

Welcome to the

JEA Awards Meeting

February 15, 2024, 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, 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 **Sarah Millsap** by telephone at **(904) 776-4311** or by email at **millse@jea.com** if you experience any technical difficulties during the meeting.

JEA Awards Agenda
February 15, 2024
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 (Projected) Start Date - End Date | JSEB Participation (Y/N) If Y, then list company name(s) (% , \$ - awarded) |
|---------|--------------------|---|----------|--------------------------------------|----------------|----------------|-----------------------|-------------------|--|---|---|
| 1 | Minutes | Minutes from 02/08/2024 Meeting | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| 2 | Invitation For Bid | 1411536246 - JEA McMillan St Pump Station - 42-in Force Main Rehabilitation | Melendez | Ferreira Construction Co, Inc. | Capital | \$7,843,769.81 | N/A | \$7,843,769.81 | N/A | Start Date: 02/22/2024 End Date: 08/30/2025 | RZ Services Group (Labor & Materials) - \$296,582.83 Smith Surveying (Surveying) - \$27,724.05 |
| 3 | Contract Increase | 1410827846 – Licensing, Implementation, and Support of a Website Content Experience Management Solution. | Stultz | Optimizely, Inc. | Capital | \$102,425.00 | \$854,775.00 | \$957,200.00 | N/A | Three (3) Years w/ Two – 1 Yr. Renewals Begin Date: 02/15/2023 End Date: 02/14/2026 | N |
| 4 | Emergency | 123-18 Grit, Waste & Sludge Disposal Management Services for the Buckman Water Reclamation Facility (WRF) | Vu | Biosolids Distribution Services, LLC | O&M | \$404,976.64 | \$2,540,000.00 | \$6,664,109.06 | 06/07/2021 - \$1,215,573.00 11/17/2022 - \$361,109.37 02/06/2023 - \$411,668.23 05/04/2023 - \$1,161,769.78 10/25/2023 - \$250,000.00 11/30/2023 - \$319,012.04 | Start Date: 10/25/2018 End Date: 04/30/2024 | N |
| 5 | IFB | NGS N34 Electrical Equipment Upgrade | Melendez | Powerserve Technologies, Inc. | Capital | \$161,000.00 | N/A | \$161,000.00 | N/A | Project Completion Start Date: 02/20/2024 End Date: 05/15/2024 | N/A |

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|---------|--|--|----------|---|----------------|--|--|---|---|--|--|
| 6 | Contract Increase | 001-20 Construction Management-at-Risk (CMAR) Services for the Nassau Water Reclamation Facility (WRF) Upgrade Projects | Melendez | The Haskell Company | Capital | \$2,342,851.00 | \$420,020.00 | \$114,156,327.00 | | | |
| | Deferred | | | | | | | | 06/23/2022 - \$19,899,397.00 10/06/2022 - \$85,235,958.00 02/16/2023 - \$6,258,101.00 | Start Date: 01/05/2021 End Date: 02/05/2025 | N |
| 7 | Contract Increase | 1410399647 - Construction Services for Underground Water, Wastewater, and Reuse Grid Repair and Installation Services | Vu | Callaway Contracting, Inc. J. B. Coxwell Contracting, Inc. T B Landmark Construction Inc Petticoat-Schmitt Civil Contractors, Inc. | Capital | \$2,500,000.00 \$2,000,000.00 \$2,000,000.00 \$1,600,000.00 | \$2,500,000.00 \$2,000,000.00 \$2,000,000.00 \$1,000,000.00 | \$14,500,000.00 \$9,040,000.00 \$6,200,000.00 \$4,800,000.00 | Callaway Contracting, Inc. 09/14/2022 - \$250,000.00 09/22/2022 - \$6,300,000.00 04/13/2023 - \$905,000.00 05/18/2023 - \$2,045,000.00 J. B. Coxwell Contracting, Inc. 04/13/2023 - \$200,000.00 05/18/2023 - \$2,000,000.00 T B Landmark Construction Inc 04/13/2023 - \$200,000.00 05/18/2023 - \$2,000,000.00 07/13/2023 - \$2,200,000.00 12/14/2023 - \$640,000.00 Petticoat-Schmitt Civil Contractors, Inc. 07/11/2022 - \$100,000.00 09/22/2022 - \$1,000,000.00 04/13/2023 - \$210,000.00 05/18/2023 - \$890,000.00 | Three (3) Years w/ Two - 1 Yr. Renewals Start Date: 11/23/2021 End Date 12/14/2024 Two Renewals Remaining | Y Each task order under this contract will be reviewed and given a JSEB requirement prior to it being issued to the contractor. |
| | Last Award Approval: 05/18/2023, 07/13/2023 For additional information contact: David King The Work performed under this Contract for Construction Services for Underground Water, Wastewater, and Reuse Grid Repair and Installation Services, includes: Water Main replacements and/or extensions, Water, Wastewater, and/or Reclaimed Piping repairs, replacements, and/or extensions, manhole installation and repairs, service connections and large meter installations on an as needed basis. This increase funds the current contract through 12/24/2024 with current rates. | | | | | | | | | | |
| 8 | Emergency | 029-21 Consolidated Rivertown WTP Project Package | Melendez | Ferreira Construction Co, Inc. | Capital | \$10,009,406.37 | N/A | \$10,009,406.37 | | | |
| | | For additional information contact: Dan Kruck The scope of work for this contract is to finish the pump building, site work, piping and electrical work required to complete the construction of the Rivertown WTP and associated production wells. The Rivertown WTP is currently operating on a temporary basis to provide water to St. Johns county. This scope of work was originally awarded to Williams Industrial, LLC on 08/21/2021. Williams Industrial notified JEA on 07/20/2023 that it was stopping work on all JEA projects. Williams Industrial subsequently declared bankruptcy. JEA terminated the Williams Industrial contract and contacted the contract surety. Per the bond terms, the surety bid out the remaining portion of the work and Ferreira Construction Co, Inc. was the sole bidder. The surety has paid JEA \$3,978,686.78 per the terms of the bond which represents the difference between the remaining contract balance with Williams, and the bid from Ferreira Construction. JEA reviewed the project with Ferreria Construction and deemed the bid reasonable compared to other projects. | | | | | | | N/A | Start: 02/22/2024 End: 01/15/2025 | N/A |
| 9 | RFP | 1411549046 - Independent Evaluator for JEA's Market Test | Melendez | Merrimack Energy | O&M | \$147,495.00 | N/A | \$147,495.00 | | | |
| | | Advertised: 12/29/2024 Proposals Opened:01/23/2024 Public Evaluation Meeting: 02/02/2024 Three (3) Proposals Received For Additional Information: Kenny Pearson The purpose of this Solicitation is to evaluate and select a vendor (Independent Evaluator) to provide assistance to JEA in evaluating responses to a Market Test Request for Proposal (RFP) for power supply that is comparable to a self-build 1x1 combined-cycle combustion turbine (CCCT), and to determine the best method for JEA to procure the Work with regards to pricing, quality, design, and workmanship. This bid was conducted and is being awarded in accordance with Florida statute 287.055 Consultants' Competitive Negotiation Act (CCNA), as such JEA selected the vendor based on evaluation criteria only. JEA has reviewed the rates and when compared to the original estimate and other consulting projects, the proposal was deemed reasonable and justifiable. | | | | | | | N/A | Project Completion Start Date: 02/20/2024 End Date: 09/30/2025 | N/A |

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|---------|---------------|--|----|---------|----------------|--------------|-----------------------|-------------------|------------|--|---|

Consent Agenda Action

| | | |
|---------------------------------|--|--|
| Committee Members in Attendance | Names | Ted Phillips, David Emanuel , Janie Smalley |
| Motion by: | David Emanuel | |
| Second By: | Janie Smalley | |
| Committee Decision | Approved Awards 1-5 and 7-9. Award Item 6 is being deferred | |

Consent and Regular Agenda Signatures

| | | |
|-----------------|------------|---|
| Budget | Name/Title | <u>Stephanie Nealy</u> |
| Awards Chairman | Name/Title | <u>Theodore B Phillips</u> CFO |
| Procurement | Name/Title | <u>Lisa Pleasants</u> (on behalf of Jenny McCollum) |
| Legal | Name/Title | <u>Rebecca Lavis</u> |

JEA Awards Agenda
February 1, 2024
225 North Pearl St., Jacksonville, FL 32202 - Hydrangea Room 1st Floor

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Consent Agenda

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|---------|--|--|----------|--------------------------|-----------------|----------------|-----------------------|-------------------|---|--|--|
| 1 | Minutes | Minutes from 05/11/2023 Meeting | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| 2 | Contract Extension | 1410196646-On-Road Residential Electrification Program and Strategy | Pope | Sagewell, Inc. | O&M | \$300,235.00 | \$298,429.00 | \$1,847,899.00 | 08/12/2021-\$23,386.00 03/17/2022-\$455,175.00 05/18/2023-\$770,674.00 | One (1) Year w/Two (2)-One (1) Yr. Renewals Begin: 05/01/2021 End: 09/30/2024 No renewals remaining | N |
| | <p>For additional information contact: Angel Iosua</p> <p>This request is for \$300,235.00 in additional funds for a five (5) month extension from 05/01/2024 to 09/30/2024 to the existing contract with Sagewell, Inc. to maintain JEA's on-road residential electrification program and strategy for JEA's electrification efforts with the primary purpose of increasing JEA's net revenue. This extension shall maintain the scope changes previously approved by the Awards Committee. The general administrative fees (monthly program fee) for this extension shall include a four (4%) percent increase from current monthly program fees.</p> <p>The total amount shown is based on a five (5) month participation forecast. JEA's costs for IT support shall remain constant for this extension. JEA is in process of preparing a new bid for these services and anticipates beginning a new contract and the end of this extension. A five (5) month extension is being done to align with JEA's new fiscal year for the new contract.</p> | | | | | | | | | | |
| 3 | Change Order | Post Implementation Professional Service Support For ON-Premise Oracle E-Business Suite Migration To Oracle Cloud Infrastructure | Selders | Accenture, LLP | O&M and Capital | \$472,192.00 | \$1,600,000.00 | \$2,072,192.00 | N/A | One (1) Year with No Renewals Start: 07/26/2023 End: 07/25/2024 | N |
| | <p>For additional information contact: Angel Iosua</p> <p>This award piggybacks off of the public NASPO contract No. 43230000-NASPO-16-ACS For Cloud Solutions dated June 21, 2019, competitively procured Cloud Solutions and executed Contract No. AR3086, Cloud Solutions ("Master Contract").</p> <p>This change order request is for \$472,192.00 of additional professional and architectural support services through 07/25/2024 for Oracle Integration Cloud Support and Oracle Service Bus. The rates in the SOW for professional and architectural support services will remain the same. JEA needs the additional Accenture resources because they have direct knowledge of JEA's new Cloud Infrastructure having led the implementation. Without Accenture's continued engagement support the ability of JEA's resources to effectively maintain/support this infrastructure is limited which would put JEA at risk. The request allows JEA's resources to take advantage of Accenture's knowledge and experience in a production environment.</p> | | | | | | | | | | |
| 4 | Invitation For Bid (IFB) | 1411528246 Installation of West Jax T1 Autotransformer | Melendez | C and C Power Line, Inc. | O&M | \$384,082.60 | N/A | \$384,082.60 | N/A | Project Completion Start Date: 01/20/2024 End Date: 01/31/025 | N |
| | <p>Advised 12/05/2023 Mandatory Pre-Bid Meeting 12/11/2023 Responses Opened 01/09/2024 Four (4) Responses Received For additional information contact: Kenny Pearson</p> <p>This IFB is for the Installation of the West Jax T1 Autotransformer. This work includes demolishing an existing concrete transformer pad and installing a new pad, oil containment, conduit, cables, AC panel, AC breakers, bus-work, jumpers, and terminations for acceptance of the new T1 Autotransformer at West Jax Substation.</p> <p>The bid is 21% higher than the business unit estimate. However, given that the next lowest bid is 36% higher than the business unit estimate, the C and C Powerline bid of \$384,082.60 is deemed reasonable.</p> | | | | | | | | | | |
| 5 | Contract Increase | 001-20 Construction Management-at-Risk (CMAR) Services for the Nassau Water Reclamation Facility (WRF) Upgrade Projects | Melendez | The Haskell Company | Capital | \$4,546,608.00 | \$420,020.00 | \$116,360,084.00 | 06/23/2022 - \$19,899,397.00 10/06/2022 - \$85,235,958.00 02/16/2023 - \$6,258,101.00 | Start Date: 01/05/2021 End Date: 02/05/2025 | N |
| | Deferred | | | | | | | | | | |

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|---|-------------------------------|--|----------|---|-----------------|----------------|-----------------------|-------------------|---|---|--|
| 6 | Invitation to Negotiate (ITN) | 1411290046 - Management Consulting | Selders | Black & Veatch Management Consulting, LLC | O&M | \$31,600.00 | \$300,000.00 | \$331,600.00 | 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 |
| <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>An agreement was executed informally with Black & Veatch in the not-to-exceed amount of \$300,000.00. One Task to Black & Veatch has been awarded for a Cybersecurity and Compliance Governance and Capability Assessment in the amount of \$170,000.00, which left \$130,000.00 in available funds.</p> <p>This task to Black & Veatch in the amount of \$161,600.00 is focused on analyzing and improving our current Procurement, Inventory and Demand Planning processes.</p> <p>Specifically, JEA Seeks to Analyze, Improve and Compare/Suggest Industry best practices in the following Areas:</p> <ul style="list-style-type: none"> • Demand Planning Issues • Long Lead Time related Issues on Critical Items • Separating Capital Inventory from O&M Inventory • Analyze current processes in these areas, suggest improvements, Business Process Changes. • Compare with Industry peers who have similar challenges in these areas, Suggest Process/Technology Changes <p>The proposal pricing has been deemed reasonable and the estimated project completion timeline is three months. The Response Form and Proposal have been attached for reference.</p> | | | | | | | | | | | |
| 7 | Joint Project | COJ-Collins Rd-Blanding Blvd to Pineverde | Melendez | OSIRIS 9 Consulting | Capital | \$342,640.00 | N/A | \$342,640.00 | N/A | Start Date: February 2024 End Date: April 2025 (Est. Project Completion) | N |
| <p>For additional information contact: David King</p> <p>The City of Jacksonville (COJ) has a programmed roadway widening improvement on Collins Road from Blanding Blvd to Pineverde Ln. In an effort to reduce JEA construction costs and limit adverse impacts to JEA's rate payers and the public, JEA will construct its needed improvements concurrently with the COJ road construction, to ensure roadway restoration costs by JEA are minimal.</p> <p>COJ issued RFP P-45-19 for Professional Engineering Services for Collins Road Reconstruction from Blanding Blvd to Pineverde Lane. COJ evaluated the submitted responses and selected Osiris 9 Consulting, LLC as the most qualified to perform the work. COJ entered into a contract with Osiris 9 Consulting on 04/20/2023.</p> <p>The scope of work for JEA's portion of the project includes the relocation of the existing sewer force main with a directional drill component (approx. 435 LF) at the Collins Road Bridge. In addition, the existing AC watermain has reached the end of its service life and will be upgraded/replaced with new PVC pipe (open cut - approx. 5,350 LF of PVC) which will also include a directional drill component at the Collins Road Bridge (approx. 435 LF).</p> <p>The fee for this work utilizes the hourly rates negotiated by COJ. The fee is approximately 14% below JEA's estimate and deemed reasonable.</p> | | | | | | | | | | | |
| 8 | CONTRACT RENEWAL | 1410470046 - Supplemental Vegetation Management Services | Erixton | The Davey Tree Expert Company | O&M and Capital | \$1,977,000.00 | \$1,292,078.35 | \$5,594,210.05 | 08/02/2022 - \$129,207.00 10/06/2022 - \$872,466.70 04/06/2023 - \$1,323,458.00 | One (1) Yr. w/ Two (2) - One (1) Yr. Renewals Start: 02/01/2022 End: 01/31/2025 No Renewals Remaining | N |
| <p>Last Awarded: 04/06/2023 For additional information: Kenny Pearson</p> <p>The purpose of this renewal is to continue contract support of the vegetation management services contractor to provide services described herein ("Work").</p> <p>JEA's general plan is to employ three to five crews on a forty hour a week/time and equipment rates (T&E) basis to provide coverage for additional supplemental vegetation management services over the three (3) year contract term, and if needed provide emergency storm support services. This includes, but is not limited to, urban, suburban, and rural environments, work within the travel way of single and multi-lane roadways, wooded rights-of-way, plants (power, water, wastewater), electric substations, lift stations, well sites, timberland, and near commercial/industrial facilities. No minimum quantities are guaranteed.</p> <p>There is an annual CPI increase associated with each renewal at the anniversary, the CPI increase for this work will be a 3.14% increase.</p> | | | | | | | | | | | |

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|---------|--|---|----------|--|-------------------|----------------|-----------------------|-------------------|------------|--|--|
| 9 | Emergency/ Ratification | Single Phase Pad-mounted Transformers | McElroy | International Electric Co, Ltd | Inventory Blanket | \$6,107,290.00 | NA | \$6,107,290.00 | NA | One Time Purchase, already received. | N |
| | <p>For additional information: Eddie Bayouth</p> <p>The purpose of this ratification is to formalize the award committee approval for the emergency purchase of one hundred ninety (190) 50 kVA and three hundred (300) 75 kVA single phase pad-mounted transformers from International Electric Co, Ltd (IEC) in Korea. These transformers were ordered in January and February of 2023 and were received in December of 2023. The IEC transformers had a considerably shorter lead time than our current domestic manufacturers and were ordered as part the overall single phase pad mounted transformer strategy to mitigate the risk of running out of the 50 kVA and 75 kVA single phase pad-mounted transformers. The transformers are currently being tested before they are put into operation.</p> | | | | | | | | | | |
| 10 | Emergency/ Ratification | Single Phase Pad-mounted Transformers | McElroy | KBS Electrical Distributors, Inc. | Inventory Blanket | \$876,188.60 | NA | \$876,188.60 | NA | Project Completion Start Date: 06/09/2023 Start Date: 03/18/2024 | N |
| | <p>For additional information: Eddie Bayouth</p> <p>The purpose of this ratification is to formalize the award committee approval for the emergency purchase of eighty (80) 25 kVA, sixty (60) 50 kVA and sixty (60) 75 kVA single phase pole-mounted transformers from Romagnolo in Brazil, through their US distributor, KBS Electrical Distributors, Inc. These transformers were ordered in June of 2023 and have an expected delivery date of 03/18/2024. The Romagnolo transformers had a considerably shorter lead time than our current domestic manufacturers and were ordered as part the overall single phase pole-mounted transformer strategy to mitigate the risk of running out of the 25 kVA, 50 kVA and 75 kVA single phase pole-mounted transformers.</p> | | | | | | | | | | |
| 11 | Single Source | Spot Buy Substation Circuit Breakers GCBAR002 | McElroy | Mitsubishi Electric Power Products, Inc. | Inventory | \$573,425.00 | N/A | \$573,425.00 | N/A | One-time purchase, expected delivery 12/18/2026 | N |
| | <p>For additional information: Eppie Green</p> <p>This award request is for an immediate inventory purchase of five (5) GCBAR002 substation circuit breakers from Mitsubishi. Mitsubishi is the only approved manufacturer of this size breaker based on design and technical facets that only the Mitsubishi products possess. Currently, lead time for the breakers is one hundred and fifty (150) weeks. This short term purchase will ensure JEA's forecasted needs are met while JEA conducts a solicitation to establish a long term contract to adequately supply circuit breakers for planned Transmission OCH Replacement and New Substation Projects. Procurement and the business are currently in the planning stages for this holistic substation circuit breaker formal bid.</p> <p>The price for these units is approximately 7% higher than the last purchase in 2023. However, given that the PPI for similar items over the same period of time is 5.2% the increase is deemed reasonable.</p> | | | | | | | | | | |
| 12 | Request for Proposal (RFP) | 1411404246 Beacon Hills WTP Improvements | Melendez | McKim & Creed | Capital | \$788,851.00 | N/A | \$788,851.00 | N/A | Start Date: February 2024 End Date: February 2025 (Est. Project Completion) | Five Percent (5%) Evaluation Criteria Evanlily Engineering (Electrical Engineering) - 11.66% Smith Surveying Group (Survey) - 5.77% Meskel & Associates Engineering (Geotechnical Engineering Services) - 1.20% |
| | <p>Advised: 05/16/2023 Opened: 10/03/2023 Two (2) Proposals Received Public Evaluation Meeting: 11/08/2023 For additional information contact: Darriel Brown</p> <p>This scope of work is to evaluate and select a Company that can provide professional Engineering Services for the rehabilitation and improvement of the Beacon Hills Water Treatment Plant (WTP). This scope also includes design, permitting, and bid phase services (services during construction will be added at a later stage via contract amendment).</p> <p>This solicitation resulted in submission of two proposals, although JEA sought to improve participation with the extension of the due date and with inquiries to other capable engineering firms. Several firms declined to participate citing other project commitments.</p> <p>The hourly rates are deemed reasonable compared to historical rates for work of this nature. The rates are fixed for the first year and may be increased by CPI annually if requested by the firm.</p> | | | | | | | | | | |
| 13 | Request for Proposal (RFP) | 1411399646 Engineering Services for North Grid THM Mitigation Project | Melendez | Hazen and Sawyer | Capital | \$1,175,771.00 | N/A | \$1,175,771.00 | N/A | Start Date: 02/22/2024 End Date: 08/29/2029 | Four Waters Engineering (Civil) - \$10,450.00 |
| | Deferred | | | | | | | | | | |

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|---------|---------------|--|----|---------|----------------|--------------|-----------------------|-------------------|------------|--|--|

Consent Agenda Action

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|--|--------------|---|
| Committee Members in Attendance | Names | Ted Phillips , David Emanuel , Laura Schepis |
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| Motion by: | Laura Schepis |
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|------------|---------------|
| Second By: | David Emanuel |
|------------|---------------|

| | |
|--------------------|----------|
| Committee Decision | Approved |
|--------------------|----------|

Consent and Regular Agenda Signatures

| | | |
|------------------------|------------|--------------------------------|
| Budget | Name/Title | <i>Stephanie M Healy</i> |
| Awards Chairman | Name/Title | <i>Theodore B Phillips</i> CFO |
| Procurement | Name/Title | <i>JSMcG</i> |
| Legal | Name/Title | <i>Rebecca Lavis</i> |

Award #2 2/15/2024 Supporting Documents

Appendix B - Bid Form

1411536246 JEA McMillian St Pump Station - 42-in Force Main Rehabilitation

Submit the Bid electronically as described in section 1.3 of the Solicitation.

Company Name: Ferreira Construction Co., Inc.

Company's Address: 591 Picketville Rd., Jacksonville, FL 32220

License Number: CGC1509418

Phone Number: 904-404-6085 FAX No: _____ Email Address: npayne@ferreiraconstruction.com

BID SECURITY REQUIREMENTS

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

TERM OF CONTRACT

- One Time Purchase
- Annual Requirements
- Other, Specify - Project Completion

SAMPLE REQUIREMENTS

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

SECTION 255.05, FLORIDA STATUTES CONTRACT BOND

- None required
- Bond required 100% of Bid Award

QUANTITIES

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

INSURANCE REQUIREMENTS

Insurance required

PAYMENT DISCOUNTS

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

| ENTER YOUR BID FOR SOLICITATION 1411536246 | TOTAL BID PRICE |
|---|-----------------|
| Total Bid Price (enter total from cell F69 in the Bid Workbook) | \$7,843,769.81 |

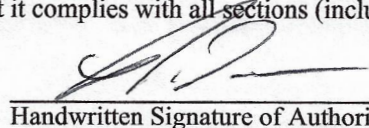
I have read and understood the Sunshine Law/Public Records clauses contained within this solicitation. I understand that in the absence of a redacted copy my proposal will be disclosed to the public "as-is".

BIDDER CERTIFICATION

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

We have received addenda

1 through 6



Handwritten Signature of Authorized Officer of Company or Agent

01/30/2024

Date

Nicholas Payne - Division Manager

Printed Name and Title



Formal Bid and Award System

Award #9 February 2, 2023

Type of Award Request: INVITATION TO NEGOTIATE (ITN)
Request #: 560
Requestor Name: Magee, Jay - Dir Digital Communications
Requestor Phone: (904) 665-4778
Project Title: Licensing, Implementation, and Support of a Website Content Experience Management Solution
Project Number: 8008568, B0400
Project Location: JEA
Funds: Capital and O&M (\$532,775 capital, \$322,000 O&M)
Business Unit Estimate: \$949,200.00

Scope of Work:

JEA seeks to partner with a Company to provide licensing, implementation, and support of a modern, standards-based platform to manage and deploy content for JEA digital assets, primary among them the jea.com website (current) and mobile app (forthcoming). The solution will help JEA streamline day-to-day digital content management with intuitive workflows and content creation tools that ensure a positive customer experience for any device or screen size.

JEA IFB/RFP/State/City/GSA#: #1410827846
Purchasing Agent: Dambrose, Nickolas C.
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

| Name | Contact Name | Email | Address | Phone | Amount |
|------------------|------------------|---------------------------|--|----------------|--------------|
| OPTIMIZELY, INC. | Christienne Benz | chris.benz@optimizely.com | 119 5 th Ave 7 th floor New York, NY 10003 | (603) 594 0249 | \$854,775.00 |

Amount for entire term of Contract/PO: \$854,775.00
Award Amount for remainder of this FY: \$777,075.00
Length of Contract/PO Term: Three (3) Years w/ Two – 1 Yr. Renewals
Begin Date (mm/dd/yyyy): 02/15/2023
End Date (mm/dd/yyyy): 02/14/2026
Renewal Options: Yes - Two – 1 Yr. Renewals
JSEB Requirement: JSEB opportunities were reviewed, and none were available

Award #3 2/15/2023 Supporting Documents

Respondents:

| Name | Original | | | BAFO | | |
|-----------------|--------------|-------|------|--------------|--------|------|
| | Bid Amount | Score | Rank | Bid Amount | Score | Rank |
| OPTIMIZEZY INC. | \$891,750.00 | 78.01 | 2 | \$854,775.00 | 102.66 | 1 |
| LIFERAY | \$740,000.00 | 78.11 | 1 | \$740,000.00 | 100.63 | 2 |
| OPEN TEXT | \$665,506.00 | 72.01 | 3 | \$774,020.20 | 90.24 | 3 |

Background/Recommendations:

Advertised 08/01/2022. Three (3) Companies attended the optional pre-response meeting held on 08/10/2022. At Response opening on 09/07/2022, JEA received three (3) Responses. The Responses were evaluated on price, professional staff experience, past performance, ability to meet the business requirements, design approach and work plan, and vendor presentation. JEA shortlisted all three (3) Companies for vendor presentations and Best and Final Offers (BAFOs). BAFOs were submitted on 01/06/2023. JEA specified a cloud-based solution during solicitation of the BAFO. Optimizely Inc. is deemed the highest evaluated Respondent. Note, following the BAFO the Optimizely Inc. solution was reviewed and approved by JEA Information Security and JEA Technology Steering Committee on 01/25/2023. A copy of the Response Workbook and evaluation matrix summary are attached as back-up.

This request is for \$854,775.00 and three years from 02/15/2023 to 02/14/2026 to provide licensing, implementation, and support of a modern, standards-based platform to manage and deploy content for JEA digital assets, primary among them the jea.com website and the upcoming mobile app. Despite Optimizely Inc. being the highest cost solution, they scored highest on all of the quality evaluation criteria. The platform will provide JEA with the tools and framework to easily create and administer modern digital experiences for our customers that have the potential to improve the user experience and digital satisfaction scores. Optimizely’s cloud-based architecture will have the flexibility to scale up to meet future business needs with the functionality JEA’s customers expect. The Optimizely solution also provides deep migration expertise from JEA’s current Content Management System vendor, Ektron, which it acquired as Episerver in 2015. This should greatly streamline JEA’s platform transition. Furthermore, Optimizely’s flexible architecture gives JEA a modern platform from which we will launch a comprehensive website redesign effort beginning in FY24.

1410827846– Request approval to award a contract to Optimizely, Inc. for Professional Services for Licensing, Implementation, and Support of a Website Content Experience Management Solution in the amount of \$854,775.00, subject to the availability of lawfully appropriated funds.

Director: Magee, Jay – Dir. Digital Communications
VP: Stultz, Mark – VP Communications
Chief: Schepis, Laura – Chief External Affairs Officer

Hai X. Vu 02/02/2023

Vice Chairman, Awards Committee **Date**

Stephanie Nealy 02/02/2023

Budget Representative **Date**

Award #3 2/15/2023 Supporting Documents

JEA Solicitation1410827846 ITN - Website Content Experience Management Solution Licensing, Implementation, Maintenance, Support, and Training
Appendix B - Response Workbook (BAFO)

| | |
|--|-------------------|
| 1) Website Content Experience Management Solution Licensing, Implementation, Maintenance, Support, and Training | Optimizely |
|--|-------------------|

Provider shall submit pricing to provide the Website Content Experience Management Solution provided in this Solicitation. All bid prices shall include all parts, labor, tools and materials to provide the requirements. No additional fees shall apply.

Description of Services

1.1 Website Content Experience Management Solution - Annual Software Licenses Cost

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

| Item No | Description | Estimated Qty | Unit of Measure | Unit Price | Total Three (3) Year Price |
|---|--|---------------|-----------------|--|----------------------------|
| 1.1.1 | Software Licenses - Cloud Based Solution | 38,000,000 | pg views/year | <i>\$160,000/year (comes with standard support package and 3 environments)</i> | 480,000.00 |
| 1.1.2 | Software Licenses - On Premise Solution | 3 | Websites | <i>\$109,250/year (with 3 website domains and 3 environments)</i> | 327,750.00 |
| ***Optimizely cloud is priced based off of annual page views, with unlimited seats, we used 38 million annual page views, but if this is incorrect we can share updated pricing*** **Optimizely On-Premise is based off of the number of domains, we based our price on 3 domains-- the cost to add additional is \$27,000/domain with bulk options if there are more websites** | | | | | |
| 1.1.3 | <i>Website Content Experience Management Solution - Annual Software License Cost</i> | | | | \$160,000/year |
| <i>Discount</i> | | | | | \$15,000/year |
| <i>Total w/adjustment</i> | | | | | 435,000.00 |

Description of Services

1.2 Website Content Experience Management Solution - Setup / Implementation Fees

1.2.1 Setup / Implementation -

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

| Item No | Description | Not to Exceed (NTE) Hours | Hourly Rate | Total Price |
|---------------------------|---|---------------------------|------------------|-------------------|
| 1.2.4 | Fixed Discovery | <i>1.0</i> | <i>93,500.00</i> | 93,500.00 |
| 1.2.2 | Director Professional Services | <i>26.0</i> | <i>200.00</i> | 5,200.00 |
| 1.2.3 | Project management / Non-Technical Team Professional Services | <i>230.0</i> | <i>175.00</i> | 40,250.00 |
| 1.2.4 | Business Analyst | <i>160.0</i> | <i>175.00</i> | 28,000.00 |
| 1.2.5 | Architect - Unit, Configuration and system | <i>460.0</i> | <i>195.00</i> | 89,700.00 |
| 1.2.6 | Front End Developer | <i>280.0</i> | <i>125.00</i> | 35,000.00 |
| 1.2.7 | Developer | <i>460.0</i> | <i>125.00</i> | 57,500.00 |
| 1.2.8 | QA/Testing | <i>460.0</i> | <i>110.00</i> | 50,600.00 |
| 1.2.9 | <i>Website Content Experience Management Solution - Setup / Implementation Fees</i> | | | 399,750.00 |
| <i>10% Discount</i> | | | | -39,975.00 |
| <i>Total w/adjustment</i> | | | | 359,775.00 |

Description of Services

1.3 Website Content Experience Management Solution - Recurring Annual Maintenance and Support

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

| Item No | Description | Estimated Qty | Unit of Measure | Unit Price | Total Three (3) Year Price |
|---------|--|-----------------|---------------------------------|---|--|
| | Maintenance and Support - During the term of the Program, Bidder agrees to maintain its platform and systems to a commercially reasonable level, provide complimentary timely repair of material deficiencies, to provide limited unobtrusive updates and software revisions, and to support its platform and systems to a commercially reasonable level with customer service available from 9 a.m. to 5 a.m. eastern standard time during the term. | 3 | per one (1) year | <i>16,000.00</i> | 48,000.00 |
| | Service Level Agreement - Maintenance and Support shall be subject to a service level agreement. The service level agreement shall contain the quality criteria and the at risk percentages contained in this Section. | Severity | Quality Criteria | Definition | % of Monthly Maintenance and Support Fees at Risk |
| | | Critical | Average Response Time <= 1 Hour | Business outage or significant customer impact that threatens future productivity | 5% |

Award #3 2/15/2023 Supporting Documents

| | | | | | |
|--|---|--|--|--------------------------|--------------------|
| 1.3.1 | Urgent | Average Response Time <= 2 Hours | High-impact problem where production is proceeding, but in a significantly impaired fashion; there is a time-sensitive issue important to long term productivity that is not causing an immediate work stoppage; or there is significant customer concern. | 2% | |
| | Important | Average Response Time <= 4 Hours | Important issue that does not have significant current productivity impact | 2% | |
| | Monitor | Average Response Time <= 1 business day | Issue requiring no further action beyond monitoring for follow-up, if needed | 1% | |
| | Informational | Average Response Time <= 2 business days | Request for information only | 1% | |
| Total \$ of Monthly Maintenance and Support Fees at Risk | | | | 146.67 | |
| 1.3.3 | Website Content Experience Management Solution - Recurring Annual Maintenance and Support | | | 48,000.00 | |
| Item No | Description | Estimated Qty | Unit of Measure | Unit Price | Total Price |
| 1.4.1 | Website Content Experience Management Solution - Administrative Level Training Training to be completed for all identified personnel 2 weeks before launch. See Appendix A - Technical Specifications for additional details. | 1 | \$1,000/per person | <i>\$1000/per person</i> | 12,000.00 |
| 1.4.2 | Website Content Experience Management Solution - Administrative Level Training | | | 12,000.00 | |
| 1.5 | Website Content Experience Management Solution - Total Bid Price <i>(Transfer this Amount to Zycus E-Sourcing Tool)</i> | | | 854,775.00 | |

Award #3 2/15/2023 Supporting Documents

| S.No | Question | Weightage | Scorer | Scores | | |
|-----------------------|---|-----------|-----------------|---|--------------------------------------|--|
| | | | | OPTIMIZEZLY INC (chris.beinz@optimizezly.com) | OPEN TEXT INC (kconroy@opentext.com) | LIFERAY, INC. (frank.lehony@liferay.com) |
| Grand Total of Scores | | | | 102.66 | 90.24 | 100.63 |
| Supplier Rank | | | | 1 | 3 | 2 |
| 1 | (25) Quotation of Rates | 25 | | 25-21.64 (\$854,775.00) | 18-48 23.90 (\$774,020.20) | 22-16 25.00 (\$740,000.00) |
| 1.2 | Quotation of Rates - Bid Form | 100 | | 24 21.64 | 28-48 23.90 | 22-16 25.00 |
| 2 | Sum Qualifications - Past Performance/Company | 25 | | 15.33 | 14.33 | 18.67 |
| 2.2 | Reference 1 | 50 | | 7 | 7.67 | 9.33 |
| | | | Kayleigh Jensen | 5 | 9 | 10 |
| | | | Angela DuBose | 9 | 8 | 9 |
| | | | Jay Magee | 7 | 6 | 9 |
| 2.7 | Reference 2 | 50 | | 8.33 | 6.67 | 9.33 |
| | | | Kayleigh Jensen | 5 | 9 | 10 |
| | | | Angela DuBose | 9 | 8 | 9 |
| | | | Jay Magee | 11 | 3 | 9 |
| 3 | (10) Professional Experience of Respondents Staff | 10 | | 10 | 7.33 | 6.63 |
| 3.1 | receives prior approval by the JEA Project Manager to use | 100 | | 10 | 7.33 | 6.63 |
| | | | Kayleigh Jensen | 10 | 7.3 | 6.3 |
| | | | Angela DuBose | 10 | 6.7 | 4.3 |
| | | | Jay Magee | 10 | 8 | 7.3 |
| 4 | (25) Ability to Meet the Business Requirements | 25 | | 20.67 | 16 | 19.33 |
| 4.1 | ctionalities. This document includes the requirements f | 100 | | 20.67 | 16 | 19.33 |
| | | | Kayleigh Jensen | 20 | 22 | 20 |
| | | | Angela DuBose | 20 | 15 | 18 |
| | | | Jay Magee | 22 | 11 | 20 |
| 5 | (15) Design Approach and Workplan | 15 | | 13.35 | 9.35 | 11 |
| 5.1 | ed to complete the engagement and prepare a proposed | 100 | | 13.35 | 9.35 | 11 |
| | | | Kayleigh Jensen | 12 | 10.85 | 12 |
| | | | Angela DuBose | 15 | 10.05 | 13.05 |
| | | | Jay Magee | 13.05 | 7.05 | 7.95 |
| 5 | (25) Vendor Presentations | 25 | | 21.67 | 19.33 | 20 |
| 5.1 | | 100 | | 21.67 | 19.33 | 20 |
| | | | Kayleigh Jensen | 20 | 15 | 18 |
| | | | Angela DuBose | 25 | 20 | 20 |
| | | | Jay Magee | 20 | 23 | 22 |

OPTIMIZEZELY STATEMENT OF WORK

This **Statement of Work ("SOW")** is made and entered into between **Optimizezely North America Inc.** (formerly, Episerver Inc.), with a principal place of business at 119 5th Avenue, 7th Floor, New York, NY 10003, United States of America ("**Optimizezely**"); and

| | |
|-------------------------|--|
| Customer Details | <p><u>JEA (Jacksonville Electric Authority)</u></p> <p>("Customer")</p> <p>21 West Church Street Jacksonville, FL 32202 United States</p> |
|-------------------------|--|

Parties. Optimizezely and Customer are individually referred to as a "**Party**" and collectively as the "**Parties**".

The Parties ("Party" or "Parties"), agree that WHEREAS Parties have signed the Master Services Agreement signed on June 7th, 2023 ("Agreement"), the Parties have now therefore made and entered into this SOW to be considered as an integral part of the Agreement.

1. PURPOSE

1.1 This SOW describes the Professional Service(s) Company shall provide to Customer Ektron to Optimizezely migration implementation in accordance with the terms of the Agreement. The Professional Services include CMS development activities related to the migration of existing site layouts into the Opti CMS, as further set out below in Section 2. The Parties agree to the terms set forth in this SOW. Terms defined in the Agreement, including the EUSA and all other documents specified in the Contractual Documents section of the Agreement, which are capitalized terms, shall apply within this SOW.

2. SCOPE

| | |
|---|---|
| Professional Services SOW Project Name | Ektron to Optimizezely migration implementation |
| SOW Term | Customer has Twelve (12) months from the Effective Date of this SOW to use the Professional Services purchased herein ("SOW Term"). Professional Services are non-transferable and non-refundable, and deemed complete upon the conclusion of the SOW Term. In the event additional Professional Services are required, Company shall not provide any Professional Services until a fully executed Change Order or amendment is received. |
| SOW Scope: | <p>Up to 358 Agile Story Points in support of 158 Pts for migration and 200 Pts for implementation</p> <ul style="list-style-type: none"> • Up to 5 Migration Agile Epics • Up to 37 Migration Agile Stories • Up to 13 Implementation Agile Epics • Up to 48 Implementation Agile Stories |
| SOW Project Description | <p><u>Project Description:</u></p> <p>Customer has requested that Company perform a site lift and shift from their old Ektron system. The lift and shift will be of the frontend of the Ektron site with the expectation that how content is created will follow the modern experience and best practices of the Optimizezely CMS.</p> <p>The customer team will perform all manual content migration and forms migration as defined in the agile epics and stories.</p> <p>Based on the project’s inception phase, it is estimated that 358 Agile story points will be needed with a likely average sprint velocity of 22 points.</p> <p><u>Ancillary Implementation Phase Activities:</u></p> <ul style="list-style-type: none"> • CMS architectural design and architectural notebook updates as POC is completed. • Direct development for agreed to stories. • Provides coding support as appropriate for POC phase • Ongoing storying grooming support • Ongoing sprint planning support |

| | |
|------------------------|---|
| | <ul style="list-style-type: none"> • Provide ongoing guidance for best practices and architectural guidance • Pared or buddy programing as appropriate for POC. • Code review of company pull requests • Troubleshooting issues and solution to bug fixes • Support customer internal project manager where applicable including assistance in tracking issues, coordinating meetings and supporting the project through project management tasks. • Automated Migration for agreed to content from Customer’s existing website. <p>Roles:</p> <p>Company will provide:</p> <ul style="list-style-type: none"> • Project Manager (Process owner)(Onshore North America) • Sr Developer / Applications Architect (Offshore) <ul style="list-style-type: none"> ▪ Leadership to Customer during the process ▪ Technical direction • QA engineer (Offshore) • Business Analysis (Offshore) • Developer[s] (Offshore) <ul style="list-style-type: none"> ▪ Front-end ▪ Full-Stack ▪ Content Automation Migration Developer ▪ Direct development for agreed to items <p>Customer will provide:</p> <ul style="list-style-type: none"> • Customer Project Manager • Customer Subject Matter Expert[s] • Customer UAT reviewer[s] • Headless CMS Developers for frontend and middle tier • Customer IT Resources for items such as: <ul style="list-style-type: none"> ▪ Setup of environments ▪ CI/CD pipeline creation and maintenance ▪ Deployments ▪ DNS and go live activities. ▪ Environment performance trouble shooting. ▪ Setting up access to Customer hosted environments and systems. <p>Company will provide best practice leadership, consultation, and mentorship to Customer team during Customer’s implementation. If, at the end of this agreement, Customer desires additional time or effort, Customer and Company will pursue a Change Order.</p> |
| SOW Assumptions | <p>General:</p> <ul style="list-style-type: none"> • Both Parties are expected to work collaboratively with each other during the SOW Term. • The scope of this effort is based on the inception phase which estimated the effort at 358 story points across 18 Epics and 85 Stories • Any points beyond the amount agreed to in this statement of work, will not be addressed until a change order is agreed to by both parties. • The scope of effort is based on the stories created and agreed to as part of the inception phase. Any additional stories will not be addressed until a change order is agreed to by both parties. • A 4-week prototype will be done in support of determining the final solution for the API connection to the existing JEA headless Frontend site, in support of the Sprint plan housed in JIRA. • The technical unknowns related to the Middle Tier will be more clearly understood during the prototype phase, with the architectural notebook, build sheets and agile stories being refined or updated as appropriate. |

| | |
|--|---|
| | <ul style="list-style-type: none"> • The Agile Headless stories as noted from the inception phase will be updated based on the agreed to final direction from the prototype phase of the project. • After prototype phase, the sprint plan and build sheets, that were created from the agreed to FRD of the inception phase, will support the planned activities of both Customer and Company. • The order of Stories execution will be based on the sprint plan and linked dependencies as structured in JIRA. • The timeline and duration will be adjusted based on agree to start date and any known holidays and PTO plans. • All Stories and tasks will be run in two JIRA boards/Projects. One for the Site (Frontend and CMS) and one for the content migration; With both the Customer Developers and Company developers using the same board to help with clarifications and dependencies. The Customer will have their own internal board based on a clone of the Stories created in Company’s JIRA. The respective boards status will be updated regularly by the PMs responsible for each team. • Due to working hours differences (offshore) Company’s onshore team will hold regularly scheduled meeting times to coordinate effort and timing with customer team. That may include a new meeting outside of normal agile or attend Customer’s scrum, sprint planning and other agile ceremonies to provide an overview of the outcomes of the Optimizely agile ceremonies. • Normal Agile and Project Management best practices will be followed to monitor risks and plan corrective actions and assign responsibilities. • Due to restrictions related to access to each organization’s environments, Company’s technical lead will sync code repositories as appropriate thereby delivering the work product to the customer for installation. The company’s normalized practices include branches for each ticket and pull request comments. Although progress can be seen on Customer’s side from the delivering of the code via syncing the code repositories; the history and branching is only available in Company’s source control requiring an additional report to be added to the weekly sprint status to better share progress. • The next implementation sprint will not start until the customer’s UAT of the current sprint has been completed. • Delays by the customer in completing UAT greater than 5 business days may incur reassignment of resources and planning of new start date for the next sprint. <p>Company Assumptions:</p> <ul style="list-style-type: none"> • Company shall appoint a designated point of contact to work with Customer to provide project management and oversight. • Company will provide the Professional Services as described within this SOW. <p>Customer Assumptions:</p> <ul style="list-style-type: none"> • Customer will be providing 3 developers to contribute to the overall CMS implementation effort by 1200 hours related to the JEA headless aspects. Resource should be familiar with JEA current site frontend and middle tier with skills sufficient to make any needed updates the JEA Headless code base. Customer resources should have working understanding of REST, and JSON. • Customer content team will provide sufficient resources to support All the manual content migration. The understanding of the process to recreate pages will be based solely on the Company’s standard online end user training, general sprint demos, and handover notes in the form of JIRA Story’s Developer, QA, and UAT notes. • Customer PM will need to surface, plan, and coordinate with the Company team related to any Security Scans or Performance testing that Customer’s internal organization requires. • Customer must provide Company with reasonable assistance and any necessary access to relevant information, documentation and/or systems (such as analytics, data warehouse, integrations, etc.) as well as provide Company with any relevant business goals, requirements, decisions and information. • The Customer will handle the manual migration of all Forms. • Implementation sprints will have a duration of 15 days. Customer will have 2 business days for UAT. At the end of the planned UAT period the Customer will provide feedback noting any challenges. • Customer team will create the new CI/CD pipeline to handle the release of code and other updates to the different customer environments. |
|--|---|

| | |
|-----------------|--|
| | <ul style="list-style-type: none"> • Customer team will handle all activities related to the setup of the Optimizely CMS servers with the Customer environments. • Customer will handle all release activities due to the nature of their self-hosted CMS environments. • Customer will ensure that all necessary subject matter experts and/or IT personnel are available as necessary for gathering technical requirements and implementation. • Customer will designate a dedicated point-of-contact, who will be responsible for coordinating with any relevant stakeholders (such as business stakeholders, technical teams, subject matter experts, compliance teams, etc.) for scheduling activities. • Customer is responsible for obtaining any necessary approvals that it requires (such as approval from the relevant business, technical, compliance and/or executive teams). Decisions and approvals shall be made in a timely manner. Requests to make changes to approved decisions (including project reprioritization or resourcing issues) are subject to written approval by Company. |
| SOW Type | <input type="checkbox"/> This SOW is an agreement for a specified number of hours of Professional Services. Invoice(s) shall be issued to Customer upon the Effective Date of this Agreement and payable to Company pursuant to the payment and billing terms set out in the Agreement. <input checked="" type="checkbox"/> This SOW is an agreement for Professional Services for a fixed price. Invoice(s) shall be issued to Customer upon the Effective Date of this Agreement and payable to Company pursuant to the payment and billing terms set out in the Agreement. |

3. SOW FEES
3.1 Customer agrees to pay to Company the fees set out below for the Professional Services(s) set out in Section 2 above.

| EES Fixed Price: | | |
|--|--|----------------------|
| Deliverable No. | Professional Services Deliverable Description | Fees Total (USD) |
| 1 | Implementation kickoff | \$22,548 |
| 2 | Delivery of a total of 10% of planned story points | \$42,548 |
| 3 | Delivery of a total of 20% of planned story points | \$42,548 |
| 4 | Delivery of a total of 30% of planned story points | \$42,548 |
| 5 | Delivery of a total of 40% of planned story points | \$42,548 |
| 6 | Delivery of a total of 50% of planned story points | \$42,548 |
| 7 | Delivery of a total of 60% of planned story points | \$42,548 |
| 8 | Delivery of a total of 70% of planned story points | \$42,548 |
| 9 | Delivery of a total of 80% of planned story points | \$42,548 |
| 10 | Final project sprint (Balance of project budget) | \$62,548 |
| Fixed Fee Total, excluding taxes, travel and expenses: Note: All prepaid fees are non-refundable and non-cancellable | | \$425,480 USD |

Pricing expiration: Pricing for the Professional Service(s) provided herein is valid through 19th February 2024.

4. ADDITIONAL DEFINITIONS

- 4.1 **“Change Order(s)”** shall mean a written agreement that changes the scope, requirements, pricing, and/or timing of an existing SOW.
- 4.2 **“Education Website”** shall mean the website(s) made available by Optimizely that provide access to Optimizely training materials, including – but not limited to – academy.optimizely.com.
- 4.3 **“Fixed Price”** shall mean a price independent of work hours or Work Day(s) required to complete deliverables within the SOW Package or Project Description.
- 4.4 **“Onboarding”** means an hour limited service that provides Customer with a technical overview for configuration and development within the cloud, initial cloud implementation support, access to the Education Website and a pre-launch checklist.
- 4.5 **“Professional Services”** shall mean the Expert Services and/or Education Services being provided by Optimizely to Customer, as described in SOW(s) and/or Change Order(s) as part of the Agreement.
- 4.6 **“SOW”** shall mean this statement of work and any appended statement of work, agreement, or amendment with Optimizely where Professional Services under this Agreement are being purchased by Customer and shall be considered an additional Order as part of the Agreement.
- 4.7 **“Time and Materials”** shall mean the dedicated time with Optimizely resources working with or without a client’s resources towards the defined Professional Services completion. Time and Materials are sold in units of Work Days and can be scheduled in no less than half Work Day increments. Time and Materials engagements have no expectations of specific “timed” deliverables.
- 4.8 **“Work Day”** shall mean no more than seven (7) hours, excluding Optimizely’s time for a lunch break of one (1) hour.

5. ADDITIONAL TERMS

- 5.1 **Professional Service(s) Delivery & Materials.** Unless otherwise agreed by the Parties in writing, Professional Service(s) will be delivered to Customer remotely during Optimizely’s standard business hours. Customer attendance at training and workshops is limited to three (3) attendees unless conducted onsite at Customer’s offices, or otherwise agreed to in writing by the Parties. Professional Service(s) and related materials will be provided in English. Optimizely may use a partner to deliver Professional Service(s). If Optimizely utilizes a partner for the delivery of any Professional Service(s) purchased herein, Optimizely shall be responsible for such partner’s performance of the Professional Services and the partner’s compliance with the terms of this SOW.
- 5.2 **Professional Services Travel and Living Expenses.** If Customer requests that Optimizely travel to provide the Professional Services described in this SOW, Customer shall pay all pre-approved, and reasonable expenses incurred by Optimizely for the Professional Services provided under this SOW, including, but not limited to: (i) travel, living and administrative expenses incurred by Optimizely while away from Optimizely principal offices and/or local travel. Optimizely shall provide copies of receipts for travel and living expenses charged to Customer. All travel and living expense by Optimizely shall be in accordance with Optimizely’s standard travel and expense policy.
- 5.3 **Professional Service(s) Exclusions:** The Professional Services purchased hereunder does not include any custom development work, implementation or work on any non- Optimizely systems (including but not limited to, implementation on Customer’s or other parties’ internal code base), or any auditing or re-instrumenting of Customer’s analytics metrics, segments, or dimensions. Optimizely is not responsible for the setup, configuration, or implementation of Experimentation Service(s) in Customer’s or other parties’ environment, including integration with third-party systems and implementation of Optimizely’s snippet and/or software development kits (SDKs). Optimizely will not be responsible for delays or failures caused by Customer or other parties, or by events beyond its reasonable control.
- 5.4 **Ownership of Software & Professional Services.** The Professional Services and all derivatives and modifications thereof (including those made by or for Customer) shall, at all times remain the property of Optimizely, and Customer shall have no rights to such derivatives or modifications. The Professional Services and all derivatives and modifications thereof shall be deemed to be Confidential Information of Optimizely and are therefore subject to the terms and provisions of the Agreement which govern Confidential Information. Any software used in the provisioning or in support of the Professional Services shall remain the sole and exclusive property of Optimizely or the current licensor(s).
- 5.5 **Prerequisite Requirements and Dependencies.** Optimizely reserves the right to refuse or limit any Professional Services if Customer fails to satisfy the requirements in this SOW and/or any Change Order. In such cases, no refund will be paid. Customer also acknowledges that Optimizely is relying upon information and assistance provided by Customer’s representatives. As a result, the accuracy and results of the Professional Services will be dependent upon the accuracy and completeness of the information and assistance provided by Customer’s employees. Customer understands and accepts that an error may exist or occur during the processing due to inaccurate data in Customer’s existing files. Customer agrees that Optimizely’s sole responsibility is the transfer of existing data and that Optimizely is not responsible for any errors that result from the transfer of inaccurate or incorrect data.

5.6 Cancellation / Rescheduling Professional Service(s). Notwithstanding the foregoing, Customer may cancel or reschedule Professional Services with thirty (30) days written notice. Professional Service(s) incurred prior to Optimizely receiving such written notice and Professional Services incurred after the notice has been received, but which are necessary to close out the work, will be due and payable by Customer. Any notice of cancellation shall be in writing and sent to Optimizely, addressed to the header of this Agreement, in accordance with the notice requirements (Section 11) of the EUSA. Optimizely reserves a right to cancel this Agreement in the event of a substantial change in the nature of Professional Services, and all Professional Services incurred prior to such cancellation will be due and payable by Customer. In the event Customer puts a hold on Professional Service(s), rescheduling will be subject to Optimizely's availability and all Professional Services shall continue to be subject to the original expiration date described herein.

5.7 Termination of Professional Service(s) SOW(s) and/or Change Order(s). In the event of non-payment by Customer of any Professional Service(s) SOW(s) and/or Change Order(s), Optimizely may terminate Professional Service(s) immediately upon written notice if Customer fails to pay outstanding invoices within ten (10) days of receiving written notice of such non-payment.

5.8 Subject to Section (5.9) below, Parties agree that all references to "Software Services" in the EUSA shall include the Professional Services ordered by Customer under this Agreement.

5.9 The Parties additionally agree that all references to "Order" in the EUSA shall include "SOW".

5.10 The Parties agree that the limited remedy set out in Section 5.1 of the EUSA shall only be available if Customer notifies Optimizely in writing within thirty (30) days of the completion of the Professional Services.

5.11 The Parties agree that the liability section below shall apply to the provision of Professional Service(s), therefore Section 5.5 of the EUSA shall be deleted and replaced with the following provision solely for purposes of this Order: *"EXCEPT FOR CUSTOMER'S LIABILITY FOR PAYMENT OF FEES, LIABILITY ARISING FROM OBLIGATIONS UNDER SECTIONS 5.6 AND 5.7, LIABILITY FOR VIOLATION OF COMPANY INTELLECTUAL PROPERTY RIGHTS, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, IF, NOTWITHSTANDING THE OTHER TERMS OF THIS AGREEMENT, EITHER PARTY IS DETERMINED TO HAVE ANY LIABILITY TO THE OTHER PARTY OR ANY THIRD PARTY, THE PARTIES AGREE THE AGGREGATE LIABILITY OF A PARTY WILL BE LIMITED TO THE TOTAL AMOUNTS CUSTOMER HAS ACTUALLY PAID FOR PROFESSIONAL SERVICES IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO A CLAIM."*

5.12 Press Releases: Upon execution of this SOW, Optimizely may request inclusion of Customer's name and logo in Optimizely's published customer list, case studies, website and collateral, or press release, subject to Customer's written acceptance.

6. ADDITIONAL TERMS SPECIFIC TO EDUCATION SERVICES

6.1 Good conduct for Education Services. Optimizely reserves the right to refuse, limit or cancel any Education Services if Customer, in the opinion of Optimizely, has displayed unreasonable behaviour or is deemed to be violent, abusive or disruptive. In such cases no refund will be paid.

6.2 On-Site Education Services. When Education Services are to be performed on-site at or on behalf of Customer, Customer has responsibility to inform Optimizely of location details at least ten (10) working days prior to the start of the Education Services. Customer is responsible for ensuring that each participant has access to a computer that complies with the system and installation requirements provided by Optimizely, preparing the classroom with a projector and booking lunch for the participants and the instructor. Customer is responsible for providing Optimizely with names and e-mail addresses of all the participants at least five (5) working days prior to the start of the Education Services.

7. GENERAL TERMS

7.1 By signing this SOW, Customer places an order for the Professional Services identified herein and Customer also confirms acceptance of all the terms and conditions of this SOW, as well as the Agreement (including the EUSA and all other documents specified in the Contractual Documents and Priority section in the Agreement. Any terms defined in the Agreement or SOW, which are capitalized terms, shall apply within this SOW. The date this SOW is signed by Optimizely shall be deemed to be the effective date (“Effective Date”).

8. APPENDICES

- Appendix 1 – Listing of Implementation Epics and Stories from inception phase
- Appendix 2 – Listing of Migration Epics and Stories from inception phase
- Appendix 3 – Definition of Done
- Appendix 4 – Definition of Severity
- Appendix 5 – General development Cycle
- Appendix 6 – Governance

- **Optimizely**

Customer:

Authorized Signature: _____

Name: _____

Title: _____

Date: _____

Authorized Signature: _____

Name: _____

Title: _____

Date: _____

Appendix 1 – Listing of Implementation Epics and Stories from inception phase

The following represents an extract of the agreed to stories, epics, and their associated estimated effort from Company’s JIRA instance.

| Issue Type | Issue key | Summary | Estimated Story Point |
|------------|-----------|---|-----------------------|
| Story | JEA-130 | Change preview button to call front end application | 3 |
| Story | JEA-128 | Bid Opening Block | 2 |
| Story | JEA-127 | Accordion Container Block | 2 |
| Story | JEA-126 | Responsive Application Block | 2 |
| Story | JEA-121 | Blank Page | 1 |
| Story | JEA-113 | Auto redirect | 2 |
| Story | JEA-112 | Settings | 2 |
| Epic | JEA-111 | Reuse | |
| Story | JEA-108 | Base Page | 1 |
| Epic | JEA-84 | Blank Page Template | |
| Story | JEA-74 | Solr Server | 3 |
| Epic | JEA-72 | Search | |
| Epic | JEA-68 | Headless Preview | |
| Story | JEA-61 | Add Category | 2 |
| Story | JEA-60 | Press Page | 1 |
| Story | JEA-59 | Implement rudimentary preview feature | 8 |
| Story | JEA-57 | Develop content delivery API conversion approach | 3 |
| Story | JEA-52 | Implement SSO using AD via SAML 2 | 8 |
| Epic | JEA-50 | SSO | |
| Story | JEA-49 | reuse | |
| Story | JEA-43 | Form Block | 2 |
| Story | JEA-42 | Accordion Icon Container Block | 2 |
| Story | JEA-40 | CTA Container Block | 2 |
| Story | JEA-39 | Image Block | 1 |
| Story | JEA-38 | Create Search Results Page | 2 |
| Story | JEA-37 | Implement SSO using AD via SAML 2 Part 2 | 5 |
| Story | JEA-36 | Construction Page | 2 |
| Story | JEA-35 | Meetings & Events Listing Page | 2 |
| Story | JEA-34 | Video Block | 1 |
| Story | JEA-33 | Reuse | |

| | | | |
|-------|--------|--------------------------------|---|
| Story | JEA-32 | One Column | 5 |
| Story | JEA-31 | iFrame Block | 1 |
| Story | JEA-30 | Two Column Page | 2 |
| Story | JEA-29 | Rich Text Block | 1 |
| Story | JEA-28 | Accordion Item Block | 3 |
| Story | JEA-27 | Three Column Page | 2 |
| Story | JEA-25 | Breadcrumbs | 3 |
| Epic | JEA-24 | Set Up | |
| Story | JEA-23 | Hero Banner Block | 2 |
| Story | JEA-22 | CTA Block | 2 |
| Story | JEA-21 | Intercept Block | 2 |
| Story | JEA-20 | Reuse | |
| Story | JEA-19 | Meetings and Events Page | 2 |
| Story | JEA-18 | Left Hand Navigation | 5 |
| Epic | JEA-17 | Headless Implementation | |
| Epic | JEA-16 | Forms | |
| Epic | JEA-15 | 3 Column Template | |
| Epic | JEA-14 | 2 Column Template | |
| Epic | JEA-13 | Blocks | |
| Story | JEA-12 | Alert Banner Block | 1 |
| Story | JEA-11 | Footer | 1 |
| Epic | JEA-10 | One Column Template | |
| Epic | JEA-9 | Global Components | |
| Story | JEA-8 | Implement Search Back-end Pt 1 | 3 |
| Story | JEA-7 | Generic Tag Block | 3 |
| Story | JEA-6 | Custom Tag Block | 3 |
| Story | JEA-5 | Menu Container and Item | 3 |
| Story | JEA-4 | Video File | 1 |
| Story | JEA-3 | Audio File | 1 |
| Story | JEA-2 | PDF File | 1 |
| Story | JEA-1 | Image File | 1 |

Appendix 2 - Listing of Migration Epics and Stories from inception phase

The following represents an extract of the agreed to stories, epics, and their associated estimated effort from Company's JIRA instance.

| Issue Type | Issue key | Summary | Estimated Story Point |
|------------|-----------|---|-----------------------|
| Story | JCM-49 | Migrate Bid Opening | 3 |
| Story | JCM-48 | Migrate CTAContainer and CTAItem | 5 |
| Story | JCM-47 | Migrate Video | 3 |
| Story | JCM-46 | Create remaining forms: Part 2 | 21 |
| Story | JCM-45 | Migrate AccordionContainer and AccordionItem Blocks | 5 |
| Story | JCM-44 | Migrate Intecepts | 3 |
| Story | JCM-43 | Migrate iFrame | 3 |
| Story | JCM-42 | Migrate Press Pages | 1 |
| Story | JCM-41 | Migrate Construction Pages | 3 |
| Story | JCM-40 | Migrate Generic Tag Pages | 3 |
| Story | JCM-39 | Migrate Custom Tag Pages | 3 |
| Story | JCM-38 | Migrate Three Column Pages | 3 |
| Story | JCM-37 | Migrate Meeting & Events Pages | 3 |
| Story | JCM-36 | Migrate Taxonomy to Category | 2 |
| Story | JCM-35 | Migrate Two Column Pages | 3 |
| Story | JCM-34 | Migrate One Column Pages | 3 |
| Story | JCM-33 | Update Manual Migration of Homepage | 2 |
| Story | JCM-32 | Migrate Left Hand Menu | 3 |
| Story | JCM-31 | Migrate Footer Menu | 1 |
| Story | JCM-30 | Migrate Top and Mega Menu | 1 |
| Epic | JCM-22 | Migration Iteration | |
| Story | JCM-21 | Migrate Responsive Application Block | 3 |
| Story | JCM-20 | Migrate RichText Block | 2 |
| Story | JCM-19 | Migrate CTAContainer and CTAItem Blocks | 5 |
| Story | JCM-18 | Migrate AccordionIconContainer and AccordionItem Blocks | 3 |
| Story | JCM-17 | Migrate AccordionContainer and AccordionItem Blocks | 5 |
| Story | JCM-16 | Create remaining forms: Part 1 | 21 |

| | | | |
|-------|--------|---|---|
| Epic | JCM-15 | Forms Migration | |
| Epic | JCM-14 | Automated Migration | |
| Epic | JCM-13 | Manual Migration | |
| Story | JCM-12 | Setup local CMS solution | 1 |
| Story | JCM-11 | Setup local content migration solution by cloning cm-base | 3 |
| Epic | JCM-10 | Setup | |
| Story | JCM-9 | Create user and group mapping | 1 |
| Story | JCM-8 | Create Shortcut for non-default alias | 2 |
| Story | JCM-7 | Initial Manual Migration of Homepage | 2 |
| Story | JCM-6 | Commercial Water, Wastewater Form | 2 |
| Story | JCM-5 | Commercial Account Update Form | 2 |
| Story | JCM-4 | Landlord Agreement Program Form - Adding and Removing Addresses | 2 |
| Story | JCM-3 | Landlord Agreement Program Form | 2 |
| Story | JCM-2 | Ask a Question | 2 |
| Story | JCM-1 | Refresh All Manual Content Migration | 5 |

Appendix 3 – Definition of Done

| Story | Sprint | Release |
|---|---|---|
| <ul style="list-style-type: none"> - Pages/components follow existing site’s responsive behavior. - Follow basic SEO requirements: <ul style="list-style-type: none"> o Use plain text (pushed by the server not javascript) so that robots can read it o Use <p> for content when there’s no specifications for an element o Hn must not be used for its CSS style (for semantic purposes) o All links must have a title with follow by default o All images must have an <alt> tag o All list must be ordered or unordered - When a visual rendering exists for a page, the OPE (on-page-editor) must be available - A reference to the pull request is added in the user story (in Jira) - Story passes acceptance criteria as defined in the stories acceptance criteria section - Story passes through all the steps of the workflow, including pull request, code review / peer review, merge, QA, demo and UAT (as defined for the sprint) - Story can be closed only if there is not associated bug with severity 1 or 2. To Close the sprint the story will be moved into the next appropriate sprint. - All issues noted with any story are logged before the close of the UAT window. | <ul style="list-style-type: none"> - Performances (response time and page construction) do not deteriorate user experience | <ul style="list-style-type: none"> - Development meets security requirements as specified in architectural notebook and / or build sheets. - Recommendation: All stories identified for launch in the inception phase, and bugs with severity 1 or 2 are done |

Appendix 4 – Definition of Severity

| Severity / Failure Type | Frequency | | | | |
|---------------------------------------|--|------------|------------|--------------------------------|----------------|
| | All User | Most Users | Some Users | Few Users | Very Few Users |
| Crash / Hung | S1 - Resolve immediately / Release Blocker | | | S2 - High Attention / Critical | |
| Data Corruption / Loss | S1 - Resolve immediately / Release Blocker | | | S2 - High Attention / Critical | |
| Security issue | S1 - Resolve immediately / Release Blocker | | | S2 - High Attention / Critical | |
| Non-Functioning | S1 - Resolve immediately / Release Blocker | | | S2 - High Attention / Critical | |
| Performance problem | S2 - High Attention / Critical | | | S2 - High Attention / Critical | |
| Incorrectly Functioning | S2 - High Attention / Critical | | | S2 - High Attention / Critical | |
| Incorrectly Functioning w/ Workaround | S3 - Normal / Major | | | S4 - Low / Minor | |
| Usability Issue | S3 - Normal / Major | | | S4 - Low / Minor | |
| Cosmetic Issue | S3 - Normal / Major | | | S4 - Low / Minor | |
| Enhancement Request | S3 - Normal / Major | | | S4 - Low / Minor | |

Website usability is broad set of goals of usability and presentation of information and choices in a clear and concise way, a lack of ambiguity and the placement of important items in appropriate areas as well as ensuring that the content works on various devices and browsers.

Usability is primarily related to the design of the website and the ease of which users can interact with the content based on the design. For the scope of this work changes to the sites design are planned. As the end user experience is addressed in the SOW is similar, usability is not expected to be applicable as an issue as the usability will be similar to the existing website.

Types of Defects

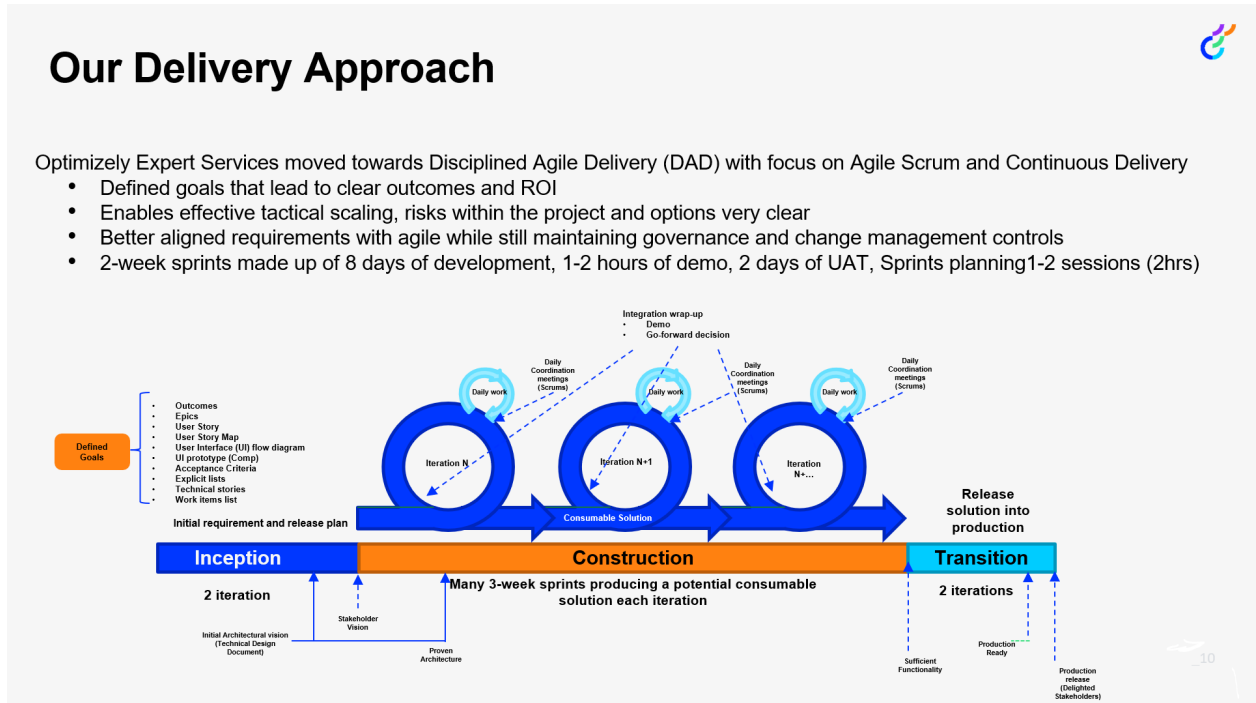
Critical - S1 There are errors which result in complete failure, for example, unable to log into the site, etc. Such errors prevent any further testing as they do not have a workaround. Symbolically, critical errors are denoted by S1

Major - S2 A major defect is one that either collapses or crashes the system / Test; and that there are few functionalities that remain operable. The workaround in such cases is not impossible but it is very difficult. Such errors are denoted by the symbol S2.

Minor - S3 Such defects have an impact on the less important data and minor functions. It can cause some malfunction, but the workaround is easy and obvious. Minor defects are denoted by the symbol S3.

Trivial - S4 These errors do not relate to the data or working of the site. Trivial errors are those that relate to the look and feel of the site for example high of a type is 6 pixels off from the comp/design/current site or the font is 11 Px and not 12 Px. These errors do not cause malfunctions by impacting any data or function nor have significant impact of the end user experience. Trivial errors are denoted by the symbol S4.

Appendix 5 – General Development Cycle



Appendix 6 – Governance

Executive Summary

This document will describe different aspects of the governance for the customer’s migration project.

Scope Management Procedure

The project will be managed using Disciplined Agile Methodology, which means that high value items will be delivered first. The scope of the project is defined by:

Scope

Any stories written during the inception phase and that were accepted by customer’s stakeholders at the end of the inception phase and included as appendixes in the statement of work.

Change request

Any unknown or unforeseen story/acceptance criteria that change the scope of the project will be treated as a change request and will need to be estimated and negotiated as part of a new proposal.

Cost Management Procedure

The project is a Fixed Cost, based on the review of the current site. The inception phase and the assumptions described in the Scope accepted by customer at the end of the inception phase may not align with the expected effort. Everything outside this estimated effort will be treated as a change request and will need to be estimated and negotiated as part of a change order or new proposal.

No out-of-scope work will be started prior to a signed change order or proposal.

Delays in the timeline due to the Customer's limited availability will incur stoppage in project activities and a CR to address replanning and realignment of the Company's resources to better meet Customer teams' availability.

Acceptance Procedure

There will be an acceptance meeting at the end of every sprint (or as otherwise agreed to in writing by both parties). The customer's stakeholder will have the chance to observe and sign off on the work done in the sprint. Review will be done in the QA environment and will not conflict with the next iteration.

The goal of the Iteration review is to make sure every use case passes all the acceptance criteria and are ready to be deployed.

Sprint planning for the next sprint will also occur during the last week of the sprint. During this meeting, the implementation team and customer's stakeholders can clarify any acceptance criteria that might not be clear enough to start the development of the next iteration.

In the event that the work product of a sprint is not accepted by the Customer, a written list of deficiencies will be provided to Optimizely, and Optimizely will reasonably proceed to correct the deficiencies. Optimizely will have 30 days to present revised work product for acceptance by Customer for deficiencies that are classed as S1 under Appendix 4 – Definition of Severity, and 60 days to present revised work product for acceptance by Customer for deficiencies that are classed as S2 or lower under Appendix 4 – Definition of Severity. If the revised work product still is not accepted by Customer, (i) Customer will have the option (but is not required) to cancel this SOW, or (2) Customer may extend the deadline to present revised work product in writing.

Construction Procedure

- No code will be allowed into a build unless it's related to a use case or a task from the current iteration.
- All pull requests will have to be tagged with the story/task number.
- All pull request needs to be submitted to the Architect or Dev Manager to be reviewed and merged to the working branch.
- Team lead/PM will review all acceptance criteria before any submission to the QA instance.
- Customer IT will be needed to support go-live and post go-live activities and will be supported through the BDC PM

Validation of quality

To ensure the quality of the code that will be delivered, Optimizely team will follow the Quality control plan defined during the inception phase.

END OF THIS STATEMENT OF WORK

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:

Biosolids Distribution Services LLC

2. Description of Services or Supplies provided by Vendor:

Contractor transports and disposes of grit, waste and sludge cake from Buckman Water Reclamation Facility. Due to the rehabilitation of the drum dryer at Buckman in FY23, hauling costs have been significantly higher than anticipated and the contract funds have been exhausted. Emergency funds are needed to continue this critical and necessary service.

Award #4 2/15/2024 Supporting Documents

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: _____

OR

Emergency Procurement - Please state which subsection of Section 3-113 above applies to this Emergency Procurement: ^{3-113 (c)} _____

Freddy González Vargas

Digitally signed by Freddy González Vargas
Date: 2024.01.16 09:42:43 -05'00'

Signature of JEA Business Unit Manager

Date

Freddy Gonzalez Vargas

Name of JEA Business Unit Manager

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

Funding Sources and Cash Flows

| Capital or O&M | Index / Project # / Cost Center | O&M Spreadsheet Line | FY24 | FY25 | FY26 |
|----------------|---------------------------------|----------------------|---------------|-----------------|------|
| Capital | 175-S | | \$ 150,000.00 | \$ 500,000.00 | |
| Capital | 175-50S | | \$ 100,000.00 | \$ 500,000.00 | |
| Capital | 175-W | | \$ 150,000.00 | \$ 300,000.00 | |
| Capital | 175-78S | | \$ 50,000.00 | \$ 100,000.00 | |
| Capital | 175-79S | | \$ 150,000.00 | \$ 500,000.00 | |
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\$ 2,500,000.00

Total Award Amount

Award #8 2/15/2024 Supporting Documents

**Proposed Contract Amounts for Ferreira's Construction Contract for
Completing Construction of the Consolidated Rivertown WTP Project**

1/25/2024

| | | |
|---|-----------|----------------------|
| Ferreira's Bid on 11/8/23 | \$ | 8,989,000.00 |
| Ferreira's Proposal to Cover any latent defects and extended warranties | \$ | 400,000.00 |
| SWA Funds | \$ | 498,407.00 |
| Permit Allowance Funds | \$ | 74,640.62 |
| Testing Allowance Funds | \$ | 47,358.75 |
| Total Contract Amount | \$ | 10,009,406.37 |

BID FORM:

Liberty Mutual Insurance Company & Co-Sureties

PROJECT: JEA – Rivertown Water Treatment Plant

Project No. JEA 10617

Proposal of: Ferreira Construction Co., Inc.

(hereinafter called "Bidder"),

X a corporation organized and existing under the laws of the state of

New Jersey

a partnership, of

an individual, dba

with offices at: 31 Tannery Rd., Branchburg, NJ 08876

Name of Bidder's Bonding Company (not agent): Berkshire Hathaway

TO Liberty Mutual Insurance Company:

The Bidder, after having examined and become familiar with the local conditions affecting the cost of the work, at the place where the work is to be performed, and with the related Drawings or Sketches and Specifications and other Contract Documents as outlined in the "Instructions to Bidders," hereby proposes and agrees to furnish all labor, materials, equipment, tools, and supervision, together with all utility and transportation services, and each and every item of expense necessary to perform and complete all work as required by the Contract Documents, at the above referenced project site, within the time set forth hereinafter.

If awarded the Contract, Bidder agrees to commence work under this Contract within fifteen (15) calendar days of a date weather permits work to go forward or as instructed by Liberty Mutual Insurance Company.

RIGHT OF AGENT

The Bidder understands that Liberty Mutual reserves the right to reject any or all proposals, tender the completion of the work, and to waive irregularity in the proposal process.

The Bidder agrees that this proposal may not be withdrawn for a period of sixty (60) calendar days from the date of the Bidder's signature below.

BID FORM: JEA – Rivertown Water Treatment Plant : Contract #JEA 10617 (continued):

Liberty Mutual Insurance Company & Co-Sureties

PROPOSAL:

Note: All pricing (below) shall be for the total scope, including all labor, materials, tools, equipment, supervision and management necessary to complete the work.

Bid: Lump Sum Price for completion of the work:

EIGHT MILLION, NINE HUNDRED EIGHTY NINE THOUSAND & 84/100 Dollars

\$ 8,989,000.00

Bond Cost:

fifty six thousand two hundred and fifty Dollars

\$ 56,250

Time: (Calendar Days required from NTP to complete Bid: (above): 240 Days.

Bid Bond Provided: Yes X No

ACKNOWLEDGEMENT:

By signing below, the Bidder certifies that he/she/it has read the Bid Documents, has become familiar with the work site through inspection, has become satisfied with the inspection and is familiar with and fully understands the extent and character of the work and the conditions under which the work is to be performed. Bidder also acknowledges that he/she/it is familiar with the special and unique conditions associated with completing work started and partially performed by another contractor. Bidder further certifies that he/she/it has not relied upon any written or oral representations made by employees, agents or its affiliates in connection with this bid proposal, including any estimates of completed work.

Bidder hereby proposes and agrees to perform and complete all work required on the referenced project site, all in accordance with the Contract Documents and within the cost stipulated above.

The undersigned certifies that he or she is or they are the only person, or persons, interested in this Bid as principles, and this Bid is made without collusion with any person, firm or corporation.

By signing below, the Bidder acknowledges receipt of Addenda Number(ed): 1-3

(If Corporation, affix corporate seal)

Authorized Signature: [Signature] Date: 11/08/2023

Printed or Type Name: Nicholas Payne Title: Division Manager

Company Name: Ferreira Construction Co., Inc.

State License No.: CGC1509418 Classification Heavy Civil/Industrial Limit \$ N/A

BID FORM: JEA – Rivertown Water Treatment Plant : Contract #JEA 10617 (continued):

Liberty Mutual Insurance Company & Co-Sureties

| Item No. | Description | Scheduled Quantity | Unit | UNIT PRICE | Total |
|----------|--|--------------------|------|------------|------------|
| 43 | Sod and Staking | 1160 | SY | 21.79 | 25,270.96 |
| 44 | Seed and mulching | 2500 | SY | 13.91 | 34,777.60 |
| 55 | Furnish, Install, Operate all Equipment to Develop Well | 12 | HRS | / | / |
| 69 | Sod and Staking | 950 | SY | 50.35 | 47,834.80 |
| 70 | Seed and mulching | 2250 | SY | 13.80 | 29,928.60 |
| 73 | Access Driveway Grading | 1 | LS | 28,475.20 | 28,475.20 |
| 74 | Sidewalk and Curb Removal and Replacement | 73 | SY | 322.92 | 23,573.16 |
| 75 | Sheet Pile Retaining Wall and Cap | 170 | SY | 909.11 | 154,548.97 |
| 76 | 12-inch DIP (PC 350) Raw Water Main, Open Cut, (Inclusive of the requirements and all work as noted in the Contract Documents, Including Valves, Fitting and Apputenances, maintenance of traffic, excavation , backfill and compaction, Dewatering, excavation support, sheet piling left in place, select fill for pipe bedding as required for areas where unsuitable soils are encountered, pressure testing and disinfection) | 143 | LF | 428.97 | 61,343.36 |
| 77 | 2-inch PVC (SCR 21) Reuse Water Main, 2-inch PVC Plug, 20-inch by 2-inch tap with 2-inch tapping valve and 2-inch gate valve (inclusive of the requirements and all work as noted in the Contract Documents, including fittings and appurtenances , maintenance of traffic, excavation backfill and compaction, dewatering, excavation support, sheet piling left in place, select fill of pipe bedding as required for areas where unsuitable soils are encountered and pressure testing. | 114 | LF | 335.67 | 38,266.28 |
| | | | | | |
| | | | | | |

BID FORM: JEA – Rivertown Water Treatment Plant : Contract #JEA 10617 (continued):

Liberty Mutual Insurance Company & Co-Sureties

| | | Scheduled Quantity | Unit | UNIT PRICE | Total |
|----|---|--------------------|------|------------|-----------|
| | FPL Electrical Power Infrastructure | | | | |
| a. | FPL Electrical Power Infrastructure Well Site No. 2 (inclusive of the requirements and all work as noted in the Contract Documents, including delivery of FPL supplied materials, installation of FPL supplied materials on site including 200 LF of 5-inch PVC conduit, fittings and appurtenances, electrical pull boxes, one concrete transformer pad, etc. | 200 | LF | 11.55 | 2310.00 |
| b. | FPL Electrical Power Infrastructure within the WTP Site (inclusive of the requirements and all work as noted in the Contract Documents, including delivery of FPL supplied materials, installation of FPL supplied materials on site, including 790 LF of 5-inch PVC conduit, fittings and appurtenances, electrical pull boxes one concrete transformer pad etc. located within the WTP site) | 790 | LF | 12.76 | 10,078.43 |
| 17 | FPL Electrical Power Infrastructure for Backup Well site No. 3 (inclusive of the requirements and all work as noted in the Contract Documents, including delivery of FPL supplied materials installation of FPL supplied materials on site, including 460 LF of 5-inch PVC conduit fittings and appurtenances, electrical pull boxes, once concrete transformer pad, etc. | 460 | LF | 16.70 | 7,679.70 |
| 21 | FPL Electrical Power Infrastructure along the WTP Access Road (inclusive of the requirement and all work as noted in the Contract Documents, including delivery of FPL supplied materials, installation of FPL supplied materials on site, including 460 LF of 5-inch PVC conduit, fittings and appurtenances, electrical pull boxes etc. located between Longleaf Pine Parkway and the WTP front gate along the access road) | 460 | LF | 14.62 | 6,723.36 |

NOTE : The total cost of the unit prices are to be included in the lump sum bid. The unit prices are for the purpose of billing JEA in a manner consistent with the original contract.

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:

Ferreira Construction Company, Inc.

2. Description of Services or Supplies provided by Vendor:

The original general contractor for the Consolidated Rivertown WTP Project stopped work on 7/20/23, and turned the Project over to the Surety (Liberty Mutual). Liberty Mutual (LM) obtained a bid (thru competitive bidding) from Ferreira for completion of construction of the Rivertown WTP, and LM negotiated a "tender agreement" with a payment to JEA for Ferreira for completion of construction of the Rivertown WTP. JEA & OGC have agreed on the "tender agreement" and payment.

Award #8 2/15/2024 Supporting Documents

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: _____

OR

Emergency Procurement - Please state which subsection of Section 3-113 above applies to this Emergency Procurement: 3-113(b). Completion of construction and full startup of the Rivertown WTP is urgently needed for providing water to JEA's customers


Brian R Phillips

Signature of JEA Business Unit Manager

2/9/2024

Date

Brian Phillips, Manager of Water Plant Projects

Name of JEA Business Unit Manager

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

TENDER AGREEMENT

THIS TENDER AGREEMENT (“Agreement”) is made this _____ day of January, 2024, between Liberty Mutual Insurance Company, Berkshire Hathaway Specialty Insurance Company (“BHSI”), and Arch Insurance Company (“Arch”) (collectively, “Liberty” or “Surety”) on the one hand, and the JEA (“JEA” or “Owner”) on the other hand. (Liberty and the JEA are sometimes collectively referred to in this Agreement as the “Parties”).

RECITALS

WHEREAS, JEA awarded and entered a contract with Williams Industrial Service, LLC (“Williams” or “Original Contractor”) to act as the general contractor for the construction of the Consolidated Rivertown WTP Project, Contract Number JEA10617 (“Project”), including the incorporated Solicitation and Response, which is referred to collectively herein as the “Original Contract.”

WHEREAS, at Williams’s request, Liberty, BHSI, and Arch issued a Performance Bond and a Payment Bond naming Williams as principal and JEA and St. Johns County as obligees, which bonds are numbered 019079734 (Liberty), 47-SUR-200177-01-0003 (BHSI), and SU1175024 (Arch), and each has a penal sum of \$14,697,198.63 (the “Penal Sum”).

WHEREAS, JEA claims that Williams defaulted on its obligations on the Project.

WHEREAS, Williams filed for bankruptcy protection in Case No. 23-10961 (BLS) pending in the U.S. Bankruptcy Court for the District of Delaware.

WHEREAS, Williams rejected the Original Contract in its bankruptcy case and the Bankruptcy Court has approved the rejection by order (Doc. 186).

WHEREAS, JEA has terminated Williams’ right to complete the Project and made demand on Liberty under the Performance Bond.

WHEREAS, the Bankruptcy Court entered an order (Doc. 187) granting Liberty’s request for relief from the automatic stay resulting from Williams’ bankruptcy filing to allow it to perform under both the Performance and Payment Bonds.

WHEREAS, JEA elected performance option (2)(B) under the Performance Bond.

WHEREAS, JEA and Liberty have jointly determined the lowest responsible bidder (defined below as the “Completion Contractor”), Liberty has arranged for a contract between the Completion Contractor and JEA, and Liberty will make available sufficient funds to pay the cost of Project completion less the balance of the Contract Price pursuant to the terms of this Agreement.

WHEREAS, without any further admission of fact or liability, the Parties have agreed to resolve JEA’s demand on Liberty under the Performance Bond on the terms set forth in this Agreement.

NOW THEREFORE, in consideration of the promises and the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

TERMS OF AGREEMENT AND RELEASE

1. **Recitals.** The Recitals set forth above are true and correct and incorporated herein by reference.

2. **Contract Balance.** JEA represents and warrants that the current Contract Balance held by JEA is \$5,910,313.22 (the “Contract Balance”), calculated as follows:

| | |
|--------------------------------------|--------------------------------|
| Original Contract amount: | \$13,668,198.63 |
| Approved Modifications/SWA’s: | \$360,593.00 |
| Less Payments: | <u>(\$8,118,478.41)</u> |
| Retainage: | \$557,564.05 |
| Contract Balance: | \$5,910,313.22 |

JEA will use the Contract Balance solely to pay for the completion of the Original Contract.

3. **Completion Contractor.** Liberty tenders, and JEA accepts, Ferreira Construction Co., Inc. as the Completion Contractor (“Completion Contractor”) to perform the remaining work under the Original Contract including the correction of latent defects in its own work and in the work of the Original Contractor and the fulfillment of all warranty obligations under the Original Contract JEA will directly contract with the Completion Contractor to perform the remaining work under the Original Contract (the “Completion Contract”) for the sum of \$9,389,000.00 (the “Completion Contract Sum”). **It is understood that Completion Contractor shall complete its work as an independent contractor, and not as an agent, employee, and/or servant of Surety.** The Completion Contractor will furnish to JEA a performance bond and a payment bond securing Completion Contractor’s obligations under the Completion Contract each with a penal sum equal to the Completion Contract Sum. JEA agrees that Completion Contractor has 240 days from JEA’s issuance of a notice to proceed to achieve substantial completion of the work under the Completion Contract, and 300 days from issuance of a notice to proceed to achieve final completion of the work under the Completion Contract.

4. **Payment to JEA.** Within fifteen (15) business days of receipt of an executed copy of this Agreement by all parties, Liberty will cause to be paid to the order of JEA, the sum of \$3,978,686.78 (the “Surety Payment”), which represents the difference between the Contract Balance and the Completion Contract Sum, plus \$500,000.00 to fully and finally resolve JEA’s claim for extra expenses and liquidated damages, to provide JEA with funds to complete the Original Contract. JEA acknowledges and agrees that its receipt and the clearance of the Surety Payment extinguish Liberty’s obligations to JEA for all alleged damages resulting from JEA’s

termination of Williams under the Original Contract, including any damages related to delays or extra expenses incurred as a result of Williams' default.

5. No Further Responsibility of Liberty. In the event of any default by the Completion Contractor under the terms of the Completion Contract, JEA will demand and look solely to the Completion Contractor and the Completion Contractor's performance and payment bond surety to perform their respective obligations, and JEA will make no further demands and assert no further liability related to the Original Contract upon Liberty. This includes, but is not limited to, claims for warranty work and correction of latent defects, and claims resulting from Completion Contractor's failure to achieve substantial or final completion within the timeframes established in Paragraph 3. Except as set forth herein, JEA expressly agrees that the payments provided for in this Agreement and made by Surety pursuant thereto constitute a full and complete satisfaction and discharge of any and all obligations or liability that Surety now has or might have in the future under its Performance Bond. Surety makes no warranties for work performed by anyone on the Project.

8. Release of Williams and Liberty. Upon the Parties' execution of this Agreement and JEA's receipt and clearance of the Surety Payment, JEA agrees that Williams and Liberty will have no further responsibility on the Project or obligation to complete or correct any work required to be performed or remaining to be performed under the Original Contract. JEA further agrees that Williams and Liberty will be, and hereby are fully, finally, and completely released, discharged, and exonerated of and from any and all claims, demands, causes of actions and/or obligations under the Original Contract or Liberty's Performance Bond. In the interest of resolving all matters relating to the Original Contract, and under the sound policy of law favoring the settlement of disputes, the Parties understand and agree that the Surety Payment constitutes and represents full and just consideration for and satisfaction of any and all claims by JEA against Williams or Liberty arising out of, related to, or incidental to the Original Contract or the Performance Bond. JEA, by acceptance of this Agreement and the Surety Payment irrevocably remises, releases, and forever discharges Williams, Liberty, and their respective officers, directors, employees, parent companies, sibling companies, insurers, reinsurers, agents, successors, assigns, and attorneys of and from all liabilities, obligations, promises, warranties, agreements, controversies, damages, liquidated damages actions, causes of actions, suits, rights, demands, losses, debts, expenses, attorneys' fees and claims, whether known or unknown, including any claims for latent defects, delays and/or disruptions, whatsoever in law and/or in equity under and arising out of or related to the Project, Original Contract, or Performance Bond.

9. Release of JEA. Except for its defenses to the Reserved Claims, Liberty, by acceptance of this Agreement and in exchange for the consideration herein, irrevocably remise, release, and forever discharge JEA of and from all liabilities, obligations, promises, agreements, controversies, damages, liquidated damages actions, causes of actions, suits, rights, demands, losses, debts, expenses, attorneys' fees and claims, whether known or unknown, including any claims for latent defects, whatsoever in law and/or in equity under and arising out of or related to the Project, Original Contract, and Performance Bond.

10. No Release Of Third-Party Claims Under Payment Bond. In no event shall JEA withhold any of the Contract Balance or Surety Payment from the Completion Contractor because

of or on account of any claims, liens, suits, or demands by any person or entity furnishing or alleging to have furnished labor, materials, and/or supplies to Williams. Subject to any limitations and defenses that may exist at law or at equity, and strictly subject to its penal sum, Liberty's Payment Bond remains in full force and effect as to proper claimants that furnished labor, services, materials, equipment, or supplies to or for Williams under the Original Contract before the date of Williams' default and up to the date of this Agreement. Nothing herein waives any rights, claims, or defenses that Liberty may have as to any claim under the Payment Bond. All payments properly made or to be made by Surety pursuant to its Payment bond shall be credited against the penal sum of the Payment Bond. Nothing in this Agreement constitutes a waiver of such penal sum or an increase in the liability of the Surety under the Payment Bond.

11. No Admission of Liability. The Surety Payment and promises set forth in this Agreement are not an admission of any fact or liability by any of the Parties.

12. Reservation of Liberty's Claims against Williams and Indemnitors. Nothing in this Agreement reduces, impairs, or diminishes Liberty's rights and claims against Williams or any indemnitor under any indemnity agreement, or applicable law, all of which are expressly reserved. Although the Parties believe that no other party has the right to any retainage withheld by JEA pursuant to the Original Contract, to the extent that Williams (or anyone claiming by or through Williams) claims a right to such retainage, Liberty agrees to defend, indemnify, and hold JEA harmless from and against any claims to such retainage; provided, however, that this shall not alter or amend Liberty's obligations or liability under the Bond. JEA further assigns its rights and defenses to such retainage to Liberty.

13. No Third-Party Beneficiaries. Except for the release of Williams contained in Paragraph 8, above, nothing contained in this Agreement creates any third-party beneficiaries nor confers any benefit or enforceable rights under this Agreement upon any person or entity other than the Parties to this Agreement.

14. General Provisions.

a. This Agreement contains the entire agreement between the Parties regarding the Project and supersedes any and all prior agreements, arrangements and/or understandings between the Parties relating to the Project.

b. The Parties and their signatories warrant that each has the power and authority to execute this Agreement.

c. The Parties have voluntarily executed this Agreement based upon their independent investigations. The provisions of the Agreement will be applied and interpreted in a manner consistent with one another so as to carry out the purpose and intent of the Parties, but if for any reason any provision is unenforceable or invalid, such provision will be deemed severed from this Agreement and the remaining provisions will be carried out with the same force and effect as if the severed portion had not been a part of this Agreement.

d. This Agreement constitutes the entire agreement between and among the Parties regarding the issues that are the subject of this Agreement. Any prior understandings or agreements, and any representations made by either of the Parties to the other not included or specifically addressed in this Agreement, are deemed to be merged herein and not binding as to the Parties as this Agreement constitutes the complete understanding and agreement between the Parties.

e. The Parties acknowledge that they have read, understand, and have had the opportunity to be advised by legal counsel as to each and every one the terms, conditions, and restrictions, and as to the effect of all the provisions of this Agreement. The Parties agree to the enforcement of any and all of these provisions and execute this Agreement with full knowledge of these provisions. If any provision of this Agreement requires judicial interpretation, the Parties agree that the court interpreting or constructing the provisions will not apply the presumption that the terms hereof be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the document.

f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

g. Each of the Parties confirms that it has not assigned any of its claims arising out of or in any way relating to the Project, the Original Contract, the Payment Bond, or the Performance Bond to any third person, firm, or entity.

h. The Parties agree to cooperate fully to execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force and effect to the basic terms, conditions, and intent of this Agreement.

i. The Parties agree to bear their own attorneys' fees and costs incurred in all matters that led to the entry of this Agreement.

THE SIGNATORIES ACKNOWLEDGE THAT THEY HAVE READ THE FOREGOING AGREEMENT, FULLY UNDERSTAND ITS TERMS AND CONDITIONS, AND AGREE TO BE BOUND BY ALL OF ITS TERMS AND CONDITIONS.

JEA

**LIBERTY MUTUAL
INSURANCE COMPANY**

By: 

By: _____

Printed Name: Jay C. Stowe

Printed Name: _____

Its: 25 January 2024

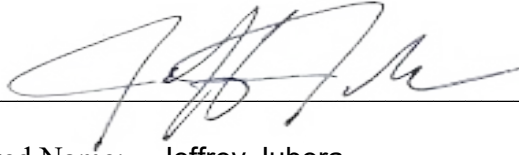
Its: _____

Date: _____

Date: _____

**BERKSHIRE HATHAWAY SPECIALTY
INSURANCE COMPANY**

ARCH INSURANCE COMPANY

By: 

By: _____

Printed Name: Jeffrey Jubera

Printed Name: _____

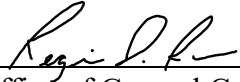
Its: V.P. - Surety Claims

Its: _____

Date: 01/26/2024

Date: _____

Form Approved by:



Office of General Counsel