self-accrue the Florida Sales and Use Tax (Direct Payment Certificate Number 0138) and is exempt from Manufacturer's Federal Excise Tax when purchasing tangible personal property for its direct consumption.

Work is exempt from Florida Sales and Use Tax due to performance for multifuel generation facilities, JEA will provide the Company affidavit of such and the Company shall not include the price in its Bid.

6.7. SECTION TITLE: PERFORMANCE [JEA-514]

6.7.1. Company Representatives [JEA-C298]

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

6.7.2. Completion of Work (PO) [JEA-C425]

The Company shall begin Work within 10 days per the date found on the agreed upon Purchase Order from JEA to begin Work, and shall complete the Work by the date set forth in the Contract Documents. The Company further understands and agrees that time is of essence with respect to the Final Completion date and should the Company fail to complete the Work on or before the date established for Final Completion due solely to the Company's fault, the Company shall be solely responsible for additional costs as defined in the Contract.

6.7.3. Emergency Events [JEA-C306]

In the event that a system-wide emergency arises during the Term of this Contract for which JEA requires assistance from the Company including, but not limited to, severe storms, large-scale fires, floods, and terrorist attacks, the Company acknowledges the importance of JEA infrastructure and agrees to support restoration efforts of JEA. The Contract Administrator shall notify the Company when an emergency event occurs. In the event conditions are such that an emergency event is likely in progress, but the Company has not been notified by the Contract Administrator, the Company shall make all efforts to contact a JEA Representative to determine if and how it should respond. JEA agrees to reimburse the Company per the Company's current published rates, as a result of supporting JEA during the emergency event.

6.7.4. Licenses [JEA-C314]

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

6.7.5. Limitation of Accuracy of Informational Materials [JEA-568]

For all drawings, test results, inspections, and other informational materials included as part of the Contract Documents, the Company understands and agrees that any existing facilities shown, including underground, overhead, and surface structures, and other delineations, and any other informational items provided as part of the Contract Documents are for reference only and are not to be used by the Company as the only indication of Work conditions.

6.7.6. Pre-Work Meeting and Progress Meetings Not Use for Equipment Only Orders

6.7.7. Reporting [JEA-C325]

The Company shall provide the reports as defined in the Project Manager or Contract Documents.

Where the reporting frequency is daily, reports shall be submitted by noon of the following workday. Where the reporting frequency is weekly, reports are due by Monday at noon, covering the prior workweek. Where Monday is a Holiday, the reports are due at noon on the next workday. Where reports are due monthly, reports are due by noon on the first business day of each month. Sample forms for reports may be included in the Contract Documents. Where they are included they are to be used. Where they are not included, the Company shall provide a sample of its proposed report format for each report to the Contract Administrator at least one-week prior to its initial due date. The Contract Administrator will review and either approve or reject use of the report. Where proposed report is rejected, Company shall resubmit revised report formats, until Contract Administrator approves format. Reporting cycle shall begin upon PO date, or, if used, date of Notice to Proceed.

Where the Contract calls for reports to be submitted by Company, such reports shall be in both paper and electronic format, with the electronic version submitted electronically via email to the Contract Administrator.

6.7.8. Safety and Protection Precautions [JEA-C329]

The Company shall comply with all applicable federal, state and local laws, ordinances, all JEA procedures and policies, all as in effect on the Effect date of the Contract, including, but not limited to, JEA's Contractor Safety Management Process (available at JEA.com), and orders of any public body having jurisdiction for the safety of persons or protection of property. The Company understands and agrees that violation of any provision of this clause is grounds for immediate termination of the Contract and the Company is responsible for all JEA damages associated with such termination.

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

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

The Company Representative, or alternatively, the Company Supervisor, shall be designated as the Company's individual responsible for the prevention of accidents.

The Company shall notify the police and fire departments as to its Work Location in order to ensure prompt response in an emergency.

6.7.9. Schedules - Milestone [JEA-C331]

The Company shall submit a Summary Schedule to JEA prior to starting the Work indicating the starting and completion dates of the major activities of the Work. The Company shall update the Summary Schedule at least once per week and submit the updated Summary Schedule weekly to the Contract Administrator.

6.7.10. Storm Preparedness Not Use for Equipment only Order.

6.7.11. Unforeseen Conditions [JEA-569]

The Company understands and agrees that it is its responsibility to conduct due diligence prior to the Work. Such due diligence includes verifying all Work conditions, measurements and dimensions, the accuracy of drawings, test results, inspections and other informational materials provided in the Contract Documents, and any other causes for existing or

potential changes to the Work prior to initiating the Work. In the event that the Work must be changed due to the Company's failure to fulfill the above requirements, the Company understands and agrees that it will be responsible for all costs associated with the changed condition.

In the event, however, that the Company exercises the requisite due diligence and a change to the Work becomes necessary resulting from conditions that are clearly unforeseen and that could not have been discovered, the costs for adjusting the Work in response to such unforeseen conditions shall be addressed as stated herein in "Change in the Work" JEA-164.

6.7.12. Vendor Performance Evaluation Not Used.

6.7.13. Work Schedules [JEA-C353]

The Approved Schedule, as defined in the Contract Documents, is established on the basis of working five days per week, single shift, eight hours per day or four days per week, single shift, 10 hours per day. JEA may require the Company to base its schedule on an accelerated Work schedule or multiple shifts. The Company shall not schedule work on Holidays without obtaining prior written approval from JEA.

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

The Company understands and agrees that the rate of progress set forth in the Approved Schedule already allows for ordinary delays incident to the Work. No extension of the Contract Time will be made for ordinary delays, inclement weather, or accidents, and the occurrence of such events will not relieve the Company from requirement of meeting the Approved Schedule. The Company will be given schedule relief when the delays are caused by JEA or any of JEA's agents or other contractors. If JEA requests schedule delays for their convenience, Company will be given schedule and price relief for these delays.

6.8. SECTION TITLE: JSEB CERTIFIED FIRMS [JEA-515]

6.8.1. Optional Use of Jacksonville Small Emerging Business (JSEB) Qualified Firms [JEA-C469]

Not used.

6.9. SECTION TITLE: JEA FURNISHED ITEMS [JEA-516]

6.9.1. Conditions of Provisioning [JEA-C356]

The Company understands and agrees that it shall be solely responsible for providing everything necessary to perform the Work and to be in full compliance with the Contract Documents, except for those items specifically listed herein as being provided by JEA.

Any use of JEA furnished items on non-JEA work is a breach of the Contract and a violation of the law. All JEA furnished items are the property of JEA when issued, stored by Company, and used in performance of the Work. The Company agrees that it shall use all JEA furnished items in a manner consistent with industry practice, codes, laws, considering the condition of the JEA furnished item, the skills of the individuals using the JEA furnished item, and all environmental conditions. The Company understands and agrees that where JEA and the Company shall share JEA furnished items, JEA usage shall always have priority over Company usage, and the Contract Administrator shall have sole authority to resolve any usage dispute and such resolution shall not result in any claim by Company.

The Company agrees to return to JEA, and to the location as established by a JEA Representative, any unused or salvageable items prior to final payment. The Company agrees that JEA has the right to audit and investigate the Company at any time how the Company is using JEA furnished items. JEA will bill the Company for unaccountable JEA furnished material at the current JEA cost.

6.9.2. Access to Work Locations [JEA-357]

JEA will provide, as indicated in the Contract Documents, and no later than the date when needed by the Company, access to the Work Location, including rights-of-way or access thereto, and such other lands that are designated for the Company's use. JEA will secure easements for permanent structures or permanent changes in existing facilities, unless otherwise specified in the Contract Documents.

6.9.3. Compressed Air [JEA-359]

JEA will furnish, as indicated in the Contract Documents, compressed air via existing plant air connections.

6.9.4. Electricity [JEA-363]

JEA will furnish, as indicated in the Contract Documents, electricity via existing Work Location 120V 60Hz outlets, and if available at Work Location, 240V 60Hz outlets and 480 V, 3 phase, 40 Amp on an as needed basis.

6.9.5. Parking [JEA-378] ***

Parking for Company vehicles and Company personnel vehicles is limited to the Contractor's Parking Lot.

6.9.6. Temporary Storage - Inside [JEA-390]

JEA will furnish, as indicated in the Contract Documents, a temporary inside storage area where the Company may store materials or tools.

6.9.7. Potable Water [JEA-380]

JEA will furnish, as indicated in the Contract Documents, potable water via existing Work Location water fountains, fill stations and designated sinks.

6.10. SECTION TITLE: FREIGHT, SHIPPING & STORAGE [JEA-517]

6.10.1. Shipping - FOB Destination [JEA-C149]

Items are purchased F.O.B. destination. The Company shall ensure the following:

- (a) Pack and mark the shipment to comply with the Contract specifications; or in the absence of specifications in the Contract Documents, prepare the shipment in conformance with carrier requirements;
- (b) Prepare and distribute commercial bills of lading;
- (c) Deliver the shipment in good order and condition to the point of delivery specified in the Contract;
- (d) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by JEA Representative at the delivery point specified in the Contract;
- (e) Be responsible for obtaining any permits required for transportation to the installation site.
- (f) Furnish a delivery schedule and designate the mode of delivering carrier; and
- (g) Pay and bear all charges to the specified point of delivery.

6.10.2. Title and Risk of Loss [JEA-C154]

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

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

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

6.11. SECTION TITLE: INSURANCE & INDEMNITIES [JEA-518]

6.11.1. Mutual Indemnification & Limitation of Liability

Company shall hold harmless, indemnify, and defend JEA against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, reasonable attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to third party property, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Company and any person or entity used by Company in the performance of this Contract or Work performed thereunder.

JEA shall likewise indemnify, hold harmless, and defend the Company against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, reasonable attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to third party property, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the JEA and any person or entity used by JEA while engaged in activities related to this Contract.

In the event such damage or injury is caused by the joint or concurrent negligence of JEA and/or the Company, the loss or expense shall be borne by each party in proportion to its degree of negligence in accordance with Section 768.28 Fla. Stat., the Uniform Contribution Among Tortfeasors Act and subject to the Limitations of Liabilities defined below.

In case of third party claims, either party will provide the other reasonable notice of any third party claims.

In no event, whether as a result of breach of contract, indemnity, warranty, tort, strict liability or otherwise, shall Company's liability to JEA for any loss or damage arising out of, or resulting from this Contract, or from its performance or breach, or from the products or services furnished hereunder, exceed the Contract Price, and except as to title, any such liability shall terminate upon three years from the expiration of the applicable warranty period.

In no event, whether as a result of breach of contract, indemnity, warranty, tort, strict liability or otherwise, shall Company be liable for any special, consequential, incidental or penal damages including, but not limited to, loss of profit or revenues, loss of use of the products or any associated equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, downtime costs, or claims of JEA or FPL's customers for such damages.

Indemnification and Sovereign Immunity: Notwithstanding any other term or condition of this Agreement, JEA's indemnification obligation shall be for tort claims only, subject to the provisions and limitations of Section 768.28, Florida Statutes.

6.11.3. Insurance Requirements [JEA-C159] ***

Before starting and until Acceptance of the Work by JEA, and without further limiting its liability under the Contract, Company shall procure and maintain at its sole expense, insurance of the types and in the minimum amounts stated below:

<u>Schedule</u>	<u>Amount</u>
<u>Workers' Compensation</u> Florida Statutory coverage and Employer's Liability (including appropriate Federal Acts)	Statutory Limits (Workers' Compensation) \$500,000 each accident (Employer's Liability)
<u>Commercial General Liability</u> Premises-Operations Products-Completed Operations Contractual Liability Independent Contractors Broad Form Property Damage Explosion, Collapse and Underground Hazards (XCU Coverage) as appropriate	\$1,000,000 each occurrence \$2,000,000 annual aggregate for bodily injury and property damage, combined single limit
<u>Automobile Liability</u> All autos-owned, hired, or non-owned	\$1,000,000 each occurrence, combined single limit
<u>Excess or Umbrella Liability</u>	\$2,000,000 each occurrence and annual aggregate

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

Company shall specify JEA as additional insured for all coverage's except Workers' Compensation and Employer's Liability, but only to the extent of Company's indemnifications obligations as stated herein. Such insurance shall be primary to any and all other insurance or self-insurance maintained by JEA. Company shall include a Waiver of Subrogation on Commercial General and Automobile Liability and their associated Excess/Umbrella policies insurance in favor of JEA, its governing board, officers, employees, agents, successors and assigns to the extent protections are provided such parties as additional insureds.

Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to JEA. Prior to commencing any Work under this Contract, certificates evidencing the maintenance of the insurance shall be furnished to JEA for approval. The insurance certificate shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until 30 days after receipt of written notice by JEA. Failure by JEA to demand such certificates or other evidence of full compliance with these insurance requirements or failure of JEA to indemnify deficiencies from evidence provided, shall not be construed as a waiver of the Company's obligation to maintain such insurance. If the Company fails to maintain the insurance as set forth herein, the Company understands and agrees that JEA will have the right, but not the obligation, to purchase said insurance at the Company's full expense, including administrative and other costs incurred by JEA. Alternately, the Company's failure to maintain the required insurance may result in termination of the Contract. For all coverages required to remain in full-force after the Contract Term, the Company shall provide additional certificates as necessary to evidence such continuation, at anytime during the stipulated coverage period.

Company's certificates of insurance shall be mailed to JEA (Attn. Procurement Services), Customer Care Center, 6th Floor, 21 West Church Street, Jacksonville, FL 32202-3139.

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

6.12. SECTION TITLE: CHANGES TO WORK [JEA-519]

6.12.1. Change in the Work [JEA-C164]

To request or claim any change in the Work including, but not limited to change in scope, quantities, pricing, or schedules, the Company shall submit a letter to the Contract Administrator stating such request or claim. JEA shall have the right to approve or disapprove any request or claim for change as it deems necessary and in its best interests consistent with the other Contract requirements. Whether requested by the Company, claimed by the Company, or contemplated by JEA, no change shall be authorized unless made on a JEA Change Order signed by the Contract Administrator or through a formal written amendment to this Contract.

In the event of an emergency endangering life or property where it is appropriate for the Company to take action, the Company shall undertake such actions to preserve life and property. JEA and the Company will determine after emergency is concluded, the extent of out-of-scope work performed by Company, and the Contract Administrator will issue a Change Order or amend the Contract for such work, if any and as necessary.

All requests for changes filed by the Company shall be in writing delivered to the Contract Administrator within 10 working days of when the event that prompted the claim was discovered. Upon receipt of the Company's claim notification, Contract Administrator will provide written direction as to the procedures that will be used to address the request. The Company's request shall be sufficiently detailed including itemized costs, condition and work descriptions and other information necessary to evaluate the merits of the claim. The Contract Administrator may reject requests providing insufficient supporting information. Any change in the Contract resulting from the request will be incorporated into the Contract via a Change Order or Purchase Order.

Prior to the Change Order being performed the value of work covered by a Change Order using one of the following methods:

- a. Where the work is covered by established Unit Prices contained in the Contract, the Unit Price will be applied to the quantity of work,
- b. By mutual acceptance of lump sum price,
- c. By actual cost and a mutually acceptable fixed amount for overhead and profit, or

Where Bid Price was based on estimates quantities, prior to making final payment, JEA will determine actual quantities using sampling, surveying and other industry recognized means and prepare a Change Order adjusting the price to reflect actual volumes.

The Company shall immediately notify the Contract Administrator in writing of any unauthorized change in the scope of the Work or significant change in the quantities of the Work that may increase the Contract Price, require an extension of Work schedule, or negatively impact permitting or other regulatory requirements.

The Work schedule may be changed only by a Change Order or Purchase Order. The Company's request or claim for a Work schedule adjustment shall be in writing delivered to the Contract Administrator within five working days following

the discovery of the event that prompted the claim. Where accepted by JEA, changes to Work schedule will only adjust for critical path impacts. Failure to include the necessary critical path analysis with request shall be grounds for rejecting the claim. The path of critical events mentioned herein means the series of interdependent Work events that must be sequentially performed and that require a longer total time to perform than any other such series. Upon receipt of the Company's request for a change in the Work schedule, the Contract Administrator will provide any additional directions in writing detailing the procedures that will be used to resolve the request, including provision of time impact or manpower and equipment loading schedules. Where JEA and the Company are unable to reach a mutually acceptable resolution of request, JEA will make a commercially reasonable determination, made in accordance with JEA's Purchasing Code, which shall be final.

All Work defined on Change Orders shall be subject to the conditions of the Contract, unless specifically noted on the Change Order.

6.12.2. Company Review of Project Requirements [JEA-C165]

The Company shall review the Work requirements and specifications prior to commencing Work. The Company shall immediately notify the Contract Administrator in writing of any conflict with applicable law, or any error, inconsistency or omission it may discover. JEA will promptly review the alleged conflicts, errors, inconsistencies or omissions, and issue a Change Order or Purchase Order as appropriate if JEA is in agreement with the alleged conflict, and issue revised specifications. Any Work the Company performs prior to receipt of approved Change Order will be at the Company's sole risk.

6.12.3. No Damage for Delay [JEA-C160]

Damage, loss, expense or delay incurred or experienced by the Company in the prosecution of the Work by reason of unforeseen circumstances, unanticipated difficulties and obstructions or other mischances that are generally considered to be part of the usual hazards associated with Work shall be borne entirely by the Company and shall not be the subject of any claim for additional compensation or change in Approved Schedule, unless stipulated otherwise in the Contract Documents.

The Company agrees that its remedy for any claims, damages or losses related to any delay, disruption or hindrance alleged to be caused by JEA or any of JEA's agents or other contractors, shall be an extension of the Contract completion date and reasonable additional compensation.

Any demand for equitable adjustment must be served in writing to JEA within five days of the event giving rise to any delay, disruption or hindrance. Any request for an equitable adjustment shall be accompanied by a logical time impact analysis, demonstrating the nature and magnitude of the event to the critical path.

Failure to strictly comply with these requirements shall be deemed a waiver of any right to seek equitable adjustment.

In the event the "no damage for delay" clause is inapplicable, there shall be no recovery for home office overhead and any damages claimed shall be proven by discreet accounting of direct project costs and no theoretical formula or industry estimating reference manuals shall be permissible.

6.12.4. Notification of Surety [JEA-C167]

The Company shall notify its surety of any changes affecting the general scope of the Work or altering the Contract Price. The amount of the applicable bonds shall be adjusted accordingly and the Company shall furnish proof of such adjustment to JEA within 10 days of date of Purchase Order.

6.12.5. Suspension of Work [JEA-C477]

JEA may suspend the performance of the Work rendered by providing the Company with five days written notice of such suspension. Schedules and payments for performance of the Work shall be amended by mutual agreement to reflect such suspension.

6.13. SECTION TITLE: LABOR (Services Work Only) [JEA-520]

6.13.1. Company's Labor Relations [JEA-C169]

The Company shall negotiate and resolve any disputes between the Company and its employees, or anyone representing its employees. The Company shall immediately notify JEA of any actual or potential labor dispute that may affect the Work and shall inform JEA of all actions it is taking to resolve the dispute.

6.13.2. Minimum Qualifications of Company Personnel [JEA-C170]

All Company personnel shall be at a minimum qualified for the tasks they are assigned. All Company personnel shall be able to read, write, speak and understand English. All Company personnel shall act in a professional manner, with due sensitivity to other persons at the Work Location. If JEA, at its sole discretion, determines that a Company person is unqualified, unfit, or otherwise unsuitable for the tasks assigned, the Company shall immediately stop the person from performing the tasks, and replace the person with a qualified individual. The Company shall pay all costs associated with replacing the unqualified person including, but not limited to, termination, recruiting, training, and certification costs.

The Company personnel assigned supervisory roles, and those with increased authority shall be held to strict scrutiny of their qualifications and suitability for their positions. In addition to the other provisions of this clause, the Company shall provide written documentation as to experience, education, licenses, certifications, professional affiliations, and other qualifications of the individual, within one day of request from the Contract Administrator. Any changes to such personnel after approval shall require the written permission of the Contract Administrator.

6.13.3. Nondiscrimination [JEA-C171]

The Company represents that it has adopted and will maintain a policy of nondiscrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employee relations, throughout the Term of this Contract. .

The Company shall comply with the following executive orders, acts, and all rules and regulations implementing said orders or acts, which are by this reference incorporated herein as if set out in their entirety:

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

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

6.13.4. Payment of Overtime [JEA-C172]

Any Overtime required for Company to complete the Work within the Contract Time shall be at the sole cost and expense of Company. If JEA requires the Company to perform Overtime Work in order to complete the Work prior to the Contract Time, the Company shall bill JEA for the Overtime such that only the actual costs incurred by the Company relating to the payment of Overtime premiums, in accordance with its labor policies per Company's current published rates, which are attached as Exhibit C and incorporated herein.

Overtime may only be charged to JEA if the Company was directed in writing by the Contract Administrator to incur the Overtime. Such authorization for Overtime shall be accompanied by a Change Order.

6.13.5. Scheduling of Overtime at JEA's Work Location [JEA-C173]

Whenever the Company schedules Work beyond eight hours per day for a five day week, beyond 10 hours per day for a four day week, beyond 40 hours per week, or on Saturdays, Sundays, or Holidays, then the Company shall arrange, in advance, for the JEA Representative to inspect the Work performed during Overtime. The Company shall not perform Overtime Work or after-hours Work without a JEA Representative at the Work Location or available to perform the inspections, as directed by the Contract Administrator. Except where JEA has requested the Company schedule Overtime to perform additional Work, the Company shall reimburse JEA for any additional costs associated with JEA Representatives' Overtime pay.

6.13.6. Show-Up Pay [JEA-C174]

In the event that inclement weather prevents the Company from performing Work, the Company may be obligated to pay its crew a show-up pay. The Company shall be solely responsible for providing this pay.

6.14. SECTION TITLE: RIGHTS & REMEDIES [JEA-521]

6.14.1. Offsets [JEA-C176]

In case the Company is in violation of any requirement of the Contract, JEA may withhold payments that may be due the Company, and may offset existing balances with any JEA incurred costs against funds due the Company under this and any

other Company Contract with JEA, as a result of the violation, or other damages as allowed by the Contract Documents and applicable law.

6.14.2. Proprietary Information [JEA-C178]

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

6.14.3. Right to Audit and Financial Reporting [JEA-C327]

Upon JEA's requests and for time-and-material Services Work only, the Company agrees to allow JEA to audit its financial and operating records for the purpose of determining Invoice accuracy, or otherwise assessing compliance with the Contract Documents. The Company agrees to let JEA personnel, or their qualified representative, mutually acceptable to Company, access the records at Company's office, with three days written notice, for a reasonable period, in a workspace suitable for the audit provided by Company. All audit work will be done on Company premises, and no Company documentation will be removed from Company offices. The Company agrees to have knowledgeable personnel available to answer questions for the auditors during the time they are at the Company's offices and for a period of two weeks thereafter. The Company shall provide to JEA audited financial statements for the most recent fiscal year upon JEA's request, not later than five days after receipt of written request. Company's Hourly Rates for Services are not subject to such audit.

6.15. SECTION TITLE: REPRESENTATIONS & WARRANTIES [JEA-522]

6.15.1. Company's Warranties [JEA-C473] ***

The Company warrants to JEA that (i) the Parts shall be free from defects in material, workmanship and title and (ii) the Services shall be performed in a safe, competent, diligent manner, all in conformance with the Contract Documents. Unless otherwise stated in the Contract Documents, the warranty period for Parts shall be one year from first use or 18 months from delivery of Parts, whichever occurs first, and the warranty period for Services shall be one year from completion of Services.

The Company warrants that the Parts and Services shall conform to all applicable standards and regulations promulgated by federal, state, local laws and regulations, standards boards, organizations of the Department of State, and adopted industry association standards, all as in effect at date of Contract. If the Parts or Services fails to conform to such laws, rules, standards and regulations, JEA may return the Parts for correction or replacement at the Company's expense, or return the Parts at the Company's expense and cancel the Contract. If the Company performs Services that fail to conform to such standards and regulations the Company shall make the necessary corrections at Company's expense. JEA may correct Services to comply with standards and regulations at the Company's expense if the Company fails to make the appropriate corrections within a reasonable time.

6.15.2. Remedies

If the Parts and/or Services do not meet the above warranties within the applicable warranty period, JEA shall promptly notify Company. Company shall thereupon (i) at Company's option, repair or replace the defective Parts or (ii) re-perform the defective Services. If in Company's reasonable judgment the Parts cannot be repaired or replaced or the Services cannot be re-performed, Company shall refund or credit monies paid by JEA for that portion of Parts or Services that do not meet the the above warranties. Any repair, replacement or reperformance by Company hereunder shall carry warranties on the same terms as described herein, except that the warranty period shall be (a) the remaining balance of the original warranty period, or (b) a period of 18 months from the date of such repair, replacement or reperformance, whichever period ends later. In any event, the warranty period and Company's responsibilities set forth herein for such repair, replacement or reperformance shall end no later than 18 months after expiration of the applicable original warranty period. JEA shall bear the costs of access (including removal and replacement of systems, structures or other parts of JEA's facility), de-installation, decontamination, re-installation and transportation unless such access (including removal and replacement of systems, structures or other parts of JEA's facility), de-installation, decontamination, re-installation and transportation was included in the Work.

These warranties and remedies are conditioned upon (a) proper storage, installation, operation, and maintenance of the Parts and conformance with the proper operation instruction manuals provided by Company; (b) JEA keeping reasonable records of operation and maintenance during the warranty period and providing Company access to those records, and (c) modification or repair of the Parts or Services only as authorized by Company. Company does not warrant the Parts or any repaired Parts against normal wear and tear or damage caused by misuse, accident, or use against the advice of Company.

Any modification or repair of any of the Parts or Services not authorized by Company shall render the warranty null and void.

6.15.3. Exclusive Remedies

This section 6.15 provides the exclusive remedies for all warranty claims based on failure of or defect in Parts or Services, whether the failure or defect arises before or during the applicable warranty period. The warranties provided in this section 6.15 are exclusive and are in lieu of all other warranties and guarantees whether written, oral, implied or statutory. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES.

6.15.4. Company's Knowledge of the Work [JEA-C183]

The Company represents that the Contract Price and the detailed schedule for the execution of the Work are based on its own knowledge and judgment of the conditions and hazards involved, and not upon any representation of JEA. JEA assumes no responsibility for any understanding or representation made by any of its representatives during or prior to execution of the Contract unless such understandings or representations are expressly stated in the Contract and the Contract expressly provides that JEA assumes the responsibility.

6.15.5. Competent Performance of the Work [JEA-C186]

The Company represents that it will conduct the Work in a manner and with sufficient labor, materials and equipment necessary to affect a diligent pursuance of the Work through Final Completion. If the Company fails to perform the Work as represented, JEA must first notify and give Company reasonable time and access to correct the Work, then JEA may, at its sole discretion, take charge of the Work and furnish and provide the labor, materials, and equipment necessary to complete the Work as planned within the required time if JEA deems the organization of the Company or its management, or the manner in which Company is performing the Work, to be manifestly incompetent or inadequate to complete the Work as specified.

6.15.6. Performance of the Work [JEA-C189]

The Company represents and warrants that it has the full corporate right, power and authority to enter into the Contract and to perform the acts required of it hereunder, and that the performance of its obligations and duties hereunder does not and will not violate any Contract to which the Company is a party or by which it is otherwise bound. The Company warrants that all Parts provided under the Contract shall be free from Defect and Services shall be performed in a professional manner and with professional diligence and skill, consistent with the prevailing standards of the industry. The Company warrants that the Parts and/or Services will meet the functional and performance requirements defined in the Contract.

6.15.7. Safety Representation [JEA-C190]

The Company represents to JEA that it has the capacity to train and supervise its employees, Subcontractors and suppliers to ensure the Work complies with all safety requirements of the Contract Documents. The Company shall be responsible for executing the necessary safety training and supervision of its employees and Subcontractors, and acknowledges that JEA is not responsible for training or supervising the Company's employees, except when noted for the purpose of enforcing compliance with these safety requirements.

6.16. SECTION TITLE: TERM & TERMINATION [JEA-523]

6.16.1. Term of Contract - (Through Work Completion) [JEA-C461]

The Contract shall be in force through completion of all Work, Acceptance and final payment, including resolution of all disputes, claims, or suits, if any. Certain provisions of this Contract may extend past termination including Warranty provisions.

6.16.2. Termination for Convenience [JEA-C194]

JEA shall have the absolute right to terminate in whole or part the Contract, with or without cause, at any time after Award upon written notification of such termination.

In the event of termination for convenience, JEA will pay the Company for all Work that the Company has incurred, or those for which it becomes obligated prior to receiving JEA's notice of termination. If applicable, JEA will also pay the Company charges incurred less the reasonable resale value, of materials or equipment that the Company has already ordered, obtained or fabricated in connection with the Contract.

Upon receipt of such notice of termination, the Company shall stop the performance of the Work hereunder except as may be necessary to carry out such termination and take any other action toward termination of the Work that JEA may

reasonably request, including all reasonable efforts to provide for a prompt and efficient transition as directed by JEA. This Work shall be inclusive to the total termination amount paid to Company.

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

6.16.3. Termination for Default [JEA-C195] ***

JEA may give the Company written notice to discontinue all Work under the Contract in the event that:

- The Company assigns or subcontracts the Work without prior written permission;
- Any petition is filed or any proceeding is commenced by or against the Company for relief under any bankruptcy or insolvency laws;
- A receiver is appointed for the Company's properties or the Company commits any act of insolvency (however evidenced);
- The Company makes an assignment for the benefit of creditors;
- The Company suspends the operation of a substantial portion of its business;
- The Company suspends the whole or any part of the Work to the extent that it impacts the Company's ability to meet the Work schedule, or the Company abandons the whole or any part of the Work;
- The Company, at any time, violates any of the material conditions or material provisions of the Contract Documents, or the Company fails to perform as specified in the Contract Documents, or the Company is not complying with the material provisions of the Contract Documents.
- The Company breaches any of the representations or warranties
- The Company is determined, in JEA's sole opinion, to have misrepresented the utilization of funds or misappropriate property belonging to JEA.
- Any material change in the financial or business condition of the Company.

If, within 24 hours after service of such notice upon the Company, an arrangement satisfactory to JEA has not been made by the Company for continuance of the Work, JEA may declare the Company to be in default of the Contract.

Once a Company is declared in default, the surety shall assume the Company's place in all respects and shall be paid by JEA all monies, if any, due the Company at the time of such notice to discontinue, or any monies thereafter that may become due the Company in accordance with the terms of the Contract.

If the Company fails to make arrangements satisfactory to JEA within 3 months after service to the Company of a notice to discontinue Work, and in the case where a Payment and Performance Bond is in effect, the surety has not exercised its option, then without further notice to the Company or the surety, JEA may terminate the Contract and shall have the power to complete the Work herein described as it may determine. In such a case, JEA shall have the right to take possession of and use any of the materials, plant, tools, equipment, supplies and property of any kind provided by the Company for the purpose of this Work.

JEA will charge the expense of completing the Work to the Company and will deduct such expenses from monies due, or which at any time thereafter may become due, to the Company. If such expenses are more than the sum that would otherwise have been payable under the Contract, then the Company shall pay the amount of such excess to JEA upon notice of the expenses from JEA. JEA shall not be required to obtain the lowest price for completing the Work under the Contract, but may make such expenditures that, in its sole judgment, shall best accomplish such completion. JEA will, however, make reasonable efforts to mitigate the excess costs of completing the Work.

The Contract Documents shall in no way limit JEA's right to all remedies for nonperformance provided under law or in equity, except as specifically set forth herein. In the event of termination for nonperformance, the Company shall immediately surrender all Work records to JEA. In such a case, JEA may set off any money owed to the Company against any liabilities resulting from the Company's nonperformance.

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

JEA shall have no liability to the Company for termination costs arising out of the Contract, or any of the Company's subcontracts, as a result of termination for default.

6.17. SECTION TITLE: GENERAL TERMS & CONDITIONS [JEA-524]

6.17.1. Ambiguous Contract Provisions [JEA-C196]

The parties agree that this Contract has been the subject of meaningful analysis and/or discussions of the specifications, terms and conditions contained in this Contract. Therefore, doubtful or ambiguous provisions, if any, contained in this Contract will not be construed against the party who physically prepared this Contract. The rule commonly known as "Fortius Contra Proferentum" will not be applied to this Contract or any interpretation thereof.

6.17.2. Amendments [JEA-C197]

This Contract may not be altered or amended except in writing, signed by JEA Procurement and the Company Representative, or each of their duly authorized representatives.

6.17.3. Assigning of Contract [JEA-C213]

Not Used.

6.17.4 Choice of Law [JEA-C198]

This Contract, and the rights and duties of the parties arising from or relating to this Contract or its subject matter, shall be construed in accordance with the laws of the State of Florida, and the ordinances of the City of Jacksonville without regard to its conflicts of laws provisions. Each of the parties irrevocably submits to the exclusive jurisdiction of the courts of Florida, and further agree that the venue for any legal action brought by or files against JEA relating to any matter arising under this Contract shall be exclusively in that state or federal court, sitting in Duval county, Florida that has jurisdiction over such legal actions.

6.17.4. Confidentiality and Public Record Laws [JEA-574]

Any information disclosed by one party ("Disclosing Party") to the other party ("Recipient") in connection with this Contract that is marked confidential or that due to its character and nature, a reasonable person under like circumstances would treat as confidential (the "Confidential Information") will be protected and held in confidence by the Recipient. Confidential Information will be used only for the purposes of this Contract and related internal administrative purposes. Disclosure of the Confidential Information will be restricted to the Recipient's employees, contractors, or alliance companies on a "need to know" basis in connection with the Work, who are bound by confidentiality obligations no less stringent than these prior to any disclosure. Each party may disclose Confidential Information relating to the Work to providers of goods and services for the engagement to the extent such disclosure is necessary and reasonably anticipated. Confidential Information does not include information which: (i) is already known to Recipient at the time of disclosure; (ii) is or becomes publicly known through no wrongful act or failure of the Recipient; (iii) is independently developed by Recipient without benefit of Disclosing Party's Confidential Information; or (iv) is received from a third party which is not under and does not thereby breach an obligation of confidentiality. Each party agrees to protect the other's Confidential Information at all times and in the same manner as each protects the confidentiality of its own proprietary and confidential materials, but in no event with less than a reasonable standard of care. A Recipient may disclose Confidential Information to the extent required by law, but that disclosure does not relieve Recipient of its confidentiality obligations with respect to any other party. Except as to the confidentiality of trade secrets, these confidentiality restrictions and obligations will terminate five (5) years after the expiration or termination of the Contract under which the Confidential Information was disclosed, unless the law requires a longer period.

The parties acknowledge that JEA is a body politic and corporate that is subject to Chapter 119, Florida Statutes, and related statutes known as the "Public Records Laws". If a request is made to view such Confidential Information, JEA will notify Company of such request and the date that such records will be released to the requester unless Company obtains a court order enjoining such disclosure. If the Company fails to obtain that court order enjoining disclosure, JEA will release the requested information on the date specified. Such release shall be deemed to be made with the Company's consent and will not be deemed to be a violation of law, including but not limited to laws concerning trade secrets, copyright or other intellectual property.

6.17.5. Conflict and Order of Precedence [JEA-C199]

The Contract shall consist of JEA's Contract or Purchase Order together with these specifications and conditions including, but not limited to, the executed Bid Document, which shall be collectively referred to as the Contract Documents. This Contract is the complete agreement between the parties. Parol or extrinsic evidence will not be used to vary or contradict the express terms of this Contract. The Contract Documents are complementary; what is called for by one is binding as if called for by all. The Company shall, upon discovery, inform JEA in writing of any conflict, error or discrepancy in the Contract Documents. Should the Company proceed with the Work prior to written resolution of the error or conflict by JEA, all Work done is at the sole risk of the Company. JEA will generally consider this precedence of the Contract

Documents in resolving any conflict, error, or discrepancy:

- Executed Change Orders / Amendment
- Contract
- Exhibit(s) to this Contract
- JEA Purchase Orders
- Drawings
- JEA Technical Specifications and Attachments thereto
- References
- Bid Document

The figure dimensions on drawings shall govern over scale dimensions. Contract and detailed drawings shall govern over general drawings. The Company shall perform any Work that may reasonably be inferred from the Contract as being required whether or not it is specifically called for. Work, materials or equipment described in words that, so applied, have a well-known technical or trade meaning shall be taken as referring to such recognized standards.

6.17.6. Cumulative Remedies [JEA-C200]

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

6.17.7. Entire Agreement [JEA-C201]

This Contract contains all of the understandings and agreements of the parties hereto in respect of the subject matter hereof as of the Effective Date of the Contract. Any and all prior understandings and agreements, expressed or implied, between the parties hereto in respect of the subject matter hereof shall be superseded hereby. Parol or extrinsic evidence will not be used to vary or contradict the express terms of this Contract.

6.17.8. Expanded Definitions [JEA-C202]

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

6.17.9. Force Majeure [JEA-C203]

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

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

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

6.17.10. Headings [JEA-C204]

The division of this Contract into sections, the insertion of headings and/or index numbers and the provision of a table of contents are for convenience of reference only and are not to affect the construction or interpretation of this Agreement.

6.17.11. Language and Measurements [JEA-C205]

All communication between the Company and JEA, including all documents, notes on drawings, and submissions required under the Contract, will be in the English language. Unless otherwise specified in the Contract, the US System of

Measurements shall be used for quantity measurement. All instrumentation and equipment will be calibrated in US System of Measures.

6.17.12. Nonwaiver [JEA-C207]

Failure by either party to insist upon strict performance of any of the provisions of the Contract will not release either party from any of its obligations under the Contract.

6.17.13. Notices and Correspondence [JEA-C208] ***

All notices required or permitted under this Contract shall be in writing and shall be deemed received if sent by one of the following means: (a) upon receipt if delivered by hand; (b) one day after being sent by an express courier with a reliable system for tracking delivery; (c) three days after being sent by certified or registered first class mail, postage prepaid and return receipt requested; or (d) upon confirmed facsimile transmission provided that a copy shall be sent by another of the foregoing means. All notices shall be addressed by a party to the other party as follows:

In the case of JEA:

and to:

JEA

Attn: Heather Burnett
Contracts Manager
21 W. Church St. CC-6
Jacksonville, FL 32202

In the case of Company:

[JEA to insert information here - CompanyNoticeAddress]

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

6.17.14. Publicity and Advertising [JEA-C209]

The Company shall not take any photographs, make any announcements or release any information concerning the Contract or the Work to any member of the public, press or official body unless prior written consent is obtained from JEA. JEA is governed by the Florida Public Records Laws so all Contract Documents are available for public inspection. In addition, JEA is governed by Florida Sunshine Laws and as such, certain meetings are required to be open to the public.

6.17.15. References [JEA-C210]

Unless otherwise specified, each reference to a statute, ordinance, law, policy, procedure, process, document, drawing, or other informational material is deemed to be a reference to that item, as amended or supplemented from time to time. All referenced items shall have the enforcement ability as if they are fully incorporated herein.

6.17.16. Relationship of the Parties [JEA-C211]

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

6.17.17. Severability [JEA-C212]

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

6.17.18. Subcontracting or Assigning of Contract [JEA-C213]

Each party agrees that it shall not subcontract, assign, delegate, or otherwise dispose of the Contract, the duties to be performed under the Contract, or the monies to become due under the Contract without the other party's prior written consent.

The assignment of the Contract will not relieve either of the parties of any of its obligations until such obligations have been assumed in writing by the assignee. If the Contract is assigned by either of the parties, it will be binding upon and will inure to the benefit of the permitted assignee. The Company shall be liable for all acts and omissions of its assignee or its

Subcontractor.

6.17.19. Survival [JEA-C214]

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

6.17.20. Third Party Agreements [JEA-557]

Unless otherwise agreed in writing by JEA, JEA shall have no obligation to enter into any third party agreements under this Contract. Such third party agreements shall include, but not be limited to: joint check agreements, and revocable or irrevocable letters of direction with sureties. In the event JEA agrees to execute any such agreement(s), then such agreement(s) shall incorporate additional language as required by JEA's Chief Purchasing Officer.

6.17.21. Time and Date [JEA-C215]

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

6.17.22. Not Used

6.17.23. Waiver of Claims [JEA-C218]

A delay or omission by JEA hereto to exercise any right or power under this Contract shall not be construed to be a waiver thereof. A waiver by JEA under this Contract shall not be effective unless it is in writing and signed by the party granting the waiver. A waiver by a party of a right under, or breach of, this Contract shall not be construed to operate as a waiver of any other or successive rights under, or breaches of, this Contract.

The Company's obligations to perform and complete the Work in accordance with the Contract shall be absolute. None of the following will constitute a waiver of any of JEA's rights under the Contract: approval or payment of any progress payments or any other payments, including final payment; issuance of the Certificate of Substantial Completion or Certificate of Contract Completion; any use or occupancy of the Work by JEA; nor any correction of faulty or defective work by JEA.

7. SECTION TITLE: WORK [JEA-525]

7.1. SECTION TITLE: SCOPE [JEA-526]

7.1.1. Obligations of the Company [JEA-C396]

The Company shall provide everything necessary to successfully complete the Work except the materials, obligations, assumptions and services specifically stated in the Contract to be provided by JEA. No payments, other than those shown in the Bid Documents, will be made to the Company for performance of any requirements of the Contract Documents. The Company shall perform all Work in accordance with the Contract Documents and the applicable JEA standards manuals, safety manuals, policies, accepted commercial work practices, local, state, and federal, rules regulations and laws which may be amended from time to time, all as in effect at Contract Date. The Company shall provide all permits, certifications, insurances, and bonds necessary or required by good practice, except where specifically stated in the Contract to be provided by JEA.

The Company personnel shall perform all Work in a professional, efficient, and competent manner. The Company is obligated to provide personnel possessing the skills, certifications, licenses, training, tools, demeanor, motivation, and attitude to successfully complete the Work. The Company is obligated to remove individuals from performing Work under this Contract when the Company recognizes an individual to not be working in a manner consistent with the requirements of this Contract, or when JEA notifies the Company that JEA has determined an individual or group of individuals to not be working in a manner consistent with the requirements of this Contract. The Company is obligated to ensure that their officers and executives interact with JEA, JEA customers, whether direct or indirect customers of JEA, with the utmost level of professionalism and integrity.

In the event the Company chooses to use Subcontractors, the Company is obligated to provide Subcontractors possessing

the skills, certifications, licenses, training, tools, demeanor, motivation and attitude to successfully perform the work for which they are subcontracted. The Company is obligated to remove Subcontractors from performing Work under this Contract when the Company recognizes that a Subcontractor is failing to work in a manner consistent with the requirements of this Contract, or when JEA notifies the Company that JEA has determined a Subcontractor is failing to work in a manner consistent with the requirements of this Contract.

The Company is obligated to ensure that sufficient supervision of the Work is provided. This includes ensuring that the Company Supervisor is at the Work Location when Work is being performed for Services Work.

The Company shall bear responsibility for the efficiency, adequacy and safety of the performance of the Work, including temporary Work and facilities, until Acceptance. The Company shall be responsible for any loss or damage to Company's materials, tools, labor, and equipment used during the performance of, or in connection with, the Work. Any JEA comments or approval regarding the Company's performance, materials, working force, or equipment will not relieve the Company of any responsibility.

7.2. SECTION TITLE: LOCATION [JEA-527]

7.2.1. Work Location [JEA-C460] ***

Work shall be performed at the following location(s):

7.2.2 Nuclear Use – Not Used.

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:

Thorburn Flex Inc.

2. Description of Services or Supplies provided by Vendor:

Thorburn is the OEM for the NGS CFB rear wall feeder drop legs; Thorburn also provided all rear wall feeder drop legs during upgrades performed around 2009. Thorburn has all of the drawings and design information necessary to fabricate the rear wall feeder drops.

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: 3-112(c)

OR

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



Signature of JEA Business Unit Manager

11/6/2023

Date

David Biruk

Name of JEA Business Unit Manager

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.

Thorburn Flex Inc

165 Oneida, Pointe-Claire
(Quebec) Canada H9R 1A9
Toll Free: 1-800-363-6613
Tel.: (514) 695-8710 / Fax: (514) 695-1321
e-mail: contracts@thorburnflex.com

Wednesday, December 14, 2022

Via email: compjm@jea.com
Tel: (352) 514-2865

JACKSONVILLE ELECTRIC AUTHORITY (JEA)

21 West Church St. T-6
Jacksonville, FL
32201-4910 USA

Attention: Mr. Jason Compton - Staff Engineer
Reference: JEA's RFQ Budgetary Estimate - Rear Wall Fuel Drops dated November 10, 2021
Thorburn File #: JEA-090 Rev. 1 – 11/30/21
Subject: Revised Tender Offer – added line item 3

Dear Mr. Compton,

Reference to the above subject as well as **JEA's RFQ Budgetary Estimate - Rear Wall Fuel Drops dated November 10, 2021**; Thorburn is pleased to submit the following Tender Offer **JEA-090 Rev. 1** for your review and approval.

We remain highly motivated to work with **Jacksonville Electric Authority** on this project and we thank you for your continued interest and support in **Thorburn's Flexible Piping Technology**.

Should you have any questions, please do not hesitate to contact me directly at 1-800-363-6613 extension 306 or via e-mail at contracts@thorburnflex.com.

Best regards,



Sandra Amelotte
Contract Administrator

cc.: Lucian Bodocan, Engineering Director

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Attention: Mr. Jason Compton - Staff Engineer
Reference: JEA's RFQ Budgetary Estimate - Rear Wall Fuel Drops dated November 10, 2021
Thorburn File #: JEA-090 Rev. 1 – 11/30/21
Subject: Revised Tender Offer – added line item 3

Item **Qty** **Description**

1 3 Rear Wall Fuel Feed Assembly
Made from three assemblies consisting of the following sections/ pieces:
Upper expansion joint and eccentric reducer as laid out in the drawing (upper flange as original drawing shows, lower flange at end of reducer)
Straight pipe section roughly 97-9/16" long (flanged on both ends)
Lower expansion joint and eccentric reducer (upper flange roughly 6" above expansion joint, lower flange roughly 19" below end of eccentric reducer)
Pipes made of 12" NPS SCH 80S, stainless steel SA-312 T304/304L
Flanges 19" OD made of stainless-steel SA-312 T304/304L
All pieces inner surfaces (except bellows) to be clad 0.030-0.040" thick using tungsten carbide WC210, "Conforma Clad" by Kennametal or equivalent

Thorburn Part #: JEA-060-02

Price/Each: \$ 131,219.00 USD

Extension: \$ 393,657.00 USD

2 3 Feeder Spool (Thermal Pipe)
Two pipes 12" NPS SCH 80S made of SS SA-319 T304/304L, at 20 deg centerlines, with two flanges at each end, 19" OD X 12.75" ID x 0.5" Thick.
All pipes inner surfaces (except bellows) to be clad 0.030-0.040" thick using tungsten carbide WC210, "Conforma Clad" by Kennametal or equivalent

Thorburn Part #: JEA-060-03

Price/Each: \$ 29,995.00 USD

Extension: \$ 89,865.00 USD

Attention: Mr. Jason Compton - Staff Engineer
Reference: JEA's RFQ Budgetary Estimate - Rear Wall Fuel Drops dated November 10, 2021
Thorburn File #: JEA-090 Rev. 1 – 11/30/21
Subject: Revised Tender Offer – added line item 3

<u>Item</u>	<u>Qty</u>	<u>Description</u>
3	3	Rear Wall Fuel Feed Assembly E2 12" NPS pipe x 131.3" OAL shipped in 3 sections Upper and lower sections made of 12" NPS SCH 80S, stainless steel SA-312 T304/304L, bellows SS SA-240 T321, concentric reducer 16"x12", flanged both ends. Middle piece section made of 12" NPS SCH 80S, 46.313" long, flanged on both ends. Pipes made of 12" NPS SCH 80S, stainless steel SA-312 T304/304L Flanges 19" OD made of stainless-steel SA-312 T304/304L All inner surfaces (except bellows) to be clad 0.030-0.040" thick using tungsten carbide WC210, "Conforma Clad" by Kennametal or equivalent

Thorburn Part #: JEA-060-01

Price/Each: \$ 149,425.00 USD

Extension: \$ 448,275.00 USD

GRAND TOTAL: \$ 931,797.00 USD

Attention: Mr. Jason Compton - Staff Engineer
Reference: JEA's RFQ Budgetary Estimate - Rear Wall Fuel Drops dated November 10, 2021
Thorburn File #: JEA-090 Rev. 1 – 11/30/21
Subject: Revised Tender Offer – added line item 3

Commercial Terms & Conditions

Warranty: Thorburn's price includes a product warranty of eighteen (18) months after delivery or twelve (12) months after start-up whichever comes first.

Prices: US Dollars - Firm for 60 days

Taxes: VAT, Duty & Custom Charges extra if applicable

Terms: Progressive Milestones as follows – Net 30 days
-10% upon receipt of purchase order
-20% upon drawings approval (approved as noted)
-30% upon receipt of major material receipt
-40% upon QC release and final invoice

Delivery: 28 weeks after receipt of order and approved documentation

Drawing: Already Approved

FCA: Thorburn Flex Inc., Pointe-Claire, Quebec, Canada

Order Cancellation:

- After order placement 10% cancellation fee.
- After drawing submittal 30% cancellation fee.
- After material purchases 50% cancellation fee.
- After start of manufacturing 75% cancellation fee.
- After completion of manufacturing 100% cancellation fee.

Order Postponement/Hold:

If an order is postponed for more than 30 days Thorburn reserves the right to cover material and labor escalation costs as per the industrial pricing index.



Formal Bid and Award System

Award #8 January 19, 2023

Type of Award Request: INVITATION FOR BID (IFB)
Requestor Name: Oca, Christi - Associate Mgr Fleet Capital & Logistics Support
Requestor Phone: (904) 665-4269
Project Title: 211-02W Fleet Expansion (Kubota Mini Excavators)
FY23 Project Numbers: 8008038
Project Location: JEA
Funds: Capital
Business Unit Estimate: \$690,000.00

Scope of Work:

The purpose of this Invitation for Bid (IFB) was to solicit pricing for the purchase of six (6) Kubota Mini Excavators for FY23 JEA's fleet capital requirements for expansion for the Water department.

JEA IFB/RFP/State/City/GSA#: 1411016046
Purchasing Agent: Bayouth, Eddie
Is this a Ratification?: No

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Amount
RIDGE EQUIPMENT COMPANY, INC.	Scott Bradley	sbradley@ridge-equipment.com	6820 US HWY 27 SSebring, FL 33870	\$630,744.00

Amount for entire term of Contract/PO: \$630,744.00
Award Amount for remainder of this FY: \$630,744.00
Length of Contract/PO Term: Project Completion (August 2023 Estimate)
Begin Date (mm/dd/yyyy): 01/19/2023
End Date (mm/dd/yyyy): Project Completion (August 2023 Estimate)
JSEB Requirement: N/A – No JSEBs available

BIDDERS:

Name	Lot 1 (Standard)	Lot 2 (Thumb Attachment)
RIDGE EQUIPMENT COMPANY, INC.	\$414,152.00	\$216,592.00
COASTAL EQUIPMENT SYSTEMS OF FLORIDA, LLC.	\$416,000.00	\$218,000.00

Background/Recommendations:

This solicitation was advertised on 12/13/2022. An optional pre-bid meeting for this solicitation was held on 12/19/2022. Two (2) vendors attended the meeting. At bid opening on 01/10/2023, JEA received two (2) Bids.

JEA has standardized its fleet of mini excavators to the Kubota model KX080-4 with Angle Blade Excavator. Fleet is purchasing (6) Kubota Mini Excavators for FY23 Water Expansion. There are two different variants being purchased. Four (4) of the excavators are standard models plumbed for thumb controls and the other two (2) have thumb controls. JEA last bought these excavators in 2021. At the time, JEA paid \$97,497.00 per excavator. Based on the industry increases in pricing for this type of equipment, Fleet based its estimate on an increase of 18% from the 2021 purchase. The Kubota Mini Excavators only went up in price by 7.82%. Lead times for the excavators depend on allocation from Kubota but both vendors expected to get the equipment within 6 months.

1411016046 – Request approval to award a contract to Ridge Equipment Company, Inc. for the purchase six (6) Kubota Mini Excavators for FY23 in the amount of \$630,744.00, subject to the availability of lawfully appropriated funds.

Manager: Hightower, Justin - Manager, Fleet Services & Business Operations

Director: Brunell, Baley – Director, Facilities and Fleet Services

VP: McElroy, Alan - VP of Supply Chain and Operations Support

APPROVALS:

Chairman, Awards Committee **Date**

Budget Representative **Date**

IFB 1411016046-23 Kubota KX080-4 Mini Excavator Capital Buy Bid Analysis						Coastal Equipment		Ridge Equipment			
JEA Item ID	Item Description	Mfg. Name & Mfg. Part Number	Quoted Mfg. & Part Number	UOM	Total Needed	Unit Price	Total Proposed Price	Lead Time: In Calendar Days After Receipt of Order	Unit Price	Total Proposed Price	Lead Time: In Calendar Days After Receipt of Order
JEA CLASS 131+	JEA Class 332+ 1/3 CU YD KUBOTA KX080-4 MINI EXCAVATOR with Angle Blade (19,300 LBS) Conventional Tail Swing Compact Hydraulic Tracked Mini Excavators with various options (Tail Swing must not exceed 18") Standard Plumbed for thumb attachment.	KUBOTA KX080-4	KUBOTA KX080-4	Each	4	\$ 104,000.00	\$416,000.00	180	\$ 103,538.00	\$414,152.00	180
JEA CLASS 131+	JEA Class 332+ 1/3 CU YD KUBOTA KX080-4 MINI EXCAVATOR with Angle Blade (19,300 LBS) Conventional Tail Swing Compact Hydraulic Tracked Mini Excavators with various options (Tail Swing must not exceed 18") With Option J (THUMB ATTACHMENT - All-Inclusive to include all hydraulic cylinders, hoses, controls etc.)	KUBOTA KX080-4	KUBOTA KX080-4	Each	2	\$ 109,000.00	\$218,000.00	180	\$ 108,296.00	\$216,592.00	180
							\$634,000.00			\$630,744.00	

Lead times for both vendors are dependant on allocations from Kubota. But they both expect lead time to be about 180 days.

Price Delta	\$3,256.00
% Delta	0.52%

Business Unit Estimate Based on 18% estimated price increase From 2021 \$97,497.00 price.	Option	Replacement Cost	Quantity	Expected Total Cost
	STANDARD	J		
EXCAVATOR 19,000 LBS	4	2	6	\$ 690,000.00
Z11-02W Water Expansion				\$ 690,000.00
			Actual Cost	\$ 630,744.00
			Actual % Increase	7.82%