

# Welcome to the

## Awards Meeting

**October 26, 2023, 10:00 AM EST**

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

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

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

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

**JEA Awards Agenda**

**October 26, 2023**

**225 North Pearl St., Jacksonville, FL 32202 - Hydrangea Room 1st Floor**

[Teams Meeting Info](#)

**Consent Agenda**

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

Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term	JSEB Participation (Y/N) If Y, then list company name(s) (%), \$ - awarded)
1	Minutes	Minutes from 10/19/2023 Meeting	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	Joint Project	JP FDOT Herschel - San Juan to I-95	Melendez	Florida Dept of Transportation	Capital	\$421,548.60	N/A	\$421,548.60	N/A	Project Completion (Expected: 11/30/2023)	N/A
<p>Joint Project with Florida Department of Transportation For additional information contact: Lynn Rix</p> <p>This is to request a pre-bid deposit amount to the Florida Department of Transportation (FDOT), in accordance with the JEA/FDOT Master Agreement, for utility work associated with the FDOT SR 211 FPID 445431-1-52-01 project.</p> <p>JEA's water and sewer main facilities are all throughout the FDOT's right of way of their four (4) mile mill and resurfacing project. JEA has 165 valves and 112 manholes through this corridor that will need adjustments to accommodate FDOT's work/final grade placement.</p> <p>To reduce JEA construction/maintenance of traffic costs, as well as minimizing adverse impacts to JEA's rate payers, these adjustments will be constructed via FDOT's contractor and concurrently with their roadway construction project via the JEA/FDOT Master Agreement.</p>											
3	Single Source	NGS - N35 Electrical Equipment Upgrades	Melendez	ABB Inc.	Capital	\$527,000.00	N/A	\$527,000.00	N/A	Project Completion (Estimated February 2025)	N
<p>Single Source For additional information contact: Jason Behr</p> <p>The Power Cab electrical equipment for the GE 7B combustion turbines at NGS are over 40 years old, obsolete and in critical need of replacement. On July 1, 2018, ABB completed the acquisition of GE industrial Solutions; the OEM of the existing electrical equipment on all four units.</p> <p>JEA has outdated and very limited documentation and drawings of the existing electrical equipment. The initial phase of this project is to develop detailed engineering drawings of the electrical system by having qualified OEM field engineers familiar with the equipment trace out all electrical wiring, develop an equipment upgrade plan and bill of materials to be used during phase 2 of this project. Phase 1 of this project has been completed. Phase 2 of the project will include the removal of the old equipment, procurement, installation and commissioning of new equipment. JEA requested a quote from ABB and after a few site visits to assess the condition of the existing equipment, they provided us with a proposal to complete Phase 2 of this project on CTS. This project has a significant inherent risk due to the lack of existing drawings and the many unknowns about the condition of wiring and equipment in a difficult to access confined space area below the Power Cab enclosure. CT3 upgrade was completed during the spring 2022 outage. This project was a major success. CT4 upgrade will be completed during the spring 2024 outage. Due to the complexity, uniqueness and criticality of these combustion turbines, it is in the best interest of JEA to award this project to the OEM to keep the electrical equipment the same across all the units.</p>											
4	Invitation for Bid (IFB)	1411412246 LDV and Van Solicitation	McElroy	Duval Ford Bozard Ford Company Garber Ford, Inc.	FY25 Capital Purchase	\$149,502.99 \$1,434,959.00 \$687,118.00	NA	\$2,271,579.99	NA	One-time purchase, Expected delivery 11/30/2024	N
<p>Advertised: 09/06/2023 Responses Opened 10/17/2023 Three (3) Responses Received For additional information: Eddie Bayouth</p> <p>The purpose of this Invitation for Bid (the "IFB") is to purchase twenty-four (24) Ford F-150 pick-up trucks in various configurations, fourteen (14) Ford 1-ton vans in various configurations and three (3) Ford Lightning electric pick-up trucks for FY24. Seven (7) of the vehicles are for Water replacement, fourteen (14) are for Water expansion, sixteen (16) are for Electric replacement and four (4) are for Electric expansion.</p> <p>The price difference between lowest bidder and second lowest bidder for this solicitation averaged 4.6% and ranged from .9% to 9.4%, or around \$96K, making this a very competitive bid. All three (3) bidders are being awarded at least one (1) truck type with multiple trucks. When comparing the bid prices with prices paid in FY23, JEA Fleet only saw a 2.4% price increase overall. Because of the similarity in prices received, the purchase prices are deemed justifiable.</p>											
5	Invitation For Bid (IFB)	1411449246 River's Edge Streetlight Material for Project Spot Buy	McElroy	Gresco Supply, Inc.	Inventory	\$767,772.88	NA	\$767,772.88	NA	One-time purchase, Expected delivery 03/31/2024	N
<p>Advertised: 10/04/2023 Responses Opened 10/17/2023 Four (4) Responses Received For additional information: Eddie Bayouth</p> <p>The purpose of this Invitation for Bid (the "IFB") is to purchase materials notably for the River's Edge Streetlight Project in support of the Downtown Investment Authority and JEA Inventory; JEA Standard's plan is to offer this as an additional decorative lighting option to developers which could be used throughout our service territory. As future needs are identified, JEA procurement will procure those via contract increase to this award in accordance with JEA Procurement Code.</p> <p>The items being bought are ornamental street lights, poles, and accessories manufactured solely by Spring City Electrical Manufacturing Company; this Manufacturer's items were recently added and approved by the Electric Standard's group. These items were selected as part of a COJ DIA, Kimley-Horne, and JEA Standards collaboration to select these fixtures/poles, who in turn worked with the lighting manufacturer on the layout design and specification of the lighting fixtures for the River's Edge Project development on the Southbank.</p> <p>The winning bid is lower than the Business Unit estimate. While only one manufacturer's items are approved, four (4) different distributors participated in the solicitation. The second and third bids were 4% and 7% higher than the lowest bid. Even though we do not have any historic pricing data for these items as this is the first of a specialize kind specific for DIA projects, the comparison to the current acorn decorative light, pole, and banner assembly shows the new arrangement is more expensive. It should be noted that we believe the narrow spread between the best three (3) bids validates the pricing of the winning bid is in line with the market for this specific manufacturer's items.</p>											

Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term	JSEB Participation (Y/N) If Y, then list company name(s) (%), \$ - awarded)
6	Contract Increase	054-19 General Engineering Services - Pipeline Projects - Less than 16" (JSEB Sheltered)	Vu	Almond Engineering	Capital and O&M	\$700,000.00	\$1,959,048.89	\$3,754,953.78		Three (3) Years with w/Two (2) - One (1) Yr. Renewal	
	<p>Originally Awarded: 02/06/2020 For additional information contact: Darriel Brown</p> <p>The scope of work for this project is for the professional design and engineering services for water, sewer and reclaimed water projects with a pipe diameter of less than sixteen (16) inches and manhole inspection services.</p> <p>This increase is being requested as task orders completed under this contract have exhausted the available contract authorization; the business is planning for anticipated spend through current end date. This consultant has performed to expectations. The business anticipates future task authorizations will be assigned to this consultant.</p>								10/27/2022 - \$195,904.89 12/8/2022 - \$900,000.00	One (1) Yr. Renewal Used - One (1) Yr. Renewal Available  Start Date: 04/03/2020 End Date: 04/02/2024	100% Firm is JSEB Certified

**Consent Agenda Action**

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

**Consent and Regular Agenda Signatures**

Budget	Name/Title	<u>Stephanie M Healy</u> Manager, CBP
Awards Chairman	Name/Title	<u>Theodore B Phillips</u> CFO
Procurement	Name/Title	<u>Jemal M. PO</u>
Legal	Name/Title	<u>Rebecca Lavis</u>

**JEA Awards Agenda  
October 19, 2023  
225 North Pearl St., Jacksonville, FL 32202 - Hydrangea Room 1st Floor**

[Teams Meeting Info](#)  
Meeting ID: 276 270 648 614  
Passcode: asQLCJ

**Consent Agenda**

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

Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term	JSEB Participation (Y/N) If Y, then list company name(s) (% , \$ - awarded)
1	Minutes	Minutes from 10/12/2023 Meeting	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	Invitation to Negotiate (ITN)	1411290046 - Management Consulting	Stowe	ScottMadden Inc.	O&M	\$582,216.00	N/A	N/A	N/A	Five (5) Years w/One (1) - 1 Yr. Renewal One Renewal Remaining Start Date: 08/26/2023 End Date: 08/25/2028	N/A
<p>For additional information contact: Elaine Selders</p> <p>JEA is seeking consulting firms for ad hoc management consulting assignments for corporate and industry best practices, organization and work-flow improvements, and utility specific focus areas and topics (the "Work") and to determine the best method for JEA to procure the Work with regards to pricing, assignments duration, quality, process and work product.</p> <p>The team evaluated the Responses and the decision was made to award four contracts. The awarded companies will work as requested on management consulting projects and propose pricing based on the hourly rates provided in their Responses and estimated hours. The projects will be awarded as individual task orders.</p> <p>This task to ScottMadden is focused on improving the effectiveness of the IT organization following the recent implementation of an input metering management system and Asset 360. Leadership has decided to resource the development and implementation of world class governance and processes to support operational and administrative functions such as AMI system upgrades and WMB spend tracking.</p> <p>Specifically, JEA seeks to improve execution, prioritization, infrastructure, and systems which includes, but not limited to:</p> <ul style="list-style-type: none"> <li>▪ Ensuring JEA has appropriate IT infrastructure and systems that can adapt to growing needs, while maintaining high availability and reliability</li> <li>▪ Adopting sustainable practices focused on enhancing user experience and satisfaction</li> <li>▪ Ensuring alignment with overall business strategy</li> <li>▪ Recruiting, retaining, and developing talent that supports evolving technology</li> </ul> <p>The proposal pricing has been deemed reasonable and the estimated project completion timeline is four months. The Response Form and Proposal have been attached for reference.</p>											
3	Developer Agreement	2021-1551 Rivertown Parcel 19	Melendez	Mattamy Jacksonville LLC/ Burnam Construction, Inc.	Capital	\$811,160.12	N/A	\$811,160.12	N/A	Project Completion (Estimated September 2024)	N/A
<p>Three (3) Bids Received by the Developer For Additional Information Contact: David King</p> <p>This is a private development project where JEA has identified improvements consistent with the JEA Cost Participation Policy and as such are eligible for reimbursement. The developer has followed JEA procurement directives by advertising and awarding to the lowest responsible bidder. The solicitation was advertised, and a pre-bid meeting was held on 4/27/2022 and four prospective bidders attended. At bid opening Mattamy Jacksonville LLC received three bids, with Burnam Construction, Inc. being the lowest responsive bidder with the JEA portion of the overall bid at \$811,160.12.</p> <p>The JEA portion is approximately 35% below the JEA estimate of \$1,249,030.00. The Rivertown Parcel 19 project is part of the Rivertown Development and includes improvements covered in the Rivertown Developer and Utility Service Agreement. The proposed pump station and force main are designed to serve 150 townhomes with Phase 1 and an additional 150 units for Phases 2 and 3 for a total of 300 townhomes. This project is developer driven, so all design and engineering was completed by the developer at their cost (no JEA funds for design). JEA Development has reviewed and approved the construction plan submittal. Per the Developer Agreement, the Developer bid the project in accordance with JEA guidelines and the work has been awarded to the to the lowest qualified bidder. The project elements are comprised of 1,560 feet of 6" force main and a duplex pump station.</p>											




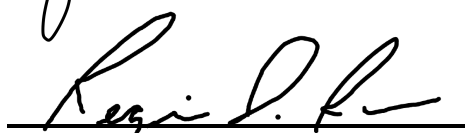
Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term	JSEB Participation (Y/N) If Y, then list company name(s) (% , \$ - awarded)
4	Contract Increase	037-19 Repair and Installation of Security Fencing	McElroy	Armstrong Fence Co.	Capital, O&M	\$1,110,000.00	\$2,627,479.00	\$5,136,248.90	05/09/2022 (10% Admin Increase) - \$262,747.90 06/02/2022 (Contract Increase) - \$770,000.00 06/24/2022 (10% Admin Increase) - \$366,022.00	Five (5) Years, Two (2) - 1 Yr. Renewals Start Date: 11/30/2019 End Date: 11/29/2024	Y, The Goodly Group of Northeast Florida Inc, 10%
	<p>Originally Awarded: 11/14/2019 For additional information: Jason Behr</p> <p>This contract increase is to provide additional funds to support the continued use of the contract. JEA funds contract not to exceed amounts based on current or forecast of the next fiscal year funds available, which may not support the full term of contract when established for a five-year term. Armstrong Fence Co has agreed to keep current pricing with this contract increase.</p> <p>For this increase, JEA is increasing the amount awarded to Armstrong Fence Co by \$1,110,000.00 to cover the services required for the remainder of the contract term.</p>										
5	Contract Increase	099-19 Northside Generating Station Refractory Repair Services	Erixton	Plibrico Company, LLC	Capital, O&M	\$2,795,000.00	\$4,389,164.82	\$7,623,081.30	10/03/2023 (10% Admin Increase) - \$438,916.48	Five (5) Years, Two (2) - 1 Yr. Renewals Start Date: 08/30/2019 End Date: 08/29/2024	N
	<p>Originally Awarded: 08/15/2019 For additional information: Jason Behr</p> <p>The scope of services includes, but is not limited to, furnishing all supervision, labor, material, tools, equipment, consumables, and subcontractors necessary for refractory installation which includes:</p> <ul style="list-style-type: none"> <li>•Brick mason work and anchor installation</li> <li>•Pour casting</li> <li>•Pneumatic gunning</li> <li>•Spray applications</li> <li>•Materials &amp; equipment receiving, unloading, hauling, staging and storage at designated locations</li> <li>•Qualifications Testing (both material and applicator) and the performance of other associated operations for all material, structures, equipment and accessories described herein</li> </ul> <p>The extent to which repairs are required and total dollar amount is unknown until each unit is taken offline during a planned or unplanned outage.</p> <p>For this increase, JEA is increasing the amount awarded to Plibrico Company, LLC by \$2,795,000.00 to cover the services required for the remainder of the contract term.</p>										
6	Developer Agreement	2020-4323 Katie Cove	Melendez	Katie Cove Development, LLC/ Earthworks of Florida, LLC	Capital	\$472,949.06	N/A	\$472,949.06	N/A	Project Completion (Estimated September 2024)	N/A
	<p>Two (2) Bids Received by the Developer For Additional Information Contact: David King</p> <p>This is a private development project where JEA has identified improvements consistent with the JEA Cost Participation Policy and as such are eligible for reimbursement. The Katie Cove Project (Avail. No. 2020-4323) consists of 35 single family residential units. This project requires 4,880-foot water main extension for potable water and fire protection. This project is located within the North Water Grid on Starratt Road, approximately 9,760 feet east of Yellow Bluff Road.</p> <p>The solicitation was advertised, and a pre-bid meeting was held on 3/23/2023. Katie Cove Development, LLC received two bids. Earthworks of Florida, LLC had the lowest overall bid amount and was awarded the project. The bid is approximately 24% below the JEA estimate of \$627,391.00. The JEA estimate included the material, labor, and equipment. JEA is reimbursing in accordance with the JEA Cost Participation Policy and the bid amount is deemed reasonable.</p> <p>This project is developer driven, so all design and engineering were completed by the developer at their cost (no JEA funds for design). JEA Development has reviewed and approved the construction plan submittal. Per the Cost Participation Agreement, the Developer bid the project in accordance with JEA guidelines and the work has been awarded to the lowest bidder.</p>										
7	Developer Agreement	2021-3007 Blackrock	Melendez	AMH Development Florida GC TRS, LLC/ TB Landmark Construction Inc.	Capital	\$1,593,403.00	N/A	\$1,593,403.00	N/A	Project Completion (Estimated September 2024)	N/A
	<p>One (1) Bid Received by the Developer For Additional Information Contact: David King</p> <p>This is a private development project where JEA has identified improvements along Blackrock Road, a Major Collector Road that is listed in Exhibit C of the Nassau County/JEA Water and Wastewater Interlocal Agreement, where JEA is contractually obligated to fund regional water and wastewater facilities along these roads.</p> <p>The Blackrock Cove Offsite Project (Avail. No. 2021-3007) is a water and force main extension project along Blackrock Road to serve water and wastewater to the proposed 236 residential units, and is located within the Nassau Water and Wastewater Grid. This project requires a 3,642-foot water main extension for potable water and fire protection, and a 2,932-foot force main extension for wastewater.</p> <p>The Developer bid the project in accordance with JEA guidelines and the work has been awarded to the low bid. JEA will fund 100% of the construction costs. The developer has followed JEA procurement directives by advertising and awarding to the lowest responsible bidder. The solicitation was advertised, and a pre-bid meeting was held on 7/31/2023. Only one bid was provided by TB Landmark Construction Inc. The bid is approximately 10% below the JEA estimate of \$1,763,152.00. The JEA estimate included the material, labor, and equipment. JEA is reimbursing in accordance with the JEA Cost Participation Policy and the bid amount is deemed reasonable.</p> <p>This project is developer driven, so all design and engineering were completed by the developer at their cost (no JEA funds for design). JEA Development has reviewed and approved the construction plan submittal. Per the Nassau County/JEA Water and Wastewater Interlocal agreement, JEA's obligation to fund regional water and wastewater facilities will be limited to those areas along the arterial and collector roads as defined in the Nassau County Florida Local Government Comprehensive Planning Program, Existing and Future Land Use Map Series.</p>										

Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term	JSEB Participation (Y/N) If Y, then list company name(s) (% , \$ - awarded)
8	Contract Renewal	082-19 Repair and Maintenance of Generators	McElroy	Zabatt Power Systems	Capital, O&M	\$2,442,522.86	\$4,118,502.00	\$8,884,309.26			
	<p>Originally Awarded: 6/13/2019 For additional information: Darriel Brown</p> <p>Request approval to award a contract renewal and increase to Zabatt Power Systems for Repair and Maintenance of Generators in the amount of \$2,442,522.86. This service is for the scheduled and emergency repair and maintenance of generators throughout the JEA service territory in the following counties: Clay, Duval, Nassau, and St. Johns. This work may include, but is not limited to, repairs to engines, generators, control panels, batteries, battery chargers, voltage regulators, jacket water heaters, fuel day tanks, fuel tanks, fuel tank controls, alarms, and related switches.</p> <p>Zabatt Power Systems has performed well under this contract and JEA desires to exercise the available one (1) year renewal. Zabatt has agreed to renew this contract at their current contract rates and the unit prices will remain fixed for the term of the contract. Facilities is projecting the addition of 135 new assets requiring maintenance.</p>									11/02/2021 - \$41,1850.20 5/26/2023 - \$1,911,434.20	Three (3) Years w/Two (2) - 1 Yr. Renewals Start Date: 11/01/2019 End Date: 10/31/2024 No Renewals Remaining

**Consent Agenda Action**

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

**Consent and Regular Agenda Signatures**

<b>Budget</b>	<b>Name/Title</b>	 Manager, CBP
<b>Awards Chairman</b>	<b>Name/Title</b>	 CFO
<b>Procurement</b>	<b>Name/Title</b>	 CPO
<b>Legal</b>	<b>Name/Title</b>	 Chief Legal Officer

Award #2 10/26/23 Supporting Documents



*Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

1109 S. Marion Avenue  
Lake City, FL 32025

JARED W. PERDUE, P.E.  
SECRETARY

Daniel Colley  
225 N Pearl Street  
Jacksonville, FL 32202-0000

**SUBJECT: UTILITY WORK BY HIGHWAY CONTRACTOR MASTER AGREEMENT (AT UAO AND FDOT EXPENSE COMBINED)**  
**FPID – 445431-1-52-01**  
**Federal No. – D221-086-B**  
**County – Duval**  
**State Road – 211**  
**Project Description – SR211 FROM SAN JUAN AVE TO I-95**

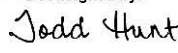
Dear Mr. Colley:

This is your approved Utility Work Order/Notice to Proceed in the amount of \$421,548.60 for the adjustment of JEA Water & Sewer manholes, meters, and valves along SR211 as reflected under the terms of the executed Utility Work by Highway Contractor Master Agreement.

**NOTE: The Department of Transportation is requesting the deposit of the above required funds by October 30, 2023.**

If there are any questions, please call me at (386) 961-7452

Sincerely,

DocuSigned by:  
  
6E9D8634951247F...

Todd Hunt  
D2 Utilities Administrator

Enclosures

cc: Jeff Daugharty – Project Management – Email  
Charmaine Small – OOC General Accounting Office – Email  
D2 Specs – Email  
File – Letter & Agreement

**Award #2 10/26/23 Supporting Documents**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**AGREEMENT SUMMARY SHEET**350-020-03  
COMPTROLLER  
9/18

**Attach this completed form to the agreement and forward to the  
LFA Section in the OOC, General Accounting Office, M.S. 42B.  
If you have any questions, please call  
850-414-4867 or 850-414-4889.**

1. Participants Name: JEA Water & Sewer  
 Participants Address: 225 N Pearl Street  
 City, State, Zip: Jacksonville, FL 32202-0000  
 Contact: Daniel Colley Phone Number: 904-431-2385  
 E-Mail Address: colldm2@jea.com Fax Number: \_\_\_\_\_  
 Federal Employer ID # and address sequence: F592983007008  
 FEID# has a verified W-9 registered with the Department of Financial Services: Yes No In Process

2. Refund Address: JEA Payment Processing CC-3, 225 N Pearl Street  
Jacksonville, FL 32202-0000

3. District Contact Person: Todd Hunt Phone Number: (386) 961-7452  
 District Number: 2 - Lake City Fax Number: (386) 758-3736

4. Agreement Date: \_\_\_\_\_ 5. Date Form Modified: \_\_\_\_\_

6. Agreement Amount: \$421,548.60 7. Escrow Deposit Due Date: 10/30/2023

Amount Due: \$ \_\_\_\_\_ Additional Deposit Due Date: \_\_\_\_\_

Amount Due: \$ \_\_\_\_\_ Additional Deposit Due Date: \_\_\_\_\_

Amount Due: \$ \_\_\_\_\_

8. County Name: DUVAL 9. FDOT County Number: 72

10. If fund type is LFR/LFRF (Yes No), what is the anticipated start date of the payback: \_\_\_\_\_

Is payback to be made in: Scheduled Payments Quarterly Lump Sum

11. Participant is responsible for (check one): 100% Other Percentage ( \_\_\_\_\_ %)

Bid Items Lump Sum

If participant is responsible for bid items, please complete the attached spreadsheet.

12. Description of work: Construction cost to support JEA Water and Sewer's manhole, meter, and valve adjustments.

13. Financial Project # Including 6x Phases	14. Amount	15. Work Program Fund Code	16. Federal Part or Non-Federal Part.	17. Contract #	18. % to Bill
445431-1-52-01	\$421,548.60	LF	0	N/A	100%

19. Has WP been updated to reflect the changes on this form? Yes No

20. Comments: PSEE Funding Request submitted 08/14/2023.



**Award #2 10/26/23 Supporting Documents**

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**

710-010-04  
UTILITIES  
04/10

**UTILITY WORK ORDER CHANGE NO. 1**

<b>Financial Project ID: 445431-1-52-01</b>	<b>Federal Project ID: D221-086-B</b>
<b>County: Duval</b>	<b>State Road No.: 211</b>
<b>District Document No: 1</b>	
<b>Utility Agency/Owner (UAO): JEA Water &amp; Sewer</b>	

- A.
- The Agency is hereby authorized to observe the following changes in the plans and/or specifications to the subject Utility Agreement, and to perform such work accordingly, further described as:  
UTILITY WORK BY HIGHWAY CONTRACTOR MASTER AGREEMENT (AT UAO AND FDOT EXPENSE COMBINED)
  - The items of work covered by this Work Order Change are referenced to an Agreement of record dated 12/07/2000, and no Supplemental Agreement is required.

- B.
- The Utility Relocation Work is to conform to that shown by the utility adjustment plans as:
    - ATTACHED.
    - INCLUDED IN THE HIGHWAY CONTRACT PLANS.
  - The cost of this Utility Work is:
    - NONREIMBURSABLE
    - REIMBURSABLE
      - Force Account Method
      - Lump Sum Method
      - Third Party Contract Method

C.

ESTIMATED COST OF WORK DUE TO THIS CHANGE:							
ITEM NO.	ITEM	UNIT	UNIT PRICE	WORK ELIMINATED (-)		ADDITIONAL WORK (+)	
				QUANTITY	AMOUNT	QUANTITY	AMOUNT
445431-1-52-01	WO#1						\$421,548.60
Sub-Totals.....							\$421,548.60
Net Cost of Construction Changes, this order.....							\$421,548.60
Cost of Construction Changes, previously ordered.....							
Net Total Cost Construction Changes to Date.....							
Contract Amount.....							\$421,548.60
Estimated Cost of Work Authorized to Date.....							\$421,548.60

Recommended: 09/12/2023 Date Approved: 09/12/2023 Date Approved: \_\_\_\_\_ Date

*Adam Wilford*  
District Utility Coordinator

DocuSigned by:  
*Todd Hunt*  
District Utility Engineer/Administrator

Division Administrator  
Federal Highway Administration

Adam Wilford  
Typed Name

Todd Hunt  
Typed Name

Typed Name

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**Florida Department of Transportation  
Office of the Comptroller  
Wire and ACH Instructions**



**Wire and ACH Instructions for Local Funds Being Deposited into the Treasury Cash  
Deposit Trust Fund K 11-78 with Department of Financial Services**

**Please wire or ACH funds to:**

Department of Financial Services  
c/o Wells Fargo Bank, N.A.  
1 Independent Drive  
Jacksonville, Florida 32202  
Phone: (813) 225-4338

**ESCROW WIRING and ACH INSTRUCTIONS**

Wells Fargo Bank, N.A.  
Account # 4834783896  
ABA # 121000248  
Chief Financial Officer of Florida  
Re: DOT – K 11-78, Financial project #

In order for FDOT to receive credit for the funds due to the Department, the reference line must contain "FDOT" and an abbreviated purpose, financial project number or LFA account number.

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Once the wire transfer is complete, please contact Charmaine Small at 850-414-4885 with the following information:

Financial Project Number, Dollar amount of transfer, Name of Participant

It is critical that the above information be provided to the LFA accountants to properly process the deposit.

**SUBSTITUTE FORM W9:** The Department of Financial Services now requires all entities who receive payments from the State of Florida to have a Substitute Form W-9 on file. All cash disbursements (return of cash collateral or earned income) will be subject to this requirement. The Substitute Form W-9 can be completed online through the State of Florida Vendor Portal Website (<https://flvendor.myfloridacfo.com/>).

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**UTILITY WORK BY HIGHWAY CONTRACTOR MASTER AGREEMENT**  
(AT UAO AND FDOT EXPENSE COMBINED)

The following changes are hereby made to the Utility Work by Highway Contractor Master Agreement (at UAO and FDOT Expense Combined) between the **State of Florida Department of Transportation** (the “**FDOT**”) and JEA (the “**UAO**”) dated the 7<sup>th</sup> day of December, 2000:

1. The words “and/or **FDOT** design consultant” are added after the word “contractor” in the following locations:

- a. The fifth premises clause;
- b. The sixth premises clause; and
- c. The introductory sentence of paragraph 1.

2. The following sentence is added at the end of subparagraph 1.a.(1):

“If desired by **FDOT**, the notice shall also offer to have the **FDOT** design consultant prepare the Plans Package for the Project.”

3. The following sentence is added at the end of subparagraph 1.a.(2):

“The **UAO** shall also respond to **FDOT**’s offer, if any, to have the **FDOT** design consultant prepare the Plans Package for the Project. If no such offer has been made by **FDOT** and the **UAO** desires to have the **FDOT** design consultant prepare the Plans Package for the Project, the **UAO** shall make such a request in the response.”

4. The words “if the Plans Package will be prepared by the **UAO**,” are added after the word “thereon” in the last line of subparagraph 1.b.(2).

5. The words “if applicable” are added in the following locations:

- a. At the end of subparagraphs 1.c.(1)(e), 1.c.(1)(h);
- b. At the end of the last sentence of subparagraph 2.h.
- c. At the beginning of subparagraph 2.I.
- d. After the work “Package” in the fourth line of subparagraph 3.b.
- e. After the parenthetical phrase in the second line of subparagraph 4.a.

6. The words “if applicable, and” are added after the word “provisions” in the second line of subparagraph 1.c.(2).

7. The following new subparagraph 1.d. is added prior to paragraph 2:

“d. Alternative Design Procedure

If, pursuant to the provisions of subparagraph 1.a., the Plans Package will be prepared by the **FDOT** design consultant, the provisions of subparagraph 1.c.(2) regarding preparation of the Plans Package by the **UAO** shall not apply and the following provisions shall govern the preparation of the Plans Package in lieu

**Award #2 10/26/23 Supporting Documents**

thereof:

- (1) **FDOT's** design consultant shall prepare final engineering design, plans, other necessary related design documents, and cost estimate for the Utility Work as more specifically described in **FDOT's** Supplemental Agreement to **FDOT's** design services contract.
- (2) The Plans Package shall be in the same format as the **FDOT's** contract documents for the Project.
- (3) The Plans Package shall include any and all activities and work effort required to perform the Utility Work, including but not limited to, all clearing and grubbing, survey work and maintenance of traffic.
- (4) The Plans Package shall be prepared in compliance with the **FDOT's** Utility Accommodation Manual and the **FDOT's** Plans Preparation Manual in effect at the time the Plans Package is prepared, and the **FDOT's** contract documents for the Project. If the **FDOT's** Plans Preparation Manual is updated and conflicts with the **FDOT's** Utility Accommodation Manual, the Utility Accommodation Manual shall apply where such conflicts exist.
- (5) The technical special provisions which are a part of the Plans Package shall be prepared in accordance with the **FDOT's** guidelines on preparation of technical special provisions.
- (6) The **FDOT** design consultant shall provide a copy of the proposed Plans Package to the **UAO**, for review at the stages that they are provided to **FDOT**. **UAO** shall review the Plans Package to see that it complies with the requirements of this Agreement.
- (7) In the event that the **UAO** finds any deficiencies in the Plans Package during the reviews performed pursuant to subparagraph f. above, the **UAO** will notify the **FDOT** in writing of the deficiencies within the time specified in the plans review transmittal.
- (8) The **UAO** shall furnish the **FDOT** such information from the **UAO** files as requested by the **FDOT**.
- (9) The Facilities and the Utility Design will include all utility facilities of the **UAO** which are located within the limits of the Project, except as may be specified in the communications pursuant to subparagraph 1.a.
- (10) If the Utility Work is reimbursable, **FDOT** shall pay the cost for the preparation of the Plans Package.
- (11) If the Utility Work is not reimbursable, the Plans Package shall be prepared at the sole cost and expense of the **UAO**. The **UAO** agrees that it will, at least fifteen (15) days prior to the **FDOT** issuing the Supplemental Agreement to its design consultant, furnish the **FDOT** an advance deposit of the amount of the Supplemental

## Award #2 10/26/23 Supporting Documents

Agreement for the payment for preparation of the Plans Package. It is understood that the **FDOT's** design consultant shall not begin any work on the Plans Package until the **FDOT** has received the above payment and that if such payment is not timely received, the Plans Package will not be prepared by the **FDOT's** design consultant. The **FDOT** shall utilize this deposit for the payment of Utility Design. Both parties further agree that the costs incurred in connection with the work as referenced in subparagraph 3.j. shall include the cost of preparation of the Plans Package. No work in excess of the advance deposit shall be done. In the event that it is subsequently determined that work in addition to that described in the Supplemental Agreement is necessary in order to properly complete the preparation of the Plans Package, the **UAO** shall make an additional deposit in the amount necessary to issue a subsequent Supplemental Agreement for the additional work. The payment of funds under this paragraph will be made directly to the **FDOT** for deposit into the State Transportation Trust Fund unless the **UAO** requests in the communications under subparagraph 1.a. that they be deposited in escrow with the Department of Financial services as provided in the standard Memorandum of Agreement between the **UAO**, the **FDOT** and the State of Florida, Department of Financial Services, Division of Treasury. Deposits of less than \$100,000.00 must be pre-approved by the **FDOT** Comptroller's Office.

(12) It is specifically understood and agreed that if post-design services are needed in connection with the performance of the Utility Work, and if the Utility Work is not reimbursable, the **UAO** shall make an additional deposit in the amount that **FDOT** will pay the **FDOT** design consultant for the payment of said post-design services. The **FDOT** will notify the **UAO** no later than 60 days prior to the date of deposit of the amount of the deposit and the date for the deposit. Said amount will be deposited into the State Transportation Trust Fund. The **FDOT** and the **UAO** acknowledge and agree that the amount stated above will include an additional ten percent (10%) to cover the **UAO's** obligation for the cost of the post-design services as set forth in Section 337.403(1)(b) of the Florida Statutes. The amount of the deposit shall constitute a maximum limiting amount. In the event that the **UAO** fails to timely make the deposit for post-design services, all post-design services for the Utility Design shall be performed by the **UAO** at the **UAO's** sole cost and expense, and at a time and in a manner that does not cause delay to the Project. Both parties further agree that the costs incurred in connection with the work as referenced in subparagraph 3.j. shall include the cost of post-design services hereunder.”

8. The words “under Florida condemnation law” are removed from the first sentence of subparagraph 3.a. and the following sentence is added at the end of that subparagraph:

“As used herein, the words “compensable land interest” shall mean any interest in property, the taking of which is subject to the payment of compensation under the Constitution of the United States of America or under the Florida Constitution, but only to the extent of the compensability under the terms and conditions of the document creating the interest, and provided that nothing herein shall be interpreted to modify, alter, amend, or override the specific terms and conditions of said document.”

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ATTEST:

By: Cindy Ikerd  
Print Name: Cindy Ikerd  
Title: Admin. Asst.  
Date: 4/14/11

DEPARTMENT:

By: Brian Blanchard #19-11  
Printed Name: Brian Blanchard  
Title: Chief Engineer  
Date: 4/14/11

Legal Review:

By: Roger Wood  
Office of the General Counsel

ATTEST:

By: Heather Burnett  
Print Name: Heather Burnett  
Title: Manager  
Date: 4/5/11

UAO:

By: John P. McCarthy  
Printed Name: John P. McCarthy, Director  
JEA Procurement Services  
Chief Procurement Officer  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Legal Review:

By: \_\_\_\_\_  
Counsel for UAO  
Reviewed by  
Purchasing Contracts  
Specialist  
HCB

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**UTILITY WORK BY HIGHWAY CONTRACTOR MASTER AGREEMENT**  
(AT UAO AND FDOT EXPENSE COMBINED)

THIS AGREEMENT, entered into this 14<sup>th</sup> day of December, year of 2010 by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "FDOT", and TEA, hereinafter referred to as the "UAO";

WITNESSETH:

WHEREAS, the UAO owns, or may in the future own, certain utility facilities which are or may in the future be located on any public roads or publicly owned rail corridors, hereinafter referred to as the "Facilities" (said term shall be deemed to include utility facilities as the same may be relocated, adjusted, or placed out of service); and

WHEREAS, the FDOT, engages in projects which involve constructing, reconstructing, or otherwise changing public roads and other improvements located on public roads or publicly owned rail corridors, hereinafter referred to as either the "Project" or "Projects"; and

WHEREAS, the Projects may require the location (vertically and/or horizontally), protection, relocation, adjustment, or removal of the Facilities, or some combination thereof, hereinafter referred to as "Utility Work"; and

WHEREAS, the UAO, in accordance with and subject to the limitations of the terms and conditions of this Agreement, may be entitled to be reimbursed for some of the Utility Work and may, under the law of the State of Florida, be obligated to perform other Utility Work at the UAO's sole cost and expense; and

WHEREAS, the FDOT and the UAO have authority to enter into a joint agreement pursuant to Section 337.403(1)(b), Florida Statutes for the Utility Work to be accomplished by the FDOT's contractor as part of the construction of the Projects; and

WHEREAS, the FDOT and the UAO desire to enter into a master agreement which establishes the terms and conditions under which the Utility Work, both for Utility Work to be reimbursed and for Utility Work to be performed at the sole cost and expense of the UAO, will be performed by the FDOT's highway contractor for any particular project and eliminates the need for an individual agreement on each Project;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the FDOT and the UAO hereby agree as follows:

1. Implementing Projects

In the event that the FDOT determines that Utility Work may be necessary for any Project, the following procedure shall apply to implementing the arrangement to have the Utility Work performed by FDOT's highway contractor for that Project, provided that the UAO and the FDOT may mutually agree to combine or eliminate all or any portion of this procedure on any Project:

a. First Contact.

- (1) The FDOT shall send a written notice to the UAO specifying the applicable Project, offering to implement a joint arrangement for the project, providing the FDOT's then current plans for the Project, specifying the current percentages for the Allowances as defined in Subparagraph 3. d. that the FDOT requires at that time, and specifying the return date by which the UAO must comply with Subparagraphs 1.a.(2), (3) and (4).
- (2) The UAO shall, by the date specified by the FDOT in the written notice, respond in writing to the FDOT's offer to implement a joint arrangement, stating whether the UAO desires to implement a joint arrangement or not for the particular Project, specifying what Facilities the UAO does not want to include in the joint arrangement, specifying what inspection and testing activities the UAO desires to have the FDOT perform under Subparagraph 2.e., and specifying the desired method of deposit for funds paid by the UAO under Subparagraph 3.e. Deposits of less than \$100,000.00 must be pre-approved by the FDOT Comptroller's Office.

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**UTILITY WORK BY HIGHWAY CONTRACTOR MASTER AGREEMENT**  
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- (3) In the event that the UAO timely indicates that it desires to implement a joint arrangement, the UAO shall also return a copy of the FDOT's plans on which the location of the existing Facilities is marked or verified to FDOT's satisfaction. The UAO shall also mark which of the Facilities the UAO believes are reimbursable under this Agreement.
  - (4) If the UAO believes that the Utility Work is reimbursable under this Agreement, the UAO shall, by the date specified by the FDOT in the written notice, also return documentation of the basis for entitlement to reimbursement under the provisions of this Agreement, and a preliminary estimate of the cost for the Utility Work. Failure to timely return such documentation shall make the Utility Work not reimbursable.
  - (5) After receipt of the documents required by Subparagraphs 1. a. (2), (3) and (4), the FDOT shall send a notice to the UAO confirming the implementation of the joint arrangement, and confirming the FDOT acceptance of the items specified by the UAO under Subparagraph 1.a.(2) above.
  - (6) If the UAO fails to respond timely as required above or declines to implement a joint arrangement for the Project, or if the FDOT does not accept the items specified by the UAO specified under Subparagraph 1.a.(2), this Agreement shall no longer apply to the Utility Work for that Project and the Utility Work for that Project shall be performed under a separate arrangement.
- b. Second Contact.
- (1) After confirmation of the implementation by the FDOT pursuant to Subparagraph 1.a.(5) above, the FDOT shall, at the appropriate time, send a notice to the UAO, along with an updated set of plans for the Project, specifying the time and place of a mandatory utility meeting.
  - (2) A representative of the UAO familiar with the Project and the Facilities shall attend the meeting and be prepared to discuss the Project and the design for the Utility Work. The representative shall bring to the meeting a copy of the FDOT's updated plans marked with any existing Facilities not accurately shown thereon and marked with a preliminary Utility Work design concept.
- c. Third Contact.
- (1) After the mandatory utility meeting, the FDOT shall, at the appropriate time, send the UAO:
    - (a) Additional updated FDOT plans for the Project;
    - (b) The FDOT's then current Utility Work Schedule form (said schedule to be used in the case of a bid rejection);
    - (c) If the Utility Work is reimbursable, the FDOT's then current utility estimate summary form;
    - (d) If not previously provided, a notice verifying eligibility for reimbursement or verifying that the Utility Work is not reimbursable;
    - (e) A notice specifying the return date by which the UAO must comply with Subparagraph 1.c.(2);
    - (f) A notice specifying whether a utility permit will be required for the Utility Work;
    - (g) A notice verifying the version of the Utility Accommodation Manual that will apply to the Utility Work;
    - (h) A notice verifying the stages for the Plans Package review under Subparagraph 1.c.7.;
    - (i) The current form of Memorandum of Agreement for deposit of funds referred to in Subparagraph 3.e.;
    - (j) The instruction form then being used by the FDOT for providing direction in following this process; and
    - (k) Such other information the FDOT deems pertinent.
  - (2) Within the time frame specified in this third contact notice, the UAO shall return to the FDOT a final engineering design, plans, technical special provisions, a cost estimate, and a contingency Utility Work Schedule (said contingency schedule to be used in the case of a bid rejection) for the Utility



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Work (hereinafter referred to as the "Plans Package"). The cost estimate which is part of the Plans Package shall be separated into an amount for the Facilities which are reimbursable and those which are not.

- (3) The Plans Package shall be in the same format as the FDOT's contract documents for the Project and shall be suitable for reproduction.
- (4) Unless otherwise specifically directed in writing, the Plans Package shall include any and all activities and work effort required to perform the Utility Work, including but not limited to, all clearing and grubbing, survey work and shall include a traffic control plan.
- (5) The Plans Package shall be prepared in compliance with the FDOT's Utility Accommodation Manual and the FDOT's Plans Preparation Manual in effect at the time the Plans Package is prepared, and the FDOT's contract documents for the Project. If the FDOT's Plans Preparation Manual has been updated and conflicts with the Utility Accommodation Manual, the Utility Accommodation Manual shall apply where such conflicts exist.
- (6) The technical special provisions which are a part of the Plans Package shall be prepared in accordance with the FDOT's guidelines on preparation of technical special provisions and shall not duplicate or change the general contracting provisions of the FDOT's Standard Specifications for Road and Bridge Construction and any Supplemental Specifications, Special Provisions, or Developmental Specifications of the FDOT for the Project.
- (7) UAO shall provide a copy of the proposed Plans Package to the FDOT, and to such other right of way users as designated by the FDOT, for review at the following stages identified in the notices from the FDOT referenced above. Prior to submission of the proposed Plans Package for review at these stages, the UAO shall send the FDOT a work progress schedule explaining how the UAO will meet the FDOT's production schedule. The work progress schedule shall include the review stages, as well as other milestones necessary to complete the Plans Package within the time specified in Subparagraph 1.c.(2) above.
- (8) In the event that the FDOT finds any deficiencies in the Plans Package during the reviews performed pursuant to Subparagraph 1.c.(7) above, the FDOT will notify the UAO in writing of the deficiencies and the UAO will correct the deficiencies and return corrected documents within the time stated in the notice. The FDOT's review and approval of the documents shall not relieve the UAO from responsibility for subsequently discovered errors or omissions.
- (9) The FDOT shall furnish the UAO such information from the FDOT's files as requested by the UAO; however, the UAO shall at all times be and remain solely responsible for proper preparation of the Plans Package and for verifying all information necessary to properly prepare the Plans Package, including survey information as to the location (both vertical and horizontal) of the Facilities. The providing of information by the FDOT shall not relieve the UAO of this obligation nor transfer any of that responsibility to the FDOT.
- (10) The Facilities and the Utility Work will include all utility facilities of the UAO which are located within the limits of the Project, except as specifically indicated and agreed to by the parties in the notices referenced above. These exceptions shall be handled by separate arrangement.
- (11) The UAO shall fully cooperate with all other right of way users in the preparation of the Plans Package. Any conflicts that cannot be resolved through cooperation shall be resolved in the manner determined by the FDOT.

## 2. Performance of Utility Work

- a. The FDOT shall incorporate the Plans Package into its contract for construction of the Project.
- b. The FDOT shall procure a contract for construction of the Project in accordance with the FDOT's requirements.

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- c. If the portion of the bid of the contractor selected by the FDOT which is for performance of the portion of the Utility Work which is not reimbursable exceeds the FDOT's official estimate for that portion of the Utility Work by more than ten percent (10%) and the FDOT does not elect to participate in the cost of that portion of the Utility Work pursuant to Section 337.403(1)(b), Florida Statutes, the UAO may elect to have the Utility Work removed from the FDOT's contract by notifying the FDOT in writing within 5 days from the date that the UAO is notified of the bid amount. Unless this election is made, the Utility Work shall be performed as part of the Project by the FDOT's contractor.
- d. If the UAO elects to remove the Utility Work from the FDOT's contract in accordance with Subparagraph 2. c., the UAO shall perform the Utility Work separately pursuant to the terms and conditions of the FDOT's standard relocation agreement, the terms and conditions of which are incorporated herein for that purpose by this reference, and in accordance with the contingency relocation schedule which is a part of the Plans Package. The UAO shall proceed immediately with the Utility Work so as to cause no delay to the FDOT or the FDOT's contractor in constructing the Project.
- e. The UAO shall perform all engineering inspection, testing, and monitoring of the Utility Work to insure that it is properly performed in accordance with the Plans Package, except for the activities identified in the notices sent pursuant to Paragraph 1. to be performed by, or on behalf of the FDOT and will furnish the FDOT with daily diary records showing approved quantities and amounts for weekly, monthly, and final estimates in accordance with the format required by FDOT procedures.
- f. Except for the inspection, testing, monitoring and reporting to be performed by the UAO in accordance with Subparagraph 2. e., the FDOT will perform all contract administration for its construction contract.
- g. The UAO shall fully cooperate with the FDOT and the FDOT's contractor in all matters relating to the performance of the Utility Work.
- h. The FDOT's engineer has full authority over the Project and the UAO shall be responsible for coordinating and cooperating with the FDOT's engineer. In so doing, the UAO shall make such adjustments and changes in the Plans Package as the FDOT's engineer shall determine are necessary for the prosecution of the Project.
- i. The UAO shall not make any changes to the Plans Package after the date on which the FDOT's contract documents are mailed to Tallahassee for advertisement of the Project unless those changes fall within the categories of changes which are allowed by supplemental agreement to the FDOT's contract pursuant to Section 337.11, Florida Statutes. All changes, regardless of the nature of the change or the timing of the change, shall be subject to the prior approval of the FDOT.

### 3. Cost of Utility Work

- a. The Utility Work will be reimbursable under this Agreement when the Project is federal aid eligible pursuant to the provisions of Section 337.403(1)(a), Florida Statutes, when a written agreement incidental to a right-of-way acquisition process requires the FDOT to compensate the UAO for the costs of any subsequent relocation of the Facilities, or when the UAO holds a compensable land interest under Florida condemnation law in the existing location of the Facilities at the time of the Project. In any other circumstances, the Utility Work will be performed at the sole cost and expense of the UAO. Failure of the UAO to timely provide documentation of the basis for reimbursement as required by Subparagraph 1.a.(3) of this Agreement shall make the Utility Work not reimbursable.
- b. The UAO shall be responsible for all costs of the portion of Utility Work that is not reimbursable which the FDOT does not elect to participate in under Section 337.403(1)(b), Florida Statutes and all costs associated with any adjustments or changes to the Utility Work determined by the FDOT's engineer to be necessary, including, but

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not limited to the cost of changing the Plans Package and the increase in the cost of performing the Utility Work, unless the adjustments or changes are necessitated by an error or omission of the FDOT. The UAO shall not be responsible for the cost of delays caused by such adjustments or changes unless they are attributable to the UAO pursuant to Subparagraph 4.a.

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- c. At such time as the FDOT prepares its official estimate, the FDOT shall notify the UAO of the amount of the official estimate for the Utility Work. Upon being notified of the official estimate, the UAO shall have five (5) working days within which to accept the official estimate for purposes of making deposits and for determining any possible contribution on the part of the FDOT to the cost of the Utility Work, or to elect to have the Utility Work removed from the FDOT's contract and performed separately pursuant to the terms and conditions set forth in Subparagraph 2. d. hereof.
  - d. At least thirty (30) calendar days prior to the date on which the FDOT advertises the Project for bids, the UAO will pay to the FDOT an amount equal to the portion of the FDOT's official estimate which is not reimbursable; plus the percentages established by the notice given under Subparagraph 1.a.(1) for mobilization of equipment for the Utility Work, additional maintenance of traffic costs for the Utility Work, and for administrative costs of field work, tabulation of quantities, Final Estimate processing and Project accounting (said three amounts for mobilization, maintenance of traffic and administrative costs to be hereinafter collectively referred to as the "Allowances"); plus 10% of the official estimate for a contingency fund to be used as hereinafter provided for changes to the Utility Work during the construction of the Project (the "Contingency Fund").
  - e. Payment of the funds pursuant to this paragraph will be made directly to the FDOT for deposit into the State Transportation Trust Fund or as provided in the Memorandum of Agreement between UAO, FDOT and the State of Florida, Department of Insurance, Division of Treasury as specified in the notices provided pursuant to Paragraph 1.
  - f. If the portion of the contractor's bid selected by the FDOT for performance of the Utility Work which is not reimbursable exceeds the amount of the deposit made pursuant to Subparagraph c. above, then subject to and in accordance with the limitations and conditions established by Subparagraph 2. c. hereof regarding FDOT participation in the cost of the Utility Work and the UAO's election to remove the Utility Work from the Project, the UAO shall, within fourteen (14) calendar days from notification from the FDOT or prior to posting of the accepted bid, whichever is earlier, pay an additional amount to the FDOT to bring the total amount paid to the total obligation of the UAO for the cost of the Utility Work which is not reimbursable, plus Allowances and 10% Contingency Fund. The FDOT will notify the UAO as soon as it becomes apparent the accepted bid amount plus allowances and contingency is in excess of the advance deposit amount; however, failure of the FDOT to so notify the UAO shall not relieve the UAO from its obligation to pay for its full share of project costs on final accounting as provided herein below. In the event that the UAO is obligated under this Subparagraph 3.f. to pay an additional amount and the additional amount that the UAO is obligated to pay does not exceed the Contingency Fund already on deposit, the UAO shall have sixty (60) calendar days from notification from the FDOT to pay the additional amount, regardless of when the accepted bid is posted.
  - g. If the accepted bid amount plus allowances and contingency for the non-reimbursable Utility Work is less than the advance deposit amount, the FDOT will refund the amount that the advance deposit exceeds the bid amount plus allowances and contingency if such refund is requested by the UAO in writing and approved by the Comptroller of the FDOT or his designee.
  - h. Should contract modifications occur that increase the UAO's share of total project costs, the UAO will be notified by the FDOT accordingly. The UAO agrees to provide, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the FDOT is sufficient to fully fund its share of the project costs. The FDOT shall notify the UAO as soon as it becomes apparent the actual costs will overrun the award amount; however, failure of the FDOT to so notify the UAO shall not relieve the UAO from its obligation to pay for its full share of project costs on final accounting as provided herein below.
  - i. The FDOT may use the funds paid by the UAO for payment of the cost of the non-reimbursable Utility Work. The Contingency Fund may be used for increases in the cost of the non-reimbursable Utility Work which occur

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because of quantity overruns or because of adjustments or changes in the Utility Work made pursuant to Subparagraph 2. h. Prior to using any of the Contingency Fund, the FDOT will obtain the written concurrence of the person delegated that responsibility by written notice from the UAO. The delegatee shall respond immediately to all requests for written concurrence. If the delegatee refuses to provide written concurrence promptly and the FDOT determines that the work is necessary, the FDOT may proceed to perform the work and recover the cost thereof pursuant to the provisions of Section 337.403(3), Florida Statutes. In the event that the Contingency Fund is depleted, the UAO shall, within fourteen (14) calendar days from notification from the FDOT, pay to the FDOT an additional 10% of the total obligation of the UAO for the cost of the Utility Work established under Subparagraph 3. f. for future use as the Contingency Fund.

- j. Upon final payment to the Contractor, the FDOT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty (360) days. All project cost records and accounts shall be subject to audit by a representative of the UAO for a period of three (3) years after final close out of the Project. The UAO will be notified of the final cost. Both parties agree that in the event the final accounting of total project costs pursuant to the terms of this agreement is less than the total deposits to date, a refund of the excess will be made by the FDOT to the UAO in accordance with Section 215.422, Florida Statutes. In the event said final accounting of total project costs is greater than the total deposits to date, the UAO will pay the additional amount within forty (40) calendar days from the date of the invoice. The UAO agrees to pay interest at a rate as established pursuant to Section 55.03, Florida Statutes, on any invoice not paid within the time specified in the preceding sentence until the invoice is paid.

#### 4. Claims Against UAO

- a. The UAO shall be responsible for all costs incurred as a result of any delay to the FDOT or its contractors caused by errors or omissions in the Plans Package (including inaccurate location of the Facilities) or by failure of the UAO to properly perform its obligations under this Agreement in a timely manner.
- b. In the event the FDOT's contractor provides a notice of intent to make a claim against the FDOT relating to the Utility Work, the FDOT will notify the UAO of the notice of intent and the UAO will thereafter keep and maintain daily field reports and all other records relating to the intended claim.
- c. In the event the FDOT's contractor makes any claim against the FDOT relating to the Utility Work, the FDOT will notify the UAO of the claim and the UAO will cooperate with the FDOT in analyzing and resolving the claim within a reasonable time. Any resolution of any portion of the claim directly between the UAO and the FDOT's contractor shall be in writing, shall be subject to written FDOT concurrence, and shall specify the extent to which it resolves the claim against the FDOT.
- d. The FDOT may withhold payment of surplus funds to the UAO until final resolution (including any actual payment required) of all claims relating to the Utility Work. The right to withhold shall be limited to actual claim payments made by the FDOT to the FDOT's contractor.

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(AT UAO AND FDOT EXPENSE COMBINED)

Form No. 710-010-64  
UTILITIES  
Rev. 10/00

**5. Out of Service Facilities**

No Facilities shall be left in place on FDOT's Right of Way after the Facilities are no longer active (hereinafter "Placed out of service/Deactivated") unless specifically identified as such in the Plans. The following terms and conditions shall apply to Facilities Placed out of service/Deactivated, but only to said Facilities Placed out of service/Deactivated:

- a. The UAO acknowledges its present and continuing ownership of and responsibility for Facilities Placed out of service/Deactivated.
- b. The FDOT agrees to allow the UAO to leave the Facilities within the right of way subject to the continuing satisfactory performance of the conditions of this Agreement by the UAO. In the event of a breach of this Agreement by the UAO, the Facilities shall be removed upon demand from the FDOT in accordance with the provisions of Subparagraph 5. e. below.
- c. The UAO shall take such steps to secure the Facilities and otherwise make the Facilities safe in accordance with any and all applicable local, state or federal laws and regulations and in accordance with the legal duty of the UAO to use due care in its dealings with others. The UAO shall be solely responsible for gathering all information necessary to meet these obligations.
- d. The UAO shall keep and preserve all records relating to the Facilities, including, but not limited to, records of the location, nature of, and steps taken to safely secure the Facilities and shall promptly respond to information requests concerning the Facilities that are Placed out of service/Deactivated of the FDOT or other permittees using or seeking use of the right of way.
- e. The UAO shall remove the Facilities upon 30 days prior written request of the FDOT in the event that the FDOT determines that removal is necessary for FDOT use of the right of way or in the event that the FDOT determines that use of the right of way is needed for other active utilities that cannot be otherwise accommodated in the right of way. In the event that the Facilities that are Placed out of Service/Deactivated would not have qualified for reimbursement under this Agreement, removal shall be at the sole cost and expense of the UAO and without any right of the UAO to object or make any claim of any nature whatsoever with regard thereto. In the event that the Facilities that are Placed out of service/Deactivated would have qualified for reimbursement only under Section 337.403 (1)(a), Florida Statutes, removal shall be at the sole cost and expense of the UAO and without any right of the UAO to object or make any claim of any nature whatsoever with regard thereto because such a removal would be considered to be a separate future relocation not necessitated by the construction of the project pursuant to which they were Placed out of service/Deactivated, and would therefore not be eligible and approved for reimbursement by the Federal Government. In the event that the Facilities that are Placed out of service/Deactivated would have qualified for reimbursement for other reasons, removal of the out of service Facilities shall be reimbursed by the FDOT as though the Facilities had not been Placed out of service/Deactivated. Removal shall be completed within the time specified in the FDOT's notice to remove. In the event that the UAO fails to perform the removal properly within the specified time, the FDOT may proceed to perform the removal at the UAO's expense pursuant to the provisions of Sections 337.403 and 337.404, Florida Statutes.
- f. Except as otherwise provided in Subparagraph e. above, the UAO agrees that the Facilities shall forever remain the legal and financial responsibility of the UAO. The UAO shall reimburse the FDOT for any and all costs of any nature whatsoever resulting from the presence of the Facilities within the right of way. Said costs shall include, but shall not be limited to, charges or expenses which may result from the future need to remove the Facilities or from the presence of any hazardous substance or material in the Facilities or the discharge of hazardous substances or materials from the Facilities. Nothing in this paragraph shall be interpreted to require the UAO to indemnify the FDOT for the FDOT's own negligence; however, it is the intent that all other costs and expenses of any nature be the responsibility of the UAO.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**UTILITY WORK BY HIGHWAY CONTRACTOR MASTER AGREEMENT**  
(AT UAO AND FDOT EXPENSE COMBINED)**6. Default**

- a. In the event that the UAO breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, the FDOT may exercise one or more of the following options, provided that at no time shall the FDOT be entitled to receive double recovery of damages:
- (1) Terminate this Agreement if the breach is material and has not been cured within 60 days from written notice thereof from FDOT.
  - (2) Pursue a claim for damages suffered by the FDOT.
  - (3) If the Utility Work is reimbursable under this Agreement, withhold reimbursement payments until the breach is cured. The right to withhold shall be limited to actual claim payments made by FDOT to third parties.
  - (4) If the Utility Work is reimbursable under this Agreement, offset any damages suffered by the FDOT or the public against payments due under this Agreement for the same Project. The right to offset shall be limited to actual claim payments made by FDOT to third parties.
  - (5) Suspend the issuance of further permits to the UAO for the placement of Facilities on FDOT property if the breach is material and has not been cured within 60 days from written notice thereof from FDOT until such time as the breach is cured.
  - (6) Pursue any other remedies legally available.
  - (7) Perform any work with its own forces or through contractors and seek repayment for the cost thereof under Section 337.403(3), Florida Statutes.
- b. In the event that the FDOT breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in the Agreement, the UAO may exercise one or more of the following options:
- (1) Terminate this Agreement if the breach is material and has not been cured within 60 days from written notice thereof from the UAO.
  - (2) If the breach is a failure to pay an invoice for Utility Work which is reimbursable under this Agreement, pursue any statutory remedies that the UAO may have for failure to pay invoices.
  - (3) Pursue any other remedies legally available.
- c. Termination of this Agreement shall not relieve either party from any obligations it has pursuant to other agreements between the parties nor from any statutory obligations that either party may have with regard to the subject matter hereof.

**7. Indemnification****FOR GOVERNMENT-OWNED UTILITIES,**

To the extent provided by law, the UAO shall indemnify, defend, and hold harmless the FDOT and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the UAO, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which FDOT or said parties may be subject, except that neither the UAO, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the FDOT or any of its officers, agents, or employees during the performance of this Agreement. When the FDOT receives a notice of claim for damages that may have been caused by the UAO in the performance of services required under this Agreement, the FDOT will immediately forward the claim to the UAO. The UAO and the FDOT will evaluate the claim and report their findings to each other within fourteen (14) working

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days and will jointly discuss options in defending the claim. After reviewing the claim, the FDOT will determine whether to require the participation of the UAO in the defense of the claim or to require the UAO to defend the FDOT in such claim as described in this section. The FDOT's failure to notify the UAO of a claim shall not release the UAO from any of the requirements of this section. The FDOT and the UAO will pay their own costs for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs.

**FOR NON-GOVERNMENT-OWNED UTILITIES,**

The UAO shall indemnify, defend, and hold harmless the FDOT and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the UAO, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which FDOT or said parties may be subject, except that neither the UAO, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the FDOT or any of its officers, agents, or employees during the performance of this Agreement.

The UAO's obligation to indemnify, defend, and pay for the defense or at the FDOT's option, to participate and associate with the FDOT in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within fourteen (14) days of receipt by the UAO of the FDOT's notice of claim for indemnification to the UAO. The notice of claim for indemnification shall be served by certified mail. The UAO's obligation to defend and indemnify within fourteen (14) days of such notice shall not be excused because of the UAO's inability to evaluate liability or because the UAO evaluates liability and determines the UAO is not liable or determines the FDOT is solely negligent. Only a final adjudication or judgment finding the FDOT solely negligent shall excuse performance of this provision by the UAO. The UAO shall pay all costs and fees related to this obligation and its enforcement by the FDOT. The FDOT's delay in notifying the UAO of a claim shall not release UAO of the above duty to defend.

**8. Force Majeure**

Neither the UAO nor the FDOT shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

**9. Miscellaneous**

- a. If the Utility Work is reimbursable under this Agreement, the UAO shall fully comply with the provisions of Title VI of the Civil Rights Act of 1964 and any subsequent revisions thereto in connection with the Utility Work covered by this Agreement, and such compliance will be governed by one of the following methods as determined at the time of the issuance of the work order:
- (1) The UAO will perform all or part of such Utility Work by a contractor paid under a contract let by the UAO, and the Appendix "A" of Assurances transmitted with the issued work order will be included in said contract let by the UAO.
  - (2) The UAO will perform all of its Utility Work entirely with UAO's forces, and Appendix "A" of Assurances is not required.
  - (3) The Utility Work involved is agreed to by way of just compensation for the taking of the UAO's facilities on right-of-way in which the UAO holds a compensable interest, and Appendix "A" of Assurances is not required.
  - (4) The UAO will perform all such Utility Work entirely by continuing contract, which contract to perform all future Utility Work was executed with the UAO's contractor prior to August 3, 1965, and Appendix

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"A" of Assurances is not required.

- b. The Facilities shall at all times remain the property of and be properly protected and maintained by the UAO in accordance with the then current Utility Accommodation Manual and the current utility permit for the Facilities.
- c. Pursuant to Section 287.058, Florida Statutes, the FDOT may unilaterally cancel this Agreement for refusal by the UAO to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the UAO in conjunction with this Agreement.
- d. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto, except that the parties understand and agree that the FDOT has manuals and written policies and procedures which shall be applicable at the time of the Project and the relocation of the Facilities and except that the UAO and the FDOT may have entered into joint agreements for Utility Work to be performed by FDOT's highway contractor. To the extent that such a joint agreement exists, this Agreement shall not apply to Facilities covered by the joint agreement. Copies of FDOT manuals, policies, and procedures will be provided to the UAO upon request.
- e. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.
- f. Time is of essence in the performance of all obligations under this Agreement.
- g. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. The UAO shall have a continuing obligation to notify each District of the FDOT of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

If to the UAO:	Mr. Herschel Barrington Distribution Engineering JEA 21 West Church Street - T4 Jacksonville, Florida 32202-3139	_____ _____ _____
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If to the FDOT:

\_\_\_\_\_  
Florida Department of Transportation  
605 Suwannee Street, MS 32  
Tallahassee, Florida 32399-0405

**10. Certification**

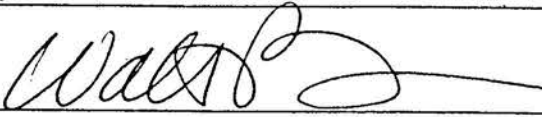
This document is a printout of an FDOT form maintained in an electronic format and all revisions thereto by the UAO in the form of additions, deletions, or substitutions are reflected only in an Appendix entitled "Changes To Form Document" and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the UAO hereby represents that no change has been made to the text of this document except through the terms of the Appendix entitled "Changes To Form Document."



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
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(AT UAO AND FDOT EXPENSE COMBINED)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written.

UTILITY: JEA

BY: (Signature) 

DATE: 11/14/07

(Typed Name: WALTER P. BUSSEFFS, MANAGING DIRECTOR)

(Typed Title: \_\_\_\_\_)

Recommend Approval by the State Utility Engineer

BY: (Signature) 


DATE: 12/7/2000

FDOT Legal review

BY: (Signature)   
District Counsel

DATE: 11-30-00

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

BY: (Signature) 

DATE: 12/5/00

(Typed Name: Freddie Simmons)

(Typed Title: State Highway Engineer)

FEDERAL HIGHWAY ADMINISTRATION (if applicable)

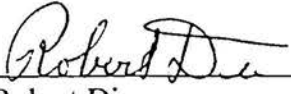
BY: \_\_\_\_\_

DATE: \_\_\_\_\_

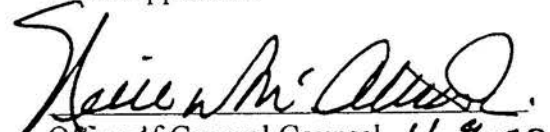
(Typed Name: \_\_\_\_\_)

(Typed Title: \_\_\_\_\_)

I hereby certify that the expenditure contemplated by the foregoing contract has been duly authorized, and provision has been made for the payment of the monies provided therein to be paid.

  
Robert Dix  
Controller  
JEA

Form Approved:

  
Office of General Counsel 11-9-00

## Exhibit "A"

# Scope of Work

**FPID # 445431-1-52-01:** The costs within this Agreement reflects JEA Water & Sewer's participation of Manhole, Meter, and Valve Adjustments needed by the FDOT Contractor during Construction.




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**Parts & Service: 1-888-434-7378**

QUOTATION NO.	M725863-0831-JWV-R0
DATE	08/30/2023

**BUYERS INFORMATION:**

Quote Requested by	Michael Baldwin
Company	Jacksonville Electric Authority
Address	21 W Church Street Jacksonville, FL
Phone	904-665-7628
Email	baldmp@jea.com
Service Contact	Same
Phone	Same
RE	JEA Northside Gen Station
SAP NO.	9020556

NOTICE: This quotation is void unless accepted within 30 days from date hereof and is subject to change upon notice. However, if ABB elects to perform the services covered by the quotation, in response to an order placed 30 or more days after the date of the quotation, the terms of the quotation will apply.

**SUBMIT PURCHASE ORDER TO:**

ABB INC.  
305 Gregson Drive  
Cary, NC 27511

PLEASE REFERENCE PROPOSAL NO. ON ALL  
PURCHASE ORDERS

ABB Contact	Jacky Miles
Phone	704-605-7094
Email	Jacky.miles@us.abb.com

**REMIT PAYMENT TO:**

ABB INC.  
29713 Network Place  
Chicago, IL 60673-1297

**Work Services Description**

ABB is pleased to offer this firm fixed price proposal for the services outlined below at the Northside Generation facility located in Jacksonville, FL.

**Site Address:**

Northside Generation Station  
Jacksonville, FL

**Scope of Supply:**

## 1. Services:

- a. Upon receipt of an acceptable purchase order, ABB will schedule the appropriate resource to perform the services once the customer provides a firm date of service.
- b. Upon completion ABB will provide a field service report detailing the services performed, test results, and recommendations for future service.

## 2. ABB Supplied Equipment:

## a. Equipment

Item	Qty	Description
1	1	Motor Control Center, Low Voltage MCC 8 Section(s), NEMA 1 with Gasketing Not Suitable for Service Entrance 600 Amps, 3 Phase 3 Wire, 480 V ac, 60 Hz Minimum Interrupt Rating: 65kA Fully Rated; Bus Bracing Rating: 65 kA Incoming Feed: Bottom Incoming Left Feeding Right Front Only Mounting NEMA Wiring Classification I-BT "Class 1-BT (Independent units with NO Factory interconnecting wires, load wiring to Terminal Board (Size 1&2))"



UL 845 Certified for US and Canada, NEMA ICS 18, NEC  
 The Lineup will NOT be provided with Seismic Certification  
 Enclosure Paint: ANSI-61 (Light Gray) tested to minimum  
 withstand of 600 hours humidity and salt spray test.  
 Customer will provide Specifications and Drawings to the Factory.  
 Dimensions and Weight (Estimated)

## Section 1 "AA":

Height=90 in; Width=20 in; Depth=20 in

## Section 2 "AB":

Height=90 in; Width=20 in; Depth=20 in

## Section 3 "AC":

Height=90 in; Width=20 in; Depth=20 in

## Section 4 "AD":

Height=90 in; Width=20 in; Depth=20 in

## Section 5 "AE":

Height=90 in; Width=20 in; Depth=20 in

## Section 6 "AF":

Height=90 in; Width=20 in; Depth=20 in

## Section 7 "AG":

Height=90 in; Width=20 in; Depth=20 in

## Section 8 "AH":

Height=90 in; Width=20 in; Depth=20 in

## Lineup Total:

Height=90 in; Width=160 in; Depth=20 in

## List of Materials

- 2 NEMA 1 With Gasketing Enclosure 20W
- 6 NEMA 1 With Gasketing Enclosure 20W
- 8 Fully Rated COPPER Standard Tin plated Bus 600A 20 Wide
- 8 Ground COPPER Standard Tin plated Bus 300A 20 Wide
- 2 Vertical Ground Bus Provided 66 High
- 6 Vertical Ground Bus Provided 72 High
- 23 Vertical Unit Ground Lug provided
- 2 Vertical COPPER Standard Tin plated Bus 600A 66 High
- 6 Vertical COPPER Standard Tin plated Bus 600A 72 High
- Options
- 8 Rear Main Bus Barrier
- 8 Insulated Main Bus
- 8 Low Voltage Barrier
- 24 Unit Shutter Mechanism
- 1 Certified Test Reports
- 8 Double-Bolted Main Bus
- 8 Space Heater (120V)
- 1 Circuit Breaker Required for Space Heaters
- 1 Thermostat (120V)
- 8 Space Heater Guard(s)
- 8 Equipment Mounted Elementary Wiring Diagram
- 3 Standard Catalog Renewal Parts Book
- 39 Engraved Nameplates Black with White Text
- 39 Internal Device Identification Labels
- 8 NEMA Wiring Classification: 1-BT "Class 1-BT (Independent units with NO Factory interconnecting wires, load wiring to Terminal Board (Size 1&2))"
- 20 Control Wire Type: SIS VW1
- 20 Control Wire Markers: Heat Shrink Non PVC
- 20 Control Wire Terminal: Insulated Locking Spade
- 20 Control Terminal Board: Hi Density Standard
- 22 Power Wire Type: SIS VW1 OR XHHW
- 22 Power Wire Markers: Heat Shrink Non PVC
- 22 Power Wire Terminal: Insulated Ring I
- 22 Power Wire Terminal Board: Standard
- Main 1 Circuit Breaker
- 1 Circuit Breaker, 600 A Frame, 600 A Trip, 3 Pole, Thermal Magnetic XT5H600
- Electronic Ekip Dip LSI Trip Unit
- Stationary Stab
- Manually Operated Circuit Breaker
- 2/0 AWG - 500 MCM Mechanical (1-Hole) ALUMINUM Line

- 1 Lugs (2) Cables Per Phase
- 1 Keylock Provided
- Metering / Monitoring
- 1 Type 2 Surge Protection Device ME 80/160 kA per Mode/Phase
- 1 RGM 2200 (Shark50-V3-485P-X) (Main)
- 3 Current Transformer (3)
- 2 Potential Transformer (2)
- Main 2 Circuit Breaker
- 1 Circuit Breaker, 600 A Frame, 600 A Trip, 3 Pole, Thermal  
Magnetic XT5H600  
Electronic Ekip Dip LSI Trip Unit  
Stationary Stab
  - Manually Operated Circuit Breaker
  - 2/0 AWG - 500 MCM Mechanical (1-Hole) ALUMINUM Line
- Lugs (2) Cables Per Phase
- 1 Keylock Provided
- Metering / Monitoring
- 1 RGM 2200 (Shark50-V3-485P-X) (Main)
- 3 Current Transformer (3)
- 2 Potential Transformer (2)
- Starter
- 13 Full Voltage Non-Reversing, 300 Contactor Type  
10 hp; 7.46 kW, Nema Size 1, Magnetic Starter
- 13 Circuit Breaker, 25 A Trip, 3 Pole, Magnetic, XT2H125  
Stationary Stab  
Ekip Dip I Trip Unit
- 13 SOLID STATE Overload Relay
- 13 Control Power Type: Control Power Transformer - 150VA
- 13 Aux Contacts
  - Used Contacts: (1) Normally Open Contact (1) Normally Closed Contact
  - Extra Auxiliary Contacts: (2) Normally Open Contacts (1) Normally Closed Contact
- 13 Pilot Devices
  - Lights : Run / Stop (Red / Green), Push To Test, LED Transformer
  - Switches / Pushbuttons : Hand / Off / Auto (SW) (Black), Non Illuminated
  - Custom Relays
- 13 Control Relay: NF Series 120V Auxiliary Control with 4NO  
4NC  
Starter
- 4 Full Voltage Non-Reversing, 300 Contactor Type  
25 hp; 18.65 kW, Nema Size 2, Magnetic Starter
- 4 Circuit Breaker, 50 A Trip, 3 Pole, Magnetic, XT2H125  
Stationary Stab  
Motor Circuit Protector Trip Unit
- 4 SOLID STATE Overload Relay
- 4 Control Power Type: Control Power Transformer - 150VA
- 4 Aux Contacts
  - Used Contacts: (1) Normally Open Contact (1) Normally Closed Contact
  - Extra Auxiliary Contacts: (2) Normally Open Contacts (2) Normally Closed Contacts
- 4 Pilot Devices
  - Lights : Run / Stop (Red / Green), Push To Test, LED Transformer
  - Switches / Pushbuttons : Hand / Off / Auto (SW) (Black), Non Illuminated
  - Custom Relays
- 4 Control Relay: NF Series 120V Auxiliary Control with 4NO  
4NC  
Starter
- 2 Full Voltage Non-Reversing, 300 Contactor Type  
50 hp; 37.3 kW, Nema Size 3, Magnetic Starter
- 2 Circuit Breaker, 100 A Trip, 3 Pole, Magnetic, XT2H125  
Stationary Stab

- 2 Motor Circuit Protector Trip Unit
- 2 SOLID STATE Overload Relay
- 2 Control Power Type: Control Power Transformer - 300VA
- 2 Aux Contacts
  - Used Contacts: (1) Normally Open Contact (1) Normally Closed Contact
  - Extra Auxiliary Contacts: (2) Normally Open Contacts (2) Normally Closed Contacts
- 2 Pilot Devices
  - Lights : Run / Stop (Red / Green), Push To Test, LED
- Transformer
  - Switches / Pushbuttons : Hand / Off / Auto (SW) (Black), Non Illuminated
- Custom Relays
  - Control Relay: NF Series 120V Auxiliary Control with 4NO 4NC
- 2 Starter Manual Entry
- 2 CR104PXC GE Contact Block - Push Button/Switch
- 1 Starter
  - Full Voltage Non-Reversing, 300 Contactor Type
  - 10 hp; 7.46 kW, Nema Size 1, Magnetic Starter
- 1 Circuit Breaker, 25 A Trip, 3 Pole, Magnetic, XT2H125
- Stationary Stab
- Ekip Dip I Trip Unit
- 1 SOLID STATE Overload Relay
- 1 Control Power Type: Control Power Transformer - 150VA
- 1 Aux Contacts
  - Used Contacts: (1) Normally Open Contact (1) Normally Closed Contact
  - Extra Auxiliary Contacts: (2) Normally Open Contacts (1) Normally Closed Contact
- 1 Pilot Devices
  - Lights : Run / Stop (Red / Green), Push To Test, LED
- Transformer
  - Switches / Pushbuttons : Hand / Off / Auto (SW) (Black), Non Illuminated
- Custom Relays
  - Control Relay: NF Series 120V Auxiliary Control with 4NO 4NC
- 2 Starter Manual Entry
- 1 CR104PXC GE Contact Block - Push Button/Switch
- 1 Feeder
  - Circuit Breaker, 250 A Frame, 150 A Trip, 3 Pole, Thermal Magnetic, XT4H250
  - Manually Operated Circuit Breaker
- 1 Stationary Stab
- 3 #4 AWG - 300 kcmil Mechanical Aluminum Load Lugs
- Thermal Magnetic Fixed Trip Unit
- 1 Feeder
  - Circuit Breaker, 250 A Frame, 225 A Trip, 3 Pole, Thermal Magnetic, XT4H250
  - Manually Operated Circuit Breaker
- 1 Stationary Stab
- 3 #4 AWG - 300 kcmil Mechanical Aluminum Load Lugs
- Thermal Magnetic Fixed Trip Unit
- 1 Lighting Panelboards
  - 24 Circuits AE/AS-A-Series TEY Branches, 480V, 800A Max
  - 225 Amps, 3 Phase 4 Wire 480Y/277V
  - Minimum Interrupt Rating: 65kA Fully Rated
  - Incoming Main Feed: Top from Feeder Circuit Breaker in Lineup
  - 225 Amps, Main Lugs
  - 1-lug/phase 1-cable/lug #6 -350 MCM
  - Copper Bus 1000A PSI
  - (3) Feeder Breaker Device 15 Amps 3 Poles TEYL
  - (2) Feeder Breaker Device 30 Amps 3 Poles TEYL
  - (1) Feeder Breaker Device 50 Amps 3 Poles TEYL
  - (2) Feeder Breaker Device 70 Amps 3 Poles TEYL

1	Relay Compartment
1	Standard Door / Wireway Height= 18 in
1	Relay Powering Components
1	Control Relay: NF Series 120V Auxiliary Control with 4NO 4NC
1	Relay Compartment
1	Standard Door / Wireway Height= 18 in
1	Relay Powering Components
1	Control Relay: NF Series 120V Auxiliary Control with 4NO ONC
	Relay Compartment Manual Entry
1	MGE#W250CPX-7 MAGNECRAFT Relay - 4 Pole - 24VDC
1	ES-27 3AA1N2NO BASLER UNDER VOLTAGE SOLID STATE RELAY Space Unit
7	Customer Available Spaces Height=12 in
4	Customer Available Spaces Height=6 in

Item	Qty	Description
2	1	Lighting Panelboard, ReliaGear RQ 208V PANEL 1 Section(s), Nema 1 Enclosure 250 Amps, 3 Phase 4 Wire 208Y/120V, 50/60 Hz Minimum Interrupt Rating: 10kA Fully Rated Incoming Feed: Bottom Surface Mounted 18 Circuits UL67 / CSA C22.2 No. 29 Certified cULus Certified Height: 55.5 Inches; Width: 20 Inches; Depth: 5.75 Inches
	1	225 Amps Main Breaker XT4N250
	1	Ekip Dip LSI
	1	Pad Lock
		1-lug/phase 1-cable/lug #4 -300 kcmil Main Option Details
	1	Tin Plated Copper Bus 1000A PSI
	2	Ground-Cu box bonded TGC2
	1	Ground main lug TGL20
	1	100% Rated Neutral
	1	NEMA 1 Enclosure Feeders
	1	Breaker Device 20 Amps 2 Poles THQB
	16	Breaker Device 20 Amps 1 Poles THQB
		Modifications
	1	Front Hinged To Box
	1	Metal Directory Card Hldr
	1	Nameplates
	1	ME, 65kA/mode,130kA/phase (TPME120Y06AS)
	1	Interior: AQF3182JBX AXS5T6B6
	1	Box: AB55B
	1	Front: AF55SDNM Device layout is customer specified

Item	Qty	Description
3	1	Transformer, Aluminum, 9T10A1002 30KVA TRANSFORMER
	1	3 Phase, 60 Hz, 30 kVA Ambient Temperature : 40°C Coil Material : Aluminum Primary Voltage : 480, Primary Connection : Delta Secondary Voltage : 208Y/120, Secondary Connection : Wye Temperature Rise : 150 Energy Efficiency : DOE 2016 (Std) Enclosure : NEMA 1/NEMA 2 Taps(Nominal) : 2 above 4 below 2.5% Impedance : 4.6%





K Factor : K1  
 Sound Level : Std(45dB)  
 UL : Yes, cUL : No, CE : No,  
 Accessories :  
 1 9T18Y1071G11 Ground Bar Kit included  
 1 9T18Y1072G10 Lug Kit included

Item	Qty	Description
4	1	Lighting Panelboard, ReliaGear RE 1 Section(s), Nema 1 Enclosure 225 Amps, 2 Wire 125V DC, 50/60 Hz Minimum Interrupt Rating: 10kA Fully Rated Incoming Feed: Bottom Surface Mounted 18 Circuits UL67 / CSA C22.2 No. 29 Certified cULus Certified Height: 31.5 Inches; Width: 20 Inches; Depth: 5.75 Inches
	1	225 Amps Main Lugs 1-lug/phase 1-cable/lug #6 -350 kcmil Main Option Details
	1	Tin Plated Copper Bus 1000A PSI
	2	Ground-Cu box bonded TGC2
	1	Ground main lug TGL20
	1	NEMA 1 Enclosure
		Feeders
	1	Breaker Device 30 Amps 2 Poles TEYL
	2	Breaker Device 15 Amps 2 Poles TEYL
	1	Breaker Device 40 Amps 2 Poles TEYL
	1	Breaker Device 70 Amps 2 Poles TEYL
	6	Breaker Space Device 20 Amps 1 Poles TEY
	1	Breaker Device 50 Amps 2 Poles TEYL
		Modifications
	1	Front Hinged To Box
	1	Metal Directory Card Hldr
	1	Nameplates
	1	Corbin Latch Bolt 15767
	1	Interior: ASF1182MBX AXB6
	1	Box: AB31B
	1	Front: AF31SDLNM

Item	Qty	Description
5	1	Medium Voltage Motor Control Center, Limitamp 2 Section(s), NEMA 1 Vented 1200 A, 3 Phase 3 Wire, 4160 V ac, 60 Hz 50 kA Short Circuit Available; 50 kA Bus Bracing 3300 ft Altitude UL/CUL Labeled Dimensions and Weight (Estimated) Section 1: Height=90 in; Width=22 in; Depth=30 in; Weight=1300 lb Section 2: Height=90 in; Width=36 in; Depth=30 in; Weight=2000 lb Lineup: Height=90 in; Width=58 in; Depth=30 in; Weight=3300 lb Ships in 1 Piece(s) Assembled in USA
	2	NEMA 1 Vented Enclosure(s)
		ANSI 61 Light Gray Paint
	2	1200 A Tin Plated Copper Main Bus
	2	5 kV Insulated Main Bus
	2	Boots on Main Bus Splice Between Sections
		Lineup Options
	3	Potential Bus
	3	ac Control Bus

- 3 Test Power Bus
- 3 #14 gauge Control Wire
- 3 #14 gauge Current Transformer Secondary Wire
- 3 SIS Control Wire Type
- 3 Standard Tube Type Control Wire Markers
- 3 Stripped Wire (Standard) Control Wiring Termination
- 3 Control Terminal Boards, Stationary Type, GE CR151B, 13 point-block, total 39 points.
- 3 Strip Wire (Standard) on Low Voltage Cable Termination
- 3 1000 A Tin Plated Copper Ground Bus
- 3 115/230 V ac 1 Phase 3 Wire Space Heater Bus
- 3 115 AC Space Heater
- 3 Compartment Space Heaters
- 3 Breaker Heater Protection
- 3 Standard Heater Thermostat
- 3 Single Circuit 115 V ac Motor Space Heater Bus
- 3 Brady B-619 Matte White Polyester Label Stock Device Nameplate(s)
- Incoming Main Unit
- 1 Incoming Line Cable Compartment
- 22 in wide section
- Incoming Main Power Cable Top and Bottom Entrance
- 2-4/0 Power Cable(s) Per Phase
- 6 Line Lug Style, Crimp, Copper for Copper Cable
- 500 kcmil Incoming Ground Cable
- 2 Line Ground Lug Style, Crimp, Copper for Copper Cable
- Incoming Main Manual Entry Options
- 1 Transformer, Potential, Draw Out - Qty 2, 5 kV, PTG3
- 2 PT Fuse Block, 2-pole drawout
- 2 PT Secondary Fuse
- 4 Spare Fuse PT Primary
- 3 CB2 MOUNTING BRKT
- 1 CB2
- 1 CB
- 1 CB 10 AMP
- Two High Starter(s) (Top/Bottom)
- Top Starter Unit
- 1 Top Unit(s): Full Voltage Non Reversing Type CR194A118
- Drawout
- 36 in wide section
- 900 HP Induction Type Load
- 1800 RPM
- 119 A Estimated Full Load Current
- 714 A Estimated Locked Rotor Current
- 1.15 Service Factor
- 1 50:5 A Ground Fault Current Transformer
- 3 Donut Type Current Transformers
- 1 EJ2 Bolted Power Fuses, Set of 3
- 2 Normal Open Auxiliary Interlock(s)
- 2 Normal Closed Auxiliary Interlock(s)
- 1 Indicating Lights, A3 FV LED: Red
- 1 Indicating Lights, A3 FV LED: Green
- 1 4 Point With Cover Shorting TB
- 1 NF Series Control Relay(s), 120 AC, 3 Normally Open, 1 Normally Closed
- Load Power Cable Exits at Bottom
- Power Cable Size Not Known
- Load Lugs by others
- Starter Manual Entry Options
- 1 Relay, Lockout, American Solenoid, coil voltage TBD, 4-Normally Open and 4 Normally Closed Contacts, #A11US0076
- 1 ABB FT1 Test Switch 10 pole
- 1 SEL-710-5 Motor Protection Relay
- Bottom Starter Unit
- 1 Bottom Unit(s): Full Voltage Non Reversing Type
- CR194A118 Drawout
- 500 HP Induction Type Load



	1800 RPM
	66 A Estimated Full Load Current
	396 A Estimated Locked Rotor Current
	1.15 Service Factor
1	50:5 A Ground Fault Current Transformer
3	Donut Type Current Transformers
1	EJ2 Bolted Power Fuses, Set of 3
2	Normal Open Auxiliary Interlock(s)
2	Normal Closed Auxiliary Interlock(s)
1	Indicating Lights, A3 FV LED: Red
1	Indicating Lights, A3 FV LED: Green
1	4 Point With Cover Shorting TB
1	NF Series Control Relay(s), 120 AC, 3 Normally Open, 1 Normally Closed
	Load Power Cable Exits at Bottom
	Power Cable Size Not Known
	Load Lugs by others
	Bottom Starter Manual Entry Options
1	Relay, Lockout, American Solenoid, coil voltage TBD, 4-Normally Open and 4 Normally Closed Contacts, #A11US0076
1	ABB FT1 Test Switch 10 pole
1	SEL-710-5 Motor Protection Relay

Item	Qty	Description
6	1	DC Starter Panel EMERGENCY LUBE OIL PUMP 36"(H) X 36"W X 12"(D)- Wall Mount, Carbon Steel NEMA 12 5HP / 125VDC MAIN BREAKER - 100A, 50/60 Hz / 690V 1.17 OHMS, EDGE WOUND RESISTOR 50 OHMS, SMOOTH WOUND RESISTOR 230 OHMS, SMOOTH WOUND RESISTOR POWER CONTACTOR, 3P, 70 A THERMAL OVERLOAD RELAY 30-40 A TIMER RELAY FOR CONTACTORS PILOT LIGHT - RED 125VDC PILOT LIGHT - GREEN 125VDC PUSHBUTTON BLACK SELECTOR SWITCH, 3 POSITION (TEST/OFF/AUTO) MCB, 2P, 125VDC, 2 A MCB, 2P, 125VDC, 1 A POWER DISTRIBUTION BLOCK, 2 POLE TERMINAL BLOCKS, 30 A AUX RELAYS - 2NO+2NC UNDER VOLTAGE RELAY

b. ABB will supply the requisite (calibrated) testing equipment for use during the activities below.

### 3. Work Scope:

- a. Provide (1)-one ABB field resource to provide technical advisement during the installation of the equipment in Item 1 of this proposal. Buyer is to provide a supervisor, craft labor, and tools necessary to perform installation.
  - i. Field Services Report in .pdf format with work summary, discrepancies found, and recommended actions is included.
  - ii. Work is to be performed on a maximum on (25)-twenty five, (10)-ten hour ABB non-holiday weekdays in (4)-four mobilizations. If additional time is needed, a change order will be issued.
- b. Provide (1)-one ABB field resource to perform the following commissioning procedures on equipment in item #1 after installation is complete.
  - i. Visual inspection for signs of damage or missing components.
  - ii. Insulation resistance test (Megger) of main bus, phase-to-phase and phase-to-ground.



- iii. Verify protective devices and starting contactors open and close freely by operating breakers and / or fuse disconnects manually and physically depressing the motor starting contactors.
  - iv. Setting of circuit breaker instantaneous trip level to setting provided by buyer. Note: if no settings are provided by customer, trip level will be set to mid-range.
  - v. Check lugs and bus splices for tightness. Check control wiring for tightness.
  - vi. Operate magnetic device hand to verify that all moving parts operate freely.
  - vii. Manually operate branch-circuit disconnects and verify proper operation of disconnects and door interlocks.
  - viii. Where applicable, manually trip circuit breakers to verify that operating handles move freely to the TRIP-indicating position. With the door closed and latched, reset tripped circuit breakers, open, and close breakers to confirm proper operation.
  - ix. Check ground bus connections for proper tightness.
  - x. Starter module will be checked for proper insulation resistance using a megohmmeter.
  - xi. Provide a Field Services Report in .pdf format containing the test data sheets from the equipment check-out and verifying the equipment is ready for service.
  - xii. Work is to be performed on (12)-twelve, (10)-ten hour ABB non-holiday weekdays in (1)-one mobilization. Standby time of five (5), ten (10) hour ABB non-holiday weekdays in (1)-one mobilization for startup
- c. Red line drawings
- i. Provide (1)-one ABB field resource to red line buyer provided drawings to reflect installation modifications made after installation of equipment in line item #1.
  - ii. Work is to be performed during straight time hours on ABB non-holiday weekdays.
4. Comments / Exceptions:
- a. See Buyer's Responsibilities below.
  - b. See Assumptions and Clarifications below.
  - c. Approval drawings are required for equipment to be supplied in this proposal.
  - d. Bonds are not included in this proposal. If needed, a change order will be issued for the additional costs.
  - e. Civil work and /or concrete pads are not included in this proposal.
  - f. Cables and conduit are not included in this proposal. It is assumed that existing cables and conduits will be re-used for new MCC termination, otherwise a change order will be issued for buyer approval for extra costs.
  - g. Primary interface, coordination, compliance with regulations, permits and payment of fees are the responsibility of buyer.
  - h. Buyer will provide and maintain storage and material handling facilities as required, and security for equipment, tools, and instruments stored at the job site.
  - i. Buyer is to provide office space and sanitary facilities for ABB Employees as needed.
  - j. Buyer is to dispose of all existing equipment and wastes generated at the work site. JEA will be responsible for environmental conditions and will keep the equipment free of contaminants that would be detrimental to the performance of the equipment.
  - k. Customer shall advise ABB in writing of all applicable site-specific health, safety (training), security and environmental requirements and procedures.
  - l. Emergency services are not included in this proposal.
  - m. Working hours are defined as follows:
    - i. Straight time shall consist of eight (8) hour workdays, Monday through Friday, 8 AM to 5 PM exclusive of ABB holidays.
    - ii. Overtime shall consist of any hours on a daily basis in excess of eight (8) hours worked or Saturdays, excluding Sunday.
    - iii. Double time shall consist of hours worked on Sunday or ABB holidays.



- n. For any delays, additional mobilizations (due to cancelled or delayed outages, or delays preventing ABB from completing planned work scope), or extra work incurred while the quoted work is being performed as a result of standby time or access to customer-provided equipment, malfunction or deficiencies encountered with equipment, other than that furnished by ABB under this work scope, a change order will be submitted for the costs relating to the additional work scope. Defective parts found while work is being performed will be documented in a follow-up change order proposal to customer which will include replacement parts price and services, as applicable.
  - o. All mobilizations are to be mutually agreed upon the buyer and ABB.
  - p. Control power transformers are not included in the Limit-amp.
  - q. All line and load cable entries are assumed into BOTTOM unless otherwise indicated.
  - r. Buyer is to add 1/8" space between sections in lineup for sealer.
  - s. Buyer is to include actual motor data with order including FLC, LRC and SF. If data not available, confirm OK for ABB engineering to assume standard data.
  - t. Buyer is to confirm /advise actual size and number of cables per phase for sizing all cable lugs. Include sizes for all load, incoming, and ground cables for which lugs are required.
  - u. STANDARDS AND CODES: MV Limitamp Motor Control Centers conform to NEMA ICS 3, Part 1 for class E2 Controllers, UL347 and all applicable NEC standards. Limitamp AR MCC's conform to IEEE/ANSI C37.20.7-2007 -Type 2B standards. Exception is taken to all other codes & standards.
  - v. Note not all assemblies meet UL347. For details, see BOM for UL label.
  - w. STANDARDS AND CODES: ABB designs, manufactures and tests to the above national standards. Exception is taken to all other testing standards. Conformance to any local and state codes, where such codes are different than or have additional requirements to the above national standards, is not guaranteed.
  - x. FACTORY PRODUCTION TESTS: Standard test procedures for LV MCCs are described in DET-291 and for Limitamp MV MCCs in GET-6840. ABB's standard factory production tests are always quoted. Special testing that may be required, must be reviewed, accepted and quoted by the factory.
  - y. DRAWING PACKAGE: Elevation drawings, unit summaries, nameplate data and schematic drawings only are provided for drawing approval. Record drawings will also include connection drawings. All documentation is transmitted electronically in Adobe .PDF file format.
  - z. SPARE PARTS: No Spare parts are included in this proposal.
    - aa. The DC panelboard is proposed as a Main Lug Only panel. A Main Circuit Breaker is not an option
    - bb. for this panel.
    - cc. All Protective settings shall be provided by others and are not included within this proposal.
    - dd. All equipment must be de-energized and properly isolated prior to the start of work.
    - ee. Price is contingent upon continuous, unobstructed access to de-energized equipment.
    - ff. Customer shall provide temporary power and lighting as required for testing.
5. Schedule:
- a. Material Lead Time: 36-40 Weeks ARO.
    - i. Subject to change. Final lead time will be provided at time of order.
  - b. All service quoted on contingent upon straight time (normal business) hours. If services are required to be performed on an overtime and/or double time schedule, prices quoted are subject to increase.
  - c. Any delays or extra work incurred while the quoted work is being performed as a result of malfunctions or deficiencies encountered with equipment, unless caused by ABB will be addressed in the form of a written change order and charged at ABB's currently published rates.

#### Price, Terms and Conditions

ABB will accomplish the above-described work scope for the firm fixed price of \$527,000.00 USD which includes the cost of travel, travel time and accommodations utilizing local resources.



Itemizations below are for accounting purposes only and does not imply ABB will accept a purchase order for individual line items.

1. Equipment	\$ 387,554.00
1B. Technical Advisement	\$ 82,115.00
Total for Equipment and Technical Advisement	\$ 469,669.00

Commissioning / Stand-By Time & Redlines	\$ 57,331.00
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- Invoice to be issued as follows:
  - 20% Upon receipt of an acceptable purchase order.
  - 15% Upon release for manufacturing.
  - 50% Upon shipment of equipment to work-site.
  - 15% Upon substantial completion of the onsite work scope.
- Payment Terms: Net 30 days from the date of invoice.
- Pricing does not include any applicable taxes, permits and licensing fees.

The sale of any service and products, and the integration thereof, ordered by the Buyer is expressly conditioned upon the terms and conditions contained in this quotation and "ABB Inc. General Terms and Conditions of Sale (2022-01 U.S.)" as attached hereto. Any additional or different terms and conditions proposed by the Buyer at any time are expressly objected to and will not be binding upon ABB unless specifically agreed to in writing by ABB's authorized representative. Any order for, or any statement of intent to purchase hereunder, or any direction to perform work and ABB's performance of work shall constitute assent to the terms and conditions. Oral agreements and/or commitments to perform services are not enforceable.

If this contract is for the direct or indirect sale to any entity of and/or funded in whole or part of the U.S. government, then Buyer agrees that all products and services provided by Seller meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial item" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101. To the extent the Buy American Act, Trade Agreements Act, or other domestic preference requirements are applicable to this contract, the country of origin of products is unknown unless otherwise specifically stated by Seller in this contract. If Buyer is procuring the products or services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. Government, then Buyer agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the contract price.

#### Additional Services

Should the Buyer desire to have ABB perform additional services beyond the scope of services described in this proposal, a change order request will be submitted for the additional associated costs. No additional services shall proceed without written authorization from the Buyer. Additional services will be performed per our published rates for Service, applicable at the time that work is performed, including work that extends through the weekend / holiday. The current rates for Service can be found in Attachment "Electrification USA Service Rates, January 1, 2023".

#### Consideration on 2019-nCoV (Coronavirus Outbreak)

If after submission of ABB's bid or during the term of the agreement there are any measures taken by authorities, by ABB or others in connection with the current coronavirus (2019-nCoV) outbreak which affect the performance of the agreement, the parties agree that ABB will be entitled to cost compensation, time



extension, or other reasonably required contract adjustments if any consequences in any way related to the coronavirus outbreak lead to delays in delivery of goods or provision of services or otherwise affect ABB's contractual obligations or duties.

#### Consideration for Material Supply

The Parties are aware of the shortage of raw materials, electronic components worldwide which is likely to last for the foreseeable future, as well as of market fluctuations in the availability and cost of other raw materials, commodities, other critical components, and transportation capacities. Notwithstanding anything to the contrary in the contract/terms and conditions/purchase order, if after the date of ABB's proposal / offer or during the term of the performance of the contract/purchase order there are any changes to availability and / or market conditions for electronic components, raw materials, commodities and transportation capabilities directly or indirectly affecting ABB's performance, ABB shall be entitled to relief in the schedule of the performance or delivery of the directly or indirectly affected scope of work under the contract/purchase order. In such circumstances, the Parties shall meet without delay and discuss in good faith to find a mutually agreeable solution, with equitable adjustment to the contract/purchase order date of delivery or completion. Customer hereby acknowledges and agrees that in said circumstances ABB may not be able to comply with the originally agreed delivery or completion schedule and that ABB shall not be liable for any liquidated or actual damages in connection thereto.

#### Consideration for Transportation

The offer is based on Incoterms as stated. Due to current fluctuations in transportation cost, the transportation cost may be given as a separate line item and is to be considered a non-binding estimate based on current market prices. At the time of delivery, ABB will use reasonable efforts to get optimum transport arrangements and the actual cost will be invoiced by ABB to the Purchaser. In no case will ABB be liable for any increase in transportation cost at the time of delivery.

#### Buyer's Responsibilities

The Buyer's responsibilities shall include, but are not limited to, the following:

- Issue switching orders, schedule outages, and de-energize the electrical apparatus, including Lock-Out Tag-Out (LOTO) of all systems associated with ABB's work scope involved in the project. LOTO procedures shall meet or exceed Contractor or ABB's requirements, whichever are more stringent.
- Prior to the start of the on-site work, Buyer shall familiarize ABB personnel with their safety practices, regulations in effect at jobsite, and any chemical and physical hazards, including process safety issues associated with the work environment. ABB shall be under no obligation to commence work unless safety practices are acceptable to ABB. As a safety precaution, prior to the commencement of work, access to a nearby telephone with the ability to call outside the facility will be provided by Buyer, as well as telephone numbers for local emergency services.
- Buyer will dispose of all wastes generated at the work site. Buyer will be responsible for environmental conditions and will keep the equipment free of contaminants that would be detrimental to the performance of the equipment.
- Buyer shall be responsible for the removal and replacement of any obstructions that may interfere with access to or removal of the existing equipment
- Buyer will provide an experienced electrician or electrical supervisor familiar with the power distribution system and trained in electrical safety and emergency response procedures including CPR, AED, and first aid for purposes of:
  - Directing ABB personnel in identifying and isolating the proper electrical equipment.
  - Shutting down electrical equipment in an emergency and providing emergency response during high-risk operations including electrical work when a single ABB representative is dispatched. This person must be visually present during all electrical work and high-risk operations. If not present, then ABB will stop work and notify the Buyer.
  - Complying with OSHA 1910.269(l)(1) and 1910.269(b)



- Buyer will provide all “special” maintenance tools including closing handles, test couplers, closing jacks, lifting devices, breaker cars/lift trucks, etc., furnished or defined by the original equipment manufacturer(s).
- Buyer shall provide one (1) copy of existing system schematics, drawings and other information regarding the equipment/site that is needed and be responsible for the accuracy of same and verbal information concerning existing conditions and wiring.
- All communication between, including meetings, all documents, notes on drawings, and submissions required under contract, shall be in the English language. Any language translation, of required, will be the responsibility of the Buyer.
- Buyer must supply minimum power supply of 120V, 1-Phase, power source, if necessary.
- Buyer will provide/operate/maintain services for drinking water, sanitary facilities, parking, trash containers, and lighting.
- Buyer to provide craft labor with tools and equipment to assist field engineer working on site, if necessary.
- Buyer to supply, operate, and maintain all standard services to the site facility, such as electric power, lighting, water, air, etc., if required. Backup for these systems is not included in this proposal. These services are to be made available to ABB, including a suitable source of 60Hz 120/240 volts AC, unless otherwise provided herein.
- Buyer to provide, and be responsible for, applicable codes, standard, laws, regulatory requirements, etc. required for the development of functional specification and system design and operation.
- Buyer shall be responsible for the review of the installation to assure compliance with applicable codes. It is the intention of ABB to comply with the applicable codes, standards, laws, regulatory requirements, etc.; however, by law it is the responsibility of the Buyer for compliance of the total installation. ABB would be pleased to quote any additional features or equipment that the Buyer deems necessary to meet these requirements.

#### Assumptions and Clarifications

- Any items or services not specifically outlined herein are not included.
- ABB assumes and is relying on the fact that any information furnished by Buyer is accurate and complete. To the extent that ABB obtains actual knowledge of any conditions with the equipment and/or the conditions at site are in addition to and/or different from those indicated in the Buyer’s furnished documentation / information and/or there is a previously unknown physical condition that is found with the equipment and/or at the site, ABB shall notify the Buyer. If such condition(s) exist and this causes an increase in ABB's cost of and/or the time required for the performance of any part of the work under a contract, an equitable adjustment may be made, including without limitation, to the price and/or schedule.
- With the exception of delays beyond the control of ABB, no additional work scope shall proceed without the written authorization of the Buyer.
- Should any unforeseen work delays beyond the control of ABB occur, including those as a result of malfunctions or deficiencies encountered with the equipment (unless caused by ABB) or should the Buyer desire to have ABB perform work beyond the scope of work described in this proposal, that work will be billed at the published rates in effect at the time of performance of that the work scope and will apply to all ABB project management, field engineers, field engineering service technicians and/or craftsmen.
- ABB expressly objects to any requirements, methods or conditions contained in any Buyer request that are not specifically addressed in this document, and such requirements, methods, and conditions, if any, are outside the scope of this proposal.
- Schedule: Unless otherwise stated in the scope, all work will be performed on a straight time basis. All work is to be performed on a mutually agreeable schedule. The foregoing work as described under work scope shall be performed during normal working hours Monday through Friday, Holidays excepted. If work is performed on an overtime basis, the premium for the time spent and other applicable cost will be billed in addition to the price quoted and will be billed at our published rates in effect at the time





work is performed. Time and expense of ABB employees' travel from their headquarters to work site and return, shall be considered as time worked. ABB typically requires a minimum four (4) weeks advance notice to ensure availability of resources.

- The services shall be considered "Substantially Complete" when the services to be performed by ABB or the designated portion thereof, are sufficiently complete in accordance with the contract documents, so that the Buyer can occupy or use the services or portion thereof for its/their intended use. For products only order, "substantially complete" shall mean the date of shipment of the products. A "Punchlist" is to be developed upon "Substantial Completion," and ABB's standard warranty shall provide coverage (when applicable) for issues that occur after "Substantial Completion." "Final Project Completion" shall be reached when all contractual responsibilities have been met and the final bill issued.

## ABB INC.

By:	Jacky Miles		
Title:	Sales Manager		
Email:	Jacky.miles@us.abb.com		
Phone:	704-605-1094	Fax:	N/A

## BUYER:

Company:			
By:	(Signature)		
Title:			
Email:		Date:	

This proposal and specification are submitted in confidence solely for use in consideration of the merits of the offering and for no other direct or indirect use by Buyer and its contents are proprietary to ABB. In taking receipt of this document, Buyer agrees not to reveal its contents except to those in its own organization who must evaluate it, to use this document and the information that it contains exclusively for the above-stated purpose and to avoid disclosure of the information to competitor of ABB.



## Electrification U.S.A. Service Rates

Jan 1, 2023

ABB's field service engineers and consulting experts are on call to provide a wide range of service and repairs on both ABB and non-ABB equipment and engineered systems in Industrial and Balance-Of-Plant Power Plant Systems.

### 8-Hour Daily Rates

Classification	Weekday	Saturday	Sunday Holiday
Field & Service Center			
Class I - Specialized Field Engineer/Specialized Field Technician	\$2,990	\$4,360	\$5,730
Class II - Field Engineer/Service Center Specialist	\$2,450	\$3,550	\$4,650
Class III - Service Technician	\$1,914	\$2,746	\$3,578
Phone Support		\$1,620/case	
Emergency Standby Retainer		\$6,000/month	

### Tooling Rates

IR Camera	\$100/day, \$400/week
Vibration Test Set	\$150/day, \$600/week
Online Motor Test Set	\$300/day, \$1,200/week
Offline Motor Test Set	\$300/day, \$1,200/week
Primary Current Injection Set	\$400/day, \$1,600/week
Relay Test Set	\$550/day, \$2,200/week
Power Factor Test Set	\$550/day, \$2,200/week

### Class I - Specialized Field Engineer

These services include installation, commissioning, repair, service, maintenance, and upgrade work associated with:

- Medium voltage motors, & generators
- Paralleling Switchgear
- Synchronous motors & generators, including excitation
- Legacy control systems including: Series 5 & Series 6
- Specialty power system studies, including: Harmonic, Transient Switching & Grounding
- Shipboard and offshore work, with a minimum 14-hour/day billing. Platform work requires a pay differential.
- Gas Insulated Substation (GIS)

### Class II - Field Engineer & Service Center Specialist

Service is technical advice and counsel from field personnel based on sound engineering, manufacturing, installation, and operation practices as applicable to the equipment. Such services may include analysis, adjustment, programming, and other similar services. They do not include supervision or management of purchaser's employees, agents or other contractors and design effort.

### Class III - Service Technician

Craftsmen experienced in the inspection, test, installation, service, and repair of one or more of the following equipment types:

- Transformer (Mechanical, Electrical, Fluid)
- Motors, Electrical & Controls Equipment
- Switchgear
- Mechanical
- Hydro (Electrical, Mechanical & Controls)

### Typical Installations, Services, Repairs, and Products

- Transformer (Including Mechanical, Electrical, Fluid)
- Power Delivery Equipment
- Motors, Electrical and Controls Equipment
- Distributed Control Systems and Programmable Logic Controls
- Instrumentation Related to Process Control and Automation Systems
- Marine Electrical Systems
- Power System Studies

### Rate Terms

1. Work greater than 8 hours per day is billed per hour:	Overtime	Double Time
Class I - Specialized Field Engineer	\$513.75	\$685.00
Class II - Field Engineer/Service Center Specialist	\$412.50	\$550.00
Class III - Service Technician	\$312.00	\$416.00

For less than 24-hour response, a 1.40 multiplier is used for all rates.

Overtime applies to billable weekday hours 9-12 or outside of 7:00am to 6:00pm. Double Time applies to billable weekday hours greater than 12, Saturday hours greater than 8, Sundays and holidays.

- Preparation, travel, and report writing time will be charged at the applicable rate (i.e., daily rates, overtime and double time) on a round trip basis with point of departure based on the location of the ABB Representative's office/service center.
- Additional travel and living expenses include:
 

Overnight stay	\$220 per day
Air Travel / Rental Car charges	Cost + 20%

Notes: Additional T&L charges may apply for high cost of living areas.
- Travel and living expenses outside the continental U.S.A., will be billed at a cost plus 20% minimum, or consult with your local ABB representative for a local per diem rate.
- Materials, subcontract labor and equipment if required will be provided at cost + 35%.
- All equipment is F.O.B. shipping point, seller's dock, with freight prepaid and charged 3% of material price (a minimum per shipment charge of \$100.00 shall apply). Seller reserves the right to select the method of transportation provided for all products unless specified by the client not less than 72 hours prior to shipment. Any premium transportation or required special handling is in addition and shall be for the account of the Buyer.
- Consult with local ABB office to determine applicable charges for other special tooling and/or test equipment or any taxes, fees or VAT that may be in addition to the above rates. Minimum daily billing of 8 hours for all services provided including standby time. A minimum order of \$500.00 shall apply for a parts/material only order.
- All rates are for hours worked, traveled, or on standby and are based on ABB's standard terms and conditions of sale. Price and data subject to change without notice. This quotation is not valid for PCB services, off shore or confined locations.
- Phone Support is a service provided on the phone by a Field Engineer for limited hardware and software troubleshooting services.
- Employee screening costs as required by the customer will be provided as follows:
 

Custom drug screen or background check	\$110
TWIC Card	\$250
BOSIET + HUET	\$2,250

All travel time to complete the screenings will be billed at the applicable hourly rate as set forth in 1 above plus expenses. All other specialty training will be billed at cost + 20%.

- All time to complete site specific training will be billed at the applicable hourly rate as set forth in 1 above plus expenses.
- A Critical Power Emergency Standby Retainer provides access to a qualified ABB Field Engineer at the customer site on the same day the need is identified by the customer. All time to support the emergency service, including travel to and from the customer site, will be billed at the applicable hourly rate as set forth in 1 above, however the 1.40 multiplier applied to work with less than 24hrs notice is waived.
- The Standard and Applicable rates shown on this sheet assume that services are being performed at a location that is not subject to a Location Premium which is an additional charge/rate that may be assessed for remote, inconvenient, confined or offshore work sites. Please contact ABB to see if a Location Premium applied to your location.

For more information contact your local ABB office or call our 24x7 customer service center at

**1-888-434-7378 or 540-387-8617** for legacy GE products  
**1-800-HELP-365 (1-800-435-7365)** for legacy ABB products

**ABB INC.**  
**GENERAL TERMS AND CONDITIONS OF SALE**  
**(2022-01 U.S.)**

**1. General.**

The terms and conditions contained herein, together with any additional or different terms contained in ABB's proposal, quotation and/or invoice ("Proposal"), if any, submitted to Purchaser (which Proposal, Policies, Addendum(s), if any, submitted to Purchaser shall control over any conflicting terms), constitute the entire agreement (the "Agreement") between the parties with respect to the purchase order and supersede all prior communications and agreements regarding the purchase order. Acceptance by ABB of the purchase order, or Purchaser's acceptance of ABB's Proposal, is expressly limited to and conditioned upon Purchaser's acceptance of these terms and conditions, payment for or acceptance of any performance by ABB being acceptance. These terms and conditions may not be changed or superseded by any different or additional terms and conditions proposed by Purchaser to which terms ABB hereby objects. Unless the context otherwise requires, the term "Equipment" as used herein means all of the equipment, parts, accessories sold, and all software and software documentation, if any, licensed to Purchaser by ABB ("Software") under the purchase order. Unless the context otherwise requires, the term "Services" as used herein means all labor, supervisory, technical and engineering, installation, repair, consulting or other services provided by ABB under the purchase order. As used herein, the term "Purchaser" shall also include the initial end user of the Equipment and/or services; provided, however, that Article 14(a) shall apply exclusively to the initial end user.

**2. Prices.**

(a) Unless otherwise specified in writing, all Proposals expire thirty (30) days from the date thereof and may be modified or withdrawn by ABB before receipt of Purchaser's conforming acceptance. All quoted prices are subject to revision at any time in the event of any increase in raw material, energy costs or governmental actions such as tariffs.

(b) Unless otherwise stated herein, Services prices are based on normal business hours (8 a.m. to 5 p.m. Monday through Friday). Overtime and Saturday hours will be billed at one and one-half (1 1/2) times the hourly rate; and Sunday hours will be billed at two (2) times the hourly rate; holiday hours will be billed at three (3) times the hourly rate. If a Services rate sheet is attached hereto, the applicable Services rates shall be those set forth in the rate sheet. Rates are subject to change without notice.

(c) The price does not include any federal, state or local property, license, privilege, sales, use, excise, gross receipts, or other like taxes which may now or hereafter be applicable. Purchaser agrees to pay or reimburse any such taxes which ABB or its suppliers are required to pay or collect. If Purchaser is exempt from the payment of any tax or holds a direct payment permit, Purchaser shall, upon purchase order placement, provide ABB a copy, acceptable to the relevant governmental authorities of any such certificate or permit.

(d) The price includes customs duties and other importation or exportation fees, if any, at the rates in effect on the date of ABB's Proposal. Any change after that date in such duties, fees, or rates, shall increase the price by ABB's additional cost.

**3. Payment.**

(a) Unless specified to the contrary in writing by ABB, payment terms are net cash, payable without offset, in United States Dollars, 30 days from date of invoice by wire transfer to the account designated by ABB in the Proposal. ABB is not required to commence or continue its performance unless and until invoiced payments have been received in a timely fashion. For each day of delay in receiving required payments, ABB shall be entitled to a matching extension of the schedule.

(b) If in the judgment of ABB, the financial condition of Purchaser at any time prior to delivery does not justify the terms of payment specified, ABB may require payment in advance, payment security satisfactory to ABB and suspend its performance until said advance payment or payment security is received or may terminate the purchase order, whereupon ABB shall be entitled to receive reasonable cancellation charges. If delivery is delayed by Purchaser, payment shall be due on the date ABB is prepared to make delivery. Delays in delivery or nonconformities in any installments delivered shall not relieve Purchaser of its obligation to accept and pay for remaining installments.

(c) Purchaser shall pay, in addition to the overdue payment, a late charge equal to the lesser of 1 1/2% per month or any part thereof or the highest applicable rate allowed by law on all such overdue amounts plus ABB's attorneys' fees and court costs incurred in connection with collection. If Purchaser fails to make payment of any amounts due under any purchase order and fails to cure such default within ten (10) days after receiving written notice specifying such default, then ABB may by written notice, at its option, suspend its performance under the purchase order until such time as the full balance is paid or terminate the purchase order, as of a date specified in such notice. In the event of suspension, cancellation or termination hereunder, ABB will be entitled to recover all costs for work performed to date, costs associated with suspension, cancellation or termination of the work and all other costs recoverable at law.

**4. Changes.**

(a) Any changes requested by Purchaser affecting the ordered scope of work must first be reviewed by ABB and any resulting adjustments to affected provisions, including price, schedule, and guarantees mutually agreed in writing prior to implementation of the change.

(b) ABB may, at its expense, make such changes in the Equipment or Services as it deems necessary, in its sole discretion, to conform the Equipment or Services to the applicable specifications. If Purchaser objects to any such changes, ABB shall be relieved of its obligation to conform to the applicable specifications to the extent that conformance may be affected by such objection.

**5. Delivery.**

(a) All Equipment manufactured, assembled or warehoused in the continental United States is delivered FCA ABB point of shipment, Incoterms® 2020 unless otherwise mutually agreed in writing. Equipment shipped outside the continental United States is delivered FCA Incoterms® 2020 United States port of export unless otherwise mutually agreed in writing. Purchaser shall be responsible for any and all demurrage or detention charges.

(b) If the scheduled delivery of Equipment is delayed by Purchaser or by Force Majeure, ABB may move the Equipment to storage for the account of and at the risk of Purchaser whereupon it shall be deemed to be delivered.

(c) Shipping and delivery dates are contingent upon Purchaser's timely approvals and delivery by Purchaser of any documentation required for ABB's performance hereunder.

(d) Claims for shortages or other errors in delivery must be made in writing to ABB within ten (10) days of delivery. Equipment may not be returned except with the prior written consent of and subject to terms specified by ABB. Claims for damage after delivery shall be made directly by Purchaser with the common carrier.

**6. Title & Risk of Loss.**

Except with respect to Software (for which title shall not pass, use being licensed) title to Equipment shall transfer to Purchaser upon

delivery according to the applicable freight term. Notwithstanding any agreement with respect to delivery terms or payment of transportation charges, risk of loss or damage with respect to the sale of Equipment shall pass from ABB to Purchaser at delivery as defined in this Agreement.

#### 7. Inspection, Testing and Acceptance.

(a) Any inspection by Purchaser of Equipment on ABB's premises shall be scheduled in advance to be performed during normal working hours and subject to rules and regulations in place at the ABB premises.

(b) If the purchase order provides for factory acceptance testing, ABB shall notify Purchaser when ABB will conduct such testing prior to shipment. Unless Purchaser states specific objections in writing within ten (10) days after completion of factory acceptance testing, completion of the acceptance test constitutes Purchaser's factory acceptance of the Equipment and its authorization for shipment.

(c) If the purchase order provides for site acceptance testing, testing will be performed by ABB personnel to verify that the Equipment has arrived at site complete, without physical damage, and in good operating condition. Completion of site acceptance testing constitutes full and final acceptance of the Equipment. If, through no fault of ABB, acceptance testing is not completed within thirty (30) days after arrival of the Equipment at the site, the site acceptance test shall be deemed completed and the Equipment shall be deemed accepted.

#### 8. Warranties and Remedies.

(a) Equipment and Services Warranty. ABB warrants that Equipment (excluding Software, which is warranted as specified in paragraph (d) below) shall be delivered free of defects in material and workmanship and that Services shall be free of defects in workmanship. The Warranty Remedy Period for Equipment (excluding Software and Spare Parts) shall end twelve (12) months after installation or eighteen (18) months after date of shipment, whichever first occurs. The Warranty Remedy Period for new spare parts shall end twelve (12) months after date of shipment. If the purchase order includes the sale of refurbished or repaired parts, the Warranty Remedy Period for such parts shall end ninety (90) days after date of shipment. The Warranty Remedy Period for Services shall end ninety (90) days after the date of completion of Services.

(b) Equipment and Services Remedy. If a nonconformity to the foregoing warranty is discovered in the Equipment or Services during the applicable Warranty Remedy Period, as specified above, under normal and proper use and provided the Equipment has been properly stored, installed, operated and maintained and written notice of such nonconformity is provided to ABB promptly after such discovery and within the applicable Warranty Remedy Period, ABB shall, at its option, either (i) repair or replace the nonconforming portion of the Equipment or re-perform the nonconforming Services or (ii) refund the portion of the price applicable to the nonconforming portion of Equipment or Services. If any portion of the Equipment or Services so repaired, replaced or re-performed fails to conform to the foregoing warranty, and written notice of such nonconformity is provided to ABB promptly after discovery and within the original Warranty Remedy Period applicable to such Equipment or Services or thirty (30) days from completion of such repair, replacement or re-performance, whichever is later, ABB will repair or replace such nonconforming Equipment or re-perform the nonconforming Services. The original Warranty Remedy Period shall not otherwise be extended.

(c) Exceptions. ABB shall not be responsible for providing temporary power, removal, installation, reimbursement for labor costs or working access to the nonconforming Equipment, including disassembly and re-assembly of non-ABB supplied equipment, or for providing transportation to or from any repair facility, or for any other expenses

incurred in connection with the repair or replacement, all of which shall be at Purchaser's risk and expense. ABB shall have no obligation hereunder with respect to any Equipment which (i) has been improperly repaired or altered; (ii) has been subjected to misuse, negligence or accident; (iii) has been used in a manner contrary to ABB's instructions; (iv) is comprised of materials provided by or a design specified by Purchaser; or (v) has failed as a result of ordinary wear and tear. Equipment supplied by ABB but manufactured by others is warranted only to the extent of the manufacturer's warranty, and only the remedies, if any, provided by the manufacturer will be allowed.

(d) Software Warranty and Remedies. ABB warrants that, except as specified below, the Software will, when properly installed, execute in accordance with ABB's published specification. If a nonconformity to the foregoing warranty is discovered during the period ending one (1) year after the date of shipment and written notice of such nonconformity is provided to ABB promptly after such discovery and within that period, including a description of the nonconformity and complete information about the manner of its discovery, ABB shall correct the nonconformity by, at its option, either (i) modifying or making available to the Purchaser instructions for modifying the Software; or (ii) making available at ABB's facility necessary corrected or replacement programs. ABB shall have no obligation with respect to any nonconformities resulting from (i) unauthorized modification of the Software or (ii) Purchaser-supplied software or interfacing. ABB does not warrant that the functions contained in the software will operate in combinations which may be selected for use by the Purchaser, or that the software products are free from errors in the nature of what is commonly categorized by the computer industry as "bugs".

(e) THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY AND PERFORMANCE, WHETHER WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USAGE OF TRADE ARE HEREBY DISCLAIMED. THE REMEDIES STATED HEREIN CONSTITUTE PURCHASER'S EXCLUSIVE REMEDIES AND ABB'S ENTIRE LIABILITY FOR ANY BREACH OF WARRANTY.

#### 9. Intellectual Property Indemnification.

(a) ABB shall defend at its own expense any action brought against Purchaser alleging that the Equipment or the use of the Equipment to practice any process for which such Equipment is specified by ABB (a "Process") directly infringes a patent in effect in the United States, an European Union member state or the country of the Site (provided there is a corresponding patent issued by the U.S., UK or an EU member state), or any copyright or trademark registered in the country of the Site and to pay all damages and costs finally awarded in any such action, provided that Purchaser has given ABB prompt written notice of such action, all necessary assistance in the defense thereof and the right to control all aspects of the defense thereof including the right to settle or otherwise terminate such action in behalf of Purchaser.

(b) ABB shall have no obligation hereunder and this provision shall not apply to: (i) any other equipment or processes, including Equipment or Processes which have been modified or combined with other equipment or process not supplied by ABB; (ii) any Equipment or Process supplied according to a design, other than an ABB design, required by Purchaser; (iii) any products manufactured by the Equipment or Process; (iv) any use of the Equipment or Process contrary to ABB instructions; (v) any patent issued after the date hereof; or (vi) any action settled or otherwise terminated without the prior written consent of ABB.

(c) If, in any such action, the Equipment is held to constitute an infringement, or the practice of any Process using the Equipment is finally enjoined, ABB shall, at its option and its own expense, procure for Purchaser the right to continue using said Equipment; or modify or replace it with non-infringing equipment or, with Purchaser's assistance, modify the Process so that it becomes non-infringing; or remove it and refund the portion of the price allocable to the infringing Equipment. THE FOREGOING PARAGRAPHS STATE THE EXCLUSIVE LIABILITY OF ABB AND EQUIPMENT MANUFACTURER FOR ANY INTELLECTUAL PROPERTY INFRINGEMENT.

(d) To the extent that said Equipment or any part thereof is modified by Purchaser, or combined by Purchaser with equipment or processes not furnished hereunder (except to the extent that ABB is a contributory infringer) or said Equipment or any part thereof is used by Purchaser to perform a process not furnished hereunder by ABB or to produce an article, and by reason of said modification, combination, performance or production, an action is brought against ABB, Purchaser shall defend and indemnify ABB in the same manner and to the same extent that ABB would be obligated to indemnify Purchaser under this "Intellectual Property Indemnification" provision.

#### **10. Waiver of Consequential Damages.**

In no event shall ABB, its suppliers or subcontractors be liable for special, indirect, incidental or consequential damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including, but not limited to, loss of profits or revenue, loss of data, loss of use, loss of use of any of the Equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, delays, and claims of customers of the Purchaser or other third parties for any damages.

#### **11. Limitation of Liability.**

(a) ABB's aggregate liability for all claims whether in contract, warranty, tort, negligence, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from this Agreement or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, operation or use of any equipment covered by or furnished under this Agreement, or from any services rendered in connection therewith, shall in no case (except as provided in the section entitled "Intellectual Property Indemnification") exceed the purchase order price.

(b) All causes of action against ABB arising out of or relating to this Agreement or the performance or breach hereof shall expire unless brought within one (1) year of the time of accrual thereof.

(c) In no event, regardless of cause, shall ABB be liable for penalties or penalty clauses of any description or for indemnification of Purchaser or others for costs, damages, or expenses arising out of or related to the Equipment and/Services.

#### **12. Laws and Regulations.**

ABB does not assume any responsibility for compliance with federal, state or local laws and regulations, except as expressly set forth herein, and compliance with any laws and regulations relating to the operation or use of the Equipment or Software is the sole responsibility of the Purchaser. All laws and regulations referenced herein shall be those in effect as of the Proposal date. In the event of any subsequent revisions or changes thereto, ABB assumes no responsibility for compliance therewith. If Purchaser desires a modification as a result of any such change or revision, it shall be treated as a change per Article 4. Nothing contained herein shall be construed as imposing responsibility or liability upon ABB for obtaining any permits, licenses or approvals from any agency required in connection with the supply, erection or operation of the Equipment. This Agreement shall in all respects be

governed by, and construed, interpreted and enforced in accordance with the laws of the State of New York, USA, excluding its conflicts of laws rules and the provisions of the United Nations Convention on Contracts for the International Sale of Goods, and both parties hereby agree that any litigation concerning, arising out of, or related to this Agreement, whether claims are based on contract, tort, equity or otherwise, shall be conducted only in the state or federal courts functioning in the State of New York, Manhattan County and waive the defense of an inconvenient forum in respect to any such litigation. If any provision hereof, partly or completely, shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or portion hereof and these terms shall be construed as if such invalid or unenforceable provision or portion thereof had never existed.

#### **13. OSHA.**

ABB warrants that the Equipment will comply with the relevant standards of the Occupational Safety and Health Act of 1970 ("OSHA") and the regulations promulgated thereunder as of the date of the Proposal. Upon prompt written notice from the Purchaser of a breach of this warranty, ABB will replace the affected part or modify it so that it conforms to such standard or regulation. ABB's obligation shall be limited to such replacement or modification. In no event shall ABB be responsible for liability arising out of the violation of any OSHA standards relating to or caused by Purchaser's design, location, operation, or maintenance of the Equipment, its use in association with other equipment of Purchaser, or the alteration of the Equipment by any party other than ABB.

#### **14. Software License.**

(a) ABB owns all rights in or has the right to sublicense all of the Software, if any, to be delivered to Purchaser under this Agreement. As part of the sale made hereunder Purchaser hereby obtains a limited license to use the Software, subject to the following: (i) the Software may be used only in conjunction with equipment specified by ABB; (ii) the Software shall be kept strictly confidential; (iii) the Software shall not be copied, reverse engineered, or modified; (iv) the Purchaser's right to use the Software shall terminate immediately when the specified equipment is no longer used by the Purchaser or when otherwise terminated, e.g. for breach, hereunder; and (v) the rights to use the Software are non-exclusive and non-transferable, except with ABB's prior written consent.

(b) Nothing in this Agreement shall be deemed to convey to Purchaser any title to or ownership in the Software or the intellectual property contained therein in whole or in part, nor to designate the Software a "work made for hire" under the Copyright Act, nor to confer upon any person who is not a named party to this Agreement any right or remedy under or by reason of this Agreement. In the event of termination of this License, Purchaser shall immediately cease using the Software and, without retaining any copies, notes or excerpts thereof, return to ABB the Software and all copies thereof and shall remove all machine-readable Software from all of Purchaser's storage media.

#### **15. Intellectual Property, Inventions and Information.**

(a) "Intellectual Property Rights" means all current and future rights in copyrights, trade secrets, trademarks, mask works, patents, design rights, trade dress, and any other intellectual property rights that may exist anywhere in the world, including, in each case whether unregistered, registered or comprising an application for registration, and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of the foregoing. "Technology" means all inventions, discoveries, ideas, concepts, methods, code, executables, manufacturing processes, unique compositions, mask works, designs, marks, and works of authorship fixed in the medium

of expression, and materials pertaining to any of the preceding; whether or not patentable, copyrightable or subject to other forms of protection.

(b) ABB shall maintain all right, title and interest in any Technology and Intellectual Property Rights that ABB owned, created, conceived or discovered prior to entering into this Agreement, or owns, creates or discovers separately from the activities contemplated by this Agreement. Unless otherwise agreed in writing by ABB and Purchaser, ABB shall have all right, title and interest in any Technology and Intellectual Property Rights that ABB creates, conceives or discovers in furtherance of this Agreement, and ABB shall have all right, title and interest in any Technology and Intellectual Property Rights embodied in the Equipment and Services. Any design, manufacturing drawings or other information submitted to the Purchaser remains the exclusive property of ABB. Purchaser shall not, without ABB's prior written consent, copy or disclose such information to a third party, unless required by a public information request from a governmental body. Such information shall be used solely for the operation or maintenance of the Equipment and not for any other purpose, including the duplication thereof in whole or in part.

**16. Force Majeure.**

ABB shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), delays attributable to outbreaks, epidemics and pandemics, Acts of God, fire, strike, labor difficulties, acts or omissions of any governmental authority or of Purchaser, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus a reasonable time to resume production, and the price will be adjusted to compensate ABB for such delay.

**17. Cancellation.**

Special order, custom designed, and made-to-order Equipment are non-cancelable and non-returnable. Any other purchase order may be cancelled by Purchaser only upon prior written notice and payment of termination charges as set forth in the cancellation schedule included in the Proposal or payment of, including but not limited to, the purchase price of the work performed prior to the effective date of notice of termination, the costs identified to the purchase order incurred by ABB for work not completed, and all expenses incurred by ABB attributable to the termination, plus a fixed sum of ten (10) percent of the final total price to compensate for disruption in scheduling, planned production and other indirect costs.

**18. Termination.**

(a) No termination by Purchaser for material default shall be effective unless, within fifteen (15) days after receipt by ABB of Purchaser's written notice specifying such default, ABB shall have failed to initiate and pursue with due diligence correction of such specified default.

(b) If the event of termination for a material default, ABB shall reimburse Purchaser the difference between that portion of the Agreement price allocable to the terminated scope and the actual amounts reasonably incurred by Purchaser to complete that scope, and Purchaser shall pay to ABB the portion of the Agreement price allocable to Equipment completed and any amounts due for Services performed before the effective date of termination.

(c) ABB may terminate the Agreement (or any affected portion thereof) immediately for cause if Purchaser becomes insolvent/bankrupt, or materially breaches the Agreement, including, but not limited to, failure or delay in Purchaser making any payment when due, or fulfilling any payment conditions.

**19. Export Control.**

(a) Purchaser represents and warrants that the Equipment and Services provided hereunder, and the "direct product" thereof are intended for civil use only and will not be used, directly or indirectly, for the production of chemical or biological weapons or of precursor chemicals for such weapons, or for any direct or indirect nuclear end use. Purchaser agrees not to disclose, use, export or re-export, directly or indirectly, any information provided by ABB or the "direct product" thereof as defined in the Export Control Regulations of the United States Department of Commerce, except in compliance with such Regulations.

(b) If applicable, ABB shall file for a U.S. export license, but only after appropriate documentation for the license application has been provided by Purchaser. Purchaser shall furnish such documentation within a reasonable time after purchase order acceptance. Any delay in obtaining such license shall suspend performance of this Agreement by ABB. If an export license is not granted or, if once granted, is thereafter revoked or modified by the appropriate authorities, this Agreement may be canceled by ABB without liability for damages of any kind resulting from such cancellation. At ABB's request, Purchaser shall provide to ABB a Letter of Assurance and End-User Statement in a form reasonably satisfactory to ABB.

**20. Bribery and Corruption**

(a) Purchaser hereby warrants that it will not, directly or indirectly, and it has no knowledge that other persons will, directly or indirectly, make any payment, gift or other commitment to its customers, to government officials or to agents, directors and employees of Seller or any other party in a manner contrary to applicable laws (including but not limited to the Corruption of Foreign Public Officials Act (Canada), the Foreign Corrupt Practices Act (United States) and, where applicable, legislation enacted by member States and signatories implementing the OECD Convention Combating Bribery of Foreign Officials) and shall comply with all relevant laws, regulations, ordinances and rules regarding bribery and corruption.

(b) Nothing hereunder shall render Seller liable to reimburse Purchaser for any such consideration given or promised.

(c) Purchaser's material violation of any of the obligations contained in Section 19(a) above may be considered by Seller to be a material breach hereunder and shall entitle Seller to terminate this agreement with immediate effect and without prejudice to any further right or remedies on the part of Seller hereunder or applicable law. Purchaser shall indemnify Seller for all liabilities, damages, costs or expenses incurred as a result of any such violation of the above-mentioned obligations and termination of this agreement.

(d) Purchaser understands that Seller's Code of Conduct is available for consultation online at <http://www.abb.com/integrity>. Purchaser agrees to perform its contractual obligations hereunder with substantially similar standards of ethical behavior as those found in Supplier's Code of Conduct.

(e) Seller has established the following reporting channels where Purchaser and its employees may report suspected violations of applicable laws, policies or standards of conduct:

Web portal: [www.abb.com/integrity](http://www.abb.com/integrity)

Telephone: number specified on the above Web portal

Mail: address specified on the above Web portal

**21. Assignment.**

Any assignment of this Agreement or of any rights or obligations under the Agreement without prior written consent of ABB shall be void.

**22. Nuclear.**

Equipment and Services sold hereunder are not intended for use in connection with any nuclear facility or activity, and Purchaser warrants that it shall not use or permit others to use Equipment or Services for such purposes, without the advance written consent of ABB. If, in breach of this, any such use occurs, ABB (and its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, including without limitation any physical damage to a nuclear facility itself, resulting from a nuclear incident and, in addition to any other rights of ABB, Purchaser shall indemnify and hold ABB (and its parent, affiliates, suppliers and subcontractors) harmless against all such liability including, but not limited to, any physical damage to the nuclear facility or surrounding properties, if any. Consent of ABB to any such use, if any, will be conditioned upon additional terms and conditions that ABB determines to be acceptable for protection against nuclear liability including but not limited to the requirement that the Purchaser and/or its end user customer shall have complete insurance protection against liability and property damage including without limitation physical damage to a nuclear facility itself or any surrounding properties, if any, resulting from a nuclear incident and shall indemnify ABB, its subcontractors, suppliers and vendors against all claims resulting from a nuclear incident including, but not limited to, any physical damage to the nuclear facility.

**23. Resale.**

If Purchaser resells any of the Equipment or Services, the sale terms shall limit ABB's liability to the buyer to the same extent that ABB's liability to Purchaser is limited hereunder. Additionally, if the end-user intends to use the Equipment or Services in connection with any nuclear facility or activity, the Purchaser shall require the end-user comply with the financial requirements under Price-Anderson Act (PAA) and secure a written release of liability which flows from the end-user to the benefit of ABB.

**24. Environmental, Health and Safety Matters.**

(a) Purchaser shall be obligated to maintain safe working conditions at its facility or location (the "Site"), including the implementing of appropriate procedures regarding Hazardous Materials, confined space entry, and energization and de-energization of power systems (electrical, mechanical and hydraulic) using safe and effective lock-out/tag-out ("LOTO") procedures including physical LOTO or a mutually agreed upon alternative method.

(b) Purchaser shall immediately advise ABB in writing of all applicable Site-specific health, safety, security and environmental requirements and procedures. Without limiting Purchaser's responsibilities hereunder, ABB has the right but not the obligation to, from time to time, review, audit and inspect applicable health, safety, security and environmental documentation, procedures and conditions at the Site.

(c) If, in ABB's reasonable opinion, the health, safety, or security of personnel or the Site is, or is likely to be, imperiled by security risks, the presence of or threat of exposure to Hazardous Materials, or unsafe working conditions, ABB may, in addition to other rights or remedies available to it, remove some or all of its personnel from Site, suspend performance of all or any part of the purchase order, and/or remotely perform or supervise work. Any such occurrence shall be considered a Force Majeure event. Purchaser shall reasonably assist in ensuring the safe departure of personnel from the Site.

(d) Purchaser shall not require or permit ABB's personnel to operate Purchaser's equipment at Site.

(e) Purchaser will make its Site medical facilities and resources reasonably available to ABB personnel who need medical attention.

(f) ABB has no responsibility or liability for the pre-existing condition of Purchaser's equipment or the Site, which is the sole responsibility of Purchaser. Prior to ABB starting any work at Site, Purchaser will provide documentation that identifies the presence and condition of any Hazardous Materials existing in or about Purchaser's equipment or the Site that ABB may encounter while performing under this Agreement. The provision of such documentation shall in no way release Purchaser from its responsibility for said conditions. Purchaser shall disclose to ABB industrial hygiene and environmental monitoring data regarding conditions that may affect ABB's work or personnel at the Site. Purchaser shall keep ABB informed of changes in any such conditions.

(g) ABB shall promptly notify Purchaser if ABB becomes aware of: (i) conditions at the Site differing materially from those disclosed by Purchaser, or (ii) previously unknown physical conditions at Site differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement. If any such conditions cause an increase in ABB's cost of, or the time required for, performance of any part of the work under the Agreement, an equitable adjustment in price and schedule shall be made.

(h) If ABB encounters Hazardous Materials in Purchaser's equipment or at the Site that require special handling or disposal, ABB is not obligated to continue work affected by the hazardous conditions. In such an event, Purchaser shall at its sole cost and expense eliminate the hazardous conditions in accordance with applicable laws and regulations so that ABB's work under the Agreement may safely proceed, and ABB shall be entitled to an equitable adjustment of the price and schedule to compensate for any increase in ABB's cost of, or time required for, performance of any part of the work. Purchaser shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of ABB's work at the Site.

(i) Purchaser shall indemnify ABB for any and all claims, damages, losses, and expenses arising out of or relating to any Hazardous Materials which are or were (i) present in or about Purchaser's equipment or the Site prior to the commencement of ABB's work, (ii) improperly handled or disposed of by Purchaser or Purchaser's employees, agents, contractors or subcontractors, or (iii) brought, generated, produced or released on Site by parties other than ABB.

**25. Confidentiality.**

(a) ABB and Purchaser (as to information disclosed, the "Disclosing Party") may each provide the other party (as to information received, the "Receiving Party") with Confidential Information in connection with this Agreement. "Confidential Information" means (a) information that is designated in writing as "confidential" or "proprietary" by Disclosing Party at the time of written disclosure, and (b) information that is orally designated as "confidential" or "proprietary" by Disclosing Party at the time of oral or visual disclosure and is confirmed to be "confidential" or "proprietary" in writing within fifteen (15) days after the oral or visual disclosure. In addition, prices for Products and Services shall be considered ABB's Confidential Information.

(b) Receiving Party agrees: (i) to use the Confidential Information only in connection with the Agreement and use of Products and Services, (ii) to take reasonable measures to prevent disclosure of the Confidential Information to third parties, and (iii) not to disclose the Confidential Information to a competitor of Disclosing Party. Notwithstanding these restrictions, each party shall permit access to the other's Confidential Information only to its employees who:

(i) reasonably require access to Confidential Information for purposes approved by this Agreement, and (ii) have undertaken a binding obligation of confidentiality with respect to the confidential information of others entrusted to him or her, and (iii) have been apprised of the confidentiality obligations hereunder. ABB may disclose Confidential Information to its affiliates and subcontractors in connection with performance of the purchase order. A Receiving Party may only disclose Confidential Information to any other third party with the prior written permission of Disclosing Party, and in each case, only so long as the Receiving Party obtains a non-disclosure commitment from any such third party that prohibits disclosure of the Confidential Information and provided further that the Receiving Party remains responsible for any unauthorized use or disclosure of the Confidential Information. Receiving Party shall upon request return to Disclosing Party or destroy all copies of Confidential Information except to the extent that a specific provision of the Agreement entitles Receiving Party to retain an item of Confidential Information. ABB may also retain one archive copy of Purchaser's Confidential Information.

(c) The obligations under this Article 24 shall not apply to any portion of the Confidential Information that: (i) is or becomes generally available to the public other than as a result of disclosure by Receiving Party, its representatives or its affiliates; (ii) is or becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party when the source is not, to the best of Receiving Party's knowledge, subject to a confidentiality obligation to Disclosing Party; (iii) is independently developed by Receiving Party, its representatives or affiliates, without reference to the Confidential Information; (iv) is required to be disclosed by law or valid legal process provided that the Receiving Party intending to make disclosure in response to such requirements or process shall promptly notify the Disclosing Party in advance of such disclosure and reasonably cooperate in attempts to maintain the confidentiality of the Confidential Information.

(d) As to any individual item of Confidential Information, the restrictions under this Article 24 shall expire five (5) years after the date of disclosure. This Article 24 does not supersede any separate confidentiality or nondisclosure agreement signed by the parties.

#### **26. Non-Survival.**

The following Articles shall not survive termination or cancellation of this Agreement: 5, 7, 8, 17 and 18. All other Articles shall survive the termination or cancellation of the Agreement.

#### **27. Entire Agreement.**

This Agreement constitutes the entire agreement between ABB and Purchaser. There are no agreements, understandings, restrictions, warranties, or representations between ABB and Purchaser other than those set forth herein or herein provided. As stated in Article 1 of this Agreement, ABB's Proposal, Policies, Addendum(s), if any, submitted to Purchaser, shall control over any conflicting terms. ABB specifically rejects any exceptions to this Agreement, Proposals, Policies, and/or Addendum(s) on the face of any purchase order. Purchaser shall advise ABB in writing of all conflicts, errors, omissions, or discrepancies among the Proposal, Policies, Addendum(s) and this Agreement immediately upon discovery. This Agreement shall supersede any standard, preprinted terms and conditions that are automatically attached to purchase orders issued by Purchaser.

#### **28. US Government Contracts.**

(a) This Article 28 applies only if the Agreement is for the direct or indirect sale to any agency of the U.S. government and/or is funded in whole or in part by any agency of the U.S. government.

(b) Purchaser agrees that all Equipment and Services provided by ABB meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial item" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101. Purchaser agrees, consistent with FAR 12.212, that commercial computer software and commercial computer software documentation are licensed under ABB's Software License. To the extent the Buy America(n) Act, Trade Agreements Act, or other domestic preference requirements are applicable to this Agreement, the country of origin of Equipment is unknown unless otherwise specifically stated by ABB in this Agreement. Purchaser agrees any Services offered by ABB are exempt from the Service Contract Act of 1965 (FAR 52.222-41). The version of any applicable FAR clause listed in this Article 28 shall be the one in effect on the effective date of this Agreement.

(c) If Purchaser is an agency of the U.S. Government, then as permitted by FAR 12.302, Purchaser agrees that all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms and Conditions. Purchaser further agrees the subparagraphs of FAR 52.212-5 apply only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Agreement price.

(d) If Purchaser is procuring the Equipment or Services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. Government, then Purchaser agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the purchase order price.

#### **29. Data Protection.**

(a) The parties agree that the protection of Personal Data is very important. If Purchaser discloses Personal Data to ABB, ABB shall comply with all applicable data protection laws and regulations. Purchaser shall comply with all applicable data protection laws and regulations in respect of any Personal Data it receives from ABB in the course of receiving the Equipment or Services.

(b) The parties agree that neither will withhold or delay its consent to any changes to this clause which are required to be made in order to comply with applicable data protection laws and regulations and/or with guidelines and order from any competent supervisory authority, and their application to the Equipment or Services from time to time, and agrees to implement any such changes at no additional cost to the other party.

(c) The parties acknowledge that the processing of Personal Data in accordance with this purchase order may require the conclusion of additional data processing agreements or additional data protection agreements. If and to the extent such additional data processing agreements or additional data protection agreements are not initially concluded as part of the purchase order, the parties shall, and shall ensure that their relevant affiliates or subcontractors shall, upon the other's request promptly enter into any such agreement with an affiliate, as designated by the other party and as required by mandatory law or a competent data protection or other competent authority.



## *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:**

ABB, Inc.

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

The Power Cab electrical equipment for the GE 7B combustion turbines at NGS are over 40 years old, obsolete and in critical need of replacement. On July 1, 2018, ABB completed the acquisition of GE industrial Solutions; the OEM of the existing electrical equipment on all four units.

Award #3 10/26/23 Supporting Documents

JEA has outdated and very limited documentation and drawings of the existing electrical equipment. The initial phase of this project is to develop detailed engineering drawings of the electrical system by having qualified OEM field engineers familiar with the equipment trace out all electrical wiring, develop an equipment upgrade plan and bill of materials to be used during phase 2 of this project. Phase 1 of this project has been completed. Phase 2 of the project will include the removal of the old equipment, procurement, installation and commissioning of new equipment. JEA requested a quote from ABB and after a few site visits to assess the condition of the existing equipment, they provided us with a proposal to complete Phase 2 of this project on CT5. This project has a significant inherent risk due to the lack of existing drawings and the many unknowns about the condition of wiring and equipment in a difficult to access confined space area below the Power Cab enclosure. CT3 upgrade was completed during the spring 2022 outage. This project was a major success. CT4 upgrade will be completed during the spring 2024 outage. Due to the complexity, uniqueness and critically of these combustion turbines, it is in the best interest of JEA to award this project to the OEM to keep the electrical equipment the same across all the units.

3. Certification:

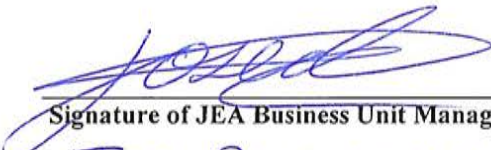
I the undersigned certify that to the best of my knowledge, no JEA employee has, either directly or indirectly, a financial interest in this Single Source Emergency Procurement, and

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(b) and (c) \_\_\_\_\_

OR

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

  
\_\_\_\_\_  
Signature of JEA Business Unit Manager  
Jose Dominguez  
\_\_\_\_\_  
Name of JEA Business Unit Manager

10/17/2023  
\_\_\_\_\_  
Date

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

IFB 1411442846 FY24 LDV and Van Solicitation Bid Analysis					Duval Ford			Bozard Ford Company			Garber Ford			Last Time Bought	Last Price Paid	% decrease/increase	% difference between lowest and next lowest bid	Price difference between lowest and next lowest bid				
JEA Class Code	Item Description	Fuel Type	Option Packet	Number of Vehicles	Quoted Unit Price	Total Price	Lead Time: In Calendar Days After Receipt of Order	Quoted Unit Price	Total Price	Lead Time: In Calendar Days After Receipt of Order	Quoted Unit Price	Total Price	Lead Time: In Calendar Days After Receipt of Order									
<b>Category 1 Ford F-150 2WD</b>																						
116	TRUCK 1/2 T PICKUP 6'5"	E85/UNL	STANDARD	2	\$ 44,708.51	\$89,417.02	240	\$ 42,936.00	\$ 85,872.00	364		\$ -		\$41,881.34	FY23		2.5%	4.1%	\$ 3,545.02			
116	TRUCK 1/2 T PICKUP 6'5"	E85/UNL	A	1	\$ 45,792.54	\$45,792.54	240	\$ 44,896.00	\$ 44,896.00	364		\$ -		\$43,123.34	FY23		4.1%	2.0%	\$ 896.54			
116X	TRUCK 1/2 T EXT CAB PICKUP 6'5"	E85/UNL	C	4	\$ 55,941.76	\$223,767.04	240	\$ 54,769.00	\$ 219,076.00	364	\$ 56,672.00	\$ 226,688.00	365	\$46,207.34	FY23 Std Opt		18.5%	2.1%	\$ 4,691.04			
116C	TRUCK 1/2 T CREW CAB PICKUP 6'5"	E85/UNL	STANDARD	3	\$ 49,834.33	\$149,502.99	240	\$ 52,081.00	\$ 156,243.00	364	\$ 54,173.00	\$ 162,519.00	365	\$54,415.74	FY23		-8.4%	4.5%	\$ 6,740.01			
<b>Category 2 Ford F-150 4WD</b>																						
117	TRUCK 1/2 T 4X4 PICKUP 6' 5"	E85/UNL	STANDARD	1	\$ 49,259.38	\$49,259.38	240	\$ 48,197.00	\$ 48,197.00	364	\$ 51,106.00	\$ 51,106.00	365	\$47,648.00	FY23		1.2%	2.2%	\$ 1,062.38			
117	TRUCK 1/2 T 4X4 PICKUP 6' 5"	E85/UNL	A	2	\$ 49,909.48	\$99,818.96	240	\$ 49,460.00	\$ 98,920.00	364	\$ 52,266.00	\$ 104,532.00	365	\$49,648.00	FY23		-0.4%	0.9%	\$ 898.96			
117X	TRUCK 1/2 T EXT CAB 4X4 PICKUP 6'5"	E85/UNL	K	1	\$ 64,779.41	\$64,779.41	240	\$ 53,297.00	\$ 53,297.00	364	\$ 56,653.00	\$ 56,653.00	365		NEW OPTION			6.3%	\$ 3,356.00			
117C	TRUCK 1/2 T CREW CAB 4X4 PICKUP 6'5"	E85/UNL	A	6	\$ 61,509.39	\$369,056.34	240	\$ 53,976.00	\$ 323,856.00	364	\$ 58,932.00	\$ 353,592.00	365	\$55,553.00	FY23		-2.8%	9.2%	\$ 29,736.00			
117C	TRUCK 1/2 T CREW CAB 4X4 PICKUP 6'5"	E85/UNL	H	1	\$ 62,114.54	\$62,114.54	240	\$ 54,279.00	\$ 54,279.00	364	\$ 59,382.00	\$ 59,382.00	365	\$56,653.00	FY23		-4.2%	9.4%	\$ 5,103.00			
117C	TRUCK 1/2 T CREW CAB 4X4 PICKUP 6'5"	E85/UNL	C	3	\$ 68,084.22	\$204,252.66	240	\$ 60,279.00	\$ 180,837.00	364	\$ 65,197.00	\$ 195,591.00	365	\$62,652.00	FY23		-3.8%	8.2%	\$ 14,754.00			
<b>Category 3 Ford 1-Ton Vans</b>																						
130	VAN 1 T CARGO MID HEIGHT	E85/UNL	A	6	\$ -	\$0.00	n/a	\$ 68,175.00	\$ 409,050.00	364	\$ 67,327.00	\$ 403,962.00	365	\$60,467.00	FY23		11.3%	1.3%	\$ 5,088.00			
130	VAN 1 T CARGO MID HEIGHT	E85/UNL	I	1	\$ -	\$0.00	n/a	\$ 72,678.00	\$ 72,678.00	364	\$ 78,204.00	\$ 78,204.00	365		NEW OPTION			7.6%	\$ 5,526.00			
130	VAN 1 T CARGO MID HEIGHT	E85/UNL	G	4	\$ -	\$0.00	n/a	\$ 72,678.00	\$ 290,712.00	364	\$ 70,789.00	\$ 283,156.00	365	\$65,354.00	FY23		8.3%	2.7%	\$ 7,556.00			
130	VAN 1 T CARGO MID HEIGHT	E85/UNL	E	3	\$ -	\$0.00	n/a	\$ 69,450.00	\$ 208,350.00	364	\$ 71,830.00	\$ 215,490.00	365	\$45,998.00	FY21		51.0%	3.4%	\$ 7,140.00			
<b>Category 4 Ford Lightning</b>																						
117CE	TRUCK 1/2 T CREW CAB 4X4 PICKUP 6'4" PLUG IN ELECTRIC	Electric	Standard	3	\$ -	\$0.00	n/a	\$ 55,192.00	\$ 165,576.00	364		\$ -		\$61,856.00	FY22		-10.8%					
<b># of vehicles and Award Amount per vendor</b>					41	3	\$149,502.99		28	\$ 1,434,959.00		10	\$ 687,118.00						Average delta	4.6%	\$ 96,092.95	
<b>Total Award Amount</b>							\$2,271,579.99														% Increase for vehicles bought in FY23	2.4%

DESCRIPTION	CLASS CODE	CAB CONFIGURATION	DRIVE TYPE	FUEL TYPE	STANDARD	A	B	C	D	E	F	G	O	TOTAL
TRUCK 1 T CREW CAB SRW 4X4 PICKUP	119+	CREW	4WD	DIESEL	1				1					2
TRUCK 1 T SRW PICKUP 8'	119+	STANDARD	2WD	UNL				1						1
TRUCK 1 T CREW CAB SRW 4X4 UTILITY 8'	122+ Steel	CREW	4WD	DIESEL								4		4
TRUCK 1 T EXT CAB SRW 4X4 UTILITY 8'	122+ Composite	EXTENDED	4WD	UNL		1					1			2
TRUCK 1 T EXT CAB SRW 4X4 UTILITY VAN BODY 8'	122+ Van Body	EXTENDED	4WD	DIESEL	1									1
TRUCK 1 T SRW UTILITY 8'	122 Composite	STANDARD	2WD	UNL				5						5
TRUCK 1 T EXT CAB SRW UTILITY 8'	122 Composite	EXTENDED	2WD	UNL						1				1
TRUCK 1 T EXT CAB 4X4 BOX BODY 12'	123 Box	EXTENDED	4WD	DIESEL	1									1
TRUCK 1 T STAKE/LIFTGATE 16'	136	STANDARD	2WD	DIESEL	2									2
TRUCK 1 T UTILITY 9'	123	STANDARD	2WD	DIESEL	3									3
TRUCK 1 T UTILITY 11'	123	STANDARD	2WD	DIESEL			8	2						10
TRUCK 1 T EXT CAB UTILITY 11'	123	EXTENDED	2WD	DIESEL			4							4
TRUCK 1 T EXT CAB UTILITY 11'	123	EXTENDED	2WD	DIESEL							1		4	5
Total					8	1	12	8	1	1	2	4	4	41

IFB 1411449246 River's Edge Streetlight Material Bid Analysis						Supreme Lighting Design, LLC			GRESKO SUPPLY, INC.			ELECTRIC SUPPLY, INC.			Choctaw-Kaul Distribution			Comparison			
Vendor Name:	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	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	Item ID	Unit Price	Delta %
							\$2,585.72	\$356,829.36	122 Days	\$ 2,158.88	\$ 297,879.90	112 days	\$ 2,249.00	\$ 310,362.00	112 days	\$ 2,307.92	\$ 318,492.96	126	STLLE008	\$ 786.00	175%
	STLDE007	DOUBLE ARM FOR URBAN ARCHITECTURAL STREETLIGHT POLE. ALUMINUM USED FOR MOUNTING TWO FIXTURES. BLACK FINISH WITH HEX BOLTS	Spring City Electrical Mfg. Co. AARRVR-2S-22-TN4.00-4.00-HW-CU	Spring City Electrical Mfg. Co. AARRVR-2S-22-TN4.00-4.00-HW-CU	Each	40	\$1,433.92	\$57,356.80	150 Days	\$ 1,197.03	\$ 47,881.20	140 days	\$ 1,247.00	\$ 49,880.00	140 days	\$ 1,279.86	\$ 51,194.40	154	STLDE004	\$ 977.75	22%
	POLAL013	POLE, ALUMINUM 14', URBAN ARCHITECTURAL STYLE. 5" SHAFT, 18" BASE PROVIDED WITH 10"-11.5" BOLT CIRCLE SLOTTED FOR 1" BOLTS. BLACK FINISH WITH COVERED 120V GFCI RECEPTACLE PROVISION	Spring City Electrical Mfg. Co. APSCTR-M1-18-14.00-S5.0-TN4.00-4.00-RP-TPS-CU	Spring City Electrical Mfg. Co. APSCTR-M1-18-14.00-S5.0-TN4.00-4.00-RP-TPS-CU	Each	98	\$4,007.31	\$392,716.38	150 Days	\$ 3,345.28	\$ 327,837.44	140 days	\$ 3,486.00	\$ 341,628.00	140 days	\$ 3,576.78	\$ 350,524.44	182	POLAL005	\$ 2,015.00	66%
	STLDE008	UPPER BANNER ARM ASSEMBLY, 21", CLAMP MOUNT, FOR URBAN ARCHITECTURAL STREETLIGHT POLE. NON-BREAKAWAY. BLACK FINISH. SET OF TWO BANNER ARMS WITH BALL ENDS	Spring City Electrical Mfg. Co. ABNSXT-2S-0.75-21-F02-CU	Spring City Electrical Mfg. Co. ABNSXT-2S-0.75-21-25-F02-CU	Each	98	\$367.04	\$35,969.92	150 Days	\$ 306.40	\$ 30,027.20	140 days	\$ 319.00	\$ 31,262.00	140 days	\$ 327.61	\$ 32,105.76	210	STLDE001.002.8003	\$ 194.76	57%
	STLDE009	LOWER BANNER ARM ASSEMBLY, 18", CLAMP MOUNT, FOR URBAN ARCHITECTURAL STREETLIGHT POLE. BREAKAWAY W/ SAFETY TETHER. BLACK FINISH. SET OF TWO BANNER ARMS WITH BALL ENDS	Spring City Electrical Mfg. Co. ABNSXT-2S-0.75-18.00-F02-BA-CU	Spring City Electrical Mfg. Co. ABNSXT-2S-0.75-18.00-F02-BA-CU	Each	98	\$504.00	\$49,392.00	150 Days	\$ 420.74	\$ 41,232.52	140 days	\$ 438.00	\$ 42,924.00	140 days	\$ 449.85	\$ 44,085.30	238	STLDE001.002.8003	\$ 194.76	116%
	STLDE010	REPLACEMENT BREAKAWAY COUPLING WITH INTEGRATED LOWER BANNER ARM. USED WITH URBAN ARCHITECTURAL STREETLIGHT POLE (BALL FINIAL NOT INCLUDED)	Spring City Electrical Mfg. Co. ALPI0.75-40-18.00-TOE-BA-CU	Spring City Electrical Mfg. Co. ALPI0.75-40-18.00-TOE-BA-CU	Each	20	\$178.04	\$3,560.80	150 Days	\$ 148.63	\$ 2,972.60	140 days	\$ 155.00	\$ 3,100.00	140 days	\$ 158.91	\$ 3,178.20	266	STLDE002	\$ 75.26	97%
	STLDE011	GFCI 120VAC OUTLET COVER, BLACK, USED WITH URBAN ARCHITECTURAL STREETLIGHT POLE	Spring City Electrical Mfg. Co. ES-RCV-MX4280-B	Spring City Electrical Mfg. Co. ES-RCV-MX4280-B	Each	98	\$175.29	\$17,178.42	150 Days	\$ 146.33	\$ 14,340.34	140 days	\$ 153.00	\$ 14,994.00	140 days	\$ 156.46	\$ 15,333.08	294			
	STLDE012	GFCI 120VAC OUTLET, USED WITH URBAN ARCHITECTURAL STREETLIGHT POLE	Spring City Electrical Mfg. Co. GFCI120V	Spring City Electrical Mfg. Co. GFCI120V	Each	98	\$68.47	\$6,710.06	126-140 Days	\$ 57.16	\$ 5,601.68	140 days	\$ 60.00	\$ 5,880.00	140 days	\$ 61.12	\$ 5,989.76	322			
											\$ 7,576.63					Total			\$ 4,243.00	79%	

Difference between lowest bid and next lowest bid (%): 4.20%  
 Difference between lowest bid and next lowest bid (\$): \$ 32,257.12

<u>Item</u>	<u>Item ID</u>	<u>Item Description</u>	<u>Manufacturer</u>	<u>P/N</u>	<u>Initial Order</u> <sup>2</sup>	<u>Manufacturer and part Number</u>
1. Luminaire	STLLE022	LUMINAIRE, 70W LED, URBAN ARCHITECTURAL, 120VAC, PE RECEPTACLE - 7 PIN. *USE PHOTOCONTROL STLPC010*	Lumec	[MPTC-033]-70W64LED3K-G3-LE3W-120-DMG-PH8-RCD7-SP2-BKTX	138	Lumec [MPTC-033]-70W64LED3K-G3-LE3W-120-DMG-PH8-RCD7-SP2-BKTX
2. Crossarm	STLDE007	DOUBLE ARM FOR URBAN ARCHITECTURAL STREETLIGHT POLE, ALUMINUM, USED FOR MOUNTING TWO FIXTURES, BLACK FINISH WITH HEX BOLTS	Spring City Electrical Mfg. Co.	AARRVR-2S-22-TN4.00-4.00-HW-CU	40	Spring City Electrical Mfg. Co. AARRVR-2S-22-TN4.00-4.00-HW-CU
3. Pole	POLAL013	POLE, ALUMINUM 14', URBAN ARCHITECTURAL STYLE, 5" SHAFT, 18" BASE PROVIDED WITH 10"-11.5" BOLT CIRCLE SLOTTED FOR 1" BOLTS, BLACK FINISH WITH COVERED 120V GFCI RECEPTICLE PROVISION	Spring City Electrical Mfg. Co.	APSCTR-M1-18-14.00-S5.0-TN4.00-4.00-RP-TPS-CU	98	Spring City Electrical Mfg. Co. APSCTR-M1-18-14.00-S5.0-TN4.00-4.00-RP-TPS-CU
4. Upper Banner Arm Assembly	STLDE008	UPPER BANNER ARM ASSEMBLY, 21", CLAMP MOUNT, FOR URBAN ARCHITECTURAL STREETLIGHT POLE, NON-BREAKAWAY, BLACK FINISH, SET OF TWO BANNER ARMS WITH BALL ENDS	Spring City Electrical Mfg. Co.	ABN5XT-2S-0.75-21.25-F02-CU	98	Spring City Electrical Mfg. Co. ABN5XT-2S-0.75-21.25-F02-CU
5. Lower Banner Arm Assembly	STLDE009	LOWER BANNER ARM ASSEMBLY, 18", CLAMP MOUNT, FOR URBAN ARCHITECTURAL STREETLIGHT POLE, BREAKAWAY W/ SAFETY TETHER, BLACK FINISH, SET OF TWO BANNER ARMS WITH BALL ENDS	Spring City Electrical Mfg. Co.	ABN5XT-2S-0.75-18.00-F02-BA-CU	98	Spring City Electrical Mfg. Co. ABN5XT-2S-0.75-18.00-F02-BA-CU
6. Breakaway coupling	STLDE010	REPLACEMENT BREAKAWAY COUPLING WITH INTEGRATED LOWER BANNER ARM, USED WITH URBAN ARCHITECTURAL STREETLIGHT POLE (BALL FINIAL NOT INCLUDED)	Spring City Electrical Mfg. Co.	ALPI-0.75-40-18.00-TOE-BA-CU	20	Spring City Electrical Mfg. Co. ALPI-0.75-40-18.00-TOE-BA-CU
7. GFCI Weather Proof Cover	STLDE011	GFCI 120VAC OUTLET COVER, BLACK, USED WITH URBAN ARCHITECTURAL STREETLIGHT POLE	Spring City Electrical Mfg. Co.	ES-RCV-MX4280-B	98	Spring City Electrical Mfg. Co. ES-RCV-MX4280-B
8. GFCI Outlet	STLDE012	GFCI, 120VAC OUTLET, USED WITH URBAN ARCHITECTURAL STREETLIGHT POLE	Spring City Electrical Mfg. Co.	GFCI120V	98	Spring City Electrical Mfg. Co. GFCI120V



## Formal Bid and Award System

Award #5 December 8, 2022

**Type of Award Request:** RENEWAL  
**Requestor Name:** Sencer, Justin – Mgr W/WW Reuse Delivery & Collection Engineering  
**Requestor Phone:** (904) 665-6826  
**Project Title:** General Engineering Services for Pipeline Projects and Studies Less than 16” Pipe Diameter and Manhole Inspections (JSEB Sheltered)  
**Project Number:** 175-W; 175-S; 177-01; and 30606/2002  
**Project Location:** JEA  
**Funds:** Capital and O&M  
**Business Unit Estimate:** N/A

**Scope of Work:**

Professional design and engineering services for water, sewer and reclaimed water projects with a pipe diameter of less than sixteen (16) inches and manhole inspection services. The work is generally described as performing engineering and design services as requested from time to time by JEA for water, sewer and reclaimed water projects for which the estimated construction cost, or the professional service fees for an individual study, do not exceed the amounts set forth in Florida Statutes Section 287.055, known as the Consultants’ Competitive Negotiation Act (CCNA), as amended.

**JEA IFB/RFP/State/City/GSA#:** 054-19  
**Purchasing Agent:** Rix, Lynn W.  
**Is this a ratification?:** NO

**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Address	Original Award	Previous Increases	This Increase	New NTE
ALMOND ENGINEERING, P.A.	Hillary Almond	3609 Hendricks Ave, Jacksonville, FL 32207	\$1,959,048.89	\$195,904.89	\$900,000.00	\$3,054,953.78
FOUR WATERS ENGINEERING, INC.	Angela Bryan	3773 Luth Dr. E., Jacksonville Beach, FL 32250	\$1,959,048.89	\$195,904.89	\$900,000.00	\$3,054,953.78
CONSTRUCTION AND ENGINEERING SERVICES CONSULTANTS, INC. (C&ES)	Steven J. Davis	9432 Baymeadows Rd Ste 100, Jacksonville, FL 32256	\$1,959,048.89	\$0.00	\$900,000.00	\$2,859,048.89

**Amount of Original Award:** \$5,877,146.67  
**Date of Original Award:** 02/06/2020  
**Renewal Amount:** \$2,700,000.00

## Award #6 Supporting Documents

### List of Previous Change Order/Amendments:

CPA #	Company	Amount	Date	Reason
187880	ALMOND ENGINEERING, P.A.	\$195,904.89	10/27/22	10% Admin Increase
187883	FOUR WATERS ENGINEERING, INC.	\$195,904.89	10/27/22	10% Admin Increase
187887	CONSTRUCTION AND ENGINEERING SERVICES CONSULTANTS, INC. (C&ES)	\$0.00		

**New Not-To-Exceed Amount:** \$8,968,956.45  
**Length of Contract/PO Term:** Three (3) Years with w/Two (2) - One (1) Yr. Renewals  
**Begin Date:** 04/03/2020 (Almond), 04/14/2020 (Four Waters), 04/08/2020 (CE&S)  
**End Date:** 04/02/2024 (Almond), 04/13/2024 (Four Waters), 04/07/2024 (CE&S)  
**Renewal Options:** One (1) Remaining  
**JSEB Requirement:** All three firms are JSEB certified

### Background/Recommendations:

Competitively bid and awarded on 02/06/2020 to three firms. The original award is attached for reference.

During the first three years of the contract the consultants were issued a combined \$2.9M of manhole inspection and \$1.7M of design task orders. The design work included water main, wastewater main, and force main replacements and expansions. These projects have been installed by both JEA construction crews and outside contractors. Almond Engineering and Four Waters Engineering had the capacity to quickly complete manhole inspections, therefore administrative increases to add \$195,904.89 to both these firms were completed on 10/27/2022. These increases ensured sufficient contract capacity ahead of the contract renewal process.

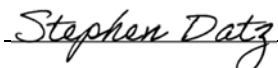
All three firms have performed satisfactorily, therefore, we plan to exercise a one-year renewal option with an additional \$900,000.00 for each of the three consultants. The increase amount is based on historical usage.

Request approval to award a one (1) year contract renewals to Almond Engineering, P.A. (\$900,000.00), Four Waters Engineering, Inc. (\$900,000.00) and Construction and Engineering Services Consultants, Inc.(C&ES) (\$900,000.00) for the General Engineering Services for Pipeline Projects and Studies Less than 16" Pipe Diameter and Manhole Inspections (JSEB Sheltered) in the amount of \$2,700,000.00, for a new not-to-exceed amount of \$8,968,956.45, subject to the availability of lawfully appropriated funds.

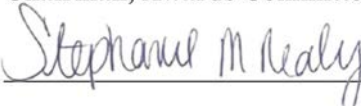
**Director:** Scheel, Jackie B. - Dir W/WW Reuse Delivery & Collection

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

### APPROVALS:

  
\_\_\_\_\_ 12/08/2022

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

  
\_\_\_\_\_ 12/08/2022

**Budget Representative** **Date**





## Formal Bid and Award System

Award #4 February 06, 2020

**Type of Award Request:** PROPOSAL (RFP)  
**Request #:** 6497  
**Requestor Name:** DiMeo, Elizabeth A. - Mgr Project Management  
**Requestor Phone:** (904) 665-8139  
**Project Title:** General Engineering Services for Pipeline Projects and Studies Less than 16" Pipe Diameter and Manhole Inspections (JSEB Sheltered)  
**Project Number:** Various  
**Project Location:** JEA  
**Funds:** Capital  
**Budget Estimate:** \$5,877,146.67

### Scope of Work:

JEA is soliciting qualifications for professional design and engineering services for water, sewer and reclaimed water projects with a pipe diameter of less than sixteen (16) inches and manhole inspection services. The work is generally described as performing engineering and design services as requested from time to time by JEA for water, sewer and reclaimed water projects for which the estimated construction cost of each individual project does not exceed \$2,000,000 or the professional service fees for an individual study do not exceed \$200,000 as set forth in Florida Statutes Section 287.055, known as the Consultants' Competitive Negotiation Act (CCNA).

**JEA IFB/RFP/State/City/GSA#:** 054-19  
**Purchasing Agent:** Kruck, Daniel R.  
**Is this a Ratification?:** NO

### RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
ALMOND ENGINEERING	Hillary Almond	halmond@almondengineering.com	3609 Hendricks Ave, Jacksonville FL 32207	(904) 306-0162	\$1,959,048.89
FOUR WATERS ENGINEERING	Angela Bryan	abryan@4weng.com	3773 Luth Drive East, Jacksonville Beach, FL 32250	(904) 414-2400	\$1,959,048.89
CONSTRUCTION AND ENGINEERING SERVICES CONSULTANTS INC (C&ES)	Steven J. Davis	sdavis@candeconsults.com	9432 Baymeadows Rd Ste 100, Jacksonville, FL 32256	(904) 652-1186	\$1,959,048.89

**Amount for entire term of Contract/PO:** \$5,877,146.67  
**Award Amount for remainder of this FY:** \$1,079,770.00  
**Length of Contract/PO Term:** Three (3) yrs. w/Two (2) One Yr. renewals  
**Begin Date (mm/dd/yyyy):** 02/14/2020  
**End Date (mm/dd/yyyy):** 02/13/2023

## Award #6 Supporting Documents

### JSEB Requirement:

Sheltered for JSEB Companies

### Comments on JSEB Requirements:

All three companies are JSEB certified

### PROPOSERS:

Name	Amount	Rank
ALMOND ENGINEERING	\$1,959,048.89	1
FOUR WATERS ENGINEERING	\$1,959,048.89	2
CONSTRUCTION AND ENGINEERING SERVICES CONSULTANTS INC (C&ES)	\$1,959,048.89	3
J. COLLINS ENGINEERING AND ASSOCIATES	N/A	4

### Background/Recommendations:

Advertised on 03/22/2019. Six (6) prime companies attended the mandatory pre-proposal meeting held on 04/11/2019. At proposal opening on 05/11/2019, JEA received four (4) proposals. The public evaluation meeting was held on 06/13/2019 and JEA deemed Almond Engineering, Four Waters Engineering and C&ES most qualified to perform the work. After the results were announced, JEA received a timely protest from J. Collins Engineering and Associates. The protest was resolved on 10/03/2019 after a Procurement Appeals Board (PAB) hearing. A copy of the evaluation matrix and negotiated fees and PAB decision letter are attached as backup.

Negotiations with Almond Engineering, Four Waters Engineering and C&ES were successfully completed. This contract includes a general engineering services contract for pipelines with a diameter less than 16 inches and manhole inspections. Work for each type of work will be completed using the negotiated rate structure. For manhole inspections, the service territory will be split between the three companies to perform inspections of JEA manholes to identify those in need of repair or replacement. The award amount is the budgeted amount for these services.

The budgeted spend is below:

- FY20: \$1,079,770.00
  - General Engineering: \$329,770.00
  - Manhole Inspections: \$750,000.00
- FY21: \$2,136,659.00
  - General Engineering: \$536,659.00
  - Manhole Inspections: \$1,600,000.00
- FY22: \$1,775,000.00
  - General Engineering: \$175,000.00
  - Manhole Inspections: \$1,600,000.00
- FY23: \$885,717.67
  - General Engineering: \$219,051.00
  - Manhole Inspections: \$666,666.67 (partial year award)

054-19 – Request approval to award contracts to Almond Engineering, Four Waters Engineering and Construction and Engineering Services Consultants Inc (C&ES), for general engineering services for pipeline projects and studies less than 16” pipe diameter and manhole inspections in the amount of \$5,877,146.67, subject to the availability of lawfully appropriated funds.

**Award #6 Supporting Documents**

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

**VP:** Calhoun, Deryle I. - VP/GM Water Wastewater Systems

**APPROVALS:**

 \_\_\_\_\_ 2/6/2020

**Chairman, Awards Committee**

**Date**

 \_\_\_\_\_ 2/6/2020

**Manager, Capital Budget Planning**

**Date**