

Welcome to the JEA Awards Meeting

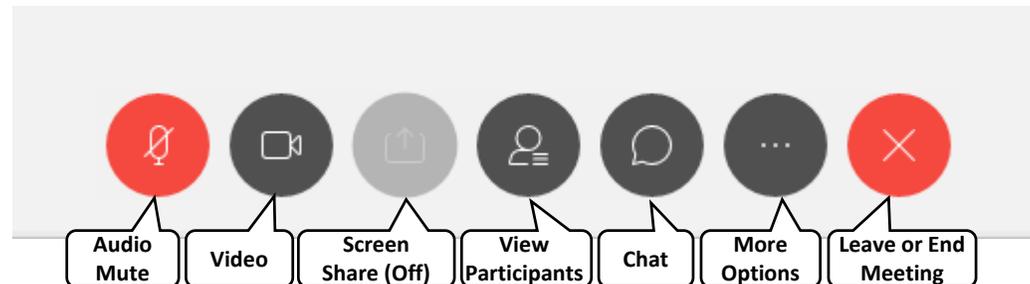
You have been joined to the meeting with your **audio muted** by default.

We will unmute your lines during the public comment time and provide opportunity for you to speak.

During the meeting, interested persons can also email **Lynn Rix** at rixlw@jea.com to submit public comments to be read during the meeting regarding any matter on the agenda for consideration. Public comments by e-mail must be received no later than 10:10 a.m. to be read during the public comment portion of the meeting.

Please contact **Lynn Rix** by telephone at **(904) 665-8621** or by email at rixlw@jea.com if you experience any technical difficulties during the meeting.

Below is a summary of the meeting controls you will see at the bottom of your screen.



AWARDS COMMITTEE AGENDA

DATE: Thursday, September 3, 2020

TIME: 10:00 A.M.

PLACE: WebEx/Teleconference
WebEx Meeting Number (access code): 160 199 4252
WebEx Password: pxP6CqUSt63

Public Comments:

Awards:

1. Approval of the minutes from the last meeting (08/27/2020).
2. Request approval to award a change order to Wharton-Smith, Inc. for the purchase of equipment and installation of the blower system improvements and site setup as part of the Buckman Biosolids Conversion Projects in the amount of \$13,825,095.00, for a new not-to-exceed amount of \$14,796,417.00, subject to the availability of lawfully appropriated funds.
3. Request approval to award a change order to Constantine Engineering, Inc. for additional services related to Nassau County permitting requirements, and expanded bid and construction phase services for the Lofton Oaks WTP - Improvements project in the amount of \$76,977.00 for a new not-to-exceed amount of \$567,668.25, subject to the availability of lawfully appropriated funds.
4. Request approval for ratification of the contract with Sensus effective January 31, 2017 and a contract increase for Residential Meters for JEA Inventory Stock to add funding in the amount of \$932,909.62, for a new not-to-exceed total of \$4,680,372.30, subject to the availability of lawfully appropriated funds.
5. Request approval to reassign the JEA Accurate Utility Services, Inc. Contract Purchase Agreement 185581 to Wind River Environmental (dba Metro Rooter) for the Process Tank and Class IV Lift Station Cleaning Services, subject to the execution of an Assignment and Assumption Agreement and the availability of lawfully appropriated funds.
6. Request approval to reassign the JEA Accurate Utility Services, Inc. Contract Purchase Agreement 175397 to Wind River Environmental (dba Metro Rooter) for the Sewage Pump Lift Station Wet Well Cleaning and Hauling, subject to the execution of an Assignment and Assumption Agreement and the availability of lawfully appropriated funds.
7. Request approval to award a contract increase to Eversafe Building Maintenance Corporation for Janitorial Services at buildings located in substations, lift stations, chiller plants, water treatment plants and wastewater treatment plants in the amount of \$658,979.71, for a new not-to-exceed amount of \$1,700,752.00, subject to the availability of lawfully appropriated funds.

Informational Item: N/A

Open Discussion: N/A

Public Notice: N/A

General Business: N/A

SPECIAL NOTES: Copies of the above items are available in JEA Procurement, if needed for review. If a person decides to appeal any decision made by the Awards Committee, with respect to any matter considered at this meeting, that person will need a record of the proceedings, and, for such purpose, needs to ensure that a verbatim record of the proceedings is made, which record includes the evidence and testimony upon which the appeal is to be based. If you have a disability that requires reasonable accommodations to participate in the above meeting, please call 665-8625 by 8:30 a.m. the day before the meeting and we will provide reasonable assistance for you.

09-03-2020 Awards Committee

<u>Award #</u>	<u>Type of Award</u>	<u>Business Unit</u>	<u>Estimated/Budgeted Amount</u>	<u>Amount</u>	<u>Awardee</u>	<u>Term</u>	<u>Summary</u>
1	Minutes	N/A	N/A	N/A	N/A	N/A	Approval of minutes from the 08/27/2020 meeting.
2	Contract Increase	Vu	14,953,336.00	13,825,095.00	Wharton-Smith, Inc.	Project Completion (Expected: September 2024)	<p><u>Construction Management-at-Risk (CMAR) Services for the Buckman Biosolids Conversion Projects</u></p> <p>The contract increase spend details are below:</p> <ul style="list-style-type: none"> • FY21: \$8,958,517.00 • FY22: \$4,135,519.00 • FY23: \$417,748.00 • FY24: \$313,311.00
3	Change Order	Vu	N/A	76,977.00	Constantine Engineering, Inc.	Project Completion (Expected: September 2023)	<p><u>Lofton Oaks Water Treatment Plant – Improvements</u></p> <p>The details of this amendment spend are below:</p> <ul style="list-style-type: none"> • FY20: \$15,024.50 • FY21: \$0.00 • FY22: \$39,617.50 • FY23: \$22,335.00
4	Ratification & Contract Increase	McElroy	\$932,909.62	\$932,909.62	Sensus USA, Inc.	Five (5) Years w/Two (2) – One (1) Yr. Renewals	<p><u>Residential Meters for JEA Inventory Stock</u></p> <ul style="list-style-type: none"> • The ratification is being submitted in order to restate the term to the original intent which is to have this become a five (5) year agreement with two (2) additional one (1) year options. • This request also includes a contract increase to add funds in the amount of \$932,909.62 to cover the in order to get JEA through the end of the current contract year and a new bid solicitation.
5	Assignment – Process Tank & Class IV	Vu	N/A	N/A	Wind River Environmental (dba Metro Rooter)	Three (3) Years ww/Two (1) – 1 Yr. Renewals	<p><u>Process Tank and Class IV Lift Station Cleaning Services</u></p> <p>The original contract awardee has been purchased by a new vendor resulting in a contract assignment being necessary.</p>
6	Assignment – Sewage Pump Lift Station	Vu	N/A	N/A	Wind River Environmental (dba Metro Rooter)	Five (5) Years w/One (1) – 1 Yr. Renewals	<p><u>Sewage Pump Lift Station Wet Well Cleaning and Hauling</u></p> <p>The original contract awardee has been purchased by a new vendor resulting in a contract assignment being necessary.</p>
7	Contract Increase	McElroy	N/A	\$658,979.71	Eversafe Building Maintenance Corp	One (1) Year w/Two (2) – 2 Yr. Renewals	<p><u>Janitorial Services - Sheltered Market - Substations and Lift Stations</u></p> <p>The contract increase spend details are below:</p> <ul style="list-style-type: none"> • FY21: \$658,979.71 • NTE: \$1,700,752.00
Total Award				\$15,493,961.33			

JEA AWARDS COMMITTEE
August 27, 2020 MEETING MINUTES

The JEA procurement Awards Committee met on August 27, 2020, via WebEx

WebEx Meeting Number (access code): 160 199 4252

WebEx Password: pxP6CqUSt63

Members in attendance were Jenny McCollum as Chairperson, Laure Whitmer as Budget Representative, Lawsikia Hodges as Office of General Counsel Representative; with Steve Tuten, Joe Orfano, Stephen Datz, Wayne Young, and Alan McElroy as voting Committee Members.

Chair McCollum called the meeting to order at 10:00 a.m., introduced the Awards Committee Members, and confirmed that there was a quorum of the Committee membership present.

Chair McCollum announced that the meeting was being held remotely to slow the spread of the Covid-19 virus and to encourage social distancing and that pursuant to Governor DeSantis' Executive Order 20-69, local governments were allowed to hold public meetings using communications media technology rather than in a physical location. She stated that the JEA Awards Committee meeting was being held by virtual means via WebEx which allows interested persons to view and participate in the meeting remotely. Additionally, Chair McCollum and Landon Todd reviewed the WebEx meeting instructions and how public comment would be received and taken during the meeting.

Public Comments:

Chair McCollum recognized the public comment speaking period and opened the meeting floor to public comments. No public comments were provided by email, phone or videoconference.

Awards:

Chair McCollum verbally presented the Committee Members the proposed August 13, 2020 minutes contained in the board packet.

MOTION: Steve Tuten made a motion to approve the August 13, 2020 minutes (Award Item 1). The motion was seconded by Wayne Young and approved unanimously by the Awards Committee (5-0).

The Committee Members reviewed and discussed the following Awards Items 2-5:

2. Request approval to award a contract to the City of Jacksonville in the amount of \$1,855,800.00 for the supply of and Diesel Fuel and Gasoline, subject to the availability of lawfully appropriated funds.

MOTION: Joe Orfano made a motion to approve Award Item 2 as presented in the board packet. The motion was seconded by Wayne Young and approved unanimously by the Awards Committee (5-0).

3. Request approval of a contract Termination for Convenience for JEA Contract No. 170939 with Anixter, Inc. for the supply of Concrete Utility Poles for JEA Inventory Stock.

MOTION: Alan McElroy made a motion to approve Award Item 3 contingent upon receipt of the April 7, 2020 letter executed by Anixter. The motion was seconded by Stephen Datz and approved unanimously by the Awards Committee (5-0).

4. 041-20 - Request approval to award a contract to Valmont Newmark in the amount of \$1,053,201.00 for the supply of Concrete Utility Poles carried in JEA's inventory stock, subject to the availability of lawfully appropriated funds.

MOTION: Steve Tuten made a motion to approve Award Item 4 as presented in the board packet. The motion was seconded by Joe Orfano and approved unanimously by the Awards Committee (5-0).

5. 032-20 - Request approval to rescind this solicitation, and reject all Bids received in anticipation of continuing to purchase under the current contracted agreement.

MOTION: Stephen Datz made a motion to approve Award Item 5 as presented in the board packet. The motion was seconded by Alan McElroy and approved unanimously by the Awards Committee (5-0).

Informational Item:

No informational items were presented to the Awards Committee.

Ratifications:

No ratifications were presented to the Awards Committee for consideration.

Public Comments:

No additional public comment speaking period was taken.

Adjournment:

Chair McCollum adjourned the meeting at 10:54 a.m.

NOTE: These minutes provide a brief summary only of the Awards Committee meeting. For additional detail regarding the content of these minutes or discussions during the meeting, please review the meeting recording. The recording of this meeting as well as other relevant documents can be found at the link below: [https://www.jea.com/About/Procurement/Awards Meeting Agendas and Minutes/](https://www.jea.com/About/Procurement/Awards_Meeting_Agendas_and_Minutes/)



Formal Bid and Award System

Award #2 September 3, 2020

Type of Award Request: CONTRACT INCREASE
Requestor Name: Clendening, William
Requestor Phone: (904) 665-4723
Project Title: Construction Management-at-Risk (CMAR) Services for the Buckman Biosolids Conversion Projects
Project Number: 8004764, 8004746
Project Location: JEA
Funds: Capital
Budget Estimate: \$14,953,336.00

Scope of Work:

The scope of work to be performed under this solicitation consists of CMAR services for the Buckman Biosolids Conversion Projects. This project is needed to update the treatment process at the Buckman Water reclamation Facility (WRF) to meet current and future needs. The projects to be constructed are listed below:

1. DigestivorePAD™
2. Biosolids Process Facility
3. Electrical and Instrumentation (E&I) Building
4. Operations and Maintenance (O&M) Building
5. Ultraviolet (UV) Disinfection
6. Blower Improvements and Electrical Building

JEA IFB/RFP/State/City/GSA#: 089-19
CPA# 187261
Purchasing Agent: Kruck, Daniel R.
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
WHARTON-SMITH INC.	Nathan Hillard	nhillard@whartonsmith.com	PO Box 471028, Lake Monroe, FL 32747-1028	(407) 321- 8410	\$13,825,095.00

Amount of Original Award: \$971,322.00
Date of Original Award: 12/19/2019
Contract Increase Amount: \$13,825,095.00
New Not-To-Exceed Amount: \$14,796,417.00
Length of Contract/PO Term: Project Completion
Begin Date (mm/dd/yyyy): 01/06/2020
End Date (mm/dd/yyyy): Project Completion (Expected: September 2024)
JSEB Requirement: Optional

Comments on JSEB Requirements:

Original Award
N/A

This Contract Increase

ESB Security (Security) - 1.8%

Complete Coatings (Painting) - 0.85%

Background/Recommendations:

Originally bid and approved by Awards Committee on 12/19/2019 in the amount of \$971,322.00 for pre-construction services to Wharton-Smith, Inc. A copy of the original award is attached as backup.

This contract increase is for an early out package with a guaranteed maximum price (GMP) for the setup of field offices, and the purchase and installation of the blower system improvements.

Negotiations with Wharton-Smith, Inc. were successfully completed for the site setup (\$1,766,555.00) and the purchase and installation of the blower system improvements (\$12,058,540.00). The negotiated price of \$13,825,095.00 is approximately 7.5% below the estimate. JEA reviewed the CMAR GMP proposals and deemed the results reasonable when compared to past projects. A copy of the quotes are attached as backup. As design progresses for the other aspects of the overall Buckman Biosolids Conversion Projects, additional GMPs will be brought before the Awards Committee.

The contract increase spend details are below:

- FY21: \$8,958,517.00
- FY22: \$4,135,519.00
- FY23: \$417,748.00
- FY24: \$313,311.00

Request approval to award a change order to Wharton-Smith, Inc. for the purchase of equipment and installation of the blower system improvements and site setup as part of the Buckman Biosolids Conversion Projects in the amount of \$13,825,095.00, for a new not-to-exceed amount of \$14,796,417.00, subject to the availability of lawfully appropriated funds.

Manager: Collier, Bradley W. - Mgr Project Management
Director: Conner, Sean – W/WW Project Engineering & Construction
Chief: Vu, Hai – Interim GM Water/Wastewater Systems

APPROVALS:

Chairman, Awards Committee **Date**

Budget Representative **Date**



Formal Bid and Award System

Award #4 December 19, 2019

Type of Award Request: PROPOSAL (RFP)
Request #: 6567
Requestor Name: Clendening, William
Requestor Phone: (904) 665-4723
Project Title: Construction Management-at-Risk (CMAR) Services for the Buckman Biosolids Conversion Projects - Phase 1
Project Number: 8004764, 8003631, 8004765, 8004746
Project Location: JEA
Funds: Capital
Budget Estimate: \$879,674.00 (Phase 1 Estimate)

Scope of Work:

The scope of work to be performed under this solicitation consists of CMAR services for the Buckman Biosolids Conversion Projects. This project is needed to update the treatment process at the Buckman Water reclamation Facility (WRF) to meet current and future needs. The projects to be constructed are listed below:

1. DigestivorePAD™
2. Biosolids Process Facility
3. Electrical and Instrumentation (E&I) Building
4. Operations and Maintenance (O&M) Building
5. Ultraviolet (UV) Disinfection
6. Blower Improvements and Electrical Building

This award positively impacts all of JEA's Measures of Value:

- Customer Value: Improve customer's service by providing additional capacity and reliable operation
- Community Value: Provide additional capacity and redundancy to meet existing and future growth
- Environmental Value: Provide high level treatment of biosolid waste
- Financial Value: Provide the most energy efficient process equipment and upgrades to improve operations and reduce energy requirements

JEA IFB/RFP/State/City/GSA#: 086-19

Purchasing Agent: Kruck, Daniel R.

Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
WHARTON-SMITH INC	Nathan Hillard	nhillard@whartonsmith.com	PO Box 471028, Lake Monroe, FL 32747-1028	(407) 321-8410	\$971,322.00

Amount for entire term of Contract/PO: \$971,322.00

Award Amount for remainder of this FY: \$700,000.00

Length of Contract/PO Term: Project Completion

Begin Date (mm/dd/yyyy): 01/06/2020

End Date (mm/dd/yyyy): Project Completion (Expected: September 2024)

JSEB Requirement:

Optional for Phase 1

Comments on JSEB Requirements:

No JSEB participation in Phase 1. Contractor will meet JSEB goals during Phase 2.

PROPOSERS:

Name	Amount	Rank
WHARTON-SMITH, INC.	\$971,322.00	1
THE HASKELL COMPANY	N/A	2
GARNEY COMPANIES INC.	N/A	3
BRASFIELD & GORRIE, LLC	N/A	4
ULLIMAN SCHUTTE CONSTRUCTION LLC	N/A	5
CLARK CONSTRUCTION GROUP, LLC	N/A	6
PC CONSTRUCTION COMPANY	N/A	7
MWH CONSTRUCTORS, INC.	N/A	8

Background/Recommendations:

Advertised on 06/06/2019. Ten (10) prime companies attended the mandatory pre-proposal meeting held on 06/19/2019. At proposal opening on 07/16/2019, JEA received eight (8) Proposals. The public evaluation meeting was held on 09/10/2019 and JEA deemed Wharton-Smith, Inc. most qualified to perform the work. A copy of the evaluation matrix and negotiated fees are attached as backup.

Negotiations with Wharton-Smith, Inc. were successfully completed for Phase 1 of this project. Phase 1 consists of developing the project schedule, design and constructability reviews, developing work packages, value engineering and developing the Guaranteed Maximum Price (GMP) for each project. These preconstruction costs are 1.27% of the estimated construction costs. The percentage is slightly higher than JEA has seen in recent projects, however, JEA authorized extensive subsurface investigation allowances in this fee due to previous subsurface issues at the Buckman WRF. The Phase 1 fee is deemed reasonable when that is taken into consideration (industry standard is 0.5% - 3% of total construction costs). If negotiations for the final GMP are not successful, JEA reserves the right not to proceed with construction with this contractor. The contractor reviewed the current design estimates and deemed them reasonable for these projects.

The project details are below:

- Planning Project Budget (2017): \$37,188,000.00
 - Engineering Budget: \$4,648,500.00
 - Construction Budget: \$30,990,000.00
 - Internal JEA Costs: \$1,549,500.00
- Revised Project Budget: \$86,868,345.00
 - Engineering Budget (Carollo Engineering & Jacobs Engineering): \$7,111,874.00
 - Construction Budget: \$77,333,282.00
 - **Phase 1: \$971,322.00 (this award)**
 - Phase 2: \$76,361,960.00
 - Internal JEA Costs: \$2,423,189.00
- Original Project Schedule:

- Engineering Completion: March 2019
- Construction Completion: December 2020
- Revised Schedule:
 - Engineering Completion: November 2020
 - Construction Completion: February 2024

Major Changes/Issues

Project costs and schedule has increased significantly since the project definition phase. The design engineer has worked with JEA to make corrections, which has increased the cost and elongated the project schedule.

1. DigestivorePAD™ - It was determined during preliminary design that the original costs for the PAD process was underestimated during the initial study and project description (PD) development phase. Circular structure was revised to rectangular structure for redundancy purposes. Additional cost is approximately \$6.9 MM.
2. Biosolids Process Facility – Two buildings are proposed in lieu of one building. Height and footprint, along with increase in PAD siting dictated. It was determined that the sludge quantity was underestimated during the study; thereby, increasing size of equipment and building. Additional cost is approximately \$20.6 MM.
3. Electrical and Instrumentation Building – in lieu of new building, repurposing of existing building is proposed
4. Operations and Maintenance Building – in lieu of new building, repurposing of existing building is proposed
5. Disinfection Improvements – This project is included in the CMAR for economies of scale. Original project was stand-alone effort. Original PD was based on implementation of hypochlorite system. Permitting requirements drove the design to a UV system. Design addressed hydraulic constraints which were not in the original PD. Initial task is for CMAR to perform value engineering and cost estimate for this project to determine the path forward. Additional cost is approximately \$6.1 MM.
6. Blower Improvements – This project is included in the CMAR for economies of scale. Original project was stand-alone effort. PAD structure size forced the relocation of existing switchgear and transformers. Other site constraints combined the electrical into new standalone building to site both the Blower expansion and PAD equipment. Additional cost is approximately \$2.1 MM.

The current estimate is the design engineer’s opinion of probable construction cost at 30% and 60% design. CMAR will perform a detailed analysis of actual construction costs and will update these estimates periodically as design progresses and the project approaches a GMP.

086-19 – Request approval to award a contract to Wharton-Smith, Inc., for pre-construction services for the Buckman WRF projects in the amount of \$971,322.00, subject to the availability of lawfully appropriated funds.

Manager: Collier, Bradley W. - Mgr Project Management
Director: Conner, Sean M. – Dir W/WW Project Engineering & Construction
VP: Calhoun, Deryle I. - VP/GM Water Wastewater Systems

APPROVALS:

ABeard 12/19/19

Chairman, Awards Committee **Date**

Kristine Quate 12/19/19

Manager, Operating Budgets **Date**

BUCKMAN WRF GMP-1 (FINAL)

JEA – BUCKMAN WRF

GMP-1 (FINAL)
CMAR SETUP

Wharton-Smith Contact:

Josh Burns
Preconstruction Manager
407-321-8410
jburns@whartonsmith.com

SECTION 1 – EXECUTIVE SUMMARY

August 21, 2020

Mr. Bill Clendening
JEA Buckman WRF
2221 Buckman Street
Jacksonville, FL 32206

Re: Buckman WRF
GMP-1 CMAR Setup - Final

Dear Mr. Clendening:

Wharton-Smith is pleased to submit the Guaranteed Maximum Price (GMP-1 Final) for the CMAR Setup. We have addressed all review comments from JEA and MarshWagner herein and have removed the centrifuge equipment procurement from this GMP as directed by JEA. The GMP includes the costs associated with setup of the CMAR field offices for the overall management of the Buckman WRF improvement projects inclusive of the Blower System Improvements, UV Disinfection, and Biosolids Conversion project. The duration of the setup is for 45 months commencing upon receipt of the contract amendment and an agreed to NTP. The GMP cost for this phase is **\$1,766,555**.

Please note the following clarifications regarding this proposal:

For the CMAR Setup

1. We have included all Work per the attached CMAR Setup Site Plan.
2. We have included a \$50,000 contingency for setup items and requirements.
 - a. As discussed, the team did not complete a risk register for this GMP. The basis includes unforeseens/unknowns with setting up the CMAR trailers and the compound, with the highest part of the contingency being associated with the new fence, gate, security of the premises and how we are to tie into the existing road.
3. We have included multiple allowances for work items with undefined scopes at this time including:
 - a. Building Permits - \$15,000
 - b. Electric Monthly Charges - \$90,000
 - c. Temporary Security Fencing for New Entrance - \$25,000
4. Storm water pollution prevention (SWPPP) is included.
5. We have included performance and payment bond and insurance.
6. We have included builder's risk insurance.
7. All ERP, FDEP, FDOT, ROW, etc. permit costs are by others.
8. Unforeseen conflicts and utilities will be financially resolved with a contract change order. Project contingency is not intended for this use.
9. The CMAR setup is priced for accumulative 45 month anticipated schedule duration of all current (Blowers) and future (Biosolids, UV) "Buckman projects". As we progress through the design and GMP phase of each project the cumulative schedule may require adjustment and the overall duration of "Buckman projects" may shrink or grow. Wharton-Smith respectfully reserves the right to address shortages/surpluses through amendment to this GMP or inclusion in future GMP's.

10. We have included project management staff for the initial setup. All additional project management staff will be negotiated with each phased project.

As always, I am available to discuss at your earliest convenience.

Very respectfully,



Nathan Hillard
Director of Collaborative Delivery - Water
Wharton-Smith, Inc.

SECTION 2 – GMP-1 COST SUMMARY, DIRECTS, AND GC BREAKDOWNS



COST SUMMARY

	LABOR	EQUIPMENT	MATERIALS	SUBS	TOTALS
Total Direct	\$ 11,840	\$ 6,500	\$ 10,500	\$ 166,850	\$ 195,690
Total GC's	\$ 441,598	\$ 2,550	\$ 518,678	\$ 348,812	\$ 1,311,638
Sales Tax (7%)				\$ 37,042	\$ 37,042
				\$ -	\$ -
Contingency				\$ 50,000	\$ 50,000
Owner Allowance				\$ -	\$ -
Bond				\$ 16,898	\$ 16,898
Insurance (0.75%)				\$ 13,151	\$ 13,151
Fee (8.75%)				\$ 142,137	\$ 142,137
TOTAL	\$453,438	\$9,050	\$529,178	\$774,889	\$1,766,555



Wharton-Smith, Inc.
CONSTRUCTION GROUP

JOB NAME:	BUCKMAN WRF - CMAR SETUP AND CENTRIFUGE PRC	August 21, 2020
ESTIMATE #:	0	9:04 AM

BASE BID DIRECTS

BID ITEM NUMBER	DESCRIPTION	BASE RATE	LABOR		EQUIPMENT \$ AMOUNT	MATERIAL \$ AMOUNT	SUBCONTRACT \$ AMOUNT	\$ TOTALS	REMARKS
			MH	\$ AMOUNT					SUB NAME
		\$37.00	0	\$0	\$0	\$0	\$0	\$0	
DIV. 2	SITWORK SUBCONTRACT INCLUDING:	\$37.00	0	\$0	\$0	\$0	\$0	\$0	
	LIMEROCK ACCESS DRIVE	\$37.00	0	\$0	\$0	\$0	\$8,500	\$8,500	
	ASPHALT PAVING	\$37.00	0	\$0	\$0	\$0	\$15,600	\$15,600	
	LIMEROCK TRAILER AREA	\$37.00	0	\$0	\$0	\$0	\$42,500	\$42,500	
	SILT FENCING	\$37.00	0	\$0	\$0	\$0	\$3,000	\$3,000	
	CURB REMOVAL	\$37.00	0	\$0	\$0	\$0	\$1,500	\$1,500	
	LIMEROCK PARKING AREA	\$37.00	0	\$0	\$0	\$0	\$14,500	\$14,500	
	SITE BALANCE	\$37.00	0	\$0	\$0	\$0	\$10,500	\$10,500	
	SEEDING AND SODDING	\$37.00	0	\$0	\$0	\$0	\$8,750	\$8,750	
	REMOVAL OF COMPOUND	\$37.00	320	\$11,840	\$6,500	\$10,500	\$5,000	\$33,840	
		\$37.00	0	\$0	\$0	\$0	\$0	\$0	
DIV 16	ELECTRICAL	\$37.00	0	\$0	\$0	\$0	\$42,000	\$42,000	
		\$37.00	0	\$0	\$0	\$0	\$0	\$0	
	ALLOWANCE FOR BUILDING PERMITS	\$37.00	0	\$0	\$0	\$0	\$15,000	\$15,000	TRAILER AND ROW PERMIT
		\$37.00	0	\$0	\$0	\$0	\$0	\$0	
		\$37.00	0	\$0	\$0	\$0	\$0	\$0	
TOTAL DIRECT COST			320	\$11,840	\$6,500	\$10,500	\$166,850	\$195,690	\$195,690



Wharton-Smith, Inc.
CONSTRUCTION GROUP

JOB NAME:	BUCKMAN WRF - CMAR SETUP AND CENTRIFUG	August 21, 2020
ESTIMATE #:	0	9:04 AM

GENERAL CONDITIONS	DURATION =		320 DIRECT MANHOURS				8		MANWEEEKS								
		45	MONTHS, PLANNED		0	MEN											
DESCRIPTION	QTY	UNIT	MH/UNIT	BASE RATE	LABOR			HR/UNIT	EQUIPMENT		MATERIAL		SUBCONTRACTS		\$ TOTALS	REMARKS	
					U/P	TOTAL MH	\$ AMOUNT		RATE	\$ AMOUNT	U/P	\$ AMOUNT	U/P	\$ AMOUNT			
PROJECT MANAGEMENT TEAM																	
FIELD STAFF																	
SENIOR SUPERINTENDENT	4	WK	40	\$120.00	\$4,800.00	160	\$19,200			\$0.00		\$0			\$0	\$19,200	
OFFICE STAFF																	
PROJECT MANAGER	2	WK	40	\$81.00	\$3,240.00	80	\$6,480			\$0.00		\$0			\$0	\$6,480	
PROJECT ENGINEER	2	WK	40	\$50.00	\$2,000.00	80	\$4,000			\$0.00		\$0			\$0	\$4,000	
PROJECT ASSISTANT	195	WK	40	\$49.00	\$1,960.00	7,812	\$382,788			\$0.00		\$0			\$0	\$382,788	
SECURITY GUARD	195	WK	0	\$30.00	\$0.00	0	\$0			\$0.00		\$0	\$1,385.00	\$270,491	\$270,491	\$270,491	ESB Security (JSEB)
TEMP.FACILITIES & UTILITIES																	
WATER, INSTALL AND REMOVE TEMPORARY SYSTEM	1	LS	80	\$37.00	\$2,960.00	80	\$2,960	1	\$850.00	\$850.00	\$2,500.00	\$2,500	\$300.00	\$300	\$6,610	\$6,610	INSTALL W/ MINI EXCAVATOR
WATER COOLERS AND ICE	45	MO		\$37.00	\$0.00	0	\$0			\$0.00	\$250.00	\$11,250		\$0	\$11,250	\$11,250	
ELECTRIC, MONTHLY CHARGES	45	MO		\$37.00	\$0.00	0	\$0			\$0.00	\$2,000.00	\$90,000		\$0	\$90,000	\$90,000	ALLOWANCE IF JEA CHARGES
HARD WIRE INTERNET/PHONE, INSTALL & REMOVE - W-S	1	LS		\$37.00	\$0.00	0	\$0			\$0.00	\$0.00	\$0	\$6,265.00	\$6,265	\$6,265	\$6,265	
INTERNET/TELEPHONE, MONTHLY CHARGES - W-S	45	MO		\$37.00	\$0.00	0	\$0			\$0.00	\$285.00	\$12,825		\$0	\$12,825	\$12,825	COMCAST
FIELD OFFICES, WHARTON SMITH INC	45	MO	0	\$37.00	\$0.00	0	\$0			\$0.00	\$4,111.51	\$185,018		\$0	\$185,018	\$185,018	MOBILE MODULAR
FIELD OFFICES, W-S - DELIVERY/RETURN/TRAILER COMPOUND	1	LS		\$37.00	\$0.00	0	\$0			\$0.00	\$32,409.00	\$32,409	\$0.00	\$0	\$32,409	\$32,409	MOBILE MODULAR
SECURITY GUARD TRAILER	45	MO	0	\$37.00	\$0.00	0	\$0			\$0.00	\$350.00	\$15,750		\$0	\$15,750	\$15,750	
SECURITY GUARD TRAILER - DELIVERY/RETURN	1	LS		\$37.00	\$0.00	0	\$0			\$0.00	\$320.00	\$320		\$0	\$320	\$320	
FIELD OFFICE FURNISHINGS AND EQUIPMENT (PURCHASE)	1	LS		\$37.00	\$0.00	0	\$0			\$0.00	\$25,000.00	\$25,000		\$0	\$25,000	\$25,000	
FIELD OFFICE FURNISHINGS AND EQUIPMENT (RENTAL)	45	MO		\$37.00	\$0.00	0	\$0			\$0.00	\$750.00	\$33,750		\$0	\$33,750	\$33,750	PRINTER
JOB OFFICE SUPPLIES	45	MO		\$37.00	\$0.00	0	\$0			\$0.00	\$700.00	\$31,500		\$0	\$31,500	\$31,500	
COMPUTER EQUIPMENT FOR FIELD OFFICE - W-S	1	LS		\$37.00	\$0.00	0	\$0			\$0.00	\$21,200.00	\$21,200		\$0	\$21,200	\$21,200	COMPUTERS, MONITORS, ETC.
TEMPORARY TOILETS - 1 REQUIRED	45	MO		\$37.00	\$0.00	0	\$0			\$0.00	\$250.00	\$11,250		\$0	\$11,250	\$11,250	SECURITY GUARD TRAILER
TEMPORARY SEWAGE HOLDING TANKS - W-S	1	LS	32	\$37.00	\$1,184.00	32	\$1,184			\$0.00	\$500.00	\$500		\$0	\$500	\$500	GRAVITY SERVICE INSTALL
TRAILER SETUP	1	LS	320	\$37.00	\$11,840.00	320	\$11,840	2	\$850.00	\$1,700.00	\$15,000.00	\$15,000	\$300.00	\$300	\$28,840	\$28,840	
TEMPORARY CHAIN LINK FENCE, INSTALL AND REMOVE	1	LF		\$37.00	\$0.00	0	\$0			\$0.00	\$0.00	\$0	\$25,000.00	\$25,000	\$25,000	\$25,000	ALLOWANCE - JEA TO PROVIDE DIRECTION
CONSTRUCTION EQUIPMENT & TOOLS																	
SMALL TOOLS AND SUPPLIES	1	LS		\$37.00	\$0.00	0	\$0			\$0.00	\$5,000	\$5,000		\$0	\$5,000	\$5,000	
SAFETY & HEALTH & HOUSEKEEPING																	
DEMobilize TRAILERS	1	LS	120	\$37.00	\$4,440.00	120	\$4,440			\$0.00		\$0	\$2,500.00	\$2,500	\$6,940	\$6,940	
CLEAN-UP THROUGHOUT DURATION OF PROJECT	195	WK	1	\$37.00	\$37.00	195	\$7,226			\$0.00		\$0		\$0	\$7,226	\$7,226	
DUMPSTERS	45	MO		\$37.00	\$0.00	0	\$0			\$0.00	\$200.00	\$9,000		\$0	\$9,000	\$9,000	
JANITORIAL - TRAILERS	195	WK	0	\$37.00	\$0.00	0	\$0			\$0.00	\$20.00	\$3,906	\$120.00	\$23,436	\$27,342	\$27,342	
TOTAL GENERAL CONDITIONS						8,879	\$440,118			\$2,550	\$506,178	\$328,292	\$1,277,138	\$1,277,138	\$1,277,138		
GENERAL REQUIREMENTS																	
PERMITS, FEES, INSURANCE, LEGAL, ETC.																	
BUILDER'S RISK INSURANCE-COASTAL COUNTY	45	MO		\$37.00	\$0.00	0	\$0			\$0.00		\$0	\$201.00	\$9,045	\$9,045	\$9,045	\$201.39
PROJECT DOCUMENTATION AND SERVICES																	
PROJECT SIGNS	1	LS	40	\$37.00	\$1,480.00	40	\$1,480			\$0.00	\$2,500.00	\$2,500		\$0	\$3,980	\$3,980	
PHOTOGRAPHS	45	MO		\$37.00	\$0.00	0	\$0			\$0.00	\$0.00	\$0	\$255.00	\$11,475	\$11,475	\$11,475	
PLANS & SPECIFICATIONS REPRODUCTION COSTS	1	LS		\$37.00	\$0.00	0	\$0			\$0.00	\$10,000.00	\$10,000		\$0	\$10,000	\$10,000	
TOTAL GENERAL REQUIREMENTS						40	\$1,480			\$0	\$12,500	\$20,520	\$34,500	\$34,500	\$34,500		

BUCKMAN WRF GMP BLOWER SYSTEM IMPROVEMENTS

JEA – BUCKMAN WRF

GMP (FINAL)
BLOWER SYSTEM IMPROVEMENTS PROJECT

Wharton-Smith Contact:

Josh Burns
Preconstruction Manager
407-321-8410
jburns@whartonsmith.com

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SECTION 1 – EXECUTIVE SUMMARY

August 5, 2020

Mr. Bill Clendening
JEA Buckman WRF
2221 Buckman Street
Jacksonville, FL 32206

Re: Buckman WRF
GMP Blower System Improvements - Final

Dear Mr. Clendening:

Wharton-Smith is pleased to submit the Guaranteed Maximum Price (GMP Final) for the Blower System Improvements project. We have addressed all review comments from JEA and MarshWagner herein. The construction includes a new electrical building with a switchgear room and a future expansion room. Medium voltage electrical feed will be re-directed from existing ductbanks to the new building and the existing substations will be removed after startup. At the aeration blower building, we will install two new 1,000HP blowers and perform electrical modifications including the addition of a new electrical room isolated within the existing blower room. At the yard, we will remove and grout the existing 20" dewatering piping and install a new re-routed line. In addition, a new fire line with multiple fire hydrants will be installed. Asphalt paving, grading, and sod will encompass the sitework changes on this project. The duration of construction is 19 months commencing upon receipt of the contract amendment and an agreed to NTP. Our proposed GMP schedule along with a comprehensive breakdown of material, equipment, subcontractor, and labor is provided in the supporting documentation following this letter. The GMP is valued at **\$12,058,540** for this project.

Please note the following clarifications regarding this proposal:

1. We have included all Work in accordance with the Jacobs Engineering drawings "Buckman WRF Blower System Improvements Bid Set Based on 90% Complete Documents" dated April 2020 and Addenda #01, 02, 03.
2. The Contingencies and Owner Allowances carried are reflective of the attached proposed Risk Register.
3. We have included the following additional allowances for work items with undefined scopes at this time:
 - a. Building Permits - \$75,000
 - b. Materials Testing (soil densities, concrete testing, etc.) - \$50,000
 - c. Finish Caulking - \$10,000
4. Our GMP includes competitively bid pricing provided by the following vendors:
 - a. Blower Equipment – Howden and Lone Star Blower (JEA to finalize selection, see below)
 - b. Piping/Valves/Fittings – Ferguson Waterworks and Fortiline Waterworks
 - c. Stainless Steel Piping – Fortiline, Tennessee Metal Fab, Aerex
5. Our GMP includes competitively bid pricing provided by the following subcontractors:
 - a. Sitework – Tim Prep
 - b. Concrete/Masonry/Hollowcore – VMG Construction
 - c. Roofing – Barber & Associates

- d. Overhead Coiling Doors – Miner
 - e. Doors & Windows – Webber Glass
 - f. Framing/Drywall/Insulation – A&W Construction Services
 - g. Coatings – Complete Coatings (JSEB)
 - h. HVAC – WW Gay Mechanical Contractor
 - i. Electrical Bid package – Cogburn Electric
 - j. Instrumentation and Controls – Tesco Controls
6. Our GMP includes a process mechanical and concrete self-perform package as a lump sum line item. The line item was extensively reviewed by MarshWager and found to be mutually agreeable in its present form. A detailed cost estimate and associated backup have been included in Section 3 of this GMP proposal.
 7. JEA and Jacobs are currently evaluating Howden and Lone Star Blower’s bid proposals for the Blower Equipment for the final selection. The following procurement breakdown has been included in the GMP at this time to allow JEA the ability to select either vendor based on the outcome of the evaluation and the recommended additive value engineering items from Jacobs review:
 - a. Total Base Bid: \$1,497,730
 - b. VE Adder – Inlet Filter Housing C5EP Coating: \$13,400
 8. Storm water pollution prevention (SWPPP) is included.
 9. We have included performance and payment bond and insurance.
 10. We have included builder’s risk insurance.
 11. All ERP, FDEP, FDOT, ROW, etc. permit costs are by others.
 12. Unforeseen conflicts and utilities will be financially resolved via use of allowances and contingencies as allotted within the Risk register.
 13. We have not included costs within this estimate for the CMAR Mobilization/Trailer Compound.
 14. We have included project management staff that is appropriate for this project. Please note though that this team will start actively managing the Biosolids Conversion project when the phase starts construction in the summer of 2021 so the main project team consisting of the Senior Superintendent, Field Engineer, Project Engineer, and Project Manager will be also working on that GMP. The durations of the Biosolids Conversion GMP will reflect a decreased duration of management required for that project in essence “crediting” General Conditions towards that GMP. The remainder of the positions and new staffing positions required for the next phase will be re-evaluated prior to GMP submission of the Biosolids Conversion project.
 15. See attached for the proposed GMP schedule for the Buckman WRF Blower System Improvements project.

Thank you again for this opportunity to serve JEA. As always, I am available to discuss at your earliest convenience.

Very respectfully,



Nathan Hillard
Director of Collaborative Delivery - Water
Wharton-Smith, Inc.

SECTION 2 – COST SUMMARY, DIRECTS, AND GC BREAKDOWNS



JEA BUCKMAN WRF - BLOWER SYSTEM IMPROVEMENTS

90% GMP

8/5/2020

COST SUMMARY

	LABOR	EQUIPMENT	MATERIALS	SUBS	TOTALS
Total Direct	\$ 373,256	\$ 301,559	\$ 963,115	\$ 6,835,169	\$ 8,473,099
Total GC's	\$ 1,463,572	\$ -	\$ 49,119	\$ 64,898	\$ 1,577,589
Sales Tax (7%)				70,856	\$ 70,856
Contingency				\$ 276,120	\$ 276,120
Owner Allowance				\$ 560,379	\$ 560,379
Bond				\$ 89,764	\$ 89,764
Insurance (0.75%)				\$ 85,594	\$ 85,594
Fee (8.75%)				\$ 925,139	\$ 925,139
TOTAL	\$1,836,828	\$301,559	\$1,012,234	\$8,907,920	\$12,058,540



Formal Bid and Award System

Award # 3 September 3, 2020

Type of Award Request: CHANGE ORDER
Requestor Name: Gaines, Brian A.
Requestor Phone: (904) 665-6246
Project Title: Lofton Oaks Water Treatment Plant (WTP) - Improvements
Project Number: 8004391
Project Location: JEA
Funds: Capital
Budget Estimate: N/A

Scope of Work:

The scope of work for this solicitation is to provide engineering services, including design, permitting and services during construction for the improvements to the Lofton Oaks WTP. The plant's major equipment has reached the end of serviceable life and needs to be replaced.

JEA IFB/RFP/State/City/GSA#: 119-17
CPA #: 175193
Purchasing Agent: Kruck, Daniel
Is this a Ratification?: YES

A ratification of \$15,024.50 is included in this award amount.

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
CONSTANTINE ENGINEERING INC.	Kart Vaith	kbaith@tcgeng.com	311 SR16, St. Augustine, FL 32080	(904) 562-2185	\$76,977.00

Amount of Original Award: \$342,800.00
Date of Original Award: 06/21/2018
Change Order Amount: \$76,977.00

List of Previous Change Order/Amendments:

Date	Amount	Reason
11/30/2018	\$19,675.00	Additional evaluation of the well and well pump.
04/12/2019	\$114,096.25	Design changes due to larger tank and higher capacity pumps required.
07/03/2019	\$14,120.00	Additional services required to obtain a landscape variance based on comments by Nassau County.

New Not-To-Exceed Amount: \$567,668.25
Length of Contract/PO Term: Project Completion
Begin Date: 08/02/2018
End Date: Project Completion (Expected: September 2023)
JSEB Requirement: Ten Percent (10%) Evaluation Criteria
Comments on JSEB Requirements:

Original Award

J. Collins Engineering (Mechanical/Piping) – 4.32%

R.E. Holland (Survey) – 3.94%

CSI-Geo (Geotechnical) – 1.90%

Previous Change Orders

Four Waters Engineering (Civil/Mechanical) – 42.87%

CSI Geo (Geotechnical) – 5.92%

This Change Order

N/A

Background/Recommendations:

Originally approved by Awards Committee on 06/18/2018 in the amount of \$342,800.00 to Constantine Engineering, Inc. Previous contract change orders were approved due to changes in design requirements by JEA and Nassau county. A copy of the previous awards are attached as backup.

Negotiations were successfully completed with Constantine Engineering for additional work. This includes permitting work required by Nassau county, bid phase services and services during construction. Due to the previous design scope changes, the increase for bid phase services and the services during construction are needed. These previous changes also required additional permitting work with Nassau County. The land use permit changed, and comments received from Nassau County required additional design changes. This effort was not captured in any of the previous amendments. The hourly rates used in this amendment are the same as originally negotiated. A copy of the negotiated fee is attached as backup.

The details of this amendment spend are below:

- FY20: \$15,024.50
- FY21: \$0.00
- FY22: \$39,617.50
- FY23: \$22,335.00

Request approval to award a change order to Constantine Engineering, Inc. for additional services related to Nassau County permitting requirements, and expanded bid and construction phase services for the Lofton Oaks WTP - Improvements project in the amount of \$76,977.00 for a new not-to-exceed amount of \$567,668.25, subject to the availability of lawfully appropriated funds.

Manager: Phillips, Brian R. – Mgr W/WW Project Management

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

Chief: Hai, Vu X. – Interim GM Water Wastewater Systems

APPROVALS:

Chairman, Awards Committee **Date**

Budget Representative **Date**



Formal Bid and Award System

CPA 175193

Award #2 March 28, 2019

Type of Award Request: CHANGE ORDER

Request: 6568

Requestor Name: Perkins, Timothy

Requestor Phone: (904) 665-4303

Project Title: Engineering Services for the Lofton Oaks Water Treatment Plant (WTP) Improvements Project

Project Number: 8004391

Project Location: JEA

Funds: Capital

Budget Estimate: \$333,000.00

Scope of Work:

The scope of work for this solicitation is to provide engineering services, including design, permitting and services during construction for the improvements to the Lofton Oaks WTP. The plant's major equipment has reached the end of serviceable life and needs to be replaced.

This project will positively affect the following JEA Measures of Value:

- Customer Value: Provides additional capacity to meet customer demand during peak periods
- Community Impact Value: Improves resiliency by providing additional backup capacity if other water treatments plants are offline during an emergency

JEA IFB/RFP/State/City/GSA#: 119-17

Purchasing Agent: Kruck, Daniel R.

Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
CONSTANTINE ENGINEERING INC.	Kart Vaith	kvaith@tcgeng.com	100 Center Creek Road, Suite 108 St. Augustine, FL 32084	(904) 562-2185	\$114,096.25

Amount of Original Award: \$342,800.00

Date of Original Award: 06/21/2018

Change Order Amount: \$114,096.25

List of Previous Change Order/Amendments:

CPA #	Amount	Date
175193	\$19,675.00	11/30/2018

New Not-To-Exceed Amount: \$476,571.25

Length of Contract/PO Term: Project Completion

Begin Date (mm/dd/yyyy): 08/02/2018

End Date (mm/dd/yyyy):

Project Completion (Expected: July 2020)

JSEB Requirement:

Ten Percent (10%) Evaluation Criteria

Comments on JSEB Requirements:

Original Award

J. Collins Engineering (Mechanical/Piping) – 4.32%

R.E. Holland (Survey) – 3.94%

CSI-Geo (Geotechnical) – 1.90%

Total: 10.16%

This Change Order

Four Waters Engineering (Civil/Mechanical) – 42.87%

CSI Geo (Geotechnical) – 5.92%

Total: 48.79%

Background/Recommendations:

Originally approved by Awards Committee on 06/21/2018 in the amount of \$342,800.00 to Constantine Engineering Inc. A copy of the original award is attached as backup. On 11/30/2018 an administrative change order was approved in the amount of \$19,675.00 for well quality verification and a pump replacement evaluation.

Originally, the project was envisioned as a replacement of worn-out components with reuse of other existing equipment. At 10% design JEA planning changed the scope of the project to include replacement of all equipment and substantially increase the size of the ground storage tank. This decision was made to provide redundancy and resiliency in emergency situations. This award request is for a change order to the design contract in the amount of \$114,096.25 for the additional scope items listed below:

- Replace the two (2) existing 480 gpm high service pumps and include provisions for two (2) future 1,000gpm high service pumps and design the headers for future flow. (Original scope of work called for pumps to be relocated)
- Replace the chemical feed pump and equipment skid and include provisions to accommodate future flow. (Original scope called for chemical feed system to be relocated)
- Replace the two (2) existing 200 gal hypochlorite storage tanks with a single, larger, double-walled hypochlorite storage tank. (Original scope called for existing tanks to be relocated)
- Increase the Ground Storage Tank (GST) capacity to 200,000 gallons. (Original scope called for existing 20,000-gallon tank to be relocated)
- Resize the vertical turbine well pump to pump to a new aerator on top of the new GST. (Original scope called for the existing well pump to remain)
- Process calculations and design to size the new high service pumps, chemical feed systems, chemical storage tank. Design of a new larger ground storage tank and calculations/design of a new well pump to reach the aerator located above the new storage tank
- Process mechanical design for the associated additional scope of work
- Civil design to include a new stormwater pond (required due to the larger tank), and significant additional site grading work related to the pond and the larger tank and building
- Structural and Electrical design to accommodate additional scope of work

JEA used the original negotiated hourly rates to develop the award amount for this new scope of work. The change order quote is attached as backup. A budget trend has been submitted and approved for this additional scope of work.

The project details are below:

- Total Project Budget: \$3,651,000.00
- Construction Budget Estimate (Original estimate at time of Proposal): \$1,290,000.00
- Revised Construction Budget Estimate: \$3,174,429.00



Formal Bid and Award System

CRA 175193

Award #4 June 21, 2018

Type of Award Request: PROPOSAL (RFP)
Request #: 3931
Requestor Name: Perkins, Timothy E. (Randstad)
Requestor Phone: (904) 665-4303
Project Title: Lofton Oaks Water Treatment Plant (WTP) Improvements
Project Number: 8004391
Project Location: JEA
Funds: Capital
Award Estimate: \$333,000.00

Scope of Work:

This is a request to award to an engineering firm to provide engineering services, including design, permitting, and services during construction for the improvements to the Lofton Oaks WTP. The Lofton Oaks WTP is a 0.4 MGD 'peaking' plant that supplements demands within JEA's Nassau Grid. The plant is necessary to meet peak demands, especially in the springtime, to maintain the distribution system's pressure by providing supplemental water to the distribution system. The plant's major equipment have reached the end of their useful lives and need to be replaced. The improvements will include raw water delivery system improvements, removal and replacement of existing ground storage tank and aerator, relocation of existing pumps and motors to new control building, relocation of existing SCADA/PLC components to new control building, installation of new generator, electrical distribution equipment, new control panels and variable frequency drives and demolition of existing pump building.

JEA IFB/RFP/State/City/GSA#: 119-17
Purchasing Agent: Kruck, Daniel Robert (Dan)
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
CONSTANTINE ENGINEERING INC	Kart Vaith	kvaith@tcgeng.com	100 Center Creek Road, Suite 108 St Augustine, FL 32084	(904) 562-2185	\$342,800.00

Amount for entire term of Contract/PO: \$342,800.00
Award Amount for remainder of this FY: \$80,898.00
Length of Contract/PO Term: Project Completion
Begin Date (mm/dd/yyyy): 07/08/2018
End Date (mm/dd/yyyy): Project Completion (Estimated: May 2020)
JSEB Requirement: Optional Evaluation Criteria (10%)

Comments on JSEB Requirements:

J. Collins Engineering (Mechanical/Piping) – 4.32%
 R.E. Holland (Survey) – 3.94%

CSI-Geo (Geotechnical) – 1.90%
Total: 10.16%

BIDDERS:

Name	Amount	Rank
CONSTANTINE ENGINEERING INC.	\$342,800.00	1
WRIGHT-PIERCE	N/A	2
MITTAUER & ASSOCIATES INC.	N/A	3
CPH INC.	N/A	4

Background/Recommendations:

Advertised on 08/09/2017. Nine (9) prime contractors attended the mandatory pre-proposal meeting on 08/16/2017. At Proposal opening on 09/26/2017, JEA received four (4) Proposals. The public evaluation meeting was held on 12/12/2017 and Constantine Engineering Inc. was deemed most qualified to perform the work. A copy of the evaluation matrix is attached as backup.

Negotiations with Constantine Engineering, Inc. were successfully completed. The proposed engineering design and services during construction (SDC) fee of \$342,800.00 is 2.9% higher than estimated but deemed to be reasonable. Compared to estimated construction costs of \$2,470,000.00, the proposed fee is 13.9% of construction cost. A copy of the final fee is attached as backup. A trend will be done based on the updated construction estimate.

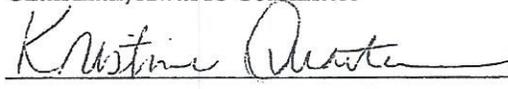
119-17 - Request approval to award a contract to Constantine Engineering, Inc. for engineering services for the Lofton Oaks WTP Improvements project in the amount of \$342,800.00, subject to the availability of lawfully appropriated funds.

Director: Marshall, Raynetta C. - Dir, WWW Grid Project Eng & Construction
VP: Roche, Brian J. - VP/GM Water Wastewater Systems

APPROVALS:

 6/21/18

Chairman, Awards Committee **Date**

 6/21/18

Manager, Capital Budget Planning **Date**

Operating Budgets

ATTACHMENT A

Scope of Services for Lufkin Oaks WTP Improvements

Scope Definition	Engineering Manager/EDR	Lead Mechanical Engineer	QA/QC Manager	Lead Structural Engineer	Lead Electrical/ITAC Engineer	SR CADD Tech	Engineering Intern	Clerical/Admin	Surveying (R.E. Holland) (25EB)	Geotechnical (CST Geo) (25EB)	Civil (Future Water Engineering) (25EA)	Expenses	HOURS/TASK	TOTAL FEE/TASK
TASK	\$710	\$100	\$165	\$129	\$165	\$90	\$90	\$55	\$130	\$130	\$148	\$		
13 ADDITIONAL SCOPE														
1 Revised 10% Schematic Design Document (SDD)													24	\$ 3,480.00
1.1 Incorporate scope changes and revise drawings	4	4	2		4		8	2					12	\$ 1,495.00
1.2 Update the SDD Report based on scope changes	2						2	1					4	\$ 610.00
1.3 Revise Meeting with JCA	2													
2 New Split Case Pumps and Design Considerations for Future Pumps													10	\$ 1,090.00
2.1 Hydraulic Calc/Pump Selection - New and Future pumps	8	2	8	24	12		8	16					80	\$ 10,776.00
2.2 Drawings (60%, 90%, 100%)														
2.2.1 C-2: Modified site plan due to increase in building size														
2.2.2 C-4: Modified yard piping due to increase in building size														
2.2.3 C-5: Modified paving, grading and erosion control plan due to increase in building size														
2.2.4 C-6: Modified drainage plan due to increase in building size														
2.2.5 T-4: Approx. 50% increase in building size, change in pump alignment, provision for future pumps														
2.2.6 M-5: Approx. 50% increase in building size, addition of pipe trench														
2.2.7 S-2: Approx. 50% increase in building size														
2.2.8 S-3: Approx. 50% increase in building size														
2.2.9 S-4: Approx. 50% increase in building size														
2.2.10 S-5: Approx. 50% increase in building size														
2.2.11 H-1: Modified HVAC with increased building size and provision for future pumps														
2.2.12 P-1: Modified Plumbing schedule with increased building size														
2.2.13 E-1.0: Modifications due to design consideration of future pumps														
2.2.14 E-1.1: Modifications due to design consideration of future pumps														
2.2.15 E-1.2: Modifications due to design consideration of future pumps and increase in building size														
2.2.16 E-1.3: Modifications due to design consideration of future pumps and increase in building size													24	\$ 2,962.00
2.3 Specifications		2		8	6			6						
3 Design New Chemical Feed Equipment													12	\$ 1,760.00
3.1 Tank sizing and design	8	4			4								36	\$ 5,190.00
3.2 Metering pump sizing (dosage calcs), selection and design	8	10			18								64	\$ 8,872.00
3.3 Drawings (60%, 90%, 100%)														
3.3.1 H-7: New chemical feed layout														
3.3.2 E-3.0: New chemical feed pumps and change in tank size														
3.3.3 E-3.1: New chemical feed pumps and change in tank size														
3.4 Specifications		6	2		4			4					24	\$ 3,120.00
4 Reize and Design of Well Pump													12	\$ 1,460.00
4.1 Hydraulic Calc/Pump Selection		4						4					24	\$ 2,820.00
4.2 Specification		8						8					8	\$ 910.00
5 Provide a larger 6.2MG GSST													58	\$ 8,658.00
5.1 TM for GSST Selection														
5.2 Drawings (60%, 90%, 100%)	8	2	8	16	16			8						
5.2.1 C-3: Modified site plan due to change in size of tank														
5.2.2 C-4: Modified yard piping due to change in size of tank														
5.2.3 C-5: Modified paving, grading and erosion control plan due to increase in tank size														
5.2.4 C-6: Modified drainage plan due to increase in tank size														
5.3 Specifications		2	2	8	6			6					36	\$ 4,312.00
TASK 13 LABOR FEE	\$ 8,600.00	\$ 11,810.00	\$ 5,920.00	\$ 8,256.00	\$ 9,900.00	\$ 0	\$ 10,800.00	\$ 7,120.00	\$ 0	\$ 0	\$ 0	\$ 0	428	\$ 57,436.00
TASK 13 HOURS	40	64	32	64	60	0	120	48	0	0	0	0	428	
TASK 13 LUMP SUM														
14A ADDITIONAL ISES SCOPE														
1 Additional Civil Sitework													120	\$ 17,760.00
1.1 Overall Site Grading													90	\$ 13,260.00
1.2 Stormwater Pond													120	\$ 17,760.00
1.3 ERP Pump Skips													18	\$ 2,340.00
2 Additional Geotechnical Work													34	\$ 4,450.00
2.1 2 borings instead of 15 for larger tank														
2.2 One (1) additional 75' boring for larger tank														
TASK 14A LABOR FEE	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	332	\$ 45,992.00
TASK 14A HOURS	0	0	0	0	0	0	0	0	0	0	0	0	332	
TASK 14A LUMP SUM														
TOTAL PROJECT LUMP SUM (TASK 13)	\$ 8,600.00	\$ 11,810.00	\$ 5,920.00	\$ 8,256.00	\$ 9,900.00	\$ 0	\$ 10,800.00	\$ 7,120.00	\$ 0	\$ 0	\$ 0	\$ 0		
TOTAL PROJECT FEE AND EXPENSE (TASK 14A)	\$ 8,600.00	\$ 11,810.00	\$ 5,920.00	\$ 8,256.00	\$ 9,900.00	\$ 0	\$ 10,800.00	\$ 7,120.00	\$ 0	\$ 6,760.00	\$ 48,900.00	\$ 0		\$ 114,096.20
GRAND TOTAL PROJECT LABOR FEE	\$ 8,600.00	\$ 11,810.00	\$ 5,920.00	\$ 8,256.00	\$ 9,900.00	\$ 0	\$ 10,800.00	\$ 7,120.00	\$ 0	\$ 6,760.00	\$ 48,900.00	\$ 0		\$ 114,096.20
GRAND TOTAL PROJECT HOURS	40	64	32	64	60	0	120	48	0	0	0	0	910	

Amendment 4

Scope of Additional Services to JEA Contract #175193 between JEA and Constantine Engineering, Inc.

Engineering, Bidding, and Limited Construction Support Services for the Lofton Oaks Water Treatment Plant Improvements Project

Article A. Purpose:

Constantine was retained by JEA to complete the design of improvements to the Lofton Oaks Water Treatment Plant (WTP). The original scope of services included a 20,000-gallon tank and the relocation of the chemical feed systems and the high service pumps into a new building with electrical and I&C components in the building. The scope of services also included professional engineering services for yard piping and valve replacements. The original services were as described in JEA Contract #175193, dated August 2, 2018, and were issued under JEA Standard Purchase Order #175596, dated July 13, 2018. Additional services were authorized as follows:

- Amendment 1, dated November 30, 2018, was issued for work related to evaluating the well and well pump.
- Amendment 2, dated April 12, 2019, was issued for work related to design changes in the original project scope of services (larger tank and higher capacity pumps). The construction phase services associated with this change in scope was not changed from the original contract because it was unknown if additional scope changes may be required.
- Amendment 3, dated June 11, 2019, was issued for additional services required to obtain a landscape variance based on comments received from Nassau County's Pre-Binding Site Plan Application.

This Amendment 4 to JEA's contract #175193 is for the additional services related to the additional scope to meet Nassau County permitting requirements and for additional services during bidding and construction as a result of the design changes outlined in Amendment 2.

Article B. Scope of Services:

Amendment 4 includes tasks 16, 17, and 18 for which there is a detailed breakdown of the activities in the following sub-sections. The earlier scope of work included limited Nassau County permitting to obtain a Nassau County Site and Building Permit. Changes to the site plan, tree mitigation, and land buffer requirements and multiple iterations of requests for additional information (RAIs) from Nassau County were not originally contemplated for this project. This Amendment covers additional funding for Nassau County permitting including submission and response to the Preliminary Binding Site Plan Application and Application for Site Engineering Plan and additional Bid-Phase and Construction-Phase services as a result of the design changes outlined in Amendment 2.

Task 16. Additional Permitting Work

- Additional coordination with Nassau County as the requirements for the land use permit changed

- Addition of road closure details and pavement overlay related to the work in the Right of Way for the new manhole in the road
- Revision of the ditch line from rip-rap to ditch paving. Nassau County commented in the previous permitting cycle that rip-rap was required.
- Plant potable water pipe relocation to prevent conflict with landscaping as required by Nassau County.
- Provision eight (8) sets of 24"x36" plans signed and sealed by the Engineer of Record

Task 17. Additional Bid-Phase Services

- One (1) addenda was estimated in the original scope of services. A total of three (3) addenda are now contemplated due to the design changes outlined in Amendment 2.
- Preparation of additional Conformed Construction Contract Documents.

Task 18. Additional Construction-Phase Services

- Twenty-Five (25) shop drawings was estimated in the original scope of services. A total of seventy (70) shop drawings are now contemplated due design changes outlined in Amendment 2.
- Ten (10) Requests for Information (RFIs) was estimated in the original scope of services. A total of thirty (30) RFIs are now contemplated due to design changes outlined in Amendment 2.
- Draft and Final Asset Management Tables that are more complex than was originally contemplated for this project.
- Preparation of additional Construction Record Drawings.

Article C. Compensation Provisions:

As compensation for providing the services described within this Amendment, CLIENT shall pay CONSULTANT in accordance with the current Agreement, based on the estimated completion of the Project. The total lump-sum fee proposed for Tasks 16 through 18 is **\$76,977.00**, which shall not be exceeded without a revision to this Agreement. A breakdown of the proposed fee is provided as Attachment A.

The breakdown of hours and fees for these additional services is presented in Attachment A and is summarized as follows:

Task and Description	Value
Task 16 – Additional Permitting Work	\$15,696.00
Task 17 – Additional Bid-Phase Work	\$14,932.00
Task 18 – Additional Construction-Phase Work	\$46,349.00
TOTAL COST FOR AMENDMENT 4	\$76,977.00

Article D. Period of Service

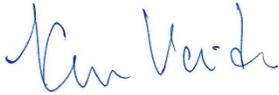
The project is currently anticipated to be bid in late 2020 with a construction duration of 400 days. If the construction schedule exceeds 400 days, additional compensation for some of these tasks may be required.

Article E. Authorized Representatives:

The Authorized Representatives designated below are authorized to act with respect to this Task Order. Communications between the parties shall be through the Authorized Representatives:

For the CLIENT	For the CONSULTANT
Name: Brian Gaines	Name: Kart Vaith, P.E., BCEE Executive Vice President
Address: 21 W Church Street Jacksonville, FL	Address: 100 Center Creek Road Suite 108 St. Augustine, FL 32084
Telephone: 904-665-6246	Telephone: 904-562-2185

Signature:



Kartik Vaith, P.E., BCEE
Sr. Project Manager and Executive VP
Constantine Engineering Inc.

Attachment A
JEA
LOFTON OAKS WTP IMPROVEMENTS (CONTRACT NO. 175193)
Fee Estimate - Amendment 4

Scope Definition		Engineering Manager/EOR	Lead Mechanical Engineer	QA/QC Manager	Lead Structural Engineer	Lead Electrical/I&C Engineer	SR CADD Tech	Engineering Intern	Clerical/Admin	HOURS/TASK	TOTAL FEE/TASK
TASK		\$215	\$185	\$185	\$129	\$165	\$90	\$93	\$65		
16	ADDITIONAL PERMITTING WORK										
16.1	Additional coordination with Nassau County as the requirements for the land use permit changed	8	0	0	0	0	0	8	2	18	\$ 2,594.00
16.2	Addition of road closure details and pavement overlay related to the work in the Right of Way for the new manhole in the road	2	4	2	0	0	12	8	0	28	\$ 3,364.00
16.3	Revision of the ditch line from rip-rap to ditch paving. Nassau County commented in the previous permitting cycle that rip-rap was required.	2	4	2	0	0	8	4	0	20	\$ 2,632.00
16.4	Plant potable water pipe relocation to prevent conflict with landscaping as required by Nassau County.	2	6	2	0	0	12	8	0	30	\$ 3,734.00
16.5	Provision eight (8) sets of 24"x36" plans signed and sealed by the Engineer of Record	2	2	0	2	2	8	8	8	32	\$ 3,372.00
16	TASK 16 LABOR FEE	\$ 3,440.00	\$ 2,960.00	\$ 1,110.00	\$ 258.00	\$ 330.00	\$ 3,600.00	\$ 3,348.00	\$ 650.00		\$ 15,696.00
	TASK 16 HOURS	16	16	6	2	2	40	36	10	128	
TASK 16 TOTAL											\$ 15,696.00
17	ADDITIONAL BID-PHASE SERVICES										
17.1	One (1) addenda was estimated in the original scope of services. A total of three (3) addenda are now contemplated due to the design changes outlined in Amendment 2.	4	4	2	2	2	6	8	4	32	\$ 4,102.00
17.2	Preparation of additional Conformed Construction Contract Documents.	8	10	4	8	8	24	16	8	86	\$ 10,830.00
17	TASK 17 LABOR FEE	\$ 2,580.00	\$ 2,590.00	\$ 1,110.00	\$ 1,290.00	\$ 1,650.00	\$ 2,700.00	\$ 2,232.00	\$ 780.00		\$ 14,932.00
	TASK 17 HOURS	12	14	6	10	10	30	24	12	118	
TASK 17 TOTAL											\$ 14,932.00
18	ADDITIONAL CONSTRUCTION-PHASE SERVICES										
18.2	Twenty-five (25) shop drawings was estimated in the original scope of services. A total of fifty (50) shop drawings are now contemplated due design changes outlined in Amendment 2.	16	30	6	40	40	0	50	8	190	\$ 27,030.00
18.3	Ten (10) Requests for Information (RFIs) was estimated in the original scope of services. A total of thirty (30) RFIs are now contemplated due to design changes outlined in Amendment 2.	6	8	4	8	8	0	12	4	50	\$ 7,238.00
18.4	Draft and Final Asset Management Tables that are more complex than was originally contemplated for this project.	4	2	2	0	0	0	24	0	32	\$ 3,832.00
18.5	Preparation of additional Construction Record Drawings.	6	6	4	6	6	18	14	7	67	\$ 8,248.50
18	TASK 18 LABOR FEE	\$ 6,880.00	\$ 8,510.00	\$ 2,960.00	\$ 6,966.00	\$ 8,910.00	\$ 1,620.00	\$ 9,300.00	\$ 1,202.50		\$ 46,348.50
	TASK 18 HOURS	32	46	16	54	54	18	100	19	339	
TASK 18 TOTAL											\$ 46,349.00
TOTAL PROJECT LUMP SUM		\$ 12,900.00	\$ 14,060.00	\$ 5,180.00	\$ 8,514.00	\$ 10,890.00	\$ 7,920.00	\$ 14,880.00	\$ 2,632.50		\$ 76,977.00
TOTAL PROJECT HOURS		60	76	28	66	66	88	160	41	585	



Formal Bid and Award System

Award #4 September 3, 2020

Type of Award Request: RATIFICATION & CONTRACT INCREASE
Request #: 6890
Requestor Name: Keeler, Jessica
Requestor Phone: (904) 665-6403
Project Title: Residential Meters for JEA Inventory Stock
Project Number: Various
Project Location: JEA
Funds: Inventory Blanket
Budget Estimate: \$932,909.62
Scope of Work:

The purpose of this agreement is to purchase Residential Meters carried in JEA's inventory stock. This agreement includes five (5) different types of meters with the primary application to measure the volume of water used by residential customers.

JEA IFB/RFP/State/City/GSA#: 038-17
Sr. Purchasing Agent: Roddy, Colin P.
Is this a Ratification?: Yes

RECOMMENDED AWARDEES:

Name	Vendor Contact	Email	Address	Phone	Amount
SENSUS USA, INC.	Griff Machinski	griff.machinski@xylem-inc.com	450 Gallatin Ave, P.O. Box 487, Uniontown, PA 15401	407-415-6268	\$932,909.62

Amount of original Award: \$2,474,152.83
Date of Original Award: 04/06/2017
Contract Increase Amount: \$932,909.62
New Not-To-Exceed Amount: \$4,680,372.30
Current Length of Contract/PO Term: Five (1) Years w/Two (2) – One (1) Yr. Renewals
Current Begin Date 01/31/2017
Current End Date 01/30/2022
Current Renewal Options Two (2) – One (1) Yr. Renewals

List of Previous Change Orders

BPA #	Amount	Date
164256	\$247,415.22	03/22/2018
164256	\$1,025,894.63	05/10/2018

Background/Recommendation:

Originally bid and approved by the Awards Committee on 04/06/2017 to Sensus USA, Inc. in the amount of \$2,474,152.83. The original award item is attached for reference.

On 03/22/2018, a contract increase was approved for \$247,415.22 in order to increase funding. A subsequent contract increase was also approved on 05/10/2018 for \$1,025,894.63 in order to increase funding. The contract increase is attached for reference.

JEA Meter Operations and Procurement, in FY 2021 planning, met and determined a need to increase contract funding for Residential Water Meter contracts, to fund purchases of meters till a new bid for residential meters can be accomplished. Upon review of the documents (contract, original award amount, first change order, and solicitation) to prepare for a contract increase, it was determined that there were discrepancies and conflicting information between several documents in regards to the term. Originally bid as five (5) years with two (2) additional one (1) year options, the initial award reflects a term of one (1) year plus two (2) one (1) year options. This was not what was stated in the solicitation and not what the vendor Sensus understood was transpiring and bid on. The contract with Sensus was executed for five (5) years with two (2) additional one (1) year options beginning on an effective date of January 31, 2017. It should be noted that the maximum indebtedness under the Contract was the same as the amount approved by the awards committee. It also should be noted that the effective date of the Contract was prior to the date of the original award.

This award is requesting that the awards committee (1) ratify and approve the contract entered into by JEA with Sensus effective as of January 31, 2017 with a five year term and two one-year renewal options and (2) approve a contract increase in the amount of \$932,909.62 to cover five (5) months of consumption while a bid can be successfully completed. JEA does not plan to utilize the entire term, as a bid is planned, but will coincide with the original bid and allow JEA flexibility in the instance additional funds are needed before new agreements are in place.

It should be noted, a decision for a new bid is based a third vendor being successfully tested and growth in the community exceeding original usage estimates.

Request approval for ratification of the contract with Sensus effective January 31, 2017 and a contract increase for Residential Meters for JEA Inventory Stock to add funding in the amount of \$932,909.62, for a new not-to-exceed total of \$4,680,372.30, subject to the availability of lawfully appropriated funds.

- Manager:** Keeler, Jessica – Inventory Planning Manager
- Director:** McCollum, Jenny – Director, Procurement Services
- VP:** McElroy, Alan – Interim VP Logistics & Chief Supply Chain Officer

APPROVALS:

Chairman, Awards Committee	Date
-----------------------------------	-------------

Budget Representative	Date
------------------------------	-------------

Type	Value	Date
Original Award	\$2,474,152.83	4/6/2017
10% Admin	\$247,415.22	3/22/2018
Change Order	\$1,025,894.63	5/10/2018
Contract Increase	\$932,909.62	9/3/2020
New NTE	\$4,680,372.30	-
Estimated FY20 Value	\$932,909.62	-

Contract Effective Date	1/31/2017
Contract End Date	1/30/2022

			Sensus	Total Contract Incerase	\$932,909.62
Num	Item	Description	Price	Estimated Quantity	Estimated Value
1	MTEAA010	**TEST REQD** METER, WATER 5/8" - LOW LEAD SRII METER, PLASTIC	\$82.69	0	\$0.00
2	MTEAA015	**TEST REQD** METER, WATER 5/8" X 3/4" - LOW LEAD SRII METER, PLASTIC DIVISION PLATE, BRONZE BOTTOM PLATE/STAINLESS STEEL CAP SCREWS, ELECTRONIC REGISTER TRPL, 0.1 GALLONS 8 WHL, 6'TRPL CBL 3-WIRE, MFG S/N=REG ID	\$82.69	1442	\$119,238.98

3	MTEAA020	<p>**TEST REQD** METER, WATER 3/4" - LOW LEAD SRII METER, PLASTIC DIVISION PLATE, BRONZE BOTTOM PLATE/STAINLESS STEEL CAP SCREWS, ELECTRONIC REGISTER TRPL, 0.1 GALLONS 8 WHL, 6'TRPL CBL 3-WIRE, MFG S/N=REG ID</p>	\$105.64	5000	\$528,200.00
4	MTEAA030	<p>**TEST REQD** METER, WATER 1" - LOW LEAD SRII METER, PLASTIC DIVISION PLATE, BRONZE BOTTOM PLATE/STAINLESS STEEL CAP SCREWS, ELECTRONIC REGISTER TRPL, 0.1 GALLONS 8 WHL, 6'TRPL CBL 3-WIRE, MFG S/N=REG ID</p>	\$141.68	1533	\$217,195.44

5	MTEAA270	<p>**TESTING REQUIRED** METER, WATER 3/4" - LOW LEAD SRII METER, NO DRINK, PLASTIC DIVISION PLATE, BRONZE BOTTOM PLATE/STAINLESS/STA INLESS STEEL CAP SCREWS, ELECTRONIC REGISTER TRPL, 0.1 GALLONS 8 WHL, 6'TRPL CBL 3-WIRE, MFG S/N=REG ID</p>	\$105.64	252	\$26,621.28
6	MTEAA300	<p>**TEST REQUIRED** METER, WATER 1" - LOW LEAD SRII METER, NO DRINK, PLASTIC DIVISION PLATE, BRONZE BOTTOM PLATE/STAINLESS STEEL CAP SCREWS, ELECTRONIC REGISTER TRPL, 0.1 GALLONS 8 WHL, 6'TRPL CBL 3-WIRE, MFG S/N=REG ID</p>	\$141.68	294	\$41,653.92

**CONTRACT
BETWEEN
JEA
AND
SENSUS USA INC.
JEA CONTRACT # 164256**

THIS CONTRACT, is executed as of this 31st day of January 2017, (the “Effective Date”), by and between **JEA**, a body politic and corporate, in Duval County, Florida, with a principal office located at 21 W. Church St., Jacksonville, FL 32202(“JEA”), and **SENSUS USA INC.**, a corporation existing under the Laws of the Florida with its principal office located at 450 Gallatin Ave., PO Box 487 Uniontown, PA 15401.

WITNESSETH

WHEREAS, pursuant to the JEA Procurement Code, JEA is authorized to procure goods and services via an Invitation to Negotiate (“ITN”) solicitation process; and

WHEREAS, JEA invited vendors to participate in the ITN process, and those vendors that qualified were asked to submit their best and final offer (“the BAFO”) to residential meters to JEA’s inventory stock (the “Work”); and

WHEREAS, said Company has been accepted by JEA as the most responsive and responsible for the completion of the Work at and for the prices stated in the Company’s BAFO.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, the parties agree as follows:

AGREEMENT

- 1) JEA hereby engages the Company and the Company hereby accepts said engagement for the purpose of performing the Work, as described in (i) JEA Solicitation # 038-17 designated as “**RESIDENTIAL WATER METERS FOR JEA INVENTORY STOCK**”, as modified by Addenda, (the “ITN”), and (ii) the Company’s Best and Final attached hereto as **Exhibit B** (the “Bid Form”).
- 2) The Work shall be performed strictly in accordance with the ITN, as amended by Addenda, associated Technical Specifications, this Contract and **Exhibits A-B**, and all Purchase Orders issued pursuant to this Contract (collectively, the “Contract”), all of which are hereby

specifically made part hereof by reference to the same extent as if fully set out herein.

- 3) JEA's Maximum Indebtedness under this Contract shall not exceed **Two Million Four Hundred Seventy Four Thousand One Hundred Fifty Two and 83/100 Dollars (\$2,474,152.20)**, at and for the prices stated in **Exhibit B**.

4) **TERM.**

The Contract shall commence on the effective date, and continue and remain in full force and effect as to all its terms, conditions and provisions as set forth herein for five (5) years, (the "Initial Term"), or until the Contract's Maximum Indebtedness is reached, whichever occurs first. It is at JEA's sole discretion to renew the Contract for an additional two (2), one (1) year renewal periods.

This Contract, after the initial year, shall be contingent upon the existence of lawfully appropriated funds for each subsequent year of the Contract.

5) **PRICE ADJUSTMENT –ANNUAL**

Contract prices for the Work will remain firm through the first year of the Contract. JEA will adjust pricing annually based on the Consumer Price Index (CPI). Each annual price adjustment will be recognized thirty (30) days after the Anniversary Date.

Unless the Company and JEA make other agreements, the annual price adjustment for the Contract shall be in accordance with the Consumer Price Index for all urban consumers published monthly by the U.S. Department of Labor, Bureau of Labor Statistics. The index used will be the unadjusted percent change for the previous twelve (12) months.

In the event the applicable price index publication ceases, the Company and JEA shall mutually agree on a replacement index. If the Company and JEA fail to agree on a replacement index, the Contract shall terminate effective on the next Anniversary Date.

Price Increase/Decrease Formula= $((\text{Latest BLS Index} - \text{Base BLS Index}) / \text{Base BLS Index})$

* Quoted Price.

-
- 5) All notices required or permitted under this Contract shall be in writing and shall be deemed received upon receipt. Notices shall be addressed by a party to the other party as follows:

In the case of JEA:

JEA
Attn: Renee McQuaig
6674 Commonwealth Avenue, CSC Storeroom
Jacksonville, FL 32254-2218
904-665-6038
McQuLR@jea.com

and to:

JEA
Attn: Heather Beard, Manager, Procurement Contract Administration
21 W. Church St. CC-6
Jacksonville, FL 32202
Ph: 904-665-7606
bearhb@jea.com

In the case of Company:

Griff Machinski
Sensus USA, Inc.
450 N. Gallatin Ave.
Uniontown, PA 15401
904-229-9132
Griff.Machinski@xyleminc.com

Either party may change its address from time to time upon prior written notice to the other specifying the effective date of the new address.

REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, in triplicate, as of the day and year first above written.

SENSUS USA INC.

ATTEST:

By: Trena Simmons

Name: Trena Simmons

Title: Channel Marketing Specialist

Date: 4/26/17

By: Tim Harriker

Name: TEM HARRIKER

Title: VP Sales NA Water

Date: 4/26/17

ATTEST:

By: H. Bard

Name: H. Bard

Title: Manager

Date: 5-1-17

JEA

By: John McCarthy

John McCarthy
Director, Supply Chain Management

Date: 5-1-17

Approved by the JEA Awards Committee on April 6, 2017. Award Item No. 2.

**EXHIBIT A
CONTRACT TERMS AND CONDITIONS**

SOLICITATION

**FOR PARTICIPATION IN AN INVITATION TO NEGOTIATE FOR THE SUPPLY OF
RESIDENTIAL WATER METERS FOR JEA INVENTORY STOCK**

SOLICITATION NUMBER 038-17



**MANDATORY PRE-RESPONSE MEETING
PRE-RESPONSE DATE: FEBRUARY 6, 2017
PRE-RESPONSE TIME: 10:30 AM
LOCATION: JEA COMMONWEALTH SERVICE CENTER
6674 COMMONWEALTH AVENUE,
MAIN CONFERENCE ROOM,
JACKSONVILLE, FL 32254**

**RESPONSES DUE NO LATER THAN 12:00 P.M. EST FEBRUARY 21, 2017
DIRECT DELIVERY OR MAIL TO JEA BID OFFICE, CUSTOMER CENTER 1ST
FLOOR, ROOM 002,
21 W. CHURCH STREET, JACKSONVILLE, FL 32202**

**JEA WILL PUBLICLY OPEN ALL RESPONSES RECEIVED FROM QUALIFIED
RESPONDENTS ON
FEBRUARY 21, 2017, AT 2:00 PM
IN THE
JEA BID OFFICE, CUSTOMER CENTER 1ST FLOOR, ROOM 002
21 W. CHURCH STREET, JACKSONVILLE, FL 32202**

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INVITATION TO NEGOTIATE

SCOPE AND INVITATION

SCOPE OF WORK

The purpose of this Invitation to Negotiate (ITN) is to evaluate and select a vendor that can supply residential water meters.

JEA intends to Award up to two (2) - one (1) year Contracts with two (2), one (1) year optional renewals which shall be exercised at JEA's option. All requirements (approved manufacturers, materials and ratings) are provided in Appendix A – Bid Workbook attached hereto.

JEA would like for each respondent to provide detailed information on your Bulk Purchase Discount Program, if available.

The vendor Awarded this Contract will be required to comply with the reporting requirements stated herein. The reports are expected to be provided in an Excel format and emailed to the JEA Representative. The reports will be utilized to determine compliance with delivery and lead times. Failure to comply with the delivery and lead times could result in JEA terminating the Contract for default. An example of the report is provided in Appendix B of this ITN.

The required reports are as follows:

- All Orders Status – This report must be provided weekly and include the Purchase Order (PO) and Blanket Release number, item ID, order quantity, date order received, expected delivery date, actual delivery date, name of JEA employee who signed for delivery, and any additional comments regarding the orders.

QUESTIONS

All questions must be submitted in writing to the JEA Buyer listed below at least five (5) business days prior to the opening date. Questions received within five (5) business days prior to the opening date will not be answered.

For Procurement Related Questions:

Buyer: Renee' McQuaig
E-mail: MCQULR@JEA.COM

OPENING OF RESPONSES

All Responses shall be publicly opened, read aloud and recorded at 2:00 PM on February 21, 2017, at the JEA Bid Office, 21 W. Church Street, Customer Center 1st Floor, Room 002, Jacksonville, FL 32202.

At the opening of Responses, a JEA Representative will publicly open and announce each Response that was received on time. Responses that have been properly withdrawn will not be opened. JEA has the right to waive any irregularities or informalities in the Responses.

INVITATION TO NEGOTIATE (ITN)

You are invited to submit a Response to the ITN noted below:

JEA ITN Title: RESIDENTIAL WATER METERS FOR JEA INVENTORY STOCK

JEA ITN Number: 038-17

To obtain more information about this ITN:

Download a copy of the ITN, PDF quality drawings (if applicable) and any required forms at jea.com.

Response Due Time: 12:00 P.M. - ALL LATE RESPONSES WILL BE RETURNED UNOPENED

Response Due Date: February 21, 2017

All Responses must reference the JEA ITN title and number noted above. All Responses must be made on the appropriate forms as specified within this ITN, and placed in an envelope marked to identify this ITN and delivered or mailed to:

JEA Bid Office, Customer Center 1st Floor, Room 002, Jacksonville, FL 32202

The Respondent shall be solely responsible for delivery of its Response to the JEA Bid Office. **Please note, JEA employs a third party courier service to deliver its mail from the local U.S. Postal Service (USPS) which could cause a delay of Response delivery if mailed through the USPS.** Therefore, JEA recommends hand delivery directly to the JEA Bid Office. Reliance upon the USPS, the courier service employed by JEA, or public/private carriers is at the Respondent's risk.

Responses are due by the time and on the date listed above. ALL LATE RESPONSES FOR WHATEVER REASON WILL BE RETURNED UNOPENED.

MANDATORY PRE-RESPONSE MEETING

There will be a mandatory Pre-Response meeting. All interested Responders must attend the Pre-Response meeting. Each Respondent will be required to sign in at the beginning of the meeting. A Respondent shall only sign in representing one company, unless otherwise specified by JEA. Responders not attending the Pre-Response meeting shall have their bids rejected returned unopened.

Respondent shall be on time to the Pre-Response meeting and Responders must be present at the starting time of the meeting. Responders not arriving on time for the meeting will have their Responses rejected and returned unopened.

PLEASE BE AWARE DUE TO JEA SECURITY PROCEDURES IT MAY TAKE UP TO FIFTEEN (15) MINUTES TO OBTAIN ACCESS TO A JEA FACILITY. PLEASE PLAN ACCORDINGLY SO AS TO ARRIVE TO THE PRE-PROPOSAL MEETING ON TIME.

Pre-Response Meeting Time: 10:30 AM

Pre-Response Meeting Date: February 21, 2017

Pre-Response Location: JEA Commonwealth Service Center, 6674 Commonwealth Avenue, Main Conference Room, Jacksonville, FL 32254

SPECIAL INSTRUCTIONS

MINIMUM QUALIFICATIONS FOR SUBMISSION OF A RESPONSE

Respondent shall have the following Minimum Qualifications to be considered eligible to submit a Response to this ITN. A Respondent not meeting all of the following criteria stated below will have their Responses rejected:

- The Respondent must be an approved manufacturer of the items listed in the Appendix A – Response Workbook.

Please note, any Respondent whose contract with JEA was terminated for default within the last two (2) years shall have their Response rejected.

EVALUATION METHODOLOGY

1.2.2.1. EVALUATION AND NEGOTIATION PROCESS (ITN)

JEA will make an Award of a Contract to the Respondents that are able to demonstrate that they can successfully meet the requirements of this ITN, and can provide the best value to JEA.

JEA intends to select two (2) to four (4) Respondents (the "Short-list") with which to commence negotiations. A selection committee (hereinafter referred to as the "Selection Committee"), will be appointed by the Chief Procurement Officer (the "CPO"), or his designee, to review and evaluate each Response submitted. The CPO's office will distribute a copy of each Response to each member of the Selection Committee, and the members of the Selection Committee will

separately and independently evaluate and rank the Responses using the "Selection Criteria" as stated below in this ITN. JEA will use this ranking to develop the Short-list of companies in which to proceed with contract negotiations.

Prior to developing the Short-list, JEA may request that the Respondents provide additional information to clarify their Response. JEA will NOT allow Respondents to submit additional reference projects or change said reference projects that were initially submitted for the purposes of meeting the Minimum Qualifications stated in this ITN. However, JEA may request clarification of submitted documentation so that JEA may make an accurate assessment in developing the Short-list. JEA must be satisfied that the successful Respondent has the necessary technical expertise, experience, and resource capabilities to satisfactorily perform the Work described in this ITN.

JEA reserves the right to Award a Contract based on the Selection Committee's initial evaluation of the Responses if JEA deems the Responses demonstrate adequate competition, compliance, and responsiveness to this ITN. If JEA determines the previously stated criteria have not been met, JEA will finalize the Short-list and proceed with contract negotiations.

Respondents are cautioned to present the best possible pricing offer in their initial Responses. Failing to do so may result in a Respondent not making the Short-list, and will not be allowed to proceed with contract negotiations. Additionally, the prices submitted with the initial Response cannot be increased during the ITN process.

Once a Short-list is developed, the CPO, or his designee, will appoint a negotiating team (the "Negotiating Team"). The Negotiation Team may be comprised of the same individuals as were members of the Selection Committee. JEA reserves the right to negotiate concurrently or separately with the Short-list Respondents. JEA reserves the right to seek clarifications, to request Response revisions, and to request any additional information deemed necessary for proper evaluation of the Responses. JEA reserves the right to incorporate value added services or industry standard innovations recommended by a Respondent into the Contract's scope of work.

A Respondent that is included on the Short-list may be required, at the sole option of JEA, to make an oral presentation, provide additional written clarifications to its Response, or JEA may require site visits to Respondent's facilities. Oral presentations hand-outs and written clarifications will be attached to the Respondent's Response and will become a part of the Response as if originally submitted. The CPO or his designee will initiate and schedule a time and location for any presentations which may be required.

As a part of the negotiation process, JEA may contact the references provided by the Respondent for the purpose of independently verifying the information provided in the Response, and to assess the extent of success of the projects associated with those references. JEA also reserves the right to contact references not provided by Respondents. Respondents may be requested to provide additional references. The results of the reference checking may influence the final negotiation, ranking, and Award recommendation.

After written clarifications, oral presentations, site visits, and any other negotiations deemed by

JEA to be in its best interest, the Short-list Respondents will be given a deadline to submit their best and final offer (the "Best and Final Offer" or "BAFO"). The negotiation process will stop upon submission of the BAFO. Respondents will not be allowed to make further adjustments to their BAFO or communicate further with JEA, except to respond to requests for clarification from the Negotiating Team.

The JEA Negotiating Team will adjust and calculate the final rankings of the Short-list based on the BAFO submissions. JEA does not anticipate reopening negotiations after receiving the BAFOs, but reserves the right to do so if it believes doing so will be in the best interests of JEA. In the event that JEA reopens negotiations, any final rankings will be revised accordingly.

Negotiations will not be open to the public, but will be recorded. All recordings of negotiations and any records, documents, and other materials presented at negotiation sessions are public records and can be released pursuant to a public records request after a notice of intended decision for this ITN is posted, or thirty (30) days after the opening of the Responses, whichever occurs earlier.

The Award recommendation of the Negotiating Team will be based upon the scoring of the BAFOs and the Selection Criteria described below in this ITN. The Respondent with the highest score will be submitted to the CPO for approval. Once approved, the CPO will then present an Award to the JEA Awards Committee for final approval.

In its sole discretion, JEA reserves the right to withdraw this ITN either before or after receiving Responses, to reject any and all Responses either in whole or in part, with or without cause, or to waive any ITN requirement informalities, minor irregularities, and deficiencies in any Response, and to determine such action is in the best interest of JEA. Issuance of this ITN in no way constitutes a commitment by JEA to make an Award or enter into a Contract.

All Responses submitted to JEA are subject to the JEA's terms and conditions contained in this ITN and JEA's Procurement Code. Any and all additional terms and conditions submitted by Respondents are rejected and shall have no force.

ITN Schedule of Events

Action	Date
Issue ITN	January 30, 2017
Pre-Response meeting	February 6, 2017
Response Due Date	February 21, 2017
Review Minimum Qualifications – Disqualify companies that do not meet minimum qualifications	2 business days
Evaluate all Responses- develop Short-list.	4 business days (to run parallel to the minimum qualifications reference check)
Announce - Short-list	3 business days
Negotiation phase	5 business days
Issue to Short-list a list of observations and concerns to	1 business day

Action	Date
address in the Best and Final Offer	
Short-listed Respondents prepare and submit Best and Final Offer	5 business days
Receive Best and Final Offers	1 business day
Evaluate and determine final ranking	3 business days

**** Note the timeframes and dates listed above are subject to change ****

SELECTION CRITERIA

The following criteria will be used by JEA to evaluate and rank the qualified Responses to determine which Respondents are selected for the Short-list and to participate in the negotiation phase of the ITN process. Details on how each selection criterion is calculated can be found in the Inventory Evaluation Matrix.

1.2.3.1 QUOTATION OF RATES (100 POINTS)

Respondent shall provide pricing for the initial Term of the Contract by completing the enclosed Response Workbook.

Respondents will be ranked based on their total price. Please note, all pricing shall include shipping cost.

Respondents are required to return their completed Response Workbook in a Microsoft Excel format.

Note: The overall bid price submitted in the Response Workbook cannot be increased during the ITN process.

NUMBER OF CONTRACTS TO BE AWARDED

JEA intends to Award up to TWO (2) Contracts for the Work. It is anticipated that the lowest Respondent will receive approximately eighty percent (80%) of the work and the next lowest Respondent will receive approximately twenty percent (20%) based upon the price variance between the Respondents.

REQUIRED FORMS TO SUBMIT WITH RESPONSE

The forms listed below must be completed and submitted to JEA at the times indicated below. The Respondent can obtain the forms, other than the Response Form, the Response Workbook, by downloading them from JEA.com.

1. The following forms are required to be submitted at the Response Due Date and Time:

- Response Form (including acknowledgements of all addenda) - This form can be found in Appendix A
- Response Workbook - This form can be found in Appendix A (Include Excel format on the electronic submittal)
- List of Subcontractors/Shop Fabricators (if any)

If the above listed forms are not submitted with the Response by the Response Due Time on the Response Due Date, JEA may reject the Response.

- 2. The following documents are to be submitted prior to execution of Contract. A Response will not be rejected if these forms are not submitted at the Response Due Time and Date. However, failure to submit these documents at the time of Contract execution could result in Response rejection.**

- Conflict of Interest Certificate Form
- Insurance Certificate
- W-9
- Evidence of active registration with the State of Florida Division of Corporations (www.sunbiz.org)
- Any additional technical submittals as required by the Technical Specifications.
- Manufacturer warranty information

1.4 GENERAL INSTRUCTIONS

1.4.1 SUBMITTING THE RESPONSE

The Respondent shall submit one (1) original hard copy of the Response, two (2) duplicate hard copies of the Response, and one (1) electronic copy of the Response submitted on a CD or a thumb drive. The Response Workbook must be saved in an Excel format.

JEA will not accept Responses via email.

1.4.2 ALTERNATE PROVISIONS AND CONDITIONS

Responses that contain provisions that are contrary to requirements found in this ITN, including, but not limited to, the Contract terms contained in Section 2 of this ITN, and any requirements found in the Technical Specifications attached as Appendix A to this ITN, are not permitted. If a Respondent has any questions or requests for changes to the requirements or terms and conditions of this ITN, such questions and requests shall be in writing and received by JEA at least five (5) business days prior before to the date set by JEA for the Opening of the Responses.

Including alternate provisions and conditions in a Response may result in the Response being deemed non-responsive to the ITN and disqualification of the Response will be disqualified (even if the highest evaluated). However, as this is an ITN, JEA reserves the right to negotiate the best terms and conditions if **determined** to be in the best interests of JEA.

In submitting a Response, a Respondent agrees to be bound by the Contract terms contained in Section 2 of this ITN. Respondents should assume that those terms will apply to the Contract, but JEA reserves the right to negotiate different terms and related price adjustments if JEA determines that it provides the Best Value to JEA.

1.1.1. ADDENDA

JEA may issue Addenda prior to the Response opening date to revise, in whole or in part, or clarify the intent or requirements of the ITN. The Respondent shall be responsible for ensuring it

has received all Addenda prior to submitting its Response and shall acknowledge receipt of all Addenda by indicating where requested on the Response Form. JEA will post all Addenda when issued online at jea.com. The Respondent must obtain Addenda from the JEA website. All Addenda will become part of the ITN and any resulting Contract Documents. It is the responsibility of each Respondent to ensure it has received and incorporated all Addenda into its Response. Failure to acknowledge receipt of Addenda may be grounds for rejection of a Response.

1.4.3 CONTRACT EXECUTION AND START OF WORK

Within thirty (30) days from the date of Award, JEA will present the successful Respondent with the Contract Documents. Unless expressly waived by JEA, the successful Respondent shall execute a Contract for the Work or Services within ten (10) days after receiving the Contract from JEA. If the Respondent fails to execute the Contract or associated documents as required, or if it fails to act on a JEA-issued Purchase Order (PO), JEA may cancel the Award with no further liability to the Respondent, retain the bid security or bond (if applicable), and Award to the next-ranked company.

Upon JEA's receipt of the executed Contract, certificate of insurance, and recorded Payment and Performance bonds (if applicable), JEA will issue a Blanket Purchase Agreement, in writing and signed by an authorized JEA representative as acceptance of the Response and authorization for the company to proceed with the Work, unless otherwise stated in the Contract or Blanket Purchase Agreement.

1.4.4 DEFINED TERMS

Words and terms defined in the Section entitled "Definitions" of this document are hereby incorporated by reference into the entire document.

1.4.5 EX PARTE COMMUNICATION

Ex Parte Communication is strictly prohibited. Ex Parte Communication is defined as any inappropriate communication concerning an ITN between a firm submitting a Response and a JEA representative during the time in which the ITN is being advertised through the time of Award. Examples of inappropriate communications include: private communications concerning the details of an ITN in which a Respondent becomes privy to information not available to the other Respondents. Social contact between Respondents and JEA representatives should be kept to an absolute minimum during the ITN process.

Failure to adhere to this policy will disqualify the noncompliant company's Response. Any questions or clarifications concerning an ITN must be sent in writing via email to the JEA Buyer at least five (5) business days prior to the opening date. If determined by JEA, that a question should be answered or an issue clarified, JEA will issue an addendum to all Respondents.

For more information on Ex Parte communications, see JEA Procurement Code, Article 1-110, which is available at jea.com.

1.4.6 SUNSHINE LAW

General

Article I, Section 24, Florida Constitution, guarantees every person access to all public records and Chapter 119, Florida Statutes, provides a broad definition of public records. JEA is a body politic and corporate and subject to these laws and related statutes ("Florida's Public Records Laws"). All responses to this ITN are public record and available for public inspection unless specifically exempt by law.

Redacted Submissions

If a Respondent believe that any portion of the documents, data or records submitted in response to this ITN are exempt from Florida's Public Records Law, Respondent must (1) clearly segregate and mark the specific sections of the document, data or records as "Confidential," (2) cite the specific Florida Statute or other legal authority for the asserted exemption, and (3) provide JEA with a separate redacted copy of its response (the "Redacted Copy"). The cover of the Redacted Copy shall contain JEA's title and number for this ITN and Respondent's name, and shall be clearly labeled "Redacted Copy." Respondent should only redact those portions of records that Respondent claims are specifically exempt from the Florida Public Records Laws. If Respondent fails to submit a redacted copy of information it claims is confidential, JEA is authorized to produce all documents, data and other records submitted to JEA in answer to a public records request for such information.

In the event of a request for public records to which documents that are marked as confidential are responsive, JEA will provide the Redacted Copy to the requestor. If a requestor asserts a right to any redacted information, JEA will notify Respondent that such an assertion has been made. It is Respondent's responsibility to respond to the requestor to assert that the information in question is exempt from disclosure under applicable law. If JEA becomes subject to a demand for discovery or disclosure of Respondent's redacted information under legal process. JEA shall give Respondent prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law.) Respondent shall be responsible for defending its determination that the redacted portions of its response are not subject to disclosure.

By submitting a response to this ITN, Respondent agrees to protect, defend, and indemnify JEA from and against all claims, demands, actions, suits, damages, losses, settlements, costs and expenses (including but not limited to reasonable attorney fees and costs) arising from it relating to Respondent's determination that the redacted portions of its response to this Solicitation are not subject to disclosure.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Public Records Request Coordinator
21 West Church Street, T-8
Jacksonville, FL 32202
Ph: 904-665-8606**

publicrecords@jea.com

1.4.7 JEA PUBLICATIONS

Applicable JEA publications are available at jea.com.

1.4.8 PROHIBITION AGAINST CONTINGENT FEES

The Respondent warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Respondent, or an independent sales representative under contract with the Respondent, to solicit or secure a contract with JEA, and that it has not paid or agreed to pay any person, company, corporation, individual or Respondent, other than a bona fide employee working solely for the Respondent, or an independent sale representative under contract with the Respondent, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the Award or making of the Contract. For a breach or violation of these provisions occurs, JEA shall have the right to terminate the Contract without liability, and at its discretion, to deduct from the Contract Price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

1.4.9 RESERVATIONS OF RIGHTS TO JEA

This ITN provides companies with information to enable them to submit a written offer to perform the Work described herein. The ITN is not a contractual offer or commitment by JEA to purchase products or services.

Responses shall be good for a period of ninety (90) days following the opening of the Responses.

JEA reserves the right to reject any or all Responses, or any part thereof, and/or to waive informalities if such action is in its best interest. JEA may reject any Responses that it deems incomplete, obscure or irregular including, but not limited to, Responses that omit a price on any one or more items for which prices are required, Responses that omit Unit Prices if Unit Prices are required, Responses for which JEA determines that the Response is unbalanced, Responses that offer equal items when the option to do so has not been stated, Responses that fail to include a Bid Bond, where one is required, and Responses from companies who have previously failed to satisfactorily complete JEA contracts of any nature or who have been scored by JEA as "Unacceptable" and as a result, are temporarily barred from bidding additional work.

JEA reserves the right to cancel, postpone, modify, reissue and amend this ITN at its discretion.

JEA reserves the right to cancel or change the date and time **announced** for **opening** of Responses at any time prior to the time announced for the opening of Responses. JEA may Award the Contract in whole or in part. In such cases whenever JEA exercises any of these reservations, JEA will make a commercially reasonable effort to notify, in writing, all parties to whom ITNs were issued. JEA may award multiple or split Contracts if it is deemed to be in JEA's best interest.

1.4.10 MODIFICATION OR WITHDRAWAL OF RESPONSES

The Respondent may modify or withdraw its Response at any time prior to the Response Due Date and Time by giving written notice to JEA's Chief Procurement Officer. JEA will not accept

modifications submitted by telephone, telegraph, email, or facsimile, or those submitted after the Response Due Date and Time. The Respondent shall not modify or withdraw its Response from time of Response opening and for a period of ninety (90) days following the opening of Responses.

1.4.11 AVAILABILITY OF RESPONSES AFTER RESPONSE OPENING

In accordance with the Florida Public Records Law, Florida Statutes, Chapter 119, copies of all Responses are available for public inspection thirty (30) days after the opening of Responses or on the date of Award announcement, whichever is earlier. Respondents may review opened Responses once they are available for public inspection by contacting the designated Buyer or JEA's Public Records custodian whose contact information can be found at jea.com. JEA will post a summary of the Response results immediately after the Response opening.

1.4.12 PROTEST OF AWARD PROCESS

Respondents shall file any protests regarding this ITN in writing, in accordance with the JEA Procurement Code, as amended from time to time. The JEA Procurement Code is available online at jea.com.

1.4.13 CERTIFICATION AND REPRESENTATIONS OF THE RESPONDENT

By signing and submitting a Response, the Respondent certifies and represents as follows:

- A. That it has carefully examined all available records and conditions, including sites if applicable, and the requirements and specifications of this ITN prior to submitting its Response. Where the Respondent visits sites, no Work or other disturbance is to be performed while at the site without written permission by JEA in advance of the site visit. The Respondent shall comply with all safety requirements described in the ITN and shall be prepared to show proof of insurance
- B. That every aspect of its submitted Response, including the Quotation of Rates and the detailed schedule for the execution of the Work, are based on its own knowledge and judgment of the conditions and hazards involved, and not upon any representation of JEA. JEA assumes no responsibility for any understanding or representation made by any of its representatives during or prior to execution of the Contract unless such understandings or representations are expressly stated in the Contract and the Contract expressly provides that JEA assumes the responsibility.
- C. That the individual signing the Response Form is a duly authorized agent or officer of the firm. Responses submitted by a corporation must be executed in the corporate name by the President or Vice President. If an individual other than the President or Vice President signs the Response, satisfactory evidence of authority to sign may be requested by JEA. If the Response is submitted by a partnership, the Response must be signed by a partner whose title must appear under the signature. If an individual other than a partner signs the Response, satisfactory evidence of authority to sign may be requested by JEA.

The corporation or partnership must be in active status at the Florida Division of Corporations at the time of contract execution.

- D. That the firm maintains an active status any and all licenses, permits, certifications, insurance, bonds and other credentials including not limited to contractor's license and occupational licenses necessary to perform the Work. The Respondent also certifies that, upon the prospect of any change in the status of applicable licenses, permits, certifications, insurances, bonds or other credentials, the Respondent shall immediately notify JEA of status change.
- E. That Respondent has read, understands these instructions and will comply with the Section titled Ethics.

After Award of the Contract, JEA will make payments upon the actual quantities of Work provided and JEA shall not be obligated, in any way, to pay any amounts for quantities other than those actually provided and authorized under this Contract, regardless of amount stated in the ITN. In the event that quantities or scope of work change after Award, the changes to price and/or scope shall be made in accordance with the terms and conditions stated in the Contract Document.

Any item not shown on this ITN , but shown in the drawings or Technical Specifications section, that is required to perform the Work, or that is required as part of a complete and operable system, shall be included in the Respondent's quotation of rates.

1.4.14 ETHICS (IFB)

By signing the Response, the Respondent certifies its Response is made without any previous understanding, agreement or connection with any other person, firm, or corporation submitting a Response for the same Work other than as a Subcontractor or supplier, and that this Response is made without outside control, collusion, fraud, or other illegal or unethical actions. The Respondent shall comply with all JEA and City of Jacksonville ordinances, policies and procedures regarding business ethics.

The Respondent shall submit only one (1) Response in response to this ITN. If JEA has reasonable cause to believe the Respondent has submitted more than one (1) Response for the same Work, other than as a Subcontractor or subsupplier, JEA shall disqualify the Response and may pursue debarment actions.

The Respondent shall disclose the name(s) of any public officials who have any financial position, directly or indirectly, with this ITN by completing and submitting the Conflict of Interest Certificate Form available at jea.com. Failure to fully complete and submit the Conflict of Interest Certificate will disqualify the Response. If JEA has reason to believe that collusion exists among the Respondents, JEA shall reject any and all Responses from the suspected Respondents and will proceed to debar Respondent from future JEA Awards in accordance with the JEA Procurement Code.

JEA is prohibited by its Charter from awarding contracts to JEA officers or employees, or in which a JEA officer or employee has a financial interest. JEA shall reject any and all Responses from JEA officers or employees, as well as, any and all Responses in which a JEA officer or employee has a financial interest.

In accordance with Florida Statutes Sec. 287.133, JEA shall reject Responses from any persons or affiliates convicted of a public entity crime as listed on the Convicted Vendor list maintained by the Florida Department of Management Services. JEA shall not make an Award to any officer, director, executive, partner, shareholder, employee, member, or agent active in management of the Respondent listed on the Convicted Vendor list for any transaction exceeding \$35,000.00 for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor list.

If the Respondent violates any requirement of this clause, the Response may be rejected and JEA may debar offending companies and persons.

2. CONTRACT TERMS AND CONDITIONS

2.1 CONTRACT DOCUMENT AND TERMS AND CONDITIONS

Provided below are the Contract terms and conditions that will be incorporated by reference in the Contract Document executed by the Company and JEA. The Contract Document will incorporate by reference the terms contained in the Solicitation portion of this document provided in Section 1, the Contract terms provided in Section 2; and the Technical Specifications provided in Section 3. An example of the Contract that the Company will be required to execute is available for review at jea.com.

2.2 DEFINITIONS

2.2.1 DEFINITIONS

Words and terms defined in this section shall have the same meaning throughout all parts of the Contract Documents. Where intended to convey the meaning consistent with that set forth in its definition, a defined word or term is marked by initial capitalization. The "Technical Specifications" part may define additional words and terms where necessary to clarify the Work. Unless otherwise stated in the Contract Documents, definitions set forth in the "Technical Specifications" shall apply only within the "Technical Specifications."

2.2.2 ACCEPTANCE

The written notice by the JEA Representative to the Company that all Work as specified in a specific order or Blanket Release has been completed to JEA's satisfaction. Approval or recognition of the Company meeting a Milestone or interim step of an order or release does not constitute Acceptance of that portion of Work. Acceptance is only applicable to the entirety of Work as specified in the order or Blanket Release. Acceptance does not in any way limit JEA's rights under the Contract or applicable laws, rules and regulations.

2.2.3 ADDENDUM/ADDENDA

A written change or changes to the ITN which is issued by JEA Procurement Services and is incorporated into the ITN as a modification, revision and/or further clarification of the intent of the ITN.

2.2.4 ANNIVERSARY DATE

The twelve (12) month period beginning on the effective date of the Contract, and each subsequent twelve (12) month period that the Contract is in effect.

2.2.5 AWARD

The written approval of the JEA Awards Committee that the procurement process for the purchase of the Work was in accordance with the JEA Procurement Code and Florida Statutes. Once an Award is approved, JEA will either issue a Purchase Order or execute a Contract with the successful Respondent.

2.2.6 BLANKET PURCHASE AGREEMENT

A Blanket Purchase Agreement (the "BPA") is a Purchase Order issued by JEA to a Company which contains multiple delivery dates over a period of time. It is normally used when there is a recurring need for expendable goods. Once an order (herein referred to as a "Blanket Release") against a BPA is issued by JEA and accepted by the Company, an enforceable contract is created. The term Purchase Order shall be synonymous with Blanket Purchase Agreement.

2.2.7 BLANKET RELEASE

A JEA order against an existing Blanket Purchase Agreement.

2.2.8 CHANGE ORDER

A written order issued after execution of the Contract to the Company signed by the Contract Administrator, or his designated representative, authorizing an addition, deletion, or revision of the Work, or an adjustment in the Contract Price or the Contract Term. Change Orders do not authorize expenditures greater than the monies encumbered by JEA, which is shown on the associated Purchase Order(s). An executed Change Order resolves all issues related to price and time for the Work included in the Change Order. A Change Order that involves material changes to the Contract may result in a Contract Amendment.

2.2.9 COMPANY

The legal person, firm, corporation or any other entity or business relationship with whom JEA has executed the Contract. Where the word "Company" is used it shall also include permitted assigns. Prime Contractor, Contractor, Vendor, Supplier and Company shall be considered synonymous for the purpose of the Contract.

2.2.10 COMPANY REPRESENTATIVE

The individual responsible for representing the Company in all activities concerning the fulfillment and administration of the Contract.

2.2.11 COMPANY SUPERVISOR

The individual, employed or contracted by the Company, to manage the Work on a day-to-day basis and ensure the Work is performed according to the Contract. The Company Supervisor may be authorized by the Company Representative to act on Contract matters. Such authorization shall be in writing and delivered to the Contract Administrator and shall clearly state the limitations of any such authorization. In the event that the Company Supervisor and the Company Representative is the same person, the Company shall notify the Contract Administrator of such situation.

2.2.12 CONTRACT

An agreement between JEA and a Company, signed by both parties. The Contract shall not be altered without an executed Contract Amendment or JEA issued Change Order.

2.2.13 CONTRACT ADMINISTRATOR

The individual assigned by JEA to have authority over the Contract, including the authority to negotiate all elements of the Contract with the Company, authorize Change Orders within the maximum amount awarded, terminate the Contract, seek remedies for nonperformance including termination, and otherwise act on behalf of JEA in all matters regarding the Contract. The Contract Administrator may authorize JEA Representative in writing to make minor changes to the Work with the intent of preventing Work disruption.

2.2.14 CONTRACT DOCUMENTS

Contract Documents, also referred to as the "Contract" or "Agreement" means the executed Contract Document and any written Change Orders, amendments, Blanket Purchase Agreements, or Purchase Orders executed by JEA, and insurance and/or bonds as required by the Contract.

2.2.15 CONTRACT PRICE

The total amount payable to the Company under this Contract.

2.2.16 DEFECT

Work that fails to meet the requirements of any required test, inspection or approval, and any Work that meets the requirements of any test or approval, but nevertheless does not meet the requirements of the Contract Documents.

2.2.17 DELIVERY

The time at which JEA receives the Work at the designated facility.

2.2.18 HOLIDAYS

The following days: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, and Christmas Day.

2.2.19 INVITATION TO NEGOTIATE

An Invitation to Negotiate is a written or electronically posted solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement

of commodities or contractual services. The term "Solicitation" shall be synonymous with the term Intent to Negotiate.

2.2.20 INVOICE

A document seeking payment to Company from JEA for all or a portion of the Work, in accordance with the Contract Documents, and including at a minimum the following items: the Company name and address, a description of the product(s) or service(s) rendered, a valid JEA Blanket Release or PO number, the amount payable, the payee name and address, any associated JSEB forms and any other supporting documentation required by the Contract Documents.

2.2.21 JEA

JEA on its own behalf, and when the Work involves St. Johns River Power Park (SJRPP), as agent for Florida Power and Light Company (FPL). JEA and FPL are co-owners of SJRPP.

2.2.22 JEA REPRESENTATIVES

The Contract Administrator, Contract Inspector, Contract Administrator's Representative, JEA Engineer, Field Engineer, Project Manager, and other persons designated by the Contract Administrator as JEA Representatives acting in a capacity related to the Work or Contract under the authority of the Contract Administrator.

2.2.23 RESPONSE

The document describing a Respondent's qualifications to verify it complies with the requirements of this ITN.

2.2.24 RESPONDENT

A company that submits a Response to this ITN. to this ITN.

2.2.25 PURCHASE ORDER (PO)

A Work authorization document issued by the JEA Procurement Department with the words "Purchase Order" clearly marked across the top, a PO number used for reference shown on the front of the document, a description of the Work or a listing of the applicable Contract Documents, an authorized JEA signature and states the dollar amount of the lawfully appropriated funds. The Purchase Order is the only document that authorizes changes to the total dollar amount of the Contract. The term Blanket Purchase agreement shall be synonymous with Purchase Order.

2.2.26 QUALITY ASSURANCE

Actions that JEA takes to assess the Company's performance under the Contract.

2.2.27 QUALITY CONTROL

Actions that the Company takes to ensure it successfully completes the Work in full accordance with the Contract Documents.

2.2.28 SOLICITATION

Refer to the definition of Intent to Negotiate.

2.2.29 SUBCONTRACTOR

A provider of services performing Work under contract with the Company.

2.2.30 TERM

The period of time during which the Contract is in force or until the Contract's Maximum Indebtedness is reached, whichever occurs first.

2.2.31 UNIT PRICES

The Respondents charges, rounded to the nearest cent, to JEA for the performance of each respective unit of Work or Services as defined on this ITN.

2.2.32 WORK OR SCOPE OF SERVICES

Work includes as defined in the Contract Documents all actions, products, documentation, electronic programs, reports, testing, transport, administration, management, services, materials, tools, equipment, and responsibilities to be furnished or performed by the Company under the Contract, together with all other additional necessities that are not specifically recited in the Contract, but can be reasonably inferred as necessary to complete all obligations and fully satisfy the intent of the Contract.

2.3 CONTRACT DOCUMENTS

2.3.1 ORDER OF PRECEDENCE

The Contract shall consist of JEA's Contract and/or Blanket Purchase Agreement or Purchase Order together with this ITN including, but not limited to, the executed Responses Form(s), which shall be collectively referred to as the Contract Documents. This Contract is the complete agreement between the parties. Parol or extrinsic evidence will not be used to vary or contradict the express terms of this Contract. The Contract Documents are complementary; what is called for by one is binding as if called for by all. The Company shall inform JEA in writing of any conflict, error or discrepancy in the Contract Documents upon discovery. Should the Company proceed with the Work prior to written resolution of the error or conflict by JEA, all Work performed is at the sole risk of the Company. JEA will generally consider this precedence of the Contract Documents in resolving any conflict, error, or discrepancy:

- Executed Change Orders / Amendments
- Executed Contract Document
- Purchase Order/Blanket Purchase Agreement
- Addenda to JEA ITN
- Drawings associated with JEA ITN
- Exhibits and Attachments to JEA ITN
- Technical Specifications associated to JEA ITN
- JEA ITN
- Responses
- References

The figure dimensions on drawings shall govern over scale dimensions. Contract and detailed drawings shall govern over general drawings. The Company shall perform any Work that may

reasonably be inferred from the Contract as being required whether or not it is specifically called for. Work, materials or equipment described in words that, so applied, have a well-known technical or trade meaning shall be taken as referring to such recognized standards.

2.4 PRICE AND PAYMENTS

2.4.1 PAYMENTS

2.4.1.1 PAYMENT METHOD - UPON DELIVERY AND INVOICE

Company shall invoice JEA upon Delivery of the Work. Invoices may be submitted for each delivery, or on a monthly basis for deliveries that occurred during the month.

2.4.2 COST SAVINGS PLAN

During the term of this Contract, JEA and Company are encouraged to identify ways to reduce the total cost to JEA related to the Work provided by the Company. JEA and Company may negotiate Amendments to this Contract that support and allow such reductions in total costs including, but not limited to, the sharing of savings resulting from implementation of cost-reducing initiatives between JEA and Company. The decision to accept any cost savings plan shall be in the sole discretion of JEA, and JEA shall not be liable to Company for any cost that may be alleged to be related to a refusal to accept a Cost Savings Plan.

2.4.3 DISCOUNT PRICING

JEA offers any or all of the following option payment terms, one of which may be executed at the request of the Company by selecting the discount option on the Response Form:

- 1% 20, net 30
- 2% 10, net 30

Company may request alternate payment terms for JEA's consideration, however, alternate payment terms are not effective until acceptance by JEA in writing. Please note, all payment dates are calculated from the date of the Invoice receipt by JEA's Accounts Payable.

2.4.4 OFFSETS

In case the Company is in violation of any requirement of the Contract, JEA may withhold payments that may be due the Company, and may offset existing balances with any JEA incurred costs against funds due the Company under this and any other Company Contract with JEA, as a result of the violation, or other damages as allowed by the Contract Documents and applicable law.

2.4.5 TAXES

JEA is authorized to self-accrue the Florida Sales and Use Tax and is exempt from Manufacturer's Federal Excise Tax when purchasing tangible personal property for its direct consumption.

2.4.6 PRICE ADJUSTMENT –ANNUAL

2.4.6.1 PRICE ADJUSTMENT –ANNUAL

Contract prices for the Work will remain firm through the first year of the Contract. JEA will adjust pricing annually based on the Consumer Price Index (CPI). Each annual price adjustment will be recognized thirty (30) days after the Anniversary Date.

Unless the Company and JEA make other agreements, the annual price adjustment for the Contract shall be in accordance with the Consumer Price Index for all urban consumers published monthly by the U.S. Department of Labor, Bureau of Labor Statistics. The index used will be the unadjusted percent change for the previous twelve (12) months.

In the event the applicable price index publication ceases, the Company and JEA shall mutually agree on a replacement index. If the Company and JEA fail to agree on a replacement index, the Contract shall terminate effective on the next Anniversary Date.

Price Increase/Decrease Formula= ((Latest BLS Index – Base BLS Index)/Base BLS Index) * Quoted Price.

2.5 WARRANTIES AND REPRESENTATIONS

2.5.1 PRODUCTION CAPACITY

During the Term of this Contract, the Company shall ensure that it maintains adequate production capacity and inventory to satisfy JEA's requirements. Additionally, the Company shall identify inventory items that are in high demand and take appropriate steps to minimize delivery lead time in the event of demand spikes or emergency requirements.

2.5.2 QUALITY CONTROL (GOODS)

All products provided to JEA hereunder shall be manufactured and supplied in accordance with the Company's formulations, raw materials, manufacturing processes, and quality control standards that are in effect at the date of this Contract. Company shall provide JEA with sixty (60) days prior written notice in the event of any change in said formulations, raw materials, manufacturing processes, or quality control standards. In the event JEA in its sole judgment deems any change to be material JEA at may: (a.) cause Company to requalify the product; or (b.) terminate this Contract.

2.5.3 WARRANTY (GOODS)

The Company warrants that the goods furnished by the Company shall be free from defects in material and fabrication for a period of not less than one (1) year from the date of Delivery at the designated JEA site.

THE FOREGOING EXPRESSED WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES. COMPANY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. JEA'S REMEDY FOR BREACH OF ANY WARRANTY MADE BY COMPANY IN CONNECTION WITH THE PURCHASE OF ANY GOODS HEREUNDER shall be the right to require Company at its sole expense to repair, or at JEA's option, to replace any defective goods. Company shall not be

responsible for labor associated with disassembly, installation or replacement of goods unless the Company performed the original disassembly, installation or replacement of those goods.

JEA'S REMEDY FOR THE BREACH OF ANY WARRANTY MADE BY COMPANY IN CONNECTION WITH THE PURCHASE OF ANY SERVICES HEREUNDER shall be to require the Company to correct such Defect at Company's sole expense.

In the event that JEA determines the repair or replacement of the defective goods or the correction of the defective services is an ineffective remedy, JEA's remedy is the right to recover the amount paid to Company for the defective goods or services. JEA must return the defective goods to Company, if so requested by Company. Written notice specifying the particular defect in the goods or services must be given promptly by JEA to the Company.

If the Work includes items covered under a manufacturer's or subcontractor's warranty that exceeds the requirements stated herein, Company shall transfer such warranty to JEA. Such warranties do not in any way limit the warranty provided by the Company to JEA.

2.6 INSURANCE, INDEMNITY AND RISK OF LOSS

2.6.1 INSURANCE

Before starting and until the expiration or termination of the Contract by JEA, and without further limiting its liability under the Contract, Company shall procure and maintain at its sole expense, insurance of the types and in the minimum amounts stated below:

Workers' Compensation

Florida Statutory coverage and Employer's Liability (including appropriate Federal Acts); Insurance Limits: Statutory Limits (Workers' Compensation) \$500,000 each accident (Employer's Liability).

Commercial General Liability

Premises-Operations, Products-Completed Operations, Contractual Liability, Independent Contractors, Broad Form Property Damage, Explosion, Collapse and Underground, Hazards (XCU Coverage) as appropriate; Insurance Limits: \$1,000,000 each occurrence, \$2,000,000 annual aggregate for bodily injury and property damage, combined single limit.

Automobile Liability

All autos-owned, hired, or non-owned; Insurance Limits: \$1,000,000 each occurrence, combined single limit.

Excess or Umbrella Liability

(This is additional coverage and limits above the following primary insurance: Employer's Liability, Commercial General Liability, and Automobile Liability); Insurance Limits: \$2,000,000 each occurrence and annual aggregate.

Company's Commercial General Liability and Excess or Umbrella Liability policies shall be effective for two (2) years after Work is complete. The Indemnification provision provided herein is separate and is not limited by the type of insurance or insurance amounts stated above.

Company shall specify JEA as an additional insured for all coverage except Workers' Compensation and Employer's Liability. Such insurance shall be primary to any and all other insurance or self-insurance maintained by JEA. Company shall include a Waiver of Subrogation on all required insurance in favor of JEA, its board members, officers, employees, agents, successors and assigns.

Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to JEA. Prior to commencing any Work under this Contract, certificates evidencing the maintenance of the insurance shall be furnished to JEA for approval. Company's and its subcontractors' Certificates of Insurance shall be mailed to JEA (Attn. Procurement Services), Customer Care Center, 6th Floor, 21 West Church Street, Jacksonville, FL 32202-3139.

The insurance certificates shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until thirty (30) days after receipt of written notice by JEA.

Any subcontractors of Company shall procure and maintain the insurance required of Company hereunder during the life of the subcontracts. Subcontractors' insurance may be either by separate coverage or by endorsement under insurance provided by Company. Note: Any JSEB firms identified by for this Solicitation are considered "Subcontractors" under the direct supervision of the Prime or General Contractor (herein referred to as "Company"). Companies should show good faith efforts in providing assistance to JSEB firms in the securing of the Subcontractors' insurance requirements stated herein. Company shall submit subcontractors' certificates of insurance to JEA prior to allowing Subcontractors to perform Work on JEA's job sites.

2.6.2 INDEMNIFICATION (JEA STANDARD)

For ten dollars (\$10.00) acknowledged to be included and paid for in the contract price and other good and valuable considerations, the Company shall hold harmless and indemnify JEA against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, reasonable attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to property, arising out of or incidental to the negligence, recklessness or intentional wrongful misconduct of the Company and any person or entity used by Company in the performance of this Contract or Work performed thereunder. For purposes of this Indemnification, the term "JEA" shall mean JEA as a body politic and corporate and shall include its governing board, officers, employees, agents, successors and assigns. This indemnification shall survive the term of a Contract entered into pursuant to this solicitation, for events that occurred during the Contract term. This indemnification shall be separate and apart from, and in addition to, any other indemnification provisions set forth elsewhere in this Contract.

2.6.3 TITLE AND RISK OF LOSS

Ownership, risks of damage to or loss of the Work shall pass to JEA upon Delivery to JEA's designated facility. The Company shall assume all risk of loss or damage to the Work while items are in transit and/or in the Company's custody until Delivery to JEA's designated facility.

For equipment and materials removed from JEA sites or the Work locations for repairs, service or duplication, JEA will retain the title to equipment and materials removed.

2.7 DELAYS

2.7.1 DELAY IN DELIVERY

JEA may delay delivery of goods in the event of any unforeseen event. The Company shall hold the goods pending JEA's direction, and JEA will be liable only for direct increased costs incurred by the Company by reason of JEA's instructions.

2.8 TERM AND TERMINATION

2.8.1 TERM

2.8.1.1 TERM OF CONTRACT-DEFINED DATES

The Contract shall commence on the effective date, and continue and remain in full force and effect as to all its terms, conditions and provisions as set forth herein for five (5) years, (the "Initial Term"), or until the Contract's Maximum Indebtedness is reached, whichever occurs first. It is at JEA's sole discretion to renew the Contract for an additional one (1), one (1) year renewal periods.

This Contract, after the initial year, shall be contingent upon the existence of lawfully appropriated funds for each subsequent year of the Contract.

2.8.2 TERMINATION FOR CONVENIENCE

JEA shall have the absolute right to terminate in whole or part the Contract, with or without cause, at any time after Award upon written notification of such termination.

In the event of termination for convenience, JEA will pay the Company for all disbursements and expenses that the Company has incurred, or those for which it becomes obligated prior to receiving JEA's notice of termination.

Upon receipt of such notice of termination, the Company shall stop the performance of the Work hereunder except as may be necessary to carry out such termination and take any other action toward termination of the Work that JEA may reasonably request, including all reasonable efforts to provide for a prompt and efficient transition as directed by JEA.

JEA will have no liability to the Company for any cause whatsoever arising out of, or in connection with, termination including, but not limited to, lost profits, lost opportunities, resulting change in business condition, except as expressly stated within these Contract Documents.

2.8.3 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 fails to comply with the Delivery and lead times specified in 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 misappropriated property belonging to JEA;
- 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 expense 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 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.

2.9 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTATION

2.9.1 PUBLIC RECORD LAWS

Access to Public Records

All documents, data and other records received by JEA in connection with the Contract are public records and available for public inspection unless specifically exempt by law. The Company shall allow public access to all documents, data and other records made or received by the Company in connection with the Contract unless the records are exempt from section 24(a) of Article I of the Florida Constitution or subsection 119.07(1), Florida Statutes. JEA may unilaterally terminate the Contract if the Company refuses to allow public access as required under the Contract.

Redacted Copies of Confidential Information

If the Company believes that any portion of any documents, data or other records submitted to JEA are exempt from disclosure under Chapter 119, Florida Statutes, the Florida Constitution and related laws ("Florida's Public Records Laws"), Company must (1) clearly segregate and mark the specific sections of the document, data or records as "Confidential," (2) cite the specific Florida Statute or other legal authority for the asserted exemption, and (3) provide JEA with a separate redacted copy of the documents, data or records (the "Redacted Copy"). The Redacted Copy shall contain JEA's Contract name and number, and shall be clearly titled "Redacted Copy". Respondent should only redact those portions of records that Respondent claims are specifically exempt from disclosure under Florida's Public Records Laws. If the Company fails to submit a redacted copy of documents, data or other records it claims is confidential, JEA is authorized to produce all documents, data and other records submitted to JEA in answer to a public records request for these records.

Request for Redacted Information

In the event of a public records or other disclosure request under Florida's Public Records Laws or other authority to which the Company's documents, data or records are responsive, JEA will provide the Redacted Copy to the requestor. If a requestor asserts a right to any redacted information, JEA will notify the Company that such an assertion has been made. It is the Company's responsibility to respond to the requestor to assert that the information in question is exempt from disclosure under applicable law. If JEA becomes subject to a demand for discovery

or disclosure of the redacted information under legal process, JEA shall give the Company prompt notice of the demand prior to releasing the redacted information (unless otherwise prohibited by applicable law). The Company shall be responsible for defending its determination that the redacted portions of the information are not subject to disclosure.

Indemnification for Redacted Information

The Company shall protect, defend and indemnify JEA from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorney's fees and costs) arising from or relating to the Company's assertion that all or any portion of its information is not subject to disclosure.

Public Records Clause for Service Contracts

If, under the Contract, the Company is providing services and is acting on behalf of JEA as contemplated by subsection 119.011(2), Florida Statutes, the Company shall:

- Keep and maintain public records that ordinarily and necessarily would be required by JEA in order to perform the service;
- Provide the public with access to public records on the same terms and conditions that JEA would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- Meet all requirements for retaining public records and transfer, at no cost, to JEA all public records in possession of the Company upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically shall be provided to JEA in a format that is compatible with the information technology systems of JEA.

2.9.2 PROPRIETARY INFORMATION

The Company shall not copy, reproduce, or disclose to third parties, except in connection with the Work, any information that JEA furnishes to the Company. The Company shall insert in any subcontract a restriction on the use of all information furnished by JEA. The Company shall not use this information on another project. All information furnished by JEA will be returned to JEA upon completion of the Work.

2.9.3 PUBLICITY AND ADVERTISING

The Company shall not take any photographs, make any announcements or release any information concerning the Contract or the Work to any member of the public, press or official body unless prior written consent is obtained from JEA. JEA is governed by the Florida Public Records Laws so all Contract Documents are available for public inspection. In addition, JEA is

governed by Florida Sunshine Laws and as such, certain meetings are required to be open to the public.

2.10 LABOR

2.10.1 NONDISCRIMINATION

The Company represents that it has adopted and will maintain a policy of nondiscrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employee relations, throughout the Term of this Contract. The Company agrees that on written request, it will allow JEA reasonable access to the Company's records of employment, employment advertisement, application forms and other pertinent data and records for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Contract; provided however, the Company shall not be required to produce, for inspection, records covering periods of time more than one (1) year from the effective date of this Contract.

The Company shall comply with the following executive orders, acts, and all rules and regulations implementing said orders or acts, which are by this reference incorporated herein as if set out in their entirety:

- The provisions of Presidential Order 11246, as amended, and the portions of Executive Orders 11701 and 11758 as applicable to Equal Employment Opportunity;
- The provisions of section 503 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act (ADA); and
- The provisions of the Employment and Training of Veterans Act, 38 U.S.C. 4212 (formerly 2012).

The Company agrees that if any of the Work of this Contract will be performed by a Subcontractor, then the provisions of this subsection shall be incorporated into and become a part of the subcontract.

2.10.2 LEGAL WORKFORCE

JEA shall consider the employment, by Company, of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of the Contract upon thirty (30) days' prior written notice of such cancellation, notwithstanding any other provisions to the contrary in the Specifications and other Contract Documents.

2.10.3 PROHIBITED FUTURE EMPLOYMENT

It shall be unlawful and a class C offense for any person, who was an officer or employee of JEA, after his or her employment has ceased, to be employed by or enter into any contract for personal services, with a person or company who contracted with, or had a contractual relationship with JEA, while the contract is active or being completed, or within two years of the cessation, completion, or termination of the person's or company's contractual relationship with JEA, where (1) the contract with JEA had a value that exceeded \$250,000, and (2) the officer or employee had a substantial and decision-making role in securing or negotiating the contract or

contractual relationship, or in the approval of financial submissions or draws in accordance with the terms of the contract; except that this prohibition shall not apply to an employee whose role is merely as a review signatory, or to contracts entered into prior to January 1, 2008, or to contracts that have been competitively procured. With respect to this subsection a contract is competitively procured if it has been obtained through a sealed low bid award. A "substantial and decision-making role" shall include duties and/or responsibilities that are collectively associated with: (i) approving solicitation or payment documents; (ii) evaluating formal bids and Responses; and (iii) approving and/or issuing award recommendations for JEA Awards Committee approval. The contract of any person or business entity that hires or contracts for services with any officer or employee prohibited from entering into said relationship shall be voidable at the pleasure of JEA. This prohibition shall not apply to any former officer or employee after two (2) years from cessation from JEA employment.

2.10.4 HIRING OF OTHER PARTY'S EMPLOYEES

Each party recognizes that the other party has incurred or will incur significant expenses in training its own employees and agrees that it will not pursue or hire, without the other party's consent, the other party's employees or the employees of its subsidiaries for a period of two (2) years from the termination date of this Contract.

2.11 COMPANY'S RESPONSIBILITIES AND PERFORMANCE OF THE CONTRACT

2.11.1 COMPANY REPRESENTATIVES

The Company shall provide JEA with the name and responsibilities of the Company Representative, in writing after Award of the Contract and before starting the Work under the Contract. Should the Company need to change the Company Representative, the Company shall promptly notify JEA in writing of the change.

2.11.2 COMPANY REVIEW OF PROJECT REQUIREMENTS

The Company shall review the Work requirements and specifications prior to commencing Work. The Company shall immediately notify the Contract Administrator in writing of any conflict with applicable law, or any error, inconsistency or omission it may discover. JEA will promptly review the alleged conflicts, errors, inconsistencies or omissions, and issue a Change Order or Purchase Order as appropriate if JEA is in agreement with the alleged conflict, and issue revised specifications. Any Work the Company performs prior to receipt of approved Change Order will be at the Company's sole risk.

2.11.3 FORCE MAJEURE

No party shall be liable for any default or delay in the performance of its obligations under this Contract due to an act of God or other event to the extent that: (a) the non-performing party is without fault in causing such default or delay; (b) such default or delay could not have been prevented by reasonable precautions; and (c) such default or delay could not have been reasonably circumvented by the non-performing party through the use of alternate sources, work-around plans or other means. Such causes include, but are not limited to: act of civil or military authority (including but not limited to courts or administrative agencies); acts of God; war; terrorist attacks; riot; insurrection; inability of JEA to secure approval, validation or sale of

bonds; inability of JEA or the Company to obtain any required permits, licenses or zoning; blockades; embargoes; sabotage; epidemics; fires; hurricanes, tornados, floods; or strikes.

In the event of any delay resulting from such causes, the time for performance of each of the parties hereunder (including the payment of monies if such event actually prevents payment) shall be extended for a period of time reasonably necessary to overcome the effect of such delay, except as provided for elsewhere in the Contract Documents.

In the event of any delay or nonperformance resulting from such causes, the party affected shall promptly notify the other in writing of the nature, cause, date of commencement and the anticipated impact of such delay or nonperformance. Such written notice, including Change Orders, shall indicate the extent, if any, to which it is anticipated that any delivery or completion dates will be thereby affected within seven (7) calendar days.

2.11.4 OVERSHIPMENTS

JEA will reject any items that are attempted to be delivered but that JEA did not order, including excess quantities. The Company shall pay the cost of handling, packaging and transporting such equipment for return.

2.11.5 RETURNED OR UNUSED MATERIALS

To the extent that items can be resold by the Company, the Company agrees to take back for full credit or monetary refund to JEA all excess items purchased pursuant to this Contract or items that may be added to this Contract in the future.

2.11.6 SAFETY AND PROTECTION PRECAUTIONS

The Company shall comply with all applicable federal, state and local laws, ordinances, all JEA procedures and policies including any orders of any public body having jurisdiction for the safety of persons or protection of property. The Company understands and agrees that a violation of any provision of this clause is grounds for a Termination for Default, with no requirement to provide Company with a notice to cure. Additionally, the Company shall be responsible for all JEA damages associated with such termination.

The Company understands and agrees that JEA Representatives may stop Work at any time that JEA, at its sole discretion, considers the Company's Work to be unsafe or a risk to property, and to direct the Company to, at a minimum, perform as directed in such a way as to render the Work environment safe. The Company understands and agrees that it is responsible for paying all costs associated with providing a safe work environment including, but not limited to, any costs associated with any JEA directed safety improvements. The Company further understands and agrees that it is solely responsible for the safety of personnel and property associated with the Work, and that any actions taken by JEA to prevent harm to persons or damage to equipment does not, in any way, relieve the Company of this responsibility.

The Company Representative, or alternatively, the Company Supervisor, shall be designated as the Company's individual responsible for the prevention of accidents.

2.11.7 SHIPPING - FOB DESTINATION

Items are purchased F.O.B. destination. The Company shall ensure the following:

- Pack and mark the shipment to comply with the Contract specifications; or in the absence of specifications in the Contract Documents, prepare the shipment in conformance with carrier requirements;
- Prepare and distribute commercial bills of lading;
- Deliver the shipment in good order and condition to the point of delivery specified in the Contract;
- Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by JEA Representative at the delivery point specified in the Contract;
- Be responsible for obtaining any permits required for transportation to the installation site;
- Furnish a delivery schedule and designate the mode of delivering carrier; and
- Pay and bear all charges to the specified point of delivery.

2.11.8 SHIPPING AND PACKING INSTRUCTIONS

Insofar as transportation conditions will allow, the Company shall ship items complete and ready for installation or storage as appropriate for the items being supplied.

As applicable, should the size of the items prevent shipment fully assembled, the Company will separate the items into components to allow safe and convenient transportation.

The Contract Administrator's receipt or taking Delivery of any items, in whole or in part, will not be deemed a waiver of any right, claim or remedy or Acceptance of JEA under the Contract or otherwise.

The Company shall pack, brace and load all items in such a manner as to prevent physical damage and damage from marine and climatic conditions. The Company shall identify any item that requires special precautions during shipping and storage by clearly marking necessary precautions on the outside of the shipping container and including specific instructions in a durable envelope attached to the container and suitably labeled.

The Company shall clearly and indelibly mark all packages, boxes, crates, bundles, and unpackaged components with the necessary shipping information. The Company shall apply the markings using a method suitable to the type of product and packaging involved. The Company's markings shall indicate: the destination address, the JEA Purchase Order (PO) number or JEA Blanket Purchase Agreement (BPA) number and the Company's name; the material code numbers and other identification as specified by the PO or BPA; the Company's shipment identification number, numbering of packages, boxes, crates, components, or assemblies of the shipment; and the mass and sizes of each major component or assembly (if the lifting points are critical, they shall be clearly marked and identified). Where JEA marks or serial numbers are included as tags on the items being shipped, the Company shall also print the JEA marks or serial

numbers on the shipping documents. A copy of the packing slip shall be mailed to the delivery address prior to shipping the items.

The Company shall enclose a detailed packing slip, listing each separate item, in a waterproof envelope, which shall be firmly attached to each shipping container. When conformance to an ISO Quality Program Standard is required, each packing slip shall include the following certification: "The equipment listed herein has been inspected by the Company and is in conformance with the Contract requirements and approved for shipment." Such certification shall be endorsed with the signature and the title of an authorized representative of the Company's Quality Control. For instruments, the Company shall also enclose a list showing JEA's mark numbers.

The Company shall be responsible for identifying opportunities and implementing practices to reduce or eliminate packaging and shall properly dispose of all packaging.

The Company shall seal all openings in equipment such as vessels, valves and pumps. Where necessary, the Company shall provide skids, hauling eyes, jacking plates, and sling hooks for unloading and field assembly. The Company shall notify JEA prior to shipping where pallets are required; JEA will provide pallets to the Company for shipping purposes. The Company will be liable for any pallets lost or damaged by the Company.

2.11.9 DELIVERY TIMES AND LOCATION

Delivery Times: 7:30 AM - 3:00 PM

Delivery Location: JEA Storeroom, 6674 Commonwealth Avenue, Jacksonville, FL 32254.

2.11.10 JEA CHANGES TO ORDER

JEA shall have the right to make changes to the Work at any time and the Company agrees to accept such changes. In the event such changes result in decreased or additional costs, JEA shall make an equitable adjustment in the Contract Price provided the Company itemizes for JEA any additional costs.

2.11.11 SAFETY DATA SHEETS (SDS)

Pursuant to Florida Statutes, Safety Data Sheets (SDS) must accompany shipments of any items containing toxic substances.

2.12 VENDOR PERFORMANCE EVALUATION

Use of Vendor Performance Evaluation Scorecards

JEA may evaluate the Company's performance using the evaluation criteria shown on the vendor scorecard available online at JEA.com.

Scores for all metrics shown on the evaluation range from a low of 1, meaning significantly deficient performance, to a high of 5, meaning exceptionally good performance. The Company's performance shall be classified as Top Performance, Acceptable Performance, or Unacceptable Performance, as defined herein. The evaluator will be a designated JEA employee.

The evaluator's supervisor and the Chief Purchasing Officer will review deficient performance letters and Unacceptable Performance scorecards, as described below, prior to issuance. When evaluating the Company's performance, JEA will consider the performance of the Company's Subcontractors and suppliers, as part of the Company's performance.

Frequency of Evaluations

JEA may conduct performance evaluations and prepare scorecards in accordance with the procedures described herein at any time during performance of the Work or soon after the completion of the Work. JEA may conduct one or more evaluations determined solely at the discretion of JEA.

Unacceptable Performance

- If at any time, JEA determines, using the criteria described on the scorecard, that the performance of the Company is Unacceptable, the Contract Administrator and Chief Procurement Officer or his designated alternate will notify the Company of such in a letter. The Company shall have ten (10) days to respond to the Contract Administrator. Such response shall include, and preferably be delivered in-person by an officer of the Company, the specific actions that the Company will take to bring the Company's performance up to at least Acceptable Performance.
- Within thirty (30) days from date of the first Unacceptable Performance letter, the Contract Administrator and Chief Purchasing Officer or his designated alternate will notify the Company by letter as to whether its performance, as determined solely by JEA, is meeting expectations, or is continuing to be Unacceptable. If the Company's performance is described in the letter as meeting expectations, no further remedial action is required by the Company, as long as Company's performance continues to be Acceptable.
- If the Company's performance as described in the letter continues to be Unacceptable, or is inconsistently Acceptable, then the Company shall have fifteen (15) days from date of second letter to demonstrate solely through its performance of the Work, that it has achieved Acceptable Performance. At the end of the fifteen (15) day period, JEA will prepare a scorecard documenting the Company's performance from the start of Work, or date of most recent scorecard, whichever is latest, and giving due consideration to improvements the Company has made in its performance, or has failed to make. If the scorecard shows Company's performance is Acceptable, then no further remedial action is required by Company as long as Company's performance remains Acceptable. If the scorecard shows the Company's performance is Unacceptable, JEA will take such actions as it deems appropriate including, but not limited to, terminating the Contract for breach, suspending the Company from bidding on any JEA related solicitations, and other remedies available in the JEA Purchasing Code and in law. Such action does not relieve the Company of its obligations under the Contract, nor does it preclude an earlier termination.

- In the event that the Contract Term or the remaining Term of the Contract does not allow for the completion of the deficient performance notification cycles described above for those in danger of receiving an Unacceptable Performance scorecard, JEA may choose to accelerate these cycles at its sole discretion.
- If the Company receives five (5) or more letters of deficiency within any twelve (12) month period, then JEA will prepare a scorecard describing the deficiencies and the Company's performance will be scored as Unacceptable.

Acceptable Performance

JEA expects the Company's performance to be at a minimum Acceptable.

Disputes

In the event that the Company wants to dispute the results of its scorecard performance evaluation, the Company must submit a letter to the Chief Procurement Officer supplying supplemental information that it believes JEA failed to take into account when preparing the scorecard. Such letter, along with supplemental information, must be submitted no later than ten (10) days following the Company's receipt of the scorecard. If the Chief Procurement Officer decides to change the scorecard, the Company will be notified and a revised scorecard will be prepared, with a copy issued to the Company. If the Chief Procurement Officer decides that no change is warranted, the decision of the Chief Procurement Officer is final. If the Company is to be suspended from consideration for future Award of any contracts, the Company may appeal to the Procurement Appeals Board as per JEA Procurement Code.

Public Records

There can be no expectation of confidentiality of performance-related data in that all performance-related data is subject to disclosure pursuant to Florida Public Records Laws. All scorecards are the property of JEA.

2.13 MISCELLANEOUS PROVISIONS

2.13.1 AMBIGUOUS CONTRACT PROVISIONS

The parties agree that this Contract has been the subject of meaningful analysis and/or discussions of the specifications, terms and conditions contained in this Contract. Therefore, doubtful or ambiguous provisions, if any, contained in this Contract will not be construed against the party who physically prepared this Contract.

2.13.2 AMENDMENTS

This Contract may not be altered or amended except in writing, signed by JEA Procurement and the Company Representative, or each of their duly authorized representatives.

2.13.3 APPLICABLE STATE LAW; VENUE; SEVERABILITY

The rights, obligations and remedies of the parties as specified under the Contract will be interpreted and governed in all respects exclusively by the laws of the State of Florida without giving effect to the principles of conflicts of laws thereof. Should any provision of the Contract

be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions will not be impaired. Litigation involving this Contract or any provision thereof shall take place in the State or Federal Courts located exclusively in Jacksonville, Duval County, Florida.

2.13.4 CUMULATIVE REMEDIES

Except as otherwise expressly provided in this Contract, all remedies provided for in this Contract shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity or otherwise.

2.13.5 ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the parties. No statement, representation, writing, understanding, or agreement made by either party, or any representative of either party, which are not expressed herein shall be binding. All changes to, additions to, modifications of, or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

2.13.6 EXPANDED DEFINITIONS

Unless otherwise specified, words importing the singular include the plural and vice versa and words importing gender include all genders. The term "including" means "including without limitation", and the terms "include", "includes" and "included" have similar meanings. Any reference in this Contract to any other agreement is deemed to include a reference to that other agreement, as amended, supplemented or restated from time to time. Any reference in the Contract to "all applicable laws, rules and regulations" means all federal, state and local laws, rules, regulations, ordinances, statutes, codes and practices.

2.13.7 HEADINGS

Headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

2.13.8 LANGUAGE AND MEASUREMENTS

All communication between the Company and JEA, including all documents, notes on drawings, and submissions required under the Contract, will be in the English language. Unless otherwise specified in the Contract, the US System of Measurements shall be used for quantity measurement. All instrumentation and equipment will be calibrated in US System of Measures.

2.13.9 NONEXCLUSIVE

Notwithstanding anything contained herein that may appear to be the contrary, this Contract is "non-exclusive" and JEA reserves the right, in its sole discretion, to retain other companies to perform the Work, and/or JEA may self-perform the Work itself.

2.13.10 REFERENCES

Unless otherwise specified, each reference to a statute, ordinance, law, policy, procedure, process, document, drawing, or other informational material is deemed to be a reference to that

item, as amended or supplemented from time to time. All referenced items shall have the enforcement ability as if they are fully incorporated herein.

2.13.11 SEVERABILITY

In the event that any provision of this Contract is found to be unenforceable under applicable law, the parties agree to replace such provision with a substitute provision that most nearly reflects the original intentions of the parties and is enforceable under applicable law, and the remainder of this Contract shall continue in full force and effect.

With regard to any provision in this agreement pertaining to damages, equitable or otherwise, it is the intent of the Parties that under no circumstances shall there be recovery for home office overhead. Any damages claimed shall be proven by discreet accounting of direct project costs and no theoretical formula or industry estimating reference manuals shall be permissible.

2.13.12 RELATIONSHIP OF THE PARTIES

The Company agrees that it shall perform the Work as an independent contractor and that it does not (a) have the power or authority to bind JEA or to assume or create any obligation or responsibility, express or implied, on JEA's part or in JEA's name, except as may be authorized by JEA under a separate written document, or (b) represent to any person or entity that it has such power or authority except as may be authorized by JEA under a separate written document.

2.13.13 SUBCONTRACTING OR ASSIGNING OF CONTRACT

Each party agrees that it shall not subcontract, assign, delegate, or otherwise dispose of the Contract, the duties to be performed under the Contract, or the monies to become due under the Contract without the other party's prior written consent.

The assignment of the Contract will not relieve either of the parties of any of its obligations until such obligations have been assumed in writing by the assignee. If the Contract is assigned by either of the parties, it will be binding upon and will inure to the benefit of the permitted assignee. The Company shall be liable for all acts and omissions of its assignee or its Subcontractor.

In the event the Company obtains JEA approval to use Subcontractors, the Company is obligated to provide Subcontractors possessing the skills, certifications, registrations, licenses, training, tools, demeanor, motivation and attitude to successfully perform the work for which they are subcontracted. The Company is obligated to remove Subcontractors from performing Work under this Contract when the Company recognizes that a Subcontractor is failing to work in a manner consistent with the requirements of this Contract, or when JEA notifies the Company that JEA has determined a Subcontractor is failing to work in a manner consistent with the requirements of this Contract.

2.13.14 SURVIVAL

The obligations of JEA and the Company under this Contract that are not, by the express terms of this Contract, to be performed fully during the Term, shall survive the termination of this Contract.

2.13.15 TIME AND DATE

Unless otherwise specified, references to time of day or date mean the local time or date in Jacksonville, FL. If under this Contract any payment or calculation is to be made, or any other action is to be taken, on or as of a day that is not a regular business day for JEA, that payment or calculation is to be made, and that other action is to be taken, as applicable, on or as of the next day that is a regular business day. Where reference is made to day or days, it means calendar days. Where reference is made to workday, workdays, business day, or business days, it means regular working days for JEA Procurement.

2.13.16 TIME OF ESSENCE

For every material requirement of this Contract, time is of the essence.

2.13.17 USE OF JEA CONTRACTS BY THE CITY OF JACKSONVILLE

Where the City of Jacksonville's or its other independent agencies' or political subdivisions' procurement codes all use of JEA contracts, the Company agrees to extend any pricing and other contractual terms to such entities.

2.13.18 WAIVER OF CLAIMS

A delay or omission by JEA hereto to exercise any right or power under this Contract shall not be construed to be a waiver thereof. A waiver by JEA under this Contract shall not be effective unless it is in writing and signed by the party granting the waiver. A waiver by a party of a right under or breach of, this Contract shall not be construed to operate as a waiver of any other or successive rights under, or breaches of, this Contract.

The Company's obligations to perform and complete the Work in accordance with the Contract shall be absolute. None of the following will constitute a waiver of any of JEA's rights under the Contract: approval of payments, including final payment; Certificate of Contract Completion; any use of the Work by JEA; nor any correction of faulty or defective work by JEA.

2.13.19 UNIFORM COMMERCIAL CODE

This is a Contract for the sale of goods and shall be construed and enforced in accordance with Chapter 672, Florida Statutes, as the same may be amended from time to time.

2.13.20 MERGER

During the term of this Contract and any extension thereof any invoice that may be issued by the Company to JEA shall be issued in accordance with and subject solely to the terms and conditions contained herein, notwithstanding any language to the contrary contained in such invoices. Any invoice issued during the Term and any extension thereof shall not modify or amend this Contract, unless such invoice is intended to modify or amend this Contract and does so in accordance with the terms of this Contract.

3. FORMS

3.1. FORMS (APPENDIX A)

Forms required to be submitted with this ITN are provided in Appendix A or can be obtained on the JEA website at www.jea.com.

4. REPORTS

4.1. REPORTS (APPENDIX B)

Examples of the reports that are required to be submitted during the Contract Term are provided in Appendix B.

EXHIBIT B
COMPANY'S PRICING/ BAFO RESPONSE

038-17 BAFO - Appendix A Response Workbook for Residential Water Meters for JEA Inventory Stock

Vendor Name: **Sensus USA, Inc.**

Instructions: Insert the requested information in the green highlighted sections. The lead time listed in Column K 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. If there are any comments needed, list them in Column Q. Any blanks left on the bid workbook will be considered to be a "no bid."

Warehouse Location	JEA Item Id	Item Description	UOM Code	Approved Manufacturer	Approved MFG Part Number	Quoted MPNs	Estimated Annual Usage	Unit Price	Bid Price	Lead Time: In Calendar Days After Receipt of Order	Standard Order Quantities (if applicable)	Comments
CSC Storero	MTEAA010	METER, WATER 5/8" - LOW LEAD SRII METER, PLASTIC DIVISION PLATE; BRONZE BOTTOM PLATE/STAINLESS STEEL CAP SCREWS, ELECTRONIC REGISTER TRPL, 0.1 GALLONS 8 WHL, 6TRPL CBL 3-WIRE, MFG S/N=REG ID	EA	SENSUS TECHNOLOGIES	S1PX338GA00X1XX S1PX338GA00XXXX	SENSUS TECHNOLOGIES, S1PX338GA00X1XX	9,136	76.08	\$695,066.88	30	2 meters per box, 50 boxes per skid, 250 meters per skid	please note additional discounts offered in included cover letter
CSC Storero	MTEAA015	METER, WATER 5/8" X 3/4" - LOW LEAD SRII METER, PLASTIC DIVISION PLATE, BRONZE BOTTOM PLATE/STAINLESS STEEL CAP SCREWS, ELECTRONIC REGISTER TRPL, 0.1 GALLONS 8 WHL, 6TRPL CBL 3-WIRE, MFG S/N=REG ID	EA	SENSUS TECHNOLOGIES	S2PX138GA00X1XX	SENSUS TECHNOLOGIES, S2PX138GA00X1XX	7,500	76.06	\$570,600.00	30	6 meters per box, 50 boxes per skid, 250 meters per skid	please note additional discounts offered in included cover letter
CSC Storero	MTEAA020	METER, WATER 3/4" - LOW LEAD SRII METER, PLASTIC DIVISION PLATE BRONZE BOTTOM PLATE/STAINLESS STEEL CAP SCREWS, ELECTRONIC REGISTER TRPL, 0.1 GALLONS 8 WHL, 6TRPL CBL 3-WIRE, MFG S/N=REG ID	EA	SENSUS TECHNOLOGIES	S4PX338GA00X1XX	SENSUS TECHNOLOGIES, S4PX338GA00X1XX	22,129	67.19	\$2,150,717.51	30	4 meters per box, 50 boxes per skid, 250 meters per skid	please note additional discounts offered in included cover letter
CSC Storero	MTEAA030	METER, WATER 1" - LOW LEAD SRII METER, PLASTIC DIVISION PLATE, BRONZE BOTTOM PLATE/STAINLESS STEEL CAP SCREWS, ELECTRONIC REGISTER TRPL, 0.1 GALLONS 8 WHL, 6TRPL CBL 3-WIRE, MFG S/N=REG ID	EA	SENSUS TECHNOLOGIES	S5PX338GA00X1XX	SENSUS TECHNOLOGIES, S5PX338GA00X1XX	3,086	130.95	\$409,280.10	30	2 meters per box, 50 boxes per skid, 250 meters per skid	please note additional discounts offered in included cover letter
CSC Storero	MTEAA270	METER, WATER 3/4" - LOW LEAD SRII METER, NO DRINK, PLASTIC DIVISION PLATE, BRONZE BOTTOM PLATE/STAINLESS/STAINLESS STEEL CAP SCREWS, ELECTRONIC REGISTER TRPL, 0.1 GALLONS 8 WHL, 6TRPL CBL 3- WIRE, MFG S/N=REG ID	EA	SENSUS TECHNOLOGIES	S4PR338GA00X1XX S4PR338GA00XXXX	SENSUS TECHNOLOGIES, S4PR338GA00X1XX	2,864	67.19	\$278,359.16	30	4 meters per box, 50 boxes per skid, 250 meters per skid	please note additional discounts offered in included cover letter
CSC Storero	MTEAA300	METER, WATER 1" - LOW LEAD SRII METER, NO DRINK, PLASTIC DIVISION PLATE, BRONZE BOTTOM PLATE/STAINLESS STEEL CAP SCREWS, ELECTRONIC REGISTER TRPL, 0.1 GALLONS 8 WHL, 6TRPL CBL 3-WIRE, MFG S/N=REG ID	EA	SENSUS TECHNOLOGIES	S5PR338GA00X1XX	SENSUS TECHNOLOGIES, S5PR338GA00X1XX	204	130.95	\$26,591.40	30	2 meters per box, 50 boxes per skid, 250 meters per skid	please note additional discounts offered in included cover letter

Warehouse Location	J.E.A. Item Id	Item Description	UOM Code	Approved Manufacturers	Approved MFG Part Number	Quoted MPNs	Estimated Annual Usage	Unit Price	Bid Price	Lead Time In Calendar Days After Receipt of Order	Standard Order Quantities (if applicable)	Comments
CSC Stores	MTEA012	METER, WATER 5/8" X 1/2", ENVIRO-BRASS (NO-LEAD), POSITIVE DISPLACEMENT, 1 GALLON, 8 WHEEL, ROCKSYN CHAMBER, BRONZE BOTTOM W/ STAINLESS STEEL BOLTS, 6 FOOT WIRE W/ TRPL ADAPTER, GLASS REGISTER.	EA	MASTER METER	P11-A31-A16-0106A-5		9,136		\$0.00			no bid
CSC Stores	MTEA017	METER, WATER 3/4" X 3/4", ENVIRO-BRASS (NO-LEAD), POSITIVE DISPLACEMENT, 0.1 GALLON, 8 WHEEL, ROCKSYN CHAMBER, BRONZE BOTTOM W/ STAINLESS STEEL BOLTS, 6 FOOT WIRE W/ TRPL ADAPTER, GLASS REGISTER.	EA	MASTER METER	P12-A31-A16-0106A-5		7,500		\$0.00			no bid
CSC Stores	MTEA022	METER, WATER 3/4 INCH ENVIRO-BRASS (NO-LEAD), POSITIVE DISPLACEMENT, 0.1 GALLON, 8 WHEEL, ROCKSYN CHAMBER, BRONZE BOTTOM W/ STAINLESS STEEL BOLTS, 6 FOOT WIRE W/ TRPL ADAPTER, GLASS REGISTER.	EA	MASTER METER	P14-A31-A05-0106A-1 P14-A31-A16-0106A-5		22,129		\$0.00			no bid
CSC Stores	MTEA032	METER, WATER 1 INCH ENVIRO-BRASS (NO-LEAD), POSITIVE DISPLACEMENT, 0.1 GALLON, 8 WHEEL, ROCKSYN CHAMBER, BRONZE BOTTOM W/ STAINLESS STEEL BOLTS, 6 FOOT WIRE W/ TRPL ADAPTER, GLASS REGISTER.	EA	MASTER METER	P16-A31-A16-0106A-5		3,086		\$0.00			no bid
CSC Stores	MTEA072	METER, WATER 3/4 INCH RECLAIMED, ENVIRO-BRASS (NO-LEAD), POSITIVE DISPLACEMENT, 0.1 GALLON, 8 WHEEL, ROCKSYN CHAMBER, BRONZE BOTTOM W/ STAINLESS STEEL BOLTS, 6 FOOT WIRE W/ TRPL ADAPTER, GLASS REGISTER.	EA	MASTER METER	P14-A31-F16-0106A-5		2,864		\$0.00			no bid
CSC Stores	MTEA032	METER, WATER 1 INCH RECLAIMED, ENVIRO-BRASS (NO-LEAD), POSITIVE DISPLACEMENT, 0.1 GALLON, 8 WHEEL, ROCKSYN CHAMBER, BRONZE BOTTOM W/ STAINLESS STEEL BOLTS, 6 FOOT WIRE W/ TRPL ADAPTER, GLASS REGISTER.	EA	MASTER METER	P16-A31-F16-0106A-5		204		\$0.00			no bid
TOTAL BID - TRANSFER TO APPENDIX A RESPONSE FORM PAGE 1									\$41,123,988.05			

Item	5 Year Usage	Current Contract Pricing	Current Contract Pricing Extended	Sensus Original Pricing	Sensus Original Pricing Extended	Sensus BAFO Pricing	Sensus BAFO Pricing Extended	Master Meter Original Pricing	Master Meter Original Pricing Extended	Master Meter BAFO Pricing	Master Meter BAFO Pricing Extended
IMTEAA010	9,136	\$ 75.70	\$ 691,595.20	\$ 79.49	\$ 726,220.64	\$ 76.08	\$ 695,066.88			\$ 0.00	\$ -
IMTEAA015	7,500	\$ 75.70	\$ 567,750.00	\$ 79.49	\$ 596,175.00	\$ 76.08	\$ 570,600.00			\$ 0.00	\$ -
IMTEAA020	22,129	\$ 96.70	\$ 2,139,874.30	\$ 101.54	\$ 2,246,978.66	\$ 97.19	\$ 2,150,717.51			\$ 0.00	\$ -
IMTEAA030	3,086	\$ 129.70	\$ 400,254.20	\$ 136.19	\$ 420,282.34	\$ 130.35	\$ 402,260.10			\$ 0.00	\$ -
IMTEAA270	2,864	\$ 98.70	\$ 282,676.80	\$ 105.64	\$ 296,824.96	\$ 97.19	\$ 278,352.16			\$ 0.00	\$ -
IMTEAA300	204	\$ 129.70	\$ 26,458.80	\$ 136.19	\$ 27,782.76	\$ 130.35	\$ 26,591.40			\$ 0.00	\$ -
			\$ 4,108,609.30								
IMTEAA012	9,136	\$ 90.03	\$ 822,514.08			0.00	0.00	\$ 33.00	\$ 758,288.00	\$ 31.00	\$ 740,016.00
IMTEAA017	7,500	\$ 90.03	\$ 675,225.00			0.00	0.00	\$ 33.00	\$ 622,500.00	\$ 31.00	\$ 607,500.00
IMTEAA022	22,129	\$ 104.00	\$ 2,301,416.00			0.00	0.00	\$ 102.06	\$ 2,258,485.74	\$ 100.06	\$ 2,214,227.74
IMTEAA032	3,086	\$ 136.01	\$ 419,726.86			0.00	0.00	\$ 140.67	\$ 434,107.62	\$ 136.17	\$ 420,220.62
IMTEAA272	2,864	\$ 104.00	\$ 297,856.00			0.00	0.00	\$ 102.43	\$ 293,359.52	\$ 100.43	\$ 287,651.52
IMTEAA302	204	\$ 136.01	\$ 27,746.04			0.00	0.00	\$ 141.03	\$ 28,770.12	\$ 136.53	\$ 27,852.12
			\$ 4,544,483.98		\$ 4,314,264.35		\$ 4,123,588.05		\$ 4,395,511.00		\$ 4,297,448.00

\$ 173,859.95
4.22%

SENSUS	Price Difference	Percentage	Master Meter	Price Difference	Percentage
Current VS Orig	\$ (205,655.06)	-5.0%	Current VS Orig	\$ 148,972.98	3.3%
Current VS BAFO	\$ (14,978.75)	-0.4%	Current VS BAFO	\$ 247,035.98	5.4%
Orig VS BAFO	\$ 190,676.31	4.4%	Orig VS BAFO	\$ 98,063.00	2.2%



Formal Bid and Award System

BPA 164256

Award #8 May 10, 2018

Type of Award Request: CHANGE ORDER
Request #: 6250
Requestor Name: Roddy, Colin P.
Requestor Phone: (904) 665-8337
Project Title: Residential Water Meters for JEA Storeroom Stock
Project Number: Various
Project Location: JEA
Funds: Inventory Blanket
Award Estimate: \$1,025,894.63

Scope of Work:

The purpose of the original solicitation was to evaluate and select a vendor who could provide residential water meters and provide the best value to JEA. The solicitation included twelve (12) line items and their primary application was to measure water consumption for residential customers.

JEA IFB/RFP/State/City/GSA#: 038-17
Purchasing Agent: Roddy, Colin Patrick
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
SENSUS USA, INC.	Griff Machinski	Griff.Machinski@sensus.com	450 Gallatin Ave. P.O. Box 487 Uniontown, PA 15401	724-430-3959	\$1,025,894.63

Amount of Original Award: \$2,474,152.89
Date of Original Award: 4/6/2017
Change Order Amount: \$1,025,894.63

List of Previous Change Order/Amendments

BPA #	Amount	Date
164256	\$247,415.22	3/8/2018

New Not-To-Exceed Amount: \$3,747,462.74
Length of Contract/PO Term: One (1) Year w/Two (2) – 1 Yr. Renewals
Begin Date (mm/dd/yyyy): 5/01/2017
End Date (mm/dd/yyyy): 4/30/2018
Renewal Options: Yes – One (1) – 1 Yr. Renewals
JSEB Requirement: N/A – No JSEBs Available - Specialty equipment

Background/Recommendations:

Originally bid and approved by Awards Committee on 04/06/2017 in the amount of \$2,474,152.83 to Sensus USA, Inc., for a five (5) year term. A copy of the original award is attached as back-up.

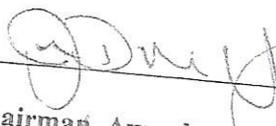
This contract with Sensus USA, Inc. provides residential water meters for new installations with the units being carried in JEA's inventory. The agreement contains six (6) line items, with their primary function of measuring water consumption for our residential customers. During the first year of the agreement, the annual spend was \$2,474,141.04. Our current inventory balance is roughly \$1,493,649.43 and the current lead-time is four (4) to eight (8) weeks.

Sensus USA, Inc. is one (1) of two (2) manufacturers (Sensus and Master Meter) approved by JEA Standards to provide these meters and parts. The Water Meter group utilizes a 60/40 split between the two (2) suppliers in order to minimize supply chain disruptions and ensure competition. Based on this and the continued increase in consumption of these items, the Water Meter team has requested additional funds in the amount of \$1,025,894.63. JEA is in the process of reviewing the long term sourcing strategy plan to align with a cascade initiative, which is why this request is only for one (1) year verse a longer-term contract. Sensus has agreed to hold current pricing for the extension.

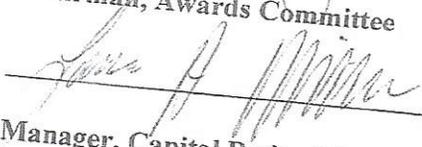
Request approval to award a change order to Sensus USA, Inc. for the purchase of Residential Water Meters for JEA Inventory stock, in the amount of \$1,025,894.63 for a new not-to-exceed total of \$3,747,462.74, subject to the availability of lawfully appropriated funds.

Manager: Pearson, Kenny – Procurement Category Manager
Director: McCarthy, John P. – VP Logistics
VP: Dykes, Melissa H. – President & Chief Operating Officer

APPROVALS:



Chairman, Awards Committee
Date 5-10-18



Manager, Capital Budget Planning
Date 5/10/18



4/6/17 2
Formal Bid and Award System

BPA 164256

Award #2 April 6, 2017

Type of Award Request: INVITATION TO NEGOTIATE (ITN)
Request #: 1785
Requestor Name: McQuaig, L. Renee'
Requestor Phone: (904) 665-6038
Project Title: Residential Water Meters for JEA Inventory Stock
Project Number: VARIOUS
Project Location: JEA
Funds: Inventory Blanket
Award Estimate: \$4,282,746.38
Scope of Work:

The purpose of this Invitation to Negotiate (the "ITN") is to evaluate and select a vendor that can provide residential water meters and provide the best value to JEA (the "Work" or "Services"). This solicitation includes twelve (12) line items and their primary application is to measure water consumption for residential customers. These items are utilized by the water meter departments on a regular basis. Current inventory balance is \$347,122.10, and our annual usage average is \$4,282,746.38. There are 2 manufacturers approved for this material.

JEA IFB/RFP/State/City/GSA#: 038-17
Purchasing Agent: McQuaig, L. Renee'
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Company Name	Contact Name	Email	Address	Phone	Amount
Sensus USA, Inc.	Griff Machinski	Griff.Machinski@xylem.com	450 N. Gallatin Ave. Uniontown, PA 15401	(904)229-9132	\$2,474,152.83
Master Meter, Inc.	David Reas	dreas@mastermeter.com	101 Regency Pkwy, Mansfield, TX 76063	(863) 414-2590	\$1,718,979.20

164256

Amount for entire term of Contract/PO: \$4,193,132.03
Award Amount for remainder of this FY: \$2,182,715.37 (\$311,816.48 x 7 months)
Length of Contract/PO Term: One (1) Year w/Two (2) – 1 Yr. Renewals
Begin Date (mm/dd/yyyy): 05/01/2017
End Date (mm/dd/yyyy): 04/30/2018
Renewal Options: YES – Two (2) – 1 Yr. Renewals
JSEB Requirement: N/A – No JSEBs Available

Name	Estimated Amount	Term (Months)	Points	Rank	BAPO Bid Amount	BAPO Points	Rank
Sensus USA, Inc.	\$4,314,264.36	6	100	1	\$4,123,588.05	100.00	1
Master Meter, Inc.	\$4,395,511.00	6	98.2	2	\$4,297,448.00	95.9	2

Background/Recommendations:

Advertised 1/31/2017. Four (4) companies attended the mandatory pre-response meeting on 2/06/2017. At response opening on 02/21/2017, JEA received two (2) Responses. The Responses were scored on price only. Sensus USA, Inc. ranked the highest, with the lowest bid price. The evaluation matrix summary, Response Form and Workbook is attached as back-up.

The solicitation allowed for multiple contracts be awarded to help prevent residential customers from experiencing any delays in services due to JEA not having the necessary meter to complete their work orders. The award amount for each Respondent is proportional to the price variance between Respondents in the best interest of JEA. A sixty/forty percent (60%/40%) split was decided upon based on the price variance. The forecasted quantities were reviewed and approved by the business.

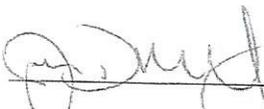
When comparing Sensus' current pricing with proposed pricing, there is an increase of approximately .5% or \$14,978.75, for the one year term. Master Meter's proposed pricing, shows a savings of 5.4% or \$247,035.98, for the one (1) year term. The Best and Final Offer (BAFO) savings for Sensus USA is \$190,676.31 and \$98,063.00 for Master Meter, for a total BAFO savings of \$288,739.31 for the term of the contract. The price comparison spreadsheet is attached as back-up.

Unit prices will be adjusted in accordance with the Consumer Price Index for all urban consumers published monthly by the U.S. Department of Labor, Bureau of Labor Statistics.

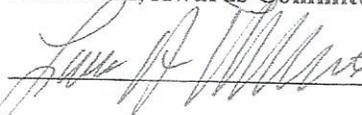
038-17 – Request approval to award a one (1) year contract to Sensus USA Inc. in the amount of \$2,474,152.83, and Master Meter, Inc. in the amount of \$1,718,979.20 for residential water meters, for a not-to-exceed amount of \$4,193,132.03, subject to the availability of lawfully appropriated funds.

Manager: Keeler, Jessica C. - Manager Procurement Inventory
Director: McCarthy, John P. - Dir, Supply Chain Management
VP: Dykes, Melissa H. - Chief Financial Officer

APPROVALS:


_____ 4-6-17

Chairman, Awards Committee **Date**


_____ 4/6/17

Manager, Capital Budget Planning **Date**

Overall Scores

Vendor	Quotation of Rates	Total Points	Ranking
Master Meter	98.2	98.2	2
Sensus	100.0	100.0	1

Quotation of Rates

Vendor	QoR	Points	Rank
Master Meter	\$ 4,395,511.00	98.2	2
Sensus	\$ 4,314,264.36	100.0	1

Overall Scores

Vendor	Quotation of Rates	Total Points	Ranking
Master Meter	95.9	95.9	2
Sensus	100.0	100.0	1

Quotation of Rates

Vendor	QoR	Points	Rank
Master Meter	\$ 4,297,448.00	95.9	2
Sensus	\$ 4,123,588.05	100.0	1

Award #8

038-17-BAFO - Appendix A Response Workbook for Residential Water Meters for JEA Inventory Stock

Vendor Name: Master Meter

Instructions: Insert the requested information in the green highlighted sections. The lead time listed in Column K 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. If there are any comments needed, list them in Column Q. Any blanks left on the bid workbook will be considered to be a "no bid."

Warehouse Location	JEA Item Id	Item Description	UOM Code	Approved Manufacturers	Approved MFG Part Number	Quoted MFPs	Estimated Annual Usage	Unit Price	Bid Price	Lead T In Calend Alter Rec Ord
CSC Stores	MTEAA010	METER, WATER 5/8" - LOW LEAD SRII METER, PLASTIC DIVISION PLATE, BRONZE BOTTOM PLATE/STAINLESS STEEL CAP SCREWS, ELECTRONIC REGISTER TRPL, 0.1 GALLONS 8 WHL, 6TRPL CBL 3-WIRE, MFG S/N=REG ID	EA	SENSUS TECHNOLOGIES	S1PX338GA0XX1XX S1PX338GA0XXXXX		9,136		\$0.00	
CSC Stores	MTEAA015	METER, WATER 3/4" - LOW LEAD SRII METER, PLASTIC DIVISION PLATE, BRONZE BOTTOM PLATE/STAINLESS STEEL CAP SCREWS, ELECTRONIC REGISTER TRPL, 0.1 GALLONS 8 WHL, 6TRPL CBL 3-WIRE, MFG S/N=REG ID	EA	SENSUS TECHNOLOGIES	S2PX338GA0XX1XX		7,500		\$0.00	
CSC Stores	MTEAA020	METER, WATER 1" - LOW LEAD SRII METER, PLASTIC DIVISION PLATE, BRONZE BOTTOM PLATE/STAINLESS STEEL CAP SCREWS, ELECTRONIC REGISTER TRPL, 0.1 GALLONS 8 WHL, 6TRPL CBL 3-WIRE, MFG S/N=REG ID	EA	SENSUS TECHNOLOGIES	S4PX338GA0XX1XX		22,129		\$0.00	
CSC Stores	MTEAA030	METER, WATER 3/4" - LOW LEAD SRII METER, NO DRINK, PLASTIC DIVISION PLATE, BRONZE BOTTOM PLATE/STAINLESS STEEL CAP SCREWS, ELECTRONIC REGISTER TRPL, 0.1 GALLONS 8 WHL, 6TRPL CBL 3-WIRE, MFG S/N=REG ID	EA	SENSUS TECHNOLOGIES	S5PX338GA0XX1XX		3,086		\$0.00	
CSC Stores	MTEAAZ70	METER, WATER 1" - LOW LEAD SRII METER, NO DRINK, PLASTIC DIVISION PLATE, BRONZE BOTTOM PLATE/STAINLESS STEEL CAP SCREWS, ELECTRONIC REGISTER TRPL, 0.1 GALLONS 8 WHL, 6TRPL CBL 3-WIRE, MFG S/N=REG ID	EA	SENSUS TECHNOLOGIES	S4PX338GA0XX1XX S4PX338GA0XXXXX		2,864		\$0.00	
CSC Stores	MTEAA300	METER, WATER 1" - LOW LEAD SRII METER, NO DRINK, PLASTIC DIVISION PLATE, BRONZE BOTTOM PLATE/STAINLESS STEEL CAP SCREWS, ELECTRONIC REGISTER TRPL, 0.1 GALLONS 8 WHL, 6TRPL CBL 3-WIRE, MFG S/N=REG ID	EA	SENSUS TECHNOLOGIES	S5PX338GA0XX1XX		204		\$0.00	

Item Description	UOM Code	Approved Manufacturer	Approved MFG Part Number	Quoted MPNs	Estimated Annual Usage	Unit Price	Bid Price	Lead Time: In Calendar Days After Receipt of Order	Standard Order Quantities (if applicable)	Comments
1. ENVIRO-VEIN, 8 WHEEL, 6 FOOT CLASS	EA	MASTER METER	P11-A31-A16-0106A-5	MASTER METER P11-A31-A16-0106A-5	9,136	81.00	\$740,016.00	120 Days	216 meters	Final pricing offered applies only to meters ordered with Plastic Bottoms. PD Meter w/Plastic Bottom Part No. P11-A11-A16-0106A-5 Estimated Delivery Time for first release with future delivery schedule to be determined
2. ENVIRO-VEIN, 8 WHEEL, 6 FOOT CLASS	EA	MASTER METER	P12-A31-A16-0106A-5	MASTER METER P12-A31-A16-0106A-5	7,500	81.00	\$607,500.00	120 Days	216 meters	Final pricing offered applies only to meters ordered with Plastic Bottoms. PD Meter w/Plastic Bottom Part No. P12-A11-A16-0106A-5 Estimated Delivery Time for first release with future delivery schedule to be determined
3. ENVIRO-VEIN, 8 WHEEL, 6 FOOT CLASS	EA	MASTER METER	P14-A31-A05-0106A-1 P14-A31-A16-0106A-5	MASTER METER P14-A31-A16-0106A-5	22,129	100.06	\$2,214,227.74	120 Days	216 meters	Final pricing offered applies only to meters ordered with Plastic Bottoms. PD Meter w/Plastic Bottom Part No. P14-A11-A16-0106A-5 Estimated Delivery Time for first release with future delivery schedule to be determined
4. ENVIRO-VEIN, 8 WHEEL, 6 FOOT CLASS	EA	MASTER METER	P16-A31-A16-0106A-5	MASTER METER P16-A31-A16-0106A-5	3,096	136.17	\$420,220.62	120 Days	108 meters	Final pricing offered applies only to meters ordered with Plastic Bottoms. PD Meter w/Plastic Bottom Part No. P16-A11-A16-0106A-5 Estimated Delivery Time for first release with future delivery schedule to be determined
5. ENVIRO-VEIN, 8 WHEEL, 6 FOOT CLASS	EA	MASTER METER	P14-A31-F16-0106A-5	MASTER METER P14-A31-F16-0106A-5	2,864	100.43	\$287,631.52	120 Days	216 meters	Final pricing offered applies only to meters ordered with Plastic Bottoms. PD Meter w/Plastic Bottom Part No. P14-A11-F16-0106A-5 Estimated Delivery Time for first release with future delivery schedule to be determined

Warehouse Location	JEA Item Id	Item Description	UOM Code	Approved Manufacturers	Approved MFG Part Number	Quoted MPNs	Estimated Annual Usage	Unit Price	Bid Price	Lead T In Calend Alter Rec Ord
CSC Stores	MTEMA302	METER, WATER 1 INCH RECLAIMED, ENVIRO-BRASS (NO-LEAD), POSITIVE DISPLACEMENT, 0.1 GALLON, 8 WHEEL, ROCKSYN CHAMBER, BRONZE BOTTOM W/ STAINLESS STEEL BOLTS, 6 FOOT WIRE W/ TRPL ADAPTER, GLASS REGISTER	EA	MASTER METER	P16-A31-F16-0106A-5	MASTER METER P16-A31-F16-0106A-5	204	136.53	\$27,852.12	120 D
TOTAL BID - TRANSFER TO APPENDIX A RESPONSE FORM PAGE 1									\$4,297,448.00	

or Residential Water Meters for JEA Inventory Stock

Green highlighted sections. The lead time listed in Column K must be the number of calendar days after receipt of order that JEA will receive the material, not the number of days, do not quote a range. If there are any comments needed, list them in Column Q. Any blanks left on the bid workbook will be considered to be a "no bid."

Item	UOM Code	Approved Manufacturers	Approved MFG Part Number	Quoted MPNs	Estimated Annual Usage	Unit Price	Bid Price	Lead Time: In Calendar Days After Receipt of Order	Standard Order Quantities (if applicable)	Comments
LEAD SRII N PLATE, STAINLESS TRONIC ONS 8 WHL, /N=REG ID	EA	SENSUS TECHNOLOGIES	S1PX338GA0XX1XX S1PX338GA0XXXXXX	SENSUS TECHNOLOGIES S1PX338GA0XX1XX	9,136	76.08	\$695,066.88	30	6 meters per box; 36 boxes per skid; 216 meters per skid	please note additional discounts offered in included cover letter
" - LOW LEAD ISION PLATE, TAINLESS TRONIC ONS 8 WHL, /N=REG ID	EA	SENSUS TECHNOLOGIES	S2PX338GA0XX1XX	SENSUS TECHNOLOGIES S2PX338GA0XX1XX	7,500	76.08	\$570,600.00	30	6 meters per box; 36 boxes per skid; 216 meters per skid	please note additional discounts offered in included cover letter
LEAD SRII I PLATE, ONS 8 WHL, /N=REG ID	EA	SENSUS TECHNOLOGIES	S4PX338GA0XX1XX	SENSUS TECHNOLOGIES S4PX338GA0XX1XX	22,129	97.19	\$2,150,717.51	30	4 meters per box; 40 boxes per skid; 160 meters per skid	please note additional discounts offered in included cover letter
LEAD SRII I DIVISION SS STEEL CAP ISTER TRPL, L CBL 3-	EA	SENSUS TECHNOLOGIES	S5PX338GA0XX1XX	SENSUS TECHNOLOGIES S5PX338GA0XX1XX	3,086	130.35	\$402,260.10	30	2 meters per box; 60 boxes per skid; 120 meters per skid	please note additional discounts offered in included cover letter
LEAD SRII I DIVISION IP SCREWS, L, 0.1 L 3-WIRE,	EA	SENSUS TECHNOLOGIES	S4PR338GA0XX1XX S4PR338GA0XXXXXX	SENSUS TECHNOLOGIES S4PR338GA0XX1XX	2,864	97.19	\$278,352.16	30	4 meters per box; 40 boxes per skid; 160 meters per skid	please note additional discounts offered in included cover letter
	EA	SENSUS TECHNOLOGIES	S5PR338GA0XX1XX	SENSUS TECHNOLOGIES S5PR338GA0XX1XX	204	130.35	\$26,591.40	30	2 meters per box; 60 boxes per skid; 120 meters per skid	please note additional discounts offered in included cover letter

UOM Code	Approved Manufacturers	Approved MFG Part Number	Quoted MPNs	Estimated Annual Usage	Unit Price	Bid Price	Lead Time: In Calendar Days After Receipt of Order	Standard Order Quantities (if applicable)	Comments
EA	MASTER METER	P11-A31-A16-0106A-5		9,136		\$0.00			no bid
EA	MASTER METER	P12-A31-A16-0106A-5		7,500		\$0.00			no bid
EA	MASTER METER	P14-A31-A05-0106A-1 P14-A31-A16-0106A-5		22,129		\$0.00			no bid
EA	MASTER METER	P16-A31-A16-0106A-5		3,066		\$0.00			no bid
EA	MASTER METER	P14-A31-F16-0106A-5		2,864		\$0.00			no bid
EA	MASTER METER	P16-A31-F16-0106A-5		204		\$0.00			no bid

TOTAL BID - TRANSFER TO APPENDIX A RESPONSE FORM PAGE 1 \$4,123,588.05

Award #8

Item	5 Year Usage	Current Contract Pricing	Current Contract Pricing Extended	Sensus Original Pricing	Sensus Original Pricing Extended	Sensus BAFO Pricing	Sensus BAFO Pricing Extended	Master Meter Original Pricing	Master Meter Original Pricing Extended	Master Meter BAFO Pricing	Master Meter BAFO Pricing Extended
MTEAA010	9,136	\$ 75.70	\$ 691,595.20	79.49	\$ 726,220.64	76.08	695,066.88			0.00	
MTEAA015	7,500	\$ 75.70	\$ 567,750.00	79.49	\$ 596,175.00	76.08	570,600.00			0.00	
MTEAA020	22,129	\$ 96.70	\$ 2,139,874.30	101.54	\$ 2,246,978.66	97.19	2,150,717.51			0.00	
MTEAA030	3,086	\$ 129.70	\$ 400,254.20	136.19	\$ 420,282.34	130.35	402,260.10			0.00	
MTEAA270	2,864	\$ 98.70	\$ 282,676.80	103.64	\$ 296,824.96	97.19	278,352.16			0.00	
MTEAA300	204	\$ 129.70	\$ 26,458.80	136.19	\$ 27,782.76	130.35	26,591.40			0.00	
			\$ 4,108,609.30								
MTEAA012	9,136	\$ 90.03	\$ 822,514.08			0.00	0.00	83.00	759,288.00	81.00	\$ 740,016.00
MTEAA017	7,500	\$ 90.03	\$ 675,225.00			0.00	0.00	83.00	622,500.00	81.00	\$ 607,500.00
MTEAA022	22,129	\$ 104.00	\$ 2,301,416.00			0.00	0.00	102.06	2,258,485.74	100.06	\$ 2,214,227.74
MTEAA032	3,086	\$ 136.01	\$ 419,726.86			0.00	0.00	140.67	434,107.62	136.17	\$ 420,220.62
MTEAA272	2,864	\$ 104.00	\$ 297,856.00			0.00	0.00	102.43	293,359.52	100.43	\$ 287,631.52
MTEAA302	204	\$ 136.01	\$ 27,746.04			0.00	0.00	141.03	28,770.12	136.53	\$ 27,852.12
			\$ 4,544,483.98		\$ 4,314,264.36		\$ 4,123,588.05		\$ 4,395,511.00		\$ 4,297,448.00

\$ 173,859.95
4.22%

SENSUS	Price Difference	Percentage	Master Meter	Price Difference	Percentage
Current VS Org	\$ (205,655.06)	-5.0%	Current VS Org	\$ 148,972.98	3.3%
Org VS BAFO	\$ (14,978.75)	-0.4%	Org VS BAFO	\$ 247,035.98	5.4%
	\$ 190,676.31	4.4%		\$ 98,063.00	2.2%

Unit	Item ID	Total REP	Total GR	Sensus REP	Sensus GRO	Estimated Price (Inflation)	Total
5/8 x 3/4	MTEAA015/017	3383	80	2030	48	81.4056	\$169,144.56
5/8"	MTEAA010/012	2056	211	1234	127	81.4056	\$110,727.90
3/4"	MTEAA020/022	6523	4683	3914	2810	103.9933	\$699,209.35
3/4"	MTEAA270/272	470	1670	282	1002	103.9933	\$133,527.40
1"	MTEAA030/032	1357	149	814	89	139.2605	\$125,835.79
1"	MTEAA300/302	86	175	52	105	139.4745	\$21,841.71
						Estimated Fundi	\$1,260,286.70

Current Value \$2,721,568.11
 Released \$2,487,176.04
 Money Left \$234,392.07
 Money Needed \$1,025,894.63
 New NTE \$3,747,462.74



Formal Bid and Award System

Award #5 September 3, 2020

Type of Award Request: ASSIGNMENT
Requestor Name: Smith, Thaliah
Requestor Phone: (904) 665-8165
Project Title: Process Tank and Class IV Lift Station Cleaning Services
Project Number: Various
Project Location: JEA
Funds: O&M
Budget Estimate: N/A

Scope of Work:

JEA is soliciting proposals for industrial services to remove & dispose of floating and solidified fats, oils, grease (FOG), grit and other entrained debris from various Process Tanks at Water Reclamation Facilities (WRFs) and Class IV Lift Stations. Process Tanks include, but are not limited to, Wet-wells, Aeration Basins, Primary and Secondary Clarifiers and Sequential Batch Reactors and Digesters. The accumulation of these residuals in the process tanks and pump stations can become malodorous, interfere with pumping operations and exacerbate the risk of a sewage spill or overflow.

JEA IFB/RFP/State/City/GSA#: 091-19
CPA #: 184581
Purchasing Agent: Kruck, Daniel
Is this a Ratification?: No

RECOMMENDED AWARDEES:

Name	Vendor Contact	Email	Address	Phone	Amount
WIND RIVER ENVIRONMENTAL (dba METRO ROOTER)	Cindy Flowers	cflowers@wrenvironmental.com	8892 Normandy Blvd, Jacksonville, FL 32221	(904) 695-1911	\$0.00

Amount of Original Award: \$2,383,527.00
Date of Original Award: 09/19/2019
Assignment Adjustment Amount: \$0.00
New Not-To-Exceed Amount: \$2,383,527.00
Length of Contract/PO Term: Three (3) Years w/Two (1) – 1 Yr. Renewals
Begin Date (mm/dd/yyyy): 10/16/2019
End Date (mm/dd/yyyy): 10/15/2022
Renewal Options: Two (2) – 1 Yr. Renewals
JSEB Requirement: N/A - Optional

Background/Recommendation:

Originally bid and approved by the Awards Committee on 09/19/2019 to Accurate Utility Services, Inc. in the amount of \$2,383,527.00. The original award item is attached for reference.

JEA was notified that Accurate Utility Services, Inc. was purchased by Wind River Environmental. Assignment of a contract must now be approved by the Awards Committee if the Awards Committee originally approved the award of the contract or an increase in the maximum indebtedness under the

contract. All assignments should be evidenced by an Assignment and Assumption Agreement drafted through the Office of General Counsel per the Office of General Counsel.

Request approval to reassign the JEA Accurate Utility Services, Inc. Contract Purchase Agreement 185581 to Wind River Environmental (dba Metro Rooter) for the Process Tank and Class IV Lift Station Cleaning Services, subject to the execution of an Assignment and Assumption Agreement and the availability of lawfully appropriated funds.

Director: Sgambettera, John J – Mgr Wastewater Treatment and Reuse - South Grid

Chief: Vu, Hai X. – Interim GM Water Wastewater Systems

APPROVALS:

Chairman, Awards Committee **Date**

Budget Representative **Date**



Formal Bid and Award System

Award #8 September 19, 2019

Type of Award Request: INVITATION TO NEGOTIATE (ITN)
Request #: 6564
Requestor Name: Sgambettera, John J.
Requestor Phone: (904) 665-8507
Project Title: Process Tank and Class IV Lift Station Cleaning Services
Project Number: 30131, 30132, 30133, 30135, 30140, 30142, 30143
Project Location: JEA
Funds: O&M
Budget Estimate: \$2,400,000.00

Scope of Work:

JEA is soliciting proposals for industrial services to remove & dispose of floating and solidified fats, oils, grease (FOG), grit and other entrained debris from various Process Tanks at Water Reclamation Facilities (WRFs) and Class IV Lift Stations. Process Tanks include, but are not limited to, Wet-wells, Aeration Basins, Primary and Secondary Clarifiers and Sequential Batch Reactors and Digesters. The accumulation of these residuals in the process tanks and pump stations can become malodorous, interfere with pumping operations and exacerbate the risk of a sewage spill or overflow.

This project will positively affect the following JEA Measure of Value:

- Environmental Value: Removing debris in the process tanks at the WRFs, increases tank volume and improves the overall treatment process. Removing debris in the Class IV lift stations helps to keep debris from clogging pumps and binding other associated equipment, reducing the potential for Sanitary Sewer Overflows (SSOs).

JEA IFB/RFP/State/City/GSA#: 091-19
Purchasing Agent: Kruck, Daniel R.
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
ACCURATE UTILITY SERVICES, INC	David Sherba	accurateutility@gmail.com	3060 Leon Road, Suite 105, Jacksonville FL 32246	(904) 564-5088	\$2,383,527.00

Amount for entire term of Contract/PO: \$2,383,527.00
Award Amount for remainder of this FY: \$0.00
Length of Contract/PO Term: Three (3) Years W/Two (2) – One (1) Yr. Renewals
Begin Date (mm/dd/yyyy): 10/01/2019
End Date (mm/dd/yyyy): 09/30/2022
Renewal Options: Yes – Two (2) – 1 Yr. Renewals
JSEB Requirement: N/A - Optional
BIDDERS:

Name	First Round	BAFO	Rank
ACCURATE UTILITY SERVICES, INC	\$2,537,427.00	\$2,383,527.00	1
WIND RIVER ENVIRONMENTAL OF FL, LLC (DBA METRO ROOTER PLUMBING)	\$2,548,950.00	\$2,548,950.00	2
UNIVERSAL SERVICE, INC.	\$8,558,115.00	N/A	3
U.S. SUBMERGENT TECHNOLOGIES	\$9,411,240.00	N/A	4

Background/Recommendations:

Advertised on 05/08/2019. Four (4) companies attended the optional pre-response meeting held on 05/22/2019. At response opening on 07/02/2019, JEA received four (4) Responses. Accurate Utility Services, Inc. and Metro Rooter Plumbing were short-listed and invited to submit Best and Final Offers (BAFO). JEA evaluated the companies on price only and Accurate Utility Services, Inc. is deemed the lowest responsive and responsible Respondent. A copy of the Response Form and Workbook are attached as backup.

The cleaning of process tanks and Class 4 lift stations will increase the performance of these items and in some cases are a requirement of permits. The award amount of \$2,383,527.00 is approximately 0.69% lower than the estimate due to clarifications during negotiations. The estimate was based on current unit pricing. The savings from current pricing is \$16,473.00 over the term of the contract. BAFO discussions resulted in price reduction of \$153,900.00. The unit prices may be increased by a CPI adjustment annually.

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:

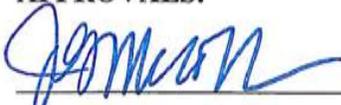
- Total cost difference: \$16,473.00
- Total sourcing savings: \$153,900.00

091-19 – Request approval to award a three (3) year contract to Accurate Utility Services, Inc., for services for Process Tank and Class IV Lift Station Cleaning in the amount of \$2,383,527.00, subject to the availability of lawfully appropriated funds.

Director: Vu, Hai X – Dir W/WW & Reuse Treatment

VP: Calhoun, Deryle I. Jr – VP/GM Water Wastewater Systems

APPROVALS:


9/19/19

 Chairman, Awards Committee Date


9/19/19

 Manager, Capital Budget Planning Date

091-19 BAFO Summary Evaluation Overview

Vendor Rankings	Round 1	BAFO Price	Points	Rank
Accurate Utility Services, Inc.	\$ 2,537,427.00	\$ 2,383,527.00	100.00	1
Wind River Environmental of FL, LLC (dba Metro Rooter Plumbing)	\$ 2,548,950.00	\$ 2,548,950.00	93.51	2
Universal Service, Inc.	\$ 8,558,115.00	N/A	N/A	N/A
U.S. Submergent Technologies	\$ 9,411,240.00	N/A	N/A	N/A

Addendum 3 - BAFO Response Form
091-19 Process Tank and Class IV Lift Station Cleaning Services

Submit an electronic copy to krucdr@jea.com

Company Name: Accurate Utility Services, Inc

Company's Address 3060 Leon Road, Suite 105, Jacksonville, Florida 32246

Phone Number: 904-564-5088 FAX No: 904-564-5089 Email Address: accurateutility@gmail.com

License Number: CFC057370 / CUC057211

RESPONSE SECURITY REQUIREMENTS <input checked="" type="checkbox"/> None required <input type="checkbox"/> Certified Check or Bond Five Percent (5%)	TERM OF CONTRACT <input type="checkbox"/> One Time Purchase <input checked="" type="checkbox"/> Annual Requirements – Three (3) Yrs w/Two (2) – 1 Yr. Renewals <input type="checkbox"/> Other, Specify- Project Completion
--	--

SAMPLE REQUIREMENTS <input checked="" type="checkbox"/> None required <input type="checkbox"/> Samples required prior to Response Opening <input type="checkbox"/> Samples may be required subsequent to Response Opening	SECTION 255.05, FLORIDA STATUTES CONTRACT BOND <input checked="" type="checkbox"/> None required <input type="checkbox"/> Bond required 100% of Response Award
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QUANTITIES <input type="checkbox"/> Quantities indicated are exacting <input checked="" type="checkbox"/> Quantities indicated reflect the approximate quantities to be purchased Throughout the Contract period and are subject to fluctuation in accordance with actual requirements.	INSURANCE REQUIREMENTS <p align="center">Insurance required</p>
--	--

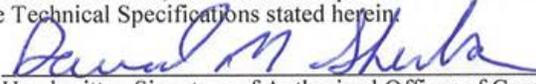
PAYMENT DISCOUNTS <input type="checkbox"/> 1% 20, net 30 <input checked="" type="checkbox"/> 2% 10, net 30 <input type="checkbox"/> Other _____ <input type="checkbox"/> None Offered	SUNSHINE LAW ACKNOWLEDGEMENT <p><i>Dms</i> (Initials) I have read and understood the Sunshine Law/Public Records clauses contained within this solicitation. I understand that in the absence of a redacted copy my response will be disclosed to the public "as-is".</p>
--	---

ENTER YOUR BAFO RESPONSE FOR ITN 091-19	TOTAL BAFO RESPONSE PRICE
Total BAFO Response Price for the Project (enter total from cell G30 in the Response Workbook)	\$ 2,383,527.00

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, that the Company is legally authorized to do business in the State of Florida, and that the Company maintains in active status an appropriate contractor's license for the work (if applicable). The 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 that meets the Technical Specifications stated herein.

We have received addenda _____
 _____ 1 through 3 _____


 Handwritten Signature of Authorized Officer of Company or Agent

8/20/19
 Date

David M. Sherba, President
 Printed Name and Title

Addendum 3 - BAFO Response Workbook						
091-19 Process Tank and Class IV Lift Station Cleaning Services						
Item	Enter Your Response for the Following Described Articles or Services	UOM	Company:		Accurate Utility Services, Inc	
			Approx. Annual volume	Three Year Forecast	Unit cost for Disposal	Estimated total cost
1a	Buckman WRF - 2400 Talleyrand Avenue, Jacksonville, FL 32206 - to the pad on site	Tons	800	2,400	\$ 78.00	\$ 187,200.00
1b	Buckman WRF - 2400 Talleyrand Avenue, Jacksonville, FL 32207 - Dewatered and disposed of at a properly permitted landfill site in accordance with applicable environmental regulations.	Tons	1,600	4,800	\$ 175.00	\$ 840,000.00
2a	Southwest WRF - 5420 118th Street, Jacksonville, FL 32244 - To Buckman WRF - 2400 Talleyrand Avenue, Jacksonville, FL 32206	Tons	50	150	\$ 91.00	\$ 13,650.00
2b	Southwest WRF - 5420 118th Street, Jacksonville, FL 32244 - Dewatered and disposed of at a properly permitted landfill site in accordance with applicable environmental regulations.	Tons	50	150	\$ 175.00	\$ 26,250.00
3a	Arlington East WRF - 1555 Millcoe Road, Jacksonville, FL 32225 - To Buckman WRF - 2400 Talleyrand Avenue, Jacksonville, FL 32206	Tons	450	1,350	\$ 91.00	\$ 122,850.00
3b	Arlington East WRF - 1555 Millcoe Road, Jacksonville, FL 32225 - Dewatered and disposed of at a properly permitted landfill site in accordance with applicable environmental regulations.	Tons	100	300	\$ 175.00	\$ 52,500.00
4a	Mandarin WRF - 10828 Hampton Road, Jacksonville, FL 32257 - To Buckman WRF - 2400 Talleyrand Avenue, Jacksonville, FL 32206	Tons	450	1,350	\$ 104.00	\$ 140,400.00
4b	Mandarin WRF - 10828 Hampton Road, Jacksonville, FL 32257 - Dewatered and disposed of at a properly permitted landfill site in accordance with applicable environmental regulations.	Tons	100	300	\$ 175.00	\$ 52,500.00
5a	Blacks Ford WRF - 5145-2 Longleaf Pine Parkway, St. Johns, FL 32259 - To Buckman WRF - 2400 Talleyrand Avenue, Jacksonville, FL 32206	Tons	45	135	\$ 104.00	\$ 14,040.00
5b	Blacks Ford WRF - 5145-2 Longleaf Pine Parkway, St. Johns, FL 32259 - Dewatered and disposed of at a properly permitted landfill site in accordance with applicable environmental regulations.	Tons	90	270	\$ 175.00	\$ 47,250.00
6a	Monterey WRF - 5802 Harris Street, Jacksonville, FL 32211 - To Buckman WRF - 2400 Talleyrand Avenue, Jacksonville, FL 32206	Tons	300	900	\$ 78.00	\$ 70,200.00
6b	Monterey WRF - 5802 Harris Street, Jacksonville, FL 32211 - Dewatered and disposed of at a properly permitted landfill site in accordance with applicable environmental regulations.	Tons	1	3	\$ 175.00	\$ 525.00
7a	Nassau Regional WRF - 96237 Amelia Concourse, Yulee, FL 32034 - To Buckman WRF - 2400 Talleyrand Avenue, Jacksonville, FL 32206	Tons	1	3	\$ 104.00	\$ 312.00
7b	Nassau Regional WRF - 96237 Amelia Concourse, Yulee, FL 32034 - Dewatered and disposed of at a properly permitted landfill site in accordance with applicable environmental regulations.	Tons	100	300	\$ 175.00	\$ 52,500.00
8a	Julington Creek WRF - 220 Davis Pond Boulevard, St. Johns, FL 32259 - To Buckman WRF - 2400 Talleyrand Avenue, Jacksonville, FL 32206	Tons	130	390	\$ 104.00	\$ 40,560.00
8b	Julington Creek WRF - 220 Davis Pond Boulevard, St. Johns, FL 32259 - Dewatered and disposed of at a properly permitted landfill site in accordance with applicable environmental regulations.	Tons	190	570	\$ 175.00	\$ 99,750.00
9a	Ponce De Leon WRF - 3152 South Ponte Vedra Boulevard, Ponte Vedra, FL 32082 - To Buckman WRF - 2400 Talleyrand Avenue, Jacksonville, FL 32206	Tons	25	75	\$ 104.00	\$ 7,800.00
9b	Ponce De Leon WRF - 3152 South Ponte Vedra Boulevard, Ponte Vedra, FL 32082 - Dewatered and disposed of at a properly permitted landfill site in accordance with applicable environmental regulations.	Tons	20	60	\$ 175.00	\$ 10,500.00
10a	Ponte Vedra WRF - 200 State Road A1A, Ponte Vedra, FL 32082 - To Buckman WRF - 2400 Talleyrand Avenue, Jacksonville, FL 32206	Tons	110	330	\$ 104.00	\$ 34,320.00
10b	Ponte Vedra WRF - 200 State Road A1A, Ponte Vedra, FL 32082 - Dewatered and disposed of at a properly permitted landfill site in accordance with applicable environmental regulations.	Tons	120	360	\$ 175.00	\$ 63,000.00
11a	District 2 WRF - 1840 Cedar Bay Rd., Jacksonville, FL 32218 - To Buckman WRF - 2400 Talleyrand Avenue, Jacksonville, FL 32206	Tons	215	645	\$ 91.00	\$ 58,695.00
11b	District 2 WRF - 1840 Cedar Bay Rd., Jacksonville, FL 32218 - Dewatered and disposed of at a properly permitted landfill site in accordance with applicable environmental regulations.	Tons	1	3	\$ 175.00	\$ 525.00
12a	Class IV Lift Station - To Buckman WRF - 2400 Talleyrand Avenue, Jacksonville, FL 32206	Tons	500	1,500	\$ 135.00	\$ 202,500.00
12b	Class IV Lift Station - Dewatered and disposed of at a properly permitted landfill site in accordance with applicable environmental regulations.	Tons	250	750	\$ 225.00	\$ 168,750.00
	Mobilization fee for Duval County	Fee	163	489	\$ 150.00	\$ 73,350.00
	Mobilization fee for St Johns County	Fee	8	24	\$ 150.00	\$ 3,600.00
TOTAL (for items 1 through 12 above - Enter this Amount on the BAFO Response Form)						\$ 2,383,527.00



Accurate Utility Services, Inc

3060 Leon Road
Suite 105
Jacksonville, FL 32246

(904) 564-5088 O.
(904) 564-5089 F.
accurateutility@gmail.com

CFC057370 • CUC057211

August 30, 2020

JEA
21 West Church Street
Jacksonville, FL 32202

REF: Business is Sold

To whom it may concern;

This letter is to notify you that my business was sold on Friday, July 31st, 2020. It was attained by Wind River Environmental (WRE), dba, Metro Rooter.

Any services and invoices after the above-mentioned date will be performed and billed by WRE, dba, Metro Rooter.

Please note that Wind River Environmental, dba, Metro Rooter will honor all existing contracted rates that were established with Accurate Utility Services, Inc:

Solicitation	Description	Contract Number	Current Supplier	Contract Value	Effective Date	Expires
091-19	Process Tank and Class IV Lift Station Cleaning Services	184581	Accurate Utility Services, Inc	\$2,383,527.00	10/01/2019	09/30/2022
075-18	Class I, II, III, IV Sewage Pumping Lift Station Wet Well Cleaning and Hauling Services	175397	Accurate Utility Services, Inc	\$429,225.00	06/29/2018	06/28/2023

Should you have any further questions, please contact me directly at (904) 571-4688.

Thank you for relationship and business.

Sincerely,

David M. Sherba
President



Division

This letter is to formally notify your company that on July 31, 2020, Accurate Utilities Inc, was acquired by Wind River Environmental, who does business locally as Metro Rooter. As of that date, all existing relationships with Accurate Utilities Inc will be performed and billed under Wind River Environmental, DBA Metro Rooter. Wind River Environmental is in the process of submitting any New Company Vetting material that is required and has been requested of us, by our customers. Please note that Wind River, dba-Metro Rooter will honor all contracted and existing rates that were established with Accurate Utilities Inc. until or unless new contracts and/or POs are mutually established and agreeable to both the Customer and Company.

If you have any questions pertaining to this information, please contact me directly, at: (904)652-5489

Sincerely,

A handwritten signature in black ink, appearing to read "D J Madine".

Daniel J. Madine
Branch Manager- Wind River Environmental
Metro Rooter



Formal Bid and Award System

Award #6 September 3, 2020

Type of Award Request: ASSIGNMENT
Requestor Name: Smith, Thaliah
Requestor Phone: (904) 665-8165
Project Title: Sewage Pump Lift Station Wet Well Cleaning and Hauling
Project Number: Various
Project Location: JEA
Funds: O&M
Budget Estimate: N/A

Scope of Work:

The purpose of this Invitation to Negotiate is to solicit pricing and select a vendor that can provide industrial services to remove and dispose of sand, grit, grease, and other entrained debris from various Class I, II, III wastewater influent pump station wet wells and disposal services at the lowest cost to JEA.

Removed debris from Class I, II and III lift stations shall be removed and deposited at the JEA Buckman, Water Reclamation Facility.

JEA IFB/RFP/State/City/GSA#: 075-18
CPA #: 175397
Purchasing Agent: Kruck, Daniel
Is this a Ratification?: No

RECOMMENDED AWARDEES:

Name	Vendor Contact	Email	Address	Phone	Amount
WIND RIVER ENVIRONMENTAL (dba METRO ROOTER)	Cindy Flowers	cflowers@wrenvironmental.com	8892 Normandy Blvd, Jacksonville, FL 32221	(904) 695-1911	\$0.00

Amount of Original Award: \$429,225.00
Date of Original Award: 06/28/2018
Assignment Adjustment Amount: \$0.00
New Not-To-Exceed Amount: \$429,225.00
Length of Contract/PO Term: Five (5) Years w/One (1) – 1 Yr. Renewal
Begin Date (mm/dd/yyyy): 08/06/2018
End Date (mm/dd/yyyy): 08/05/2023
Renewal Options: YES - One (1) – 1 Yr. Renewals
JSEB Requirement: N/A - Optional

Background/Recommendation:

Originally bid and approved by the Awards Committee on 06/28/2018 to Accurate Utility Services, Inc. in the amount of \$429,225.00. The original award item is attached for reference.

JEA was notified that Accurate Utility Services, Inc. was purchased by Wind River Environmental. Assignment of a contract must now be approved by the Awards Committee if the Awards Committee originally approved the award of the contract or an increase in the maximum indebtedness under the

contract. All assignments should be evidenced by an Assignment and Assumption Agreement drafted through the Office of General Counsel per the Office of General Counsel.

Request approval to reassign the JEA Accurate Utility Services, Inc. Contract Purchase Agreement 175397 to Wind River Environmental (dba Metro Rooter) for the Sewage Pump Lift Station Wet Well Cleaning and Hauling, subject to the execution of an Assignment and Assumption Agreement and the availability of lawfully appropriated funds.

Director: Sgambettera, John J – Mgr Wastewater Treatment and Reuse - South Grid

Chief: Vu, Hai X. – Interim GM Water Wastewater Systems

APPROVALS:

Chairman, Awards Committee **Date**

Budget Representative **Date**



Formal Bid and Award System

CPA175397 Award #3 June 28, 2018

Type of Award Request: INVITATION TO NEGOTIATE (ITN)
Request #: 6168
Requestor Name: Sgambettera, John J. - Mgr, WW Treatment Reuse North
Requestor Phone: (904) 665-7916
Project Title: Sewage Pump Lift Station Wet Well Cleaning and Hauling
Project Number: 30131, 30132, 30133, 30135, 30142, 30143
Project Location: JEA
Funds: O&M
Award Estimate: \$1,450,000.00

Scope of Work:

The purpose of this Invitation to Negotiate is to solicit pricing and select a vendor that can provide industrial services to remove and dispose of sand, grit, grease, and other entrained debris from various Class I, II, III, IV wastewater influent pump station wet wells and disposal services at the lowest cost to JEA.

Removed debris from Class I, II and III lift stations shall be removed and deposited at the JEA Buckman, Water Reclamation Facility. Removed debris from Class IV lift stations shall be disposed of by the vendor at an appropriate permitted disposal site or landfill.

JEA IFB/RFP/State/City/GSA#: 075-18
Purchasing Agent: Lovgren, Rodney Dennis
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
METRO ROOTER	Dan Coates	drsee@bellsouth.net	Certified Environmental Svcs 8892 Normandy Blvd. Jacksonville FL 32221	(904) 695-1911	\$774,375.00
ACCURATE UTILITY SERVICES INC.	David Sherba	accurateutility@bellsouth.net	3060 Leon Road Suite 105 Jacksonville, FL 32246	(904) 564-5088	\$429,225.00

Amount for entire term of Contract/PO: \$1,203,600.00
Award Amount for remainder of this FY: \$60,180.00
Length of Contract/PO Term: Five (5) Years w/One (1) – 1 Yr. Renewal
Begin Date (mm/dd/yyyy): 06/29/2018
End Date (mm/dd/yyyy): 06/28/2023

Renewal Options:

YES – One (1) – 1 Yr. Renewal

JSEB Requirement:

N/A - Optional

BIDDERS:

Name	First Round	BAFO	Comments
METRO ROOTER	\$1,580,070.00	\$1,137,570.00	
ACCURATE UTILITY SERVICES LLC	\$1,485,000.00	\$1,455,500.00	
ERS CORP	\$2,018,250.00	\$2,018,250.00	
MORAN ENVIRONMENTAL RECOVERY LLC	\$4,152,500.00	\$4,152,500.00	
UNIVERSAL SERVICE	\$4,503,350.00	N/A	
US SUBMERGENT	\$58,350.00	N/A	Only Bid 1 line

Background/Recommendations:

Advertised 03/27/2018. Four (4) vendors attended an optional pre-response meeting on 04/03/2018. At Response opening on 05/08/2018, JEA received six (6) Responses. There was concern that the amount of work under a single contract would be too much for one vendor to manage. Therefore, an addendum was issued to allow for one (1) primary contract, and up to two (2) secondary contracts.

Responses were evaluated on price only and Metro Rooter is deemed the lowest Responsive and Responsible Respondent for the primary contract with seventy percent (70%) of the work volume, and Accurate Utility was deemed the second lowest Responsive and Responsible Respondent for the secondary contract with thirty percent (30%) of the work volume.

<u>Vendor</u>	<u>Callouts</u>	<u>Percent</u>	<u>Price</u>	<u>Total</u>
Metro Rooter	2,065	70%	\$375.00	\$774,375.00
Accurate Utility Services LLC	885	30%	\$485.00	\$429,225.00
Total	2,950	100%		\$1,203,600.00

There is currently not a contract in place for these services. Services are purchased on a P-Card on an as-needed basis. When comparing to current pricing to the callout price based on share of work, there is a savings of \$787,650.00, of which \$318,600.00 was a result of the BAFO. The estimated work comes in approximately \$246,400.00 under the estimate. The unit rates are fixed for the first three (3) years of the contract, with a Consumer Price Index (CPI) price adjustment allowable in subsequent years.

It should be noted that for work associated with the Class IV lift stations (disposal services on a per-ton basis), JEA has evaluated the submitted pricing as higher than historical pricing. JEA will not use the contract for that work and plans to award work informally going forward. The Class IV station services are needed only a few times per year at a total estimated cost of \$6,000.00.

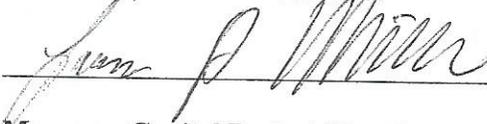
075-18 – Request approval to award a five (5) year contract to Metro Rooter in the amount of \$774,375.00, and Accurate Utility Services in the amount of \$429,225.00, for wet well cleaning and hauling services from various Class I, II, and III wastewater influent pump station, for a total not-to-exceed amount of \$1,203,600.00, subject to the availability of lawfully appropriated funds.

Director: Calhoun Jr., Deryle I. - Dir, Water, Wastewater & Reuse Treatment
VP: Roche, Brian J. - VP/GM Water Wastewater Systems

APPROVALS:

 6/28/18

Chairman, Awards Committee **Date**

 6/28/18

Manager, Capital Budget Planning **Date**

075-18 Addendum 5 **BAFO** APPENDIX B BID FORM
 CLASS I, II, III, IV SEWAGE PUMPING LIFT STATION WET WELL CLEANING AND HAULING SERVICES FOR JEA

Submit an electronic copy of the signed Bid Form and Bid Workbook by June 1, 2018, 12:00 PM Noon to: lovgrd@jea.com

Company Name: WIND RIVER ENVIRONMENTAL, LLC d/b/a METRO-ROOTER

Company's Address: 8892 NORMANDY BLVD. JAX, FL 32221

License Number: N/A

Phone Number: (904) 695-1911 FAX No: (904) 698 1800 Email Address: DANC@METROROOTER.COM

BID SECURITY REQUIREMENTS

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

TERM OF CONTRACT

- One Time Purchase
- Annual Requirements – Five (5) Yrs w/One (1) – 1 Yr. Renewal
- Other, Specify- Project Completion

SAMPLE REQUIREMENTS

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

SECTION 255.05, FLORIDA STATUTES CONTRACT BOND

- None required
- Bond required 100% of Bid Award

QUANTITIES

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

INSURANCE REQUIREMENTS

Insurance required

PAYMENT DISCOUNTS

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

Item No.	ENTER YOUR BID FOR THE FOLLOWING DESCRIBED ARTICLES OR SERVICES	TOTAL BID PRICE
1	Total Bid Price (from the Bid Workbook)	\$ <u>1,137,590.00</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".

BIDDER CERTIFICATION

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

We have received addenda

1 through 5

Dan Coates
 Handwritten Signature of Authorized Officer of Company or Agent

6/1/18
 Date

DAN COATES SUPERVISOR
 Printed Name and Title

Acknowledge receipt of this addendum on the Response Form

075-18 Appendix B BAFO - Bid Workbook
Class I, II, III, IV Sewage Pumping Lift Station Wet Well Cleaning
and Hauling Services for JEA

Item	Enter Your Bid for the Following Described Articles or Services	UOM	Approx. Annual volume	Five Year Forecast	Unit Price	Extended Price
1	Part I Work - Class I, II and III pump stations	Callout	590	2,950	\$ 375.00	\$ 1,106,250.00
2	Part II Work - Class IV stations	Ton	18	90	\$ 338.00	\$ 61,320.00
TOTAL BID PRICE (for items 1 and 2 above - Enter this Amount on the Bid Form)						\$ 1,167,570.00

075-18 Addendum 5 **BAFO** APPENDIX B BID FORM
 CLASS I, II, III, IV SEWAGE PUMPING LIFT STATION WET WELL CLEANING AND HAULING SERVICES FOR JEA

Submit an electronic copy of the signed Bid Form and Bid Workbook by June 1, 2018, 12:00 PM Noon to: lovgrd@jea.com

Company Name: Accurate Utility Services, Inc

Company's Address: 3060 Leon Road, Suite 105, Jacksonville, FL 32246

License Number: CFC057370 / CUC057211

Phone Number: (904) 564-5088 FAX No: (904) 564-5089 Email Address: accurateutility@bellsouth.net

BID SECURITY REQUIREMENTS

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

TERM OF CONTRACT

- One Time Purchase
- Annual Requirements - Five (5) Yrs w/One (1) - 1 Yr. Renewal
- Other, Specify- Project Completion

SAMPLE REQUIREMENTS

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

SECTION 255.05, FLORIDA STATUTES CONTRACT BOND

- None required
- Bond required 100% of Bid Award

QUANTITIES

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

INSURANCE REQUIREMENTS

Insurance required

PAYMENT DISCOUNTS

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

Item No.	ENTER YOUR BID FOR THE FOLLOWING DESCRIBED ARTICLES OR SERVICES	TOTAL BID PRICE
1	Total Bid Price (from the Bid Workbook)	\$ 1,455,500.00

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

BIDDER CERTIFICATION

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

We have received addenda

1 through 5

David M. Sherba

Handwritten Signature of Authorized Officer of Company or Agent

5/30/2018
Date

David M. Sherba, President
 Printed Name and Title

Acknowledge receipt of this addendum on the Response Form

075-18 Appendix B BAFO - Bid Workbook
Class I, II, III, IV Sewage Pumping Lift Station Wet Well Cleaning
and Hauling Services for JEA

Item	Enter Your Bid for the Following Described Articles or Services	UOM	Approx. Annual volume	Five Year Forecast	Unit Price	Extended Price
1	Part I Work - Class I, II and III pump stations	Callout	590	2,950	\$ 485.00	\$ 1,430,750.00
2	Part II Work - Class IV stations	Ton	18	90	\$ 275.00	\$ 24,750.00
TOTAL BID PRICE (for items 1 and 2 above - Enter this Amount on the Bid Form)						\$ 1,455,500.00

Award #3 Back-Up

075-18 first round

#	Enter Your Bid for the Following Described Articles or Services	UOM	Approx. Annual volume	Five Year Forecast	Current Pricing		Accurate Utility		Wind River/Metro Roofer	
					Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Part I Work - Class I, II and III pump stations	Callout	590	2,950	\$ 675	\$ 1,991,250	\$ 495	\$ 1,460,250	\$ 525	\$ 1,548,750
2	Part II Work - Class IV stations	Ton	18	90	\$ 92	\$ 8,250	\$ 275	\$ 24,750	\$ 348	\$ 31,320
Total Bid Price (for items 1 and 2 above - Enter this Amount on the Bid Form)						\$ 1,999,500		\$ 1,485,000		\$ 1,580,070
075-18 Appendix B - Bid Workbook - BAFO										
#	Enter Your Bid for the Following Described Articles or Services	UOM	Approx. Annual volume	Five Year Forecast	Unit Price	Total Extended Bid Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Part I Work - Class I, II and III pump stations	Callout	590	2,950	\$ 675	\$ 1,991,250	\$ 485	\$ 1,430,750	\$ 375	\$ 1,106,250
2	Part II Work - Class IV stations	Ton	18	90	\$ 92	\$ 8,280	\$ 275	\$ 24,750	\$ 348	\$ 31,320
Total Bid Price (for items 1 and 2 above - Enter this Amount on the Bid Form)						\$ 1,999,530		\$ 1,455,500		\$ 1,137,570

Price decreased X from Round 1
On a Percentage Basis

\$ 29,500.00
2%

\$ 442,500.00
28%

Savings vs. Current

\$ 531,000

70% Primary

#	Enter Your Bid for the Following Described Articles or Services	UOM	Approx. Annual volume	Five Year Forecast	Current Pricing		Wind River/Metro	
					Unit Price	Total Extended Bid Price	Unit Price	Extended Price
1	Part I Work - Class I, II and III pump stations	Callout	413	2,065	\$ 675	\$ 1,393,875	\$ 375	\$ 774,375
2	Part II Work - Class IV stations	Ton	18	90	\$ 92	\$ 8,280	\$ 348	\$ 31,320
Total Bid Price (for items 1 and 2 above - Enter this Amount on the Bid Form)						\$ 1,402,155		\$ 805,695

30% Secondary

#	Enter Your Bid for the Following Described Articles or Services	UOM	Approx. Annual volume	Five Year Forecast	Current Pricing		Accurate Utility	
					Unit Price	Total Extended Bid Price	Unit Price	Extended Price
1	Part I Work - Class I, II and III pump stations	Callout	177	885	\$ 675	\$ 597,375	\$ 485	\$ 429,225
2	Part II Work - Class IV stations	Ton	18	90	\$ 92	\$ 8,280	\$ 275	\$ 24,750
Total Bid Price (for items 1 and 2 above - Enter this Amount on the Bid Form)						\$ 605,655		\$ 453,975

\$ 300,000.00

\$ 787,650
Cost Avoidance (BAFO)

\$ 469,050
Cost Avoidance (no BAFO)

\$ 1,500,000.00

\$ 1,203,600
Discount off Budget



Accurate Utility Services, Inc

3060 Leon Road
Suite 105
Jacksonville, FL 32246

(904) 564-5088 O.
(904) 564-5089 F.
accurateutility@gmail.com

CFC057370 • CUC057211

August 30, 2020

JEA
21 West Church Street
Jacksonville, FL 32202

REF: Business is Sold

To whom it may concern;

This letter is to notify you that my business was sold on Friday, July 31st, 2020. It was attained by Wind River Environmental (WRE), dba, Metro Rooter.

Any services and invoices after the above-mentioned date will be performed and billed by WRE, dba, Metro Rooter.

Please note that Wind River Environmental, dba, Metro Rooter will honor all existing contracted rates that were established with Accurate Utility Services, Inc:

Solicitation	Description	Contract Number	Current Supplier	Contract Value	Effective Date	Expires
091-19	Process Tank and Class IV Lift Station Cleaning Services	184581	Accurate Utility Services, Inc	\$2,383,527.00	10/01/2019	09/30/2022
075-18	Class I, II, III, IV Sewage Pumping Lift Station Wet Well Cleaning and Hauling Services	175397	Accurate Utility Services, Inc	\$429,225.00	06/29/2018	06/28/2023

Should you have any further questions, please contact me directly at (904) 571-4688.

Thank you for relationship and business.

Sincerely,

David M. Sherba
President



Division

This letter is to formally notify your company that on July 31, 2020, Accurate Utilities Inc, was acquired by Wind River Environmental, who does business locally as Metro Rooter. As of that date, all existing relationships with Accurate Utilities Inc will be performed and billed under Wind River Environmental, DBA Metro Rooter. Wind River Environmental is in the process of submitting any New Company Vetting material that is required and has been requested of us, by our customers. Please note that Wind River, dba-Metro Rooter will honor all contracted and existing rates that were established with Accurate Utilities Inc. until or unless new contracts and/or POs are mutually established and agreeable to both the Customer and Company.

If you have any questions pertaining to this information, please contact me directly, at: (904)652-5489

Sincerely,

A handwritten signature in black ink, appearing to read "D J Madine".

Daniel J. Madine
Branch Manager- Wind River Environmental
Metro Rooter



Formal Bid and Award System

Award #7 September 3, 2020

Type of Award Request: CONTRACT INCREASE
Requestor Name: Ryan, Jeanne E. - Appointed Process Assignment
Requestor Phone: (904) 665-5818
Project Title: Janitorial Services - Sheltered Market - Substations and Lift Stations
Project Number: HE30800, 8006317
Project Location: JEA
Funds: O&M
Budget Estimate: N/A

Scope of Work:

The purpose of this solicitation is to establish pricing for janitorial services at JEA buildings located in substations, lift stations, chiller plants, water treatment plants and wastewater treatment plants. This work includes all labor, supervision, materials, tools, equipment and reporting requirements necessary for performing the work.

JEA IFB/RFP/State/City/GSA#: 078-16
Purchasing Agent: Selders, Elaine
Is this a Ratification?: YES

There was an accounting error discovered while creating this award that needs to be corrected. The Ratification amount is \$60,733.27.

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
EVERSAFE BUILDING MAINTENANCE CORPORATION	JR Meadows	jrmeadows@bellsouth.net	550 Balmoral Circle North Suite 209, Jacksonville FL 32218	(904) 874-4098	\$658,979.71

Amount of Original Award: \$177,782.00 (One Year Amount)
Date of Original Award: 07/11/2016
Change Order Amount: \$658,979.71

List of Previous Change Order/Amendments:

CPA #	Amount	Date
156430	\$373,342.20	02/09/2017
156430	\$395,941.52	04/25/2019
156430	\$94,706.57	08/28/2020

New Not-To-Exceed Amount: \$1,700,752.00
Length of Contract/PO Term: One (1) Year w/Two (2) – 2 Yr. Renewals
Begin Date (mm/dd/yyyy): 07/11/2016

End Date (mm/dd/yyyy): 07/10/2021
Renewal Options: None remaining
JSEB Requirement: 100% - Sheltered Market
Comments on JSEB Requirements: Eversafe Building Maintenance is a certified JSEB

Background/Recommendations:

Competitively bid and approved by the Awards Committee on 07/11/2016 for a one (1) year term ending 07/12/2017, in the amount of \$177,782.00. The Awards Committee approved the first two (2) year renewal on 02/09/2017, in the amount of \$373,342.20. The Awards Committee approved the second two (2) year renewal on 04/25/2019, in the amount of \$395,941.52. The second renewal award is attached as back-up.

This request is for a contract increase to the Eversafe Building Maintenance Corporation Janitorial contract at the Substations and Lift Stations. The additional funds are primarily required due to increased disinfecting services related to COVID-19, along with increase in site cleanings. These include an increase in the number of visits to Blackford, an additional building at Blackford, the new Buckman admin building, including its Wellness Center and the addition of two (2) substations, one (1) W/W treatment plant, three (3) water treatment plants, and one (1) lift station. In addition, we are also anticipating two (2) new substations and two (2) new water treatment plants during the next fiscal year. Due to these increased service levels and timing of this award, an administrative increase of ten percent (10%) was approved to add \$94,706.57, for a new not-to-exceed amount of \$1,041,772.29.

The award amount break down is based off the regular monthly spend of approximately \$19,154.57, the addition of \$377.43 for the wellness centers and \$42,276.00 for the additional COVID-19 services, for a total of \$61,808.00 per month.

For the past few years, JEA has contracted with two (2) janitorial suppliers. Trusted Hand, Inc. represents fifty-five percent (55%) of the JEA janitorial spend, while Eversafe Building Maintenance holds the contract for the JSEB sheltered market at the generating, water and wastewater plants, substations and lift stations representing the other forty-five percent (45%) of the spend.

Request approval to award a contract increase to Eversafe Building Maintenance Corporation for Janitorial Services at buildings located in substations, lift stations, chiller plants, water treatment plants and wastewater treatment plants in the amount of \$658,979.71, for a new not-to-exceed amount of \$1,700,752.00, subject to the availability of lawfully appropriated funds.

Manager: Crane, Christopher T. - Manager, Facilities Operations
Chief: McElroy, Alan D. - Interim Chief Supply Chain Officer

APPROVALS:

Chairman, Awards Committee **Date**

Budget Representative **Date**



Formal Bid and Award System

Award #3 April 25, 2019

Type of Award Request: RENEWAL
Request #: 6597
Requestor Name: Ryan, Jeanne E. - Appointed Process Assignment
Requestor Phone: (904) 665-5818
Project Title: Janitorial Services - Sheltered Market - Substations and Lift Stations
Project Number: HE30800
Project Location: JEA
Funds: O&M
Budget Estimate: \$395,941.00

Scope of Work:

The purpose of this solicitation is to establish pricing for janitorial services at JEA buildings located in substations, lift stations, chiller plants, water treatment plants and wastewater treatment plants. This work includes all labor, supervision, materials, tools, equipment and reporting requirements necessary for performing the work.

This project will positively affect JEA Measures of Value:

- Customer Value – Clean facilities create customer value by improving the work environment for the employee and an aesthetically pleasing environment for customer visits. Having a well-kept workplace improves workforce morale resulting in greater commitment to corporate productivity and better safety compliance.

JEA IFB/RFP/State/City/GSA#: 078-16
Purchasing Agent: Selders, Elaine
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
EVERSAFE BUILDING MAINTENANCE CORPORATION	JR Meadows	jrmeadows@bellsouth.net	550 Balmoral Circle North Suite 209, Jacksonville FL 32218	(904) 874-4098	\$395,941.52

Amount of Original Award: \$177,782.00 (One Year Amount)
Date of Original Award: 07/11/2016
Change Order Amount: \$395,941.52
List of Previous Change Order/Amendments:

CPA #	Amount	Date
154591	\$373,342.20	02/09/2017

New Not-To-Exceed Amount: \$947,065.72
Length of Contract/PO Term: One (1) Year w/Two (2) – 2 Yr. Renewals
Begin Date (mm/dd/yyyy): 07/11/2016
End Date (mm/dd/yyyy): 07/10/2021
Renewal Options: NO
JSEB Requirement: 100% - Sheltered Market

Comments on JSEB Requirements: Eversafe Building Maintenance is a certified JSEB

Background/Recommendations:

Competitively bid and approved by the Awards Committee on 07/11/2016 for a one (1) year term ending 07/12/2017, in the amount of \$177,782.00. The first two (2) year renewal was approved by the Awards Committee on 02/09/2017. The renewal award is attached as back-up.

This request is to award the second of the optional two (2) year renewals, bringing the contract term to 07/10/2021. Eversafe Building Maintenance Corporation has performed well and the spend amount is on track to date, based off of JEA's estimated needs from the original solicitation. This renewal request increased due to the addition of seven (7) sites. The price for each site varies depending on size and service requirements. Based on the cost of services for those sites, a 6% increase in the contract was needed. Through negotiations, the company has agreed to hold current pricing and forgo the allowable price increases through CPI, saving JEA three percent (3% current rate), or \$11,878.25.

Request approval to award a two (2) year renewal to Eversafe Building Maintenance Corporation for Janitorial Services at buildings located in substations, lift stations, chiller plants, water treatment plants and wastewater treatment plants in the amount of \$395,941.52, for a new not-to-exceed amount of \$947,065.72, subject to the availability of lawfully appropriated funds.

Manager: Crane, Christopher T. - Manager, Facilities Operations
Director: McElroy, Alan D. - Director Operations Support Services
VP: McCarthy, John P. - VP & Chief Supply Chain Officer

APPROVALS:


 _____ 4/25/19
Chairman, Awards Committee **Date**


 _____ 4/25/19
Manager, Capital Budget Planning **Date**