



Building Community®

Procurement Bid Office
Customer Center 1st Floor, Room 002
21 W. Church Street
Jacksonville, Florida 32202

April 9, 2018

ADDENDUM NUMBER: One (1)

TITLE: Combustion Turbine Borescope Inspection Services for JEA

JEA ITN NUMBER: 064-18

RESPONSE DUE DATE: April 24, 2018

TIME OF RECEIPT: 12:00 PM

TIME OF OPENING: 2:00 PM

THIS ADDENDUM IS FOR THE PURPOSE OF MAKING THE FOLLOWING CHANGES OR CLARIFICATIONS:

Replace: The Appendix B Bid Workbook issued with this Addendum 1. The R-3 requirement in line 16 has been removed.

Replace: The following section 7.4 replaces the section 7.4 of the Appendix A Technical Specification

7.4 7EA/B TIL 1854 (In-Situ R-1, R-2, and ~~R-3~~ Visible Dye Penetrant)

- Perform a visible dye penetrant examination through the VIGV's **without unit disassembly** on the stage R-1, R-2, and R-3 rotor blade tips to identify radial cracks.
- The inspection will require the VIGV's to be opened 100%, the actuator arm disconnected and the lube oil & hydraulic systems tagged/locked out.
- Price shall include up to ten hours per shift to complete the inspection.

Replace: The following section 2.7.4 replaces the section 2.7.4 issued with the original solicitation.

2.7.4 Termination for Default

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

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

- The Company attempts to willfully impose upon JEA items or workmanship that are, in JEA's sole opinion, defective or of unacceptable quality;
- The Company breaches any of the representations or warranties;
- The Company is determined, in JEA's sole opinion, to have misrepresented the utilization of funds or misappropriate property belonging to JEA; or
- Any material change in the financial or business condition of the Company.

If within fifteen (15) days after service of such notice upon the Company an arrangement satisfactory to JEA has not been made by the Company for continuance of the Work, then JEA may declare Company to be in default of the Contract.

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

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

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

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

Acknowledge receipt of this addendum on the Response Form