

# Welcome to the

## **JEA** Awards Meeting

**November 14, 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](http://JEA.com), public comments by e-mail must be received no later than 9:00 a.m. on the day of the meeting to be read during the public comment portion of the meeting.

Please contact **Aileen Cruz** by telephone at **(904) 776-1911** or by email at **[cruza@jea.com](mailto:cruza@jea.com)** if you experience any technical difficulties during the meeting.

**JEA Awards Agenda**

**November 14, 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	Business Unit Estimate	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 11/07/2024 Meeting	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	Invitation for Bid (IFB)	1411691846 - Solicitation for Residential Water Meters	Phillips	Badger Meter Sensus, USA	Inventory	N/A	\$21,060,358.80 \$12,984,349.20	N/A	\$21,060,358.80 \$12,984,349.20	N/A	Three (3) Years w/Two (2) 1- Years Renewals Start Date: 12/01/2025 End Date: 11/30/2028	N/A
		<p>Advertised: 06/27/2024 Open: 08/20/2024 Two (2) Bids Received Badger Meter \$30,086,226.91 - 70% = \$21,060,358.84 Sensus USA \$43,281,164.00 - 30% = \$12,984,349.20</p> <p>For Additional Information Contact: Marline McDonald</p> <p>JEA issued an Invitation for Bid (IFB) to select a Vendor (s) that can provide Residential Water Meters for JEA Inventory Stock.</p> <p>JEA received bids from the two approved suppliers by JEA Standards. The selection of Sensus and Badger products was based on a thorough testing process conducted at the JEA Water Lab. After initial evaluations, these meters were deployed in the field for a minimum of six months to assess their performance under real-world conditions. Following this period, they were returned to the water shop for further testing to evaluate their accuracy. Several different supplier's meters have been tested over the last six years, however, no additional vendors were considered due to their meters failing to meet the standards set by the American Water Works Association. Testing will continue on new meters as suppliers submit them for testing in an attempt to add approved meters to the Standards list.</p> <p>JEA holds two contracts currently with these vendors and has seen increases that were approximately 10% year over year.</p> <p>When comparing pricing to the current contract to the bids received, there is a 6% increase which is lower than the Consumer Price Index (CPI) of approximately 8%, and past increases of 10%, so JEA has deemed pricing reasonable.</p>										
3	Contract Increase	103-16 Engineering Services for District II 10800 Key Haven BV. Class III/IV	Melendez	McKim & Creed	Capital	\$135,876.00	\$135,876.00	\$156,810.00	\$827,016.50	12/19/2017 - (\$7,849.00) 06/06/2018 - \$50,839.00 06/30/2018 - \$17,790.00 01/30/2019 - \$141,730.50 05/11/2023 - \$331,820.00	Project Completion Start: 04/28/2017 End: 01/27/2026 (Estimated)	N/A
		<p>Last Awarded: 05/11/2023 For additional information contact: Ella Bryant</p> <p>The scope of work for this contract includes the preliminary design, final detailed design, bid phase support, services during construction, and acceptance testing for Key Haven, Natalie, Wingate and Woodley Creek pump station projects. The projects were put on hold in August of 2021 to study the capacity issues facing the system in the project area. The Awards Committee approved a contract increase in May of 2023 to restart the design of the pump stations to address the issues discovered during the study. The design of the Woodley Creek pump station has progressed to the point that JEA can determine the correct amount of services during construction (SDC) that will be needed.</p> <p>The purpose of this amendment is to authorize McKim &amp; Creed to provide SDC for the Woodley Creek pump station. The services include a pre-construction meeting, construction progress meetings, review of shop drawings, manufacturer O&amp;M manuals, RFIs, and change orders, startup and commissioning, substantial completion and final walk-throughs, and produce construction record drawings.</p> <p>The hourly rates are the same as approved in the May 2023 amendment. The fee has been reviewed by project staff and deemed reasonable compared to past and current projects.</p>										
4	Piggyback	VMWare Server Virtualization Licenses, Support, and Consulting	Datz	Netsync Network Solutions, Inc.	O&M	N/A	\$1,285,857.00	N/A	\$1,285,857.00	N/A	Three Years (3) w/no renewals Start: 12/1/2024 Finish: 11/30/2027	N
		<p>For additional Information Contact: Angel Iosua</p> <p>JEA has been using VMware as the JEA standard for its virtualization platform since 2007. This platform provides JEA with server virtualization which improves the efficiency and availability of IT resources and applications within the corporate data center and critical control systems. It provides significant cost savings by reducing hardware requirements and improving server efficiency. JEA has chosen VMware for Server Virtualization as it is the most trusted virtualization platform, the best platform for business-critical applications and helps drive a lower total cost of ownership (TCO) than other hardware and virtualization models. JEA's virtual server infrastructure has continued to expand, and VMware is the backend software that provides the foundation of this growth. The platform is also a critical component in the move to a fully hybrid data center approach to increase resiliency of technology solutions.</p> <p>In 2023-2024, Broadcom completed the acquisition of all VMware products and transitioned all retained products to subscription-based licensing for ongoing solution upgrades and support. This change has resulted in an increased price of \$289,521.32 per year compared to the previous purchase made five years ago.</p> <p>As a result, we propose awarding a three-year, annually billed agreement to Netsync Network Solutions, Inc., an authorized reseller of Broadcom. The agreement, valued at \$428,619.00 per year, covers licensing and support for the JEA VMware platform environment, totaling \$1,285,857.00 for the entire contract duration.</p> <p>The business unit explored the difference in costs between a 3-year and 5-year contract term, but were unsuccessful in obtaining additional discounts for a 5-year term.</p> <p>This contract piggybacks off of NASPO Contract No: 43230000-NASPO-16-ACS/ AR2472 with a contract term of 10/14/2016 to 09/15/2026.</p>										
5	Contract Increase	067-15 -Spring Park Pump Station	Melendez	J. Collins Engineering Associates	Capital	N/A	\$41,890.00	\$297,703.00	\$641,485.00	10/04/2018 - \$161,705.00 09/19/2019 - \$63,914.00 07/20/2021 - \$11,073.00 04/06/2023 - \$65,200.00	Project Completion Start Date: 09/15/2016 End Date: 10/30/2025 (Estimated)	Y J. Collins Engineering Associates is in JSEB status for this project
		<p>Last Awarded: 04/06/2023 For additional information contact: Marline McDonald</p> <p>The scope of work to be performed consists of preliminary design, final detailed design, bid phase, engineering support services during construction, and acceptance testing for the 4511 Spring Park Road Pump Station Rehabilitation. Design of the pump station was originally awarded in September 2016. JEA then delayed the design while resiliency standards were evaluated. JEA finalized the resiliency standards, odor control methods, and re-started the design process in September of 2019.</p> <p>The construction for this project was originally awarded to Williams Industrial Services on 03/11/2021. Williams Industrial stopped work on the project on 07/20/2023, and subsequently declared bankruptcy. On 08/01/2024, JEA awarded Petticoat Schmitt Civil Contractors, Inc. a contract to finish the remaining construction work. The delay caused by the Williams Industrial contract termination has caused a need for additional services during construction for the engineer of the project.</p> <p>This award request is for a contract increase for an additional eight (8) months of services during construction required for the successful completion of the project, including but not limited to the following: attendance at monthly meetings and responding to RFIs submitted by the contractor. This also includes conducting periodic on-site inspections during the final stages of construction to ensure compliance with the original, conformed plans and specifications. It also includes any approved modifications, review and approval of the final start-up documentation prepared by the contractor, conducting substantial and final completion inspections, review and approval of new or modified O&amp;M manuals and other final construction documents. Lastly, review and approval of contractor-submitted final as-built drawings for accuracy and conformance to JEA water and wastewater standards section 501, provided record drawings based on original engineer conformed documents and as-builts prepared by the contractor, and review any minor changes to the plans or revised shop drawings ensuring they are consistent with project requirements and standards.</p> <p>The hourly rates remain the same as previous amendments. The fee for this amendment has been reviewed by JEA project staff and deemed reasonable compared to past projects.</p>										

**Consent Agenda Action**

<b>Committee Members in Attendance</b>	<b>Names</b>	
Motion by:		
Second By:		
Committee Decision		

**Regular Agenda**

Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Award Amount	Business Unit Estimate	Original Award Amount	New Not-to-Exceed	Amendments	Term	JSEB Participation (Y/N) If Y, then list company name(s) (% , \$ - awarded)	Action
1	Single Source	CGI Field Management System (FMS-CAD) Software Support	Selders	CGI Technologies and Solutions Inc.	\$1,196,593.00	#REF!	N/A	\$1,196,593.00	N/A	Three Years (3) w/no renewals Start Date: 12/1/2024 End Date: 11/30/2027	N	<p><b>Motion by:</b></p> <p>_____</p> <p><b>Second by:</b></p> <p>_____</p> <p><b>Committee Decision:</b></p> <p>_____</p>
<p>For additional Information Contact: Angel Iosua</p> <p>In January 2024, JEA worked with CGI Technologies and Solutions to modernize its Field Management System (FMS). The last major upgrade was in 2012, and the project updated JEA's software to the latest version of CGI's OpenGrid products: OpenGrid Workforce/OpenGrid Field and OpenGrid Network. This included upgrades from PragmaCAD and PragmaLINE to version 7.x of OpenGrid software.</p> <p>The project scope encompassed implementing JEA's business enhancements and developing new configurations and functionalities, re-engineering CAD dispatch events, and introducing new business enhancements. CGI's FMS PragmaLINE and now OpenGrid are JEA standards, with CGI being the sole implementer.</p> <p>This request is for a single-source award for CGI Prima Software Support and Maintenance, for three (3) years from December 1, 2024, to November 30, 2027, totaling \$1,196,593.00 with CGI Technologies and Solutions Inc. The terms and conditions align with JEA needs but the cost has increased due to a \$25,000 fee for the new OpenGrid Insights License and support, along with a 3.0% CCPI index adjustment for each year for the term of the contract. The increase also included an additional feature such as a new reporting module.</p> <p><b>DISCUSSION/ACTION:</b> <b>DISCUSSION/ACTION PARTICIPANTS:</b></p>												
2	Single Source	Fulton Cut Towers	Melendez	Valmont Utility	\$16,624,140.00	N/A	N/A	\$16,624,140.00	N/A	One-Time Purchase	N/A	<p><b>Motion by:</b></p> <p>_____</p> <p><b>Second by:</b></p> <p>_____</p> <p><b>Committee Decision:</b></p> <p>_____</p>
<p>For Additional Information Contact: Jason Behr</p> <p>Jax Port and JEA entered into an agreement where JEA would replace the power lines across the Fulton Cut in order to increase clearances that would allow for higher air draft ships to reach the Jax Port Terminal. JEA is being reimbursed monthly by Jax Port for the design, construction, and materials direct costs. With regards to the proposed structure purchase, JEA evaluated the technical requirements and identified the structural system submitted by Valmont as the project suitable product. JEA will purchase and send a separate invoice to Jax Port for reimbursement.</p> <p>The ultimate goal of the project is to raise the conductors high enough to accommodate 205-foot tall air draft ships at high tide. The lowest conductor would need to be at a height of at least 225 feet above high tide to provide sufficient air gap electrical clearances. The overall span will increase from about 1,450 feet to approximately 1,926 feet across the river, making it more difficult to meet the required clearance requirements. Due to these requirements and tower heights needed, only two types of towers will suffice. Valmont PynaMax Towers and lattice framed towers. When comparing the two the PynaMax towers are much less labor intensive during fabrication and construction. Less work hours also translates into less construction duration. Other benefits over the lattice towers are realized in the design of the tower foundation. The tubular PynaMax towers are heavier structures overall than a lattice tower. The increased weight of the structure reduces the uplift force on the foundations which often controls the design of deep foundations in soft riverine soils. The net tension reduction will ultimately lead to less pile length or concrete required to resist the net uplift leg force resulting in reduced foundation cost. Other structures included in this bid consist of twelve steel monopoles. Both these monopoles and the PynaMax towers have been designed as a system as the behavior of the PynaMax Structures will influence the design of the monopoles. This ultimately maximizes efficiencies in steel costs and overall foundation costs. Overall savings are estimated to be \$5,350,000. There is also a time savings of 28 weeks. Since we are constrained by an ISD, utilizing other materials would cause us to miss deadlines.</p> <p><b>DISCUSSION/ACTION:</b> <b>DISCUSSION/ACTION PARTICIPANTS:</b></p>												
3	Single Source	N01 Vortex Finder	Erixton	Powerhouse Technology	\$543,240.00	\$135,876.00	N/A	\$543,240.00	N/A	One-Time Purchase	0	<p><b>Motion by:</b></p> <p>_____</p> <p><b>Second by:</b></p> <p>_____</p> <p><b>Committee Decision:</b></p> <p>_____</p>
<p>For Additional Information Contact: Jason Behr</p> <p>Damage to a vortex finder (VF) typically includes broken wedges and twisted plates along the bottom four or five rows; this results in the VF losing shape and functionality which is crucial to proper cyclone/ CFB operation and efficiency. Past damage to a single VF has resulted in plugging of cyclones and subsequent unit trips(s). Damage can be effectively repaired by replacing those damaged sectors, provided the new sectors correctly function with existing equipment. The Spring 2025 vortex finder repairs will involve the refurbishment of two Northside Unit 1 vortex finders. Each repair will include the replacement of seven rows (252 segments per VF), the installation of two rows of universal wedges (72 per VF), and the installation of one row of heavy wedges (36 per VF). Additionally, JEA will purchase 36 Sector 5 segments to replenish those taken from inventory to address as-found damage during the Fall 2024 Unit 2B vortex finder repair.</p> <p>Since VF drawings are restricted to proprietary vendor designs and JEA would need to provide design drawings to potential bidders for a competitive bid, there is a risk of violating copyright or intellectual property laws. Without these design drawings, JEA may have to undertake complete replacement of the vortex finders, leading to increased costs and extended project timelines. Following detailed discussions with JEA Procurement and COJ Legal, both groups recommended the use of single source for this VF work. PowerHouse Technology has successfully provided all VF sectors, heavy wedges, and universal wedges for NGS over the past several years.</p> <p>PowerHouse Technology pricing for Unit 1 matches what was quoted in March 2024 for Unit 2. Partial replacement with the single source approach prevents complete replacement of each vortex finder which would negatively impact both the schedule and budget.</p> <p><b>DISCUSSION/ACTION:</b> <b>DISCUSSION/ACTION PARTICIPANTS:</b></p>												

**Consent and Regular Agenda Signatures**

<b>Budget</b>	<b>Name/Title</b>	_____
<b>Awards Chairman</b>	<b>Name/Title</b>	_____
<b>Procurement</b>	<b>Name/Title</b>	_____
<b>Legal</b>	<b>Name/Title</b>	_____

# Award #1 Supporting Documents 11/14/24

## JEA Awards Agenda November 7, 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 10/31/2024 Meeting	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	Contract Increase	012-21 - Blacks Ford Water Reclamation Facility Warehouse and Site Improvement Design Services	Phillips	Bhide & Hall Architects, P.A.	Capital	\$25,082.24	\$145,000.00	\$222,582.24	06/27/2023 - \$5,500.00 07/13/2023 - \$47,000.00	Project Completion Start: 04/01/2021 End: Expected by August 2025	This Increase:  Eng Engineering, Inc. 11.28%, \$2,830.00 (Mech, Elec, Plumb)  Gina M Hill Engineering 11.96%, \$3,000.00 (Structural)
<p>Originally Awarded: 03/25/2021 For additional information contact: Halley Stewart</p> <p>This request for a contract increase pertains to the design services for warehouse and site improvements at the Blacks Ford Water Reclamation Facility (WRF), specifically for additional services requested by JEA from Bhide &amp; Hall Architects, PA. The warehouse is utilized to store materials needed for W/WV field operations. The construction administration schedule duration set forth in the contract, was originally 9 months. However, the contractor had indicated an updated construction schedule of 12 months. Additionally, the contract for construction administration services was signed in November 2022, which was 21 months ago. The JEA construction timeline has now been extended to August 2025. Although Bhide &amp; Hall has not been actively engaged for the entire duration, they are requesting an equitable adjustment to account for their team's additional time and efforts required to complete the project by August 2025. The hourly rates for the Senior Architect have increased by approximately 4.17%, while the rates for additional consultants remain unchanged, and the proposed fees are considered reasonable.</p> <p>This award seeks a contract increase for services requested by JEA for the Civil Engineer to provide special use permitting services in the amount \$9,602.24, as well as additional construction administrative services to align with the contractor's schedule in the amount of \$15,480.00, resulting in a new not-to-exceed total of \$222,582.24.</p>											
3	Contract Increase	1410792446 - JEA Fleet Services Vehicle and Equipment Rentals	Phillips	Beard Equipment Company United Rentals (North America), Inc. Global Rental Co. Inc Ring Power Corporation Sunbelt Rentals Inc.	O&M and Capital	\$0.00 \$0.00 \$0.00 \$202,877.96 \$385,836.01	\$26,426.71 \$289,065.11 \$179,008.05 \$368,369.14 \$177,436.79	\$26,426.71 \$289,065.11 \$269,552.05 \$571,247.10 \$581,016.48	03/26/2024 Sunbelt - \$17,743.68  06/13/2024 Global - \$90,544.00	Three (3) Year w/Two (2) 1 Yr. Renewals  Start Date: 10/01/2022 End Date: 09/30/2025	N
<p>Originally Awarded: 09/22/2022 For additional information contact: Halley Stewart</p> <p>Originally, multiple contracts were awarded to suppliers for the vehicle and equipment rentals for JEA Fleet Services. The scope includes rental services for light, medium, and heavy-duty vehicles and equipment to meet the immediate needs of JEA Fleet Services and other operational areas, typically for unspecified durations. Primary and secondary vendors were selected in cases where multiple bids were received. The original award amounts were based on estimates from the business unit, but due to the unpredictable nature of rental demands, additional funding is now necessary. The forecast has been modified based on historical spend to date and anticipated needs through the duration of the current contract term ending September 30, 2025.</p> <p>This Award request is for contract increases for Ring Power Corporation and Sunbelt Rentals, Inc. based on the new forecasted spend. Pricing has not changed and continues to allow for a CPI increase each year. The increase requested for Ring Power Corporation is in the amount of \$202,877.96 for a new NTE of \$571,247.10 and the increase requested for Sunbelt Rentals, Inc. is in the amount of \$385,836.01 for a new NTE of \$581,016.48.</p>											

### Consent Agenda Action

Committee Members in Attendance	Names	<b>Ted Phillips, Kim Wheeler, Jordan Pope</b>
Motion by:	Jordan Pope	
Second By:	Kim Wheeler	
Committee Decision	Approved	

**Award #1 Supporting Documents 11/14/24**

**Regular Agenda**

Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term	JSEB Participation (Y/N) If Y, then list company name(s) (% - awarded)	Action
1	Invitation for Bid (IFB)	1411804646 - 096-04 Oakridge WTP - HSP Replacement Project	Melendez	Sawcross, Inc	\$10,537,611.00	N/A	\$10,537,611.00	N/A	Project Completion Start Date: 12/30/2024 Completion Date: 06/26/2026 (Estimated)	RZ Services Group ( 5%, \$415,000.00)	<p>Motion by: Jordan Pope</p> <p>Second by: Kim Wheeler</p> <p>Committee Decision: Approved</p>
<p>Advertised: 07/17/2024 Open: 10/22/2024 One (1) Bid Received Sawcross, Inc - \$10,537,611.00 For Additional Information Contact: Marline McDonald</p> <p>The scope of work for this contract includes the construction of a new electrical system (including an auxiliary generator and fuel tank), a new instrumentation and control system, and the replacement of six high service pumps with associated piping and valving. The capacity of the plant is 16.4 MGD maximum daily flow was built in 1972. It has a wellfield of 6 wells; one onsite and five offsite. The project also includes modifying discharge piping for an existing well, installing a sodium hypochlorite injection system, constructing a new grinder pump station, cleaning the existing pump station floor drain, building a new radio tower with three antennas, demolishing an existing septic tank, lead paint abatement, painting, providing a temporary auxiliary generator, and all related work.</p> <p>To encourage wider participation, JEA extended the bid deadline three times. Despite this, only one (1) bid was received each time with the same supplier. In response, JEA contacted all companies that attended the pre-bid meeting, as well as those that did not, and found that many were unable to participate due to being overextended with other projects.</p> <p>The award amount is 4.2% above the estimate due to higher than estimated costs for fee for mobilization and demobilization, insurance costs, and pump installation/commissioning costs. The award amount has been reviewed by JEA project staff and deemed reasonable when compared to other past and current projects.</p> <p><b>DISCUSSION/ACTION:</b> More information was requested regarding there being only one bidder. Procurement group extended the solicitation three times in an attempt to get additional bidders. Additionally, they reached out to multiple firms who declined to bid due to conflicts with the timeline. Bidding firm advised they would have to withdraw if solicitation was extended again.</p> <p><b>DISCUSSION/ACTION PARTICIPANTS:</b> Ted Phillips, Dan Kruck, Brian Phillips</p>											
2	Single Source	Fulton Cut Towers	Melendez	Valmont Utility	\$16,624,140.00	N/A	\$16,624,140.00	N/A	One-Time Purchase	N/A	Deferred
Deferred											

**Consent and Regular Agenda Signatures**

Budget	Name/Title	<u>Stephanus M Healy</u>
Awards Chairman	Name/Title	<u>Theodore B Phillips</u>
Procurement	Name/Title	<u>JM McDonald</u>
Legal	Name/Title	<u>Rebecca Lavis</u>

**APPENDIX B  
RESPONSE FORM FOR SOLICITATION 1411691846**

**IFB Residential Water Meters for JEA Inventory Stock**

Upload an original Response Form and other required forms to Zycus.com

Company Name: Sensus USA Inc.

Company's Address 450 N Gallatin Ave Uniontown, Pa 15401

License Number (if applicable) \_\_\_\_\_

Phone Number 800-638-3748 \_\_\_\_\_ FAX No: 800-888-2403 EMAIL Address: h2oquote@xylem.com

**BID SECURITY REQUIREMENT**

**None required**  
 Certified Check or Bond  
 \_\_\_\_\_ % \$ \_\_\_\_\_

**TERM OF CONTRACT**

One Time Purchase  
 **Term: Three (3) Years with Two (2) One (1) Year Renewal**

**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 \$ \_\_\_\_\_ % of Bid Award

**QUANTITY REQUIREMENTS**

Quantities indicated are exacting  
 **Quantities indicated reflect the approximate quantities to be purchased throughout Contract period and are subject to fluctuation. JEA does not commit to any volume.**

**INSURANCE REQUIREMENT**

None required  
 **Insurance required**

**PAYMENT DISCOUNTS**

1% 20, net 30  
 2% 10, net 30  
 **Other Net 30 Days**  
 None Offered

Quote the following materials **F.O.B. Destination: Jacksonville, FL (Commonwealth Storeroom location, Southside Storeroom location, Northside Storeroom location, Pearl Street Storeroom location, and Job Site Delivery)**

Item No.	ENTER HEREON YOUR RESPONSE FOR THE FOLLOWING DESCRIBED ARTICLES OR SERVICES	TOTAL RESPONSE PRICE
1.	IFB Residential Water Meters for JEA Inventory Stock  <b>TOTAL Response PRICE</b> <b>(Total Response Price from Appendix B - Response Workbook Cell H4)</b>	<b><u>\$43,281,164.00</u></b>

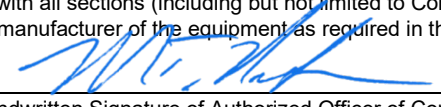
**I have read and understood the Sunshine Law/Public Records clauses contained within this solicitation. I understand that in the absence of a redacted copy my proposal will be disclosed to the public "as-is".**

**Respondent's Certification**

By submitting this Response, the Respondent 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 Respondent's Company, and that the Company is legally authorized to do business in the State of Florida. The Respondent also certifies that it complies with all sections (including but not limited to Conflict Of Interest and Ethics) of this Solicitation, and that the Respondent is an authorized distributor or manufacturer of the equipment as required in this Solicitation.

We have received addenda

4 through 4

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

08/13/2024  
 \_\_\_\_\_  
 Date

Mark Newton – VP, NA Smart Metering  
 \_\_\_\_\_  
 Printed Name and Title

# Award #2 Supporting Documents 11/14/24

1411691846 - IFB Residential Water Meters for JEA Inventory Stock Appendix B Response Workbook Residential Water Meters for JEA Inventory Stock									
Vendor Name:		Sensus							
Instructions: Insert the requested information in the yellow highlighted sections. Only the approved manufacturers and part numbers specified in columns B and C will be accepted at the time bids are due. You must quote one of the options within Column D. The lead time listed in Column I must be the number of calendar days after receipt of order that JEA will receive the material, not the number of days to ship. This should be a specific number of days, do not quote a range. Any blanks left on the workbook will be considered to be a "no bid."							Total Proposed Bid Price		
							\$43,281,164.00		
JEA Item ID	Sensus Item Description	Badger Item Description	Quoted Manufacturer & Manufacturer Part Number (You can only choose one)	Unit of Measure	Estimated Three (3) Year Usage	Quoted Unit Price	Proposed Bid Price	Lead Time: In Calendar Days After Receipt of Order	Standard Order Quantities (if applicable)
MTEAA015/018	**TEST REQD** METER, WATER 5/8 X 3/4" -LOW LEAD SR11 METER, PLASTIC DIVISION PLATE, PLASTIC BOTTOM PLATE/SS CAP SCREWS, ELECTRONIC REGISTER, 0.1 GALLONS 8 WHL, 5' BADGER TWIST-LOCK WIRE, MFG S/N=REG ID.	**TEST REQD** METER, WATER, DISC, M25 5/8"(3/4X7-1/2), PL BTM 430SS-1, PL, (TS-135, SN PER PO AND PBB, HR-E, 4CXN2 ORION, PL LID/SHRD-GRY, TRX SCRW, SIDEWALK READ, 8D-0.1 GAL, SN PER PO (SB) IN/PER PO OUT, TT-5', BMI STD, 6 PACK.	SX2X533P1GAXX0D	EA	56,747	\$134.00	\$7,604,098.00	from Badger on required	per pallet, order in palletized multiples only
MTEAA010/014	**TEST REQD** METER, WATER 5/8" X 1/2" - LOW LEAD SR11 METER, PLASTIC DIVISION PLATE, PLASTIC BOTTOM PLATE/SS CAP SCREWS, ELECTRONIC REGISTER, 0.1 GALLONS 8 WHL, 5' BADGER TWIST-LOCK WIRE, MFG S/N=REG ID.	**TEST REQD** METER, WATER, DISC, M25 5/8"(1/2X7-1/2), PL BTM 430SS-1, PL, (TS-135, SN PER PO AND PBB, HR-E, 4CXN2 ORION, PL LID/SHRD-GRY, TRX SCRW, SIDEWALK READ, 8D-0.1 GAL, SN PER PO (SB) IN/PER PO OUT, TT-5', BMI STD, 6 PACK.	SX1X533P1GAXX0D	EA	10,532	\$134.00	\$1,411,288.00	from Badger on required	per pallet, order in palletized multiples only
MTEAA020/024	**TEST REQD** METER, WATER 3/4" -LOW LEAD SR11 METER, PLASTIC DIVISION PLATE, BRONZE BOTTOM PLATE/SS CAP SCREWS, ELECTRONIC REGISTER, 0.1 GALLONS 8 WHL, 5' BADGER TWIST-LOCK WIRE, MFG S/N=REG ID.	**TEST REQD** METER, WATER, DISC, M35 3/4"(9), BRZ BTM 430SS-1, PL, (TS 135, SN PER PO AND PBB, HR-E, 4CXN2 ORION, PL LID/SHRD-GRY, TRX SCRW, SIDEWALK READ, 8D-0.1 GAL, SN PER PO (SB) IN/PER PO OUT, TT-5', BMI STD, 6 PACK.	SX4X333P1GAXX0D	EA	165,561	\$159.00	\$26,324,199.00	from Badger on required	per pallet, order in palletized multiples only
MTEAA270/274	**TEST REQD** METER, WATER 3/4" -LOW LEAD SR11 METER, NO DRINK, PLASTIC DIVISION PLATE, BRONZE BOTTOM PLATE/SS CAP SCREWS, ELECTRONIC REGISTER, 0.1 GALLONS 8 WHL, 5' BADGER TWIST-LOCK WIRE, MFG S/N=REG ID.	**TEST REQUIRED** METER, WATER, DISC, M35 3/4"(9), RCLMD, BRZ BTM 430SS-1, PL, (TS-135, SN PER PO & PBB, HR-E, 4CXN2 ORION, PL LID/SHRD-RCLMD, TRX SCRW, SIDEWALK READ, RCLMD, 8D-0.1 GAL, SN PER PO (SB) IN/PER PO OUT, TT-5', BMI.	SX4R333P1GAXX0D	EA	31,841	\$163.00	\$5,190,083.00	from Badger on required	per pallet, order in palletized multiples only
MTEAA030/034	**TEST REQD** METER, WATER 1" -LOW LEAD SR11 METER, PLASTIC DIVISION PLATE, BRONZE BOTTOM PLATE/SS CAP SCREWS, ELECTRONIC REGISTER, 0.1 GALLONS 8 WHL, 5' BADGER TWIST-LOCK WIRE, MFG S/N=REG ID.	**TEST REQD** METER, WATER, DISC, M55 1"(10-3/4), BRZ BTM 430SS-1, PL, (TS-135, SN PER PO AND PBB, HR-E, 4CXN2 ORION, PL LID/SHRD-GRY, TRX SCRW, SIDEWALK READ, 8D-0.1 GAL, SN PER PO (SB) IN/PER PO OUT, TT-5', BMI STD, 4 PACK.	SX5X333P1GAXX0D	EA	12,067	\$193.00	\$2,328,931.00	from Badger on required	per pallet, order in palletized multiples only
MTEAA300/304	**TEST REQD** METER, WATER 1" -LOW LEAD SR11 METER, NO DRINK, PLASTIC DIVISION PLATE, BRONZE BOTTOM PLATE/SS CAP SCREWS, ELECTRONIC REGISTER, 0.1 GALLONS 8 WHL, 5' BADGER TWIST-LOCK WIRE, MFG S/N=REG ID.	**TEST REQUIRED** METER, WATER, DISC, M55 1"(10-3/4), RCLMD, BRZ BTM 430SS-1, PL, (TS-135, SN PER PO & PBB, HR-E, 4CXN2 ORION, PL LID/SHRD-RCLMD, TRX SCRW, SIDEWALK READ, RCLMD, 8D-0.1 GAL, SN PER PO (SB) IN/PER PO OUT, TT-5' BMI STD 4 PAK.	SXSR333P1GAXX0D	EA	2,145	\$197.00	\$422,565.00	from Badger on required	per pallet, order in palletized multiples only

1411691846 - IFB Residential Water Meters for JEA Inventory Stock Appendix B Response Workbook Residential Water Meters for JEA Inventory Stock

Vendor Name: **Badger Meter, Inc.**

**Instructions:** Insert the requested information in the yellow highlighted sections. Only the approved manufacturers and part numbers specified in columns B and C will be accepted at the time bids are due. You must quote one of the options within Column D. The lead time listed in Column I must be the number of calendar days after receipt of order that JEA will receive the material, not the number of days to ship. This should be a specific number of days, do not quote a range. Any blanks left on the workbook will be considered to be a "no bid."

Total Proposed Bid Price

**\$30,086,226.91**

JEA Item ID	Sensus Item Description	Badger Item Description	Quoted Manufacturer & Manufacturer Part Number (You can only choose one)	Unit of Measure	Estimated Three (3) Year Usage	Quoted Unit Price	Proposed Bid Price	Lead Time: In Calendar Days After Receipt of Order	Standard Order Quantities (if applicable)
MTEAA015/018	**TEST REQD** METER, WATER 5/8 X 3/4"-LOW LEAD SR11 METER, PLASTIC DIVISION PLATE, PLASTIC BOTTOM PLATE/SS CAP SCREWS, ELECTRONIC REGISTER, 0.1 GALLONS 8 WHL, 5' BADGER TWIST-LOCK WIRE, MFG S/N=REG ID.	**TEST REQD** METER, WATER, DISC, M25 5/8"(3/4X7-1/2), PL BTM 430SS-1, PL, (TS-135, SN PER PO AND PBB, HR-E, 4CXN2 ORION, PL LID/SHRD-GRY, TRX SCRW, SIDEWALK READ, 8D-0.1 GAL, SN PER PO (SB) IN/PER PO OUT, TT-5', BMI STD, 6 PACK.	104-8085	EA	56,747	\$89.08	\$5,055,022.76	140	500
MTEAA010/014	**TEST REQD** METER, WATER 5/8" X 1/2" - LOW LEAD SR11 METER, PLASTIC DIVISION PLATE, PLASTIC BOTTOM PLATE/SS CAP SCREWS, ELECTRONIC REGISTER, 0.1 GALLONS 8 WHL, 5' BADGER TWIST-LOCK WIRE, MFG S/N=REG ID.	**TEST REQD** METER, WATER, DISC, M25 5/8"(1/2X7-1/2), PL BTM 430SS-1, PL, (TS-135, SN PER PO AND PBB, HR-E, 4CXN2 ORION, PL LID/SHRD-GRY, TRX SCRW, SIDEWALK READ, 8D-0.1 GAL, SN PER PO (SB) IN/PER PO OUT, TT-5', BMI STD, 6 PACK.	109-8975	EA	10,532	\$89.08	\$938,190.56	140	500
MTEAA020/024	**TEST REQD** METER, WATER 3/4"-LOW LEAD SR11 METER, PLASTIC DIVISION PLATE, BRONZE BOTTOM PLATE/SS CAP SCREWS, ELECTRONIC REGISTER, 0.1 GALLONS 8 WHL, 5' BADGER TWIST-LOCK WIRE, MFG S/N=REG ID.	**TEST REQD** METER, WATER, DISC, M35 3/4"(9), BRZ BTM 430SS-1, PL, (TS-135, SN PER PO AND PBB, HR-E, 4CXN2 ORION, PL LID/SHRD-GRY, TRX SCRW, SIDEWALK READ, 8D-0.1 GAL, SN PER PO (SB) IN/PER PO OUT, TT-5', BMI STD, 6 PACK.	109-8978	EA	165,561	\$111.21	\$18,412,038.81	140	500
MTEAA270/274	**TEST REQD** METER, WATER 3/4"-LOW LEAD SR11 METER, NO DRINK, PLASTIC DIVISION PLATE, BRONZE BOTTOM PLATE/SS CAP SCREWS, ELECTRONIC REGISTER, 0.1 GALLONS 8 WHL, 5' BADGER TWIST-LOCK WIRE, MFG S/N=REG ID.	**TEST REQUIRED** METER, WATER, DISC, M35 3/4"(9), RCLMD, BRZ BTM 430SS-1, PL, (TS-135, SN PER PO & PBB, HR-E, 4CXN2 ORION, PL LID/SHRD-RCLMD, TRX SCRW, SIDEWALK READ, RCLMD, 8D-0.1 GAL, SN PER PO (SB) IN/PER PO OUT, TT-5', BMI.	109-8980	EA	31,841	\$114.64	\$3,650,252.24	140	500
MTEAA030/034	**TEST REQD** METER, WATER 1"-LOW LEAD SR11 METER, PLASTIC DIVISION PLATE, BRONZE BOTTOM PLATE/SS CAP SCREWS, ELECTRONIC REGISTER, 0.1 GALLONS 8 WHL, 5' BADGER TWIST-LOCK WIRE, MFG S/N=REG ID.	**TEST REQD** METER, WATER, DISC, M55 1"(10-3/4), BRZ BTM 430SS-1, PL, (TS-135, SN PER PO AND PBB, HR-E, 4CXN2 ORION, PL LID/SHRD-GRY, TRX SCRW, SIDEWALK READ, 8D-0.1 GAL, SN PER PO (SB) IN/PER PO OUT, TT-5', BMI STD, 4 PACK.	109-8981	EA	12,067	\$142.42	\$1,718,582.14	140	100
MTEAA300/304	**TEST REQD** METER, WATER 1"-LOW LEAD SR11 METER, NO DRINK, PLASTIC DIVISION PLATE, BRONZE BOTTOM PLATE/SS CAP SCREWS, ELECTRONIC REGISTER, 0.1 GALLONS 8 WHL, 5' BADGER TWIST-LOCK WIRE, MFG S/N=REG ID.	**TEST REQUIRED** METER, WATER, DISC, M55 1"(10-3/4), RCLMD, BRZ BTM 430SS-1, PL, (TS-135, SN PER PO & PBB, HR-E, 4CXN2 ORION, PL LID/SHRD-RCLMD, TRX SCRW, SIDEWALK READ, RCLMD, 8D-0.1 GAL, SN PER PO (SB) IN/PER PO OUT, TT-5' BMI STD 4 PAK.	109-8983	EA	2,145	\$145.52	\$312,140.40	140	100



**APPENDIX B  
RESPONSE FORM FOR SOLICITATION 1411691846**

**IFB Residential Water Meters for JEA Inventory Stock**

Upload an original Response Form and other required forms to Zycus.com

Company Name: Badger Meter, Inc.  
 Company's Address 4545 W. Brown Deer Rd. Milwaukee, WI 53223  
 License Number (if applicable) N/A  
 Phone Number 800-876-3837 FAX No: N/A EMAIL Address: proposals@badgermeter.com

<b>BID SECURITY REQUIREMENT</b> <input checked="" type="checkbox"/> <b>None required</b> <input type="checkbox"/> Certified Check or Bond _____ % \$ _____	<b>TERM OF CONTRACT</b> <input type="checkbox"/> One Time Purchase <input checked="" type="checkbox"/> <b>Term: Three (3) Years with Two (2) One (1) Year Renewal</b>
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<b>SAMPLE REQUIREMENTS</b> <input checked="" type="checkbox"/> <b>None required</b> <input type="checkbox"/> Samples required prior to Bid Opening <input type="checkbox"/> Samples may be required subsequent to Bid Opening	<b>SECTION 255.05, FLORIDA STATUTES CONTRACT BOND</b> <input checked="" type="checkbox"/> <b>None required</b> <input type="checkbox"/> Bond required \$ _____ % of Bid Award
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<b>QUANTITY REQUIREMENTS</b> <input type="checkbox"/> Quantities indicated are exacting <input checked="" type="checkbox"/> <b>Quantities indicated reflect the approximate quantities to be purchased throughout Contract period and are subject to fluctuation. JEA does not commit to any volume.</b>	<b>INSURANCE REQUIREMENT</b> <input type="checkbox"/> None required <input checked="" type="checkbox"/> <b>Insurance required</b>
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<b>PAYMENT DISCOUNTS</b> <input type="checkbox"/> 1% 20, net 30 <input type="checkbox"/> 2% 10, net 30 <input type="checkbox"/> Other _____ <input checked="" type="checkbox"/> None Offered
--

Quote the following materials **F.O.B. Destination: Jacksonville, FL (Commonwealth Storeroom location, Southside Storeroom location, Northside Storeroom location, Pearl Street Storeroom location, and Job Site Delivery)**

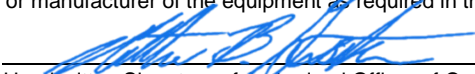
Item No.	ENTER HEREON YOUR RESPONSE FOR THE FOLLOWING DESCRIBED ARTICLES OR SERVICES	TOTAL RESPONSE PRICE
1.	IFB Residential Water Meters for JEA Inventory Stock  <b>TOTAL Response PRICE</b> <b>(Total Response Price from Appendix B - Response Workbook Cell H4)</b>	<u>\$30,086,226.91</u>

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".

**Respondent's Certification**

By submitting this Response, the Respondent 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 Respondent's Company, and that the Company is legally authorized to do business in the State of Florida. The Respondent also certifies that it complies with all sections (including but not limited to Conflict Of Interest and Ethics) of this Solicitation, and that the Respondent is an authorized distributor or manufacturer of the equipment as required in this Solicitation.

We have received addenda 4 through 4

  
 Handwritten Signature of Authorized Officer of Company or Agent 08/19/2024  
 Date  
Matthew B. Gieseke - Assistant Secretary and Proposal Lead  
 Printed Name and Title

## Amendment 5 – Scope of Additional Services to JEA Contract 164265 between JEA and McKim & Creed

### 180-46B DII - Woodley Creek Pump Station

#### Article A. Purpose

The purpose of this Amendment No. 5 is to authorize and direct CONSULTANT (McKim & Creed) to provide engineering services during the construction (SDC).

#### Article B. Scope of Services

The following tasks include CONSULTANT'S overall scope of services for the PROJECT.

##### **TASK 1: Project Management.**

- 1.1 Prepare monthly invoices and submit project progress updates with invoices. **Qt = 15.**

##### **TASK 2: Post Design Services (Construction Phase Services).**

- 2.1 Pre-Construction Meeting. **Qt = 1.**
  - 2.1.1 Attend on-site pre-construction meeting (Project Manager and EOR Only).
- 2.2 Construction Progress Meetings.
  - 2.2.1 Attend on-site construction progress meetings if requested by JEA, Project Manager and EOR Only. **Qt = 15.**
    - 2.2.1.1 Four (4) meetings will be attended by the Structural Engineer only if and when JEA request these services.
- 2.3 Review Shop Drawings. **Qt = 30.**
  - 2.3.1 Receive, review, evaluate and distribute shop drawings within 14 business days of receipt of the shop drawings. The expected number of shop drawings is 30 including resubmittals. Shop drawing review will be electronically transmitted by email with logs kept by the Contractor and CONSULTANT. Note this includes up to 3 reviews per shop drawing.
- 2.4 Manufacturer O&M Manuals. **Qt = 5.**
  - 2.4.1 Receive, review, evaluate and distribute manufacturer O&M manuals within 14 business days of receipt of the manufacturer supplied shop drawings. The expected number of O&M manuals is five (5).
- 2.5 Requests for Information (RFI). **Qt = 20.**
  - 2.5.1 Receive, review, and evaluate RFIs. Submit RFI response to JEA Project Manager. The expected number of RFIs is 20.

- 2.6 Change Orders. **Qt = 5.**
  - 2.6.1 Review Contractor's field/change order requests if required by JEA. The expected number of change orders is five (5). Note: this includes issue revisions to the drawings and/or technical specifications.
- 2.7 Startup and Commissioning. **Qt = 3.**
  - 2.7.1 Startup and commissioning are considered three (3) days (8 hours/day) including testing and review/implementation of startup plans (if apply).
- 2.8 Substantial Completion Walk-Through. **Qt = 1.**
  - 2.8.1 Overall engineer of record to conduct a walk through to assess visually project completion.
  - 2.8.2 Instrumentation, Electrical, Mechanical and Structural engineer of record to conduct a walk through to assess the project completion if required by JEA.
  - 2.8.3 Create a punch list and issue letter of Substantial Completion recommendation to JEA.
- 2.9 Final Walk-Through. **Qt = 1.**
  - 2.9.1 Overall engineer of record will conduct the final walk through to confirm and verify the completion of the punch list.
  - 2.9.2 Instrumentation, Electrical, Mechanical and Structural engineer of record will conduct the final walk-through to confirm and verify the completion of the punch list if required by JEA.
- 2.10 Construction Record Drawings. **Qt = 1.**
  - 2.10.1 Review and approve Contractor's record drawing markups and as-builts submitted in CAD and PDF format in conjunction with JEA PM.
  - 2.10.2 Produce and submit construction record drawings electronically for JEA review.
  - 2.10.3 Incorporate JEA PM review comments and submit final construction record drawings.
- 2.11 Review and Approve Contractor's Asset Management Table (if requested by JEA PM). **Qt = 1.**
  - 2.11.1 Review and approve the Contractor's Equipment Attribute Table as part of the final closeout phase.
- 2.12 Project Certification (If Apply). **Qt = 1.**
  - 2.12.1 FDEP certification of completion for the project.
- 2.13 COJ 10-Set (If Apply). **Qt = 1.**
  - 2.13.1 Provide landscape architecture design and post design services to address tree mitigation, landscape and irrigation.

**TASK 3 - Project Allowance.**

- 3.1 This task consists of an allowance on limited out of scope activities due to unforeseen conditions. JEA to approve any work effort completed under Task 4 prior to CONSULTANT commencing activity. The allowance Amount is **\$30,000.00.**

**TASK 4 – Deliverables.**

- 4.1 Construction Record Drawings: One (1) signed and sealed full size to scale (22" x 34" plotted on 24" x 36") and One (1) 11" x 17" hard copies to scale and in PDF and ACAD\* .dwg format.

**SCHEDULE**

The scope of services as defined will begin after a written notice-to-proceed from the JEA. The anticipated duration of the Project is 15 months (450 calendar days) for construction (Final Completion).

**COMPENSATION**

Compensation will be based on Lump Sum (LS) and Time and Material (T&M) costs. **Attachment No. 1** provides the details of the compensation for the construction phase.

**Article C. Compensation Provisions**

The CONSULTANT shall perform the above services for tasks 1 through 4 (and Subconsultants) a not to exceed amount of **\$ 135,876.00**.

**Article D. Period of Service**

The CONSULTANT shall perform the above services over a period of 15 months from notice to proceed.

**Attachments:**

- Attachment 1: Breakdown of hours and fees

Services not identified in this scope of work (including geotechnical, environmental, etc.) or specifically excluded can be provided as additional services at the direction of JEA.

Attachment 1		Project Manager III	Project Engineer III	Engineer II	Electrical / I&C	Structural	CAD Support	Administration	HOURS/TASK	Expenses	TOTAL FEE/TASK
<b>TASK</b>		\$ 288.00	\$ 240.00	\$ 224.00	\$ -	\$ 288.00	\$ 144.00	\$ 112.00			
<b>1 PROJECT MANAGEMENT</b>											
1.1	Project Management (15 - LS)		15	30	0			15	60		\$ 12,000.00
	TASK 1 LABOR FEE	\$ -	\$ 3,600.00	\$ 6,720.00	\$ -	\$ -	\$ -	\$ 1,680.00			\$ 12,000.00
	TASK 1 HOURS	0	15	30	0	0	0	15	60		
	<b>TASK 1 LS</b>										<b>\$ 12,000.00</b>
<b>2 POST DESIGN SERVICES</b>											
2.1	Pre-Construction Meeting (1 - LS)	3	3		0				6		\$ 1,584.00
2.2	Construction Progress Meetings (15 - T&M)	45	45		0				90		\$ 23,760.00
2.2.1.1	Structural Engineer (4 - T&M)				0	12			12		\$ 3,456.00
2.3	Review Shop Drawings (30 - T&M)		12	60	0	6			78		\$ 18,048.00
2.4	Manufacturer O&M Manuals (5 - T&M)			10	0				10		\$ 2,240.00
2.5	Request for Information (RFI) (20 - T&M)		6	24	0				30		\$ 6,816.00
2.6	Change Orders (5 - T&M)		5	15	0	2	8		30		\$ 6,288.00
2.7	On Site Start-Up and Commissioning (3 - T&M)			24	0				24		\$ 5,376.00
2.8	Substantial Completion Walk-Through (1 - LS)		6	6	0	2		4	18		\$ 3,808.00
2.9	Final Walk-Through (1 - LS)		4	4	0				8		\$ 1,856.00
2.10	Construction Record Drawings / As-Built (1 - LS)		4	4	0	2	12	2	24		\$ 4,384.00
2.11	Review and Approve Asset Management Table (1 - T&M)		4	8	0	2			14		\$ 3,328.00
2.12	Project Certification (1 - T&M)		4	4	0		2	2	12		\$ 2,368.00
2.13	COJ 10-Set (1 - T&M)			4	0				4	\$ 2,000.00	\$ 2,896.00
	TASK 2 LABOR FEE	\$ 13,824.00	\$ 22,320.00	\$ 36,512.00	\$ -	\$ 7,488.00	\$ 3,168.00	\$ 896.00			\$ 86,208.00
	TASK 2 HOURS	48	93	163	0	26	22	8	360		
	<b>TASK 2 LS and T&amp;M</b>										<b>\$ 86,208.00</b>
<b>3 PROJECT ALLOWANCE (\$30,000.00)</b>											
4.1	Project Allowance	0	0	0	0	0	0	0	0		\$ 30,000.00
	TASK 3 LABOR FEE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ 30,000.00
	TASK 3 HOURS	0	0	0	0	0	0	0	0		
	<b>TASK 3 T&amp;M</b>										<b>\$ 30,000.00</b>
<b>4 DELIVERABLES</b>											
4.1	Construction Record Drawings (1 - LS)		8	8	0		24		40	\$ 500.00	\$ 7,668.00
	TASK 4 LABOR FEE	\$ -	\$ 1,920.00	\$ 1,792.00	\$ -	\$ -	\$ 3,456.00	\$ -			\$ 7,668.00
	TASK 4 HOURS	0	8	8	0	0	24	0	40		
	<b>TASK 4 LS</b>										<b>\$ 7,668.00</b>
<b>TOTAL PROJECT LABOR FEE</b>		\$ 13,824.00	\$ 27,840.00	\$ 45,024.00	\$ -	\$ 7,488.00	\$ 6,624.00	\$ 2,576.00			\$ 135,876.00
<b>TOTAL PROJECT HOURS</b>		48	116	201	0	26	46	23	460		
<b>TOTAL PROJECT</b>										<b>TOTAL</b>	<b>\$ 135,876.00</b>

Attachment 1		Project Manager III	Project Engineer III	Engineer II	Electrical / I&C	Structural	CAD Support	Administration	HOURS/TASK	Expenses	TOTAL FEE/TASK
<b>TASK</b>		\$ 288.00	\$ 240.00	\$ 224.00	\$ -	\$ 288.00	\$ 144.00	\$ 112.00			
<b>1 PROJECT MANAGEMENT</b>											
1.1	Project Management (15 - LS)		15	30	0			15	60		\$ 12,000.00
	TASK 1 LABOR FEE	\$ -	\$ 3,600.00	\$ 6,720.00	\$ -	\$ -	\$ -	\$ 1,680.00			\$ 12,000.00
	TASK 1 HOURS	0	15	30	0	0	0	15	60		
	<b>TASK 1 LS</b>										<b>\$ 12,000.00</b>
<b>2 POST DESIGN SERVICES</b>											
2.1	Pre-Construction Meeting (1 - LS)	3	3		0				6		\$ 1,584.00
2.2	Construction Progress Meetings (15 - T&M)	45	45		0				90		\$ 23,760.00
2.2.1.1	Structural Engineer (4 - T&M)				0	12			12		\$ 3,456.00
2.3	Review Shop Drawings (30 - T&M)		12	60	0	6			78		\$ 18,048.00
2.4	Manufacturer O&M Manuals (5 - T&M)			10	0				10		\$ 2,240.00
2.5	Request for Information (RFI) (20 - T&M)		6	24	0				30		\$ 6,816.00
2.6	Change Orders (5 - T&M)		5	15	0	2	8		30		\$ 6,288.00
2.7	On Site Start-Up and Commissioning (3 - T&M)			24	0				24		\$ 5,376.00
2.8	Substantial Completion Walk-Through (1 - LS)		6	6	0	2		4	18		\$ 3,808.00
2.9	Final Walk-Through (1 - LS)		4	4	0				8		\$ 1,856.00
2.10	Construction Record Drawings / As-Built (1 - LS)		4	4	0	2	12	2	24		\$ 4,384.00
2.11	Review and Approve Asset Management Table (1 - T&M)		4	8	0	2			14		\$ 3,328.00
2.12	Project Certification (1 - T&M)		4	4	0		2	2	12		\$ 2,368.00
2.13	COJ 10-Set (1 - T&M)			4	0				4	\$ 2,000.00	\$ 2,896.00
	TASK 2 LABOR FEE	\$ 13,824.00	\$ 22,320.00	\$ 36,512.00	\$ -	\$ 7,488.00	\$ 3,168.00	\$ 896.00			\$ 86,208.00
	TASK 2 HOURS	48	93	163	0	26	22	8	360		
	<b>TASK 2 LS and T&amp;M</b>										<b>\$ 86,208.00</b>
<b>3 PROJECT ALLOWANCE (\$30,000.00)</b>											
4.1	Project Allowance	0	0	0	0	0	0	0	0		\$ 30,000.00
	TASK 3 LABOR FEE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ 30,000.00
	TASK 3 HOURS	0	0	0	0	0	0	0	0		
	<b>TASK 3 T&amp;M</b>										<b>\$ 30,000.00</b>
<b>4 DELIVERABLES</b>											
4.1	Construction Record Drawings (1 - LS)		8	8	0		24		40	\$ 500.00	\$ 7,668.00
	TASK 4 LABOR FEE	\$ -	\$ 1,920.00	\$ 1,792.00	\$ -	\$ -	\$ 3,456.00	\$ -			\$ 7,668.00
	TASK 4 HOURS	0	8	8	0	0	24	0	40		
	<b>TASK 4 LS</b>										<b>\$ 7,668.00</b>
<b>TOTAL PROJECT LABOR FEE</b>		\$ 13,824.00	\$ 27,840.00	\$ 45,024.00	\$ -	\$ 7,488.00	\$ 6,624.00	\$ 2,576.00			\$ 135,876.00
<b>TOTAL PROJECT HOURS</b>		48	116	201	0	26	46	23	460		
<b>TOTAL PROJECT</b>										<b>TOTAL</b>	<b>\$ 135,876.00</b>



## Formal Bid and Award System

Award #4

April 6, 2017

**Type of Award Request:** PROPOSAL (RFP)  
**Request #:** 629  
**Requestor Name:** Collier, Bradley W. - Mgr WW Plants & Pump Stations E&C  
**Requestor Phone:** (904) 665-4723  
**Project Title:** Engineering Design and Construction Phase Services for District II - 10800 Key Haven BV. Class III/IV  
**Project Number:** 8003566  
**Project Location:** JEA  
**Funds:** Capital  
**Award Estimate:** \$115,744.00

**Scope of Work:**

The scope of work to be performed under this task consists of preliminary design, final detailed design, bid phase support, services during construction, and acceptance testing.

**JEA IFB/RFP/State/City/GSA#:** 103-16  
**Purchasing Agent:** Kruck, Daniel Robert (Dan)  
**Is this a Ratification?:** NO

**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Address	Phone	Amount
MCKIM & CREED, INC.	Scott Spooner	1730 Varsity Drive, Suite 500 Raleigh NC 27606	(386) 246-6300	\$156,810.00

**Amount for entire term of Contract/PO:** \$156,810.00  
**Award Amount for remainder of this FY:** \$116,160.00  
**Length of Contract/PO Term:** Project Completion  
**Begin Date (mm/dd/yyyy):** 04/28/2017  
**End Date (mm/dd/yyyy):** Project Completion  
**JSEB Requirement:** Evaluation Criteria

**Comments on JSEB Requirements:**

Company proposed 25%; however the evaluation goal was 10% to receive max points. Negotiations resulted in 14.6% fees for Four Waters Engineering's scope of work. The reduction in the proposed amount was due to the assumption that Four Waters would be providing contract administration and construction inspection work that JEA staff members handle.

**BIDDER:**

Name	Amount	Rank
MCKIM & CREED, INC.	\$156,810.00	1

164265

**Background/Recommendations:**

Advertised on 06/24/2016. Six (6) Consulting firms attended the pre-proposal meeting on 07/07/2016. At Proposal opening on 07/28/2016, JEA received one (1) Proposal. JEA contacted the companies that attended the pre-proposal but did not submit. Reasons for not submitting were current workload, and lack of necessary staff in house. The public evaluation meeting was held on 08/31/2016, and JEA deemed McKim & Creed qualified to perform the work with an average score of more than seventy points. A copy of the negotiated fees and evaluation matrix are attached as back-up.

JEA negotiated the contractual terms considering scope and hourly rates for a total price of \$156,810.00. This cost, which includes design and services during construction, is eighteen percent (18%) of the estimated construction cost. The negotiated fee is approximately thirty-five percent (35%) higher than the award estimate which did not include hydraulic modeling, enterprise asset management, and additional design for electrical modifications in the estimate. The negotiated fee is deemed reasonable.

103-16 - Request approval to award a contract to McKim & Creed for the engineering services of the District II—10800 Key Haven Boulevard Class III/IV Pumping Station Rehabilitation project in the amount of \$156,810.00, subject to the availability of lawfully appropriated funds.

**Director:** Marshall, Raynetta C. - Dir, WWW Grid Project Eng & Construction

**VP:** Roche, Brian J. - VP/GM Water Wastewater Systems

**APPROVALS:**

  
\_\_\_\_\_  
**Chairman, Awards Committee** 4-6-17  
**Date**

  
\_\_\_\_\_  
**Manager, Capital Budget Planning** 4/6/17  
**Date**











## Formal Bid and Award System

Award #8 January 31, 2019

**Type of Award Request:** GSA CONTRACT  
**Request #:** 6515  
**Requestor Name:** Williams, Clint J. - Manager Technical Services  
**Requestor Phone:** (904) 665-8963  
**Project Title:** VMware Server Virtualization Licenses, Support, and Consulting  
**Project Number:** HE30903  
**Project Location:** JEA  
**Funds:** O&M  
**Budget Estimate:** \$700,000.00 (\$140,000 per year for 5 years, budget line 1734)  
**Scope of Work:**

The scope of work is for the GSA authorized reseller CDW to provide five (5) years of VMWare licenses, support, and consulting and learning credits. The VMware products provide JEA with server virtualization which improves the efficiency and availability of IT resources and applications. It provides significant cost savings by reducing hardware requirements and improving server efficiency. JEA has chosen VMware for Server Virtualization as it is the most trusted virtualization platform, the best platform for business-critical applications and helps drive a lower total cost of ownership (TCO) than other hardware and virtualization models. JEA's virtual server infrastructure has continued to expand and VMware is the backend software that provides the foundation of this growth. VMware is the industry's most deployed platform with over 500,000 global customers providing fully resilient, scalable, secure and performance-rich environment to the most business-critical applications.

The financial benefit of VMWare virtual servers to JEA is explained in the following example. The average price of a single traditional physical server host is around \$30,000.00 in hardware costs. In a traditional physical server model, the \$30,000.00 server only runs a single application and its configuration. With VMware, JEA can take that same \$30,000.00 server and very conservatively run 10 (ten) virtual machines (VMs). Therefore, JEA would end up with a savings model that takes the traditional cost for 10 physical servers in the amount of \$300,000.00, compared with a Virtual Server cost for 10 VMs of about \$33,000.00 (\$30,000.00 for host and \$3,000 for VMware licenses) for a difference of \$267,000.00. JEA has over 500 VMs with similar savings which doesn't even include other benefits such as disaster recovery.

**JEA IFB/RFP/State/City/GSA#:** GSA Schedule 70, GS-35F0119Y  
**Purchasing Agent:** Dambrose, Nick  
**Is this a ratification?:** NO

### RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
CDW GOVERNMENT	John Vrablik	johnvra@cdwg.com	75 Remittance Drive Suite 1515 Chicago, IL 60675- 1515	(877) 466- 6333	\$695,488.40

<b>Amount for entire term of Contract/PO:</b>	\$695,488.40
<b>Award Amount for remainder of this FY:</b>	\$139,097.68
<b>Length of Contract/PO Term:</b>	Five (5) Years w/ No Renewals
<b>Begin Date (mm/dd/yyyy):</b>	02/01/2019
<b>End Date (mm/dd/yyyy):</b>	01/31/2024
<b>Renewal Options:</b>	No Renewals
<b>JSEB Requirement:</b>	N/A – GSA Contract

**Background/Recommendations:**

The GSA schedule 70 GS-35F-0119Y contract includes CDW as an authorized VMware provider since 2012. The contract is an open market and continuous solicitation in which any vendor may submit a new offer at any time for review and approval. GSA evaluates the pricing and terms submitted against other commercial offers on a periodic basis, and the current pricing offer has been deemed fair and reasonable. A copy of the GSA pricelist is attached as backup.

JEA has been using VMWare since 2007, with this being the first time that VMware has been brought to awards committee for approval. This is due to JEA's growing environment and annual support and maintenance costs. The new contract includes additional licenses for JEA's new Emergency Management System (EMS) platform, a consolidation of licenses previously assigned under telecommunications and a true-up of licensed hosts from expansion and a license level Enterprise Agreement (EA) upgrade. The upgrade for VMware enterprise agreement (EA) provides JEA unlimited support of any product that is licensed and also makes JEA an official VMware customer which provides quicker escalation and dedicated support contacts. In addition, the license upgrade will also allow JEA to move away from another 3rd party analytic platform through Turbonomic to the integrated VMware analytic platform to provide an additional path for workflow automation in FY20 for increased operational improvement.

The five (5) year agreement option allows JEA to receive the highest discount levels. In addition, a five (5) year agreement will allow CDW and VMware to waive the true-up net new licenses that have already been in use at JEA for 24 months, and waive a 20% reinstatement fee given the fact some of JEA's licenses expired in November of 2018. VMWare has also been supporting JEA's mission critical systems since November 2018 at no cost. The changes from the existing solution, the true-up changes and the GSA price reduction results in an overall savings of \$500,400.64. The price comparison summary is attached as backup.

Procurement tracks two different types of savings. The total cost difference is comparing the current pricing with the proposed pricing (+/-). The total sourcing savings is determined by negotiations, BAFO savings and value added savings. Below is the result for this award:

- Total sourcing savings: \$332,287.84 (All new line items that cannot be compared to current pricing, reflects a savings due to a negotiated rate which is lower than GSA pricing.)
- Total cost difference: \$168,112.80 (When comparing apples to apples pricing for current vs new, JEA will save with the new pricing.)

JEA budgeted \$140,000 annually in HE30903 and this purchase is within budget.

Request approval to award a five (5) year contract to CDW Government for VMware Server Virtualization Licenses, Support, and Consulting in the amount of \$695,488.40, subject to the availability of lawfully appropriated funds.

Award #4 Supporting Documents 11/14/24

**Director:** Datz, Stephen H. - Dir IT Infrastructure & Compliance Assurance

**Chief:** Selders, Steve G. - Interim Chief Information Officer

**APPROVALS:**

  
\_\_\_\_\_  
Chairman, Awards Committee

1/31/19  
Date

  
\_\_\_\_\_  
Manager, Capital Budget Planning

1/31/19  
Date

2500 West Loop South, Ste.  
410/510  
Houston, TX 77027 USA  
713.218.5000

AAAQ446023-03

Quote #:	AAAQ446023-03
Date:	11/04/2024
Valid for:	30 Days

Customer	Inside Sales	Account Manager
JEA (Jacksonville Energy Authority) willcj2@jea.com (904) 665-6000	Haley Glasscock HGlasscock@netsync.com 210-857-9699	Nick Ianus nianus@netsync.com

Please send purchase order to: [PO@netsync.com](mailto:PO@netsync.com)

Line #	Part	Description	Qty	Unit Price	Ext Price
Year 1					Sub Total 428,619.00
VMware Subscription Licensing					
1.0	VCF-CLD-FND-5	VMware Cloud Foundation 5	1994	198.50	395,809.00
2.0	VCF-VLR-PVM	VMware Live Recovery Protected VM	85	386.00	32,810.00
Year 2					Sub Total 428,619.00
VMware Subscription Licensing					
3.0	VCF-CLD-FND-5	VMware Cloud Foundation 5	1994	198.50	395,809.00
4.0	VCF-VLR-PVM	VMware Live Recovery Protected VM	85	386.00	32,810.00
Year 3					Sub Total 428,619.00
VMware Subscription Licensing					
5.0	VCF-CLD-FND-5	VMware Cloud Foundation 5	1994	198.50	395,809.00
6.0	VCF-VLR-PVM	VMware Live Recovery Protected VM	85	386.00	32,810.00

**Notes: 220062780-170043-03**

VMware Licensing 3y with more cores

43230000-NASPO-16-ACS | AR2472

Total	1,285,857.00
Tax/Vat	0.00
Shipping	0.00
<b>Grand Total USD</b>	<b>1,285,857.00</b>



**STATE OF UTAH COOPERATIVE CONTRACT**

1. CONTRACTING PARTIES: This contract is between the Division of Purchasing and the following Contractor:

Carahsoft Technology Corporation  
 Name  
1860 Michael Faraday Drive, Suite 100  
 Address  
Reston VA 20190  
 City State Zip

LEGAL STATUS OF CONTRACTOR  
 Sole Proprietor  
 Non-Profit Corporation  
 For-Profit Corporation  
 Partnership  
 Government Agency

Contact Person Bethany Blackwell Phone #703-230-7435 Email NASPO@carahsoft.com  
 Vendor #VC0000116540 Commodity Code #920-05


- 2. GENERAL PURPOSE OF CONTRACT: Contractor is permitted to provide the Cloud Solutions identified in Attachment B to Participating States once a Participating Addendum has been signed
- 3. PROCUREMENT PROCESS: This contract is entered into as a result of the procurement process on Bid#CH16012.
- 4. CONTRACT PERIOD: Effective Date: 10/14/2016 Termination Date: 09/15/2026 unless terminated early or extended in accordance with the terms and conditions of this contract. Note: Pursuant to Solicitation #CH16012, Contract must re-certify its qualifications each year.
- 5. Administrative Fee, as described in the Solicitation and Attachment A: The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than 60 days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on sales of the Services.
- 6. ATTACHMENT A: NASPO ValuePoint Master Terms and Conditions, including the attached Exhibits  
 ATTACHMENT B: Scope of Services Awarded to Contractor  
 ATTACHMENT C: Pricing Discounts and Pricing Schedule  
 ATTACHMENT D: Contractor's Response to Solicitation #CH16012  
 ATTACHMENT E: Service Offering EULAs

**Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.**

- 8. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
  - a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
  - b. Utah State Procurement Code and the Procurement Rules.

9. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

**CONTRACTOR**  
  
 Contractor's signature  
10/11/16  
 Date  
Robert Moore, Vice President  
 Type or Print Name and Title

**STATE**  
  
 Director, Division of Purchasing  
10.13.16  
 Date

<u>Christopher Hughes</u>	<u>801-538-3254</u>	<u>christopherhughes@utah.gov</u>
Division of Purchasing Contact Person	Telephone Number	Email



Award #4 Supporting Documents 11/14/24

Vendor	Description	Manufacturer Part Number	Quantity	List Price	List Ext Price	NASPO Price	NASPO Ext Price	CDW Price	CDW Ext Price	GSA Price	GSA Ext Price
Vmware	VMware Cloud Foundation 5	VCF-CLD-FND-5	1994	\$350.00	\$697,900.00	\$198.50	\$395,809.00	\$213.55	\$425,818.70	\$ 342.07	\$ 682,087.58
Vmware	VMware Live Recovery Protected VM	VCF-VLR-PVM	85	\$400.00	\$34,000.00	\$386.00	\$32,810.00	\$377.42	\$32,080.70	\$ 390.93	\$ 33,229.05
<b>Total Per Year</b>					\$731,900.00		\$428,619.00		\$457,899.40		\$ 715,316.63
<b>Grand Total 3 Yr</b>					\$2,195,700.00		\$1,285,857.00		\$1,373,698.20		\$2,145,949.89

## J. COLLINS ENGINEERING ASSOCIATES, LLC

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12412 San Jose Blvd.; Suite 204  
Jacksonville, FL 32223  
(904) 262-4121  
(904) 716-6282 (Cell)  
john@jcollinsengineering.com

October 2, 2024

Boyce Holmes  
Project Manager, W/WW Projects, JEA

Re: Additional Engineering Services – Construction Services - Extended Construction  
Time Due to A New Contractor – JEA Spring Park Road Pump Station Upgrades  
- Purchase Order 158965

Dear Boyce:

Per our recent discussion, J Collins Engineering Associates, LLC (JCEA) is requesting an additional fee of \$41,890.00 (lump cost) associated with a new contractor being utilized by JEA to finish the uncompleted Spring Park Road Pump Station. According to JEA, the contractor is anticipated to complete this project in four (4) months. JCEA's scope of services is extending the construction engineering services for the same period (4 months). JCEA has attached Amendment 5 (scope of additional services) to the ongoing JCEA contract and Attachment 1 (Breakdown of hours and fees) proposal.

If you have any questions, please call me at 904 -716-6282 (Cell).

Sincerely,



John E. Collins, Jr., P.E  
Project Manager

Attachments: Amendment 5 and Attachment 1

Amendment 5 – Scope of Additional Services to JEA Contract 158033  
between JEA and J Collins Engineering & Associates LLC

**180-23 Arlington East WWTP – Spring Park Pump Station**

**Article A. Purpose**

The purpose of this Amendment No. 5 is to nullify previous Amendments and Change Orders. This Amendment No. 5 authorizes and direct CONSULTANT (J. Collins Engineering Associates, LLC (JCEA)) to provide engineering services during the construction (SDC).

**Article B. Scope of Services**

The following tasks include CONSULTANT’S overall scope of services for the PROJECT.

**TASK 1: Project Management.**

- 1.1 Prepare monthly invoices and submit project progress updates with invoices. **Qt = 4.**

**TASK 2: Post Design Services (Construction Phase Services).**

- 2.1 Pre-Construction Meeting. **Qt = 1.**
  - 2.1.1 Attend on-site pre-construction meeting (Project Manager/EOR Only).
- 2.2 Construction Progress Meetings. Attend construction meeting (Project Manager/EOR Only).
- 2.3 Review Shop Drawings. **Qt = 4.**
  - 2.3.1 Receive, review, evaluate and distribute shop drawings within 14 business days of receipt of the shop drawings. The expected number of shop drawings is 4 including resubmittals. Shop drawing review will be electronically transmitted by email with logs kept by the Contractor and CONSULTANT. Note this includes up to 3 reviews per shop drawing.
- 2.4 Manufacturer O&M Manuals. **Qt = 2.**
  - 2.4.1 Receive, review, evaluate and distribute manufacturer O&M manuals within 14 business days of receipt of the manufacturer supplied shop drawings. The expected number of O&M manuals is Two (2).
- 2.5 Requests for Information (RFI). **Qt = 8.**
  - 2.5.1 Receive, review, and evaluate RFIs. Submit RFI response to JEA Project Manager. The expected number of RFIs is 8.
- 2.6 Substantial Completion Walk-Through. **Qt = 1.**
  - 2.6.1 Overall engineer of record to conduct a walk through to assess visually project completion.
  - 2.6.2 Instrumentation, Electrical, and Mechanical engineer to conduct a walk through to assess the project completion.
  - 2.6.3 Create a punch list and issue letter of Substantial Completion recommendation to JEA.
- 2.7 Final Walk-Through. **Qt = 1.**

- 2.7.1 Engineer of record will conduct the final walk through to confirm and verify the completion of the punch list.
- 2.7.2 Instrumentation/Electrical engineer of record will conduct the final walk-through to confirm and verify the completion of the punch list.
- 2.8 Construction Record Drawings. **Qt = 1.**
  - 2.8.1 Review and approve Contractor's record drawing markups and as-builts submitted in CAD and PDF format in conjunction with JEA PM.
  - 2.8.2 Produce and submit construction record drawings electronically for JEA review.
  - 2.8.3 Incorporate JEA PM review comments and submit final construction record drawings.
- 2.9 Project Certification **Qt = 1.**
  - 2.9.1 EOR Statement on certification of completion for the project.

TASK 3 – Deliverables.

3.1 Construction Record Drawings: One (1) signed and sealed full size to scale (22" x 34" plotted on 24" x 36") and One (1) 11" x 17" hard copies to scale and in PDF and ACAD\* .dwg format.

SCHEDULE

The scope of services as defined will begin after a written notice-to-proceed from the JEA. The anticipated duration of the Project is 4 months (120 calendar days) for construction (Final Completion).

COMPENSATION

Compensation will be based on Lump Sum (LS) costs. Attachment No. 1 provides the details of the compensation for the construction phase.

Article C. Compensation Provisions

The CONSULTANT shall perform the above services for tasks 1 through 3 (and Subconsultants) a not to exceed amount of \$ 41,890.00.

Article D. Period of Service

The CONSULTANT shall perform the above services over a period of 4 months from notice to proceed.

Attachments:

- Attachment 1: Breakdown of hours and fees

Services not identified in this scope of work (including geotechnical, environmental, etc.) or specifically excluded can be provided as additional services at the direction of JEA.

# Award #5 Supporting Documents 11/14/24

Attachment No. 1 _ Oct 18 2024 rev Oct 21 2024	POSITION	PM/EOR	Lead Project Civil/Mechan Eng	Senior Structural Engineer	Senior HVAC & Mechanical	Senior Electrical Engineer	Senior CADD Tech	Admin			Expenses	HOURS/TASK	TOTAL FEE/TASK
TASK	RATE	\$ 185.00	\$ 170.00	\$ 200.00	\$ 175.00	\$ 175.00	\$ 105.00	\$ 55.00	\$ -	\$ -	\$ -		
<b>1 PROJECT MANAGEMENT</b>													
1.1 Prepare monthly invoices and submit project progress updates with Invoices. Qt = 4. Expenses		8.00						4.00				12	\$ 1,700.00
											100.00		\$ 100.00
TASK 1 LABOR FEE	\$ 1,700.00	\$ 1,480.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 220.00	\$ -	\$ -	\$ 100.00	12	\$ 1,800.00
TASK 1 HOURS	12	8	0	0	0	0	0	4	0	0		12	
<b>TASK 1 LUMP SUM</b>													<b>\$ 1,800.00</b>
<b>2 Post Design Services (Construction Phase Services).</b>													
2.1 Pre-Construction Meeting. Qt = 1.													
2.1.1 Attend on-site pre-construction meeting (Project Manager and EOR Only).		6.00						2.00			50.00	8	\$ 1,270.00
2.2 Construction Progress Meetings (4) EOR/PM Only		12.00						12.00				24	\$ 2,880.00
2.3 Review Shop Drawings. Qt = 4.													
2.3.1 Receive, review, evaluate and distribute shop drawings within 14 business days of receipt of the shop drawings. The expected number of shop drawings is 4 including resubmittals. Shop drawing review will be electronically transmitted by email with logs kept by the Contractor and CONSULTANT. Note this includes up to 3 reviews per shop drawing.		2.00	10.00		2.00	2.00		1.00			50.00	17	\$ 2,875.00
2.4 Manufacturer O&M Manuals. Qt = 2													
2.4.1 Receive, review, evaluate and distribute manufacturer O&M manuals within 14 business days of receipt of the manufacturer supplied shop drawings. The expected number of O&M manuals is 2		2.00	2.00		2.00	4.00		3.00			50.00	13	\$ 1,975.00
2.5 Requests for Information (RFI). Qt = 8.													
2.5.1 Receive, review, and evaluate RFIs. Submit RFI response to JEA Project Manager. The expected number of RFIs is 8.		10.00	46.00	2.00	4.00	11.00	13.00	2.00			50.00	88	\$ 14,220.00
2.8 Substantial Completion Walk-Through. Qt = 1.													
2.8.1 Overall engineer of record to conduct a walk through to assess visually project completion.		5.00									50.00	5	\$ 975.00
2.8.2 Instrumentation, Electrical, and Mechanical engineer of record to conduct a walk through to assess the project completion.					8.00	8.00		2.00			50.00	18	\$ 2,960.00
2.8.3 Create a punch list and issue letter of Substantial Completion recommendation to JEA.		3.00	4.00	1.00	1.00	1.00		3.00			25.00	13	\$ 1,975.00
2.9 Final Walk-Through. Qt = 1.													
2.9.1 Overall engineer of record will conduct the final walk through to confirm and verify the completion of the punch list.		3.00						2.00			50.00	5	\$ 715.00
2.9.2 Instrumentation/Electrical Engineer will conduct the final walk-through to confirm and verify the completion of the punch list						3.00		1.00			100.00	4	\$ 680.00
2.10. Construction Record Drawings. Qt = 1.													
2.10.1 Review and approve Contractor's record drawing markups and as-builts submitted in CAD and PDF format in conjunction with JEA PM.		3.00	4.00		2.00	3.00	8.00	2.00			100.00	22	\$ 3,160.00
2.10.2 Produce and submit construction record drawings electronically for JEA review.		2.00					6.00	3.00			75.00	11	\$ 1,240.00
2.10.3 Incorporate JEA PM review comments and submit final construction record drawings.													
2.12 Project Certification (If Apply). Qt = 1.		6.00	1.00		2.00	2.00						11	\$ 1,980.00
TASK 2 LABOR FEE	\$ 36,255.00	\$ 9,990.00	\$ 11,390.00	\$ 600.00	\$ 3,675.00	\$ 5,950.00	\$ 2,835.00	\$ 1,815.00	\$ -	\$ -	\$ -		\$ 36,905.00
TASK 2 HOURS	239	54	67	3	21	34	27	33	0	0		239	
<b>TASK 2 LUMP SUM</b>													<b>\$ 36,905.00</b>
<b>3 Deliverables</b>													
3.1 Construction Record Drawings: One (1) signed and sealed full size to scale (22" x 34" plotted on 24" x 36") and One (1) 11" x 17" hard copies to scale and in PDF and ACAD*.dwg format.		2.00	4.00		1.00	1.00	15.00	2.00			100.00	25	\$ 3,185.00
TASK 3 LABOR FEE	\$ 3,085.00	\$ 370.00	\$ 680.00	\$ -	\$ 175.00	\$ 175.00	\$ 1,575.00	\$ 110.00	\$ -	\$ -	\$ 100.00		\$ 3,185.00
TASK 3 HOURS	25	2	4	0	1	1	15	2	0	0		25	
<b>TASK 3 LUMP SUM</b>													<b>\$ 3,185.00</b>
<b>TOTAL PROJECT LABOR FEE</b>	<b>\$ 41,040.00</b>	<b>\$ 11,840.00</b>	<b>\$ 12,070.00</b>	<b>\$ 600.00</b>	<b>\$ 3,850.00</b>	<b>\$ 6,125.00</b>	<b>\$ 4,410.00</b>	<b>\$ 2,145.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 200.00</b>		<b>\$ 41,240.00</b>
<b>TOTAL PROJECT HOURS</b>	<b>276</b>	<b>64</b>	<b>71</b>	<b>3</b>	<b>22</b>	<b>35</b>	<b>42</b>	<b>39</b>	<b>0</b>	<b>0</b>		<b>276</b>	
<b>TOTAL PROJECT LUMP SUM</b>													<b>\$ 41,890.00</b>



CGI  
 1350 René-Lévesque Boulevard West  
 15th Floor  
 Montreal (Quebec) H3G 1T4 / Canada  
 Tel. (514) 415-3000 | Fax (514) 415-3999

[cgi.com](http://cgi.com)

September 5, 2023

**BY EMAIL**

Mr. Troy Tremble  
 Manager – Field and Outage Management IT Systems  
 JEA  
 21, West Church Street T13  
 Jacksonville, Florida 32202 USA

**Subject: Software Support Agreement (Prima 1-year) – Notice Letter 2023-2024**

Dear Mr. Tremble:

We would like to inform you that the upcoming renewal date of the current Prima Software Support Agreement (the “Agreement”) is December 1st, 2023.

The terms and conditions of the current Software Support Agreement remain unchanged except as follows:

- The end date of the Release Support Period in Appendix C (Term/Specific Conditions) has been updated to November 30, 2024 to reflect next year’s renewal. This Appendix has been attached herewith.

**Annual CGI Support fees and HERE Usage fees**

The following table summarizes the CGI Licenses Prima 3-year support fees and HERE Usage fees that cover the period of December 1st, 2023, to November 30, 2024.

Description	One-Year Fees December 1st, 2023 to November 30, 2024
CGI Pragma Licenses Support (incl. last year’s CCPI):	\$279,090
HERE Annual Usage fees (incl. last year’s CCPI):	<u>\$61,265</u>
<b>Sub-Total (2022-2023):</b>	<b>\$340,355</b>
Annual CCPI increase at 3.3% (July 2023):	<u>\$11,232</u>
<b>Sub-Total:</b>	<b>\$351,587</b>
Extended Usage fee:	<u>Not Applicable</u>
<b>TOTAL (2023-2024):</b>	<b>\$351,587</b>



The Appendix D herewith attached replaces the Appendix D of the Agreement.

Please indicate your acknowledgement of this Support Agreement Renewal Notice Letter by providing your signature in the designated space on the next page.

Please ensure that the following statement *“JEA’s Purchase Order shall be governed by the terms and conditions of the Software Support Agreement between JEA and CGI dated December 1, 2010. Any terms and conditions contained in the Purchase Order shall be void and of no effect, even if signed by the party against which their enforcement is sought.”* appears on the Purchase Order.

Should you require additional information, please do not hesitate to contact us.

Sincerely,

Matthew Balog  
Vice-President, Consulting Services

**JEA**

By: \_\_\_\_\_

Name:

Title:

Date:



## Appendix C

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### Term/Specific Conditions

The Effective Date of the Original Agreement is December 1, 2010, with a term of three years.

In 2013, the parties renewed this Agreement for one (1) additional year ending November 30, 2014.

In 2014, the parties renewed this Agreement for one (1) additional year ending November 30, 2015.

In 2015, the parties renewed this Agreement for three (3) additional years ending November 30, 2018 (Agreement Letter dated August 17, 2015).

In 2018, the parties renewed this Agreement for three (3) additional years ending November 30, 2021 (Agreement Letter dated November 23, 2018).

In 2021, the parties renewed this Agreement for one (1) additional year ending November 30, 2022.

In 2022, the parties renewed this Agreement for one (1) additional year ending November 30, 2023.

This Agreement is being renewed for one (1) more year.

The Release Support Period starts on the Effective Date and ends on November 30, 2024.





## Appendix D

### Summary of Support Fees

Customer agrees to pay the following annual support fees:

Description	One-Year Fees December 1st, 2023 to November 30, 2024
CGI Pragma Licenses Support (incl. last year's CCPI):	\$279,090
HERE Annual Usage fees (incl. last year's CCPI):	<u>\$61,265</u>
<b>Sub-Total (2022-2023):</b>	<b>\$340,355</b>
Annual CCPI increase at 3.3% (July 2023):	<u>\$11,232</u>
<b>Sub-Total:</b>	<b>\$351,587</b>
Extended Usage fee:	<u>Not Applicable</u>
<b>TOTAL (2023-2024):</b>	<b>\$351,587</b>

Prices contained herein shall be increased yearly, starting on the Effective Date, on the basis of the Canadian Consumer Price Index (CCPI).

The CGI licenses and quantities covered under this support agreement are as follows:

CGI Licenses (up to 500,000 customers)	Qty
<b>Server Licenses</b>	
PragmaUP	1
PragmaVIEWS	1
PragmaPROOF	1
PragmaWEB	1
PragmaCAD (with Auto-dispatch)	1
SkyVIEW	1
Fax Interface	1



CGI Licenses (up to 500,000 customers)	Qty
Pager Interface	1
Alarm & Event Manager	1
PragmaROAD	1
Substation Studio	1
Scheduler / Work Optimization	1
Complex Order	1
Client Licenses	
OMS I-Call	100
OMS Dispatchers	10
PragmaCAD dispatcher seats	34
PragmaGEO Dispatcher seats	34
Moblite	365
Moblite options	345
SkyVIEW (Graphical view client module option)	20
PragmaROAD	365
Mobile Supervisor (includes PragmaROAD)	15
PragmaFIELD	100



**HERE Licenses Annual Usage Fees**

The HERE licenses and quantities covered under this agreement are as follows:

HERE License Description	Qty
HERE licenses for PragmaWEB users- A minimum of 100 users <i>Note: This annual price offers an annual map upgrade</i>	1 block of 100
HERE licenses for 10 ROMS Dispatchers – Full time, as previously purchased <i>Note: This annual price offers an annual map upgrade</i>	10
HERE licenses for 365 MobLITE and 15 MobileSUPERVISOR as previously purchased and 100 new PragmaFIELD licenses. <i>Note: This annual price offers an annual map upgrade</i>	480



CGI  
 1350 René-Lévesque Boulevard West  
 15th Floor  
 Montreal (Quebec) H3G 1T4 / Canada  
 Tel. (514) 415-3000 | Fax (514) 415-3999

[cgi.com](http://cgi.com)

September 23, 2024

**BY EMAIL**

Mr. Troy Tremble  
 Manager – Field and Outage Management IT Systems  
 JEA  
 21, West Church Street T13  
 Jacksonville, Florida 32202 USA

**Subject: Software Support Agreement - 3 Year Extension**

Dear Mr. Tremble:

The purpose of this letter is to extend the current Software Support Agreement by three years following the current expiration date of November 30, 2024.

The terms and conditions of the current Software Support Agreement remain unchanged except as follows:

- The end date of the Release Support Period in Appendix C (Term/Specific Conditions) has been updated to November 30, 2027, to reflect the three year extension. This Appendix has been attached herewith.

**Annual CGI Support fees and HERE Usage fees**

The following table summarizes the CGI Licenses Prima 3-year support fees and HERE Usage fees that cover the period of December 1st, 2024, to November 30, 2027.

Description	Fees
CGI OpenGrid Licenses Support (incl. last year’s CCPI):	\$288,300
HERE Annual Usage fees (incl. last year’s CCPI):	<u>\$63,287</u>
<b>Sub-Total (2023-2024):</b>	<b>\$351,587</b>
Annual increase at 3.0%	\$10,548
OpenGrid Insights License Support	<u>\$25,000</u>
<b>Total Year 1 (12/1/24 - 11/30/25)</b>	<b>\$387,134</b>
<b>Total Year 2 (12/1/25 - 11/30/26)</b>	<b>\$398,748</b>
<b>Total Year 3 (12/1/26 - 11/30/27)</b>	<b>\$410,711</b>



The Appendix D herewith attached replaces the Appendix D of the Agreement.

Please indicate your acknowledgement of this Support Agreement Renewal Notice Letter by providing your signature in the designated space on the next page.

Please ensure that the following statement *“JEA’s Purchase Order shall be governed by the terms and conditions of the Software Support Agreement between JEA and CGI dated December 1, 2010. Any terms and conditions contained in the Purchase Order shall be void and of no effect, even if signed by the party against which their enforcement is sought.”* appears on the Purchase Order.

Should you require additional information, please do not hesitate to contact us.

Sincerely,

Matthew Balog  
Vice-President, Consulting Services

**JEA**

By: \_\_\_\_\_

Name:

Title:

Date:



## Appendix C

---

### Term/Specific Conditions

The Effective Date of the Original Agreement is December 1, 2010, with a term of three years.

In 2013, the parties renewed this Agreement for one (1) additional year ending November 30, 2014.

In 2014, the parties renewed this Agreement for one (1) additional year ending November 30, 2015.

In 2015, the parties renewed this Agreement for three (3) additional years ending November 30, 2018 (Agreement Letter dated August 17, 2015).

In 2018, the parties renewed this Agreement for three (3) additional years ending November 30, 2021 (Agreement Letter dated November 23, 2018).

In 2021, the parties renewed this Agreement for one (1) additional year ending November 30, 2022.

In 2022, the parties renewed this Agreement for one (1) additional year ending November 30, 2023.

In 2023, the parties renewed this Agreement for one (1) additional year ending November 30, 2024.

[In 2024, the parties renewed this Agreement for three \(3\) additional years ending November 30, 2027.](#)

This Agreement is being renewed for an additional three (3) years.

The Release Support Period starts on the Effective Date and ends on November 30, 2027.



## Appendix D

### Summary of Support Fees

Customer agrees to pay the following annual support fees:

Description	Fees
CGI OpenGrid Licenses Support (incl. last year's CCPI):	\$288,300
HERE Annual Usage fees (incl. last year's CCPI):	<u>\$63,287</u>
<b>Sub-Total (2023-2024):</b>	<b>\$351,587</b>
Annual increase at 3.0%	\$10,548
OpenGrid Insights License Support	<u>\$25,000</u>
<b>Total Year 1 (12/1/24 - 11/30/25)</b>	<b>\$387,134</b>
<b>Total Year 2 (12/1/25 - 11/30/26)</b>	<b>\$398,748</b>
<b>Total Year 3 (12/1/26 - 11/30/27)</b>	<b>\$410,711</b>

The CGI licenses and quantities covered under this support agreement are as follows:

CGI Licenses	Qty
<b>OpenGrid Workforce</b>	1
<b>OpenGrid Field</b>	465
<b>OpenGrid Field - Supervisor</b>	15
<b>OpenGrid Network</b>	1
<b>OpenGrid Insights</b>	1



**HERE Licenses Annual Usage Fees**

The HERE licenses and quantities covered under this agreement are as follows:

HERE License Description	Qty
HERE licenses for OpenGrid Workforce (previously PragmaWEB users- A minimum of 100 users) <i>Note: This annual price offers an annual map upgrade</i>	1 block of 100
HERE licenses for OpenGrid Workforce (previously ROMS Dispatchers Full time, as previously purchased) <i>Note: This annual price offers an annual map upgrade</i>	10
HERE licenses for 465 OpenGrid Field and 15 OpenGrid Field Supervisor <i>Note: This annual price offers an annual map upgrade</i>	480



## *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; **Note: Please provide justification.**
- (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; **Note: If this is a Single Source Standard or OEM, please provide proper backup documentation.**
- (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:**

#### **Vendor Name:**

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#### **Description of Services or Supplies provided by Vendor:**

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## Regular Agenda #1 Supporting Documents 11/14/24

### 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: B

Is this Single Source also a Ratification?      Yes      No      If yes, explain

OR

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

Is this Emergency also a Ratification?      Yes      No      If yes, explain

*Brad Krol*  
Signature of JEA Business Unit Chief (or designee)

Name of JEA Business Unit Chief (or designee)

**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.**

# QUOTE DETAILS



**PROJECT NAME :** Fulton Cut Towers PyraMax    **QUOTE CATEGORY :** Quotation  
**PROJECT NUMBER :** 604354    **ANCHOR BOLT LEAD TIME :**  
**REVISION DATE :** 5-10/22/2024    **STRUCTURE/ARM LEAD TIME :**  
**CREATE DATE :** 12/04/2023    **QUOTE VALIDITY :** 30 days  
**CUSTOMER :** Pickett    **SHIP TO :**  
**CUSTOMER RFQ :**    **FREIGHT TERMS :** Prepaid & Allowed  
**FOB :** Destination  
  
**VALMONT REPS :** John Carter & Associates - Tommy Hanner

GROUP	CATALOG #	CUSTOMER ID	DESCRIPTION	FINISH TYPE	QTY	UNIT WEIGHT (LBS)	EXTENDED WEIGHT (LBS)	UNIT PRICE (USD)	EXTENDED PRICE (USD)
Non-Group			PE Stamp	No Finish	7	0.00	0.00	\$1,500.00	\$10,500.00
			Test Fit-Up	No Finish	6	0.00	0.00	\$12,000.00	\$72,000.00
<b>Non-Group Total</b>					<b>13.00</b>		<b>0.00</b>		<b>\$82,500.00</b>
Monopoles	DEND-200		200' AGH, DEADEND STR 8A,10A,15A,15B	Galvanize	4	127,434.05	509,736.20	\$486,062.00	\$1,944,248.00
	DEND-200		200' AGH, DEADEND STR 8A,10A,15A,15B - Anchor Bolts, Pole POLEDESIGN0	Galvanize	4	9,375.00	37,500.00	\$27,731.00	\$110,924.00
	DEND-200-FAA		200.0' AGH, DEADEND STR 8B,10B FAA	Galvanize	2	130,927.75	261,855.50	\$511,557.00	\$1,023,114.00
	DEND-200-FAA		200.0' AGH, DEADEND STR 8B,10B FAA - Anchor Bolts, Pole POLEDESIGN0	Galvanize	2	9,375.00	18,750.00	\$27,731.00	\$55,462.00
	DEND-210		210' AGH, DEADEND STR 13A,13B	Galvanize	2	116,953.37	233,906.74	\$363,104.00	\$726,208.00
	DEND-210		210' AGH, DEADEND STR 13A,13B - Anchor Bolts, Pole POLEDESIGN0	Galvanize	2	9,445.00	18,890.00	\$28,192.00	\$56,384.00
	DEND-215		215' AGH, DEADEND STR 71A,71B	Galvanize	2	118,787.00	237,574.00	\$365,881.00	\$731,762.00
	DEND-215		215' AGH, DEADEND STR 71A,71B - Anchor Bolts, Pole POLEDESIGN0	Galvanize	2	8,690.00	17,380.00	\$26,111.00	\$52,222.00
	DEND69-200		200.0' AGH, DEADEND STR 69A,69B	Galvanize	2	112,609.84	225,219.68	\$420,274.00	\$840,548.00
	DEND69-200		200.0' AGH, DEADEND STR 69A,69B - Anchor Bolts, Pole POLEDESIGN0	Galvanize	2	8,174.00	16,348.00	\$24,178.00	\$48,356.00
<b>Monopoles Total</b>					<b>24.00</b>		<b>1,577,160.12</b>		<b>\$5,589,228.00</b>
PyraMAX	P1-MAX364		364' AGH, PYRAMAX STR#14,15,70,71	Galvanize	4	332,685.85	1,330,743.40	\$1,785,654.00	\$7,142,616.00
	P1-MAX364		364' AGH, PYRAMAX STR#14,15,70,71 - Anchor Bolts, Pole POLE1	Galvanize	16	2,203.00	35,248.00	\$6,878.00	\$110,048.00
	P1-MAX364-FAA		364' AGH, PYRAMAX STR#9,10	Galvanize	2	337,142.09	674,284.18	\$1,822,362.00	\$3,644,724.00
	P1-MAX364-FAA		364' AGH, PYRAMAX STR#9,10 - Anchor Bolts, Pole POLE1	Galvanize	8	2,203.00	17,624.00	\$6,878.00	\$55,024.00
<b>PyraMAX Total</b>					<b>30.00</b>		<b>2,057,899.58</b>		<b>\$10,952,412.00</b>
<b>Quote Total</b>							<b>3,635,059.70</b>		<b>\$16,624,140.00</b>

**General Notes** Monopole Pricing will need to verified 26-28 weeks prior to delivery.

Monopole lead times  
 Cages 16-18 Weeks  
 Structures 26-28 Weeks  
 PyraMAX Lead times  
 Cages 16-18 Weeks  
 Structures 46-48 weeks with deliveries spaced out 2 weeks for each additional PyraMAX.

Trent, Darcy A.  
 Associate Project Administrator  
 Darcy.Trent@valmont.com

Erickson, Jeff R.  
 Product Manager - Tubular Transmission  
 +1 (402) 8134688  
 jeff.erickson@valmont.com

Dodd, Bobby  
 Sales Manager  
 +1 (469) 7587402  
 Bobby.Dodd@valmont.com

# QUOTE DETAILS



**PROJECT NAME :** Fulton Cut Towers PyraMax     **QUOTE CATEGORY :** Quotation  
**PROJECT NUMBER :** 604354     **ANCHOR BOLT LEAD TIME :**  
**REVISION DATE :** 5-10/22/2024     **STRUCTURE/ARM LEAD TIME :**  
**CREATE DATE :** 12/04/2023     **QUOTE VALIDITY :** 30 days  
**CUSTOMER :** Pickett     **SHIP TO :**  
**CUSTOMER RFQ :**     **FREIGHT TERMS :** Prepaid & Allowed  
**FOB :** Destination  
  
**VALMONT REPS :** John Carter & Associates - Tommy Hanner

**General Notes** It shall be the customers responsibility on weathering steel product to silicone seal any field or factory drilled holes to prevent moisture intrusion.  
 Structures to ship, per quoted lead-time, after receipt of purchase order and approved design calculations for custom structures.  
  
 Anchor Bolts (when required) to ship, per quoted lead-time, after receipt of approved drawings and approximately 4 weeks prior to structure schedule.  
  
 This delivery is based upon drawing approval within 1 week for standard structures and custom designs. Current shipping schedules are based on conditions in effect at time of this quotation. Actual schedules are subject to change due to conditions existing at time of order by customer.  
  
 Prices and lead-times are subject to receipt of a purchase order within the stated quote validity. Prices and delivery are subject to change in cases where the approval process for calculations, specifications, or drawings extends beyond allotted time.  
  
 If stated delivery is not acceptable, please contact Valmont's utility sales manager or representative for alternative options. Structures will be shipped unassembled. Structures delivered on standard flatbed trailer and unloading of product shall be the responsibility of the customer, unless otherwise stated. Unloading or material handling at the job site upon delivery is not included in the price of this quote. Valmont's Standard Best Practice Shipping shall apply. A detention fee may be incurred if the unloading of structures exceeds 2 hours.

**Terms and Conditions Notes** Sales and Use tax is NOT included in the price of this quote.  
 Payment terms are Net 30 days from the date of the Supplier's invoice, upon approved credit, no discounts.  
  
 Valmont's proposal is expressly conditioned upon the attached Valmont Standard Terms and Conditions governing the sales and supply of the reference structures. Valmont rejects any terms or conditions contained in the proposal that differ from the attached terms, and specifically rejects any differing or conflicting terms attached to any following purchase orders or acknowledgements or transmittals, unless such terms are agreed to in writing by Valmont.  
  
 Please see attached Cancellation Clause.  
  
 Valmont is willing to negotiate Terms and Conditions at award of order.

**Specification Notes** These documents, drawings and/or calculations and all information related to them are the exclusive property and the proprietary information of Valmont and are furnished solely upon the conditions that they will be retained in strictest confidence and shall not be duplicated, used or disclosed in whole or in part for any purpose in any way without prior written permission of Valmont.

**Engineering Notes** Please see engineering comments and exceptions included in the design calculations attached.  
  
 Mounting hardware, installation hardware and insulators are NOT included in the price of this quote. Necessary connecting hardware for pole erection IS included in the price of this quote.  
  
 The design information included with this proposal is preliminary in nature and may be refined after the award of an order. Valmont's intent is to meet the inquiry specification noting attached comments and exceptions. Please review these, along with the design information enclosed, to ensure that we have correctly interpreted the inquiry requirements. Responsibility for correctness of size, spacing and elevation of mounting holes for electrical equipment shall be with the purchaser or his authorized representative.

**Warranty Notes** Valmont's standard one (1) year warranty from the time of delivery shall apply.

Trent, Darcy A.  
 Associate Project Administrator  
 Darcy.Trent@valmont.com

Erickson, Jeff R.  
 Product Manager - Tubular Transmission  
 +1 (402) 8134688  
 jeff.erickson@valmont.com

Dodd, Bobby  
 Sales Manager  
 +1 (469) 7587402  
 Bobby.Dodd@valmont.com



### **Standard Cancellation Terms and Charges**

From authorization to proceed up to the point of Supplier's submittal of final engineering calculations, if the order or structure(s) are cancelled; -10% of the project or structure price will be charged

From approval by the Customer of final engineering calculations through submittal of final approved production drawings, if the order or structure(s) are cancelled; - 20% of the project or structure price will be charged

From approval by the Customer of final production drawings, up until the point the material is ordered for the project by Supplier, if the order or structure(s) are cancelled - 50% of project or structure price will be charged, less any converted usage of material for other projects

From the point of material order to the start of anchor bolt cage manufacturing and the start of pole manufacturing, if the project or structure(s) are cancelled - 70% of the project, structure(s) or anchor bolt (if the order is for anchor bolts only) price will be charged, less any converted usage of pole or anchor bolt material

After the start of manufacturing, if the project or structure(s) are cancelled; - 100% of the project or structure price will be charged, less any converted usage or scrap value



UTILITY

**VALMONT UTILITY  
STANDARD TERMS AND CONDITIONS OF SALE**

**AGREEMENT:** This document ("Document") contains the standard terms and conditions of sale by Valmont-Newmark ("Supplier"), to Purchaser, of products, materials, other goods, equipment, operations, or services ("Product"). If this Document is a quotation, then the offer contained herein shall remain open for thirty (30) days from the date it was issued, unless otherwise specified, and Purchaser shall be deemed to have accepted the offer and terms and conditions contained herein upon the earlier of: (1) Purchaser's signature and return of this Document to Supplier by fax or any other means; (2) Supplier's receipt of any order or any other writing from Purchaser indicating Purchaser's acceptance and agreement to the terms hereof. Whether this Document is a quotation, an invoice, or otherwise, the terms and conditions of the parties' agreement shall consist solely of the terms and conditions contained on the front and back of this Document, together with any separate written agreement previously executed by both Purchaser and Supplier, any invoices generated in connection herewith, and any written addenda to the foregoing that are Signed by Purchaser and Supplier (all of which are hereinafter collectively referred to as the "Agreement"). Any additional or different terms contained in any order or other document submitted by Purchaser to Supplier shall be deemed rejected, unless expressly accepted in writing by Supplier. In no event shall Supplier's silence or failure to respond to any such additional or different terms be deemed to constitute acceptance or approval thereof. If this Document is a quotation, then failure of the Purchaser to reject these terms and conditions in writing upon the first to occur of the receipt of this or any other document from or on behalf of the Supplier containing these terms and conditions or the delivery of Product pursuant to the Agreement shall constitute final acceptance of the terms and conditions hereof. To the extent this invoice is in any way deemed to be an acceptance of an offer of the Purchaser, any such acceptance of the Supplier is expressly conditioned upon the consent of the Purchaser to the terms and conditions of the Agreement.

**MODIFICATIONS:** The Agreement may be modified or rescinded only in writing signed by duly authorized representatives of the parties. For any changes requested by Purchaser to the quantity or quality of the Product, Purchaser shall pay the Supplier a charge equal to the actual additional cost incurred by the Supplier as a result of such change plus a reasonable percentage of such actual cost for overhead and profit.

**CANCELLATION:** Orders accepting an offer from Supplier may be canceled only with Supplier's written consent and upon terms which will save Supplier from loss, including all out-of-pocket costs and lost profits.

**LIMITED WARRANTY:** Supplier warrants the Product to be free of material and workmanship defects for a period of one year from the date of shipment, but said warranty is limited to material and workmanship of the Product designed and manufactured by the Supplier. For any Product manufactured using items supplied by Purchaser or Purchaser's designee, Supplier makes no warranty concerning the design, fabrication, or manufacture of the items supplied. Such items shall carry only the respective designer's, fabricator's, or manufacturer's warranty, if any. For any Product manufactured or fabricated by Supplier according to specifications or designs provided by Purchaser or Purchaser's designee, Supplier makes no warranty concerning the adequacy or sufficiency of the specifications or designs themselves. No person has the authority to bind Supplier to any representation or warranty other than the foregoing limited warranties as disclaimed.

All warranty claims alleging defects of materials or workmanship must be submitted in writing within thirty (30) days after the discovery of the defect or such claim shall be considered waived. Supplier will not accept Product returned to it for repair or replacement, unless Supplier is previously notified of the defect in writing and the return or correction is authorized by Supplier in writing. Any Product deemed by Supplier, in its sole discretion, to be defective in material or workmanship will be repaired or replaced, at Supplier's option, F.O.B. Supplier's plant.



UTILITY

Supplier's obligation to repair or replace any defective Product shall not include any obligation to reimburse the Purchaser for transportation, installation, removal, unauthorized repairs, or any other expenses that may be incurred by the Purchaser or others in relation to any Product defect.

The foregoing warranties shall not apply to any Product that has been subjected to misuse, neglect or accident, or has been altered or tampered with, or has been used beyond its normal useful or expected life, or which has had corrective work done thereon, without Supplier's written consent.

**THE FOREGOING WARRANTIES ARE THE ONLY WARRANTIES GIVEN BY SUPPLIER, AND SUPPLIER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING FROM STATUTE, COMMON LAW, CUSTOM, COURSE OF DEALING, USAGE OF TRADE, OR OTHERWISE. THE REMEDY OF REPAIR OR REPLACEMENT OF THE DEFECTIVE PRODUCT SET FORTH IN THE FOREGOING WARRANTIES SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO ANY PERSON. SUPPLIER SHALL NOT BE LIABLE FOR ANY LOSS, INJURY, EXPENSE, OR DAMAGE, WHETHER DIRECT, CONSEQUENTIAL, INCIDENTAL, OR OTHERWISE (INCLUDING LOST PROFITS), RESULTING FROM THE POSSESSION, INSTALLATION, ERECTION, START-UP, USE, MAINTENANCE, OPERATION, REMOVAL, OR RESALE OF SUPPLIER'S PRODUCT OR CAUSED BY ANY DEFECT, FAILURE, OR MALFUNCTION OF ANY PRODUCT, WHETHER A CLAIM FOR SUCH DAMAGES IS BASED UPON WARRANTY, CONTRACT, NEGLIGENCE, OR OTHERWISE.**

**LIMITATION OF ACTION:** Any lawsuit based on or related in any way to the Agreement or the Product described therein must be commenced within two (2) years after delivery of the Product or other goods to the Purchaser or it shall be barred.

**DELIVERY AND FREIGHT:** Unless otherwise stated, delivery of Product will be made F.O.B. point of shipment, freight allowed. Shipping dates are approximate and are based on prompt receipt of all necessary information from the Purchaser. Inspection or testing required by the Purchaser will be considered as extending the shipping dates accordingly. Additional charges will be made for any Purchaser-specified packing method beyond those chosen by Supplier, unless included in price.

If both Supplier and Purchaser agree to delivery of Product F.O.B. destination, then the following additional provisions apply: (i) prices shall include freight, permits and escorts, if needed, to deliver poles from plant to job site, (ii) Purchaser shall be responsible for truck access to the off-load point on a legal right-of-way, such that the truck can adequately travel to and from the destination under its own power, and (iii) Purchaser shall be responsible for all damage done to landscaping and grounds due to delivery.

**PRICING:** All prices are subject to change without advance notice except those shown on a specific quotation indicating the prices to be firm for thirty (30) days from the date of the quotation. For orders accepting offers made by Supplier, Purchaser agrees that if the contract documents or designs or the prices of raw materials change from that contained in the order, Supplier has a right to charge additional compensation for increased costs, including, without limitation, costs related to freight and raw materials, as well as for increased margin associated therewith.

**RETURNS:** Supplier will not accept returns for custom-made Product for any reason, provided that Supplier will accept returns made solely for repair or replacement under the foregoing express warranties, but only if Supplier has previously authorized said returns in writing. Standard (non-custom) Product may not be returned without the written consent of Supplier, and only upon the following conditions: (i) all returned Product must be in excellent and merchantable condition; (ii) "Return Goods Authorization" labels, available from Supplier, must accompany the shipment; (iii) the outbound and return freight must be pre-paid; and (iv) the return is subject to a restocking charge of 45% of the then-current price.



UTILITY

**RISK OF LOSS:** Risk of Loss shall pass to Purchaser upon the earlier of (i) completion of the Product's manufacture, if shipment is delayed by Purchaser, (ii) delivery of the Product to the Purchaser in cases where shipment is F.O.B. destination, or (iii) delivery of the Product to the carrier in cases where shipment is collect or is F.O.B. point of shipment.

**INSTALLATION:** Purchaser shall be solely responsible at its cost for the installation and erection of the Product purchased. Although Supplier may, in some cases, provide a support person, data, manuals, instructions, designs, drawings or specifications to aid Purchaser with installation or start-up, **SUPPLIER ASSUMES NO RESPONSIBILITY FOR PROPER INSTALLATION OR SUPPORT OF THE PRODUCT WHEN ERECTED AND DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO SUCH INSTALLATION OR SUPPORT, WHETHER OR NOT DATA, MANUALS, INSTRUCTIONS, DESIGNS, DRAWINGS OR SPECIFICATIONS ARE PROVIDED OR A SUPPORT PERSON AIDS IN THE INSTALLATION.**

**DELAYS:** Supplier will deliver or ship with reasonable promptness, but shall not be liable for failure or delay in delivery due to acts of God, public enemy, riots, insurrections, orders bearing priority rating established pursuant to law, strikes, labor difficulties, differences with workmen, local labor shortages, fire, flood or other casualty, government regulations or requirements, shortages or failure of raw material, supplies, fuel, power or transportation, interruptions in transportation, or the act or default of the carrier or consignee, breakdown of equipment, or any other causes beyond Supplier's reasonable control, whether of similar or dissimilar nature than those enumerated.

**SUPPLIER SHALL HAVE SUCH ADDITIONAL TIME WITHIN WHICH TO PERFORM AS MAY BE REASONABLE AND NECESSARY UNDER THE CIRCUMSTANCES. SUPPLIER SHALL NOT BE LIABLE TO PURCHASER FOR ANY DAMAGES ARISING FROM DELAYS, LOSS OF USE OR FOR OTHER DIRECT, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND WHATSOEVER. IN NO EVENT SHALL SUPPLIER BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES OR CLAIMS FOR LABOR RESULTING FROM FAILURE OR DELAY IN DELIVERY.**

**CREDIT APPROVAL:** All orders are subject to Supplier's approval of Purchaser's credit.

**TERMS, INVOICES & PAYMENT:** Payment terms are NET thirty (30) days from the date of Supplier's invoice, unless otherwise specified in the invoice or other applicable agreement. Invoices will be rendered upon delivery of each truck load to Purchaser. All payments shall be made to the "Remit to" location as stated on the Supplier's invoice. Supplier reserves the right to invoice, and Purchaser agrees to pay for, any or all material ready for shipment, together with expenses, costs, and losses associated therewith, whenever shipment is delayed pursuant to Purchaser's written instructions or for other reasons beyond Supplier's control.

**TAXES:** Any tax or other charge imposed by law on the sale of goods or the performance of services shall be paid by the Purchaser, unless the law specifically provides that such payment must be absorbed by Supplier. Purchaser shall inform the Supplier, in writing in advance, of such taxes or other charges imposed by state, municipal, or other law that are to be paid by the Supplier.

**LATE CHARGE:** A monthly late charge of 1.5% of the invoice amount or \$50, whichever is greater, will be assessed on all past-due amounts.

**SECURITY FOR PAYMENT:** To secure the payment of any and all amounts due Supplier under this Agreement or any other contract between the parties, Supplier retains and the Purchaser grants to Supplier a security interest in the Product purchased hereunder and agrees to execute and deliver to Supplier such financing statements and to take any other action necessary to perfect Supplier's security interest as Supplier may reasonably request.





UTILITY

**DEFAULT OF PURCHASER:** In the event that (i) Purchaser fails to pay any invoice when due; (ii) Purchaser breaches this Agreement or any other contract with Supplier or any of its affiliated companies; or (iii) Purchaser's financial strength becomes unsatisfactory to Supplier, Purchaser shall thereby be in default, and Supplier reserves the right, in its sole discretion, to do any one or more of the following: (i) cancel this Agreement and any work in progress, shipments, and pending orders without further notice; (ii) declare all sums owing from Purchaser to Supplier to be due and payable; (iii) require payment in advance of performance, in certified funds; (iv) foreclose any security interest; (v) require other security satisfactory to Supplier. The exercise of any rights under this contract shall not bar Supplier from exercising its rights under the UCC or any other applicable law. The Purchaser waives any applicable statutory exemptions and shall pay all expenses incurred by Supplier in the collection of the amounts due under the Agreement, including attorneys' fees.

**PATENTS, TRADE SECRETS, PROPRIETARY RIGHTS & INTERESTS:** Purchaser shall indemnify and defend Supplier against any loss, liability or expense resulting from a claim that any Product, or any part thereof, furnished by Purchaser hereunder infringes any patent, trade secret or other proprietary right or interest.

**CONFIDENTIALITY:** Purchaser shall employ all reasonable means to assure that material from Supplier which is labeled "privileged, confidential or proprietary" or with similar wording and which comes into Purchaser's possession as a result of this order shall not be disclosed without authorization to anyone other than employees of Purchaser with a need to know. At a minimum, Purchaser will employ the same procedures to ensure confidentiality as it uses for its own privileged, confidential or proprietary materials. Purchaser shall, at the end of the performance of the Agreement, return privileged, confidential or proprietary material to the owner or supplier of such material or, if requested by the owner or supplier, destroy such material.

**MANUALS, DESIGNS, DRAWINGS AND SPECIFICATIONS:** All manuals, instructions, designs, drawings or specifications related to the Product described in this order and the information contained therein contain proprietary information and may not be reproduced, transferred, or distributed or used in any manner unrelated to the equipment or other goods sold pursuant to this order by Purchaser without the prior consent of Supplier.

**INDEMNIFICATION:** Purchaser shall indemnify and hold Supplier harmless from all expenses (including attorneys' fees), claims, demands, suits, judgments, actions, costs, and liabilities, which may arise from, relate to, or be connected with the Purchaser's possession, installation, erection, start-up, use, maintenance, operation, removal, or resale of the Product described herein and any manuals, instructions, designs, drawings or specifications related thereto.

**GOVERNING LAW:** All disputes relating to the execution, interpretation, construction, performance or enforcement of the rights and obligations of the parties hereto shall be governed by the laws of, and resolved in the State and Federal courts in the State of Nebraska, and the parties hereby consent to venue in Omaha, Nebraska. All terms and conditions hereof shall be enforced and construed in accordance with the laws of the State of Nebraska. **THE PURCHASER AND SUPPLIER EACH HEREBY WAIVE THEIR RIGHT TO A TRIAL BY JURY ON ANY CLAIM (INCLUDING COUNTERCLAIMS) ARISING WITH RESPECT TO THE GOODS PURCHASED HEREUNDER.**

## *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; **Note: Please provide justification.**
- (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; **Note: If this is a Single Source Standard or OEM, please provide proper backup documentation.**
- (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:**

#### **Vendor Name:**

---

#### **Description of Services or Supplies provided by Vendor:**

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## Regular Agenda #2 Supporting Documents 11/14/24

### **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:

Is this Single Source also a Ratification?      Yes      No      If yes, explain

OR

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

Is this Emergency also a Ratification?      Yes      No      If yes, explain

*Raynetta Curry Marshall*  
**Signature of JEA Business Unit Chief (or designee)**  
Raynetta Curry Marshall  
**Name of JEA Business Unit Chief (or designee)**

**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.**

# Memo

**To:** James Bennett, JaxPort  
**From:** Sebastian Chmist, JEA  
**Date:** September 19, 2023  
**Re:** Fulton Cut Crossing Towers – Sole Source Justification

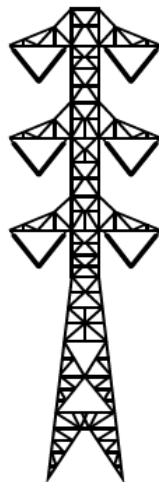
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This memo is to justify that the proposed transmission towers for the Fulton Cut Crossing Replacement project are a sole source product, manufactured by Valmont Utility.

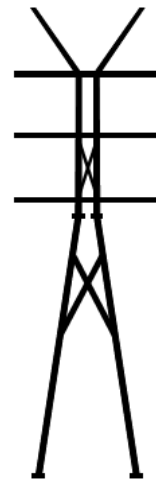
The new transmission towers required for the Fulton Cut Crossing Replacement project are anticipated to be as tall as 420 feet above the top of their foundations. Structures of this height significantly impact the following critical elements: constructability, safety, tower footprint, real estate, environmental impacts, foundation size/depth/cost, future maintenance, and structure performance. Each of these elements individually will affect the cost of the project; however, collectively they will significantly impact the overall project cost and schedule.

There are only two types of towers of this size that are feasible for this project, steel lattice towers or tubular steel PyraMax towers. Below is a diagrammatic representation of each type.

**LATTICE  
TOWERS**



**PYRAMAX  
STRUCTURE**



Critical and unique elements of the design, construction and performance of each type of tower, specifically as they relate to this project, will be addressed below.

**1. Constructability**

A. Lattice towers consist of angular “L” shaped steel members, commonly called angle iron, bolted together at each joint. A single 400ft+ tall lattice tower is estimated to consist of approximately 1,800 steel angle members bolted together at approximately 630 joints with approximately 7,000 bolts.

PyraMax towers consist of tubular steel members bolted together at flanged connections. Each face of the tower is braced with a tubular steel cross-brace. Using tubular steel allows for substantially less members and connections by being able to use longer and fewer members. A single 400ft+ tall PyraMax tower is estimated to consist of approximately 200 tubular steel members bolted together at approximately 80 joints with approximately 2,000 bolts.

Delivery, inventory, storage, handling, assembly, installation and inspections can all be accomplished quicker using PyraMax towers. Both types of towers use repetitive framing and connections to the greatest extent possible, but PyraMax uses only a fraction of types of members and connections compared to lattice, allowing the tubular steel framing process to be accomplished much more efficiently.

Tower Type	No. of Members per Tower	No. of Members for (6) Towers	No. of Joints per Tower	No. of Joints for (6) Towers	No. of Bolts per Tower	No. of Bolts for (6) Towers
Lattice	1,800	10,800	630	3,780	7,000	42,000
PyraMax	200	1,200	80	480	2,000	12,000
% Reduction	900%		788%		350%	

As is evident in the table above, a substantial amount of time and labor will be saved in erecting a PyraMax tower as opposed to a lattice tower. A 40-person crew will take at least (7) weeks to assemble a lattice tower, whereas a 25-person crew can assemble a PyraMax tower within (4) weeks. The estimated labor cost savings and estimated time savings is:

Estimated Labor Cost Savings for (6) Towers: \$4,000,000

Estimated Schedule Savings for (6) Towers: 14-18 weeks

B. Lattice towers are erected in sections whereby each section is assembled on the ground and then lifted into place on top of the previous section. This process requires sufficient ground space to be able to lay out the material for each section, bolt them together and allow a crane position itself to lift each section into place as the tower is erected vertically. The footprint of the towers is anticipated to be approximately 65-85ft square, therefore a minimum of a 200ft x 200ft flat area is required on each side of the river to assemble and lift each section with a crane. An

additional 150ft x 150ft adjacent flat area for laydown of the material during section assembly is also required.

PyraMax towers are erected by lifting each individual tubular steel member or combined tubular steel members into place. The PyraMax tubular members do not require any ground assembly which alleviates the need for significant laydown space at each tower. Rather, the members are each lifted and bolted into place on the tower.

The project location is very constrained by geographic, topographic, environmental and security barriers that greatly limit the availability of flat areas near the proposed tower locations to assemble lattice tower sections. The project location is much more conducive to the simpler erection procedures of a PyraMax tower.

## **2. Full-scale Testing**

Full-scale testing of new lattice tower designs is required due to the site-specific design, complexity of the structure load path and the substantial number of members and connections. Full structural testing of PyraMax towers is not required due to a significantly fewer number of members and connections and the substantially less complex structural loading path. Full-scale testing of lattice towers can only be performed outside of the United States (Brazil, China, India, Turkey). The estimated cost savings and estimated time savings for not needing full-scale testing is:

Estimated Cost Savings:                   \$500,000

Estimated Schedule Savings           10 weeks

## **3. Safety**

A smaller crew and reduced timeframe needed for erecting a PyraMax tower means there are fewer crew members working at higher elevations when assembling the PyraMax tower and in a much shorter timeframe, therefore reducing the potential for safety incidents. Alternatively, a lattice tower will require nearly twice as many crew members and three times the amount of work time.

## **4. Performance**

PyraMax towers provide for stouter member cross sections and tend to be less susceptible to mechanical and wind-borne debris damage during a storm event than lattice tower angles. Angle members that make up a lattice tower are also more vulnerable to out-of-plane bending, buckling and torsion when compared to tubular steel sections. The overall design quality of a PyraMax tower using tubular steel is more robust than a typical lattice structure and uses more efficient, higher strength steel materials. Lastly, thicker, galvanized, tubular steel of PyraMax tower will extend the life of the structure in the high salinity environment.

## **5. Foundations**

The tubular PyraMax towers are heavier structures overall than a lattice tower. The increased weight of the structure reduces the uplift force on the foundations which often controls the design of deep foundations in soft riverine soils. The net tension reduction will ultimately lead to less pile length or

concrete required to resist the net uplift leg force resulting in reduced foundation cost. Assuming a 15ft depth reduction for a drilled pier foundation design for (24) total foundations results in material and labor cost savings as well as time savings. The estimated cost savings and schedule savings for an estimated 15ft depth reduction for (24) foundations is:

Estimated Cost Savings:                      \$850,000

Estimated Time Savings                      2 weeks

**6. Material:**

- Steel for PyraMax towers can be bought in the United States. All bolts, plates and tubular members can be fabricated in the United States.
- Steel for lattice towers can be bought in the United States. The plates and angular members will need to be fabricated internationally.

**7. Manufacturers:**

A. Meyer Utility Structures

- Meyer does not have the ability to manufacture tubular steel structures to the height required for the Fulton Cut project; they would only be able to provide a lattice tower structure type.
- Lattice tower steel can be purchased in the United States but would need to be fabricated outside of the United States.
- Full-scale testing would need to be performed outside of the United States.

B. Sabre-FWT

- Sabre-FWT has manufactured a tubular steel structure similar to PyraMax. Sabre is currently working with a midwestern utility on developing these types of structures.
- Only one (1) project has been designed and installed with this Midwest utility and the towers were only 237ft tall and consisted of tangent loading only.
- A second project with this utility is currently in the design phase for 330ft tall towers.
- Due to the limited experience with tubular steel towers for river crossings and not having completed one of 400ft height, it is not recommended to pursue this manufacturer for this project.

C. Valmont Utility

- Valmont has successfully completed over 50 PyraMax towers for multiple customers ranging in height from 115ft to 475ft.
- Includes a patent on an adjustable end cross-brace for construction tolerance adjustments which minimizes risk and delays for fit-up issues.
- Material purchase and fabrication will be performed domestically.

**8. Summary:**

To manage all these critical elements of the project effectively and efficiently, the required structure type is the PyraMax type 3D Tubular Steel Transmission Frame Structure manufactured by Valmont Utility. The PyraMax towers are a proprietary design and product that no other company is able to supply. The proprietary elements include but are not limited to:

- All tubular steel member transmission frame up to 475 feet in height

## Regular Agenda #2 Supporting Documents 11/14/24

- Patent for cross brace adjustable end
- Unique cross arm to column connection
- Proprietary in-house engineering software, IMPAX
- Sophisticated dynamic vibration mode finite element analysis

Because of these unique and proprietary elements, the PyraMax towers offer many advantages, including:

- An effective and proven solution for extra tall transmission structures for long-span river crossings, islands, and valleys because they provide higher loading capacity than conventional angle member lattice towers and typical monopoles or H-frames.
- Reduce foundation size and cost due to structure geometry and load transfer method.
- Reduce installation time and cost due to use of tubular steel members.
- Reduce structure footprint which reduces real estate and environmental impacts.
- Optimizes total installed cost.
- PyraMax material is domestically manufactured and purchased in the United States.

PyraMax structures have been successfully installed and commissioned for multiple U.S. customers on similar projects for these reasons. The quality, reliability, and performance of the PyraMax towers are proven on many projects. Furthermore, even though the structure materials are anticipated to be more expensive for PyraMax towers compared to lattice towers, there are significant savings in labor, foundations, and schedule.

**For Fulton Cut, the overall schedule savings and cost savings for labor, full-scale testing, and foundations by using PyraMax towers is estimated as follows:**

**Total Estimated Labor Cost Savings:                      \$5,350,000**

**Total Estimated Schedule Savings:                      28 weeks**



## Regular Agenda #2 Supporting Documents 11/14/24

**From:** James Bennett  
**To:** [Rinehart, Jason A.](#)  
**Cc:** [Hamilton, Darrell D.](#); [Acs, Gabor](#); [Chmist, Sebastian M.](#)  
**Subject:** RE: Fulton Cut Structures Submittal :: Jax Port Notification  
**Date:** Monday, October 21, 2024 5:56:46 PM  
**Attachments:** [image007.png](#)  
[image008.png](#)  
[image009.png](#)  
[image010.png](#)  
[image011.png](#)  
[O604354-1.pdf](#)

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

Jason,

Thanks for the information and the virtual meeting today regarding the project. JAXPORT appreciates the continued effort to keep this project moving forward. The quote (\$16.6M) is slightly higher than the estimate (\$15M) for structures. The overall estimate does include 12% contingency. As such, a portion of the contingency will be applied to the project.

Again, we appreciate the continued dialog as this project progresses.

Please let me know if you have any items needing my attention or action.

Respectfully,  
James



**James Bennett**  
Chief Operating Officer  
Jacksonville Port Authority (JAXPORT)

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t. +1. (904) 357-3001 | m. +1. (904) 271-0281  
[James.Bennett@JAXPORT.com](mailto:James.Bennett@JAXPORT.com) | [JAXPORT.com](http://JAXPORT.com)  
2831 Talleyrand Avenue, Jacksonville, FL 32206



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**From:** Rinehart, Jason A. <[rineja@jea.com](mailto:rineja@jea.com)>  
**Sent:** Monday, October 21, 2024 7:43 AM

## Regular Agenda #2 Supporting Documents 11/14/24

**To:** James Bennett <James.Bennett@jaxport.com>

**Cc:** Hamilton, Darrell D <hamidd@jea.com>; Acs, Gabor <AcsG@jea.com>

**Subject:** Fulton Cut Structures Submittal :: Jax Port Notification

### EXTERNAL

This message is from an external sender.

Please use caution when opening attachments, clicking links, and responding.

If in doubt, contact the person or the helpdesk by phone.

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Good Morning James,

We have recently received this structures quote for the Fulton Cut project. This quote meets the project requirements, therefore I wanted to formally notify you of the intent to issue a PO within the next few weeks.

Thank you sir,

**Jason Rinehart, PMP**

Electric Systems Engineer,

Electric Substation & Transmission Projects

Direct: (904) 665-7380

Mobile: (904) 625-5974



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Please note that under Florida's public records law (F.S. 668.6076), most written communications to or from the Jacksonville Port Authority are public records, available to the public and media

upon request. Your email communications may therefore be subject to public disclosure. If you have received this email in error, please notify the sender by return email and delete immediately without forwarding to others.



5605 Rt. 96 PO. Box 25340, Farmington, NY 14425  
 Tel.(585)742-2350 FAX(585)742-1509  
 E-Mail sales@powerhousetech.com

Quote Number: 20341

**Quote**

Page: 1 of 2

<p><b>Quote To:</b>                  Jonathan Thrash                  Jacksonville Electric Co.                  PO Box 4910                  Jacksonville, FL 32201-4910                  USA</p> <p><b>Phone:</b> 904-665-6259                  thrajd@jea.com</p> <p><b>Date:</b> 10/21/2024      <b>Expires:</b> 11/20/2024</p>	<p><b>Ship To:</b>                   JEA, Heckscher                  4377 Northside Gen. Station                  Jacksonville, FL 32226-3099                  USA</p>
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- FOB: Farmington, NY

- 2% 15 Net 30 Days

- Material certs will be provided at the time of shipping.

\*\*\*\*\*Critical delivery requirement - material required onsite by the end of April 2025, for a March 1, 2025 install.  
 In order for this delivery date to be met, an order is required NO Later than Monday, November 4th - verbal acceptable.\*\*\*\*\*

Base Currency.

Line	Part Number	Description	Rev	Drawing	
1	PT132230	Vortex Finder Segment, 20mm x 700mm, Sector 2 (Reinforced Ribs)			
<b>Lead Time</b> Reference Header					
<p>- Material Quoted: Proprietary Stainless Steel</p> <p>- Per Dwg# PT132895-ASSY (Item No. 2)</p>					
		<b>Quantity</b>	<b>Unit Price</b>	<b>Disc %</b>	<b>Net Price</b>
		36.00.	1,397.00 /1		50,292.00

Line	Part Number	Description	Rev	Drawing	
2	PT132229	Vortex Finder Segment, 20mm x 728mm, Sectors 3 & 4			
<b>Lead Time</b> Reference Header					
<p>- Material Quoted: Proprietary Stainless Steel</p> <p>- Per Dwg# PT132895-ASSY (Item No. 3)</p>					
		<b>Quantity</b>	<b>Unit Price</b>	<b>Disc %</b>	<b>Net Price</b>
		72.00.	1,025.75 /1		73,854.00



5605 Rt. 96 PO. Box 25340, Farmington, NY 14425  
 Tel.(585)742-2350 FAX(585)742-1509  
 E-Mail sales@powerhousetech.com

Quote Number: 20341

Quote

Page: 2 of 2

Line	Part Number	Description	Rev	Drawing
3	PT132227	Vortex Finder Segment, 15mm x 720mm, Sector 5		

Lead Time Reference Header

- Material Quoted: Proprietary Stainless Steel

- Per Dwg# PT132895-ASSY (Item No. 4)

Quantity	Unit Price	Disc %	Net Price
144.00.	807.00 /1		116,208.00

Line	Part Number	Description	Rev	Drawing
4	PT132228	Wedge, Vortex Finder- Sector 6		

Lead Time Reference Header

- Material Quoted: Proprietary Stainless Steel

- Per Dwg# PT132895-ASSY (Item No. 5)

Quantity	Unit Price	Disc %	Net Price
36.00.	107.00 /1		3,852.00

Line	Part Number	Description	Rev	Drawing
5	PT132895	Universal Wedge, Vortex Finder		

Lead Time Reference Header

- Material Quoted: Proprietary Stainless Steel

- Per Dwg# PT132895-ASSY (Item No. 6)

Quantity	Unit Price	Disc %	Net Price
72.00.	179.00 /1		12,888.00

Thank you for the opportunity to quote this project.

Quote Total: 257,094.00



5605 Rt. 96 PO. Box 25340, Farmington, NY 14425  
 Tel.(585)742-2350 FAX(585)742-1509  
 E-Mail sales@powerhousetech.com

Quote Number: 20342

**Quote**

Page: 1 of 2

<p><b>Quote To:</b>                  Jonathan Thrash                  Jacksonville Electric Co.                  PO Box 4910                  Jacksonville, FL 32201-4910                  USA</p> <p><b>Phone:</b> 904-665-6259                  thrajd@jea.com</p> <p><b>Date:</b> 10/21/2024      <b>Expires:</b> 11/20/2024</p>	<p><b>Ship To:</b>                   JEA, Heckscher                  4377 Northside Gen. Station                  Jacksonville, FL 32226-3099                  USA</p>
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- FOB: Farmington, NY

- 2% 15 Net 30 Days

- Material certs will be provided at the time of shipping.

\*\*\*\*\*Critical delivery requirement - material required onsite by the end of April 2025, for a March 1, 2025 install.  
 In order for this delivery date to be met, an order is required NO Later than Monday, November 4th - verbal acceptable.\*\*\*\*\*

Base Currency.

Line	Part Number	Description	Rev	Drawing	
1	PT132230	Vortex Finder Segment, 20mm x 700mm, Sector 2 (Reinforced Ribs)			
<b>Lead Time</b> Reference Header					
- Material Quoted: Proprietary Stainless Steel  - Per Dwg# PT132895-ASSY (Item No. 2)					
		<b>Quantity</b>	<b>Unit Price</b>	<b>Disc %</b>	<b>Net Price</b>
		36.00.	1,397.00 /1		50,292.00

Line	Part Number	Description	Rev	Drawing	
2	PT132229	Vortex Finder Segment, 20mm x 728mm, Sectors 3 & 4			
<b>Lead Time</b> Reference Header					
- Material Quoted: Proprietary Stainless Steel  - Per Dwg# PT132895-ASSY (Item No. 3)					
		<b>Quantity</b>	<b>Unit Price</b>	<b>Disc %</b>	<b>Net Price</b>
		72.00.	1,025.75 /1		73,854.00



5605 Rt. 96 PO. Box 25340, Farmington, NY 14425  
 Tel.(585)742-2350 FAX(585)742-1509  
 E-Mail sales@powerhousetech.com

Quote Number: 20342

Quote

Page: 2 of 2

Line	Part Number	Description	Rev	Drawing
3	PT132227	Vortex Finder Segment, 15mm x 720mm, Sector 5		

Lead Time Reference Header

- Material Quoted: Proprietary Stainless Steel

- Per Dwg# PT132895-ASSY (Item No. 4)

Quantity	Unit Price	Disc %	Net Price
144.00.	807.00 /1		116,208.00

Line	Part Number	Description	Rev	Drawing
4	PT132228	Wedge, Vortex Finder- Sector 6		

Lead Time Reference Header

- Material Quoted: Proprietary Stainless Steel

- Per Dwg# PT132895-ASSY (Item No. 5)

Quantity	Unit Price	Disc %	Net Price
36.00.	107.00 /1		3,852.00

Line	Part Number	Description	Rev	Drawing
5	PT132895	Universal Wedge, Vortex Finder		

Lead Time Reference Header

- Material Quoted: Proprietary Stainless Steel

- Per Dwg# PT132895-ASSY (Item No. 6)

Quantity	Unit Price	Disc %	Net Price
72.00.	179.00 /1		12,888.00

Thank you for the opportunity to quote this project.

Quote Total: 257,094.00



5605 Rt. 96 PO. Box 25340, Farmington, NY 14425  
 Tel.(585)742-2350 FAX(585)742-1509  
 E-Mail sales@powerhousetech.com

Quote Number: 20343

**Quote**

Page: 1 of 1

**Quote To:**

Jonathan Thrash  
 Jacksonville Electric Co.  
 PO Box 4910  
 Jacksonville, FL 32201-4910  
 USA

Phone: 904-665-6259  
 thrajd@jea.com

Date: 10/21/2024 Expires: 11/20/2024

**Ship To:**

JEA, Heckscher  
 4377 Northside Gen. Station  
 Jacksonville, FL 32226-3099  
 USA

- FOB: Farmington, NY
- 2% 15 Net 30 Days
- Material certs will be provided at the time of shipping.
- \*\*\*Spare Segments\*\*\*

Base Currency.

Line	Part Number	Description	Rev	Drawing	
1	PT132227	Vortex Finder Segment, 15mm x 720mm, Sector 5			
			<b>Lead Time</b>	14 Weeks	
<ul style="list-style-type: none"> <li>- Material Quoted: Proprietary Stainless Steel</li> <li>- Per Dwg# PT132895-ASSY (Item No. 4)</li> </ul>					
		<b>Quantity</b>	<b>Unit Price</b>	<b>Disc %</b>	<b>Net Price</b>
		36.00.	807.00 /1		29,052.00

Thank you for the opportunity to quote this project.

Quote Total: 29,052.00

TECHNICAL MEMORANDUM

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## Electric Production: Sole Source Justification for NGS CFB Vortex Finder Repair/ Replacement

PREPARED FOR: JEA Procurement

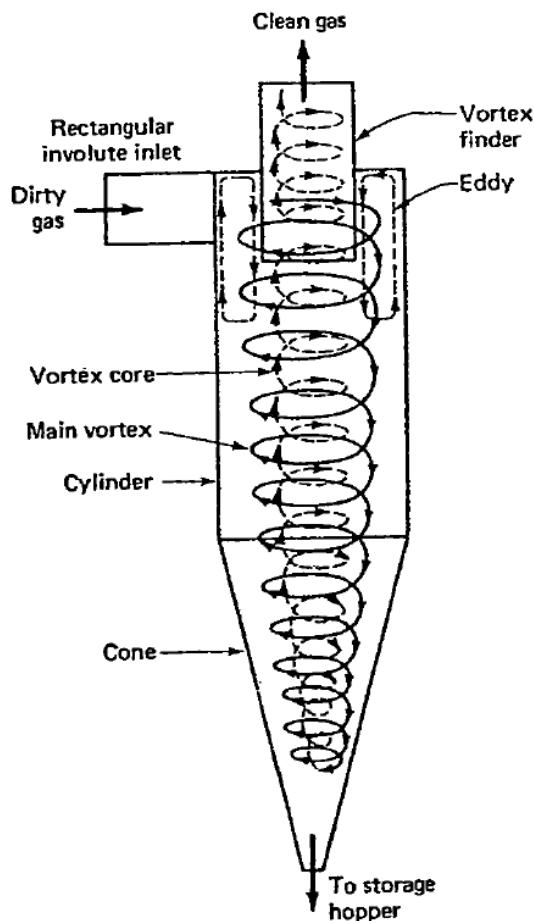
PREPARED BY: Jason Compton

DATE: October 22, 2024

### 1.0 Background

NGS Circulating Fluidized Bed (CFB) boilers utilize cyclones to remove solids, like fly-ash, from the flue gas. A cyclone has several areas that contribute to its overall simplistic yet effective design (figure 1 below) but none more impactful than the vortex finder (VF). VFs impact cyclone efficiency, solids sizing, and flow characteristics. Each CFB has three cyclones with each cyclone having a Vortex Finder.

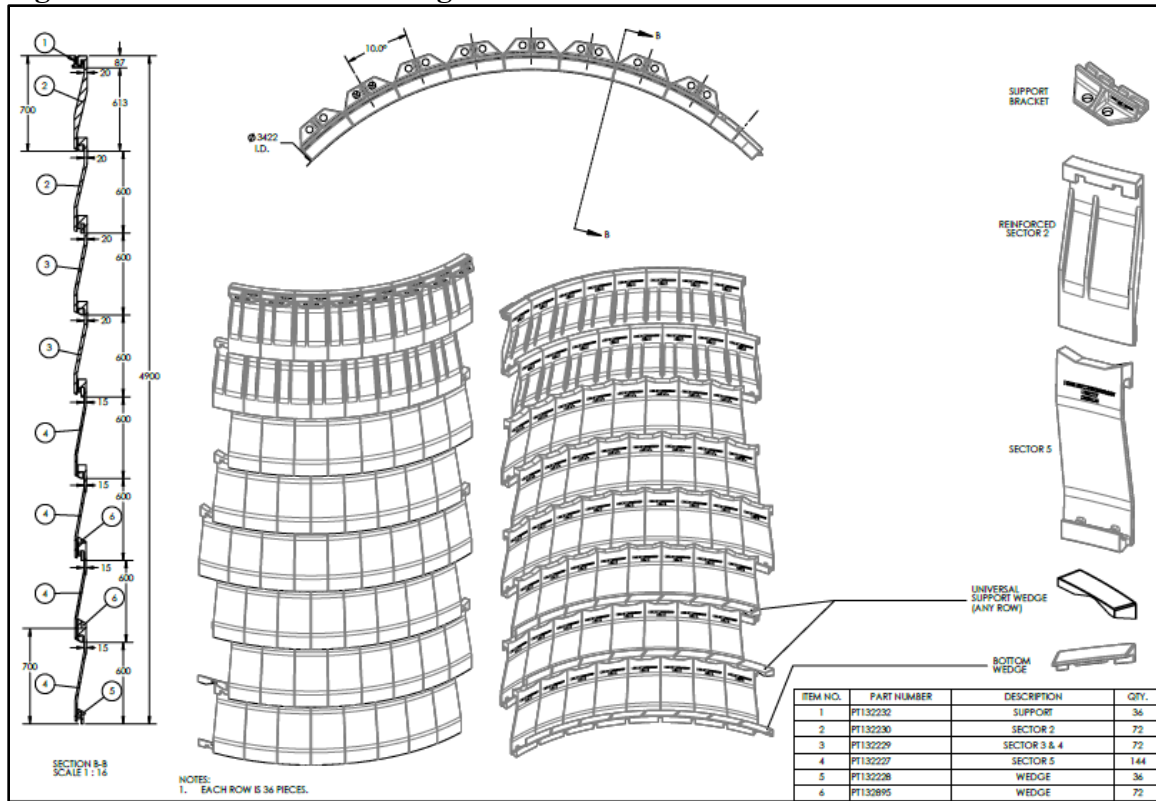
Figure 1. Cyclone Detail





Originally, VFs were solid metal cylinders, but severe damage led to the installation of sectored vortex finders as shown below. The sectored design promised easier repair, easier replacement, and a more operationally resilient design.

**Figure 2. Powerhouse Technologies Sectored Vortex Finder**



Each VF is comprised of eight rows of 36 shelf supports, 36 sectors (288 total), 72 universal wedges, and 36 heavy wedges. Support shelves provide the structural foundation for the vortex finder. The top row of sectors is suspended from the support shelves with each subsequent row suspended from the one above. Each row of sectors is specially designed to support the sectors below. Wedges along the bottom three rows help ensure shape and rigidity - the integrity of the entire vortex finder assembly rests heavily on the wedges.

Over the years, several different manufacturers (Magotteaux, Aspen, Powerhouse) have provided segmented VF designs to JEA, all very similar. Since implementing the segmented design, several, if not all, of the above vendor designs have been installed on the CFBs. For the past several years, Powerhouse has provided all VF sectors, heavy wedges, and universal wedges.

## 2.0 Justification

Damage to a VF typically includes broken wedges and twisted plates which result in the VF losing shape and functionality. VF diameter and shape are crucial to proper cyclone/CFB operation and efficiency. Past damage to a single VF has resulted in plugging of cyclones and subsequent unit trip(s).

As observed in figure 3 below, most VF damage occurs along the bottom four or five rows (see figure 3 below) and can be repaired by replacing those damaged sectors. Replacing the bottom four or five rows has proven effective at restoring the VF shape and functionality without sacrificing VF operational lifecycle.

**Figure 3. Vortex Finder Damage**

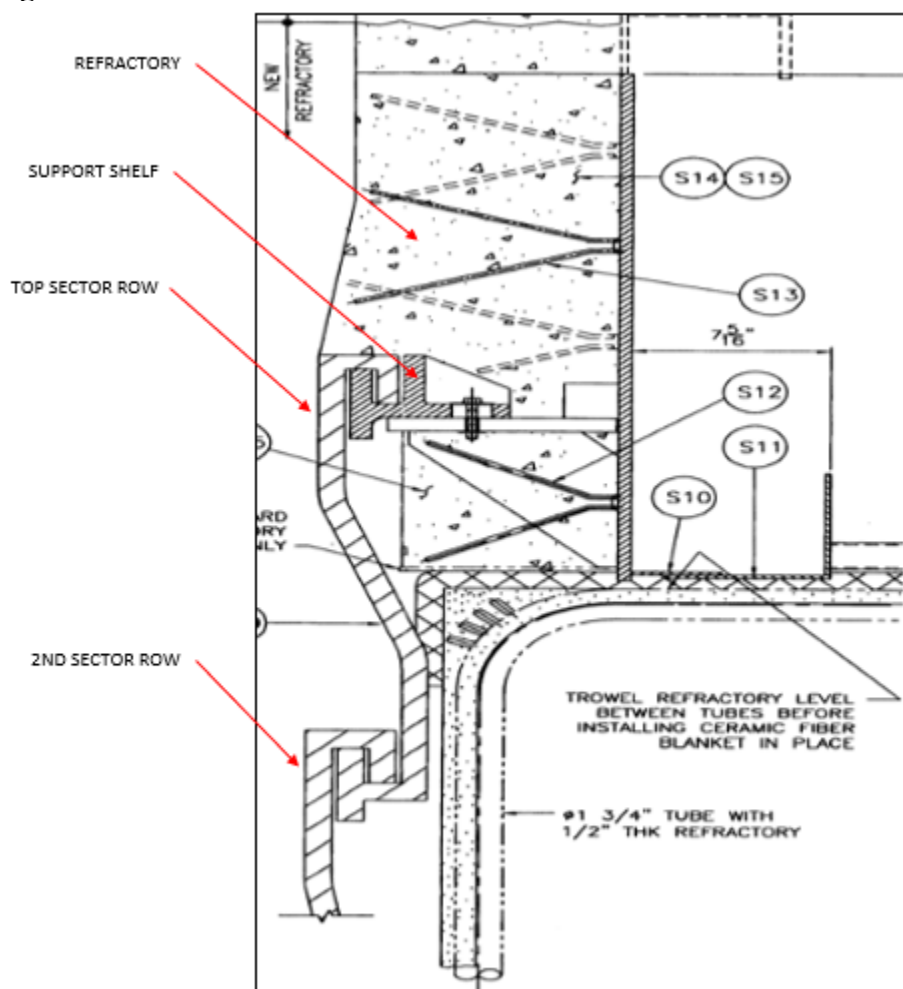


Partial VF replacement allow VF shape to be restored while minimizing cost of replacement sectors and project time.

Instead of four or five rows being replaced, an alternative approach would be replacement of all eight rows of the VF. However, the complete replacement requires additional removal of the upper three to four rows of sectors. The top row of sectors, which are attached to the support shelves, have a dense, erosion resistant refractory cover that would require demolition and reinstallation. Unfortunately, JEA currently has little support shelf design detail that can be provided to bidders, and subsequently little ability to ensure new VF sectors will fit the existing support shelves.

Full VF replacement effectively increases project scope, cost, difficulty and extends start-up (for refractory dry-out) without providing increased VF operational lifecycle.

**Figure 4. Vortex Finder Installation Detail**



The biggest challenge for VF replacements, partial or full, is that the new sectors must correctly function with the existing equipment – existing sectors for a partial repair and support shelves for a full replacement.

Currently, the drawings for the vortex finders are restricted to proprietary vendor designs. To ensure that new designs are compatible with existing equipment, such as sectors and support shelves, JEA must provide design drawings to potential bidders. However, creating design drawings based on existing segments or sectors may risk violating copyright or intellectual property laws. Without these design drawings, JEA may have to undertake complete replacement of the vortex finders, leading to increased costs and extended project timelines.

### **3.0 Recommendations**

Recommend single source purchase of Powerhouse sectors, universal wedges, and heavy wedges for the upcoming Spring 2025 outage for partial replacement (description, part number and quantity shown below).

## Regular Agenda #3 Supporting Documents 11/14/24

Following detailed discussions with JEA Procurement and COJ Legal, both groups recommended use of single source for the future VF work.

The Spring 2025 Vortex Finder repairs will involve the refurbishment of two vortex finder. Each repair will include the replacement of seven rows (252 segments per VF), the installation of two rows of universal wedges (72 per VF), and the installation of one row of heavy wedges (36 per VF). Additionally, JEA will purchase 36 Sector 5 segments to replenish those taken from inventory to address as-found damage during the Fall 2024 N02B vortex finder repair.

<b>Spring 2025 Vortex Finder Repairs</b>		
<b>Description</b>	<b>Part Number</b>	<b>Quantity (for two VF)</b>
Sector 2	PT132230	72
Sector 3&4	PT132229	144
Sector 3&4	PT132229	36 (to replace inventory)
Sector 5	PT132227	288
Universal Wedge	PT132895	144
Heavy Wedge	PT132228	72

## *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; **Note: Please provide justification.**
- (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; **Note: If this is a Single Source Standard or OEM, please provide proper backup documentation.**
- (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:**

#### **Vendor Name:**

Powerhouse Technology, Inc.

#### **Description of Services or Supplies provided by Vendor:**

Components needed for upcoming FY25 Spring Outage for partial replacement of two vortex finders. Since project is a partial replacement, the new components must be compatible with the existing Powerhouse vortex finder segments & wedges. Please find accompanying Sole Source Justification.

## Regular Agenda #3 Supporting Documents 11/14/24

### Certification:

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

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

**Single Source Procurement.** Please state which subsection of Section 3-112 above applies to this Single Source Procurement: 3-112(a)  
Is this Single Source also a Ratification?  Yes  No If yes, explain

OR

**Emergency Procurement** - Please state which subsection of Section 3-113 above applies to this Emergency  
Is this Emergency also a Ratification?  Yes  No If yes, explain

Ricky Erixton

Digitally signed by Ricky Erixton  
Date: 2024.11.07 16:38:02 -0500

11/7/2024

**Signature of JEA Business Unit Chief (or designee)**

Ricky Erixton

**Name of JEA Business Unit Chief (or designee)**

**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.**