Welcome to the

JEA. Awards Meeting March 28, 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 <u>JEA.com</u>, 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 Aileen Cruz by telephone at (904) 776-1911 or by email at cruza@jea.com if you experience any technical difficulties during the meeting.

				225 I	North Pearl St., Jac	JEA Awards March 28, ksonville, FL 3	2024	gea Room 1st Floor				
						<u>Teams Meetin</u>		-				
		in item for the TEA Arrest Course to	1. A		le te the Decoder Accordenties a commit	Consent A	0	All items on the Constant of the base	have a second by OCC. Parket and the P			
The Chief Procuremen	Officer offers the follow	Ting items for the JEA Awards Consent A						. All items on the Consent agenda have . . Please refer to JEA's Procurement Code,		siness Unit Vice President and Chief. The post	ng of this agenda serves as an official	
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 05/11/2023 Meeting	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
	Contract Increase	1411290046 - Management Consulting	Schepis	Black & Veatch Management Consulting, LLC	O&M	\$150,000.00	\$300,000.00	\$481,600.00				
	For additional informa	tion contact: Elaine Selders										
	JEA issued an Invitation	on to Negotiate to consulting firms for ad	hoc managemen	t consulting assignments for corporate an	d industry best practices, organization	and work-flow improvements	s, and utility specific focus a	areas and topics.				
		e Responses and the decision was made t rojects will be awarded as individual tasl		ntracts. The awarded companies will work	x as requested on management consult	ing projects and propose prici	ng based on the hourly rates	provided in their Responses and				
2	An agreement was exe \$130,000.00 in availab	cuted informally with Black & Veatch in le funds. On 2/01/2024 an award was ap ond task totaled \$161,600.00 and a graph	2/01/2024 - \$31,600.00	Five (5) Years w/One (1) - 1 Yr. Renewal One Renewal Remaining Start Date: 08/26/2023 End Date: 08/25/2028	Ν							
	This contract increase award to Black & Veatch in the amount of \$150,000.00 is for phase 2 of the Cybersecurity and Compliance Governance and Capability Assessment. The award amount is based on the contracted hourly rates and negotiated hours to complete the project. The new contract not-to-exceed amount will be \$481,600.00.											
For this task, JEA seeks to advance the maturity and effectiveness of the JEA Cyber Compliance Program. The deliverables that will be addressed are:												
	• Define Roles and Re	ogram Recommendations for Future State sponsibilities for CIP and Cyber Complia anizational Readiness for Change										
	The proposal pricing h	as been deemed reasonable and the estim	ated project com	pletion timeline is less than three months.	The proposal and previous award hav	ve been attached for reference.						
	Award Amendment	1411399646 - Engineering Services for North Grid THM Mitigation Project	Melendez	Hazen and Sawyer	Capital	N/A	\$1,175,771.00	\$1,175,771.00				
3		tion contact: Dan Kruck ing Services for the North Grid Trihalom	N/A	Start Date: 03/14/2024 End Date: 08/29/2029 (Project Completion)	N/A							
	support during startup.			singution project monutes, out is not min	teet to, developing a phot test plan and	a testing. Design of the projec	, pormang support, engine	services during construction, and				
	The contract was origi terms.	nally approved by Awards Committee or	a 02/29/2024. The	e award and contract term were inadverte	ndly set to a defined end date. This aw	ward amendment will set the to	erm as Project Completion,	as intended per the original solicitation				
						Consent Agen	da Action					
Committee Members in Attendance	Names			_				_				
Motion by:				7				7				
Second By:												
Committee Decision	ı											
					Consent	and Regular A	Agenda Signa	tures				
Budget	Name/Title											
Awards Chairmar	Name/Title											
Procurement	Name/Title											
Legal	Name/Title											

						JEA Awaro March 2	1, 2023				
				22	25 North Pearl St., J	acksonville, FL Teams Mee		gea Room 1st Floor			
						Consent	•				
The Chief Procure	ment Officer offers the foll	lowing items for the JEA Awards Consent A	Agenda. Any iten	n may be moved from the Consent Agenda intended decision for all recommended	to the Regular Agenda by a committee r actions for Formal Purchases as defin	member asking that the item be	e considered separately. All item	s on the Consent agenda have been appro efer to JEA's Procurement Code, if you wish	wed by OGC, Budget and the Business Unit Vice P to protest any of these items.	resident and Chief. The posting of this agenda	serves as an official notice of JEA's
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 05/11/2023 Meeting	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Contract Increase	124-19 Progressive Design-Build Services for the 1.0 MGD Water Purification Facility	Melendez	The Haskell Company	Capital	\$8,867,157.37	\$800,000.00	\$78,867,157.37	-		
2	For additional informa The scope of work for This contract increase to carry out the work a deemed reasonable by This increase request a	tition contact: Dan Kruck this contract includes the design, constructi is for the construction of one aquifer replen as a separate project, but site coordination a JEA project staff.	ishment well and nd timing dictated	e permitting process. JEA initially intended smpared to the internal JEA estimate and ith suitable soils. The cost of the unsuitable	10/14/2021 - \$5,223,357,00 1/17/2022 - \$5,105,646,00 08/17/2023 - \$58,870,997,00	Start Date: 02/11/2020 End Date: 06/30/2025	N				
	Request for Proposal (RFP)	1411368846 Design Services for the Circuits 817 and 858 North Jacksonville Area 138kV Transmission Loop	Melendez	Pickett and Associates	Capital	\$2,517,843.00	N/A	\$2,517,843.00			
3	Advertisel: 08/11/2023 Opened: 10/03/2023 Five (5) Proposals Received									Project Completion Start Date: 04/12/2024 End Date: 05/31/2029	Meskel & Assoc. 7%
	Invitation for Bids (IFB)	1411562446 - Westside Service Center Glove Lab and Administration Building	Phillips	Breaking Ground Contracting	Capital	\$2,300,625.00	N/A	N/A			
4	Optional Site Visit Me Bids Opened: 03/12/2 Three (3) Bids Receiv For additional informa The purpose of this In that will be located al updated lab, and a larg circuits and outlets, fit & FM, fire main with	nse Meeting: 02/02/2024, Four (4) Attende eeting: 02/05/2024, Two (2) Attendees 024	N/A	Project Completion Start Date: 04/01/2024 End Date: 12/01/2024	100%, the awardee is a certified JSEB \$2.346,000.00						
	Joint Project	JP-COJ-Sibbald Road Improvements	Melendez	Pars Construction Services	Capital	\$900,071.54	\$900,071.54	\$900,071.54			
5	The City of Jacksonvi construct its needed in of approximately 46 w The current 6-inch AC services from the mair This is a joint project :	lie (COJ) has a roadway/sidewalk/drainage provements concurrently with the COJ roa arear services and connections. All work to l " and 2-inch galvanized water mains are bey to the meter. solicitated by COJ as an Invitation for Bid [lowest bidder on the JEA portion, the Soli	dway construction be completed via yond their service IFB) under CP-0	N/A	Start Date: 04/01/2024 End Date: 02/14/2025	N/A					

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	Invitation to Bid (IFB)	1411543246 Purchase and Installation of Emergency Generators for Water/Wastewater - FY25	Phillips	Ring Power Corp ACF Standby Corp	Capital	Ring Power Corp - \$673,465.00 ACF Standby Corp - \$373,495.00	N/A	Ring Power Corp - \$673,465.00 ACF Standby Corp - \$373,495.00			(iv, and and a
6	The purpose of these or contained, automatic st will disconnect load fro aluminum generator se This solicitation was bi	ion contact: Dan Kruck ntracts is to obtain generator supply and ir andby emergency generator systems. The se m normal supply and connect load to emer enclosure, and all accessories necessary fo d for fifteen generators. After bid opening.	elf-contained eme gency generator. I or a complete and IEA reduced the b	at various locations for lift stations throug rgency electric system shall consist of an e foscied engine driven electric generator set ; operable installation. udget for generator purchases resulting in ndby Systems is being awarded two (2) ge	lectric generating unit, which upon inter shall be of the latest commercial type ar only five (5) of the originally solicited g	ruption of normal power from d design with all necessary sw generators being awarded. JEA	n transformer, will start automatic vitchgear, and controls. Vendor sh	ally and, by an automatic transfer switch, all furnish fuel tank, sound attenuated	N/A	Start Date: 04/01/2024 End Date: 06/01/2025	N/A
	Invitation For Bid (IFB) Advertised: 12/07/202:	1411535646 GPS & Telematic Mobile Office Equipment	Phillips,T	Access Wireless Data Solutions	Capital	\$920,983.20	N/A	\$920,983.20			
7	Bids Opened: 01/17/20 One (1) Bid Received For additional informat The purpose of this law Although the original b hardware. One supplic provided the best level The overall goal of GP and (3) achieve lower c sites and JEA. The dev This request for \$920,5	Start Date: 0221/2024 End Date: 0220/2027	N								
	Single Source	NGS - N01 A2/E2 Fuel Feeder Replacement Project	Melendez	UCC Environmental	Capital	\$591,750.00	N/A	\$591,750.00			
8	This project is proposed	EM to fabricate and replace the N01 A2/E2 I to replace the Northside Generating Statio	on Unit 1 - A2/E2	conveyor equipment. This includes the cor Fuel Feeder Drag Conveyors due to exces of the N01 A2/E2 rear wall fuel feeder cor	sive and irreparable equipment wear. T				N/A	Project Completion Start Date: 04/02/2024 End Date: 05/31/2025	Ν
	Single Source	NGS - N01 Grid Floor Nozzle Replacement Project	Melendez	FW North America Equipment Company, Inc.	Capital	\$1,620,000.00	N/A	\$1,620,000.00			
9	Study to determine if S target is <=45% boiler SHI-FW's Option 2 "fo	ion contact: Jason Behr 1 to replace the N01 grid floor nozzle asser umitomo SHI-FW latest standard "four ar load. Engineering Study determined the "fr ur arm" nozzle is a proprietary design and otential impact to the plant from emissione	N/A	Project Completion Start Date: 04/27/2024 End Date: 02/27/2025	Ν						
	Contract Increase	1410866446 JEA Electric Plant Valve Repair Services & Materials	Erixton	S-I Intermediate Holdings dba Floworks USA LP dba Severe Service Specialists	Capital, O&M	\$0.00	S-I Intermediate Holdings dba Floworks USA LP dba Severe Service Specialists \$490,000.00	S-I Intermediate Holdings dba Floworks USA LP dba Severe Service Specialists \$1,874,000.00 (No Change)			
				Control Southern, Inc.		\$913,000.00	Control Southern \$210,000.00	Control Southern, Inc. \$1,144,000.00	S-I Intermediate Holdings dba Floworks USA LP dba Severe Service Specialists 10/06/23 - \$49,000.00		
10	operated and air operat		S-I Intermediate Holdings dba Floworks USA LP dba Severe Service Specialists 10/23/23 - \$1,235,000.00 Control Southern, Inc. 12/13/2023 - \$21,000.00	Three (3) Year w/ Two (2) – 1 Yr. Renewals Start Date: 11/01/2022 End Date: 10/31/2025	Ν						
	For this increase, JEA i received a contract incr	s increasing the amount awarded to Contro ease in October 2023 and will not be recei	l Southern, Inc. b ving an increase a	y \$913,000.00 to cover the services require t this time.	ed for the remainder of the contract tern	n. The secondary supplier, S-I	Intermediate Holdings dba Flowe	rks USA LP dba Severe Service Specialists			

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11	The City of Jacksonvill relocated to prevent dis 04/14/2022.	ion contact: David King e (COJ) has a Design-Build project to replace the bridges ruption to our customers and delays to the project. COJ re	ceived two proposals for this Design-Build R	FP and selected Hal Jones Contractor a	s the most qualified to perform	the work. COJ entered into a co	ntract with Hal Jones Contractor on	04/18/2023 - \$1,144,351.00 08/16/2023 - \$127,391.00	Project Completion (Expected: December 2025)	NA
	and relocation of new w	subsequent amendments covered the design and construct rater mains out of conflict with COJ's proposed bridge wo	ion services associated with utility relocation k. This amendment is needed in order to mai	i for the King St. bridge. I his amendme intain water service to JEA's customers	int request is for the stockton S with limited interruptions. The	e cost proposal was compared to p	onsisting of constructing a new lift station bast projects and deemed reasonable.			
	Contract Increase	1411269846 JEA Circuit Imeson Substation 26kv Circuit 493 Substation Breaker and Cap Bank Addition	Powerserve Technologies Inc.	Capital	\$55,161.00	\$273,229.00	\$328,390.00			
12	recently experienced the installation of a 26kV S The contractor found se new design and materia	ion: Jason Behr in the construction of Imeson 493, which will serve custor renal overloading which is a violation of the distribution (CADA controlled distribution capacitor bank which will veral design flaws where electrical elearances weren't met is as well additional labot. Contractor ran out of work du ed. Substation yard severely lacked a layer of rock for saf	Janning criteria. This project has been design improve station power factor. which required new design and materials. A to the next allowed outage being -1 month	riolations. This project will also result in the ad during a planned outage and required	N/A	Project Completion Start Date: 10.01.2023 End Date: 04.05/2024	N			
13	placement, moderate co and as large as or larger Four vendors were shor	cived listed	a fill to another site. The tickets performed us ng, water meter box installation and seeding. 2024. BAFO responses were received from the	re footage jobs, as few as 10 square feet	NA	Start: 04/01/2024 End: 03/31/2029	100% - The awardee is a certified JSEB firm			
14	placement, moderate or and as large as or larger Four vendors were shor	cived listed	a fill to another site. The tickets performed un ng, water meter box installation and seeding. 2024. BAFO responses were received from the	re footage jobs, as few as 10 square feet	N/A	Start Date: 04/01/2024 End Date: 03/31/2029	100%, the awardee is a certified JSEB			
	or 0.276. The data prior	ng oo ule mgiloo chulullee relate ne compared o curr			Leidos Engineering LLC - \$671,594.63	Leidos Engineering LLC - \$406,000.00	Leidos Engineering LLC - \$1,471,818,43			JSEB Optional
15	Contract Increase	1410611046 - Engineering Services Melendez Substations	Leidos Engineering LLC Chen Moore & Associates, Inc. Worley Group, Inc.	Capital	50/1,594.03 Chen Moore & Associates Inc \$1,574,557.00 Worley Group, Inc No Change	S400,000.00 , Chen Moore & Associates, Inc \$1,015,000.00 Worley Group, Inc \$609,000.00	Chen Moore & Associates, Inc \$2,589,557.00 Worley Group, Inc \$609,000.00 (No Change)	06/14/2023 Leidos Engineering LLC - \$203,000.00	Three (3) Year w/ Two (2) 1-Yr. Renewals Start Date: 11/01/2022	Chen Moore & Associates, Inc. ~ 7% Meskel & Associates Engineering, PLLC ~ 5% VIA Consulting Services, Inc. ~ 2%
15	Contract engineers are t engineering is a very sp Originally, JEA funded	V272022 ion contact: Jason Behr needed to supplement the design process for short periods cullized area; Herefore, JEA requires companies who ha the contract based on engineering estimates for projects k to budget originally, new projects have been identified th	L.	12/14/2023 Leidos Engineering LLC - \$191,223.80	Start Date: 11/01/2022 End Date: 10/31/2025	Worley Group, Inc. ~ 6% Prosser ~ 6% Leidos Engineering, LLC ~ 5% CSI Geo, Inc 1% Alpha Envirotech Consulting, Inc. ~ 1% Smith Surveying Group - 3%				

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)
	Request for Proposal (RFP)	1411480246/ General Engineering Services - Electric Generating Plants	Melendez	BLACK & VEATCH CORPORATION BURNS & MCDONNELL ENG CO, INC. ENERCON SERVICES, INC.	Capital , O&M	\$2,318,400.00 \$772,800.00 \$772,800.00	NA	\$3,864,000.00			Y
16	The purpose of this Re	• Meeting: 11/01/2023 ticipated /21/2023 cecived tion contact: Eddie Bayouth quest for Proposal was to solicit proposals f		seering Services for the Electric Generating				expertise in the operations, maintenance,	NA	Three (3) Years w/ Two (2) – 1 Yr. Renewals Start Date: 04/01/2024 End Date: 03/31/2027	Black & Veatch (Meskel & Associates Engineering - 5% - \$115,920.00) Burns & McDonnell (TRC Energy Engineering, LLC - 5% - \$38,640.00) Enercon (Smith Surveying Group, LLC -
	Engineering, Co. and I doing business with JE Black & Veatch had th	Enercon Services, Inc. By selecting three (3 A for the first time. he most competitive pricing. They maintain) engineering fin ed CY2023 pric	g to contract. JEA assigned 60% of the cont ns, JEA will have the flexibility to assign th ing, and their current pricing has only increa nercon's pricing could yield savings over the	ed for JEA in the past while Enercon will be			1% 57,728.00) (CSI Geo, Inc 2% - \$15,426.00) (AE Engineering, Inc 2% - \$15,426.00)			
	Piggyback	GRU Contract # 2021-005(1) for Wire and Cable part numbers CAIUS007, COBAA023, CAIUS002, CAIUS003, COBAA020	Phillips	Stuart Irby	Inventory	\$522,572.38	N/A	\$522,572.38			
17	potential savings of \$6 their contract so we wi	to piggyback off the GRU contract pricing the 2,268.95 over the next six (6) months. The	plan is to piggyb	butor Stuart Irby adding them as a secondar ack until we are able to competitively bid th parts are on the Irby contract (14 parts). We	cing that was found. Irby will not extend	N/A	05/1/2021 - 4/31/2025	N			
						Consent Age	nda Action				
Committee Members in Attendance	Names	Ted Phillips		, _	Laura Schepis	L	,	Tony Long			
Motion by:	Laura S	Schepis									
Second By:	Tony L	ong									
Committee Decision	Approv	ved									
		0				t and Regular	Agenda Signat	tures			
Budget	Name/Title	Stephanul M.	Maly								
Awards Chairman	Name/Title	Theodore	. 8	Phillips C wie	FO						
Procurement	Name/Title	JUNAN	<u>m</u>								
Legal	Name/Title	Rebecca	La	evie							

EXHIBIT A REQUEST FOR SERVICES

CONSULTING SERVICES AGREEMENT

Between

JEA ("Client")

And

Black & Veatch Management Consulting, LLC ("Consultant")

Pursuant to the terms and conditions of the Management Consulting Contract executed and made effective as of the 18th day of March 2023, between **JEA** ("Client") and Black & Veatch Management Consulting, LLC ("Consultant") (JEA CONTRACT # 11601), Client hereby requests Consultant perform and Consultant agrees to perform the following Services:

Effective Date: This Exhibit A will be effective on March 18, 2024.

A. <u>Requested Services</u>:

Cyber Compliance Phase 2.

This project is to advance the maturity and effectiveness of the JEA Cyber Compliance Program. The issues that will be addressed are:

- 1. Task 1: Develop Training Program Recommendations for Future State Cyber Compliance
 - a. Objectives:
 - i. Develop JEA Cyber Compliance Training Recommendations including defining learning objectives to ensure future training is role-specific for JEA staff with direct compliance responsibilities
 - b. Activities:
 - i. Review existing training
 - ii. Define future state training objectives
 - iii. Review existing vendors of computer-based NERC CIP and Cyber Compliance trainings
 - iv. Provide recommendations to revamp training to advance beyond compliance awareness to rolespecific training
 - c. Deliverables:
 - i. Compliance Training Recommendations Report (MS PowerPoint)
- 2. Task 2: Define Roles and Responsibilities for CIP and Cyber Compliance
 - a. Objectives:
 - i. Redefine Compliance Roles and Responsibilities across TS and Compliance
 - b. Activities:
 - i. Review existing job descriptions
 - ii. Develop future state job descriptions around the "Three Lines of Defense" approach
 - iii. Review existing scope for virtual Chief Information Security Officer (vCISO) and develop recommendations for an outcomes-based approach to ensure closer coordination with JEA goals. Review Technical Services Capabilities relative to CIP Compliance; assess CIP Compliance awareness and develop recommendations to inform future training needs as input to overall training recommendations.
 - iv. Review recommendations from Scott Madden on Technical Services on Organizational Design with deep focus on future operating model for CIP Compliance
 - v. Establish roles and responsibilities within Compliance and the Water/Wastewater Group to enable standing-up a compliance capability in advance of forthcoming rules and regulations.
 - vi. Review roles, job descriptions and capabilities within Energy Services to confirm a JEA-unified approach to compliance across all business units and apply best-practices from JEA Energy Supply into overall recommendations
 - c. Deliverables:
 - i. CIP Compliance Roles and Responsibilities Definition Report (MS PowerPoint)
- 3. Task 3: Ensure Effective Organizational Readiness for Change
 - a. Objectives:
 - i. To ensure recommendations to the future state compliance program are sustainable, effective, develop the organizational change readiness management plan to build stakeholder alignment, support a smooth transition and long-term acceptance.
 - b. Activities:

- i. Conduct change impact assessment to identify potential areas of resistance or lack of clarity
- ii. Develop the change management plan, including communications plan to support realization of defined future roles and responsibilities
- c. Deliverables:
 - i. Work with JEA's Change Management Organization to identify means to communicate ne processes and procedures
- B. <u>Commencement Date</u>: March 18, 2024

C. <u>Fees, Travel & Expenses</u>:

The Consultant will perform the consulting services on a lump-sum basis for a total fee of \$143,000 excluding any travel expenses. Travel is estimated at \$7,000.

Travel and other related expenses must be approved in writing before any travel is booked or expensed. Travel will be paid in accordance with JEA's Travel Policy, attached as Appendix C – JEA Travel Contractor Travel Policy.

Project Staffing, hourly rate, and estimated hours:	

Description of Services – Tasks Assigned	Hours	Position Weighting	Hourly Rates	Fees
Principal/Lead Consultant	42	9%	\$360	\$15,120
Senior Consultant/Project Manager	300	68%	\$350	\$105,000
Researcher/Analyst	102	23%	\$225	\$22,880
	484	100%		\$143,000
-	\$7,000			
			Total	\$150,000

Payment Terms: Invoices are due Net 30.

D. <u>Estimated Cost of the Services</u>:

Grand Total	\$150,000.00
Travel & Expenses Not To Exceed:	\$ 7,000.00
Services:	\$143,000.00

- E. <u>Estimated Completion Date</u>: June 5, 2024
- F. <u>Monthly Billing</u>: Commencing on or about the first day of the calendar month following execution of this Agreement, and monthly thereafter, Consultant shall furnish Client with an invoice covering the Reimbursable Costs and Fee for services provided during the previous month and any interest due under this Agreement. Invoices may be submitted electronically by email to **ACCTPAYCUSTSRV@JEA.COM**. In such event, the electronic copy of the invoice will be considered the official invoice and will not be followed by a hard copy invoice. Notwithstanding any other provision of the above-referenced Agreement, or this Exhibit A, Consultant is under no obligation to submit any deliverable if any invoice is more than 45 days outstanding.
- G. <u>Method of Payment:</u> Payments to be made to Consultant under this Agreement shall be electronically transferred either by ACH, specifically in CCD+ or CTX format, or wire transfer to the bank account and in accordance with the bank instructions identified in Consultant's most recent invoice in immediately available funds no later than the payment due date. Invoice number and project name shall be referenced in the bank wire reference fields or the ACH addenda information.

For Independent Engineer personnel approved by Client that ultimately remain on the assignment for more than 1-vear an increased tax burden pursuant to home and work jurisdiction tax laws may arise. Client will be responsible for, and will pay, all such increased expenses related to federal, state and local tax assistance provided by Independent Engineer to the affected Independent Engineer personnel, as well as any increased tax and compliance costs incurred by Independent Engineer personnel. Application of the appropriate tax rules will be determined by B&V. The charges will be billed, when appropriate, with the travel and living expenses affected and incurred in the performance of the Services detailed in this SOW. Should Client be required under any law or regulation of any governmental entity or authority, domestic or foreign, to withhold or deduct any portion of the payments due to Independent Engineer, then the sum payable to Independent Engineer shall be increased by the amount necessary to yield to Independent Engineer an amount equal to the sum it would have received had no withholdings or deductions been made. Independent Engineer will notify you at least thirty (30) days in advance of any resource reaching his or her twelfth month of being staffed under this Exhibit or in the event that staffing of any particular resource may give cause for additional taxes or other charges to be assessed. You have the right to request that any resource that has or may exceed twelve months of Services under this Exhibit be replaced with a resource with similar skill sets to continue to perform the Services under this Exhibit. Such request will not be unreasonably denied by Independent Engineer. These compensatory charges are typically related to direct expenses that a Independent Engineer consultant may incur while remaining in the same work location for more than 12 months. With prior notice and approval from Client, any tax compensatory charges will be passed through to Client as expense line items.

H. <u>Disputes</u>: In the event Client disputes any invoice item, Client shall give Consultant written notice of such disputed item within 10 days after receipt of such invoice and shall pay to Consultant the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of eighteen percent per annum, or the maximum amount allowed by law if less, from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due. In the event Consultant refers this Agreement to a third party for collection or enforcement of its terms, Consultant shall be entitled to reimbursement for all costs and expenses incurred, including a reasonable attorneys' fee. In the event that Client has an unpaid invoice over 50 days past due, Consultant may, in addition to all other remedies available at law and equity, terminate this Request for Services.

This Request for Services and the above-referenced Agreement constitute the complete understanding of the parties with respect to the Services specified herein. Terms and conditions contained in purchase orders, work orders, or other documents issued by Client with respect to the Services shall be of no force and effect.

IN WITNESS WHEREOF, the parties have executed this Request for Services on the date(s) indicated below.

JEA	BLACK & VEATCH MAI	NAGEMENT CONSULTING, LLC
Ву:	By:	
By:(Printed)	By:(Printed)	
Title:	Title:	
Date:	Date:	
	Legal Approve	d Approved
	Reviewe	ed Date

Date

Appendix C - JEA Contractor Travel Policy



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

	Consent Agenda											
The Chief Procuremen	ent Officer offers the follo	wing items for the JEA Awards Consent A	genda. Any ite notice of JE	n may be moved from the Consent Agene A's intended decision for all recommende	da to the Regular Agenda by a committed actions for Formal Purchases as do	tee member asking that the ite fined by Section 3-101 of the	m be considered separately. A e JEA Procurement Code. P	All items on the Consent agenda have b lease refer to JEA's Procurement Code, if	even approved by OGC, Budget and the Business Un fyou wish to protest any of these items.	nit Vice President and Chief. The posting of t	his agenda serves as an official	
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 05/11/2023 Meeting	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
	Contract Extension	1410196646-On-Road Residential Electrification Program and Strategy	Pope	Sagewell, Inc.	0&M	\$300,235.00	\$298,429.00	\$1,847,899.00	_			
2	efforts with the primary (4%) percent increase fi The total amount shown	on contact: 225.00 in additional funds for a five (5) purpose of increasing JEA's net revenue: on current monthly program fees. i is based on a five (5) month participation month extension is being done to align w	This extension	shall maintain the scope changes previous s costs for IT support shall remain consta	sly approved by the Awards Committee	e. The general administrative f	fees (monthly program fee) for	this extension shall include a four	08/12/2021-523,386.00 One (1) Year w/Two (2)-One (1) Yr. 03/17/2022-5455,175.00 Begin: 05/01/2021 05/18/2023-\$770,674.00 End: 09/30/2024 No renewals remaining			
	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				
3	For additional information contact: Angel Iosua 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"). 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 JEL 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.								N/A	One (1)Year with No Renewals Start: 07/26/2023 End: 07/25/2024	Ν	
	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				
4	This IFB is for the Insta	9/2024		cludes demolishing an existing concrete to	ansformer pad and installing a new pa	d, oil containment, conduit, ce	ables, AC panel, AC breakers,	bus-work, jumpers, and terminations	N/A	Project Completion Start Date: 01/20/2024 End Date: 01/31/025	Ν	
	The bid is 21% higher t	han the business unit estimate. However, §	given that the no	ext lowest bid is 36% higher than the bus	iness unit estimate, the C and C Power	line bid of \$384,082.60 is dee	med reasonable.					
	Contract Increases	01-20 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				
5	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.	

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	Invitation to Negotiate (ITN)	1411290046 - Management Consulting	Selders	Black & Veatch Management Consulting, LLC	O&M	\$31,600.00	\$300,000.00	\$331,600.00			
6	JEA is seeking consult JEA is procure the We The team evaluated the hours. The projects wi An agreement was eve 3170,000.00, which le This task to Black & V Specifically, JEA Seeki • Long Lead Time rela • Separating Capital In • Analyze current proc • Compare with Indust	I be awarded as individual task orders. uted informally with Black & Veatch in à \$130,000.00 in available funds. eatch in the amount of \$161,600.00 is fo to Analyze, Improve and Compare/Sugg	uration, quality, j o award four con- the not-to-exceed cused on analyzi cest Industry best is, Business Proc lese areas, Sugg	provided in their Responses and estimated	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				
	Joint Project	COJ-Collins Rd-Blanding Blvd to Pineverde	Melendez	OSIRIS 9 Consulting	Capital	\$342,640.00	N/A	\$342,640.00			
7	The City of Jacksonvill construct its needed in COJ issued RFP P-45- COJ entered into a con The scope of work for life and will be upgrad	provements concurrently with the COJ rc 19 for Professional Engineering Services i tract with Osiris 9 Consulting on 04/20/2 IEA's portion of the project includes the r d/replaced with new PVC pipe (open cut	ad construction, for Collins Road 023. elocation of the o - approx. 5,350	nt on Collins Road from Blanding Blvd to to ensure roadway restoration costs by JE Reconstruction from Blanding Blvd to Pin xisting sewer force main with a direction LF of PVC) which will also include a dire ximately 14% below JEA's estimate and o		NA	Start Date: February 2024 End Date: April 2025 (Est. Project Completion)	Ν			
	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		One (1) Yr. w/ Two (2) - One (1) Yr. Renevals	
8	For additional informa The purpose of this rer JEA's general plan is to emergency storm supp	ion: Kenny Pearson ewal is to continue contract support of th pemploy three to five crews on a forty ho	ur a week/time a ted to, urban, sul	nagement services contractor to provide so nd equipment rates (T&E) basis to provid urban, and rural environments, work with imum quantities are guaranteed.	08:02/2022 - \$129,207.00 10:06/2022 - \$\$72,466.70 04:06/2023 - \$1,323,458.00	Start: 02/01/2022 End: 01/31/2025 No Renewals Remaining	Ν				
	There is an annual CPI	increase associated with each renewal at	the anniversary,	the CPI increase for this work will be a 3							

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	Emergency/ Ratification	Single Phase Pad-mounted Transformers	McElroy	International Electric Co, Ltd	Inventory Blanket	\$6,107,290.00	NA	\$6,107,290.00			
9	Korea. These transfor	tion: Eddie Bayouth tification is to formalize the award commi mers were ordered in January and Februa ansformer strategy to mitigate the risk of r	ry of 2023 and w	ere received in December of 2023. The I	EC transformers had a considerably	shorter lead time than our currer	nt domestic manufacturers and	d were ordered as part the overall single	NA	One Time Purchase, already received.	Ν
	Emergency/ Ratification	Single Phase Pad-mounted Transformers	McElroy	KBS Electrical Distributors, Inc.	Inventory Blanket	\$876,188.60	NA	\$876,188.60			
10	distributor, KBS Elect	tion: Eddie Bayouth tification is to formalize the award commi rical Distributors, Inc. These transformer the overall single phase pole- mounted tra	s were ordered in	June of 2023 and have an expected deliv	ery date of 03/18/2024. The Romag	nole transformers had a consider	rably shorter lead time than ou	magnolo in Brazil, through their US re current domestic manufacturers and	NA	Project Completion Start Date: 06/09/2023 Start Date: 03/18/2024	Ν
	Single Source	Spot Buy Substation Circuit Breakers GCBAR002	McElroy	Mitsubishi Electric Power Products, Inc.	Inventory	\$573,425.00	N/A	\$573,425.00			
11	products possess. Cur breakers for planned 7	tion: Eppie Green for an immediate inventory purchase of fr renetly, lead time for the breakers is one h l'ransmission OCB Replacement and New its is approximately 7% higher than the la	undred and fifty Substation Proje	(150) weeks. This short term purchase wi cts. Procurement and the business are cur	Il ensure JEA's forecasted needs are a rently in the planning stages for this	met while JEA conducts a solicit holistic substation circuit break	ation to establish a long term er formal bid.	cal facets that only the Mitsubishi contract to adequately supply circuit	N/A	One-time purchase, expected delivery 12/18/2026	Ν
	Request for Proposal (RFP)	1411404246 Beacon Hills WTP Improvements	Melendez	McKim & Creed	Capital	\$788,851.00	N/A	\$788,851.00			Five Percent (5%) Evaluation
12	This scope of work is services (services duri This solicitation result commitments.	ceived	ge via contract a gh JEA sought to	mendment).	of the due date and with inquiries to	other capable engineering firms	. Several firms declined to par		N/A	Start Date: February 2024 End Date: February 2025 (Est. Project Completion)	Evanlily Engineering (Electrical Engineering) - 11.66% Smith Surveying Group (Survey) - 5.77% Meskel & Associates Engineering (Geotechnical Engineering Services) - 1.20%
	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			
13	Deferred	·	1	·			·		N/A	Start Date: 02/22/2024 End Date: 08/29/2029	Four Waters Engineering (Civil) - \$10,450.00

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Consent Agenda Action													
Committee Members in Attendance	Names	Ted Phillips	5	,David Em	anuel		<u>, L</u> aura	Schepis					
Motion by:	Laura Schepis												
Second By:	David Emanuel												
Committee Decision	Approv	ed											
Consent and Regular Agenda Signatures													
Budget	Name/Title	Stephanul M Rea											
Awards Chairman	Name/Title Theodore B Phillips CFO												
Procurement	Name/Title	STONNAIN											
Legal	Name/Title	Rebecca Lai	rie										

Award History	Awards	Tasks	Available Funds
Original Informal Award 8/22/23	\$300,000.00		\$300,000.00
Task #1 Phase 1 Compliance		\$170,000.00	\$130,000.00
Contract Increase 2/01/24	\$31,600.00		\$161,600.00
Task #2 Supply Chain		\$161,600.00	\$0
Contract Increase 3/28/24	\$150,000.00		\$150,000.00
Task #1 Phase 2 Compliance		\$150,000.00	\$0
Total amount after 3 awards	\$481,600.00	\$481,600.00	\$0