

Welcome to the JEA Awards Meeting

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

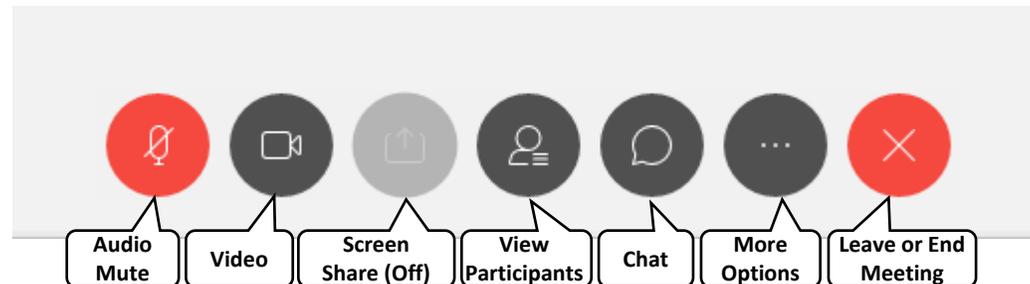
We will unmute your lines during the public comment time and provide opportunity for you to speak.

During the meeting, interested persons can also email **Halley Stewart** at reimhj@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 9:00 a.m. to be read during the public comment portion of the meeting.

Please contact **Halley Stewart** by telephone at **(904) 665-8815** or by email at reimhj@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: Friday, April 1, 2022

TIME: 10:00 A.M.

PLACE: JEA, Customer Center, Bid Office, 1st Floor, 21 West Church Street, Jacksonville, FL
32202 OR
WebEx/Teleconference
WebEx Meeting Number (access code): 2318 375 6345
WebEx Password: pxP6CqUSt63

Public Comments:

Awards:

1. Approval of the minutes from the last meeting (03/24/2022).
2. Request approval to award a contract increase to Ricoh in the amount of \$88,010.52 for mail room services for a new not-to-exceed amount of \$333,530.52, subject to the availability of lawfully appropriated funds.
3. 1410379448 – Request approval to award a contract to Mobile Communications America, Inc. for Northside Generating Station Bi-Directional Amplifier Supply and Installation in the amount of \$523,578.00, subject to the availability of lawfully appropriated funds.
4. Request approval to award a contract to Duval Ford for JEA Fleet Services Medium Duty Vehicle Maintenance and Repair Services in the amount of \$3,220,306.80, subject to the availability of lawfully appropriated funds.
5. Request approval of purchase from CrossRoad United Methodist Church, Inc. for the subject property – Easement Acquisition Purchase for a total not-to-exceed amount of \$72,000.00, subject to the availability of lawfully appropriated funds.
6. 1410567046 – Request approval to award a five (5) year Contract to Cook Electrical, Inc. for fiber optic cable overhead repair and maintenance work in the amount of \$2,941,740.00, subject to the availability of lawfully appropriated funds.

Informational Items: 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.

04-01-2022 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 03/24/2022 meeting.
2	Renewal	Brooks	\$88,010.52	\$88,010.52	RICOH USA, INC	Three (3) Years – 1 Yr. Renewal	<p><u>Mail Center Operations</u></p> <p>The purpose of this Invitation to Negotiate (the "ITN") is to evaluate and select a Respondent that can provide daily mail center operations and courier services at the best value to JEA. This Work includes providing personnel for JEA's mailroom 40 hours/week to handle daily mailroom functions. Mailroom functions include, but are not limited to, sorting and prioritizing mail; metering mail, preparing certified letters, receiving and sending express mail; and tracking of pick-ups and deliveries.</p> <p>The currently monthly rate is \$7,161.00, the new monthly rate will be \$7,334.21 which is an increase 2.42% for this one (1) year renewal. The monthly fee is fixed for the term of the renewal & deemed reasonable.</p> <p>Request approval to award a contract increase to Ricoh in the amount of \$88,010.52 for mail room services for a new not-to-exceed amount of \$333,530.52, subject to the availability of lawfully appropriated funds.</p>
3	Invitation for Bid (IFB) 1 bidder	Krol	\$450,000.00	\$523,578.00	Mobile Communications America, Inc.	Project Completion	<p><u>Northside Generating Station Bi-Directional Amplifier Supply and Installation</u></p> <p>The purpose of this solicitation is to purchase supply and installation of a bi-directional amplifier. The bi-directional amplifier is an 800 MHz Comba Fiber DAS (Distributed Antenna System) at the Northside Generating Station located at 4377 Heckscher Drive, Jacksonville, FL 32226 to enhance signal coverage. This plant is operational 24-7, 365 days a year, and as such, the contractor shall take all the necessary steps to prevent any impacts to the daily operations.</p> <p>This award is for \$523,578.00 for supply and installation of a 800 MHz Comba Fiber DAS (Distributed Antenna System) The purpose of this purchase is to enhance signal coverage. JEA separately solicited the assistance of a third party vendor to perform a full site survey to determine the areas where adequate signal coverage is not being met per Public Safety code. The areas where the inside and outside coverage is to be enhanced is as follows:</p> <ul style="list-style-type: none"> • Building 68 (Maintenance Facility) • Power Block Room attached to the Maintenance Facility • Building 29 (Warehouse Supplies) • Building 33

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						<ul style="list-style-type: none"> • Building 74 • AQCS Building • Ground Floor (Level 1) and Mezzanine Floor (Level 2) of the Main Turbine Building, including all of the electrical buss rooms <p>There is NOT adequate signal coverage in the above areas, for Public Safety, per code NFPA Ch.11.10. The code recommends 95% area of better than -95 dBm and 99% area of >-95 dBm for critical areas, such as stairs, elevators, and fire command center.</p> <p>The award amount includes a ten (10%) percent supplemental work allowance (SWA). The award amount with the SWA is approximately \$90,000.00 higher than the budget estimate. The budget estimate was lower than the award request because there was a price increase in the materials and labor required for this system. The original estimate was prepared months before the package was sent out for bid. JEA has completed a budget transfer to cover the additional funds needed for this project.</p> <p>1410379448 – Request approval to award a contract to Mobile Communications America, Inc. for Northside Generating Station Bi-Directional Amplifier Supply and Installation in the amount of \$523,578.00, subject to the availability of lawfully appropriated funds.</p>
4	Invitation to Negotiate (ITN) 2 respondents	McElroy	\$1,947,840.00	\$3,220,306.80	Duval Ford	<p style="text-align: center;">Three (3) Year w/Two (2) – One (1) Yr. Renewals</p> <p><u>JEA Fleet Services Medium Duty Vehicle Maintenance and Repair Services</u></p> <p>The purpose of this Invitation to Negotiate (the "ITN") is to solicit pricing for the maintenance and repair services for JEA's Medium Duty Vehicle Fleet. The services that will be performed under this scope will be at a minimum preventative maintenance, corrective maintenance, yard checks, and road calls to support JEA operations. To date, there are 460 Medium Duty Vehicle assets that will be part of this program with the majority of them being Ford vehicles (418 vehicles) and the remainder Dodge vehicles (42 vehicles).</p> <p>Over the past three (3) years, JEA's Medium Duty Maintenance and Repair was performed by Coggin Ford. With the contract expiring on June 15th of this year, the JEA team, which includes members from Procurement, Operations Support Services, and Fleet Services have worked together to improve the service commodity by focusing on the following areas:</p> <ul style="list-style-type: none"> • Leveraging JEA's purchasing power through 1) grouping brand specific assets, and 2) revised maintenance forecasting • Allowing the maintenance providers to contribute to the projected maintenance plan development

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						<p>This solicitation was grouped into three (3) categories: Medium Duty Dodge, Medium Duty and Yardwork for (2) locations. Within Medium Duty Dodge and Medium Duty, projections for Ad Hoc Services to cover for storm support, upfitting/down fitting, technician support and Fleet's Fire Extinguisher program were included in an effort to capture pricing and potential savings should the services be required. Each section was to be awarded individually to highest ranked Company. JEA evaluated both companies, based on minimum qualifications, pricing, professional experience, location, availability, and cost containment efficiencies. Duval Ford was deemed the highest overall value to JEA. The decision was made to reduce the overall BAFO Award amount to more closely align with actual requirements.</p> <p>The award amount of \$3,278,654.21 was calculated by using the existing fleet makeup and the corresponding projected maintenance, both preventative and corrective, that will occur over the next three (3) year period. These numbers can fluctuate depending on actual usage of the vehicle, future fleet purchases and retirements, the severity and frequency of major repairs, along with fleet plans as part of JEA growth.</p> <p>Request approval to award a contract to Duval Ford for JEA Fleet Services Medium Duty Vehicle Maintenance and Repair Services in the amount of \$3,278,654.21, subject to the availability of lawfully appropriated funds.</p>
5	Real Estate Directive	Dutton	N/A	\$72,000.00	CrossRoad United Methodist Church, Inc.	<p style="text-align: center;"><u>CrossRoad United Methodist Church, Inc. – Easement Acquisition</u></p> <p>JEA has negotiated an easement purchase with CrossRoad United Methodist Church, Inc. to install this pipeline for the Southside Integrated Piping System (SIPS) Program.</p> <p>Several years ago, JEA installed a water line crossing the St. Johns River by the Mathews Bridge as part of the Total Water Management Plan Project. This large water line moves water from the north grid to the south grid of Duval County. The project's final connection station was a water plant in the Arlington area near Southside Blvd and Bradley Road. JEA is now connecting this pipeline from the Bradley Road station to the Deerwood WTP off Southside Blvd. The route is several miles long and it will be in COJ's public right of way for the majority of the project. However, there is a section where it jumps into a JEA electric corridor that crosses JTB. In the eastern 75 feet, JEA only has an electric easement interest. With this project, we are purchasing an easement to install this pipeline and any future pipelines in the eastern 75 feet of the entire corridor.</p>

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							<p>JEA has negotiated an easement acquisition with CrossRoad United Methodist Church, Inc. It should be noted that the appraisal was completed for 4.26 acres, but the church has since sold a portion of the property and has just the 1.69 acres remaining. The 1.69 acres was used to calculate the appraised value of this land at \$70,980.00 as shown on the Appraised Value Calculation spreadsheet attached as backup. There will be a separate award in the future for the remainder of the easement rights to the north of this property.</p> <p>Request approval of purchase from CrossRoad United Methodist Church, Inc. for the subject property – Easement Acquisition Purchase for a total not to exceed amount of \$72,000.00, subject to the availability of lawfully appropriated funds.</p>
6	Invitation for Bid (IFB) 1 bidder	Krol	\$3,000,000.00	\$2,941,740.00	Cook Electrical, Inc.	Five (5) Years w/One (1) – 1 Yr. Renewal	<p><u>Fiber Optic Cable Overhead Repair and Maintenance</u></p> <p>This scope of work provides fiber optic cable overhead repair, and maintenance services as needed at various JEA sites This scope of work also includes fiber optic cable relocates or laterals, maintenance/non-emergency repair, and emergency repair within the JEA Service area. The contractor is responsible for all labor, equipment and consumables required to complete the specified service-related work detailed in the technical specification. This scope includes:</p> <ol style="list-style-type: none"> 1. Installation/removal of overhead cable 2. Installation/relocation of overhead hardware 3. Miscellaneous minor labor 4. Emergency installation/removal of overhead cable 5. Emergency installation/relocation of overhead hardware 6. Emergency miscellaneous minor labor 7. Supplemental Work Allowance (Contractor Supplied Materials and Equipment) <p>This request is for \$2,941,740.00 for five (5) years from 04/01/2022 to 03/31/2027. The rates from the prior contract are maintained in this new award request. However, JEA has estimated a 78% increase of hours required for the same five (5) year term of contract. This is because of projected road construction projects through FDOT / COJ, as well as, Bay Street Innovation Corridor and other projected project work under the Fiber Renew and Replace project.</p> <p>1410567046 – Request approval to award a five (5) year Contract to Cook Electrical, Inc. for fiber optic cable overhead repair and maintenance work in the amount of \$2,941,740.00, subject to the availability of lawfully appropriated funds.</p>

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Total Award				\$ 6,845,635.32			
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JEA AWARDS COMMITTEE

MARCH 24, 2022 MEETING MINUTES

The JEA procurement Awards Committee met on March 24, 2022, in person with a WebEx option.

WebEx Meeting Number (access code): 160 199 4252

WebEx Password: pxP6CqUSt63

Members in attendance were Jenny McCollum as Chief Procurement Officer, Stephen Datz as Chairperson (on site), Hai Vu as Vice Chairperson (on site), Laure Whitmer as Budget Representative, Rebecca Lavie as Office of General Counsel Representative; with Ricky Erixton, Joe Orfano (onsite), and Jordan Pope for Laura Dutton. Unless otherwise indicated, all attendees were via WebEx.

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

Public Comments:

Chair Datz 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:

1. Approval of the minutes from the last meeting (03/17/2022). Chair Datz verbally presented the Committee Members the proposed March 17, 2022 minutes as presented.

MOTION: Hai Vu made a motion to approve the March 17, 2022 minutes (Award Item 1). The motion was seconded by Joe Orfano and approved unanimously by the Awards Committee (5-0).

The Committee Members reviewed and discussed the following Awards Items 2 – 6, 8:

2. Request approval to award a contract to the developer, Mattamy Jacksonville, LLC for the construction of the reclaimed water main and sewer force main by T.G. Utility Company, Inc for the Rivertown Parcel 47 project in the amount of \$664,698.00, subject to the availability of lawfully appropriated funds.

MOTION: Jordan Pope made a motion to approve Award Item 2 as presented in the committee packet. The motion was seconded by Hai Vu and approved unanimously by the Awards Committee (5-0).

3. Request approval to award contracts to Mitsubishi Electric Power Products, Inc. for Item VCBAR002 carried in JEA's inventory stock for a total amount of \$3,028,536.00 subject to the availability of lawfully appropriated funds.

MOTION: Joe Orfano made a motion to approve Award Item 3 as presented in the committee packet. The motion was seconded by Hai Vu and approved unanimously by the Awards Committee (5-0).

4. 1410515446 - Request approval to rescind this solicitation, and reject all Responses received in anticipation of rebidding.

MOTION: Hai Vu made a motion to approve Award Item 4 as presented in the committee packet. The motion was seconded by Jordan Pope and approved unanimously by the Awards Committee (5-0).

5. 1410518246 – Request approval to award a contract to Foresight Construction Group, Inc. for construction services for the District II (Cedar Bay) Water Reclamation Facility Warehouse in the amount of \$1,881,000.00, subject to the availability of lawfully appropriated funds.

MOTION: Hai Vu made a motion to approve Award Item 5 as presented in the committee packet. The motion was seconded by Ricky Erixton and approved unanimously by the Awards Committee (5-0).

6. Request approval to award a contract increase to Wharton-Smith, Inc. for the early work package as part of the Buckman Biosolids Conversion Projects in the amount of \$14,397,053.00, for a new not-to-exceed amount of \$46,993,990.00, subject to the availability of lawfully appropriated funds.

MOTION: Hai Vu made a motion to approve Award Item 6 as presented in the committee packet. The motion was seconded by Joe Orfano and approved unanimously by the Awards Committee (5-0).

7. **DEFERRED** - Request approval to award a contract to Duval Ford for JEA Fleet Services Medium Duty Vehicle Maintenance and Repair Services in the amount of \$5,034,157.08, subject to the availability of lawfully appropriated funds.
8. Request approval to award a contract increase to Anixter, Inc. for Primary, Secondary, and Fiber Optic Wire and Cable in the amount of \$1,239,637.78, for a new total not-to-exceed amount of \$2,462,549.23, subject to the availability of lawfully appropriated funds.

MOTION: Jordan Pope made a motion to approve Award Item 8 as presented in the committee packet. The motion was seconded by Joe Orfano 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

Public Comments:

No additional public comment speaking period was taken.

Adjournment:

Chair Datz adjourned the meeting at 10:28 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/



Formal Bid and Award System

Award #2 April 1, 2022

Type of Award Request: RENEWAL
Requestor Name: Hutchinson, Jasen C. - Dir Information Governance
Requestor Phone: 904-665-7461
Project Title: Mail Center Operations
Project Number: HEA0506
Project Location: JEA
Funds: O&M
Budget Estimate: \$88,010.52

Scope of Work:

The purpose of this Invitation to Negotiate (the "ITN") is to evaluate and select a Respondent that can provide daily mail center operations and courier services at the best value to JEA. This Work includes providing personnel for JEA's mailroom 40 hours/week to handle daily mailroom functions. Mailroom functions include, but are not limited to, sorting and prioritizing mail; metering mail, preparing certified letters, receiving and sending express mail; and tracking of pick-ups and deliveries.

JEA IFB/RFP/State/City/GSA#: 95650
Purchasing Agent: Lovgren, Rodney
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
RICOH USA, INC.	Daniel Victory	Daniel.victory@ricoh-usa.com	70 Valley Stream Parkway, Malvern, PA 19355-1453	904-510-1578	\$88,010.52

Amount of Original Award: \$245,520.00
Date of Original Award: 03/31/2019
Change Order Amount: \$88,010.52
New Not-To-Exceed Amount: \$333,530.52
Length of Contract/PO Term: Three (3) Years – 1 Yr. Renewal
Begin Date (mm/dd/yyyy): 03/31/2019
End Date (mm/dd/yyyy): 03/30/2023
Renewal Options: None remaining
JSEB Requirement: N/A - Optional

Background/Recommendations:

Originally informally awarded 03/31/19 as the result a competitive ITN. The original informal award was to Ricoh USA, Inc. A copy of the original contract and evaluation is provided as back up.

JEA is renewing this contract to facilitate the use of the consistent services provided by Ricoh in the final time period of operations of the JEA mail room at the existing 21 West Church Street location, as well as,

to support transition to the new Headquarters. Additionally, RICOH, will check supplies in copy rooms on floors 1-7 twice a week to keep supplies adequate in the copy rooms and that the mailroom will be a hub for people to obtain supplies during this renewal. JEA will evaluate bidding these services in the future, after transition to the new headquarters.

The currently monthly rate is \$7,161.00, the new monthly rate will be \$7,334.21 which is an increase 2.42% for this one (1) year renewal. The monthly fee is fixed for the term of the renewal & deemed reasonable.

Request approval to award a contract increase to Ricoh in the amount of \$88,010.52 for mail room services for a new not-to-exceed amount of \$333,530.52, subject to the availability of lawfully appropriated funds.

VP/Chief: Brooks, Jody L. - Chief Administrative Officer

APPROVALS:

Stephen Datz 4/4/22
Chairman, Awards Committee **Date**

Laure A Whitmer 4/5/22

Budget Representative **Date**



**AMENDMENT NUMBER ONE (1)
TO THE MASTER SERVICE AGREEMENT**

This Amendment No. 1 (“**Amendment**”) is effective as of the 1st day of April 2022 (the “**Amendment Effective Date**”), and amends the Master Service Agreement, dated as of the 1st day of April 2019 (“**Agreement**”), by and between JEA (“**Customer**”) and Ricoh USA, Inc. (“**Ricoh**”). Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Agreement. Customer and Ricoh are referred to herein collectively as the “Parties” and individually, each a “Party.”

WHEREAS, the Parties have entered into that certain Agreement for Ricoh’s provision of the Services, Equipment and other products to Customer in accordance with the terms and conditions set forth therein; and

WHEREAS, the Parties now desire to amend the Agreement, in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in connection with the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Term.** As of the Amendment Effective Date, the term of the Agreement is hereby extended through April 1, 2023.
2. **Section 2 entitled “Maximum Indebtedness”.** As of the Amendment Effective Date, Section 2 of the Agreement shall read as follows:

“JEA’s Maximum Indebtedness under this Contract shall not exceed Three Hundred Thirty-Three Thousand Five Hundred Thirty and 52/100 Dollars (\$333,530.52) which shall be invoiced according to Exhibit B, attached hereto, as amended. Company’s Contract Fee Schedule is attached hereto as Exhibit B.”

3. **Section 3 entitled “Fees and Charges”.** As of the Amendment Effective Date, the following shall be added to Section 3 of the Agreement:

“If Ricoh determines (in its reasonable and good faith discretion) that it must increase compensation paid to Personnel who are performing the On-Site Services due to a change in legislation (including delayed implementation of legislation) or a similar event outside of Ricoh’s reasonable control affecting labor costs in a material manner, then Ricoh may, upon thirty (30) days’ advance notice to Customer and with a mutually executed contractual amendment, increase its charges under the applicable Order Form by a reasonable amount related to the compensation increase.”

4. **Exhibit B – Base Management Fee.** As of the Amendment Effective Date, the Base Management Fee in Exhibit B of the Agreement shall be \$7,334.21 per month.

4. **New Move** – After moving into the new building this summer, the mailroom personnel is to check supplies in copy rooms on floors 1-7 twice a week to keep supplies adequate in the copy rooms and that the mailroom will be a hub for people to obtain supplies.

Entire Agreement; Amendment. To the extent there is a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control. Except as specifically set forth above, all



terms and conditions of the Agreement, including any amendments thereto, shall remain in full force and effect without modification thereto, and the Agreement shall remain a binding obligation of the parties.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have executed this Amendment as of the Amendment Effective Date.

CUSTOMER

By: _____
Name: _____
Title: _____
Date: _____

RICOH USA, INC.

By: _____
Name: _____
Title: _____
Date: _____

MASTER SERVICE AGREEMENT

CUSTOMER INFORMATION					
Full Legal Name	JEA				
Address	21 W. Church St.				
City	Jacksonville	State	FL	Zip Code	32202

This Master Service Agreement (this "Agreement") is made by and between Ricoh USA, Inc. ("Ricoh"), with its principal place of business at 70 Valley Stream Parkway, Malvern, PA 19355-1453 and the customer listed above ("Customer"). This Agreement shall be effective from February 1, 2019, and shall remain in effect until February 1 2022, (the "Term") with the option of a one (1) year renewal which shall be executed by both parties. Any expiration or earlier termination of this Agreement shall not, however, be deemed to terminate, alter or otherwise modify the term of any Order Form entered into by the parties, which shall remain in effect in accordance with its terms. In the event of any conflict between the terms and conditions set forth in this Agreement and the terms and conditions set forth in an Order Form, the terms and conditions of the Order Form shall control.

1. Services. Ricoh shall provide JEA with the services described in Exhibit A, attached hereto.

2. Maximum Indebtedness. JEA's Maximum Indebtedness under this Contract shall not exceed Two Hundred Forty Five Thousand Five Hundred Twenty and 00/100 Dollars (\$245,520.00) which shall be invoiced in accordance Exhibit B, attached hereto. Company's Contract Fee Schedule is attached hereto as Exhibit B.

3. Fees and Charges. Customer shall pay the minimum fees for the Services and the fees for any additional Services as specified on Exhibit B. The parties acknowledge the Customer is exempt from sales tax and documentation of the exemption shall be provided upon request. To the extent that Customer requests that Ricoh registers with a third-party vendor prequalification service and Ricoh agrees to register, Customer will be charged for Ricoh's registration and any other related fees for registering with such service and this Agreement shall be the only terms and conditions to govern such registration and service.

4. Invoicing and Payment. Ricoh shall invoice Customer in advance for the fees stated in Exhibit B. Payments are due within thirty (30) days from the date of the receipt of applicable invoice. If any undisputed invoiced amount is not paid within 30 days from receipt of the invoice Customer will pay, in addition to that amount, a late charge of 1.5% of the overdue payment.

Ricoh shall submit all invoices in accordance with the payment method agreed upon in these Agreement. Invoices shall be submitted to the following email address: ACCTPAYCUSTSRV@JEA.COM, or if the Ricoh does not have email capability, it can mail hard copies to: JEA Accounts Payable, P.O. Box 4910, Jacksonville, FL 322014910. JEA will pay the Ricoh the amount requested within thirty (30) calendar days after receipt of an Invoice from the Ricoh subject to the provisions stated below.

JEA may reject any Invoice within 20 calendar days after receipt. JEA will return the Invoice or Application for Payment to the Ricoh stating the reasons for rejection.

Upon receipt of an acceptable revised Invoice or Application for Payment, JEA will pay the Respondent the revised amount within ten (10) days,

JEA may withhold payment if the Ricoh is in violation of any conditions or terms of the Contract Documents.

In the case of early termination of the Contract, all payments made by

JEA against the Contract Price prior to notice of termination shall be credited to the amount, if any, due the Ricoh. If the parties determine that the sum of all previous payments and credits exceeds the sum due the Ricoh, the Ricoh shall refund the excess amount to JEA within ten (10) days of determination or written notice.

5. Customer-Provided Equipment. "Customer-Provided Equipment" shall mean equipment that is specified in Exhibit A, attached hereto and is: (a) owned by Customer; and/or (b) leased or rented by Customer from a third-party pursuant to a third-party lease or rental agreement. All Customer-Provided Equipment shall remain the property of Customer (or the applicable third-party), and Ricoh shall have no right, title or interest in or to the Customer-Provided Equipment. Customer-Provided Equipment may also include any equipment for which Ricoh has agreed to pay a third-party on behalf of Customer during the term of this Agreement and pass through such expense to Customer with no mark-up. All costs and expenses relating to any Customer-Provided Equipment, including maintenance and repairs, shall be the responsibility of Customer, unless otherwise agreed to in writing by Customer and Ricoh.

6. Service Warranties. Ricoh warrants that the Services performed under this Agreement will be performed in a good and workmanlike manner, and in accordance with the Agreement. Ricoh will re-perform any Services not in compliance with this warranty and brought to Ricoh's attention in writing within a reasonable time, but in no event more than sixty (60) days after such Services are performed, which shall be an exclusive remedy for such noncompliance,

For Customer Owned Equipment that is damaged by Ricoh, the equipment shall be repaired or replaced by Ricoh at its own cost within sixty (60) days of notice of damage provided by Customer.

7. Professional Services. In the event that Customer desires to order professional services (including, but not limited to, document output analysis, back-file conversion services, hosting, coding, data discovery, imaging services, or forensic collection services), or engage Ricoh for certain project-based work ("Professional Services"), it must do so by entering into a contract amendment executed by both parties.

7.1 Contract Amendments. Changes to the scope of the Services described in this Agreement shall be made only in writing and signed by both parties. Ricoh shall have no obligation to commence work in connection with any change until the fee and/or schedule impact of the change and all other applicable terms are agreed upon by both parties in writing. Ricoh shall provide any such Services at the Customer location set forth in the Agreement, as applicable, or on a remote basis, In consideration of the in the contact amendment,

Customer shall pay Ricoh the fees in the amounts and at the rates set forth therein. Ricoh may suspend or terminate the Professional Services for non-payment.

7.2 Professional Services Delivery Schedules. Ricoh's performance of the Services shall be in accordance with Exhibit A, attached hereto.

7.3 Intellectual Property Rights- Intellectual property rights arising from the Services (but not the data, materials or content provided by Customer) shall remain the property of Ricoh, and nothing contained in this Agreement shall be construed to transfer, convey, restrict, impair or deprive Ricoh of any of its ownership or proprietary interest or rights in technology, information or products that existed prior to the provision of deliverables under the Agreement or that may be independently developed by Ricoh outside the scope of the Agreement and without use of any confidential or otherwise restricted material or information thereunder. Customer shall not use any Services provided pursuant to the Agreement for any unlawful purpose. Neither party shall acquire any right, title or interest in or to the other party's intellectual property rights including their copyrights, patents, trade secrets, trademarks, service marks, trade names or product names. Subject to payment of all relevant fees and charges, Ricoh hereby grants Customer a worldwide, perpetual, nonexclusive, non-transferable, royalty-free (other than payments identified in the Agreement or other transaction documents) license for its internal business purposes only to use, execute, display, perform and distribute (within Customer's organization only) anything developed by Ricoh for Customer in connection with the Services ("Contract Property"). Ricoh shall retain all ownership rights to the Contract Property. For purposes of clarity the Agreement and the foregoing license relates to the Services only, and software programs shall not be deemed to be deliverables or "Services" or "Professional Services." All licensing for Ricoh or third-party software shall be as provided in in this Agreement.

7.4 Software. All Ricoh and/or third-party software provided by Ricoh as part of or in connection with the Services is licensed, not sold, and is subject to both the server, seat, quantity or other usage restrictions set forth the relevant transaction documentation, and to the terms of the respective end user license agreements, with which Customer agrees to comply. If such software is manufactured by a party other than Ricoh, then Customer acknowledges that Ricoh is not the manufacturer or copyright owner of such third-party software and that Ricoh makes no representations and provides no warranties with respect thereto. Ricoh shall make available to Customer any warranties made to Ricoh by the manufacturer of the software and/or products utilized by Ricoh in connection with the Services, to the extent transferable and without recourse.

8 Basic Connectivity Services. If any software, system support or related connectivity services are specifically set forth in this Agreement Ricoh shall provide any such Services at the Customer's facility, as applicable, or on a remote basis. Customer shall provide Ricoh with such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform such Services. Ricoh shall be responsible for completing any cyber or physical security requirement, training or background screening, at its own cost, to gain access to JEA systems.

9 Termination for Convenience. JEA shall have the absolute right to terminate the Contract in whole or part, with or without cause, at any time after the Award effective date upon written notification of such termination. In the event of termination for convenience, JEA will pay the Ricoh for all disbursements and expenses that the Ricoh has

incurred, or has become obligated prior to receiving JEA's notice of termination. Upon receipt of such notice of termination, the Ricoh 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 Ricoh 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:

10. Termination for Default. JEA may give the Ricoh written notice to discontinue all Work under the Contract after the first year. Ricoh may termination for convenience if they provide a 120 day notice to JEA prior to termination in the event that:

- Ricoh assigns or subcontracts the Work without prior written permission

- Any petition id filled or any proceeding is commenced by or against Ricoh for relief under any bankruptcy or insolvency laws

- A receiver is appointed for Ricoh's properties or Ricoh commits any act of insolvency (however evidenced)

- Ricoh makes an assignment for the benefit of creditors

- Ricoh suspends the operation of a substantial portion of its business

- Ricoh suspends the whole or any part of the Work to the extent that it impacts the Ricoh 's ability to meet the Work schedule, or Ricoh abandons the whole or any part of the Work

- Ricoh, at any time, violates any of the conditions or provisions of the Contract Documents, or Ricoh fails to perform as specified in the Contract Documents, or Ricoh is not complying with the Contract Documents

- Ricoh attempts to willfully impose upon JEA items or workmanship that are, in JEA's sole opinion, defective or of unacceptable quality

- Ricoh breaches any of the representations or warranties . Ricoh is determined, in JEA¹'s sole opinion, to have misrepresented the utilization of funds or misappropriate property belonging to JEA; or

- Any material change in the financial or business condition of Ricoh

If within fifteen (15) days after service of such notice upon Ricoh an arrangement satisfactory to JEA has not been made by Ricoh for continuance of the Work, then JEA may declare Ricoh to be in default of the Contract. Once Ricoh is declared to be in default, JEA will charge the expenses of completing the Work to Ricoh and will deduct such expenses from monies due, or which at any time thereafter may become due, to Ricoh. If such expenses are more than the sum that would otherwise have been payable under the Contract, then Ricoh shall pay the amount of such excess to JEA upon receipt of notice of the expenses from JEA. JEA shall not be required to obtain the lowest price for completing the Work under the Contract, but may make such expenditures that, in its sole judgment, shall best accomplish such completion. JEA will, however, make reasonable efforts to mitigate the excess costs of completing the Work. The Contract Documents shall in no way limit JEA's right to all remedies for nonperformance provided under law or in equity, except as specifically set forth herein. In the event of termination for nonperformance, Ricoh shall

immediately surrender all Work records to JEA. In such a case, JEA may set off any money owed to Ricoh against any liabilities resulting from Ricoh's nonperformance. Ricoh has no responsibility whatsoever to issue notices of any kind, including but not limited to deficient performance letters and scorecards, to Ricoh regarding its performance prior to default by Ricoh for performance related issues shall have no liability to Ricoh for termination costs arising out of the Contract, or any of Ricoh's subcontracts, as a result of termination for default.

11. Confidentiality. "Confidential Information" shall mean information which may be disclosed in the performance of this Agreement and which is identified as confidential, including information relating to the Services, data used or generated in the provision of the Services, or any of a party's products, operations, processes, plans or intentions, know-how, trade secrets, market opportunities or business affairs. Neither party is permitted to divulge, and each party must ensure that its employees, agents and subcontractors do not divulge, to any third-party, any Confidential Information of the other party without the other party's prior written consent, except to authorized representatives of Customer or to employees or subcontractors of Ricoh who have a need to access such Confidential Information to perform the Services contemplated hereunder. Confidential Information shall not include information which: (a) at the time of disclosure is in the public domain; (b) after disclosure becomes part of the public domain by publication or otherwise through no fault of the receiving party; (c) is required to be disclosed pursuant to applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction; or (d) can be established to have been independently developed and so documented by the receiving party or obtained by the receiving party from any person not in breach of any confidential obligations to the disclosing party. The terms of this Agreement and any Order Form shall not be considered to be Confidential Information. Customer acknowledges and agrees that any information provided by Customer to Ricoh pursuant to this Agreement that constitutes Protected Health Information ("PHI") subject to the Health Insurance Portability and Accountability Act of 1996 45 CFR Parts 160 and 164 ("HIPAA") and the Health Information Technology for Economical and Clinical Health Act, Public Law 111-005 (the "HITECH Act") or "nonpublic personal information" as defined under the Title V of the U.S. Gramm-Leach Bliley Act, 15 U.S.C. § 6801 et seq., and the rules and regulations issued thereunder ("Gramm-Leach-Bliley") shall require Ricoh to execute a Non-Disclosure Agreement(s) which is attached hereto as Exhibit C.

12. Data Protection. Ricoh will not have access to any confidential information. There is no requirement of NDA or PRA.

12.1 Customer Requirements. Notwithstanding anything in this Agreement to the contrary, Customer is responsible for ensuring its own compliance with any and all applicable legal, regulatory, business, industry, security, compliance and storage requirements relating to data retention, protection, destruction and/or access. It is Customer's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect Customer's business or data retention, and any actions required to comply with such laws. RICOH DOES NOT PROVIDE LEGAL, ACCOUNTING OR TAX ADVICE OR REPRESENT OR WARRANT THAT ITS SERVICES OR PRODUCTS WILL GUARANTEE OR ENSURE COMPLIANCE WITH ANY LAW, REGULATION OR REQUIREMENT.

12.2 Encryption. Ricoh offers and recommends encryption related to the transmission of data for the provision of Services. If data is required to be encrypted by law (including but not limited to HIPAA, the HITECH Act, or Gramm-Leach-Bliley), and Customer waives encryption, Customer is responsible for such failure to encrypt under the law.

13. Insurance. At all times during the term of this Agreement, the parties hereto shall comply with the following insurance requirements:

13.1 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).

13.2 Employer's Liability. Each party shall maintain employer's liability insurance (in the United States typically Coverage B of a workers' compensation policy) with limits of a minimum of: (a) 00,000 for each accident for bodily injury by accident; (b) \$1,000,000 for bodily injury by disease; and (c) \$1,000,000 for each employee for bodily injury by disease. Each party shall also require that all of its subcontractors maintain similar employer's liability coverage.

13.3 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.

13.4 Automobile Liability. Each party shall maintain automobile liability insurance that includes the other party as an additional insured. Limits shall be a minimum of: (a) \$1,000,000 per accident combined single limit; or (b) \$1,000,000 per occurrence for bodily injury and \$500,000 per occurrence for property damage. Coverage shall include liability assumed under the Agreement,

13.5 Certificates of Insurance. With regard to the above, each party's insurance shall: (a) be underwritten by a licensed insurer reasonably acceptable to the other party; (b) be primary for that party's exposure relative to any insurance purchased or maintained by the other party; and (c) be evidenced by a certificate of insurance containing a signature by a duly authorized representative of the insurer providing such insurance cannot be canceled without thirty (30) days' written notice to the other party. With regard to the general liability insurance and automobile liability insurance, each party's insurance shall be endorsed so the insurer will waive subrogation rights against the other party.

14. Indemnification. Ricoh shall hold harmless, indemnify, and defend 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 third party property, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Ricoh and any person or entity used by Ricoh in the performance of this Contract or Work performed thereunder.

JEA shall likewise indemnify, hold harmless, and defend the Ricoh 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

Customer's Equipment. Customer will designate a key operator for the Customer's equipment who will be primarily responsible for the use and care of the Customer's equipment on behalf of Customer, and will be the primary point of contact for Personnel on equipment related matters. Customer will make key operators available for instruction in use and care of the equipment. Unless otherwise agreed upon by Ricoh in writing or designated in this Agreement, all supplies for use with the Customer's equipment will be provided by Customer and will be available "on-site" for servicing. Customer agrees that (i) any equipment not serviced by Ricoh which utilizes identical supplies to the Customer's Equipment must be covered under a separate inclusive non-Ricoh service program; and (e) Customer will maintain the designated space for the Center(s) free from any unsafe conditions and will make available to the Ricoh personnel and subcontractors any safety equipment or materials provided by Customer to Customer's own employees and subcontractors. (f) Customer shall provide adequate security for equipment, supplies, and other items of value utilized by Ricoh in the performance of the Services. Customer shall bear all losses resulting from the theft or loss of such equipment, supplies and/or items of value, except those negligently or willfully caused by Ricoh or Ricoh's employees. (g) Ricoh's inability to fulfill its obligations under this Agreement because of any failure of Customer to meet its obligations under this section shall not constitute a breach of this Agreement or other default by Ricoh.

19. Out of Scope Services. Notwithstanding anything to the contrary set forth herein or any current or future course of dealing between the parties, THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT DO NOT INCLUDE, AND RICOH SHALL HAVE NO OBLIGATION TO PROVIDE, OR ANY LIABILITY FOR, ANY OUT OF SCOPE SERVICES. SIMILARLY, THE FEES PAYABLE BY CUSTOMER UNDER THIS AGREEMENT DO NOT CONTEMPLATE THE PROVISION OF ANY OUT OF SCOPE SERVICES. For this purpose, the term "Out of scope Services" shall include by way of illustration and not to be limited to any and all of the following: the operation or maintenance of any heavy equipment or machinery, including forklifts and stackers; the use or operation of any non-Ricoh vehicles; security services, including x-ray, screening, guard or similar security measures; catering services; the leasing of real estate; chauffer, limo or shuttle services; and the shipping, handling, or delivery of lithium batteries (as prohibited by law or otherwise not in accordance with Ricoh's specifically titled Lithium Shipping Procedures) explosives, drugs, medical supplies, medical wastes, food items, organic and other perishables. NO out scope services can be provided by Ricoh unless agreed to in writing by JEA. .

20. Assignment. Except as otherwise provided in any Order Form, neither party shall assign or in any way dispose of all or any part

of its rights or obligations under this Agreement without the prior written consent of the other, which shall not be unreasonably withheld.

21. Governing Law. This Agreement and any United States Order Form shall be governed exclusively by the laws of the State of Florida both as to interpretation and performance, without regard to its choice of law requirements. This Agreement shall be governed by the law of the jurisdiction in which the Services are being performed.

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original.

22. Miscellaneous. The parties agree that the terms and conditions contained in this Agreement make up the entire agreement between them regarding the Services and supersede all prior written or oral communications, understandings or agreements between the parties relating to the subject matter contained herein, including without limitation, purchase orders. Any purchase order or other ordering documents issued by Customer at any time for any reason will not modify or affect this Agreement, nor have any other legal effect notwithstanding the inclusion of any additional or different terms or conditions in any such ordering document and shall serve only the purpose of identifying the Services ordered. Except as otherwise expressly set forth herein, any change in any of the terms and conditions of this Agreement must be in writing and signed by both parties. The delay or failure of either party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision or affect the right of such party thereafter to enforce each and every provision of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, this Agreement and each Order Form shall be construed as though it did not contain the particular provision held to be invalid or unenforceable. Ricoh may accept any Order Form under this Agreement by either its signature or by commencing performance (e.g. product delivery, initiating Services, etc.). Each party agrees that electronic signatures of the parties on this Agreement and any Order Form will have the same force and effect as manual signatures. Neither party shall (orally or in writing) make any media release or issue any promotional materials concerning this Agreement or the subject matter hereof without the prior written approval of the other party, which shall not be unreasonably withheld, conditioned or delayed. All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the mail, addressed to the party receiving the notice at its address shown above (or to any other address specified by that party in writing) with postage prepaid. If more than one Customer has signed this Agreement, each such Customer agrees that its liability is joint and several. If Customer has signed this Agreement on behalf of any of its subsidiaries or affiliates, Customer shall remain liable for the obligations hereunder.

The parties are signing this Agreement on the date stated in the introductory clause.

CUSTOMER	RICOH USA, INC.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

damage to third party property, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the JEA and any person or entity used by JEA while engaged in activities related to this Contract. In the event such damage or injury is caused by the joint or concurrent negligence of JEA and/or the Ricoh, the loss or expense shall be borne by each party in proportion to its degree of negligence in accordance with Section 768.28 Fla. Stat, the Uniform Contribution Among Tortfeasors Act and subject to the Limitations of Liabilities defined below.

In case of third party claims, either party will provide the other reasonable notice of any third party claims.

In no event, whether as a result of breach of contract, indemnity, warranty, tort, strict liability or otherwise, shall Ricoh's liability to JEA for any loss or damage arising out of, or resulting from this Contract, or from its performance or breach, or from the products or services furnished hereunder, exceed the Contract Price, and except as to title, any such liability shall terminate upon three years from the expiration of the applicable warranty period.

In no event, whether as a result of breach of contract, indemnity, warranty, tort, strict liability or otherwise, shall Ricoh be liable for any special, consequential, incidental or penal damages including, but not limited to, loss of profit or revenues, loss of use of the products or any associated equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, downtime costs, or claims of JEA or FPL's customers for such damages.

Indemnification and Sovereign Immunity: Notwithstanding any other term or condition of this Agreement, JEA's indemnification obligation shall be for tort claims only, subject to the provisions and limitations of Section 768.28, Florida Statutes.

15. Limitations. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, RICOH MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES, EQUIPMENT OR GOODS PROVIDED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Ricoh shall be excused from any delay or failure in performance of the Services under this Agreement for any period if such delay or failure is caused by any event of force majeure or other similar factors beyond its reasonable control. 14.2 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

16. Purchases of Equipment for Cash. In the event that Customer desires to purchase equipment or products from Ricoh from time to time, it may do so by issuing a purchase order or Order Form to Ricoh for that purpose. For any equipment or products manufactured by Ricoh ("Ricoh Equipment"), Ricoh warrants that, at the time of delivery and for a period of ninety (90) days thereafter, the Ricoh Equipment will be in good working order and will be free from any defects in material and workmanship. Ricoh's obligations under this warranty are limited solely to the repair or replacement (at Ricoh's option) of parts proven to be defective upon inspection. The foregoing warranty shall not apply: (a) if the Ricoh Equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh; (b) if the Ricoh Equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications; (c) if a defective or improper non-Ricoh accessory or supply or part is

attached to or used in the Ricoh Equipment; or (d) if the Ricoh Equipment is relocated to any place where Ricoh services are not available. In connection with any equipment or product purchase from Ricoh, Ricoh shall transfer to Customer any equipment or product warranties made by the applicable manufacturer, to the extent transferable and without recourse. Unless otherwise agreed upon by both parties in writing, Customer shall be responsible for all installation, transportation and rigging expenses. Customer agrees to confirm delivery of all equipment and products purchased under this Agreement when the same is delivered by signing a delivery and acceptance certificate (in a form to be provided by Ricoh) or written delivery acknowledgement. Payment for accepted purchased equipment or products will be due and payable in accordance with this Agreement and shall not be contingent on installation of software or performance of Professional Services. Orders shall not be cancelable by Customer following acceptance by Ricoh. Ricoh reserves the right to make and invoice deliveries in installments. All claims for damaged equipment or products shall be deemed waived unless made in writing, delivered to Ricoh within five (5) days after Customer's receipt of such equipment or products. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of any equipment or products purchased hereunder, other than income taxes of Ricoh.

17. Personnel. Unless otherwise agreed in writing by the parties, all Services shall be rendered by employees: (a.) who are full time employees of Ricoh or approved subcontractors; (b) qualified to perform the Services, and (c.) fluent in the English language. Subsequent to the execution of this Contract, Ricoh shall notify the JEA Contract Administrator in writing prior to making changes in professional personnel assigned, or to be assigned, as provided in Ricoh's proposal to manage or perform Services under this Contract. The Customer shall have the right to reject any personnel assigned by Ricoh to perform work under this Contract. If the right of rejection is exercised by the Customer, Ricoh shall submit for approval of the Customer, the name or names of substitute personnel to fill the positions resulting from said rejection. The Customer shall have the right to require the removal of Ricoh's previously assigned personnel and Ricoh shall promptly replace the same, subject to the Customer's approval at no cost to JEA.

18. Space, Utilities and Office Supplies. To the extent the Services include on-site Services pursuant to this Agreement: (a) Customer will provide adequate space for operation of Services and will provide for the preparation of the designated space in its facility for the Center(s), including any electrical work required for installation or operation of all Customers equipment required under this Agreement. (b) Customer will provide adequate electrical service, telephone service, custodial service, air ventilation, heating and cooling systems for each Customer's facility and any Customers equipment and will provide the access needed for equipment maintenance, repair, installation and removal. (c) To operate the Center(s), Customer shall provide: (i) the office supplies (such as paper clips, staples, staplers, tape, etc.); and (ii) the office equipment (such as desks, shelves, telephones, file cabinets, table and chairs) that Customer and Ricoh mutually agree is necessary. (d) Customer agrees to provide a proper place for the use of Customer's equipment, including electric service as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the Service of the Customer's equipment hereunder within a reasonable distance of the equipment. Customer agrees to provide "360 degree" service access to the

EXHIBIT A

APPENDIX A – TECHNICAL SPECIFICATIONS
ITN 95650 MAIL CENTER OPERATIONS & COURIER SERVICES

A. GENERAL REQUIREMENTS

1. SCOPE OF WORK

The purpose of this Invitation to Negotiate (the "ITN") is to evaluate and select a Respondent that can provide daily mail center operations and courier services at the best value to JEA. This Work includes providing personnel for JEA's mailroom 40 hours/week to handle daily mailroom functions. Mailroom functions include, but are not limited to, sorting and prioritizing mail; metering mail, preparing certified letters, receiving and sending express mail; and tracking of pick-ups and deliveries.

The Work also includes mail courier services between JEA's downtown offices and JEA's service territory and between JEA's downtown offices and the United States Post Office (USPS). Courier services include regular and timely delivery of USPS and interoffice mail, packages, and boxes within JEA's service territory as specified in Table A of the Technical Specifications.

2. OBLIGATIONS OF THE COMPANY

- a. The Company shall provide everything necessary to successfully complete the Work except the materials and services specifically stated in the Contract to be provided by JEA. No payments, other than those shown in the Bid Documents, will be made to the Company for performance of any requirements of the Contract Documents. The Company shall perform all Work in accordance with the Contract Documents and the applicable JEA standards manuals, safety manuals, policies, accepted commercial work practices, local, state, and federal rules, regulations, and laws which may be amended from time to time. The Company shall provide all permits, certifications, and insurances necessary or required by good practice, except where specifically stated in the Contract to be provided by JEA.
- b. The Company personnel shall perform all Work in a professional, efficient, and competent manner. The Company is obligated to provide personnel possessing the skills, training, tools, demeanor, motivation, and attitude to successfully complete the Work. The Company is obligated to remove individuals from performing Work under this Contract when the Company recognizes an individual to not be working in a manner consistent with the requirements of this Contract, or when JEA notifies the Company that JEA has determined an individual or group of individuals to not be working in a manner consistent with the requirements of this Contract. The Company is obligated to ensure that their officers and executives interact with JEA, JEA customers (whether direct or indirect customers of JEA) with the utmost level of professionalism and integrity.
- c. The Company shall exercise due care and sound judgment to ensure that all items are delivered in the state and number in which they were collected including, but not limited to, taking reasonable measures to ensure the protection of items from weather and loss.
- d. In the event that the Company fails to deliver item(s) as specified within the Contract Documents, JEA will notify the Company immediately upon discovery. JEA will assess a penalty equal to the value of JEA's economic loss for each instance, which shall be deducted from the first invoice received following the discovery of the omission.
- e. The Company shall provide JEA, and update as needed, a personnel list who will handle mailroom operations. Security Badge access will be required for Company personnel assigned to the Mail Center. The Company shall regularly provide JEA its personnel Work Schedules. Company personnel must have JEA Security Badge credentials to access JEA facilities. The Company must submit a list of at least two emergency telephone numbers and one emergency pager number of management level supervisory personnel other than a local

branch office number or answering service who are authorized to dispatch back-up personnel. The Company will update those emergency telephone numbers as required throughout the term of the Agreement.

- f. The Company is obligated to ensure that sufficient supervision of the Work is provided. The Company shall maintain and show evidence of an adequate management level supervisory personnel who shall make periodic scheduled and unscheduled visits no less than monthly.
- g. Company personnel shall have Company uniform and display Company identification at all times.
- h. All equipment furnished to Company shall be kept in first class working order at all times.

B. MAIL CENTER OPERATIONS SUPPORT SERVICES

1. MAIL CENTER RESPONSIBILITIES

Company is responsible for the daily operations of JEA's Mail Center. Company will schedule one (1) Mailroom Clerk five (5) days per week (Monday through Friday, except for JEA Holidays), Eight (8) hours per day, between the hours of 7:30 AM and 12 NOON and 1 PM and 4:30 PM. Daily Mail Center operations include, but are not limited to:

- Knowledge of USPS procedures and processes, including but not limited to, USPS training on how to identify and handle suspicious packages.
- Adherence to JEA rules and standards, including but not limited to dress code and mail center operations
- Timely processing of JEA mail
- Receive, sort, prioritize incoming & outgoing mail & packages (USPS and interoffice mail)
- Prepare and process certified mail
- Track and process mail/package receipt, delivery, and shipment of mail to include interoffice mail
- Notify JEA employees of mail/package for pick-up, clear tracking queue of received mail/packages
- Meter mail, track metering by department
- Assist & answer general mail related questions
- Research returned or misrouted mail
- Ensure mail/packages are prepared for delivery and/or pickup
- Process UPS & FEDEX pickup/delivery
- Maintain clean and safe work environment
- Maintain an adequate supply of shipping materials, such as boxes, tape, and labels
- Occasionally prepare bulk mailings (several hundred to several thousand pieces)
- Routine operational and clerical tasks, including answering phone and typing
- Operate central mail center equipment and related office equipment, including but not limited to a Pitney Bowes Postage Meter (JEA has a current contract with NeoPost for its mail machine) and a mail scanning machine.
- Utilize a computer, Microsoft Outlook and SharePoint for mail/package tracking and to send email mail/package notifications
- Regular contact with JEA employees or individuals outside the organization is required to obtain, clarify or provide information
- Clear written and verbal communication skills
- Required to carry a JEA-provided phone and will be responsible for answering calls and questions
- Ability to lift up to 50 lbs
- Stand/Sit for extended periods
- Reaching, pulling, pushing, bending

2. WORK LOCATION

Work shall be performed at the JEA Downtown Headquarters buildings located at:

21 West Church Street
Jacksonville FL 32202

Note: The JEA Downtown Headquarters location is subject to change.

At the JEA Downtown Headquarters buildings there are two buildings: 1) JEA Customer Care Center (“CC Building”) which has 6 floors and houses 200+ employees and 2) JEA Tower building (the “Tower”) with 19 floors and houses 500+ employee. Work would be primarily performed on the 1st floor of the CC building and the 3rd floor of the Tower.

3. CURRENT OPERATIONS

JEA meters approximately 100,000 pieces of outgoing mail a year. JEA receives approximately 5,500 UPS/FedEx packages a year. JEA’s Mail Center is the centralized location for pick-up, drop-off and distribution of plans, printed material and other documents for JEA employees.

The JEA Mail Center currently operates from 07:30 am until 4:30 pm, Monday through Friday, with a one-hour break for lunch.

JEA’s policy and procedures regarding JEA’s Mail Center are attached to this Technical Specification as Appendix A.

4. COMPANY-PROVIDED SOLUTIONS

JEA is agreeable to a Company-provided solution for tracking and distributing mail. JEA will only consider using a Company-provided solution if JEA considers it in its best interest and at no additional cost to JEA. This solution shall not require any JEA technology resources. JEA may terminate the use of a Company-provided solution at any time. If no Company-provide solution is available or JEA desires to use its own solutioning, Company shall then utilize JEA resources to log and track JEA mail and packages.

Company shall create written processes for its personnel to follow that include best practices, efficient work plans, and JEA-specific requirements included in this Technical Specification and as JEA may require from time to time. Such processes are subject to JEA approval. This will become the property of JEA and shall be provided to JEA in electronic (Microsoft Word) form. This shall be drafted and completed within the first month of contract execution and shall be kept up-to-date. Once approved, no changes will be made without written approval of JEA.

5. WORK LOCATION

Work shall be performed at the following location(s): At locations detailed in Tables A and B.

6. CURRENT COURIER SERVICES

- a. The majority of JEA’s scheduled courier services occur on regular business days (Monday through Friday) between the hours of 6:30 AM and 4:00 PM. Times may be adjusted to provide efficiency in routes and

schedules as long as the delivery frequency is not disrupted. Pick-ups and deliveries to certain locations may require specified timeframes to meet JEA business needs.

- b. Frequency and timing of pickups and deliveries on scheduled routes vary as indicated below in Tables A and B. Regularly scheduled stops occur daily or multiple times per day and have the primary function of routing inter-office mail between JEA facilities.
- c. The Company is responsible to determine the most efficient and economical routes that meet the constraints of time and schedule as specified within Tables A and B herein. The Company shall be required to provide detailed route maps identifying stops and times. JEA may negotiate with The Company to ensure the greatest efficiency possible while meeting the necessary pickup and delivery times and locations.
- d. JEA employees pack and prepare items for shipping including boxing, packing, labeling and addressing items, as well as completing customer forms and placing items in the designated mail areas.
- e. Information provided herein is intended to provide the Company with reasonable estimates to assist in the Scope of Work. The Company understands and agrees that actual volumes and frequencies will vary from the amounts shown.

Volume, Frequency and Special Item Information	
Unit	Amounts (averages)
USPS or Interoffice Mail	1,300 pieces per day
Special Mail (requiring return receipts, certified, registered)	10 pieces per day
Other items (packages, office suppliers, etc.)	100 packages per month
Bulk Mailings	200-3,000 pieces / mailing 2x/month
Weight of pick-up/delivery items	Up to 50 lbs. (e.g. printed stock paper to outlying areas)
Peak mail volumes	Mondays and Tuesdays, the beginning of each month and the first workday following a Holiday
JEA Observed Holidays	New Years Day, Martin Luther Kings Birthday, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas, Day before/after Christmas (depends on when Holiday falls)

7. IMPLEMENTATION SCHEDULE FOR WORK

JEA currently requires courier services for those items specified herein. The current courier service stops at the locations listed in Tables A and B herein. Whenever possible, the Company will work with JEA’s current courier services provider to obtain information that will assist in a timely and smooth transition period. The Company shall adhere as closely as possible to the implementation plan agreed upon.

8. VERIFICATION OF PICKUPS AND DELIVERIES

The Company will establish a NET (not earlier than) and a NLT (not later than) time for each stop. The Company will develop and implement a plan whereby each driver will document their arrival times at each stop. Such documentation will be provided to JEA Mail Center operations personnel on a weekly basis. Such plan must be mutually agreed upon by JEA and the Company. The Company will be evaluated under JEA’s Vendor Performance program on its ability to meet established schedules and routes.

9. SCHEDULES OF STOPS AND ROUTES

The Company will prepare routes and schedules determined to be the most efficient and economical based on time demands prescribed in Tables A and B herein. Such routes and schedules are subject to JEA approval before

implementation and are required prior to start of any work. Once approved, no changes in routes or schedules will be made without written approval of JEA.

10. JEA UNITED STATES POSTAL SERVICE (USPS) MAIL

The Company personnel shall use care to transport trays of JEA USPS Mail items. When performing bulk mail pickups and deliveries, the Company shall verify the number of trays with the number recorded on the USPS Qualification Report. The Company personnel shall, when necessary, deliver special categories of mail such as registered, certified, express mail, etc. to the Customer Call Window (US Post Office) for processing. The Company shall be responsible for all mail reprocessing costs up to the amount of \$1,500.00 incurred in the event the Company personnel fails to perform the daily pick-up of JEA's USPS mail, mishandles USPS mail items or fails to meet the daily USPS Business Mail Entry Unit deadlines.

11. PICKUP AND DELIVERY LOCATIONS

- a. The locations indicated in each of the Tables A and B herein represent current JEA pickup and delivery locations. The Company's routes should, at minimum, ensure that pickups and deliveries are made in accordance with the specifications herein. The Company is encouraged to suggest improvements to increase efficiency of pickups and deliveries.
- b. The Company is expected to know where mail is housed at each location and to put mail in its designated place(s) at each location. At times a JEA Business Unit may require specific documentation of delivery and receipt. In these cases the Business Unit should provide an interoffice shipment manifest or packing list, a roster detailing item(s) to be delivered, the delivery address, and the primary recipient. This would be done when an item has a particular value and/or there is a specific need or requirement to ensure acknowledgement of delivery. Until delivery can be made, the item(s) should be stored in a secured area, restricted from normal floor traffic. The Company will ensure that the primary recipient, or in their absence, a proxy employee in their department, signs for the delivery. The Company should NOT leave the item(s) unattended without first obtaining a signature. The Company will return all signed delivery receipt acknowledgment forms to the Mail Center, who will then maintain a copy, and turn over a copy to the initiating Business Unit to acknowledge delivery and receipt.
- c. JEA reserves the right to add, remove or alter pickup or delivery locations specified in the Contract Documents at any time upon written notice to the Company and in accordance with JEA and the Company's agreed upon procedures for effecting such changes.
- d. Times designated as Not Earlier Than ("NET") indicate the earliest time at which outgoing mail should be collected from that location. Times designated as Not Later Than ("NLT") indicate the latest time at which a stop may be made. Frequencies are indicated for each stop.

12. DELIVERY TABLES

Table A: Regular Stops To & From JEA Mail Center (Customer Center, 1 st Floor, 21 W. Church St.)					
<ul style="list-style-type: none"> The JEA Mail Center is located on the 1st floor of the JEA Customer Center at 21 W. Church Street, Jacksonville FL 32202. The JEA Mail Center handles all JEA interoffice mail in addition to those items specified in the Scope of Work and this Technical Specification. The Company shall return all mail and other items collected at locations to the JEA Mail Center once in the morning and once in the afternoon. Routes servicing stops in this table will begin and end with the JEA Mail Center. Will be scheduled between the hours of 6:30 AM and 4:00 PM unless otherwise specified. These times are approximate. The Company may coordinate with JEA for more specific times when developing routes and schedules. Once established, any changes must be agreed to in writing by JEA. JEA may occasionally add or remove delivery locations in its service territory. 					
Stop #	Locations	Not Earlier Than	Not Later Than	Frequency	Description of Items
A1.	City Hall Mail Center 117 West Duval Street	Once Daily (open)		Once daily; Monday, Wed, Friday (JEA business days)	General mail, interoffice correspondence, and packages.
A2.	JEA Wastewater Division Office 2221 Buckman Street	Once Daily (open)		Once daily; Monday, Wed, Friday (JEA business days)	General mail, interoffice correspondence, and packages.
A3.	JEA Water Division Office (Ridenour) 102 North Kernan Blvd	Once Daily (open)		Once daily; Monday, Wed, Friday (JEA business days)	General mail, interoffice correspondence, and packages.
A4.	JEA Southside Service Center 2325 Emerson Street	Once Daily (open)		Once daily; Monday, Wed, Friday (JEA business days)	General mail, interoffice correspondence, and packages.
A5.	JEA Systems Operations Department 7720 Ramona Blvd.	Once Daily (open) AM		Once daily; Monday, Wed, Friday (JEA business days)	General mail, interoffice correspondence, and packages.
A6.	JEA Commonwealth Service Center 6674 Commonwealth Avenue	Once Daily (open) AM		Once daily; Monday, Wed, Friday (JEA business days)	General mail, interoffice correspondence, and packages.
A7.	JEA Westside Service Center 6727 Broadway Avenue	Once Daily (open)		Once daily; Monday Wed, Friday (JEA business days)	General mail, interoffice correspondence, and packages.
A8.	JEA Wastewater Collection & JEA Meter Reading 2434 North Pearl Street	Once Daily (open)		Once daily; Monday Wed, Friday (JEA business days)	General mail, interoffice correspondence, and packages.

Table A: Regular Stops To & From JEA Mail Center (Customer Center, 1st Floor, 21 W. Church St.)

- The JEA Mail Center is located on the 1st floor of the JEA Customer Center at 21 W. Church Street, Jacksonville FL 32202. The JEA Mail Center handles all JEA interoffice mail in addition to those items specified in the Scope of Work and this Technical Specification. The Company shall return all mail and other items collected at locations to the JEA Mail Center once in the morning and once in the afternoon.
- Routes servicing stops in this table will begin and end with the JEA Mail Center.
- Will be scheduled between the hours of 6:30 AM and 4:00 PM unless otherwise specified.
- These times are approximate. The Company may coordinate with JEA for more specific times when developing routes and schedules. Once established, any changes must be agreed to in writing by JEA.
- JEA may occasionally add or remove delivery locations in its service territory.

Stop #	Locations	Not Earlier Than	Not Later Than	Frequency	Description of Items
A9.	JEA Northside Generating Station Glasshouse 4377 Heckscher Drive	Once Daily (open)		Once daily; Monday Wed, Friday (JEA business days)	General mail, interoffice correspondence, and packages.
A10.	JEA Northside Generating Station Fuels Lab 4377 Heckscher Drive	Once Daily (open)		Once daily; Monday Wed, Friday (JEA business days)	General mail, interoffice correspondence, and packages.
A11.	JEA Northside Generating Station Maintenance Office 4377 Heckscher Drive	Once Daily (open)		Once daily; Monday Wed, Friday (JEA business days)	General mail, interoffice correspondence, and packages.
A12.	JEA Northside Generating Station Engineering Services Office 4377 Heckscher Drive	Once Daily (open)		Once daily; Monday Wed, Friday (JEA business days)	General mail, interoffice correspondence, and packages.
A13.	JEA Northside Generating Station NSRPC Office 4377 Heckscher Drive	Once Daily (open)		Once daily; Monday Wed, Friday (JEA business days)	General mail, interoffice correspondence, and packages.
A14.	JEA Northside Generating Station Material Handling 4377 Heckscher Drive	Once Daily (open)		Once daily; Monday Wed, Friday (JEA business days)	General mail, interoffice correspondence, and packages.
A15.	JEA Kennedy Generating Station CT Shop 4215 Talleyrand Ave	Once daily (open)		Once daily; Monday Wed, Friday (JEA business days)	General mail, interoffice correspondence, and packages.
A16.	Water/Wastewater Tech Svcs Pump Shop JEA Kennedy Generating Station 4215 Talleyrand Ave.	Once daily (open)		Once daily; Monday Wed, Friday (JEA business days)	General mail, interoffice correspondence, and packages.

Table A: Regular Stops To & From JEA Mail Center (Customer Center, 1st Floor, 21 W. Church St.)

- The JEA Mail Center is located on the 1st floor of the JEA Customer Center at 21 W. Church Street, Jacksonville FL 32202. The JEA Mail Center handles all JEA interoffice mail in addition to those items specified in the Scope of Work and this Technical Specification. The Company shall return all mail and other items collected at locations to the JEA Mail Center once in the morning and once in the afternoon.
- Routes servicing stops in this table will begin and end with the JEA Mail Center.
- Will be scheduled between the hours of 6:30 AM and 4:00 PM unless otherwise specified.
- These times are approximate. The Company may coordinate with JEA for more specific times when developing routes and schedules. Once established, any changes must be agreed to in writing by JEA.
- JEA may occasionally add or remove delivery locations in its service territory.

Stop #	Locations	Not Earlier Than	Not Later Than	Frequency	Description of Items
A17.	JEA Southwest Water Plant 7754 Wheat Road	Once per day - Anytime but preferably late afternoon		Once daily; Monday Wed, Friday (JEA business days)	General mail, interoffice correspondence, and packages.
A18.	Greenland Energy Center 12121 Phillips Highway	Once daily (open)		Once on Tuesday and Thursday	General mail, interoffice correspondence, and packages.
A19.	JEA Laboratory Services 1002 North Main Street	Once daily (open)		Once daily; Monday Wed, Friday (JEA business days)	General mail, interoffice correspondence, and packages.
A20.	JEA Medical Clinic 2525 N. Pearl Street	Once daily (open)		Once daily; Monday Wed, Friday (JEA business days)	General mail, interoffice correspondence, and packages.
A21.	JEA Baldwin 15701 Beaver Street	Once daily (open)		Once daily; Monday Wed, Friday (JEA business days)	General mail, interoffice correspondence, and packages.
A22.	JEA Julington Creek WWF 220 Davis Pond Blvd	Once daily (open)		Once daily; Monday Wed, Friday (JEA business days)	General mail, interoffice correspondence, and packages.
A23.	JEA Mandarin Road WWF 10828 Hampton Road	Once daily (open)		Once daily; Monday Wed, Friday (JEA business days)	General mail, interoffice correspondence, and packages.
A24.	JEA District II WWF 1840 Cedar Bay Road	Once daily (open)		Once daily; Monday Wed, Friday (JEA business days)	General mail, interoffice correspondence, and packages.
A25.	JEA Southwest WWF 5420 118th Street	Once daily (open)		Once daily; Monday Wed, Friday (JEA business days)	General mail, interoffice correspondence, and packages.
A26.	JEA Arlington East WWF 1555 Millcoe Road	Once daily (open)		Once daily; Monday Wed, Friday (JEA business days)	General mail, interoffice correspondence, and packages.
A27.	JEA Nassau Regional WWF SR 200 (AIA) at Chester O'Neil	Once daily (open)		Once daily; Monday Wed, Friday (JEA business days)	General mail, interoffice correspondence, and packages.

Table A: Regular Stops To & From JEA Mail Center (Customer Center, 1 st Floor, 21 W. Church St.)					
<ul style="list-style-type: none"> The JEA Mail Center is located on the 1st floor of the JEA Customer Center at 21 W. Church Street, Jacksonville FL 32202. The JEA Mail Center handles all JEA interoffice mail in addition to those items specified in the Scope of Work and this Technical Specification. The Company shall return all mail and other items collected at locations to the JEA Mail Center once in the morning and once in the afternoon. Routes servicing stops in this table will begin and end with the JEA Mail Center. Will be scheduled between the hours of 6:30 AM and 4:00 PM unless otherwise specified. These times are approximate. The Company may coordinate with JEA for more specific times when developing routes and schedules. Once established, any changes must be agreed to in writing by JEA. JEA may occasionally add or remove delivery locations in its service territory. 					
Stop #	Locations	Not Earlier Than	Not Later Than	Frequency	Description of Items
A28.	JEA Monterey WRF 5802 Harris Street	Once daily (open)		Once daily; Monday Wed, Friday (JEA business days)	General mail, interoffice correspondence, and packages.
A29.	Ponte Vedra WWF 200 State Road A1A Ponte Vedra Beach	Once daily (open)		Once daily; Monday Wed, Friday (JEA business days)	General mail, interoffice correspondence, and packages.
A30.	Blacks Ford WRF 1310-100 Roberts Road Saint Johns, FL	Once daily (open)		Once daily; Monday Wed, Friday (JEA business days)	General mail, interoffice correspondence, and packages.

Table B: Special Scheduled Pickup/Delivery Routes					
<ul style="list-style-type: none"> Stops identified in this table are from Point A to Point B routes. These stops may be combined to accomplish the most efficient route(s); however, the times are critical and must be met. 					
From (Point A)	Time of Stop	To (Point B)	Time of Stop	Frequency	Special Instructions
USPS General Mail Center 1100 Kings Rd	6:30 AM	JEA Accounts Payable 6th Floor Customer Center 21 W. Church St.	6:45 AM	Once daily; Monday through Friday (JEA business days)	Pick up mail from PO Box 4910 and deliver to JEA Accounts Payable – CC-6. Generally total weight and volume is such that all can be easily transported by hand in one trip without assistance of cart or other device. There may be occasions where a cart or other device may be useful.
USPS Norwood, 5258 Norwood Ave. #1	5:45 AM	JEA Mail Room 1st Floor, Customer Center 21 W. Church St.	7:00 AM	Once daily; Monday through Friday (JEA business days)	Pickup incoming JEA mail for delivery to JEA Mail Center. Weight and volume is such that driver may be required to make several trips to and from the vehicle or use cart or other device.

Table B: Special Scheduled Pickup/Delivery Routes

- Stops identified in this table are from Point A to Point B routes.
- These stops may be combined to accomplish the most efficient route(s); however, the times are critical and must be met.

From (Point A)	Time of Stop	To (Point B)	Time of Stop	Frequency	Special Instructions
JEA Mail Center	3:00 PM No later than 3:30 PM	USPS Business Entry Mail Unit 3650 Southside Blvd	4:00 PM No later than 4:30 PM	Irregular. 1x/mo.	<p>On occasion JEA may have bulk mailings requiring delivery to the USPS Business Mail Unit. Typically these are time-sensitive and may be sent by Human Resources, JEA's Project Outreach, Environmental or other departments through the JEA Mail Center. Company personnel are expected to be familiar with the USPS postal requirements for bulk mailings and verify tray count and record on USPS Qualification Report before departing JEA. Mail must be transported as prepared by the Mail Center - no mixing or rearranging is permitted.</p> <p>Mail is transported in USPS mail trays. Trays are approximately 11" W x 6" H x 30" L</p>
		USPS Business Entry Mail Unit 10700 Beach Blvd	4:30 PM No later than 4:50 PM		

	ORGANIZATIONAL POLICY & PROCEDURE:	JEA Mail Center Operations
	Corporate Policy Ref:	Mail Center Operations

POLICY STATEMENT:

The JEA Mail Center is intended solely for conducting JEA business. JEA prohibits any officer or employee from the personal use of the JEA Mail Center, any mailroom facilities or distribution warehouses owned by JEA. JEA further prohibits any officer or employee from the personal use of JEA mail supplies, accounts and services.

GENERAL DESCRIPTION of PROCEDURE:

To ensure the proper and efficient operations of JEA’s Mail Center. The JEA Mail Center receives, sorts, distributes and processes JEA mail and packages in a timely and cost-effective manner. The Mail Center also serves as a central location for the drop-off and pick-up of plans, records and other items in the course of business at JEA. The Mail Center has accounts for postage, courier, and express pick-up/delivery services which are intended solely for JEA business.

The Mail Center is located in the Customer Care Building on the first floor with an exterior door in the breezeway located near the Ashley Street side of the building. Cameras are located inside and outside of the Mail Center for security.

Anticipated scheduled deliveries, such as office supplies through JEA’s office supplies contract, freight shipments or food should be received directly by the person requesting those items and not in the Mail Center. Unanticipated deliveries, such as subpoenas and floral arrangements, are to be delivered to the Security Desk for handling.

ASSIGNMENT of RESPONSIBILITY:

Manager, Corporate Records Compliance

PROCEDURE:

A. Access to the Mail Center

When in the Mail Center, employees should only pick-up items for which they have authorization to receive and should not without authorization remove or peruse mail.

A.1. Entering Mail Center without Badge Access

The Mail Center is a secure area and thus, badge access is required. Anyone without badge access must use the call button to obtain access during Mail Center business hours. Mail Center personnel will visually and verbally identify the caller and provide access to those who are picking up items. Mail Center personnel will physically meet persons dropping off packages who are unknown to them and for all incoming mail requiring a signature.

A.2. Obtaining Badge Access

Badge access is available to Downtown Employees and Contractors who need regular access to the Mail Center. Badge access rights are provided through JEA Identity Manager.

- **PHYSICAL ACCESS – DOWNTOWN - PLAZA II – CC 1 MAIL CENTER** provides access to the main doors of the Mail Center for mail pick-up and drop-off.

B. Business Hours

Mail Center personnel are available from 7:30 AM to 12 PM and 1 – 4:30 PM Monday through Friday, excluding JEA Holidays. For those with badge access, the Mail Center is accessible the same hours as a person's badge access to the downtown buildings.

C. Contact Information

The main phone number for the Mail Center is 665-MAIL (6245).
All e-mail for Mail Center personnel should be sent to mail@jea.com.

D. Personal/Non-Business Use of JEA Mail Centers and JEA Warehouses Prohibited

JEA prohibits any officer or employee from the use of JEA's Mail Center, mailrooms and warehouses for receiving and sending personal mail and packages. Employees are required to use their home address for personal mail and deposit personal outgoing mail in U.S. Postal owned receptacles or facilities. A mailbox serviced by the United States Postal Services (USPS) is located in the Tower lobby for personal outgoing mail.

JEA prohibits personal use of JEA Mail Center resources, including, but not limited to courier services, postage accounts, and express parcel pick-up and delivery services. These resources are to be used solely for conducting JEA business.

The JEA Mail Center and Distribution Warehouses will not distribute or deliver mail or packages from any JEA mailroom or any JEA warehouse location deemed personal in nature. Any mail or packages deemed personal in nature will be reported to appropriate business area management. Personal means those items not needed in or related to the normal course of business at JEA.

An exception to this procedure is mail or packages appearing personal in nature and sent outside of the control or knowledge of the recipient. Frequent receipt of mail or packages of this nature by a JEA officer or employee may be considered a violation of this policy.

All mail addressed to a JEA address and received in the Mail Center or Distribution Warehouses is considered property of JEA and subject to be opened for inspection. Items received contrary to laws or ordinances are strictly prohibited and will be returned to sender or turned over to the appropriate authorities. JEA's Mail Center will not distribute any packages containing alcoholic beverages. All packages containing alcohol will be returned to the sender.

E. Duties and Responsibilities of Mail Center Management and Personnel

The Mail Center has several accounts for the efficiency and functionality of mail operations at JEA. A current list of contracts and accounts is attached as Appendix B to these procedures and is updated as needed. These accounts include services for:

- Postage and mail metering
- Express package pick-up and delivery
- Courier

Mail Center personnel will:

- Log any incoming express or certified mail and notify recipients of delivery.
- Sort incoming interoffice mail and mail from the post office.
- Assist with sending JEA business-related mail via JEA's express services contract for those packages using JEA's express services account.
- Calculate postage, as well as meter and seal outgoing mail.
- Assist with scheduling same day express services pick-up if received in the Mail Center by 2 PM.
- Stock a limited supply of shipping boxes and letter envelopes provided for free by USPS and JEA's current express services company.
- Provide assistance with tracking packages and finding the most cost-effective method of shipment.

Mail Center personnel will NOT:

- Sell postage (stamped or metered).
- Provide packaging materials or act as a supply center.
- Package or prepare outgoing mail (all outgoing mail received in the Mail Center must be properly packaged and labeled).
- Accept or handle personal mail or packages, even with postage already attached, for outgoing shipment.
- Package or label express services (such as UPS or FedEx) items being sent using another shipper's account number.
- Accept freight shipments (individuals expecting freight shipments shall arrange delivery with the shipper and JEA Facilities).
- Schedule same day express services pick-ups received in the Mail Center after 2 PM.

F. Mail Distribution

F.1. Incoming USPS/Interoffice Mail

All incoming mail is housed in the Mail Center Operations Room until processed by Mail Center personnel. Mail sent through the USPS is received in the Mail Center daily by JEA's designated Courier Services by 7:30 AM. A list of Interoffice Courier Services locations is attached to this procedure as Appendix A.

The Mail Center personnel will prioritize processing incoming mail in the following order:

- Checks and customer correspondence
- Certified and express mail
- Non-bulk rate mail
- Bulk rate mail, including magazines, junk-mail, advertisements, etc...

Bulk rate mail may be discarded or returned to sender if an employee is no longer at JEA or the recipient is unknown.

When the location of the person is unknown, Mail Center personnel will attempt to look up the person using OrgWalker. It is up to each employee to have a current physical location updated on OrgWalker and known incoming mail for proper mail distribution.

When the recipient is unknown, the mail item may be opened to ascertain routing. The Mail Center will stamp the mail as having been opened by Mail Center personnel. If future correspondence with the sender is expected, then the recipient should contact the sender to provide a full routing address. If mail is not received as expected, please contact Mail Center personnel at 665-MAIL or at mail@jea.com. Mail Center personnel will contact the Courier Services or Post Office and ascertain the reason for delays or missed mail stops.

Freight deliveries are not accepted in the Mail Center. Please coordinate freight deliveries with the shipper and the JEA Facilities Department directly to ensure freight delivery can be accepted. The recipient of a freight delivery must be present for delivery and acceptance.

F.2. Incoming Express Mail

Express mail is delivered from UPS and FedEx to JEA several times a day. Mail Center personnel will notify recipients of express packages throughout the day. Mail Center personnel make every effort to quickly process express mail. JEA Employees should check with Mail Center personnel if time sensitive packages are likely to arrive or are expected.

For certified and express packages, Mail Center personnel will send an e-mail indicating receipt and will assign a box number to the item. The recipient should acknowledge having picked up the item by responding accordingly to the e-mail. All items shall be picked up as soon as practicable and no later than three business days after notification of receipt from the Mail Center. If there is no response within three business days, the Mail Center personnel will notify the Manager of the recipient. If there is no response from the recipient or Manager after a total of five business days, the package will be returned to sender.

F.3. Outgoing Mail

All Outgoing mail must be received in the Mail Center by 2 PM to go out same day. Outgoing mail shall be properly packaged, labeled (including a return name and address), and be placed in the designated outgoing mail bins serviced by JEA's Courier Services or Mail Center personnel. Mail Center personnel will make every effort to meter outgoing mail up until the time the mail is picked up for transport to the Post Office (3 PM). However, due to large project mailings or other rush needs, same day processing is only guaranteed if mail reaches the Mail Center by 2 PM.

F.4. Outgoing Express Services

Priority Mail, Next Day Air, 2nd Day Air, 3-Day Select or ground package delivery services are available through the Mail Center. Mail Center personnel will assist in sending express mail relating to JEA business for non-regular users of this service.

Employees with a regular need to send items through express services, should contact the Mail Center to set up an individual username under JEA's account.

Anyone sending mail using JEA's account must have their name on the item to be sent. All express services should be sent using the most cost-effective method. Mail Center personnel can assist with finding the most efficient, effective and cost-friendly method of shipment.

For outgoing shipments not received in the Mail Center by 2 PM, the sender should either contact the express service company directly or utilize one of the company's express locations downtown.

F.5. Certified Mail

The Mail Center will assist with sending certified mail by providing USPS green cards or using certified mail labels provided by JEA's postal account.

F.6. Bulk Mailings

The Mail Center will assist with bulk or mass mailings upon request. Business Units shall contact the Mail Center as soon as practicable to alert personnel as to the volume of mail to be sent, timelines for sending the mail, and to give any other mailing instructions. Business Units with a budget for postage or a project budget necessitating a bulk mailing shall transfer funds to the Mail Center cost center to cover the cost of any single mailing utilizing over \$200 of postage.

F.7. USPS Accounts

The Mail Center funds a Business Reply Mail account which is available for facilitating JEA business. Other departments fund and control imprint, bulk permit and post office mailbox accounts.

F.8 Interoffice Mail

Interoffice mail is sorted by Mail Center personnel and distributed by JEA's courier services. Interoffice mail must clearly identify the recipient name and location. Interoffice mail should be placed in Mail Center mailboxes labeled for interoffice mail. These interoffice mailboxes are located in the Mail Center, at the mail stop location on the 3rd floor of the Tower building, and at other JEA addresses with designated areas for JEA's Courier Services to pick-up and drop-off mail.

G. Postage Machine & Metered Mail

Only Mail Center personnel are authorized to utilize the postage machine. The Postage Machine shall be in a location such that only authorized users are able to run postage. Before the postage amount on the meter goes below \$2,000, the Mail Center personnel will prepare a check request in the amount of \$10,000 to add funds to the machine.

Mail Center personnel shall keep a daily log of postage usage. This daily log shall at a minimum include:

- Each person utilizing the postage meter;
- Start and end postage balances;
- Total amount of postage metered;
- Number, type, and postage dollar amount of outgoing mail; and
- The business units or person(s) sending multiple mail items.

For mail that is improperly metered, spoiled or unused, Mail Center personnel shall use USPS Form 3533 to obtain a refund.

H. Suspicious Mail and Packages

The Mail Center is equipped with a letter and parcel scanner. All incoming letter mail will be placed through the scanner for detection of any suspicious letters and parcels.

The Mail Center personnel shall be knowledgeable about detecting suspicious packages including reading and reviewing the United States Post Office's "Guide to Mail Center Security" and the Department of Homeland Security's "Best Practices for Mail Screening and Handling Processes: A Guide for the Public and Private Sectors."

All JEA employees handling JEA mail are encouraged to review the suspicious mail or packages training materials in the training section of the Corporate Records Compliance website. If an employee believes mail or a package to be suspicious, that employee shall immediately contact Security with the location

of the package as well as to the reason for the suspicion. Security will follow their procedures (post orders) for handling mail deemed suspicious.

I. Responsibility

All appointed managers, personnel and employees have the responsibility for upholding this procedure. The Manager Corporate Records Compliance is responsible for the maintenance of this procedure.

SIGNED: /s/ Patrick Maginnis
Title: Director of Security, Fire & Corporate Records Compliance
Effective Date: 2/12/2016

Revised Dates: 1/25/2016

Origination Date: 6/30/2013

KEYWORDS: Mail, mailroom, courier, package, UPS, certified

Rev. #	Date	Description	Approved by
0	6/30/2013	Procedure titled "Use of JEA Mail Centers and JEA Warehouses for Personal/Non-Business Use" created	Rashida George, Mgr Accounts Payable
1	1/25/2016	Procedure rewritten, renamed, reviewed and approved	Jasen Hutchinson, Mgr Corporate Records Compliance

EXHIBIT B

Payment Schedule

36 month agreement as follows:

	Year 1	Year 2	Year 3	Total
Monthly Payment	\$ 6,479.00	\$ 6,820.00	\$ 7,161.00	
Annual Fees	\$ 77,748.00	\$ 81,840.00	\$ 85,932.00	\$245,520.00

Ricoh’s BAFO bid price reflected \$6,820 per month with a total contract fee schedule of \$245,520. Following the above fee schedule, the total contract fee will remain the same \$245,520 for the JEA.

BAFO	Table A - Courier Regular Routes	Table B - Courier Special	Total Courier	Mailroom Operations	3 year total	Split up before BAFO
RICOH	\$ 6,505.92	\$ 4,430.73	\$ 10,936.65	\$ 6,820.00		\$ 245,520.00
Priority Couriers	\$ 4,248.00	\$ 2,200.00	\$ 6,448.00	\$ 4,000.00		
Original Pricing	Table A - Courier Regular Routes	Table B - Courier Special	Total Courier	Mailroom Operations	Combined Services	Original informal Award
RICOH	\$ 6,824.57	\$ 4,547.44	\$ 11,372.01	\$ 6,833.00	\$ 655,380.36	\$ 245,988.00
Priority Couriers	\$ 4,248.00	\$ 2,790.00	\$ 7,038.00	\$ 4,200.00	\$ 404,568.00	\$ 253,368.00
						\$ 499,356.00

BAFO savings Courier \$ 21,240.00 Savings for splitting u \$ 156,024.36
BAFO savings Mailroom \$ 468.00

Total BAFO Savings \$ 21,708.00

Total Contract value for three years - Courier \$ 232,128.00
Total Contract value for three years - Mailroom \$ 245,520.00



Formal Bid and Award System

Award #3 April 1, 2022

Type of Award Request: INVITATION FOR BID (IFB)
Request #: 176
Requestor Name: Vondrasek, Gary R. - Manager Telecom Sales & Services
Requestor Phone: (904) 665-7383
Project Title: Northside Generating Station Bi-Directional Amplifier Supply and Installation
Project Number: 8007312
Project Location: JEA
Funds: Capital
Budget Estimate: \$450,000.00 (\$540,000.00 after budget transfer)

Scope of Work:

The purpose of this solicitation is to purchase supply and installation of a bi-directional amplifier. The bi-directional amplifier is an 800 MHz Comba Fiber DAS (Distributed Antenna System) at the Northside Generating Station located at 4377 Heckscher Drive, Jacksonville, FL 32226 to enhance signal coverage. This plant is operational 24-7, 365 days a year, and as such, the contractor shall take all the necessary steps to prevent any impacts to the daily operations.

JEA IFB/RFP/State/City/GSA#: #1410379448
Purchasing Agent: Dambrose, Nick
Is this a ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
MOBILE COMMUNICATIONS AMERICA, INC.	Bobby Calhoun	bobbycalhoun@callmc.com	6609 Commonwealth Ave, Jacksonville, FL 32254	904.219.5725	\$523,578.00

Amount for entire term of Contract/PO: \$523,578.00

Award Amount for remainder of this FY: \$523,578.00

Length of Contract/PO Term: Project Completion

Begin Date (mm/dd/yyyy): 04/18/2022

End Date (mm/dd/yyyy): Project Completion

JSEB Requirement: N/A – Optional

Bidders:

Bidder	Amount	Rank
MOBILE COMMUNICATIONS AMERICA, INC.	\$523,578.00	1

Background/Recommendations:

Advertised on 09/16/2021. One (1) vendor attended the optional Pre-Bid Meeting on 09/21/2021. At Bid opening on 01/25/2022, JEA received one (1) Bid. JEA sought correspondence with other potential

bidders to understand reasons for low participation. No correspondence was returned. In addition, this project is unique in scope and price comparison against similar projects is not feasible. After review, Mobile Communications America, Inc. is deemed to be the lowest responsive and responsible Bidder. A copy of the Bid Workbook is attached as backup.

This award is for \$523,578.00 for supply and installation of a 800 MHz Comba Fiber DAS (Distributed Antenna System). JEA separately solicited the assistance of a third party vendor to perform a full site survey to determine the areas where adequate signal coverage is not being met per Public Safety code. The areas where the inside and outside coverage is to be enhanced is as follows:

- Building 68 (Maintenance Facility)
- Power Block Room attached to the Maintenance Facility
- Building 29 (Warehouse Supplies)
- Building 33
- Building 74
- AQCS Building
- Ground Floor (Level 1) and Mezzanine Floor (Level 2) of the Main Turbine Building, including all of the electrical buss rooms

There is NOT adequate signal coverage in the above areas, for Public Safety, per code NFPA Ch.11.10. The code recommends 95% area of better than -95 dBm and 99% area of >-95 dBm for critical areas, such as stairs, elevators, and fire command center.

The award amount includes a ten (10%) percent supplemental work allowance (SWA). The award amount with the SWA is approximately \$74,000.00 higher than the budget estimate. The budget estimate was lower than the award request because there was a price increase in the materials and labor required for this system. The original estimate was prepared months before the package was sent out for bid. JEA has completed a budget transfer to cover the additional funds needed for this project.

1410379448 – Request approval to award a contract to Mobile Communications America, Inc. for Northside Generating Station Bi-Directional Amplifier Supply and Installation in the amount of \$523,578.00, subject to the availability of lawfully appropriated funds.

Manager: Vondrasek, Gary R. - Manager Telecom Sales & Services
Director: Traylor, Kymberly A. - Dir Network & Telecommunication Services
VP: Datz, Stephen H. - VP Technical Services
Chief: Krol, Bradley D. - Chief Information Officer

APPROVALS:

Stephen Datz 4/4/22

Chairman, Awards Committee **Date**

Laure A Whitmer 4/5/22

Budget Representative **Date**

#1410379448 - Northside Generating Station Bi-Directional Amplifier Supply and Installation
Appendix B - Bid Workbook

Lot Name : Respondent shall return the solicited						MOBILE COMMUNICATIONS	
Item Information			Estimated Quantity	Quantity	UOM	Pricing Information	Total Cost inUSD
						Unit Cost in USD	Total Cost :: {Lump Sum} *
ITEM NO	ITEM NAME	ITEM DESCRIPTION				Lump Sum	
1	Engineering Services	include all Engineering Services Activities necessary to successfully	1	1	UOM	\$ 85,621.00	\$ 85,621.00
2	Material Cost	include all Material Costs necessary to successfully complete the Work.	1	1	UOM	\$ 149,854.00	\$ 149,854.00
3	Installation Cost	include all Installation Costs necessary to successfully complete the	1	1	UOM	\$ 222,814.00	\$ 222,814.00
4	Third Party Inspector	input \$20,000.00 for the cost of a third party inspector. The Third Party	1	1	UOM	\$ 20,000.00	\$ 20,000.00
5	Supplemental Work Allowance	Sum Items 1-3 and multiply by 10%. Insert 10% of amount of subtotaled Items 1-	1	1	UOM	\$ 45,289.00	\$ 45,289.00
						Lot Total :	\$ 523,578.00
						Currency :	USD



Formal Bid and Award System

Award #4 April 1, 2022

Type of Award Request: INVITATION TO NEGOTIATE (ITN)
Request #: 352
Requestor Name: Hightower, Justin
Requestor Phone: (904) 665-8357
Project Title: JEA Fleet Services Medium Duty Vehicle Maintenance and Repair Services
Project Number: HEA0800
Project Location: JEA
Funds: O&M
Budget Estimate: \$2,756,754.85

Scope of Work:

The purpose of this Invitation to Negotiate (the "ITN") is to solicit pricing for the maintenance and repair services for JEA's Medium Duty Vehicle Fleet. The services that will be performed under this scope will be at a minimum preventative maintenance, corrective maintenance, yard checks, and road calls to support JEA operations. To date, there are 460 Medium Duty Vehicle assets that will be part of this program with the majority of them being Ford vehicles (418 vehicles) and the remainder Dodge vehicles (42 vehicles). During the last 36 months, the average annual spend for maintenance and repair to Medium Duty assets was \$952,634.97.

JEA IFB/RFP/State/City/GSA#: ITN 1410534046-22
Purchasing Agent: Eddie Bayouth
Is this a Ratification?: No

RECOMMENDED AWARDEE:

Name	Vendor Contact	Email	Address	Phone	Award Amount
DUVAL FORD	Chris Pace	chris.pace@duvalford.com	8050 PHILIPS HWY, JACKSONVILLE, FL 32256	904-381- 6554	\$3,220,306.80

Amount for entire term of Contract/PO: \$3,220,306.80
Award Amount for remainder of this FY: \$313,085.38
Length of Contract/PO Term: Three (3) Year w/Two (2) – 1 Yr. Renewals
Begin Date (mm/dd/yyyy): 05/01/2022
End Date (mm/dd/yyyy): 04/30/2025
Renewal Options: Yes, Two (2) – One (1) Yr. Renewals
JSEB Requirement: N/A - Optional

BIDDERS:

Name	Original Amount	Original Number of Vehicle Groupings Awarded	BAFO Amount	BAFO Number of Vehicle Groupings to be Awarded
DUVAL FORD	\$5,091,643.91	3	\$5,034,157.08	3
COGGIN FORD	\$5,930,101.73	0	\$5,613,549.71	0

Background/Recommendation:

Advertised on 01/07/2022. Three (3) vendors attended the optional pre-response meeting held on 01/14/2022. At bid opening, held on 02/17/2022, JEA received two (2) Responses.

Over the past three (3) years, JEA’s Medium Duty Maintenance and Repair was performed by Coggin Ford. With the contract expiring on June 15th of this year, the JEA team which includes members from Procurement, Operations Support Services, and Fleet Services have worked together to improve the service commodity by focusing on the following areas:

- Leveraging JEA’s purchasing power through 1) grouping brand specific assets, and 2) revised maintenance forecasting
- Allowing the maintenance providers to contribute to the projected maintenance plan development

This solicitation was grouped into three (3) categories: Medium Duty Dodge, Medium Duty and Yardwork for (2) locations. Within Medium Duty Dodge and Medium Duty, projections for Ad Hoc Services to cover for storm support, upfitting/down fitting, technician support and Fleet’s Fire Extinguisher program were included in an effort to capture pricing and potential savings should the services be required. Each section was to be awarded individually to highest ranked Company. JEA evaluated both companies, based on minimum qualifications, pricing, professional experience, location, availability, and cost containment efficiencies. Duval Ford was deemed the highest overall value to JEA. The decision was made to reduce the overall BAFO Award amount to more closely align with actual requirements.

The award amount of \$3,220,306.80 was calculated by using the existing fleet makeup and the corresponding projected maintenance, both preventative and corrective, that will occur over the next three (3) year period. These numbers can fluctuate depending on actual usage of the vehicle, future fleet purchases and retirements, the severity and frequency of major repairs, along with fleet plans as part of JEA growth.

1410534046-22 - Request approval to award a contract to Duval Ford for JEA Fleet Services Medium Duty Vehicle Maintenance and Repair Services in the amount of \$3,220,306.80, subject to the availability of lawfully appropriated funds.

Manager: Justin Hightower, Manager, Fleet Services
Director: Baley Brunell – Director, Facilities & Fleet Services
VP: McElroy, Alan – VP Supply Chain & Operations Support

APPROVALS:

Stephen Datz 4/4/22
Chairman, Awards Committee Date

Laure A Whitmer 4/5/22
Budget Representative Date

Duval Ford JEA Fleet Services Maintenance & Repair Medium Duty and Yardwork Services		
Bid Group	Bid Summary	Subcontract MarkUp %
Medium Duty Dodge	\$ 459,751.37	1%
Medium Duty	\$ 3,713,129.71	1%
Yardwork	\$ 470,376.00	N/A
Ad Hoc Services	\$ 390,900.00	N/A
Total	\$ 5,034,157.08	N/A

Coggins Ford JEA Fleet Services Maintenance & Repair Medium Duty and Yardwork Services		
Bid Group	Bid Summary	Subcontract MarkUp %
Medium Duty Dodge	\$ -	0%
Medium Duty	\$ 4,480,369.79	5%
Yardwork	\$ 586,800.00	N/A
Ad Hoc Services	\$ 546,379.92	N/A
Total	\$ 5,613,549.71	N/A

APPENDIX B- RESPONSE WORKBOOK DUVAL FORD			
JEA Fleet Services Medium Duty Maintenance and Repair			
Company shall submit pricing in Column B to perform corrective maintenance as described in Sections 3.3, and 3.7, of			
1. Corrective Maintenance Annual Breakout			
	Rate	Estimated Volume	Year 1
3.3 Labor, Benefits, Overhead, Indirect Shop Supplies			
3.3.1 CM Labor Rate per Hour Enter Cost Per Hour	\$ 110.00	4000	\$ 440,000.00
3.3.2 CM Labor Rate per Hour After-Hours (5pm - 6am M-F, S & S, Holidays) Enter Cost Per Hour	\$ 130.00	40	\$ 5,200.00
3.3.3 Cost Plus % Pricing for Parts (Not to exceed 20%) Enter Percent	18%	300,000	\$ 354,000.00
3.7.1 Regular Business Road Call Response & Diagnostic Fee (*Fixed Rate per Incident - Exclusive of Maintenance Costs Performed as that is Covered in Above Costs) Enter Cost Per Call	\$ 115.00	170	\$ 19,550.00
3.7.2 After-Hours Road Call Response & Diagnostic Fee (*Fixed Rate per Incident - Exclusive of Maintenance Costs Performed as that is Covered in Above Costs) (5pm - 6am M-F, S & S, Holidays) Enter Cost Per Call	\$ 135.00	35	\$ 4,725.00
3.7.3 Transportation Services Fee (*Fixed Rate per Occurrence for a One-way charge regardless of pickup or drop off location) Enter Cost Per Event	\$ 45.00	505	\$ 22,725.00
Subtotal			\$ 846,200.00
3.7.2 Towing Service Inbound to Shop * Direct Pass Through * Estimated Amount will be used and included for Contract Value Enter Cost Per Event	\$ 200.00	30	\$ 6,000.00
Subtotal			\$ 6,000.00
Year 1 Not To Exceed Cost			\$ 852,200.00
Year 2 Not To Exceed Cost			\$ 852,200.00
Year 3 Not To Exceed Cost			\$ 852,200.00

2. Preventative Maintenance Annual Breakout			
Company shall submit percent mark up for subcontracted work as described in Section 4 of Appendix A Technical			
	Rate	Estimated Volume	Year 1
Labor, Benefits, Overhead, Indirect Shop Supplies			
Cumulative PM (Carried Over from Tab)			
Year 1 Not To Exceed Cost			\$ 396,765.86
Year 2 Not To Exceed Cost			\$ 389,816.24
Year 3 Not To Exceed Cost			\$ 369,947.61

TOTAL YEAR 1 COST			\$ 1,248,965.86
TOTAL THREE (3) YEAR COST (TRANSFER THIS AMOUNT TO THE RESPONSE FORM)			\$ 3,713,129.71
4.0 Percentage of Subcontracting (Enter Percentage)	1%		

APPENDIX B- RESPONSE WORKBOOK COGGINS FORD			
JEA Fleet Services Medium Duty Maintenance and Repair			
Company shall submit pricing in Column B to perform corrective maintenance as described in Sections 3.3, and 3.7, of			
1. Corrective Maintenance Annual Breakout			
	Rate	Estimated Volume	Year 1
3.3 Labor, Benefits, Overhead, Indirect Shop Supplies			
3.3.1 CM Labor Rate per Hour Enter Cost Per Hour	\$ 139.50	4000	\$ 558,000.00
3.3.2 CM Labor Rate per Hour After-Hours (5pm - 6am M-F, S & S, Holidays) Enter Cost Per Hour	\$ 139.50	40	\$ 5,580.00
3.3.3 Cost Plus % Pricing for Parts (Not to exceed 20%) Enter Percent	20%	300,000	\$ 360,000.00
3.7.1 Regular Business Road Call Response & Diagnostic Fee (*Fixed Rate per Incident - Exclusive of Maintenance Costs Performed as that is Covered in Above Costs) Enter Cost Per Call	\$ 224.25	170	\$ 38,122.50
3.7.2 After-Hours Road Call Response & Diagnostic Fee (*Fixed Rate per Incident - Exclusive of Maintenance Costs Performed as that is Covered in Above Costs) (5pm - 6am M-F, S & S, Holidays) Enter Cost Per Call	\$ 224.25	35	\$ 7,848.75
3.7.3 Transportation Services Fee (*Fixed Rate per Occurrence for a One-way charge regardless of pickup or drop off location) Enter Cost Per Event	\$ 75.00	505	\$ 37,875.00
Subtotal			\$ 1,007,426.25
3.7.2 Towing Service Inbound to Shop * Direct Pass Through * Estimated Amount will be used and included for Contract Value Enter Cost Per Event	\$ 225.00	30	\$ 6,750.00
Subtotal			\$ 6,750.00
Year 1 Not To Exceed Cost			\$ 1,014,176.25
Year 2 Not To Exceed Cost			\$ 1,014,176.25
Year 3 Not To Exceed Cost			\$ 1,014,176.25

2. Preventative Maintenance Annual Breakout			
Company shall submit percent mark up for subcontracted work as described in Section 4 of Appendix A			
	Rate	Estimated Volume	Year 1
Labor, Benefits, Overhead, Indirect Shop Supplies			
Cumulative PM (Carried Over from Tab)			
Year 1 Not To Exceed Cost			\$ 491,039.08
Year 2 Not To Exceed Cost			\$ 487,013.51
Year 3 Not To Exceed Cost			\$ 459,788.45

TOTAL YEAR 1 COST			\$ 1,505,215.33
TOTAL THREE (3) YEAR COST (TRANSFER THIS AMOUNT TO THE RESPONSE FORM)			\$ 4,480,369.79
4.0 Percentage of Subcontracting (Enter Percentage)	5%		

Duval Ford			
JEA Fleet Services Medium Duty Dodge Maintenance and Repair			
Company shall submit pricing in Column B to perform corrective maintenance as described in Sections 3.3, and 3.7, of			
1. Corrective Maintenance Annual Breakout			
	Rate	Estimated Volume	Year 1
3.3 Labor, Benefits, Overhead, Indirect Shop Supplies			
3.3.1 CM Labor Rate per Hour Enter Cost Per Hour	\$ 110.00	400	\$ 44,000.00
3.3.2 CM Labor Rate per Hour After-Hours (5pm - 6am M-F, S & S, Holidays) Enter Cost Per Hour	\$ 130.00	4	\$ 520.00
3.3.3 Cost Plus % Pricing for Parts (Not to exceed 20%) Enter Percent	18%	36,000	\$ 42,480.00
3.7.1 Regular Business Road Call Response & Diagnostic Fee (*Fixed Rate per Incident - Exclusive of Maintenance Costs Performed as that is Covered in Above Costs) Enter Cost Per Call	\$ 115.00	17	\$ 1,955.00
3.7.2 After-Hours Road Call Response & Diagnostic Fee (*Fixed Rate per Incident - Exclusive of Maintenance Costs Performed as that is Covered in Above Costs) (5pm - 6am M-F, S & S, Holidays) Enter Cost Per Call	\$ 135.00	4	\$ 540.00
3.7.3 Transportation Services Fee (*Fixed Rate per Occurrence for a One-way charge regardless of pickup or drop off location) Enter Cost Per Event	\$ 45.00	26	\$ 1,170.00
Subtotal			\$ 90,665.00
3.7.2 Towing Service Inbound to Shop * Direct Pass Through * Estimated Amount will be used and included for Contract Value Enter Cost Per Event	\$ 200.00	3	\$ 600.00
Subtotal			\$ 600.00
Year 1 Not To Exceed Cost			\$ 91,265.00
Year 2 Not To Exceed Cost			\$ 109,518.00
Year 3 Not To Exceed Cost			\$ 131,421.60

2. Preventative Maintenance Annual Breakout			
Company shall submit percent mark up for subcontracted work as described in Section 4 of Appendix A Technical			
	Rate	Estimated Volume	Year 1
<u>Labor, Benefits, Overhead, Indirect Shop Supplies</u>			
<u>Cumulative PM (Carried Over from Tab)</u>			
Year 1 Not To Exceed Cost			\$ 43,406.33
Year 2 Not To Exceed Cost			\$ 44,126.53
Year 3 Not To Exceed Cost			\$ 40,013.91

TOTAL YEAR 1 COST			\$ 134,671.33
TOTAL THREE (3) YEAR COST (TRANSFER THIS AMOUNT TO THE RESPONSE FORM)			\$ 459,751.37
4.0 Percentage of Subcontracting (Enter Percentage)	1%		

JEA Fleet Services Yard Duty Maintenance and Repair Duval Ford

Company shall submit pricing in Column C to perform Yardwork Support as described in Sections 3.4, of Appendix A - Technical Specifications.

Yardwork				
	Supplier Bid Priority (1-2)	Rate	Estimated Volume	Year 1
Labor, Benefits, Overhead, Indirect Shop Supplies				
Pearl St - Fixed monthly rate for 2 hours per day (travel time included for in yard coverage 6am - 8am M-F) Enter monthly rate.		\$ 4,983.00	12	\$ 59,796.00
Southside - Fixed monthly rate for 2 hours per day (travel time included for in yard coverage 6am - 8am M-F) Enter monthly rate.		\$ 4,983.00	12	\$ 59,796.00
Cost Plus % Pricing for Parts (Not to exceed 20%)		20%	\$ 31,000.00	\$ 37,200.00

TOTAL YEAR 1 COST	\$ 156,792.00
TOTAL THREE (3) YEAR COST (TRANSFER THIS AMOUNT TO THE RESPONSE FORM)	\$ 470,376.00

JEA Fleet Services Yard Duty Maintenance and Repair Coggins Ford

Company shall submit pricing in Column C to perform Yardwork Support as described in Sections 3.4, of Appendix A - Technical Specifications.

Yardwork				
	Supplier Bid Priority (1-2)	Rate	Estimated Volume	Year 1
Labor, Benefits, Overhead, Indirect Shop Supplies				
Pearl St - Fixed monthly rate for 2 hours per day (travel time included for in yard coverage 6am - 8am M-F) Enter monthly rate.		\$ 6,600.00	12	\$ 79,200.00
Southside - Fixed monthly rate for 2 hours per day (travel time included for in yard coverage 6am - 8am M-F) Enter monthly rate.		\$ 6,600.00	12	\$ 79,200.00
Cost Plus % Pricing for Parts (Not to exceed 20%)		20%	\$ 31,000.00	\$ 37,200.00

TOTAL YEAR 1 COST	\$ 195,600.00
TOTAL THREE (3) YEAR COST (TRANSFER THIS AMOUNT TO THE RESPONSE FORM)	\$ 586,800.00

Duval Ford			
JEA Fleet Services Maintenance and Repair AdHoc Services for Medium Duty			
Company shall submit pricing in Column B to perform Ad Hoc Services as described in Sections 5.1, 5.2, 5.3 & 5.4, of Appendix A - Technical Specifications. The estimated one (1) year quantities are to be used as guidelines and are not a guarantee of work.			
5.1 Upfitting & Downfitting			
	Rate	Estimated Volume	Year 1
Labor, Benefits, Overhead, Indirect Shop Supplies			
Hourly Service Rate (travel time not included)	\$ 100.00	380	\$ 38,000.00
5.2 Emergency/Storm Support			
	Rate	Estimated Volume	Year 1
Labor, Benefits, Overhead, Indirect Shop Supplies			
Hourly Service Rate (travel time not included)	\$ 150.00	336	\$ 50,400.00
5.3 Miscellaneous Technician Support			
	Rate	Estimated Volume	Year 1
Labor, Benefits, Overhead, Indirect Shop Supplies			
Hourly Service Rate (travel time not included)	\$ 115.00	100	\$ 11,500.00
5.4 Fire Extinguisher Program			
	Rate	Estimated Volume	Year 1
Labor, Benefits, Overhead, Indirect Shop Supplies			
Hourly Service Rate (travel time not included)	\$ 80.00	380	\$ 30,400.00

TOTAL YEAR 1 COST	\$ 130,300.00
TOTAL THREE (3) YEAR COST (TRANSFER THIS AMOUNT TO THE RESPONSE FORM)	\$ 390,900.00

Coggins Ford			
JEA Fleet Services Maintenance and Repair AdHoc Services for Medium Duty			
Company shall submit pricing in Column B to perform Ad Hoc Services as described in Sections 5.1, 5.2, 5.3 & 5.4, of Appendix A - Technical Specifications. The estimated one (1) year quantities are to be used as guidelines and are not a guarantee of work.			
5.1 Upfitting & Downfitting			
	Rate	Estimated Volume	Year 1
Labor, Benefits, Overhead, Indirect Shop Supplies			
Hourly Service Rate (travel time not included)	\$ 139.50	380	\$ 53,010.00
5.2 Emergency/Storm Support			
	Rate	Estimated Volume	Year 1
Labor, Benefits, Overhead, Indirect Shop Supplies			
Hourly Service Rate (travel time not included)	\$ 184.99	336	\$ 62,156.64
5.3 Miscellaneous Technician Support			
	Rate	Estimated Volume	Year 1
Labor, Benefits, Overhead, Indirect Shop Supplies			
Hourly Service Rate (travel time not included)	\$ 139.50	100	\$ 13,950.00
5.4 Fire Extinguisher Program			
	Rate	Estimated Volume	Year 1
Labor, Benefits, Overhead, Indirect Shop Supplies			
Hourly Service Rate (travel time not included)	\$ 139.50	380	\$ 53,010.00

TOTAL YEAR 1 COST	\$ 182,126.64
TOTAL THREE (3) YEAR COST (TRANSFER THIS AMOUNT TO THE RESPONSE FORM)	\$ 546,379.92

	BAFO Duval Ford (New Contract)				
	One Year Average	12 Month Rolling Actuals	Possible Annual Reductions	Comments /Recommendation	
Overall Price BAFO Price	\$ 1,678,052.10	\$ 943,135.60			
Corrective Maitenance -MD Ford - 3 Year Total	\$ 852,200.00				
		\$ 592,040.20		Corrective is not predictable. There is the possibility of reducing using actual numbers for the projections. Although, throughout the contract there was \$200K in invoicing that Coggin did not charge timely and wrote off of their books. They regularly stay months behind in invoicing causing our projections to	
Corrective Maintenance - MD Dodge Annual - 3 Year Total	\$ 110,734.87		\$ (370,894.67)	be skewed.	
				Yardwork SSSC was suspended causing the Delta. Recommend leaving the numbers the same. The plan is to implement services back	
Yard Work - 3 Year Total	\$ 156,792.00	\$ 55,048.85	\$ (101,743.15)	Vendor has not been focusing on OEM Services - Leave amount as is. The current contract used numbers that were over exaggerated.	
Preventative Maintenance -3 Year Total	\$ 428,025.24	\$ 296,046.55	\$ (131,978.69)	AD HOC WAS NOT EXISTENT ON THE PREVIOUS CONTRACT Storm Support was added @ \$50,400 annually . Suggest leaving amounts the same. The original contract allowed for a charge for fire extinguishers	
Ad Hoc	\$ 130,300.00	\$ -			
MD Asset Count at Time of Solicitation					

Possible reduction to 3 Year Award	\$ (1,813,849.51)
New Award Amount	\$ 3,220,306.80
New Annual Amount	\$ 1,073,435.60
Differential New Annual vs. Current Annual	\$ 130,300.00



Formal Bid and Award System

Award #5 April 1, 2022

Type of Award Request: REAL ESTATE DIRECTIVE
Requestor Name: Connolly, Eileen M. - Real Estate Coordinator
Requestor Phone: 904-665-4325
Project Title: CrossRoad United Methodist Church, Inc. – Easement Acquisition
Project Number: 8004887 – SIPS Phase 1
Project Location: JEA
Funds: Capital
Budget Estimate: N/A

Scope of Work:

JEA has negotiated an easement purchase with CrossRoad United Methodist Church, Inc. to install this pipeline for the Southside Integrated Piping System (SIPS) Program.

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

RECOMMENDED AWARDEE(S):

Owner	Contact Name	Address	Amount
CROSSROAD UNITED METHODIST CHURCH, INC.	Kevin Griffin	10005 Gate Parkway North, Jacksonville, FL 32246	\$72,000.00

Amount for entire term of Contract/PO: \$72,000.00
Award Amount for remainder of this FY: \$72,000.00
Length of Contract/PO Term: Project Completion
Begin Date (mm/dd/yyyy): 04/07/2022
End Date (mm/dd/yyyy): Project Completion
JSEB Requirement: N/A – Real Estate Directive

Background/Recommendations:

The JEA Procurement Code Exemptions in Section 2-201 includes purchases of Real Estate. The Real Estate Services Procurement Directive requires Awards Committee approval for Real Estate purchases of \$50,000.00 to \$500,000.00.

Several years ago, JEA installed a water line crossing the St. Johns River by the Mathews Bridge as part of the Total Water Management Plan Project. This large water line moves water from the north grid to the south grid of Duval County. The project's final connection station was a water plant in the Arlington area near Southside Blvd and Bradley Road. JEA is now connecting this pipeline from the Bradley Road station to the Deerwood WTP off Southside Blvd. The route is several miles long and it will be in COJ's public right of way for the majority of the project. However, there is a section where it jumps into a JEA electric corridor that crosses JTB. In the eastern 75 feet, JEA only has an electric easement interest. With

this project, we are purchasing an easement to install this pipeline and any future pipelines in the eastern 75 feet of the entire corridor.

JEA has negotiated an easement acquisition with CrossRoad United Methodist Church, Inc. It should be noted that the appraisal was completed for 4.26 acres, but the church has since sold a portion of the property and has just the 1.69 acres remaining. The 1.69 acres was used to calculate the appraised value of this land at \$70,980.00 as shown on the Appraised Value Calculation spreadsheet attached as backup. There will be a separate award in the future for the remainder of the easement rights to the north of this property.

JEA has agreed to the following terms:

1. Pay the negotiated purchase price of \$72,000.00 for the easement rights.
2. JEA has agreed to a parking agreement in the corridor to temporarily allow overflow parking for the church.

The Real Estate Property Procurement Officer and OGC have reviewed and approved the purchase agreement. Real Estate Services requests approval of the acquisition as outlined in the respective purchase agreement to support the water line project. The Purchase Agreement, Appraisal, and Map of Parcel have been attached as back up.

Request approval of purchase from CrossRoad United Methodist Church, Inc. for the subject property – Easement Acquisition Purchase for a total not-to-exceed amount of \$72,000.00, subject to the availability of lawfully appropriated funds.

VP: Pope, Jordan A. - VP of Corporate Strategy
VP: Mitchell Jr., Paul W. - VP Economic Development
Chief: Dutton, Laura. - Chief Strategy Officer

APPROVALS:

<u>Stephen Datz</u>	4/4/22
Chairman, Awards Committee	Date
<u>Laure A Whitmer</u>	4/5/22
Budget Representative	Date

Project: SIPS – Deerwood to Greenland
RE Parcel #: 167727-0098

JEA
EASEMENT PURCHASE AGREEMENT

THIS EASEMENT PURCHASE AGREEMENT is made and entered as of the date on which the latter of the parties hereto executes this Agreement (the “Effective Date”) by and between **JEA**, a body politic and corporate (“Buyer”), and **CrossRoad United Methodist Church, Inc.**, a Florida non-profit corporation (“Seller”).

WITNESSETH:

For and in consideration of the mutual covenants and conditions herein contained, Seller hereby agrees to sell and Buyer hereby agrees to buy the following property or interest therein, upon the following terms and conditions:

1. Description.

Grant of Easement as set forth in Exhibit A. The real property described in the Grant of Easement shall be referred to hereinafter as the “Easement Property”.

2. Purchase Price.

The Buyer shall pay Seller the sum of \$72,000.00, in cash or other good funds available for immediate disbursement, hereinafter the “Purchase Price”, for the Grant of Easement at Closing.

3. Inspection.

Buyer has completed any inspections of the Easement Property as of the date hereof. The Easement Property is sold in “As-Is” condition. Seller makes no representations or warranties, expressed or implied regarding the Easement Property or about any documents, communications, or other disclosures regarding the Easement Property.

4. Conveyance Documents.

Seller shall execute the Seller Documents (as hereinafter defined) and provide same to Buyer at Closing. The Parking Agreement (as hereinafter defined) shall be signed and recorded as provided in Section 8 below.

5. Casualty.

Risk of any casualty to or loss of the Easement Property occurring prior to Closing shall be borne by Seller.

6. Real Estate Commission.

Buyer and Seller each hereby represent that there are no brokers involved or that have a right to proceeds in this transaction. Seller and Buyer each hereby agree to indemnify and hold the other harmless from all loss, cost, damage or expense (including reasonable attorneys' fees at both trial and appellate levels) incurred by the other as a result of any claim arising out of the acts of the indemnifying party (or others on its behalf) for a commission, finder's fee or similar compensation made by any broker, finder or any party who claims to have dealt with such party. The representations, warranties and indemnity obligations contained in this section shall survive the Closing or the earlier termination of this Agreement.

7. Parking Agreement

At Closing, Buyer shall provide certain non-exclusive parking rights to Seller upon the Easement Property, pursuant to and upon the terms set forth in the Parking Agreement in the form attached hereto as Exhibit B (the "Parking Agreement"). Buyer and Seller shall execute the Parking Agreement at Closing and immediately thereafter record the Parking Agreement in the public records of Duval County, Florida, subsequent to the Grant of Easement.

8. Closing.

The consummation of the transaction contemplated hereby for the purchase of the Grant of Easement (the "Closing") shall take place concurrent with the execution of this Agreement. The Closing shall take place by mail and remote delivery of documents and Purchase Price to escrow and through escrow at the offices of Edwards Cohen, 200 W. Forsyth Street, Suite 1300, Jacksonville, Florida 32202, or at a location to be mutually designated by Buyer and Seller.

9. Documents to be delivered at Closing.

Seller shall deliver to Buyer at Closing (collectively, the "Seller Documents"):

- A. Grant of Easement attached as Exhibit A.
- B. The Parking Agreement attached as Exhibit B.
- C. Consent and Joinder of any mortgage holder.
- D. A certification that Seller is not a foreign person for purposes of Section 1445, Internal Revenue Code.
- E. An Owners No Lien and Possession Affidavit.
- F. Any other documentation reasonably required to consummate the transaction.

10. Closing Costs.

Closing costs shall be paid by Seller or Buyer as indicated.

(Check Where Applicable):

	SELLER	BUYER
(a) documentary stamps	N/A - exempt	
(b) Seller's attorney fees	X	
(c) Buyer's attorneys fees		X
(d) recording fees for curative documents		X
(e) recording fees for easements		X
(f) survey		X
(g) title commitment and policy		X
(h) Phase I and Phase II environmental site assessments.		X
(i) All other costs related to the Closing and consummation of the transactions contemplated in this Agreement		X

11. United Methodist Church Approvals.

Seller's obligation to consummate the transaction contemplated in the Agreement is subject to the approval and written consent of the District Superintendent of the North East District of the Florida Conference of The United Methodist Church, together with all other consents and approvals required under *The Book of Discipline of The United Methodist Church* (collectively, the "Seller Approvals"), which Seller has obtained prior to the execution of this Agreement. The parties acknowledge and agree that the obligation of Seller to consummate the transaction hereunder shall be subject to its receipt of the Seller Approvals.

12. Counterparts.

This Agreement may be executed in one or more counterparts, all of which shall be considered one

and the same agreement, and shall become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other party. Signatures on this Agreement which are transmitted by electronically shall be valid for all purposes, however any party shall deliver an original signature on this Agreement to the other party upon request.

13. Effective Date.

The “Effective Date” of this Agreement is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or final counter-offer. Calendar days will be used in computing time periods. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday in the State of Florida, shall extend to the next full business day. The term “business day” as used herein shall not include Saturday, Sunday and legal holidays in the State of Florida.

[SIGNATURES CONTAINED ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed on the dates stated below.

BUYER:

JEA, a body politic and corporate

By: _____
Jordan Pope
V.P., Corporate Strategy

Date: _____

SELLER:

CrossRoad United Methodist Church, Inc., a
Florida non-profit corporation

By: _____
Print: _____
Its: _____

Date: _____

By: _____
Print: _____
Its: _____

Date: _____

EXHIBIT A (To Purchase Agreement)

[attach easement form]

EXHIBIT B (To Purchase Agreement)

[attach Parking Agreement form]

LAMPE, ROY & ASSOCIATES, INC.

APPRAISERS-CONSULTANTS

1912 HAMILTON STREET, SUITE 204
JACKSONVILLE, FLORIDA 32210
(904) 588-7020
FAX (904) 588-9298
EMAIL: lra@lamperoy.net

July 12, 2021

Ms. Eileen M. Connolly
Real Estate Coordinator
JEA
21 W. Church Street
Jacksonville, FL 32202-3139

Re: Subsurface Rights Under Existing
Overhead Utility Easements on the
Property Located at 10005 Gate Parkway
N., Jacksonville, Duval County, FL; Our
File 5030

Dear Ms. Connolly:

This is in response to your request for an appraisal of the above referenced property. The subject of this appraisal consists of a 42.51-acre tract located on the north side of Gate Parkway and south side of Forest Boulevard South. The southern portion of this property is used in conjunction with the Crossroad United Methodist Church located at 10005 Gate Parkway North with the northern portion being vacant and covered with trees and native vegetation. A detailed discussion of this property will be found in later sections of this appraisal report.

The following narrative report contains data gathered during our investigation of the subject properties. This is to certify that we have no interest, contingent or otherwise, in this property and the fee for formulating our opinion of value is, in no way, contingent upon our value conclusions or final value estimates. Furthermore, the value conclusions and final value estimates reflected herein are not based upon minimum valuations, specific valuations or directed outcomes.

Value estimates are subject to the definition of Market Value as set forth in this report, as well as the General Assumptions and Limiting Conditions contained in the *Addendum* of this report. To the best of our knowledge, this report complies with the Uniform Standards

LAMPE, ROY & ASSOCIATES, INC.
APPRAISERS - CONSULTANTS

Ms. Eileen M. Connolly
Real Estate Coordinator
JEA
July 12, 2021
Page Two

of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Standards Board of the Appraisal Foundation, the State of Florida and the Appraisal Institute.

After carefully studying and analyzing the data available as of the Date of Value, it is our opinion, the Market Value of the subject as of July 6, 2021, was:

**ONE HUNDRED SEVENTY-EIGHT THOUSAND
NINE HUNDRED FIFTY DOLLARS
(\$178,950)**

The above market value estimate for the subject property is based upon the following related time estimates:

Exposure Time: Six Months to One Year

It should be specifically noted that the indications of value presented within this report and the final Market Value estimate reflected herein have been developed based upon the General Assumptions and Limiting Conditions contained in the *Addendum*.

USPAP defines an ***Extraordinary Assumption*** as “an assignment-specific assumption, as of the effective date regarding uncertain information used in an analysis which, if found to be false could alter the appraiser’s opinions or conclusions.” For this report, no ***Extraordinary Assumptions*** have been incorporated in this analysis.

USPAP defines a ***Hypothetical Condition*** as “a condition directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.” For this report, the following ***Hypothetical Condition*** has been incorporated in this analysis:

1. According to the last conveyance of the subject recorded in Official Records Book 9138, Pages 390 through 407, in Duval County, Florida, there are specified protective covenants to restrict the use of the property to a place of worship, a scholastic educational facility, a child day care facility serving not

LAMPE, ROY & ASSOCIATES, INC.
APPRAISERS - CONSULTANTS

Ms. Eileen M. Connolly
Real Estate Coordinator
JEA
July 12, 2021
Page Three

more 360 children, office, and administrative purposes, as well as not more than four single-family residences for church employees for a 25-year term.

These protective covenants are set to terminate on November 20, 2023. For purposes of this analysis, it is assumed that this restriction has been removed.

It is recognized that the use of this Hypothetical Condition affects the assignment results.

Ms. Connolly, we trust the enclosed information is of sufficient detail so as to clearly explain and document our estimated value conclusions. However, if any additional information pertaining to this analysis is needed, or if we might be of any further assistance to you in this matter, please do not hesitate to call on us.

Respectfully Submitted,

LAMPE, ROY & ASSOCIATES, INC.



Michael C. Roy, MAI, SRA
State Certified General Real
Estate Appraiser No. RZ140

34.02 Acres
 $\frac{7}{238}$ Units/Acre
238 Number of Potential Unit
\$30,000 Value per Unit
\$7,140,000 Property Value

This amounts to \$167,960 per gross acre which is rounded to \$168,000 per acre.

SUBSURFACE EASEMENT VALUATION

EASEMENT VALUATION

This assignment consists of estimating the value a subsurface utility easement within the 75-foot-wide utility easement located along the west side of the subject and is estimated to contain a total of 4.26 acres.

According to information provided by the client, if any improvements are impacted by the utilization of the subsurface rights being acquired, they will be restored to their original condition. Inspection reveals that there are no improvements located within the northern portion of this proposed easement.

According to the boundary survey of the subject property, there is an existing surface and aerial easement encumbering this property that is recorded in Official Records Book 1432, Page 237, Duval County, Florida. Our research indicates that a surface and aerial easement will diminish the fee simple value of a property by an amount ranging from 60% to 70%. Thus, the subsurface utility easement rights are estimated to have a value of 20% to 30% of the unencumbered land value.

The value of a subsurface utility easement for the described parcel of land is calculated by the following equation:

$$\text{Land Area} \times \text{Land Value} \times \text{Easement Factor} = \text{Value of the Easement}$$

Utilizing the preceding information, the value of the subsurface rights within the existing powerline easement along the west side of the subject is estimated as follows:

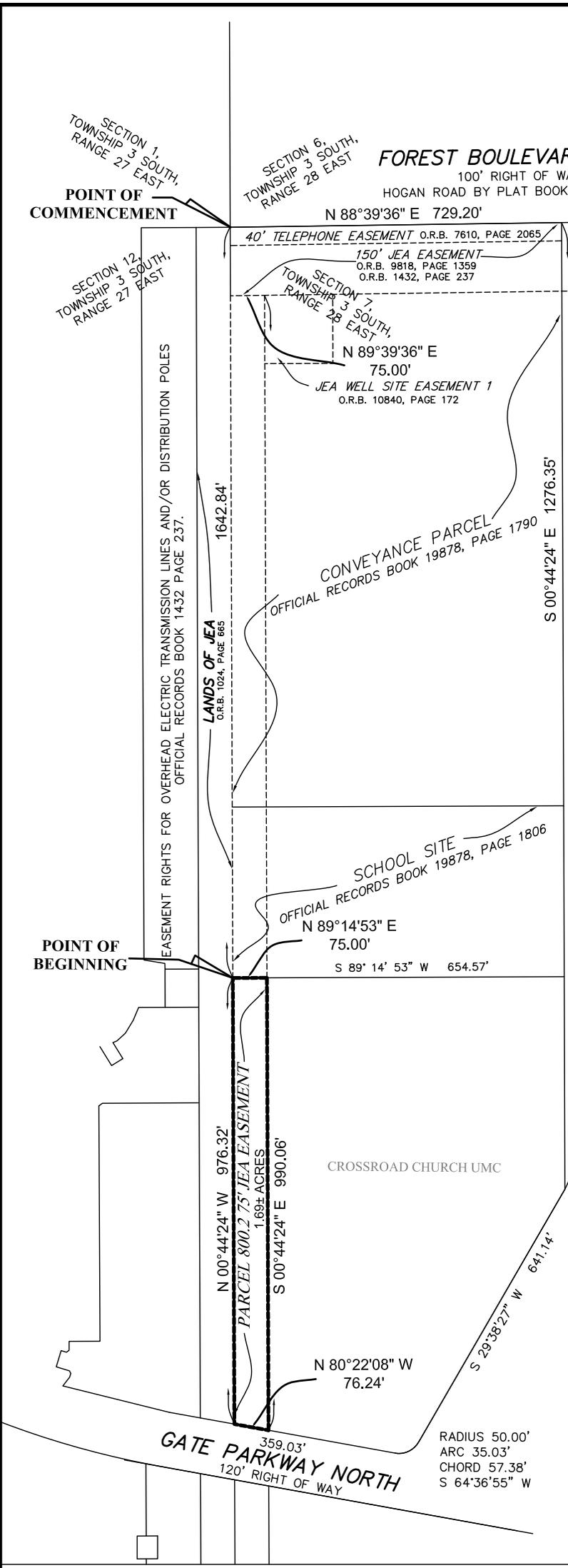
Acres	4.26
Unencumbered Value/Acre	\$168,000
Subsurface Rights	25%
Remaining Fee Ownership Value/Acre	\$42,000
	\$178,920
Rounded to	
Value of Subsurface Rights	\$178,950

For this report, the following *Hypothetical Condition* has been incorporated in this analysis:

1. According to the last conveyance of the subject recorded in Official Records Book 9138, Pages 390 through 407, Duval County, Florida, there is are specified protective covenants to restrict the use of the subject to a place of worship, a scholastic educational facility, a child day care facility serving not more 360 children, office and administrative purposes for the foregoing uses as well as not more than four single-family residences for church employees. These protective covenants are set to terminate on November 20, 2023. For purposes of this

25%

	Total Acreages	Appraised Unencumbered Value (per acre)	Remaining Fee Ownership Value (per acre)	Total Acquisition
CrossRoad United Methodist	1.69	\$ 168,000	\$ 42,000	\$ 70,980
		<i>Negotiated to:</i>		<i>\$ 72,000</i>



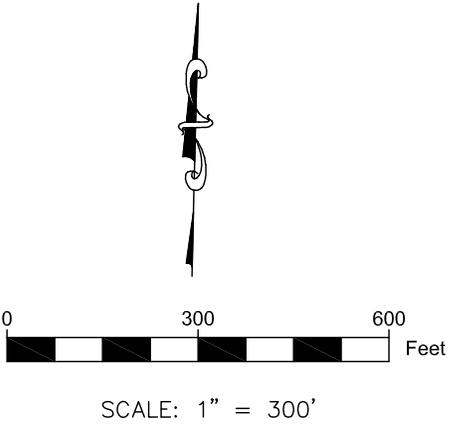
MAP OF PARCEL 800.2

75' JEA EASEMENT CROSSROAD

A PART OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 7; THENCE SOUTH 00 DEGREES 44 MINUTES 24 SECONDS EAST, ALONG THE WEST LINE OF SAID SECTION 7, 1642.84 FEET TO THE SOUTHWEST CORNER OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 19878, PAGE 1806 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY AND THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 14 MINUTES 53 SECONDS EAST, LEAVING SAID WEST LINE, AND ALONG THE SOUTH LINE OF SAID LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 19878, PAGE 1806, 75.00 FEET; THENCE SOUTH 00 DEGREES 44 MINUTES 24 SECONDS EAST, ALONG A LINE PARALLEL WITH AND LYING 75.00 FEET EASTERLY OF WHEN MEASURED AT RIGHT ANGLES TO SAID WEST LINE OF SECTION 7, 990.06 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF GATE PARKWAY NORTH, (A 120 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE NORTH 80 DEGREES 22 MINUTES 08 SECONDS WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, 76.24 FEET TO SAID WEST LINE OF SECTION 7; THENCE NORTH 00 DEGREES 44 MINUTES 24 SECONDS WEST, LEAVING SAID NORTHERLY RIGHT OF WAY LINE AND ALONG SAID WEST LINE OF SECTION 7, 976.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.69 ACRES MORE OR LESS.



- NOTES:
- BEARINGS SHOWN HEREON ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM (EAST ZONE), NORTH AMERICAN DATUM OF 1983 (NAD83(2011)), U.S. SURVEY FEET, WITH A BEARING OF N 00°44'24" W ON THE EAST LINE OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA.
 - THIS IS A MAP ONLY AND DOES NOT PURPORT TO BE A BOUNDARY SURVEY.

I CERTIFY TO:

THIS MAP MEETS THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS IN THE STATE OF FLORIDA PURSUANT TO CHAPTER 5J-17.051 & 5J-17.052 F.A.C.

BRENDA D. CATONE, P.S.M., FLORIDA CERTIFICATION NO. 5447

DATE: MAY 12, 2020 SCALE 1" = 200' L.B. # 4603

DEGROVE
Surveyors, Inc.
2131 CORPORATE SQUARE BLVD.
JACKSONVILLE, FL 32216
(904) 722-0400

Prepared by and return to:
Brian Dawes
Edwards Cohen
200 W. Forsyth St., Suite 1300
Jacksonville, FL 32202

RE#: 167727-0098

PARKING AGREEMENT

THIS PARKING AGREEMENT (this "Agreement") is made as of the ___ day of _____, 2022 ("Effective Date"), between **JEA**, a body politic and corporate ("JEA"), and **CROSSROAD UNITED METHODIST CHURCH, INC.**, a Florida non-profit corporation ("Church").

RECITALS:

A. JEA is the current owner and holder of certain easement rights granted pursuant to the following instruments (collectively, the "Easements"):

a. Grant of Easement dated October 31, 1961, recorded in Official Records Volume 1432, Page 237, public records of Duval County, Florida; and

b. Non-Exclusive Grant of Easement of even date herewith, recorded in Official Records Book ___, Page ___, public records of Duval County, Florida.

B. Pursuant to the Easements, JEA owns, operates, and maintains high-voltage electric transmission lines, underground water mains, and other public utilities upon, over, and under certain real property owned by the Church, including those certain lands described in Exhibit A attached hereto and made a part hereof (the "Easement Area").

C. Church desires to utilize a portion of the Easement Area as hereinafter described for the temporary parking of motor vehicles (as hereinafter defined) in connection with the use of the adjacent church property located at 10005 Gate Parkway North, Jacksonville, Florida 32246.

D. Church is willing to indemnify, defend and hold JEA harmless from all damages and expenses which may be incurred as a direct or indirect result of such use and certain other conditions.

NOW, THEREFORE, in consideration of ten dollars, and of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and the legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Term. The initial term of this Agreement shall commence on the Effective Date and shall expire one (1) year after the Effective Date; provided however, this Agreement shall automatically renew for twenty (20) successive terms of one (1) year each, unless either party

delivers written notice to the other of its election not to renew the Agreement on or before sixty (60) days prior to the expiration of the then-current term.

2. Use.

a. Subject to the terms of this Agreement, JEA hereby permits Church to use that portion of the Easement Area improved with the Parking Lot Improvements (as hereinafter defined) and the Gravel Area once gravel is installed by Church as permitted in this Agreement and generally depicted on Exhibit A (hereinafter referred to as the "Parking Area") for the sole purpose of the temporary parking of motor vehicles in connection with Church's adjacent church property. Church shall not permit long-term or overnight parking or storage of any vehicles within the Parking Area. The term "motor vehicles" as used in this Agreement shall include but not be limited to automobiles, vans, trucks, SUVs, and motorcycles.

b. Notwithstanding anything to the contrary herein, Church's use of the Parking Area shall be as parking for persons going to the adjacent church property; however, it may not be used by the Church to count towards any required minimum parking ratios. Church expressly acknowledges JEA's right to suspend or terminate such parking rights in accordance with the terms of this Agreement. Church, for itself and its successors and assigns, hereby forever releases and discharges JEA, its successors and assigns, from any and all manner of claims, demands, damages, or expenses or money of any sort, that directly or indirectly arise out of JEA's exercise of rights pursuant to this Agreement, including but not limited to any such claims demands, damages, or expenses or money of any sort related in any way to Church's loss of parking and/or violation of required minimum parking ratios.

c. Church acknowledges and agrees that JEA's electric facilities are subject to state, local, and federal laws, standards, and regulations, including but not limited to The National Electric Safety Code (NESC), and the rules and regulations of the North American Electric Reliability Corporation (NERC) and the Federal Energy Regulatory Commission (FERC) (collectively, the "Regulations"). Church shall not install any improvements, landscaping, or vegetation in the Parking Area other than in strict compliance with the Regulations. Without limiting the foregoing, Church acknowledges that current Regulations prohibit vegetation or landscaping in any electric transmission right of way with a maximum mature height exceeding eight feet (8'). Church acknowledges and agrees that JEA may remove or trim any improvements, landscaping or vegetation in order to comply with any current or future Regulations applicable to JEA's electric facilities. JEA shall not be liable to Church or its successors and assigns for any such trimming or removal of improvements, landscaping, or vegetation required by applicable Regulations.

d. Church shall not install any improvements, park any vehicles, nor place or store any material or equipment of any kind within fifty feet (50') of an electric transmission structure or guy wire.

e. Notwithstanding any other provisions of this Agreement to the contrary, JEA hereby acknowledges and agrees that the Church shall have the right to install gravel within the approximately fourteen foot (14') area ("Gravel Area") generally depicted in Exhibit B-1 attached hereto. Any gravel to be installed by Church in the Gravel Area shall be subject to the specifications described in Exhibit B-2 attached hereto. The Church further acknowledges and agrees that any installation of gravel permitted hereunder shall not result in the removal of any dirt or soil a change of the grade of the land or soil level within the Gravel Area.

3. Non-Interference. It is understood and agreed that Church's use of the Parking Area shall not interfere with JEA's current or future use of the Parking Area pursuant to the Easements. In the event of any such interference, Church, upon receipt of written notice from JEA, shall immediately cause any such interference to cease and make such modifications in its use of the Parking Area as may be reasonably required to prevent such interference.

4. Regulations. Church shall obtain all permits, licenses, and approvals required by any federal, municipal, state or other governmental authority for its use of the Parking Area and shall at all times comply with all laws, ordinances, rules and regulations of any federal, municipal, state, or other governmental authority with respect to its use of the Parking Area.

5. Damage to Property. Church shall, at its sole cost and expense, be responsible for the maintenance, repair, replacement and restoration of the existing asphalt parking lot improvements ("Parking Lot Improvements") located within the Parking Area as required by Paragraph 10 hereof, other than any damage caused by JEA with respect to the exercise of its rights pursuant to the Easements, which repair shall be the responsibility of JEA.

6. Acceptance of Property. Church takes the Parking Area "as is" and "with all faults." JEA has not made and does not make any representations as to the zoning, physical condition, operation or any other matter affecting or related to the Parking Area and this Agreement, except as herein specifically set forth or referred to, and Church hereby expressly acknowledges that no such representations have been made. JEA expressly disclaims and Church acknowledges and accepts that JEA has disclaimed, to the maximum extent permitted by law, any and all representations, warranties or guaranties of any kind, oral or written, express or implied, concerning the Parking Area, including, without limitation, (i) the condition, environmental condition, profitability, suitability, or fitness for a particular use or purpose of the Parking Area, including the use allowed herein, (ii) the manner or quality of the construction of the materials, if any, incorporated into any of the Parking Area, (iii) the manner, quality, state of repair or lack of repair of the Parking Area, and (iv) compliance with any zoning/land use laws, rules, regulations, orders or requirements.

7. Security and Safety. Church agrees to assume the complete and total responsibility for providing all security and safety to the Parking Area and all vehicles to be parked therein at its sole cost and expense.

8. Utilities. Procurement of utilities to serve the Parking Area, if any, and all charges therefor will be the responsibility of Church, at its sole cost and expense.

9. Alterations.

a. Other than gravel to be installed in the Gravel Area as permitted herein (“Gravel Installation”) and Church’s repair, maintenance and replacement of the existing Parking Lot Improvements, Church shall not make additions, alterations, changes or improvements in or to the Parking Area nor any part thereof without the prior written consent of JEA, which consent may be withheld in the sole discretion of JEA. In the event JEA consents to such additions, alterations, changes or improvements, then all additions, alterations, changes or improvements shall be constructed at Church’s sole expense, and shall be removed at the expiration or termination of this Agreement at Church’s sole expense. Church shall, at its sole cost and expense, repair any damage to the Parking Area caused by such removal.

b. Before starting and until the completion of the construction of any additions, alterations, changes or improvements, Church shall require its contractor(s) to procure and maintain insurance of the types and in the minimum amount stated below:

<u>Schedule</u>	<u>Amount</u>
<u>Workers’ Compensation</u> Employer’s Liability (incl. appropriate Federal Acts)	Florida Statutory Coverage \$100,000 Each Accident \$500,000 Disease/Policy Limit \$100,000 Disease /Each Employee
<u>Automobile Liability</u> All auto mobiles (owned, hired or non-owned)	\$1,000,000 Combined Single Limit
<u>Builder’s Risk Insurance</u>	Coverage equal to the amount of the construction contract

JEA shall be named as an additional insured under all of the above Commercial General Liability and Builder’s Risk Insurance policies. The above required insurance shall be written by an insurer holding a current certificate of authority issued by the Department of Insurance of the State of Florida pursuant to the Chapter 624, Florida Statutes. Before starting construction, Certificates of Insurance evidencing the maintenance of said insurance shall be furnished to JEA. The 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 indemnification provisions in this Agreement are separate and apart and in no way limited by the insurance amounts stated above. A Waiver of Subrogation shall be included on all required insurance in favor of JEA.

c. Other than the Gravel Installation, Church shall require any contractor or contractors performing work at the Parking Area to furnish a Construction 100%

Performance and Payment Bond in an amount not less than the full amount of the contract price for completing the build-out of any improvements, changes, additions or alterations, as surety for the faithful performance of the contract by the contractor, and for the payment of all persons performing labor and furnishing materials in connection with the work. Church shall, before the commencement of any construction, furnish JEA with evidence of the Construction Bond as outlined herein. If at any time during the continuance of the contract, a surety on the contractor's bond or bonds becomes irresponsible, JEA shall have the right to request additional and sufficient sureties which Church shall require the contractor to furnish immediately upon receipt of written notice from JEA to do so.

d. Church shall obtain, at its own expense, any applicable permits, changes to existing permits, architectural approvals, and zoning approvals as may be required by federal, state and local laws and regulations for the construction of any improvements, changes, additions or alterations.

e. Church agrees to comply, and to require any contractor, subcontractor or supplier to comply, with all applicable federal, state and local laws, rules, ordinances and regulations.

f. JEA shall be responsible for contaminated media or Hazardous Materials, as defined in Paragraph 14, that were on the Parking Area before the Effective Date of this Agreement; however, if because of the construction of any new improvements, changes, additions or alterations (collectively, "Improvements"), any federal, state or local regulatory authority requires remediation of contaminated media or Hazardous Materials that were on the Parking Area on the date of this Agreement, then Church shall be responsible for proper removal, handling and disposal or other lawful remediation of such contaminated media or Hazardous Materials which requires removal because of the construction of Improvements. Church shall provide JEA immediate written notice of any communication from regulatory or grant authorities concerning contamination or remediation requirements.

g. Church shall indemnify, defend and hold harmless JEA and its officers, employees, agents, invitees, guests and contractors from and against all claims, costs, losses and damages (including, but not limited to, all attorneys' fees and all court costs) caused by, arising out of, or resulting from the construction of Improvements, provided that any such claim, cost, loss or damage: (1) is attributable to bodily injury, sickness, disease, death or environmental remediation liability as referenced in Paragraph 9(f) above, or to damage to or destruction of tangible property; and (2) is caused by acts or omissions of Church or any of its contractors, subcontractors, suppliers, or any persons or organizations employed by any of them in the performance of or furnishing of the construction of any Improvements. The provisions of this Paragraph 9(g) shall survive the expiration or termination of this Agreement.

10. Repairs and Maintenance. During the term of this Agreement Church, at its sole cost and expense, shall keep the Parking Area in good order and condition, free of debris, and will make all necessary and appropriate repairs, replacements, and restoration of the Parking Lot

Improvements, other than damage caused by JEA, the repair, replacement and restoration of which shall be the responsibility of JEA. If the Parking Area and Parking Lot Improvements are not maintained as required by this Agreement, the non-defaulting party shall have the right, but not the obligation, to enter the Parking Area and correct the deficiency and the defaulting party shall be responsible for and promptly pay any cost thereof.

11. Construction Liens. Church hereby agrees to indemnify and defend JEA against, and shall keep the Parking Area free from, all construction liens and other such liens arising during the term of this Agreement from any work performed, material furnished, or obligations incurred by Church or at the direction of Church in connection with the Parking Area, and agrees to obtain the discharge of any lien which attaches as a result of such work immediately after such lien attaches or payment for the labor or material is due. Notice is hereby given to all Church's contractors, subcontractors, materialmen or suppliers that JEA is not liable for any labor or materials furnished to Church on credit and no construction or other liens shall attach to or affect JEA's interest in the Parking Area as a result thereof.

12. Indemnity. Church shall indemnify, defend and save JEA, its officers, employees, agents and contractors, harmless from and against any and all actions, damages, liability and expenses in connection with the loss of life, personal injury, property damage, or loss or damage of whatever nature, to anyone including but not limited to third parties, caused by or resulting from, or claimed to have been caused by or to have resulted from, wholly or in part, any act, omission or negligence of Church or anyone claiming under Church (including, but without limitation, Church's officers, agents, employees, servants, invitees and contractors). This indemnity, defense and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in connection with any such injury, loss or damage or any such claim, or any proceedings brought thereon or the defense thereof including, without limitation, court costs and reasonable attorneys' fees. If Church or anyone claiming under Church or the whole or any part of the property of Church shall be injured, lost or damaged by theft, fire, flooding or in any other way or manner whether similar or dissimilar to the foregoing, no part of said injury, loss or damage is to be borne by the JEA or its agents. JEA agrees to give Church timely notice of any claims for which indemnity will be sought. The obligations set forth in this paragraph shall survive the expiration or sooner termination of this Agreement.

13. Insurance Required of Church. Before entering the Parking Area, and without limiting its liability under this Agreement, Church shall procure and maintain, at its sole cost and expense, during the term of this Agreement, insurance of the types and in the minimum amounts stated below:

<u>Schedule</u>	<u>Amount</u>
<u>Workers' Compensation</u>	
for	
Florida Statutory coverage	\$500,000 each accident
and Employer's Liability	employer's liability
(incl. appropriate Federal Acts)	

Commercial General Liability

for

Premises-Operations	\$1,000,000 each occurrence
Products-Completed Operations	\$2,000,000 annual aggregate
Contractual Liability	for bodily injury &
Independent Contactors	property damage/
Broad Form Property Damage	Combined single limit

Automobile Liability

All autos-owned, hired, or non-owned	\$1,000,000 each occurrence/ Combined single limit
---	---

JEA shall be named as an additional insured under all of the above Comprehensive General Liability coverage.

In addition to the above-described insurance coverages, Church shall provide any additional insurance coverage as reasonably requested by the JEA. Church shall include a Waiver of Subrogation on all required insurance in Favor of the JEA.

Said insurance shall be written by an insurer holding a current certificate of authority issued by the Department of Insurance pursuant to Chapter 624, Florida Statutes. Prior to entering the Agreement, Certificates of Insurance approved by the JEA's Risk Manager evidencing the maintenance of said insurance shall be furnished to JEA. The Certificates shall provide 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 indemnification provisions in this Agreement are separate and apart and in no way limited by the insurance amounts stated above.

14. Hazardous Substances.

a. Church covenants and agrees that it will not cause or permit any Hazardous Substances (the "Hazardous Substances" as hereinafter defined) to be installed, placed, stored, held, located, released or disposed of in, on, at, or under the Parking Area. Church further covenants and agrees to indemnify JEA for any loss, cost, damage, liability or expense (including without limitation, attorneys' fees and other costs of legal representation) that JEA might ever incur because of Church's failure to comply with the provisions of the immediately preceding sentence. For purposes of this indemnification, the term JEA shall mean JEA, as a body corporate and shall include its governing board, officers, employees, agents, successors and assigns. This indemnification is to survive the expiration or other termination of this Agreement.

b. For the purposes of this Paragraph 14, Hazardous Substances shall mean and include all those substances, elements, materials or compounds that are included in any list of hazardous or restricted substances adopted by the United States Environmental Protection Agency (the "EPA") or any other substance, element, material or compound defined or restricted as a hazardous, toxic, radioactive or dangerous substance, material or waste by the EPA or by any other ordinance, statute, law, code, or regulation of any federal,

state or local governmental entity or any agency, department or other subdivision thereof; whether now or later enacted, issued or promulgated.

15. Right to Terminate. Notwithstanding any contrary provision in this Agreement, this Agreement may be terminated by JEA or Church, at any time, with or without cause, by providing sixty (60) days' written notice of such termination to the other party.

16. Condemnation. If any material part of the Parking Area is taken by eminent domain or condemnation or voluntarily transferred to such authority under the threat thereof, and if by reason of such taking of the Parking Area, Church's use of the Parking Area is substantially and materially impaired, Church shall have the option to terminate this Agreement upon written notice to JEA.

17. Taxes. Church shall bear, pay and discharge, on or before the last day on which payment may be made without penalty or interest, all federal, state and local taxes, of whatever kind or nature, which shall be may, during the term of this Agreement, be lawfully charged, levied, assessed, imposed, become due and payable, or become lie ns upon, or arise in connection with Church's use or occupancy of the Parking Area.

18. Notices. For the purpose of notice or demand, the respective parties shall be served in writing either by personal delivery, by guaranteed overnight delivery service or by certified mail, return receipt requested, postage prepaid, addressed as follows:

To Church:
CrossRoad United Methodist Church,
Inc. Attn: Pastor
10005 Gate Parkway North
Jacksonville, Florida 32245

To JEA:
JEA
Attn: Director of Real Estate Services
21 West Church Street
Jacksonville, Florida 32202

Notice given by personal delivery or guaranteed overnight delivery shall be deemed received when receipt is acknowledged or delivery refused by the intended recipient, or on the third (3rd) business day following depositing of same in the U.S. Mail in the case of notice by certified mail. Either party hereto by written notice to the other party given in the manner provided herein may change the address for receipt of notice or demand.

19. Waiver. Any waiver at any time by either party of its rights with respect to the other party or with respect to any matter arising in connection with this Agreement shall not be considered a waiver with respect to any other prior or subsequent default or matter.

20. Costs. Any cost, expense or liability connected with or in any manner incident to the granting, exercise, enjoyment, or relinquishment of this Agreement shall be assumed and discharged by Church.

21. Intentionally Omitted.

22. Zoning. Church shall obtain any and all zoning approvals required for Church's use of the Parking Area prior to parking any automobiles on the Parking Area.

23. State Required Disclosure. The following disclosure is required to be made by the laws of the State of Florida:

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

24. Assignment. This Agreement shall not be transferred or assigned by Church, nor shall any other party succeed to the interests of Church in this Agreement.

25. Construction of Language. Words of any gender used in this Agreement shall be held to include any other gender, and words in the singular number shall be held to include the plural when the sense requires. The paragraph headings and titles are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof.

26. Provisions Severable. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

27. Law and Venue. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Florida. The agreed upon venue is Jacksonville, Duval County, Florida.

28. Execution; Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and any part of which shall be deemed to be complete in itself and may be introduced evidence or used for any purpose without the production of the other counterparts.

29. Expiration of Term. At the expiration or termination of this Agreement, other than Gravel installed in the Gravel Area, Church shall remove any additional improvements constructed

or installed by Church with the permission of JEA and restore the Parking Area to substantially the condition that exists at the Effective Date of this Agreement.

30. Entire Agreement. This Agreement represents the full, complete and entire agreement between JEA and Church with respect to the subject matter hereof. No modification, alteration or amendment to this Agreement shall be binding unless in writing and executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set forth above.

EXECUTION ON FOLLOWING PAGES

WITNESSES:

**CrossRoad United Methodist Church,
Inc.,** a Florida non-profit corporation

Print _____

By: _____

Print: _____

Its: _____

Print _____

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2021, by _____, as the _____ of CrossRoad United Methodist Church, Inc., a Florida non-profit corporation, on behalf of the corporation. He/she is personally known to me or produced _____ as identification.

Notary Public, State of Florida

Name: _____

Commission Expires: _____

[SEAL]

WITNESSES:

**CrossRoad United Methodist Church,
Inc.,** a Florida non-profit corporation

Print _____

By: _____

Print: _____

Its: _____

Print _____

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2021, by _____, as the _____ of CrossRoad United Methodist Church, Inc., a Florida non-profit corporation, on behalf of the corporation. He/she is personally known to me or produced _____ as identification.

Notary Public, State of Florida

Name: _____

Commission Expires: _____

[SEAL]

WITNESSES:

JEA,
a body politic and corporate

Print _____

By: _____

Print: Jordan Pope

Its: V.P., Corporate Strategy

Print _____

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this __ day of _____, 2021, by Jordan Pope, as V.P., Corporate Strategy of JEA, a body politic and corporate, on behalf of the JEA. He is personally known to me or produced _____ as identification.

Notary Public, State of Florida

Name: _____

Commission Expires: _____

[SEAL]

EXHIBIT A

[attach sketch and legal description of Parking Area]

EXHIBIT B-1

[attach sketch and legal description of 14' gravel area]

EXHIBIT B-2

[insert specifications for gravel to be installed by Church – what type of gravel, how many inches, etc.]



Formal Bid and Award System

Award #6 April 1, 2022

Type of Award Request: INVITATION FOR BID (IFB)
Request #: 288
Requestor Name: Traylor, Kymberly A. - Mgr Network & Telecommunications Services
Requestor Phone: 904-665-8983
Project Title: Fiber Optic Cable Overhead Repair and Maintenance
Project Number: HE30904
Project Location: JEA
Funds: Capital and O&M
Award Estimate: \$3,000,000.00 O&M (30904, HE30910), Capital (8007318, 8007309)

Scope of Work:

This scope of work provides fiber optic cable overhead repair, and maintenance services as needed at various JEA sites. This scope of work also includes fiber optic cable relocates or laterals, maintenance/non-emergency repair, and emergency repair within the JEA Service area. The contractor is responsible for all labor, equipment and consumables required to complete the specified service-related work detailed in the technical specification. This scope includes:

1. Installation/removal of overhead cable
2. Installation/relocation of overhead hardware
3. Miscellaneous minor labor
4. Emergency installation/removal of overhead cable
5. Emergency installation/relocation of overhead hardware
6. Emergency miscellaneous minor labor
7. Supplemental Work Allowance (Contractor Supplied Materials and Equipment)

JEA IFB/RFP/State/City/GSA#: 1410567046
Purchasing Agent: Dambrose, Nickolas C.
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
COOK ELECTRICAL, INC.	Larry Blount	larry.blount@cookelectrical.com	745 Eastport Rd. Jacksonville FL	(904) 696-1017	\$2,941,740.00

Amount for entire term of Contract/PO: \$2,941,740.00
Award Amount for remainder of this FY: \$262,500.00
Length of Contract/PO Term: Five (5) Years w/One (1) – 1 Yr. Renewal
Begin Date (mm/dd/yyyy): 04/01/2022
End Date (mm/dd/yyyy): 03/31/2027
Renewal Options: YES – One (1) – 1 Yr. Renewal
JSEB Requirement: N/A - Optional

Bidders:

Name	Bid Amount	Rank
COOK ELECTRICAL, INC.	\$2,941,740.00	1

Background/Recommendations:

Advertised 02/11/2022. One (1) company attended the optional pre-bid meeting on 02/21/2022. At bid opening on 03/08/2022, JEA received one (1) Bid. JEA solicited feedback from four (4) other invitees that declined to participate. Two invitees were not responsive. One invitee was a prior incumbent and offered no further reason. The other invitee cited limited resources as reason for choosing to decline. Cook Electrical is deemed the lowest responsible and responsive bidder. A copy of the Cook Electrical Response Workbook is attached as back-up.

This request is for \$2,941,740.00 for five (5) years from 04/01/2022 to 03/31/2027. The rates from the prior contract are maintained in this new award request. However, JEA has estimated a 78% increase of hours required for the same five (5) year term of contract. This is because of projected road construction projects through FDOT / COJ, as well as, Bay Street Innovation Corridor and other projected project work under the Fiber Renew and Replace project. The spend detail is provided below.

SECTION TOTALS	FIBER OPTIC OVERHEAD SERVICES	Current		New	
		TOTAL PRICE	% Hours Inceas	TOTAL PRICE	% Hours Inceas
3.1	Install (Pull) and Remove Overhead Fiber	\$ 116,000.00	\$ 208,800.00	80%	
3.2	FO-xx: Install or Relocate Overhead Attachment	\$ 618,000.00	\$ 1,134,000.00	76%	
3.3	Miscellaneous Minor Labor	\$ 64,400.00	\$ 115,920.00	80%	
3.4	Emergency EMC Fiber: Pull Overhead Fiber	\$ 109,200.00	\$ 196,560.00	80%	
3.5	Emergency EMFO-xx: Install Overhead Attachment	\$ 441,450.00	\$ 814,860.00	73%	
3.6	Emergency Miscellaneous Minor Labor	\$ 162,000.00	\$ 291,600.00	80%	
3.7	Supplemental Work Allowance (Contractor Supplied Mat.	\$ 100,000.00	\$ 180,000.00	80%	
Total		\$ 1,611,050.00	\$ 2,941,740.00	78% (average)	

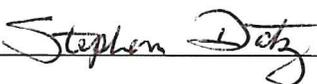
1410567046 – Request approval to award a five (5) year Contract to Cook Electrical, Inc. for fiber optic cable overhead repair and maintenance work in the amount of \$2,941,740.00, subject to the availability of lawfully appropriated funds.

Director: Traylor, Kymberly A. - Dir Network & Telecommunication Services

VP: Datz, Stephen H. - VP Technical Services

CIO: Krol, Bradley D (Brad) - Chief Information Officer

APPROVALS:

 4/4/22

Chairman, Awards Committee **Date**

 4/5/22

Budget Representative **Date**

Addendum 2 Appendix B - Response Workbook (Revised)
 1410567046 Fiber Optic Cable Overhead Repair & Maintenance
 (Enter pricing in Unit Price Yellow Cells only)

Cook Electrical, Inc.					
Section 3.1: Install (Pull) and Remove Overhead Fiber					
Unit Code	Description	5 Year Estimated QTY	Unit	Unit Price	Total Price
C.Fiber	JEA Overhead Fiber Optic Standard on jea.com	144000	Feet	\$ 1.20	\$ 172,800.00
REM-Fiber	REM-Fiber is to be used for removal of obsolete fiber cable and all associated attachments only. This unit is for maintenance only. This unit is not to be used when performing scheduled or emergency repairs.	18000	Feet	\$ 1.00	\$ 18,000.00
REM-Pilot	REM-Pilot is to be used for removal of obsolete "Pilot Wire" (a copper Telephone type cable once used for Electric and Water control. also called "Control Cable") and all associated attachments. This unit is for maintenance only.	18000	Feet	\$ 1.00	\$ 18,000.00
TOTAL SECTION 3.1					\$ 208,800.00
Section 3.2: Install or Relocate Overhead Attachment Hardware					
Unit Code	Description	5 Year Estimated QTY	Unit	Unit Price	Total Price
FO-A	JEA Overhead Fiber Optic Standard on jea.com	135	Each	\$ 100.00	\$ 13,500.00
FO-ABD	JEA Overhead Fiber Optic Standard on jea.com	135	Each	\$ 100.00	\$ 13,500.00
FO-D	JEA Overhead Fiber Optic Standard on jea.com	270	Each	\$ 50.00	\$ 13,500.00
FO-DBD	JEA Overhead Fiber Optic Standard on jea.com	270	Each	\$ 55.00	\$ 14,850.00
FO-T (Distribution Poles only)	JEA Overhead Fiber Optic Standard on jea.com	135	Each	\$ 50.00	\$ 6,750.00
FO-TBD	JEA Overhead Fiber Optic Standard on jea.com	135	Each	\$ 50.00	\$ 6,750.00
FO-TL	JEA Overhead Fiber Optic Standard on jea.com	270	Each	\$ 100.00	\$ 27,000.00
FO-TLBD	JEA Overhead Fiber Optic Standard on jea.com	270	Each	\$ 100.00	\$ 27,000.00
FO-CS (Cable Storage)	JEA Overhead Fiber Optic Standard on jea.com	135	Each	\$ 150.00	\$ 20,250.00
RC.Fiber	Relocate fiber attachment on an Overhead Transmission or Distribution structure to another existing structure. Relocation of OH hardware includes detaching, relocation from one structure or position to another and reattaching to another location or structure. This attachment may include any of items above.	270	Each	\$ 125.00	\$ 33,750.00
FO-RIS1C	This item is located in the Underground Standards. It should be used when the majority of work to be billed is overhead.	162	Each	\$ 100.00	\$ 16,200.00
FO-RIS1W	This item is located in the Underground Standards. It should be used when the majority of work to be billed is overhead.	162	Each	\$ 100.00	\$ 16,200.00
FO-SB	OH Fiber Splice Box	216	Each	\$ 500.00	\$ 108,000.00
RC.FO-SB	Relocation of OH Fiber Splice Box includes detaching, relocation from one structure or position to another and reattaching to another location or structure without an OH Fiber Splice Box	108	Each	\$ 700.00	\$ 75,600.00

I.FIBCU	This item is located in the Underground Standards FO-RIS1W item 3. It should be used when the majority of work to be billed is overhead. This unit is for use when additional Down lead Cushions are required due to greater length. An additional unit should be placed every six to eight feet.	540	Each	\$ 50.00	\$ 27,000.00
FO-TX-A	JEA Overhead Fiber Optic Standard on jea.com (Transmission)	135	Each	\$ 200.00	\$ 27,000.00
FO-TX-ABD	JEA Overhead Fiber Optic Standard on jea.com (Transmission)	135	Each	\$ 200.00	\$ 27,000.00
FO-TX-CR	JEA Overhead Fiber Optic Standard on jea.com (Transmission)	27	Each	\$ 100.00	\$ 2,700.00
FO-TX-D	JEA Overhead Fiber Optic Standard on jea.com (Transmission)	270	Each	\$ 100.00	\$ 27,000.00
FO-TX-DBD	JEA Overhead Fiber Optic Standard on jea.com (Transmission)	270	Each	\$ 100.00	\$ 27,000.00
FO-TX-DDE	JEA Overhead Fiber Optic Standard on jea.com (Transmission)	270	Each	\$ 200.00	\$ 54,000.00
FO-TX-DDEBD	JEA Overhead Fiber Optic Standard on jea.com (Transmission)	270	Each	\$ 200.00	\$ 54,000.00
FO-TX-GRD	JEA Overhead Fiber Optic Standard on jea.com (Transmission)	270	Each	\$ 500.00	\$ 135,000.00
FO-TX-GUY	JEA Overhead Fiber Optic Standard on jea.com (Transmission)	27	Each	\$ 500.00	\$ 13,500.00
FO-TX-SB	JEA Overhead Fiber Optic Standard on jea.com (Transmission)	216	Each	\$ 600.00	\$ 129,600.00
FO-TX-SBBD	JEA Overhead Fiber Optic Standard on jea.com (Transmission)	216	Each	\$ 600.00	\$ 129,600.00
FO-TX-TL	JEA Overhead Fiber Optic Standard on jea.com (Transmission)	270	Each	\$ 100.00	\$ 27,000.00
FO-TX-TLBD	JEA Overhead Fiber Optic Standard on jea.com (Transmission)	270	Each	\$ 125.00	\$ 33,750.00
FO-TX-VIB	JEA Overhead Fiber Optic Standard on jea.com (Transmission)	270	Each	\$ 100.00	\$ 27,000.00
TOTAL SECTION 3.2					\$ 1,134,000.00

Section 3.3: Miscellaneous Minor Labor					
Unit Code	Description	5 Year Estimated QTY	Unit	Unit Price	Total Price
FO-SEV	Hourly Crew Rate (minimum 3 person Crew)	828	Hours	\$ 140.00	\$ 115,920.00
TOTAL SECTION 3.3					\$ 115,920.00

Section 3.4: Emergency EMC Fiber: Pull Overhead Fiber					
Unit Code	Description	5 Year Estimated QTY	Unit	Unit Price	Total Price
EMC.Fiber	JEA Overhead Fiber Optic Standard on jea.com	151200	Feet	\$ 1.30	\$ 196,560.00
TOTAL SECTION 3.4					\$ 196,560.00

Section 3.5: Emergency EMFO-xx: Install Overhead Attachment Hardware					
Unit Code	Description	5 Year Estimated QTY	Unit	Unit Price	Total Price
EMFO-A	JEA Overhead Fiber Optic Standard on jea.com	153	Each	\$ 150.00	\$ 22,950.00
EMFO-ABD	JEA Overhead Fiber Optic Standard on jea.com	153	Each	\$ 150.00	\$ 22,950.00
EMFO-D	JEA Overhead Fiber Optic Standard on jea.com	306	Each	\$ 75.00	\$ 22,950.00
EMFO-DBD	JEA Overhead Fiber Optic Standard on jea.com	306	Each	\$ 85.00	\$ 26,010.00
EMFO-T (Distribution Poles only)	JEA Overhead Fiber Optic Standard on jea.com	153	Each	\$ 75.00	\$ 11,475.00
EMFO-TBD	JEA Overhead Fiber Optic Standard on jea.com	153	Each	\$ 75.00	\$ 11,475.00
EMFO-TL	JEA Overhead Fiber Optic Standard on jea.com	306	Each	\$ 150.00	\$ 45,900.00
EMFO-TLBD	JEA Overhead Fiber Optic Standard on jea.com	306	Each	\$ 150.00	\$ 45,900.00
EMFO-CS (Cable Storage)	JEA Overhead Fiber Optic Standard on jea.com	153	Each	\$ 225.00	\$ 34,425.00

EMFO-RIS1C	This item is located in the Underground Standards. It should be used when the majority of work to be billed is overhead.	153	Each	\$ 150.00	\$ 22,950.00
EMFO-RIS1W	This item is located in the Underground Standards. It should be used when the majority of work to be billed is overhead.	180	Each	\$ 150.00	\$ 27,000.00
EMFO-SB	OH Fiber Splice Box	243	Each	\$ 600.00	\$ 145,800.00
EMI.FIBCU	This item is located in the Underground Standards FO-RIS1W item 3. It should be used when the majority of work to be billed is overhead. This unit is for use when additional Down lead Cushions are required due to greater length. An additional unit should be placed every six to eight feet.	306	Each	\$ 50.00	\$ 15,300.00
EMFO-TX-A	JEA Overhead Fiber Optic Standard on jea.com (Transmission)	153	Each	\$ 200.00	\$ 30,600.00
EMFO-TX-ABD	JEA Overhead Fiber Optic Standard on jea.com (Transmission)	153	Each	\$ 300.00	\$ 45,900.00
EMFO-TX-CR	JEA Overhead Fiber Optic Standard on jea.com (Transmission)	27	Each	\$ 150.00	\$ 4,050.00
EMFO-TX-D	JEA Overhead Fiber Optic Standard on jea.com (Transmission)	306	Each	\$ 150.00	\$ 45,900.00
EMFO-TX-DBD	JEA Overhead Fiber Optic Standard on jea.com (Transmission)	306	Each	\$ 150.00	\$ 45,900.00
EMFO-TX-DDE	JEA Overhead Fiber Optic Standard on jea.com (Transmission)	72	Each	\$ 300.00	\$ 21,600.00
EMFO-TX-DDEBD	JEA Overhead Fiber Optic Standard on jea.com (Transmission)	72	Each	\$ 300.00	\$ 21,600.00
EMFO-TX-GRD	JEA Overhead Fiber Optic Standard on jea.com (Transmission)	18	Each	\$ 600.00	\$ 10,800.00
EMFO-TX-GUY	JEA Overhead Fiber Optic Standard on jea.com (Transmission)	18	Each	\$ 600.00	\$ 10,800.00
EMFO-TX-SB	JEA Overhead Fiber Optic Standard on jea.com (Transmission)	36	Each	\$ 800.00	\$ 28,800.00
EMFO-TX-SBBD	JEA Overhead Fiber Optic Standard on jea.com (Transmission)	36	Each	\$ 800.00	\$ 28,800.00
EMFO-TX-TL	JEA Overhead Fiber Optic Standard on jea.com (Transmission)	153	Each	\$ 150.00	\$ 22,950.00
EMFO-TX-TLBD	JEA Overhead Fiber Optic Standard on jea.com (Transmission)	153	Each	\$ 175.00	\$ 26,775.00
EMFO-TX-VIB	JEA Overhead Fiber Optic Standard on jea.com (Transmission)	153	Each	\$ 100.00	\$ 15,300.00
TOTAL SECTION 3.5					\$ 814,860.00

Section 3.6: Emergency Miscellaneous Minor Labor					
Unit Code	Description	5 Year Estimated QTY	Unit	Unit Price	Total Price
EMFO-SEV	Hourly Crew Rate (minimum 3 person Crew)	1620	Hours	\$ 180.00	\$ 291,600.00
TOTAL SECTION 3.6					\$ 291,600.00

Section 3.7: Supplemental Work Allowance (Contractor Supplied Materials)					
Unit Code	Description	5 Year Estimated QTY	Unit	Unit Price	Total Price
MA	Supplemental Work Allowance (Contractor Supplied Materials and equipment)	180000	Dollars	N/A	\$ 180,000.00
TOTAL SECTION 3.7					\$ 180,000.00

SECTION TOTALS	FIBER OPTIC OVERHEAD SERVICES	TOTAL PRICE
3.1	Install (Pull) and Remove Overhead Fiber	\$ 208,800.00
3.2	FO-xx: Install or Relocate Overhead Attachment Hardware	\$ 1,134,000.00
3.3	Miscellaneous Minor Labor	\$ 115,920.00
3.4	Emergency EMC Fiber: Pull Overhead Fiber	\$ 196,560.00
3.5	Emergency EMFO-xx: Install Overhead Attachment Hardware	\$ 814,860.00
3.6	Emergency Miscellaneous Minor Labor	\$ 291,600.00
3.7	Supplemental Work Allowance (Contractor Supplied Mat. and Equip.)	\$ 180,000.00
TOTAL LUMP SUM OF SECTIONS 3.1-3.7 (ENTER TOTAL ON APPENDIX B RESPONSE FORM)		\$ 2,941,740.00