

# Welcome to the JEA Awards Meeting

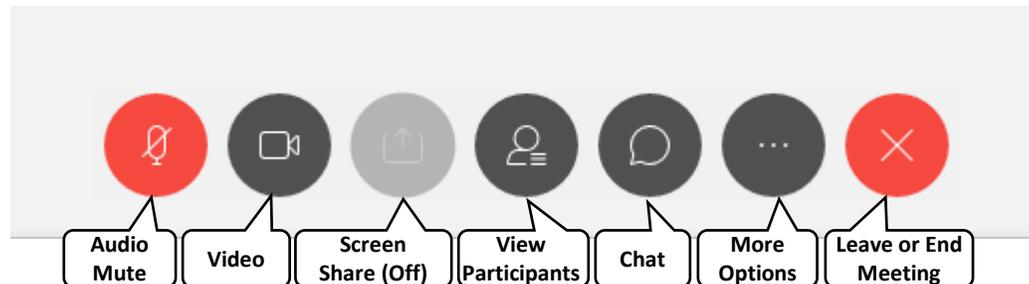
You have been joined to the meeting with your **audio muted** by default.

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 **Aileen Cruz** at **cruza@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 **Aileen Cruz** by telephone at **(904) 703-0996** or by email at **cruza@jea.com** if you experience any technical difficulties during the meeting.

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



# **AWARDS COMMITTEE AGENDA**

**DATE:** Thursday, December 01, 2022

**TIME:** 10:00 A.M.

**PLACE:** JEA, Customer Center, Bid Office, 1st Floor, 21 West Church Street, Jacksonville, FL32202  
**OR**  
WebEx/Teleconference  
WebEx Meeting Number (access code): 2309 526 2709  
WebEx Password: cQMmJPHA823

## **Public Comments:**

## **Awards:**

1. Approval of the minutes from the last meeting(11/17/2022)
2. Request approval to award a one (1) year contract to CGI Technologies and Solutions Inc. for CGI FMS CAD software support in the amount of \$422,964.00, subject to the availability of lawfully appropriated funds.
3. Request approval of purchase from Cedar Creek Landing Condominium Association, Inc. for the subject property – Easement Acquisition Purchase in the not-to-exceed amount of \$100,000.00, subject to the availability of lawfully appropriated funds.
4. 1410838446- Request approval to rescind this solicitation, and reject all Responses received in anticipation of rebidding a new project and scope of work.
5. 1410870646 – Request approval to award a contract to Reliable Substation Services, Inc for construction services for the Mayo Substation Construction Phase I, in the amount of \$9,167,950.00, subject to the availability of lawfully appropriated funds.
6. Request approval to award a contract to Bently Nevada, Inc. for system 1 server upgrades, HMI and installation in the amount of \$437,197.00, subject to the availability of lawfully appropriated funds.
7. **DEFERRED** - Request approval of a ratification of the contract Termination for Convenience of JEA Contract No. 195357 with The Kenton Group, Inc. dba Baldwin's Quality Plumbing.
8. Request approval to award a one (1) year renewal to Drew Hartmann Plumbing Inc. for Plumbing Services in the amount of \$140,722.47, for a new not-to-exceed amount of \$440,722.47, subject to the availability of lawfully appropriated funds.
9. Request approval to award contracts to STUART C IRBY CO. (\$489,275.40) and GRESCO SUPPLY INC. (\$28,750.00) for the supply of Storm Stock Electrical Items, for a total amount of \$518,025.40, subject to the availability of lawfully appropriated funds.
10. Request approval to award a single source/ratification contract to Gary Yeoman Ford Company for JEA Fleet Services Light Duty Vehicle Maintenance and Repair Services, in the amount of \$370,271.49, subject to the availability of lawfully appropriated funds.
11. Request approval to award a contract to Cumberland International Trucks LLC for the purchase three (3) – sixteen

(16) cubic yard dump trucks for FY23, in the amount of \$539,693.00 subject to the availability of lawfully appropriated funds.

12. Request approval to award a contract to Worth Contracting, Inc. for exterior equipment painting services in the amount of \$1,487,175.00, 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.

## 12-01-2022 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 11/17/2022 meeting.
2	SINGLE SOURCE	KROL	\$363,485.00	\$422,964.00	CGI TECHNOLOGIES AND SOLUTIONS INC.	One (1) Year	<p><b><u>CGI Field Management System (FMS-CAD) Software Support Agreement</u></b></p> <p>The CGI Field Management System (FMS-CAD) software support enables mapping technology for JEA field technicians. Technical assistance and application support from the CGI software vendor that provides field personnel required details associated with daily work assignments. The Computer Aided Dispatch (CAD) and the Outage Management System (OMS) are the main components of FMS that are tightly coupled with JEA's customer support satisfaction. This application provides JEA the ability to schedule, assign, and dispatch field work, as well as a detail mapping application to provide location details. The FMS system is one of the most critical systems at JEA.</p> <p>CGI support provides JEA the ability to open tickets for the support of the base products and provides 7x24x365 hotline support for all of the products used by JEA (CAD, OMS). Support provides JEA guidance on any proposed enhancements JEA needs related to the base products and interfaces with other systems. Support also provides patches and software updates for all of their products to stay current and ensures that all systems are providing what is needed to field personnel during storms.</p> <p>This request is for a new one (1) year single source award to continue use of CGI Prima Software Support from 12/01/2022 to 11/30/2023 for \$422,964.00 to maintain existing support. The terms and conditions of the current software support agreement will remain the same, however the cost has increased by 28% or \$92,523.00 based on the CCPI index increasing 3% for \$9,913.00 and \$82,610.00.00 for an extended usage fee. The current supported version is now v7.0 and higher. To</p>

## 12-01-2022 Awards Committee

							<p>continue to provide support JEA's existing OpenGrid Workforce and Field (PragmaCAD)/OpenGrid Network (PragmaLINE) respective versions v6.5/v5.4 and to maintain an upgrade path from OpenGrid Workforce and Field/OpenGrid Network, an Extended Usage fee will be invoiced for the next maintenance period as indicated in the table below. If JEA decides within the 2022-2023 maintenance term to upgrade its system, the Extended Usage fee will be leveraged against the cost of the project upgrade.</p> <p>Request approval to award a one (1) year contract to CGI Technologies and Solutions Inc. for CGI FMS CAD software support in the amount of \$422,964.00, subject to the availability of lawfully appropriated funds.</p>
3	REAL ESTATE DIRECTIVE	MITCHELL	N/A	\$100,000.00	CEDAR CREEK LANDING CONDOMINIUM ASSOCIATION, INC.	Project Completion	<p><b><u>Cedar Creek Landing Condominium Association, Inc.– Easement Acquisition</u></b></p> <p>JEA has negotiated an easement purchase with Cedar Creek Landing Condominium Association, Inc. to provide additional property rights for a new electric transmission circuit for Circuit 663 69 KV San Juan/Jammes rebuild project.</p> <p>This award is for an easement acquisition to provide additional property rights for a new electric transmission circuit. The subject easement will provide additional real estate for construction of the new transmission poles and will account for aerial rights related to sag and vegetation clearance. Transmission Engineering is currently working on Phase II of this project which started in Fall of 2022. JEA entered into negotiations with the owner in 2021 and after several counter offers it was determined to be in JEA's best interest to accept the owners third counteroffer for the subject property to meet the project and construction timeline. The cost justification summary has been attached as backup.</p>
4	RESCIND	YOUNG	\$2,636,500.00	N/A	N/A	N/A	<p><b><u>Northside Generating Station Phase 2 Corrective Measures</u></b></p> <p>To select a Responsible Company to excavate, remove, and dispose of sediments within the existing drainage ditch, install dewatering and bypass pumping and sheet piles, install elliptical reinforced concrete pipe and supporting structures, install of the</p>

## 12-01-2022 Awards Committee

						<p>access road and the soil cap and all associated appurtenances. The contractor shall furnish, unless otherwise stated, all permits, labor, materials, and equipment to complete the scope of work as outlined in the technical specifications and design drawings. This work will be performed at JEA's Northside Generating Station.</p> <p>Advertised on 08/10/2022. Eight (8) prime contractors attended the initial mandatory pre-bid meeting held on 08/23/2022. At Bid opening on 10/25/2022, JEA received two (2) Bids and three (3) No Bids. Companies that did not bid listed among their reasons the complexity of working under transmission lines, working during outages, the specified pipe material, as well as their existing workload. Additionally there was a lot of unknowns with the dewatering and pipe bedding materials. The lowest responsive bid received for the project exceeded the planned project budget. JEA will re-evaluate the design and selected remedy to address the intent of this project and will develop a new scope of work that can achieve the same or similar results, while reducing the project's complexity. This request is to rescind with the intent to rebid a new project and scope of work. All pricing will be held confidential for 12 months or, if earlier, such time as JEA provides notice of an intended decision concerning the reissued IFB or until JEA withdraws the reissued IFB.</p> <p>Request approval to rescind this solicitation, and reject all Responses received in anticipation of rebidding a new project and scope of work.</p>
5	INVITATION FOR BID (IFB)  (3) BIDDERS	MELENDEZ	\$5,581,024.00	\$9,167,950.00	RELIABLE SUBSTATION SERVICES, INC.	<p style="text-align: center;"><b><u>JEA's Mayo Substation 138 / 26 kV Phase I Construction Services</u></b></p> <p>The purpose of this solicitation is to select a contractor to provide a Construction Services for JEA's Mayo substation 138 / 26 kV, Phase I, as described herein (the "Work").</p> <p>The award amount of \$9,167,950.00 is approximately 64.3% higher than the Business Unit Pre-Bid Estimate. JEA reviewed the schedule of values and compared the electric &amp; civil works and determined the civil work is where a majority of the estimate variance is found. In the current market, materials, equipment and labor are volatile, causing</p>

## 12-01-2022 Awards Committee

							<p>issues developing consistent estimates. The Budget has been increased to match the award amount. Any excess capital funds will be returned to the capital project holding accounts, after project completion.</p> <p>1410870646 – Request approval to award a contract to Reliable Substation Services, Inc for construction services for the Mayo Substation Construction Phase I, in the amount of \$9,167,950.00, subject to the availability of lawfully appropriated funds.</p>
6	SINGLE SOURCE	MELENDEZ	\$437,197.00	\$437,197.00	BENTLY NEVADA LLC	Project Completion (09/30/2023)	<p><b><u>BBGS, GEC, KGS &amp; NGS System 1 Services, TDI Upgrade and VbOnline &amp; Services</u></b> Request contractor provide materials and labor to update the System1 monitoring system for all electrical generation units. This project will include 6 servers, TDI upgrades, and VbOnline installation and termination services. The work will include enterprise software upgrades. This project will be performed turnkey basis by the OEM. This will be a single source procurement from Bentley Nevada.</p> <p>Bently Nevada completed the JEA CIP compliance process in September of 2022. All applicable documentation is stored on CIP SharePoint website.</p> <p>JEA and Bentley Nevada have previously negotiated terms and conditions, which will be utilized for this contract. When comparing other Bentley Nevada projects, equipment costs, upgrades, and services performance at JEA the overall project cost is deemed reasonable.</p> <p>Request approval to award a contract to Bentley Nevada, Inc. for system 1 server upgrades, HMI and installation in the amount of \$437,197.00, subject to the availability of lawfully appropriated funds.</p>
7 – Defer	Defer	Defer	Defer	Defer	Defer	Defer	Defer
8	RENEWAL	PHILLIPS	\$140,722.47	\$140,722.47	DREW HARTMANN PLUMBING INC	Three (3) Years w/Two (2) – 1 Yr. Renewals	<p><b><u>Plumbing Services</u></b> This contract is executed between JEA and the Contractor to perform services including, but not limited to: labor, supervision, materials, tools, and equipment, as necessary to perform plumbing services for JEA Facilities.</p>

## 12-01-2022 Awards Committee

							<p>This request is for the final one (1) year renewal from 12/17/2022 to 12/16/2023. The award amount of \$140,722.47 is based on the estimated annual spend of \$65,722.47 or approximately \$5,476.87 per month for O&amp;M services and \$75,000 for Facilities Capital Planning projects during FY23 and FY24. The Capital Planning team uses this contract reactively when O&amp;M identifies unplanned asset replacement throughout the year. Pricing will remain the same and the rates from the five-year contract term on the workbook will continue to be used.</p> <p>A new not-to-exceed amount of \$440,722.47</p>
9	EMERGENCY / RATIFICATION	MCELORY	\$518,025.40	\$489,275.40 \$28,750.00	STUART C IRBY CO. AND GRESKO SUPPLY INC.	One Time Purchase	<p><b><u>Emergency Purchase of Electrical Items for Hurricane Preparedness/Inventory Restock - Hurricane Nicole</u></b></p> <p>The primary purpose for this Emergency Purchase was to spot buy electrical material needed for storm response as part of the restoration efforts after Hurricane Nicole affected the JEA service area and to quickly replenish Storm Stock Items to be prepared for another potential late season storm.</p> <p>This Emergency Purchase was to spot buy electrical material needed for storm response as part of the restoration efforts after Hurricane Nicole affected the JEA service area and to quickly replenish Storm Stock Items to be prepared for the entirety of storm season. These items consisted of brackets, insulators, and splices used in the electric distribution system.</p> <p>The solicitation consisted of five (5) electrical items. Because of the urgency to restock Storm Stock items to be prepared for another potential storm, the decision was made to purchase these items based on shortest lead time. JEA paid a ten percent (10%) premium over the lowest respondent, but guaranteed delivery for all but one item within three (3) weeks as opposed to the lowest cost item which had lead times that ranged from eight (8) to thirteen (13) months. For the item not at expedite timing, Gresko Supply, Inc. was the only respondent for the insulator and it was at 147 days.</p>

## 12-01-2022 Awards Committee

							Request approval to award contracts to STUART C IRBY CO. (\$489,275.40) and GRESKO SUPPLY INC. (\$28,750.00) for the supply of Storm Stock Electrical Items, for a total amount of \$518,025.40, subject to the availability of lawfully appropriated funds.
10	EMERGENCY/ RATIFICATION	MCELROY	\$370,271.49	\$370,271.49	GARY YEOMANS FORD	Eight (8) months	<p><b><u>JEA Fleet Services Light Duty Vehicle Maintenance and Repair Services</u></b></p> <p>The purpose of this Emergency/Ratification is to request approval for interim services that were provided to support Light Duty Vehicle Maintenance and Repair Services for JEA's Light Duty Fleet through the solicitation and award process, as well as to ensure coverage during the storm season as a new vendor was transitioned into providing yardwork and full service to the Light Duty Vehicle Fleet consisting of 383 Light Duty Vehicle assets. The majority of these assets are Ford vehicles (295), and the remainder are Dodge vehicles (88).</p> <p>JEA's previous Light Duty Fleet Maintenance and Repair services vendor was AutoNation. Their three (3) year contract expired on 03/15/2022, with two (2) one (1) year optional renewal terms. As part of finalizing both renewal options, AutoNation proposed a last-minute increase to their labor rates from their initial renewal offer of \$125/hr. to \$165/hr. and stated that they would only do a one (1) year renewal instead of a two (2) year renewal as they had previously verbally agreed. JEA rejected this proposal primarily due to the thirty two percent (32%) increase not being in line with the market, and notified AutoNation that their contract would not be renewed.</p> <p>In response, while a new solicitation was being processed, JEA Fleet Services awarded an informal Emergency Purchase PO to Gary Yeomans Ford to provide Light Duty Vehicle Maintenance and Repair Service, as well as Yardwork coverage at Commonwealth and Westside Service Centers. Gary Yeomans Ford was willing to commit to a short-term contract with JEA, unlike AutoNation, and their \$110.00/hr. rate aligned with the market, making it considerably more appealing than the \$165/hr. proposed by AutoNation. The Emergency Purchase</p>

## 12-01-2022 Awards Committee

						<p>PO was originally awarded for four (4) months, in the amount of \$140,000.00, and was projected utilizing the average monthly cost of AutoNation's services because Yeoman's rates were similar.</p> <p>At response opening of the formal solicitation for Light Duty Maintenance and Repair services, only two vendors submitted bids. Neither AutoNation, the incumbent, nor Gary Yeoman Ford, the vendor currently providing services as part of the Emergency Purchase, submitted bids. The successful bidder was Duval Ford. Duval Ford recently won the Medium Duty Maintenance and Repair Services Solicitation. It should be noted that, the Yeoman Ford labor rate of \$110.00/hr. was only slightly higher than the \$100.00/hr. rate proposed by Duval Ford (the lowest priced vendor and awarded vendor in the formal solicitation). Additionally, the Yeoman Ford parts mark up of 20% and Yardwork daily charges where \$220/day, the same rates as proposed by Duval.</p> <p>With Duval Ford winning both the Light Duty Maintenance and Medium Duty Maintenance solicitations, JEA transitioned Duval Ford into their Medium Duty work completely and in an effort to support a smooth transition into the Light Duty contract, worked with Duval Ford for a phased implementation plan to start Light Duty Maintenance. To ensure coverage during this phased implementation, on 06/15/2022 the informal Emergency Purchase of Light Duty Maintenance and Repair services PO with Gary Yeoman was increased to \$280,000.00 and the expiration date extended until 08/15/2022.</p> <p>As 08/15/2022 approached, a JEA decision was made to further extend the term to 11/15/2022, but no additional funds were added. This was primarily based on Duval Ford incurring delays with the installation of additional lifts and equipment needed to assume full responsibility for the Light Duty contract, this was due to permitting and labor support issues. Additionally, JEA felt additional coverage through storm season, even if Duval Ford successfully transitioned all work would benefit</p>
--	--	--	--	--	--	---

## 12-01-2022 Awards Committee

						<p>JEA. On 09/15/2022, Gary Yeomans interim contract was increased to \$350,000.00 and ultimately increased on 10/14/2022 to \$375,000.00, to accommodate continued routine preventative and corrective maintenance, a major repair to one unit, and to process multiple aged invoices that were presented in late September.</p> <p>As of 11/16/2022, Duval Ford has assumed full responsibility for all Light Duty maintenance and repair services. In the eight (8) months that Gary Yeomans provided the Yardwork duties and Light Duty maintenance and repair services to JEA, they have completed 577 corrective maintenance work orders and 376 preventive maintenance work orders on Light Duty vehicles. Additionally, many of the preventive maintenance work orders completed were backlogged jobs that AutoNation had not performed. Given the numerous extensions of services, the magnitude of some repairs, and how many total vehicles were serviced, JEA exceeded the previously planned informal Emergency Purchase PO threshold and in response is requesting a ratification of a formal Emergency Purchase PO.</p> <p>Request approval to award a single source/ratification contract to Gary Yeoman Ford Company for JEA Fleet Services Light Duty Vehicle Maintenance and Repair Services, in the amount of \$370,271.49, subject to the availability of lawfully appropriated funds.</p>
11	PIGGYBACK - FLORIDA SHERIFF'S ASSOCIATION (FSA)/ RATIFICATION	MCELROY	\$546,000.00	\$539,693.00	CUMBERLAND INTERNATIONAL TRUCKS LLC	<p><b><u>FY 23 JEA Water Expansion 211-02 (Dump Trucks)</u></b></p> <p>The purpose of this Piggyback was to solicit pricing for the purchase of three (3) 16 CYD dump trucks for FY23 JEA's fleet capital requirements for expansion for the Water department.</p> <p>Cumberland International Trucks LLC informed JEA that they had three (3) - sixteen (16) cubic yard dump trucks that were a result of Orange County ordering and then cancelling due to deviations in the specifications. These units allow JEA to eliminate current rentals placed on the system from W/WW expansion that are slated to exist until FY24 due to</p>

## 12-01-2022 Awards Committee

						<p>current manufacturing lead-times. Additionally, this fulfills an additional unit from the FY24 buy plan vehicle needs. Two (2) of the trucks should be able to be put in use in December while the remaining third unit will be available mid-January, significantly less than market lead-times. This award is being brought as a ratification to secure JEA's purchase of the units given the high demand for Dump Trucks currently and the long lead time.</p> <p>The three (3) - sixteen (16) cubic yard dump trucks are being proposed to meet our need of three (3) of the four (4) - fourteen (14) to sixteen (16) cubic yard dump trucks currently on the FY24 plan and planned to be on an upcoming solicitation in the upcoming months. As noted earlier, one of the biggest business case drivers is this will help eliminate some of our rental costs. We are currently spending \$4,677.00 per month on the rental of two (2) - twelve (12) cubic yard dump trucks that are undersized for the application.</p> <p>The budgeted amount for these dump trucks is \$182,000. These fall right under the budgeted amount at \$181,731.00 each. We currently have four (4) - nineteen (19) cubic yard dump trucks on order with Orlando Freightliner based on our most recent solicitation; these were \$164,074.00/each. The dump trucks we are purchasing from Cumberland have the Cummins X15 engine which is a larger displacement engine and is a more expensive engine platform than the Detroit DD13 engine which we require in our specs. There are a few other minor differences which we believe also contribute to the price differences we saw on our last bid and what we see here on the FSA contract.</p> <p>Request approval to award a contract to Cumberland International Trucks LLC for the purchase three (3) – sixteen (16) cubic yard dump trucks for FY23, in the amount of \$539,693.00 subject to the availability of lawfully appropriated funds.</p>
12	<p>INVITATION TO NEGOTIATE (ITN)</p> <p>(4) Respondents</p>	MCELROY	\$2,501,520.00	\$1,487,175.00	<p>WORTH CONTRACTING INC.</p>	<p>Three (3) Year w/Two (2) – One (1) Yr. Renewals</p> <p><b><u>JEA Investment Recovery Exterior Equipment Painting Program</u></b></p> <p>The primary purpose for this Invitation to Negotiate (ITN) is to select an all-encompassing service</p>

## 12-01-2022 Awards Committee

						<p>provider which provides labor, equipment, tools, expendables, and miscellaneous supplies to properly apply paint to JEA 14' to 18' decorative streetlight poles and light-heads, pad-mounted &amp; three-phase transformers, and switch, fuse, and metering cabinets in the JEA service territory.</p> <p>The JEA Investment Recovery Painting Program has been a great success for JEA, JEA's customer base, and visitors to the JEA service territory. The program requirements are driven by customers who want to improve the appearance of our transformers, switch cabinets, and ornamental streetlights in their neighborhoods. The painting program also gives back two-fold in that it also prolongs the life expectancy of the items repaired through preventing premature failure due to corrosion.</p> <p>The solicitation considered four (4) items to be painted for this contract, light poles, single-phased pad mounted transformers, three-phased pad mounted transformers and cabinets (switch, fuse, and metering). The award amount was calculated by using the projected volume of work and the rates provided by the lowest bidder, Worth Contracting, Inc. Worth Contracting, Inc. rates are an average of 57% lower than current rates and will yield savings of \$1,014,345.00 over the three-year life of the contract. It should be noted that Worth Contracting, Inc. was the prior incumbent before Transformer Maintenance and Service, Inc. was awarded during the previous contract cycle. The budget estimate was created based on the current contracted rates and estimated volumes of work. Transformer Maintenance and Service, Inc. noted significant increases in fuel, hotels, and labor as primary drivers in their need to increase rates, given they are not local and does not apply to Worth Contracting, Inc. which is a local Jacksonville company.</p> <p>Request approval to award a contract to Worth Contracting, Inc. for exterior equipment painting services in the amount of \$1,487,175.00, subject to the availability of lawfully appropriated funds.</p>
--	--	--	--	--	--	---

12-01-2022 Awards Committee

<b>Total Award</b>				\$13,183,998.36			
--------------------	--	--	--	-----------------	--	--	--

## **JEA AWARDS COMMITTEE**

### **NOVEMBER 17, 2022, MEETING MINUTES**

The JEA procurement Awards Committee met on November 17, 2022, in person with a WebEx option.

WebEx Meeting Number (access code): 2309 526 2709

WebEx Password: cQMmJPHA823

Members in attendance were Jenny McCollum as Chief Procurement Officer, Stephen Datz as Chairperson (onsite), Stephanie Nealy as Budget Representative, Rebecca Lavie as Office of General Counsel Representative; Hai Vu (onsite), Ricky Erixton (onsite), Janie Smalley for Laura Schepis (arrived onsite 10:07 a.m.) and Joe Orfano. 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.

1. Approval of the minutes from the last meeting (11/03/2022). Chair Datz verbally presented the Committee Members the proposed November 3, 2022, minutes as presented.

**MOTION:** Hai Vu made a motion to approve the November 3, 2022, minutes (Award Item 1). The motion was seconded by Ricky Erixton and approved unanimously by the Awards Committee (4-0).

The Committee Members reviewed and discussed the following Awards Items 2 –16.

2. Request approval for a ratification of an award to SPE Utility Contractors FD, LLC for overhead transmission and distribution repair services associated with Hurricane Ian in the amount of \$1,098,342.52, subject to the availability of lawfully appropriated funds.

**MOTION:** Joe Orfano made a motion to approve Award Item 2 in the committee packet. The motion was seconded by Ricky Erixton and approved unanimously by the Awards Committee (4-0).

3. 1410616846 – Request approval to award contracts to Chen Moore & Associates, Inc. \$88,000.00, Pickett & Associates LLC \$88,000.00 and Leidos Engineering, LLC \$88,000.00 for substation engineering services in the Not to Exceed amount of \$264,000.00, subject to the availability of lawfully appropriated funds.

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

4. Request approval of a payment to Sawyer's Preserve 214, LLC for the installation of a sewer force main and a duplex lift station by Pipeline Constructors, Inc. for the Sawyer's Preserve project in the amount of \$369,849.00, subject to the availability of lawfully appropriated funds.

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

5. Request approval to award a three (3) year contract renewal to Zycus, Inc. for the Procurement E-Sourcing and Contract Lifecycle Management Cloud SaaS Software Solution License Subscription and support in the amount of \$732,987.00, for a new not-to-exceed amount of \$1,623,413.36, 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 Joe Orfano and approved unanimously by the Awards Committee (5-0).

6. Request approval to award a change order to C and C Powerline, Inc. for construction services for Circuit 917 relocation in the amount of \$291,594.43, for a new not-to-exceed amount of \$1,288,128.79, subject to the availability of lawfully appropriated funds.

**MOTION:** Ricky Erixton made a motion to approve Award Item 6 as amended in the committee packet. The motion was seconded by Janie Smalley and approved unanimously by the Awards Committee (5-0).

7. Request approval to award a contract increase to Underwater Mechanics Services LLC to incorporate the GMP for the circuit 853/822 lattice tower 39 foundation repair and construction services in the amount of \$831,825.21, for a new not-to-exceed amount of \$1,001,620.59, subject to the availability of lawfully appropriated funds.

**MOTION:** Joe Orfano made a motion to approve Award Item 7 as presented in the committee packet. The motion was seconded by Hai Vu and approved unanimously by the Awards Committee (5-0).

8. Request approval to award a six (6) month contract extension to LionBridge Global Solutions II, Inc. for Customer Call Center Interpretation Language Services in the amount of \$87,936.00, for a new not-to-exceed amount of \$414,387.88, subject to the availability of lawfully appropriated funds.

**MOTION:** Janie Smalley made a motion to approve Award Item 8 as presented in the committee packet. The motion was seconded by Ricky Erixton and approved unanimously by the Awards Committee (5-0).

9. Request approval to award a contract increase to Biosolids Distribution Services, LLC (\$361,109.37) and H & H Liquid Sludge Disposal, Inc. (\$903,875.06) for Grit, Waste and Sludge Disposal Management Services for the Buckman Water Reclamation Facility (WRF) in the amount of \$1,264,984.43, for a new not-to-exceed amount of \$6,959,307.43, subject to the availability of lawfully appropriated funds.

**MOTION:** Hai Vu made a motion to approve Award Item 9 as presented in the committee packet. The motion was seconded by Joe Orfano and approved unanimously by the Awards Committee (5-0).

10. 1410730847 - Request approval to award a contract to Talogy, Inc. for Pre-Employment (Civil Service, Behavioral and Cognitive, etc.) Assessments for a not-to-exceed amount of \$2,400,000.00, subject to the availability of lawfully appropriated funds.

**MOTION:** Hai Vu made a motion to approve Award Item 10 as presented in the committee packet. The motion was seconded by Janie Smalley and approved unanimously by the Awards Committee (5-0).

11. Requested approval of a payment to Plummer JV, LLC for the construction of the water main and force main by TB Landmark for the Darby Offsite project in the amount of \$996,008.00, subject to the availability of lawfully appropriated funds.

**MOTION:** Hai Vu made a motion to approve Award Item 11 as presented in the committee packet. The motion was seconded by Joe Orfano and approved unanimously by the Awards Committee (5-0).

12. Request approval to award a contract increase to Merrell Bros Inc. for residuals hauling and disposal in the amount of \$625,213.13, for a new total not-to-exceed amount of \$5,625,154.48, subject to the availability of lawfully approved funds.

**MOTION:** Joe Orfano made a motion to approve Award Item 12 as presented in the committee packet. The motion was seconded by Janie Smalley and approved unanimously by the Awards Committee (5-0).

13. Request approval for a contract increase to Beyel Brothers, Inc. for crane, rigging and heavy hauling services in the amount of \$375,000.00, for a new total not-to-exceed amount of \$3,359,138.26, subject to the availability of

lawfully appropriated funds.

**MOTION:** Ricky Erixton made a motion to approve Award Item 13 as amended in the committee packet. The motion was seconded by Hai Vu and approved unanimously by the Awards Committee (5-0).

14. Request approval to award a contract increase to Carollo Engineers, Inc. for additional services during construction of the Buckman Disinfection System Replacement project in the amount of \$168,226.00, for a new not-to-exceed amount of \$1,692,842.00, subject to the availability of lawfully appropriated funds.

**MOTION:** Janie Smalley made a motion to approve Award Item 14 as presented in the committee packet. The motion was seconded by Hai Vu and approved unanimously by the Awards Committee (5-0).

15. Request approval to award a contract amendment to Garney Companies, Inc. for construction of the Greenland WRF Pipelines for Water, Reclaimed Water and Sanitary Sewer Force Mains projects in the amount of \$3,635,894.97, for a new not-to-exceed amount of \$57,591,795.04, subject to the availability of lawfully appropriated funds.

**MOTION:** Joe Orfano made a motion to approve Award Item 15 as amended in the committee packet. The motion was seconded by Hai Vu and approved unanimously by the Awards Committee (5-0).

16. Request approval to award a contract increase to The Haskell Company for the purchase of equipment for the Progressive Design-Build Services for the 1.0 MGD Water Purification Facility project in the amount of \$5,105,646.00, for a new not-to-exceed amount of \$11,129,003.00, subject to the availability of lawfully appropriated funds.

**MOTION:** Hai Vu made a motion to approve Award Item 16 as presented in the committee packet. The motion was seconded by Janie Smalley and approved unanimously by the Awards Committee (5-0).

Informational Item:

No informational items were presented to the Awards Committee.

Ratifications:

Award 2 and Award 4 were Ratifications presented to the Awards Committee.

Public Comments:

No additional public comment speaking period was taken.

Adjournment:

Chair Datz adjourned the meeting at 11:01 a.m.

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



# Formal Bid and Award System

Award #2 December 1, 2022

**Type of Award Request:** SINGLE SOURCE  
**Request #:** 6438  
**Requestor Name:** Tremble, Troy A. - Manager CRM Systems  
**Requestor Phone:** 904-665-5185  
**Project Title:** CGI Field Management System (FMS-CAD) Software Support Agreement  
**Project Number:** B0400  
**Project Location:** JEA  
**Funds:** O&M  
**Budget Estimate:** \$363,485.00 (Line 1999, BL08)

**Scope of Work:**

The CGI Field Management System (FMS-CAD) software support enables mapping technology for JEA field technicians. Technical assistance and application support from the CGI software vendor that provides field personnel required details associated with daily work assignments. The Computer Aided Dispatch (CAD) and the Outage Management System (OMS) are the main components of FMS that are tightly coupled with JEA’s customer support satisfaction. This application provides JEA the ability to schedule, assign, and dispatch field work, as well as a detail mapping application to provide location details. The FMS system is one of the most critical systems at JEA.

CGI support provides JEA the ability to open tickets for the support of the base products and provides 7x24x365 hotline support for all of the products used by JEA (CAD, OMS). Support provides JEA guidance on any proposed enhancements JEA needs related to the base products and interfaces with other systems. Support also provides patches and software updates for all of their products to stay current and ensures that all systems are providing what is needed to field personnel during storms.

**JEA IFB/RFP/State/City/GSA#:** N/A  
**Purchasing Agent:** Woyak, Nathan  
**Is this a ratification?:** NO  
**If yes, explain:** N/A

**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
CGI TECHNOLOGIES AND SOLUTIONS INC.	MITCH JORDAN	Mitch.jordan@CGI.com	Jacksonville FL	(678) 234-4783	\$422,964.00

**Amount for entire term of Contract/PO:** \$422,964.00  
**Award Amount for remainder of this FY:** \$422,964.00  
**Length of Contract/PO Term:** One (1) Year

**Begin Date (mm/dd/yyyy):** 12/01/2022  
**End Date (mm/dd/yyyy):** 11/30/2023  
**Renewal Options:** NO  
**JSEB Requirement:** N/A – Single Source

**Background/Recommendations:**

JEA Awards Committee has approved the use of the CGI suite of products and support for over ten (10) years since 2010 on a proprietary/single source basis due to the Supplies or Services requirement to be a certain type, brand, make or manufacturer due to the criticality of the item or compatibility within a JEA utility system, and such Supplies or Services cannot be obtained from multiple sources such as distributors. The previous award is attached as backup.

This request is for a new one (1) year single source award to continue use of CGI Prima Software Support from 12/01/2022 to 11/30/2023 for \$422,964.00 to maintain existing support. The terms and conditions of the current software support agreement will remain the same, however the cost has increased by 28% or \$92,523.00 based on the CCPI index increasing 3% for \$9,913.00 and \$82,610.00.00 for an extended usage fee. The current supported version is now v7.0 and higher. To continue to provide support JEA's existing OpenGrid Workforce and Field (PragmaCAD)/OpenGrid Network (PragmaLINE) respective versions v6.5/v5.4 and to maintain an upgrade path from OpenGrid Workforce and Field/OpenGrid Network, an Extended Usage fee will be invoiced for the next maintenance period as indicated in the table below. If JEA decides within the 2022-2023 maintenance term to upgrade its system, the Extended Usage fee will be leveraged against the cost of the project upgrade.

JEA is only awarding this for one (1) year because JEA's software versions have become very outdated, and CGI has now introduced a \$82,610.00 extended usage fee. JEA completed a Request for Information (RFI) in FY22 to explore other products in the market however the delay in the Customer to Meter (C2M) project delayed a formal RFP process which was intended in FY22. New leadership in Technology Services has requested not to run major projects concurrently and to have a six month quieting period between projects which is the reason for delay. With the C2M project being put on hold, JEA now intends to issue a formal RFP or explore justification of a single source upgrade with CGI in FY23.

There is a budget shortage of \$59,479.00 the additional funds will come from TS O&M first out of savings determined later in FY23.

Description	One-Year Fees December 1, 2022 to November 30, 2023
CGI Pragma Licenses Support:	\$270,961.00
HERE Annual Usage fees:	<u>\$59,480.00</u>
<i>Sub-Total:</i>	<i>\$330,441.00</i>
Annual CCPI increase (September 2022 rate) at 3%:	<u>\$9,913.00</u>
<i>Sub-Total:</i>	<i>\$340,354.00</i>
Extended Usage fee:	<u>\$82,610.00</u>
<b>TOTAL:</b>	<b>\$422,964.00</b>

Request approval to award a one (1) year contract to CGI Technologies and Solutions Inc. for CGI FMS CAD software support in the amount of \$422,964.00, subject to the availability of lawfully appropriated funds.

**Manager:** Tremble, Troy A. - Manager CRM Systems  
**Director:** Garcia, Jesus J. - Dir CRM Systems  
**VP:** Selders, Steven G -VP Application Delivery and Enterprise Architecture  
**Chief:** Krol, Bradley D (Brad) -Chief Information Officer

**APPROVALS:**

---

**Chairman, Awards Committee** **Date**

---

**Budget Representative** **Date**



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

**cgi.com**

November 22, 2022

**BY EMAIL**

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

**Subject: Software Support Agreement (Prima 3-year) – Notice Letter 2022-2023**

Dear Mr. Tremble:

We would like to inform you that the upcoming renewal date of the current Prima Software Support Agreement (the “Agreement”) is December 1, 2022.

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

- The end date of the Release Support Period in Appendix C (Term/Specific Conditions) has been updated to December 1, 2023 to reflect next year’s renewal. This Appendix has been attached herewith.
- The current supported version is now v7.0 and higher. To continue to provide support JEA’s existing OpenGrid Workforce and Field (PragmaCAD)/OpenGrid Network (PragmaLINE) respective versions **v6.5/v5.4** and to maintain an upgrade path from OpenGrid Workforce and Field/OpenGrid Network, an Extended Usage fee will be invoiced for the next maintenance period as indicated in the table on the following page.

If JEA decides within the 2022-2023 maintenance term to upgrade its system, the Extended Usage fee will be leveraged against the cost of the project upgrade.

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

The fees covering the support services including HERE Annual Usage fees for the year 2021-2022 amounted to \$330,441 USD. This amount is subject to an annual increase due to changes in the Canadian Consumer Price Index (CCPI) of September 2022.

As indicated above, the Extended Usage fee in the amount of \$82,610 USD has been added for a total of \$422,964 USD.

Experience the commitment®

**Confidential**



The resulting total of \$422,964 USD represents the Prima 3-year Support Plan fees that cover the period of December 1, 2022 to November 30, 2023. Please refer to the table below for a summary.

<b>Description</b>	<b>One-Year Fees</b> December 1, 2022 to November 30, 2023
CGI Pragma Licenses Support (incl. last year's CCPI):	\$270,961
HERE Annual Usage fees (incl. last year's CCPI):	<u>\$ 59,480</u>
<i>Sub-Total:</i>	\$330,441
Annual CCPI increase at 3.0%:	<u>\$ 9,913</u>
<i>Sub-Total:</i>	\$340,354
Extended Usage fee:	<u>\$ 82,610</u>
<b>TOTAL:</b>	<b>\$422,964</b>

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

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

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



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

Sincerely,

Matthew Balog  
Vice-President, Consulting Services

CC: Steve Joyce, Business Development Director  
Martine Colle, Customer Service/Contract Support Coordinator

**JEA**

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

Name:

Title:

Date:



## Appendix C

---

### Term/Specific Conditions

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

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

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

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

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

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

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

The Release Support Period starts on the Effective Date and ends on December 1, 2023.



## Appendix D

### Summary of Support Fees

Customer agrees to pay the following annual support fees:

Description	Year 1 Fees December 1, 2022 to November 30, 2023
CGI Pragma Licenses Support	\$270,961
HERE Annual Usage fees	<u>\$ 59,480</u>
<i>Sub-Total:</i>	<i>\$330,441</i>
Annual CCPI increase at 3.0%:	<u>\$ 9,913</u>
<b>TOTAL:</b>	<b>\$340,354</b>

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

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

CGI Licenses (up to 500,000 customers)	Qty
<b>Server licenses</b>	
PragmaUP	1
PragmaVIEWS	1
PragmaPROOF	1
PragmaWEB	1
PragmaCAD (with Auto-dispatch)	1
SkyVIEW	1
Fax Interface	1
Pager Interface	1
Alarm & Event Manager	1
PragmaROAD	1
Substation Studio	1
Scheduler / Work Optimization	1
Complex Order	1



Client licenses	
OMS I-Call	100
OMS Dispatchers	10
PragmaCAD dispatcher seats	34
PragmaGEO Dispatcher seats	34
Moblite	365
Moblite options	345
SkyVIEW (Graphical view client module option)	20
PragmaROAD	365
Mobile Supervisor (includes PragmaROAD)	15
PragmaFIELD	100

#### HERE Licenses Annual Usage Fees

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

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



## Formal Bid and Award System

Award #3 December 1, 2022

**Type of Award Request:** REAL ESTATE DIRECTIVE  
**Requestor Name:** Traub, Brandon L. - Real Estate Coordinator  
**Requestor Phone:** 904-665-6581  
**Project Title:** Cedar Creek Landing Condominium Association, Inc.– Easement Acquisition  
**Project Number:** 8006126  
**Project Location:** JEA  
**Funds:** Capital  
**Budget Estimate:** N/A

**Scope of Work:**

JEA has negotiated an easement purchase with Cedar Creek Landing Condominium Association, Inc. to provide additional property rights for a new electric transmission circuit for Circuit 663 69 KV San Juan/Jammes rebuild project.

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

**RECOMMENDED AWARDEE(S):**

Owner	Address	Amount
CEDAR CREEK LANDING CONDOMINIUM ASSOCIATION, INC.	5615 San Juan Ave. Jacksonville, FL 32223	\$100,000.00

**Amount for entire term of Contract/PO:** \$100,000.00  
**Award Amount for remainder of this FY:** \$100,000.00  
**Length of Contract/PO Term:** Project Completion  
**Begin Date (mm/dd/yyyy):** 12/01/2022  
**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.

This award is for an easement acquisition to provide additional property rights for a new electric transmission circuit. The subject easement will provide additional real estate for construction of the new transmission poles and will account for aerial rights related to sag and vegetation clearance. Transmission Engineering is currently working on Phase II of this project which started in Fall of 2022. JEA entered into negotiations with the owner in 2021 and after several counter offers it was determined to be in JEA’s best interest to accept the owners third counteroffer for the subject property to meet the project and construction timeline. The cost justification summary has been attached as backup.

The Real 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, survey, grant of easement and the appraisal valuation letter have been attached as back up.

Request approval of purchase from Cedar Creek Landing Condominium Association, Inc. for the subject property – Easement Acquisition Purchase in the not-to-exceed amount of \$100,000.00, subject to the availability of lawfully appropriated funds.

**Director:** Corbitt, Michael A - Dir Real Estate  
**VP:** Mitchell Jr., Paul W. - VP Economic Development

**APPROVALS:**

---

**Chairman, Awards Committee** **Date**

---

**Budget Representative** **Date**

Cost Justification

Circuit 663 69kv Transmission Project; Parcel 833

**Owner: Cedar Creek Landing Condominium Association, Inc. Address: 5615 San Juan Ave. RE#: 068011-5001**

Easement acquisition to provide additional property rights for a new electric transmission circuit. The subject easement will provide additional real estate for construction of the new transmission poles and will account for aerial rights related to Sag and vegetation clearance.

Appraised Value:	\$19,600.00	<u>Eminent Domain Costs Avoided:</u>	
Verbal offer #1:	\$20,000.00	Update JEA Appraisal:	\$3,500.00
Owner counter offer:	\$125,000.00	Land Owner's Appraisal:	\$15,000.00
Verbal offer #2:	\$75,000.00	JEA Legal Fees:	\$50,000.00
Owner counter offer #2:	\$119,031.00	Owner Legal Fees:	\$50,000.00
Verbal offer #3:	\$80,000.00	Total:	\$118,500.00
Owner counter offer #3:	\$100,000.00		
Compensation to Owner:	<u>\$100,000.00</u>		

Total costs avoided: \$38,100.00  
Total Eminent Domain costs (\$118,500.00) less additional compensation (\$100,000.00 - \$19,600 = \$80,400.00) for a total cost avoided amount of \$38,100.00.

**Summary:**

Transmission Engineering is currently working on Phase II of this project which started in the Fall of 2022. In order to meet the project and construction timeline the easement on the subject property must be acquired without further delay.

Real Estate Services recommends Awards Committee approve the acquisition of the subject easement.

JEA Project: Circuit 663 San Juan/Jammes  
JEA Parcel #: 833  
RE Parcel #: 068011-5001

## **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 **Cedar Creek Landing Condominium Association, Inc.**, a Florida not-for-profit corporation ("Seller").

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 \$100,000.00, hereinafter the "Purchase Price," for the Grant of Easement at Closing.
3. Conveyance Documents.  
Seller shall execute the Grant of Easement and provide same to Buyer at Closing.
4. Real Estate Commission.  
Seller represents and warrants to Buyer that Seller has not engaged any broker or other persons to whom a fee is owed.
5. Closing.  
The consummation of the transaction contemplated hereby for the purchase of the Grant of Easement shall take place within 30 days of the date Buyer executes this Agreement. The Closing shall take place 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.
6. Documents to be delivered at Closing.  
Seller shall deliver to Buyer at Closing:
  - A. Grant of Easement attached as Exhibit A.
  - B. Consent and Joinder of any mortgage holder.
  - C. A certification that Seller is not a foreign person for purposes of Section 1445, Internal Revenue Code.
  - D. An Owners No Lien and Possession Affidavit.
  - E. Any other documentation reasonably required to consummate the transaction.
7. Closing Costs. Closing costs shall be paid by Buyer.

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: \_\_\_\_\_

Michael Corbitt  
Director, Real Estate Services

Date: \_\_\_\_\_

**SELLER:**

**Cedar Creek Landing Condominium Association, Inc.**, a Florida not-for-profit corporation

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

Paula Barnes, President

Date: \_\_\_\_\_

**EXHIBIT A (To Purchase Agreement)**

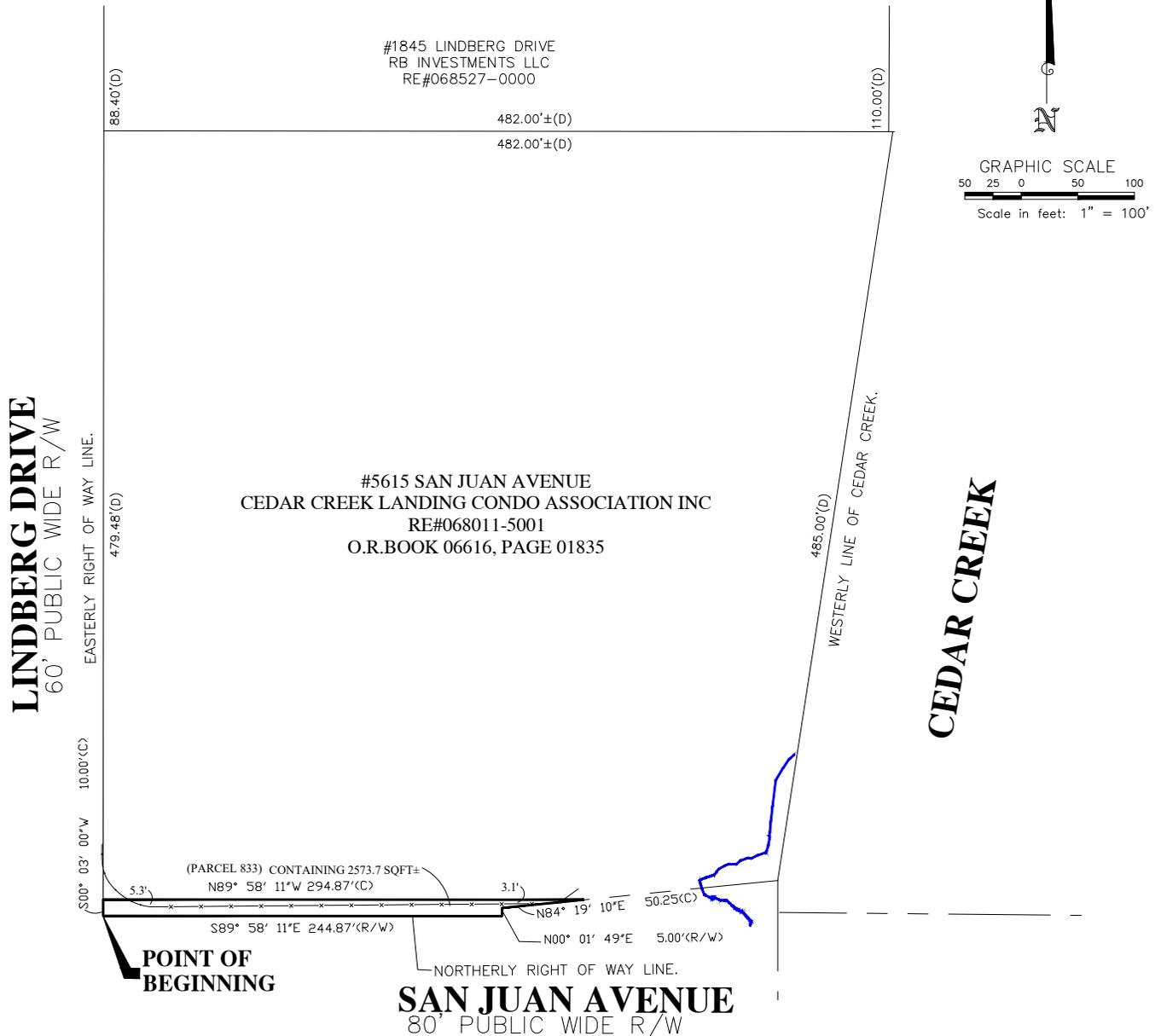
[attach easement form]

# SKETCH & DESCRIPTION

## FOR A PROPOSED JEA EASEMENT (PARCEL 833)

BEING A PORTION OF THE COMMON AREAS OF CEDAR CREEK LANDING, A CONDOMINIUM ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF, RECORDED IN OFFICIAL RECORDS BOOK 5978, PAGE(S) 2328, OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF LINDBERG DRIVE (60 FOOT RIGHT OF WAY AS NOW ESTABLISHED) AND THE NORTHERLY RIGHT OF WAY LINE OF SAN JUAN AVENUE (80 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE S89° 58' 11"E, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 244.87' TO A POINT; THENCE N00° 01' 49"E, PARALLEL TO AND 244.87' EAST OF SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 5.00' TO A POINT; THENCE N84° 19' 10"E, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 50.25' TO A POINT; THENCE N89° 58' 11"W A DISTANCE OF 294.87' TO SAID EASTERLY RIGHT OF WAY LINE OF LINDBERG RIVE; THENCE S00° 03' 00"W, ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 10' TO THE POINT OF BEGINNING.

CONTAINING 2573.7 SQFT±



**GENERAL NOTES:**

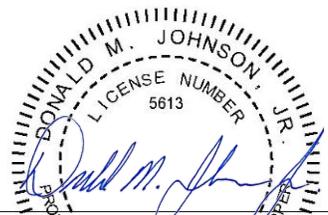
- 1.) THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE ABSTRACT OR REPORT, THEREFOR THERE MAY BE ADDITIONAL MATTERS OF RECORD NOT SHOWN HEREON THAT MAY BE FOUND IN THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.
- 2.) UNDERGROUND IMPROVEMENTS SUCH AS FOUNDATIONS AND UTILITIES WERE NOT LOCATED.
- 3.) A BEARING OF S 89°58'11" E WAS ESTABLISHED ON THE NORTHERLY RIGHT OF WAY LINE OF SAN JUAN AVENUE BY STATE PLANE COORDINATES, NORTH AMERICAN DATUM OF 1983, NAD83/2012 ADJUSTMENT, FLORIDA EAST ZONE (901). DISTANCES WERE TAKEN BY DEED AND/OR PLAT.
- 4.) **THIS IS A SKETCH AND DESCRIPTION ONLY AND DOES NOT PURPORT TO BE A BOUNDARY SURVEY.**

**LEGEND:**

- |                             |                               |
|-----------------------------|-------------------------------|
| Δ = DELTA                   | (P) = PLAT                    |
| R = RADIUS                  | SQFT = SQUARE FEET            |
| L = ARC LENGTH              | (R/W) = FDOT RIGHT OF WAY MAP |
| CB = CHORD BEARING          | SECTION 72500-2614 72017      |
| CD = CHORD DISTANCE         |                               |
| PC = POINT OF CURVATURE     |                               |
| PT = POINT OF TANGENT       |                               |
| D.B. = DEED BOOK            |                               |
| O.R. = OFFICIAL RECORD BOOK |                               |
| PG. = PAGE                  |                               |
| ID = IDENTIFICATION         |                               |
| LB = LICENSED BUSINESS      |                               |
| (M) = FIELD MEASURED        |                               |
| (C) = CALCULATED            |                               |
| (D) = DEED                  |                               |
| NO. = NUMBER                |                               |
| W.O. = WORK ORDER           |                               |

**CERTIFIED TO:**

**JEA**



DONALD M. JOHNSON,  
FLORIDA REGISTERED LAND SURVEYOR NO. 5613  
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

REVISED 11-7-2022 TO EDIT LEGAL PER CLIENT.  
REVISED 5-10-2021 TO EDIT BOUNDARY PER CLIENT.



JOHNSON SURVEYING & MAPPING, INC.  
10250 NORMANDY BLVD. SUITE 604  
JACKSONVILLE FLORIDA 32221  
LICENSED BUSINESS No. 7944

PHONE (904) 619-6630  
FAX (904) 619-6786

W.O. NO.: 2020-040	DATE: 2/15/2021	DRAFTED BY: L. JOHNSON
CHECKED BY: DMJ	FB PG	CAD FILE: 20040.DWG

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

JEA Project: Circuit 663 San Juan/Jammes  
JEA Parcel #: 833  
RE Parcel #: 068011-5001

## NON-EXCLUSIVE GRANT OF EASEMENT

**THIS NON-EXCLUSIVE GRANT OF EASEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between **Cedar Creek Landing Condominium Association, Inc.**, a Florida not-for-profit corporation whose address is 5615 San Juan Avenue, Jacksonville, Florida 32210 (the “Grantor”), and **JEA**, a body politic and corporate, whose address is 21 West Church Street, Jacksonville, Florida, 32202 (the “Grantee”).

**WITNESSETH:** that Grantor, for and in consideration of the sum of Ten and 00/100 dollars (\$10.00) and other good and valuable consideration to them in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained, sold, and conveyed to the Grantee, its successors and assigns forever, an unobstructed right of way and easement with the right, privilege, and authority to said Grantee, its successors and assigns, to construct, operate, lay, maintain, improve, and/or repair, either on or above the surface of the ground, facilities and associated equipment for electrical utilities, including poles, wires, and appurtenant equipment, on, along, over, and across the following described land situate in Duval County, Florida, to wit (the “Easement Property”):

See Exhibit A attached hereto and incorporated herein.

**TOGETHER** with the right of said Grantee, its successors and assigns, of ingress and egress to and over said Easement Property, and for doing anything necessary or useful or convenient, or removing at any time any and all of said improvements under or in said Easement Property, together also with the right and easements, privileges and appurtenances in and to said land which may be required for the enjoyment of the rights herein granted.

**GRANTOR** represents and warrants that it is the true owner of record of the Easement Property and that it has full power and authority to grant to Grantee the rights granted hereunder.

**NOTWITHSTANDING** any language set forth in this Non-Exclusive Grant of Easement to the contrary, Grantee’s use thereof is limited to the construction and maintenance of the electrical utilities facility in substantial compliance with the construction plans attached hereto as Exhibit B.

*Note to Clerk: The property interest conveyed by this instrument is being acquired by the Grantee under threat of condemnation. Pursuant to Florida Administrative Code Section 12B-4.013(4), this conveyance is exempt from documentary stamp tax.*

**FURTHER**, Grantee shall repair and/or replace, at its cost, any vegetation, dumpster enclosures, improvements, irrigation systems and fencing it may damage during construction or in the future with like kind (and size as it may relate to vegetation). Grantee shall not place third party communications on its utility facility except as required by existing agreement or by law.

**GRANTOR** reserves the right to (a) maintain and plant vegetation within the easement at a mature height no greater than 14 feet above the existing grade, provided, however, that no trees, bushes or other woody type vegetation shall be allowed within a 20 foot radius of JEA's poles or other structures, (b) retain the dumpster and refuse facility currently located within the easement, (c) use and maintain its present or future irrigation system within the easement, and, (d) maintain and/or replace the six foot high fence currently located within the easement.

**IN WITNESS WHEREOF**, Grantor has caused these presents to be executed in its name the day and year first above written. By its acceptance of this Non-Exclusive Grant of Easement, Grantee agrees to abide by and implement its terms.

**Signed and Sealed in Our Presence as Witnesses:**

**GRANTOR:**

**Cedar Creek Landing Condominium Association, Inc.**, a Florida not-for-profit corporation

\_\_\_\_\_  
Print \_\_\_\_\_

By: \_\_\_\_\_  
Paula Barnes, President

\_\_\_\_\_  
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 \_\_\_\_\_, 2022, by Paula Barnes, as President of Cedar Creek Landing Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. She is (check one) \_\_\_ personally known to me, or \_\_\_ has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida

(seal)

*(signatures continued on next page)*

**GRANTEE:**

**JEA, a body politic and corporate**

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

Its: \_\_\_\_\_

\_\_\_\_\_  
Print \_\_\_\_\_

\_\_\_\_\_  
Print \_\_\_\_\_

**GRANTEE ACCEPTS THIS NON-  
EXCLUSIVE GRANT OF  
EASEMENT**

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, as \_\_\_\_\_ of JEA, a body politic and corporate, on behalf of the corporation. He/She is (check one) \_\_\_ personally known to me, or \_\_\_ has produced \_\_\_\_\_ as identification.

(seal)

\_\_\_\_\_  
Notary Public, State of Florida

**EXHIBIT A**

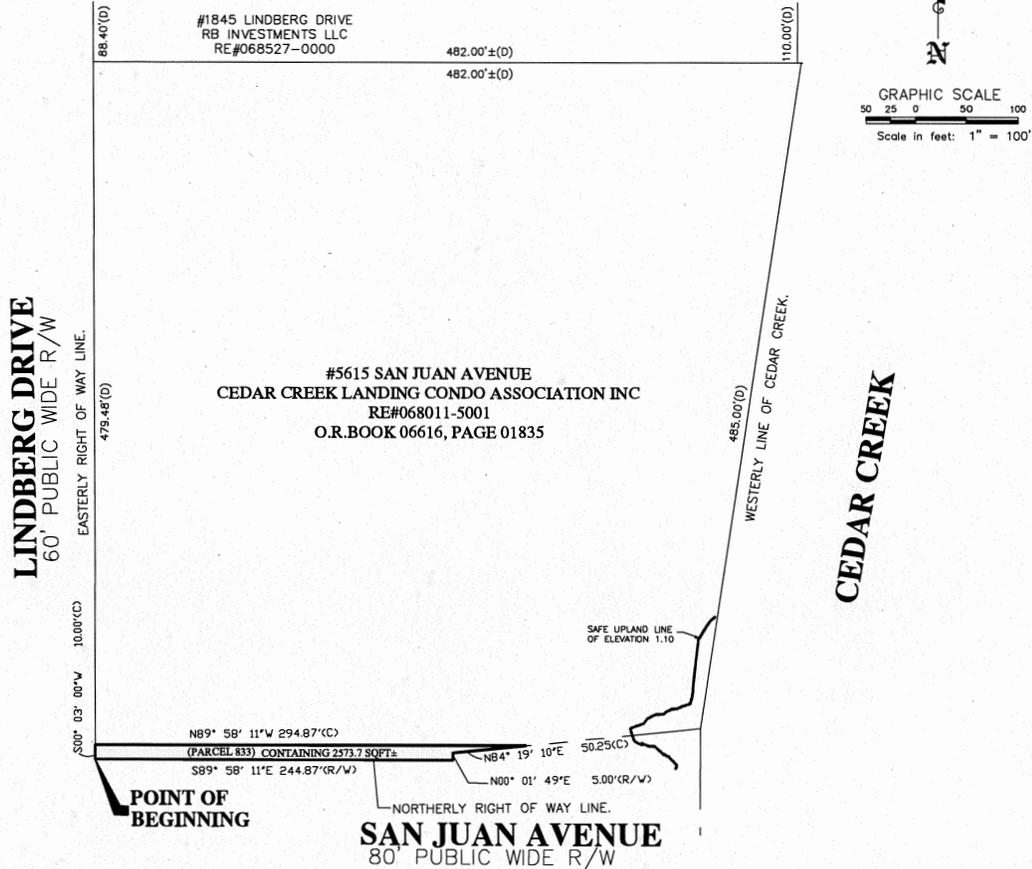
**SKETCH & DESCRIPTION**

**FOR A PROPOSED JEA EASEMENT**

(PARCEL 833)

BEING A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 06616, PAGE 01835, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF LINDBERG DRIVE (60 FOOT RIGHT OF WAY AS NOW ESTABLISHED) AND THE NORTHERLY RIGHT OF WAY LINE OF SAN JUAN AVENUE (80 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE S89° 58' 11"E, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 244.87' TO A POINT, THENCE N00° 01' 49"E, PARALLEL TO AND 244.87' EAST OF SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 5.00' TO A POINT, THENCE N84° 19' 10"E, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 50.25' TO A POINT, THENCE N89° 58' 11"W, A DISTANCE OF 294.87' TO SAID EASTERLY RIGHT OF WAY LINE OF LINDBERG RIVE, THENCE S00° 03' 00"W, ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 10' TO THE POINT OF BEGINNING.

CONTAINING 2573.7 SQFT±



**GENERAL NOTES:**

- 1.) THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE ABSTRACT OR REPORT, THEREFORE THERE MAY BE ADDITIONAL MATTERS OF RECORD NOT SHOWN HEREON THAT MAY BE FOUND IN THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.
- 2.) UNDERGROUND IMPROVEMENTS SUCH AS FOUNDATIONS AND UTILITIES WERE NOT LOCATED.
- 3.) A BEARING OF S 89°58'11" E WAS ESTABLISHED ON THE NORTHERLY RIGHT OF WAY LINE OF SAN JUAN AVENUE BY STATE PLANE COORDINATES, NORTH AMERICAN DATUM OF 1983, NAD83/2012 ADJUSTMENT, FLORIDA EAST ZONE (901). DISTANCES WERE TAKEN BY DEED AND/OR PLAT.
- 4.) THIS IS A SKETCH AND DESCRIPTION ONLY AND DOES NOT PURPORT TO BE A BOUNDARY SURVEY.

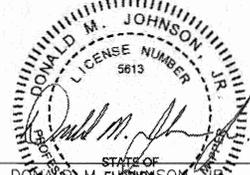
**LEGEND:**

- Δ = DELTA
- R = RADIUS
- L = ARC LENGTH
- CB = CHORD BEARING
- CD = CHORD DISTANCE
- PC = POINT OF CURVATURE
- PT = POINT OF TANGENT
- D.B. = DEED BOOK
- O.R. = OFFICIAL RECORD BOOK
- PG. = PAGE
- ID = IDENTIFICATION
- LB = LICENSED BUSINESS
- (M) = FIELD MEASURED
- (C) = CALCULATED
- (D) = DEED
- NO. = NUMBER
- W.O. = WORK ORDER

- (P) = PLAT
- SQFT = SQUARE FEET
- (R/W) = FDOT RIGHT OF WAY MAP SECTION 72500-2614 72017

**CERTIFIED TO:**

JEA



FLORIDA REGISTERED LAND SURVEYOR NO. 5613  
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RASID SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

REVISED 5-10-2021 TO EDIT BOUNDARY PER CLIENT.



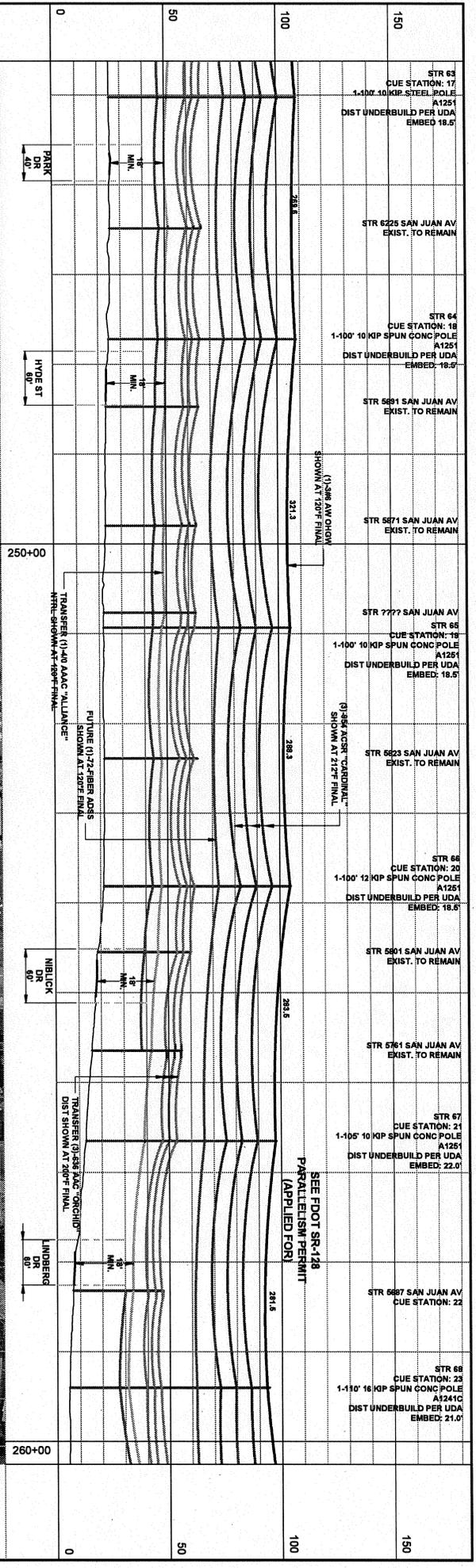
JOHNSON SURVEYING & MAPPING, INC.  
10250 NORMANDY BLVD, SUITE 604  
JACKSONVILLE FLORIDA 32221  
LICENSED BUSINESS No. 7944

PHONE (904) 619-6630  
FAX (904) 619-6786

W.O. NO.: 2020-040	DATE: 2/15/2021	DRAFTED BY: L. JOHNSON
CHECKED BY: DMJ	FB PG	CAD FILE: 20040.DWG

**EXHIBIT B**





STATION	STRUCTURE	TYPE	CONC. POLE	UNDERBUILD	EMBED
100	STR 63	CUE STATION: 17	1-100' 10KIP STEEL POLE	A1251	DIST UNDERBUILD PER UDA EMBED: 18.5'
100	STR 625	SAN JUAN AV	EXIST. TO REMAIN		
100	STR 64	CUE STATION: 18	1-100' 10KIP SPUN CONC POLE	A1251	DIST UNDERBUILD PER UDA EMBED: 18.5'
100	STR 581	SAN JUAN AV	EXIST. TO REMAIN		
100	STR 5871	SAN JUAN AV	EXIST. TO REMAIN		
100	STR 7777	SAN JUAN AV	EXIST. TO REMAIN		
100	STR 65	CUE STATION: 19	1-100' 10KIP SPUN CONC POLE	A1251	DIST UNDERBUILD PER UDA EMBED: 18.5'
100	STR 523	SAN JUAN AV	EXIST. TO REMAIN		
100	STR 66	CUE STATION: 20	1-100' 12KIP SPUN CONC POLE	A1251	DIST UNDERBUILD PER UDA EMBED: 18.5'
100	STR 5801	SAN JUAN AV	EXIST. TO REMAIN		
100	STR 5761	SAN JUAN AV	EXIST. TO REMAIN		
100	STR 67	CUE STATION: 21	1-105' 10KIP SPUN CONC POLE	A1251	DIST UNDERBUILD PER UDA EMBED: 22.0'
100	STR 687	SAN JUAN AV	CUE STATION: 22		
100	STR 68	CUE STATION: 23	1-110' 16KIP SPUN CONC POLE	A1241C	DIST UNDERBUILD PER UDA EMBED: 21.0'

**811**  
Know what's below.  
Call before you dig.

**PICKETT**  
PROJECT AND ASSOCIATES, INC.  
501 WEST WASHINGTON STREET  
4171 PHONE 871710  
501 WEST 111th ST  
501 WEST 111th ST

PROFESSIONAL ENGINEER'S SEAL  
STATE: \_\_\_\_\_  
EXPIRES: \_\_\_\_\_  
LICENSE NO.: \_\_\_\_\_  
FIRM: \_\_\_\_\_

NEW DATE: \_\_\_\_\_  
PROJECT NO.: \_\_\_\_\_  
SUBJECT: CONSTRUCTION

REVISION DESCRIPTION

NO.	DATE	DESCRIPTION

ENGINEER OF RECORD

DATE	BY	DESCRIPTION

SCALE: PLAN VIEW: 1" = 40'

**JEA**

69 kV CIRCUIT 663  
PLAN & PROFILE  
STRUCTURE 63 TO STRUCTURE 68  
SUBSTATION & TRANSMISSION ENGINEERING

PROJECT NO.: 8008128  
DRAWING NO.: E020  
SHEET NO.: 20 OF 30

**NOTICE:** SHALL VERIFY ALL CONDITIONS ON JOB SITE & NOTIFY PROJECT MANAGER AND ENGINEER OF ANY VARIATIONS FROM DIMENSIONS SHOWN ON THESE DRAWINGS PRIOR TO CONSTRUCTION.

*Futral Valuations, LLC*

*Charles E. (Ed) Futral, MAI*

*7529 N.W. 136<sup>th</sup> Street · Gainesville, Florida 32653*

*Phone: (352) 317-8300 · Email: [ed.futral@gmail.com](mailto:ed.futral@gmail.com)*

---

September 9, 2021

Mr. Jordan Pope  
Director – Economic Development & Real Estate  
JEA  
21 West Church Street  
Jacksonville, Florida 32202-3139

Project Name: Circuit 663 69KV Rebuild (Easements)  
Owner Name: Cedar Creek Landing Condo Association, Inc.  
c/o Innovative Management Solutions  
Property Address: 5615 San Juan Avenue  
JEA Parcel No.: 833

Dear Mr. Pope:

At your request, I have prepared a “**Restricted**” Appraisal Report that provides the market value of a proposed permanent (perpetual) utility easement (land only) associated with a privately held property on the above-referenced project.

The client and intended user of this appraisal report is JEA only (including any and all personnel of JEA). There are no other intended users of this appraisal report.

The appraisal is “**Restricted**” in that it provides minimal information to the client with regard to the subject parent tract (lot) and the permanent easement acquisition that is proposed along San Juan Avenue. Note, however, that the appraisal satisfies the needs and requirements of the client (JEA) at this time.

The subject parent tract (lot) is located at 5615 San Juan Avenue and represents condominium common elements, etc. (each of the fee simple condominium ownerships within the overall condominium owns an undivided interests in the common elements). JEA requires a permanent (perpetual) utility easement for the “Circuit 663 69KV Rebuild” project. The proposed easement is located along a portion of the San Juan Avenue frontage (the southerly portion of the subject tract, or lot). Note that JEA will replace, in like kind, any and all improvements located within the area of proposed easement acquisition, if disturbed (to City of Jacksonville/Duval County standards).

Mr. Jordan Pope  
September 9, 2021  
Page 2

Based upon my independent appraisal and exercise of my professional judgement, I offer the following opinions of market value, as of August 28, 2021:

Market Value of Subject Parent Tract (Lot) – 214,454± SF (Est.): \$1,501,200 (\$7.00 / SF)

Market Value of Proposed Utility Easement (3,728.70± SF):	\$19,576
(3,728.70± SF x \$7.00/SF x 75%)	\$19,600 (rounded)

*Note: The above noted market value estimate for the proposed utility easement does not include any monies associated with any potential amendments and/or revisions that may be necessary to the applicable current Declaration of Condominium.*

Respectfully submitted,



Charles E. Futral, MAI  
State-Certified General Real Estate Appraiser RZ1523

**ADDENDUM TO MARKET VALUE ESTIMATE**

This appraisal is based upon information provided by JEA, the Offices of Duval County Property Appraiser and Tax Collector, and various other public / private sources, etc.

Charles E. Futral, MAI, Cert Gen RZ1523, physically inspected the subject property on August 28, 2021.

No one provided significant professional assistance to Charles E. Futral, MAI.

I, Charles E. Futral, MAI, am experienced in the valuation of properties similar to the subject. In compliance with the Competency Rule within the Uniform Standards of Professional Appraisal Practice (USPAP), I have familiarized myself with the market in which the subject property exists through extensive data research and discussions with various market participants including, but not limited to, buyers and sellers, local realtors, and local government officials, etc.

I certify that, to the best of my knowledge and belief, the reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Uniform Standards of Professional Appraisal Practice (USPAP). The report has also been prepared in conformity with any supplemental requirements of JEA.

This report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

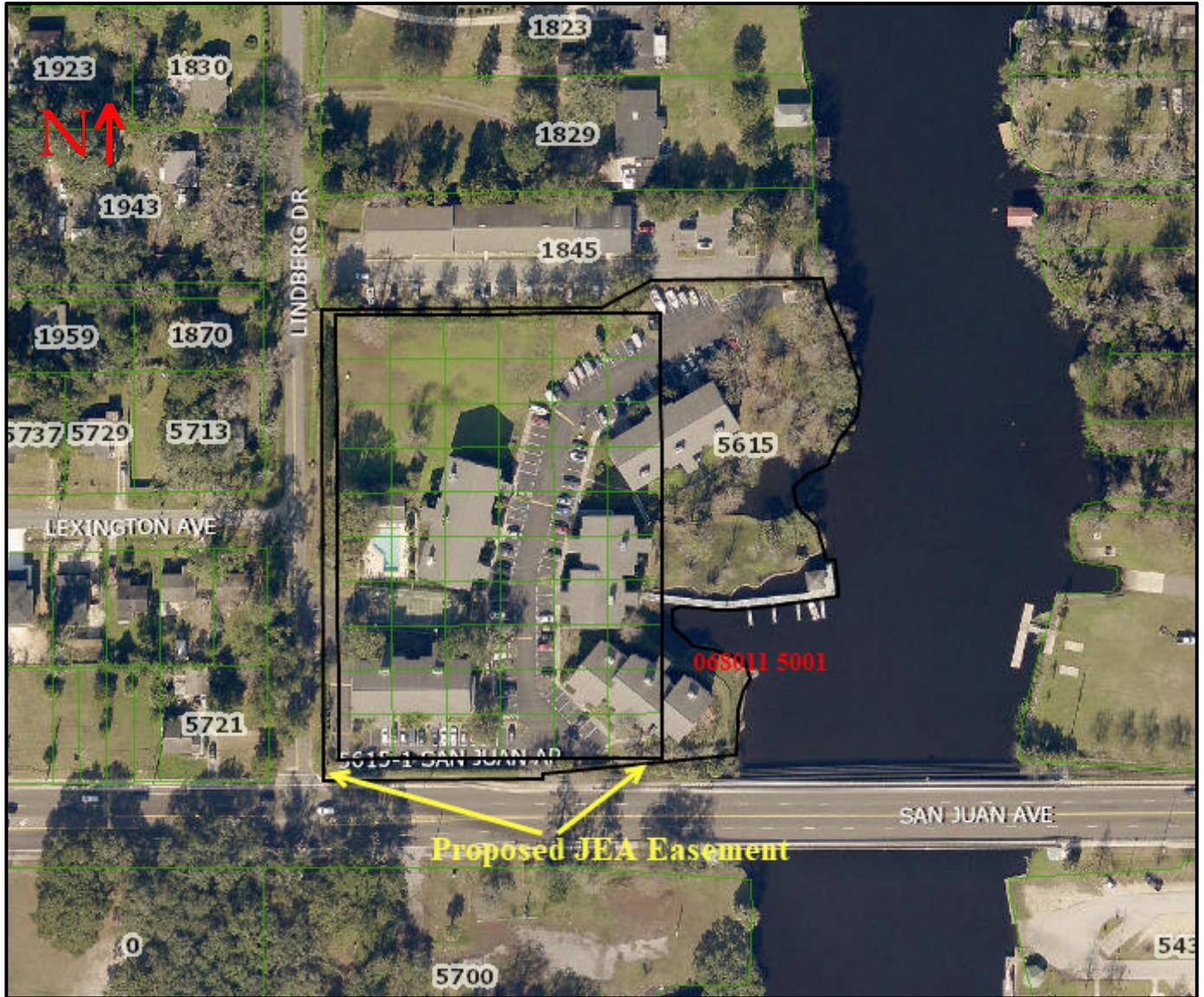
As of the date of this report, Charles E. Futral, MAI, has completed the requirements of the continuing Education Program of the Appraisal Institute.

Project Name:	Circuit 663 69KV Rebuild (Easements)
Owner Name:	Cedar Creek Landing Condo Association, Inc. c/o Innovative Management Solutions
Property Address:	5615 San Juan Avenue
JEA Parcel No.:	833
Date of Report:	September 9, 2021
Date of Value:	August 28, 2021



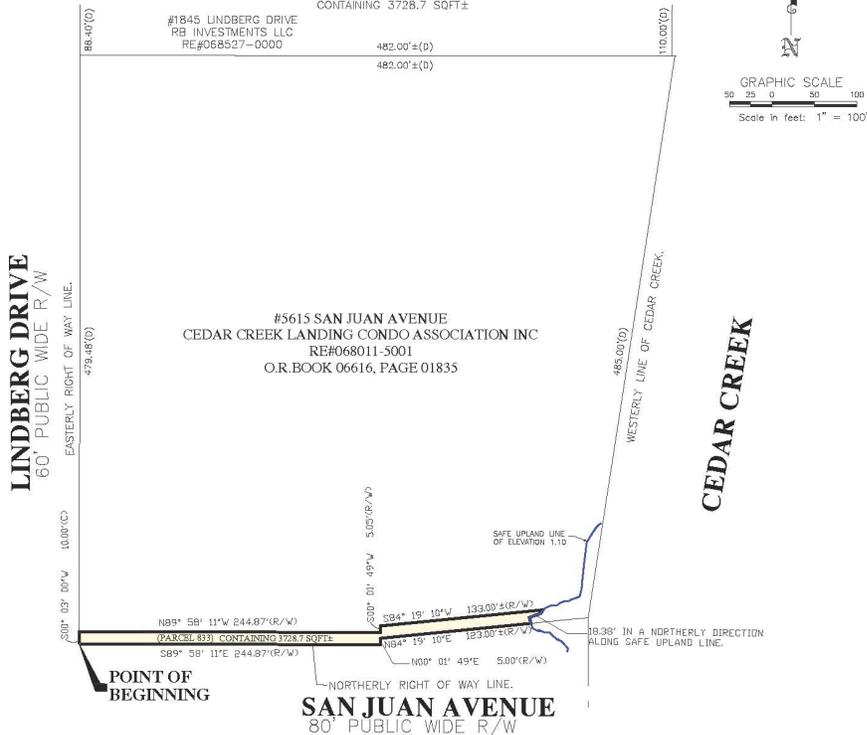
---

Charles E. Futral, MAI  
Cert Gen RZ1523



# SKETCH & DESCRIPTION FOR A PROPOSED JEA EASEMENT (PARCEL 833)

BEING A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 06616, PAGE 01835, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF LINDBERG DRIVE (60 FOOT RIGHT OF WAY AS NOW ESTABLISHED) AND THE NORTHERLY RIGHT OF WAY LINE OF SAN JUAN AVENUE (80 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE S89° 58' 11" E, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 244.87' TO A POINT; THENCE N00° 01' 49" E, PARALLEL TO AND 244.87' EAST OF SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 5.00' TO A POINT; THENCE N84° 19' 10" E, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 123.00' MORE OR LESS TO THE SAFE UPLAND LINE (DEFINED BY THE DEPARTMENT OF AGRICULTURE); THENCE IN A NORTHWESTERLY DIRECTION, ALONG SAID SAFE UPLAND LINE, A DISTANCE OF 18.38' TO A POINT; THENCE S84° 19' 10" W, PARALLEL TO AND 10' NORTH OF SAID NORTHERLY RIGHT OF WAY LINE OF SAN JUAN AVENUE, A DISTANCE OF 133.00' MORE OR LESS TO A POINT; THENCE S00° 01' 49" W, PARALLEL TO AND 244.87' EAST OF SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 5.05' TO A POINT; THENCE N89° 58' 11" W, PARALLEL TO AND 10' NORTH OF SAID NORTHERLY RIGHT OF WAY LINE OF SAN JUAN AVENUE, A DISTANCE OF 244.87' TO SAID EASTERLY RIGHT OF WAY LINE OF LINDBERG DRIVE; THENCE S00° 03' 00" W, ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 10' TO THE POINT OF BEGINNING.



**GENERAL NOTES:**

- 1.) THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE ABSTRACT OR REPORT, THEREFOR THERE MAY BE ADDITIONAL MATTERS OF RECORD NOT SHOWN HEREON THAT MAY BE FOUND IN THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.
- 2.) UNDERGROUND IMPROVEMENTS SUCH AS FOUNDATIONS AND UTILITIES WERE NOT LOCATED.
- 3.) A BEARING OF S 89°58'11" E WAS ESTABLISHED ON THE NORTHERLY RIGHT OF WAY LINE OF SAN JUAN AVENUE BY STATE PLANE COORDINATES, NORTH AMERICAN DATUM OF 1983, NAD83/2012 ADJUSTMENT, FLORIDA EAST ZONE (901). DISTANCES WERE TAKEN BY DEED AND/OR PLAT.
- 4.) THIS IS A SKETCH AND DESCRIPTION ONLY AND DOES NOT PURPORT TO BE A BOUNDARY SURVEY.

**CERTIFIED TO:**

JEA

**LEGEND:**

- Δ = DELTA
- R = RADIUS
- L = ARC LENGTH
- CD = CHORD BEARING
- CD = CHORD DISTANCE
- PC = POINT OF CURVATURE
- PT = POINT OF TANGENT
- D.B. = DEED BOOK
- O.R. = OFFICIAL RECORD BOOK
- PG. = PAGE
- ID = IDENTIFICATION
- LB = LICENSED BUSINESS
- (M) = FIELD MEASURED
- (C) = CALCULATED
- (D) = DEED
- NO. = NUMBER
- W.O. = WORK ORDER
- (P) = PLAT
- SOFT = SQUARE FEET
- (R/W) = FDOT RIGHT OF WAY MAP SECTION 72500-2614 72017



**JOHNSON SURVEYING & MAPPING, INC.**  
 10250 NORMANDY BLVD, SUITE 604  
 JACKSONVILLE FLORIDA 32221  
 LICENSED BUSINESS No. 7944

PHONE (904) 619-6630  
 FAX (904) 619-6786

W.O. NO.: 2020-040	DATE: 2/15/2021	DRAFTED BY: L. JOHNSON
CHECKED BY: DMJ	FB PG	CAD FILE: 20040.DWG

**AMENDED AND RESTATED DECLARATION  
OF CONDOMINIUM OF  
CEDAR CREEK LANDING CONDOMINIUM**

THIS AMENDED AND RESTATED DECLARATION OF CONDOMINIUM (the "Declaration") is made this 6th day of October, 1992, by CEDAR CREEK OF JAX, INC., a Florida corporation (the "Developer").

**RECITALS**

By instrument dated June 28, 1985, entitled "Declaration of Condominium of Cedar Creek Landing Condominium", and which was recorded in Official Records Volume 5978, page 2328, of the current public records of Duval County, Florida, Ellis E. Neder, Jr. (the "Prior Developer") submitted the land described therein to condominium form of ownership. Said Declaration and the amendments thereto recorded in Official Records Volume 6110, page 1140, and Volume 6439, page 776, of said public records, are referred to as the "Prior Declaration".

The Developer is now the owner of the fee simple title to the land submitted to the condominium form of ownership in the Prior Declaration, and to all of the units and common elements created and described in said Prior Declaration. Developer wishes to amend the Prior Declaration to correct certain deficiencies as well as for the purpose of allowing mortgages encumbering units within the condominium to be insured by the Federal Housing Administration or guaranteed by the Veterans Administration.

Accordingly, Developer does hereby restate and amend the Prior Declaration and as amended and restated, the Declaration of Condominium for Cedar Creek Landing Condominium shall read in its entirety as follows:

**I. SUBMISSION TO CONDOMINIUM OWNERSHIP**

The Developer hereby submits to the condominium form of ownership and use the land described in Article IV hereof, the improvements now and hereafter situated thereon and the easements and rights appurtenant thereto (the "Condominium Property"), pursuant to Chapter 718, Florida Statutes, as amended to the date hereof (the "Condominium Act").

**II. NAME AND ADDRESS**

The name by which this condominium is to be identified is Cedar Creek Landing Condominium, herein referred to as the "Condominium".

**III. THE LAND**

The land submitted to Condominium (the "Land") is located in Duval County, Florida, and is described in Exhibit "A" attached hereto upon which has been constructed residential buildings and certain other improvements described in Article IV hereof. A survey of the Land and improvements is attached hereto and made a part hereof as Exhibit "B." The Land, together with the improvements described hereafter, constitute the "Condominium Property".

**IV. DESCRIPTION OF CONDOMINIUM PROPERTY**

**A. Residential Buildings**

The improvements which shall comprise the Condominium Property consist of 60 residential units located in five buildings.

Building 1 will contain twelve (12) units numbered consecutively 101 through 112

Building 2 will contain twelve (12) units numbered consecutively 201 through 212

Building 3 will contain twelve (12) units numbered consecutively 301 through 312

Building 4 will contain twelve (12) units numbered consecutively 401 through 412

Building 6 will contain twelve (12) units numbered consecutively 601 through 612

RECORD AND RETURN TO:  
SMITH, THURLEY & BUSSEY  
1800 FIRST UNION NATIONAL BANK TOWER  
225 WATER STREET  
JACKSONVILLE, FLORIDA 32202

THIS INSTRUMENT PREPARED BY:  
ROBERT A. LEAPLEY  
1300 FIRST UNION NATIONAL BANK TOWER  
225 WATER STREET  
JACKSONVILLE, FLORIDA 32202

After Recording, Return To:  
ARNOLD A. BROWN, Esq.  
RUBIN BROWN LEVIN COHSTANT  
FREDMAN & BILZIN  
2400 Southeast Financial Center  
Miami, Florida 33131-2336

50

**CEDAR CREEK LANDING CONDO ASSOCIATION INC**  
 C/O INNOVATIVE MANAGEMENT SOLUTIONS  
 9838 OLD BAYMEADOWS RD PMB 289  
 JACKSONVILLE, FL 32256

**Primary Site Address**  
 5615 SAN JUAN AVE  
 Jacksonville FL 32210

**Official Record Book/Page**  
 06616-01835

**Title #**  
 6431

**5615 SAN JUAN AVE**

**Property Detail**

RE #	068011-5001
Tax District	GS
Property Use	0994 Res Condo Common Area
# of Buildings	1
Legal Desc.	For full legal description see Land & Legal section below
Subdivision	04094 CEDAR CREEK LANDING CONDO
Total Area	77034

**Value Summary**

Value Description	2020 Certified	2021 In Progress
Value Method	Condo	Condo
Total Building Value	\$0.00	\$0.00
Extra Feature Value	\$0.00	\$0.00
Land Value (Market)	\$0.00	\$0.00
Land Value (Agric.)	\$0.00	\$0.00
Just (Market) Value	\$0.00	\$0.00
Assessed Value	\$0.00	\$0.00
Cap Diff/Portability Amt	\$0.00 / \$0.00	\$0.00 / \$0.00
Exemptions	\$0.00	See below
Taxable Value	\$0.00	See below

The sale of this property may result in higher property taxes. For more information go to [Save Our Homes](#) and our [Property Tax Estimator](#). 'In Progress' property values, exemptions and other supporting information on this page are part of the working tax roll and are subject to change. Certified values listed in the Value Summary are those certified in October, but may include any official changes made after certification. [Learn how the Property Appraiser's Office values property.](#)

**Taxable Values and Exemptions - In Progress**

If there are no exemptions applicable to a taxing authority, the Taxable Value is the same as the Assessed Value listed above in the Value Summary box.

County/Municipal Taxable Value  
 No applicable exemptions

SJRWMD/FIND Taxable Value  
 No applicable exemptions

School Taxable Value  
 No applicable exemptions

**Sales History**

Book / Page	Sale Date	Sale Price	Deed Instrument Type Code	Qualified/Unqualified	Vacant/Improved
06616-01835	11/8/1988	\$1,000.00	MS - Miscellaneous	Unqualified	Improved
06670-01564	2/28/1989	\$100.00	WD - Warranty Deed	Unqualified	Improved
07434-00512	10/8/1992	\$1,546,000.00	SW - Special Warranty	Unqualified	Improved
07434-00517	10/8/1992	\$1,840,000.00	SW - Special Warranty	Unqualified	Improved
07434-00526	10/8/1992	\$100.00	QC - Quit Claim	Unqualified	Improved
07434-00528	10/6/1992	\$100.00	MS - Miscellaneous	Unqualified	Improved

**Extra Features**

No data found for this section

**Land & Legal**

Land  
 No data found for this section

**Legal**

LN	Legal Description
1	31-25-26E 1.77
2	CEDAR CREEK LANDING CONDOMINIUM
3	COMMON AREA PARCEL
4	O/R 7434-528

**Condominiums**

**Condominium Details**

<b>Complex</b>	Cedar Creek Landing
<b>Unit Types</b>	Common Area
<b>View</b>	Average
<b>Beds</b>	
<b>Baths</b>	
<b>Amenities</b>	
<b>Amenity Units</b>	0

**Buildings**

**Building 1**

Building 1 Site Address  
 5615 SAN JUAN AVE  
 Jacksonville FL 32210

No information available

<b>Building Type</b>	0419 - CONDO COMMON ELEMENTS
<b>Year Built</b>	0
<b>Building Value</b>	\$0.00

Element	Code	Detail
Rooms / Units	1.000	

No information available

**2021 Notice of Proposed Property Taxes Notice (TRIM Notice)**

Taxing District	Assessed Value	Exemptions	Taxable Value	Last Year	Proposed	Rolled-back
County	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Public Schools: By State Law	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
By Local Board	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FL Inland Navigation Dist.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Water Mgmt Dist. SJRWMD	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Gen Gov Voted	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
School Board Voted	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Totals</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

Description	Just Value	Assessed Value	Exemptions	Taxable Value
Last Year	\$0.00	\$0.00	\$0.00	\$0.00
Current Year	\$0.00	\$0.00	\$0.00	\$0.00

**2021 TRIM Property Record Card (PRC)**

This PRC reflects property details and values at the time of the original mailing of the Notices of Proposed Property Taxes (TRIM Notices) in August.



**2020 PAID REAL ESTATE  
NOTICE OF AD VALOREM & NON-AD VALOREM ASSESSMENTS  
JIM OVERTON, TAX COLLECTOR**

231 E. Forsyth Street, Suite 130, Jacksonville, FL 32202-3370 (904) 255-5700, option 4 www.duvaltaxcollect.net

**ACCOUNT NUMBER: 068011-5001**

CEDAR CREEK LANDING CONDO  
ASSOCIATION INC C/O INNOVATIVE  
MANAGEMENT SOLUTIONS  
9838 OLD BAYMEADOWS RD PMB 289  
JACKSONVILLE, FL 32256

ESCROW CODE/COMPANY :

LOCATION ADDRESS: 5615 SAN JUAN AVE,  
32210

LEGAL DESCRIPTION: 31-2S-26E 1.77 CEDAR CREEK LANDING  
CONDOMINIUM COMMON AREA  
PARCEL O/R 7434-528

AD VALOREM TAXES FOR REAL ESTATE						
TAXING AUTHORITY	ASSESSED VALUE \$	EXEMPT VALUE \$	TAXABLE VALUE \$	MILLAGE RATE	TAX AMOUNT \$	EXEMPTION CODES APPLIED
CITY OF JACKSONVILLE		0	0	11.4419	0.00	
ST JOHNS RIVER WTR MGM		0	0	0.2287	0.00	
FL INLAND NAVIGATION SCHOOLS		0	0	0.0320	0.00	
SCH REQ LOC EFFORT		0	0	3.6570	0.00	
SCH DISCRETIONARY		0	0	0.7480	0.00	
SCH CAPITAL OUTLAY		0	0	1.5000	0.00	
<b>AD VALOREM TOTALS</b>			<b>MILL CODE: GS</b>	<b>17.6076</b>	<b>\$0.00</b>	

NON-AD VALOREM ASSESSMENTS FOR SERVICES		REMARKS:
LEVYING AUTHORITY	AMOUNT \$	
		PAYMENTS MUST BE MADE IN US FUNDS.
<b>NON-AD VALOREM TOTALS</b>		
	\$0.00	

<b>IF PAID BY:</b>	Sep 30, 2021				
<b>PLEASE PAY ONE AMOUNT:</b>	\$0.00				

PLEASE RETAIN THIS PORTION FOR YOUR RECORDS. RECEIPTS AVAILABLE ONLINE.

**DUVAL COUNTY 2020 PAID REAL ESTATE**

**ACCOUNT NUMBER: 068011-5001**

ESCROW CODE/COMPANY:

LOCATION ADDRESS: 5615 SAN JUAN AVE,  
32210

ALTERNATE KEY: 1117978

**MAKE CHECKS PAYABLE TO:  
JIM OVERTON, TAX COLLECTOR**

<b>IF PAID BY:</b>	<b>PLEASE PAY ONE AMOUNT:</b>
Sep 30, 2021	\$0.00
<b>TO ENSURE PROPER CREDIT FOR ONLINE BILL PAYMENT, INCLUDE ACCOUNT NUMBER 068011-5001</b>	

RETURN WITH PAYMENT

**JIM OVERTON, TAX COLLECTOR  
PO BOX 44009  
JACKSONVILLE, FL 32231-4009**

## **QUALIFICATIONS**

**Charles E. (Ed) Futral, MAI**  
**7529 NW 136<sup>th</sup> Street**  
**Gainesville, Florida 32653**  
**(352) 317-8300**  
**Email: [ed.futral@gmail.com](mailto:ed.futral@gmail.com)**

### **EDUCATION:**

University of Florida - Gainesville, Florida, M.A. and B.S., Business Administration - Real Estate and Urban Analysis with an emphasis on Appraisal

Numerous courses taken for continuing education purposes

### **EXPERIENCE:**

Owner / Manager / Consultant, Futral Valuations, LLC, from September 2019, to present

Owner / Manager / Consultant, d/b/a Charles E. Futral, MAI, November 2017, to September 2019

Employed by Weigel-Veasey Appraisers, Inc., Middleburg, Florida, Senior Staff Appraiser, July 1990, to January 1, 2020

Employed by Knight Appraisal Services, Inc., of Tampa, Florida, Student-Intern/Staff Appraiser from May 1989, to August 1989

Employed by Heritage Appraisal Group, Inc., Sarasota, Florida, Student-Intern/Staff Appraiser from May 1988, to December 1988

I have been involved in appraisal activities since 1986, performing a variety of assignments including appraisals of vacant land, single- and multi-family residential properties, commercial and industrial properties, railroad corridors, subdivision analyses, condominiums, and various market studies. Appraisal assignments have been conducted in Alachua, Baker, Bay, Brevard, Charlotte, Clay, Citrus, Columbia, Duval, Escambia, Flagler, Gadsden, Gilchrist, Gulf, Hernando, Hillsborough, Holmes, Jackson, Lafayette, Lake, Lee, Leon, Levy, Manatee, Marion, Nassau, Okaloosa, Okeechobee, Orange, Osceola, Pasco, Pinellas, Polk, Putnam, Santa Rosa, Sarasota, Seminole, Suwannee, St. Johns, Sumter, Volusia, Walton and Washington Counties, Florida.

### **PROFESSIONAL AFFILIATIONS AND LICENSES**

MAI Designation – Appraisal Institute  
State-Certified General Real Estate Appraiser RZ1523 (Florida)  
State-Certified General Real Estate Appraiser 394098 (Georgia)  
GDOT Right-of-Way Pre-Qualification Certificate – Appraisal Report – Level 1

06/01/2021



# Formal Bid and Award System

Award #4 December 1, 2022

**Type of Award Request:** RESCIND  
**Request #:** 551  
**Requestor Name:** Vu, Jaclyn, Environmental Engineer  
**Requestor Phone:** (904) 665-4243  
**Project Title:** Northside Generating Station Phase 2 Corrective Measures  
**Project Number:** D0101  
**Project Location:** JEA  
**Funds:** Capital  
**Budget Estimate:** \$2,636,500.00

**Scope of Work:**

To select a Responsible Company to excavate, remove, and dispose of sediments within the existing drainage ditch, install dewatering and bypass pumping and sheet piles, install elliptical reinforced concrete pipe and supporting structures, install of the access road and the soil cap and all associated appurtenances. The contractor shall furnish, unless otherwise stated, all permits, labor, materials, and equipment to complete the scope of work as outlined in the technical specifications and design drawings. This work will be performed at JEA’s Northside Generating Station.

**JEA IFB/RFP/State/City/GSA#:** 1410838446  
**Purchasing Agent:** King, David  
**Is this a Ratification?:** NO  
**JSEB Requirement:** Four Percent (4%) Requirement

**BIDDERS:**

Vendor Name	Amount
FERREIRA CONSTRUCTION CO INC.	N/A
J. D. HINSON COMPANY	N/A

**Background/Recommendations:**

Advertised on 08/10/2022. Eight (8) prime contractors attended the initial mandatory pre-bid meeting held on 08/23/2022. At Bid opening on 10/25/2022, JEA received two (2) Bids and three (3) No Bids. Companies that did not bid listed among their reasons the complexity of working under transmission lines, working during outages, the specified pipe material, as well as their existing workload. Additionally there was a lot of unknowns with the dewatering and pipe bedding materials.

The lowest responsive bid received for the project exceeded the planned project budget. JEA will re-evaluate the design and selected remedy to address the intent of this project and will develop a new scope of work that can achieve the same or similar results, while reducing the project’s complexity.

This request is to rescind with the intent to rebid a new project and scope of work. All pricing will be held confidential for 12 months or, if earlier, such time as JEA provides notice of an intended decision concerning the reissued IFB or until JEA withdraws the reissued IFB.

1410838446- Request approval to rescind this solicitation, and reject all Responses received in anticipation of rebidding a new project and scope of work.

**Director:** Dae, Michael S. - Dir Regulatory Permitting Programs and Compliance

**VP:** Young, Orrin W. - VP Environmental Services

**APPROVALS:**

---

**Chairman, Awards Committee** **Date**

---

**Budget Representative** **Date**



# Formal Bid and Award System

Award #5 December 1, 2022

**Type of Award Request:** BID (IFB)  
**Request #:** 588  
**Requestor Name:** Smith, Brandy L. – Electric Systems Engineer  
**Requestor Phone:** 904-665-7987  
**Project Title:** JEA’s Mayo Substation 138 / 26 kV Phase I Construction Services  
**Project Number:** 8005768  
**Project Location:** JEA  
**Funds:** Capital  
**Business Unit Pre-Bid Estimate** \$5,581,024.00

**Scope of Work:**

The purpose of this solicitation is to select a contractor to provide a Construction Services for JEA’s Mayo substation 138 / 26 kV, Phase I, as described herein (the "Work").

The specification document covers construction, installation, labor, equipment, and material requirements for the installation of the switchyard electrical equipment. This project consists of civil and electrical construction services for installation of Phase 1 of the Mayo 138/26kV Substation.

The substation will be located at 0 W M Davis Pkwy 1, just east of JEA's existing San Pablo Substation and behind the Mayo Clinic campus in Jacksonville, FL.

A 138kV ring bus, standard 138kV/26kV 50 MVA power transformer (T1) with tap changer, and 26kV main and inspection bus will be installed in phase 1 along with provisions for a future 230kV yard connected through a 300MVA autotransformer. In addition, provisions only will be made for future installation of a standard 138kV/26kV 50 MVA power transformer (T2) with tap changer and 26kV main and inspection bus. Project scope also consists of installing a new 26kV feeder breaker at JEA's existing San Pablo Substation.

**JEA IFB/RFP/State/City/GSA#:** 1410870646  
**Purchasing Agent:** Lovgren, Rodney D.  
**Is this a Ratification?:** NO

**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
RELIABLE SUBSTATION SERVICES, INC.	Dave Boisvert	Dboisvert_RSS@hotmail.com	PO Box 520505, Longwood, FL 32752 – 0505	(407) 869-7440	\$9,167,950.00

**Amount for entire term of Contract/PO:** \$9,167,950.00  
**Award Amount for remainder of this FY:** \$9,037,950.00

**Length of Contract/PO Term:** Project Completion  
**Begin Date (mm/dd/yyyy):** 12/15/2022  
**End Date (mm/dd/yyyy):** Project Completion (Expected: 12/30/2023)  
**JSEB Requirement:** 10% Goal  
**Comments on JSEB Requirements:**  
 Landscape Construction / Drew Ammons – 3.9%  
 Breaking Ground / Mary Tapounni – 6.1%

**BIDDERS:**

Name	Amount
RELIABLE SUBSTATION SERVICES, INC.	\$9,167,950.00
C & C POWERLINE INC.	\$9,243,300.00
L.E. MYERS CO, INC.	\$9,836,168.13

**Background/Recommendations:**

Advertised on 09/09/2022. Four (4) prime contractors attended the optional pre-bid meeting held on 10/03/2022. At Bid opening on 11/08/2022, JEA received three (3) Bids. Reliable Substation Services, Inc. is the lowest responsive and responsible Bidder. A copy of the Bid Form (and Schedule of Values is attached as backup.

The award amount of \$9,167,950.00 is approximately 64.3% higher than the Business Unit Pre-Bid Estimate. JEA reviewed the schedule of values and compared the electric & civil works and determined the civil work is where a majority of the estimate variance is found. In the current market, materials, equipment and labor are volatile, causing issues developing consistent estimates. The Budget has been increased to match the award amount. Any excess capital funds will be returned to the capital project holding accounts, after project completion.

1410870646 – Request approval to award a contract to Reliable Substation Services, Inc for construction services for the Mayo Substation Construction Phase I, in the amount of \$9,167,950.00, subject to the availability of lawfully appropriated funds.

**Manager:** Hamilton, Darrell D. - Mgr Transmission & Substation Projects  
**Sr. Director:** Acs, Gabor - Sr Dir Engineering & Projects  
**VP:** Melendez, Melendez, Pedro A. VP Planning Engineering & Construction

**APPROVALS:**

---

**Chairman, Awards Committee** **Date**

---

**Manager, Capital Budget Planning**

**Date**

Appendix B - Bid Forms  
1410870646 – Mayo Substation Construction Specifications

Submit the Response an electronic pdf in accordance with the procedures in the solicitation

Company Name: Reliable Substation Services, Inc

Company's Address: PO Box 520505, Longwood, FL 32752-0505

License Number: ES12000657

Phone Number: 407-869-7440 FAX No: 407-869-7446 Email Address: dboisvert\_rss@hotmail.com

<b><u>BID SECURITY REQUIREMENTS</u></b> <input type="checkbox"/> None required <input checked="" type="checkbox"/> Certified Check or Bond Five Percent (5%)	<b><u>TERM OF CONTRACT</u></b> <input type="checkbox"/> One Time Purchase <input type="checkbox"/> Term - Five (5) Years w/Two (2) – 1Yr Renewals <input checked="" type="checkbox"/> Other, Specify - Project Completion
--	--

<b><u>SAMPLE REQUIREMENTS</u></b> <input checked="" type="checkbox"/> None required <input type="checkbox"/> Samples required prior to Bid Opening <input type="checkbox"/> Samples may be required subsequent to Bid Opening	<b><u>SECTION 255.05, FLORIDA STATUTES CONTRACT BOND</u></b> <input type="checkbox"/> None required <input checked="" type="checkbox"/> Bond required 100% of Bid Award
--	---

<b><u>QUANTITIES</u></b> <input type="checkbox"/> Quantities indicated are exacting <input checked="" type="checkbox"/> Quantities indicated reflect the approximate quantities to be purchased Throughout the Contract period and are subject to fluctuation in accordance with actual requirements.	<b><u>INSURANCE REQUIREMENTS</u></b>  <p align="center"><b>Insurance required</b></p>
---	---

**PAYMENT DISCOUNTS**  
 1% 20, net 30  
 2% 10, net 30  
 Other \_\_\_\_\_  
 X - None Offered

Item No.	ENTER YOUR BID FOR THE FOLLOWING DESCRIBED ARTICLES OR SERVICES:	TOTAL BID PRICE
1	Subtotal for Mayo Substation Construction Services	\$ <u>8,334,500</u>
2	Supplemental Work Authorization (10% of Line 1)	\$ <u>833,450</u>
3	Total Bid Price (Sum of Lines 1-3)	\$ <u>9,167,950</u>

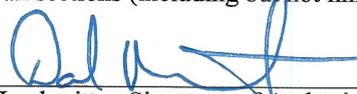
I have read and understood the Sunshine Law/Public Records clauses contained within this solicitation. I understand that in the absence of a redacted copy my proposal will be disclosed to the public "as-is".

**BIDDER CERTIFICATION**

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

We have received addenda

  1   through   4  

  
Handwritten Signature of Authorized Officer of Company or Agent

November 7, 2022  
Date

David Boisvert - President  
Printed Name and Title

**LIST OF SUBCONTRACTORS**

JEA Solicitation Number 1410870646 requires certain major Subcontractors be listed on this form, unless the work will be self-performed by the Company.

The undersigned understands that failure to submit the required Subcontractor information on this form will result in bid rejection, and the Company agrees to employ the Subcontractors specified below: (Use additional sheets as necessary)

Note: This list of Subcontractors shall not be modified subsequent to bid opening, without a showing of good cause and the written consent of JEA.

Type of Work	Corporate Name of Subcontractor	Subcontractor Primary Contact Person & Telephone Number	Subcontractor's License Number (if applicable)	Percentage of Work or Dollar Amount
Site Work	Vallencourt	David Vallencourt		29.2%
	Construction	904-237-2752		
Foundation, Grounding	DB Construction	David Brown		14.0%
Conduit		813-309-6565		
Drilled Shafts	Mammoth Construction	Dusty Hamilton		6.4%
		407-745-6580		
Control House	Breaking Ground	Mary Tapounni		6.1%
		904-388-1350		
Fence	All Rite Fence Company	Ray Glidewell		2.3%
		407-467-3584		
Landscape	Landscape Construction	Drew Ammons		3.9%
Herbicide/Mesh		904-307-6133		
Electrical	Cogburn Electric	Damon Driggers		1.0%
		904-358-7344		

Signed:  \_\_\_\_\_

Company: Reliable Substation Services

Address: Longwood, FL

Date: November 7, 2022

**LIST OF JSEB SUBCONTRACTORS**

The following JSEB Subcontractors will be utilized in fulfilling the terms and conditions of a Project Authorization arising from award of JEA -1410870646. I (We) the undersigned understand that failure to submit said information will result in bid rejection. I (We) will employ the JSEB Subcontractors specified below: (Use additional sheets as necessary)

Class of Work (Category)	Name of JSEB Contractor (Indicate below)	Percentage of Total Job or Dollar Amount
--------------------------	---	---

Landscape/Rock	Landscape Construction/Drew Ammons	3.9%
Herbicide/Fabric	904-307-6133	
Control House	Breaking Ground/Mary Tapounni	6.1%
	904-388-1350	

Signed: 

Company: Reliable Substation Services, Inc

Address: Longwood, FL

Date: November 7, 2022

Note: This list shall not be modified subsequent to bid opening without a showing of good cause and the written consent of the JEA.

# CONSTRUCTION COST OPINION

Project: Mayo 138-26kV Substation  
 CIP Cat: Electrical System Substation  
 File Name: EP21005-3 Mayo 138-26kV Substation



Project Mgr: Brandy Smith

CP No: 788-120

Estimate No: EP21005-3

Rev. No: 3

Date: 10/17/2022

## FINAL DESIGN

## CLASS 2

### DIRECT CONSTRUCTION COSTS

<u>Contractor Cost</u>		<u>Material</u>	<u>Labor</u>	<u>Equipment</u>	<u>Other/Sub-Cont.</u>	<u>TOTAL</u>
Total From Estimate Details		\$229,851	\$302,461	\$0	\$4,635,303	\$5,167,615
Market Conditions	8%	\$18,388	\$24,197	\$0	\$370,824	\$413,409
<b>Subtotal Contractor Cost</b>		<b>\$248,239</b>	<b>\$326,658</b>	<b>\$0</b>	<b>\$5,006,127</b>	<b>\$5,581,024</b>
<b>Total Contractor Costs</b>		<b>\$248,239</b>	<b>\$326,658</b>	<b>\$0</b>	<b>\$5,006,127</b>	<b>\$5,581,024</b>

### Additional Direct Costs

		<u>Material</u>	<u>JEA Labor</u>	<u>Equipment</u>	<u>Other/Sub-Cont.</u>	<u>TOTAL</u>
JEA Supplied Material & Labor		\$4,259,306	\$177,188	\$63,000	\$196,816	\$4,696,310
10% Distran Contingency	10%	\$167,989	\$0	\$0	\$0	\$167,989
JEA Contract Contingency	10%	\$24,824	\$32,666	\$0	\$500,613	\$558,102
<b>Subtotal: Additional Direct Costs</b>		<b>\$4,452,119</b>	<b>\$209,854</b>	<b>\$63,000</b>	<b>\$697,429</b>	<b>\$5,422,402</b>
<b>Total Direct Costs</b>		<b>\$4,700,358</b>	<b>\$536,512</b>	<b>\$63,000</b>	<b>\$5,703,556</b>	<b>\$11,003,426</b>

### JEA Cost & Engineering

		<u>JEA Labor</u>	<u>Sub-Cont.</u>	<u>TOTAL</u>
Project Management		\$100,000	\$0	\$100,000
Engineering		\$50,000	\$698,059	\$748,059
Project Support		\$80,000	\$0	\$80,000
Miscellaneous		\$0	\$46,920	\$46,920
<b>Subtotal: JEA Cost and Engineering</b>		<b>\$230,000</b>	<b>\$744,979</b>	<b>\$974,979</b>

<b>Total Project Costs</b>		<b>\$4,700,358</b>	<b>\$766,512</b>	<b>\$63,000</b>	<b>\$6,448,535</b>	<b>\$11,978,405</b>
----------------------------	--	--------------------	------------------	-----------------	--------------------	---------------------

(1) 138K/26KV Transformers, (5) 138KV Circuit Breakers & (5) 26KV Breakers with (2) Getaways, with provision for 230kV Expansion

CLASS 2 Accuracy Range \$10,780,565 to \$13,176,246

**CONSTRUCTION COST ESTIMATE**

Proj: Mayo 138-26kV Substation  
 CIP: Electrical System Substation  
 File: EP21005-3 Mayo 138-26kV Substation



Project Mgr: Brandy Smith

Estimate No: EP21005-3

Rev. No: 3

Date: 10/17/2022

**Contractor**

DESCRIPTION	QTY	UNIT	MATERIALS		LABOR			EQUIPMENT		CONTRACTOR		TOTAL	RESOURCE
			UNIT	AMOUNT	MH	RATE	AMOUNT	UNIT	AMOUNT	UNIT	AMOUNT		
<b>SITE WORK</b>													
CLEARING, GRADING & POND	7.34	AC								\$45,792.00	\$336,113	\$336,113	Allowance
6' BLACK CHANIN LINK FENCE	2540	LF								\$45.00	\$114,300	\$114,300	Allowance
VINYL COAT ADDER	2540	LF								\$10.15	\$25,781	\$25,781	Allowance
24' SWING GATE	1	EA								\$2,420.00	\$2,420	\$2,420	Allowance
MOTORIZED ENTRANCE GATE	1	EA								\$4,875.00	\$4,875	\$4,875	Allowance
<b>PAVEMENT &amp; YARD COVER</b>													
ENTRANCE ROAD, DRIVE PAYMENT & YARD ROCK	1	LS								\$243,000.00	\$243,000	\$243,000	Allowance
<b>DRAINAGE</b>													
POND DRAINAGE	1	EA								\$48,600.00	\$48,600	\$48,600	Allowance
18' CLASS V RCP INC E-INLETS & ENDWALLS	904	LF								\$132.00	\$119,328	\$119,328	Allowance
15" CLASS 5 RCP inc E-INLETS & ENDWALLS	1262	LF								\$127.00	\$160,274	\$160,274	Allowance
<b>WATER &amp; SEWER</b>													
WATER, SEWER, FIRE	1	LS								\$32,400.00	\$32,400	\$32,400	Allowance
1" WATER MAIN FITTINGS & TAP	475	LF								\$14.80	\$7,030	\$7,030	Allowance
4" SEWER LINE w CLEANOUT & ETC. GRINDER	494	LF								\$42.50	\$20,995	\$20,995	Allowance
<b>LANDSCAPING &amp; IRRIGATION</b>													
SOD, TREES, LANDSCAPING, IRRIGATION	1	LS								\$97,200.00	\$97,200	\$97,200	Allowance
<b>CONCRETE EQUIPMENT FOUNDATIONS</b>													
1. TR1 - 138/26KV TRANSFORMER PAD (1) EA													
22' X 13' X 2' CONCRETE TRANSFORMER PAD	22	CY								\$924.15	\$20,331	\$20,331	Allowance
5. BR1 - 138KV BREAKER PAD (5) EA													
8.5' X 12' X 1.5' 138KV BREAKER PAD 5.7 cy	28.3	CY								\$624.17	\$17,664	\$17,664	Allowance
ANCHOR PLACEMENT	28	EA								\$62.26	\$1,743	\$1,743	Allowance
5. BR2 - 26KV BREAKER PAD (4) EA													
6' X 6' X 1.5' 26KV BREAKER PAD 2 cy	10	CY								\$924.15	\$9,242	\$9,242	Allowance
1. CB1 - 26KV CAP BANK PAD (1) EA													
12' X 8' 6" X 2' CAP BANK PAD 8 cy	8	CY								\$924.15	\$7,393	\$7,393	Allowance
ANCHOR PLACEMENT	16	EA								\$62.26	\$996	\$996	Allowance
40. S1 - DRILLED SHAFT (40) EA													
3' X 10' CONCRETE PIER	400	LF								\$265.00	\$106,000	\$106,000	Allowance
ANCHOR PLACEMENT	160	EA								\$62.26	\$9,962	\$9,962	Allowance
34. S2 - DRILLED SHAFT (34) EA													
3' X 10' CONCRETE PIER	340	CY								\$265.00	\$90,100	\$90,100	Allowance
ANCHOR PLACEMENT	136	EA								\$62.26	\$8,468	\$8,468	Allowance
12. S3- DRILLED SHAFT (12) EA													
4' X 10' CONCRETE PIER	120	LF								\$395.00	\$47,400	\$47,400	Allowance
ANCHOR PLACEMENT	48	EA								\$62.26	\$2,989	\$2,989	Allowance
18. S4 -DRILLED SHAFT (18) EA													
4' X 12' CONCRETE PIER	216	LF								\$395.00	\$85,320	\$85,320	Allowance
ANCHOR PLACEMENT	72	EA								\$62.26	\$4,483	\$4,483	Allowance
6. S5 - EQUIPMENT (6) EA													
7' X 22' CONCRETE PIER	132	LF								\$753.00	\$99,396	\$99,396	Allowance
ANCHOR PLACEMENT	48	EA								\$105.00	\$5,040	\$5,040	Allowance
SECURITY J-BOX PAD (1) EA													
5' X 5' X 9" CONCRETE PAD	0.7	CY								\$505.08	\$354	\$354	Allowance

**CONSTRUCTION COST ESTIMATE**

Proj: Mayo 138-26kV Substation  
 CIP: Electrical System Substation  
 File: EP21005-3 Mayo 138-26kV Substation



Project Mgr: Brandy Smith

Estimate No: EP21005-3

Rev. No: 3

Date: 10/17/2022

**Contractor**

DESCRIPTION	QTY	UNIT	MATERIALS		LABOR			EQUIPMENT		CONTRACTOR		TOTAL	RESOURCE
			UNIT	AMOUNT	MH	RATE	AMOUNT	UNIT	AMOUNT	UNIT	AMOUNT		
<b>CONTROL HOUSE</b>													
HERBICIDE	1	LS								\$1,150.00	\$1,150	\$1,150	Sayers Nocatee
GEOTEXTILE FABRIC - MARAFI 140N	1	LS								\$1,440.00	\$1,440	\$1,440	Sayers Nocatee
TENSAR BX-1100	1	LS								\$1,440.00	\$1,440	\$1,440	Sayers Nocatee
EXCAVATION/FOUNDATION	1	LS								\$134,403.12	\$134,403	\$134,403	Sayers Nocatee
MASONRY	1	LS								\$334,922.77	\$334,923	\$334,923	Sayers Nocatee
ROOFING	1	LS								\$94,621.58	\$94,622	\$94,622	Sayers Nocatee
PLUMBING	1	LS								\$51,403.12	\$51,403	\$51,403	Sayers Nocatee
DOORS/WINDOWS	1	LS								\$78,954.49	\$78,954	\$78,954	Sayers Nocatee
RECEIVING/OFF-LOADING RELAY PANELS	1	LS								\$29,492.00	\$29,492	\$29,492	Sayers Nocatee
SET RELAY PANELS	1	LS								\$20,683.69	\$20,684	\$20,684	Sayers Nocatee
CABLE TRAY & ENTRANCE TRANSITION	1	LS								\$32,280.00	\$32,280	\$32,280	Sayers Nocatee
INTERIOR & EXTERIOR LIGHTING	1	LS								\$41,062.23	\$41,062	\$41,062	Sayers Nocatee
ELECTRICAL PANELS	1	LS								\$58,190.19	\$58,190	\$58,190	Sayers Nocatee
CONDUITS & RACEWAY	1	LS								\$19,001.64	\$19,002	\$19,002	Sayers Nocatee
RECEPTACLES	1	LS								\$7,485.28	\$7,485	\$7,485	Sayers Nocatee
HVAC	1	LS								\$50,620.24	\$50,620	\$50,620	Sayers Nocatee
SECURITY CONDUITS	1	LS								\$10,191.09	\$10,191	\$10,191	Sayers Nocatee
CONTROL HOUSE LIGHTING PROTECTION	1	LS								\$3,700.00	\$3,700	\$3,700	Allowance
CONNECT to SERVICE POWER	1	LS								\$2,621.00	\$2,621	\$2,621	Sayers Nocatee
<b>CONTROL HOUSE ELECTRIC &amp; BOLLARDS</b>													
SCADA, ELECTRIC INSTALL & YARD BOLLARDS	1	LS								\$110,808.00	\$110,808	\$110,808	Allowance
<b>CABLE TRENCH &amp; DISTRIBUTION MANHOLES</b>													
CABLE TRENCH & (2) DISTRIBUTION MANHOLES	1	LF								\$124,804.80	\$124,805	\$124,805	Allowance
<b>GROUND GRID, EQUIPMENT &amp; FENCE GROUNDING</b>													
GROUND GRID, EQUIPMENT & FENCE GROUNDING	1	LS								\$428,533.03	\$428,533	\$428,533	Allowance
<b>YARD EQUIPMENT &amp; TERMINATIONS</b>													
MAJOR EQUIPMENT & BUS TERMINATIONS	1	EA								\$97,362.79	\$97,363	\$97,363	Allowance
<b>JEA SUPPLIED STATION EQUIPMENT</b>													
138KV CIRCUIT BREAKERS	5	EA								\$18,750.00	\$93,750	\$93,750	Allowance
35KV BREAKER / 4 HOLE PAD	4	EA								\$12,250.00	\$49,000	\$49,000	Allowance
35KV BREAKER / 4 HOLE PAD (SAN PABLO SUB)	1	EA								\$12,250.00	\$12,250	\$12,250	Allowance
35KV VBM BREAKER	1	EA								\$15,000.00	\$15,000	\$15,000	Allowance
TRANSFORMER, 75 KVA 26KV - 120/240	1	EA								\$1,250.00	\$1,250	\$1,250	Allowance
TRANSFORMER, 55 KVA 26KV - 120/240	1	EA								\$1,250.00	\$1,250	\$1,250	Allowance
<b>138KV GALVANIZED STEEL STRUCTURES</b>													
138KV "H" FRAME DEADEND STRUCTURE, 3 BAY, 55'-0"	1	EA								\$59,119.50	\$59,120	\$59,120	Allowance
138KV SWITCH STAND, 3 PHASE, 21'-0" HIGH BUS	9	EA								\$4,423.50	\$39,812	\$39,812	Allowance
138KV SWITCH STAND, 3 PHASE, 13'-0" LOW BUS	6	EA								\$3,171.00	\$19,026	\$19,026	Allowance
138KV H-FRAME DEADEND, 1 BAY, 55'-0"	1	EA								\$26,053.50	\$26,054	\$26,054	Allowance
138KV BUS SUPPORT STAND, 3 PHASE, 13'0 BUS	1	EA								\$1,687.50	\$1,688	\$1,688	Allowance
138KV ANGLED BUS SUPPORT STAND, 3 PH 13'-0" BUS	7	EA								\$2,214.00	\$15,498	\$15,498	Allowance
138KV BUS SUPPORT STAND, 3 PHASE, 21'0	1	EA								\$4,678.50	\$4,679	\$4,679	Allowance
138KV POTENTIAL TRANSFORMER STAND 1 PH	15	EA								\$696.00	\$10,440	\$10,440	Allowance
DIRECT EMBEDDED STATIC POLE, 80'-0",	12	EA								\$6,750.00	\$81,000	\$81,000	Allowance

**CONSTRUCTION COST ESTIMATE**

Proj: Mayo 138-26kV Substation  
 CIP: Electrical System Substation  
 File: EP21005-3 Mayo 138-26kV Substation



Project Mgr: Brandy Smith

Estimate No: EP21005-3

Rev. No: 3

Date: 10/17/2022

**Contractor**

DESCRIPTION	QTY	UNIT	MATERIALS		LABOR			EQUIPMENT		CONTRACTOR		TOTAL	RESOURCE
			UNIT	AMOUNT	MH	RATE	AMOUNT	UNIT	AMOUNT	UNIT	AMOUNT		
GROUND PLATFORM, GALVANIZED, 3' x 4'	15	EA								\$67.50	\$1,013	\$1,013	Allowance
<b>25KV GALVANIZED STEEL STRUCTURES</b>													
25KV, "H" FRAME STRUCTURE, SINGLE BAY, 18'-0"	1	EA								\$2,226.00	\$2,226	\$2,226	Allowance
25KV BUS SUPPORT STAND, 18'-0" BUS	1	EA								\$982.50	\$983	\$983	Allowance
25KV BUS SUPPORT STAND, 18'-0" BUS	1	EA								\$1,026.00	\$1,026	\$1,026	Allowance
25KV BUS SUPPORT STAND, 3 PHASE, 18'-0" BUS HT	1	EA								\$1,434.00	\$1,434	\$1,434	Allowance
25KV BUS SUPPORT STAND, 3 PHASE, 15'-0" BUS HT	10	EA								\$939.00	\$9,390	\$9,390	Allowance
25KV BUS SUPPORT STAND, 18'-0" BUS HEIGHT	1	EA								\$1,774.50	\$1,775	\$1,775	Allowance
25KV DISTRIBUTION STRUCTURE, 4 BAYS, 18'-0" BUS	1	EA								\$7,263.00	\$7,263	\$7,263	Allowance
25KV DISTRIBUTION STRUCTURE, 4 BAYS, 18'-0" BUS	1	EA								\$6,238.50	\$6,239	\$6,239	Allowance
25KV TERMINATOR STRUCTURE, 3 PHASE, 18'-0" BUS	2	EA								\$1,596.00	\$3,192	\$3,192	Allowance
25KV TERMINATOR STRUCTURE, 3 PHASE, 18'-0" BUS	1	EA								\$1,690.50	\$1,691	\$1,691	Allowance
25KV BUS SUPPORT STAND, 18'-0" BUS HEIGHT	1	EA								\$982.50	\$983	\$983	Allowance
25KV SWITCH STAND, 3 PHASE, 15'-0" BUS HT	1	EA								\$1,749.00	\$1,749	\$1,749	Allowance
25KV, 3-PHASE FUSED DISCONNECT STAND,	3	EA								\$1,606.50	\$4,820	\$4,820	Allowance
25KV 3 PHASE VBMSTAND	1	EA								\$1,486.50	\$1,487	\$1,487	Allowance
<b>138KV MAJOR EQUIPMENT</b>													
138KV, 2000 AMP, 650KV BIL, 100KA 3 PHASE SWITCH	15	EA								\$3,093.75	\$46,406	\$46,406	Allowance
STATION CLASS SURGE ARRESTER,	6	EA								\$320.63	\$1,924	\$1,924	Allowance
138KV, 650 KV BIL, POTENTIAL TRANSFORMER,	15	EA								\$683.13	\$10,247	\$10,247	Allowance
STATION POST INSULATOR, 138KV, 650KV (SWITCHES)	135	EA								\$156.25	\$21,094	\$21,094	Allowance
138KV, 650KV BIL, STATION POST INSULATOR (BUS)	42	EA								\$156.25	\$6,563	\$6,563	Allowance
DEAD END INSULATORS, POLYMER	12	EA								\$131.25	\$1,575	\$1,575	Allowance
<b>25KV MAJOR EQUIPMENT</b>													
25KV, 1200 AMP, 150KV BIL, 61KA MOM, VEE SWITCH,	30	EA								\$895.00	\$26,850	\$26,850	Allowance
25KV, 1200A SINGLE PHASE HOOKSTICK, 45 DEGREE	3	EA								\$895.00	\$2,685	\$2,685	Allowance
STATION CLASS METAL OXIDE SURGE ARRESTER,	9	EA								\$385.00	\$3,465	\$3,465	Allowance
25KV, 2000 AMP, 150KV BIL, 61KA MOM 3 PH BREAK	1	EA								\$2,415.00	\$2,415	\$2,415	Allowance
26KV POTENTIAL TRANSFORMER,	3	EA								\$495.00	\$1,485	\$1,485	Allowance
FUSED DISCONNECT SWITCHES, 26KV, 150KV BIL	7	EA								\$287.00	\$2,009	\$2,009	Allowance
POWER FUSE UNITS SMU-40	1	EA								\$184.00	\$184	\$184	Allowance
POWER FUSE UNITS SMU-40	1	EA								\$184.00	\$184	\$184	Allowance
POWER FUSE UNITS SMU-40	4	EA								\$184.00	\$736	\$736	Allowance
POWER FUSE, RIGHT ANGLE for VBM	3	EA								\$184.00	\$552	\$552	Allowance
POWER FUSE for VBM FUSE -2 SPARE	5	EA								\$118.00	\$590	\$590	Allowance
5.4MVAR EXTERNALLY FUSED, SHUNT CAP BANK,	1	EA								\$28,500.00	\$28,500	\$28,500	Allowance
CAPACITOR SWITCH, 25KV, 600A, 150KV BIL	1	EA								\$3,500.00	\$3,500	\$3,500	Allowance
<b>138KV BUS MATERIALS INC WELDING</b>													
4" IPS ALUMINUM TUBING, 6063-T6, SCH. 40,	3150	LF								\$6.56	\$20,658	\$20,658	Allowance
3" IPS ALUMINUM TUBING, 6063-T6, SCH. 40	720	LF								\$4.70	\$3,383	\$3,383	Allowance
795 MCM ACSR, 26/7 STRAND,	2700	LF								\$1.64	\$4,432	\$4,432	Allowance
954 MCM AAC, 37 STRAND,	2200	LF								\$1.56	\$3,431	\$3,431	Allowance
BOLTED BUS SUPPORT, 954 AAC TO 7"	6	EA								\$31.54	\$189	\$189	Allowance
BUS SUPPORT CLAMP, 4" IPS ALUM TUBING TO 7" B.C.,	30	EA								\$33.32	\$1,000	\$1,000	Allowance
COUPLER, 4" IPS ALUM TUBING TO 4" IPS ALUM	34	EA								\$29.02	\$987	\$987	Allowance
TERMINAL, 4" IPS ALUMINUM TUBING to 4 HOLE, 4"	54	EA								\$60.38	\$3,260	\$3,260	Allowance
DEADEND COMPRESSION ASSEMBLY, 954 AAC,	18	EA								\$77.96	\$1,403	\$1,403	Allowance
Y-CLEVIS SOCKET	18	EA								\$32.36	\$582	\$582	Allowance
TERMINAL, 4" IPS ALUM TUBING to 4 HOLE PAD, 4" PAD,	20	EA								\$21.25	\$425	\$425	Allowance

**CONSTRUCTION COST ESTIMATE**

Proj: Mayo 138-26kV Substation  
 CIP: Electrical System Substation  
 File: EP21005-3 Mayo 138-26kV Substation



Project Mgr: Brandy Smith

Estimate No: EP21005-3

Rev. No: 3

Date: 10/17/2022

**Contractor**

DESCRIPTION	QTY	UNIT	MATERIALS		LABOR			EQUIPMENT		CONTRACTOR		TOTAL	RESOURCE
			UNIT	AMOUNT	MH	RATE	AMOUNT	UNIT	AMOUNT	UNIT	AMOUNT		
VEE CONNECTOR, 4" IPS ALUM TUBING to 3" IPS ALUM	24	EA								\$28.66	\$688	\$688	Allowance
ANGLE TEE, 4" IPS ALUM TO 3" IPS ALUM 15 DEGREE,	48	EA								\$18.35	\$881	\$881	Allowance
TEE CONNECTOR WELDED, ALUMINUM, 3" SPS	48	EA								\$15.03	\$721	\$721	Allowance
TEE CONNECTOR, 4" IPS ALUMINUM to 4 HOLE PAD,	30	EA								\$17.83	\$535	\$535	Allowance
BUS SUPPORT CLAMP 4" IPS ALUM to 7"	12	EA								\$118.62	\$1,423	\$1,423	Allowance
TEE CONNECTOR WELDED ALUMINUM 3"-6" to 4 HOLE	12	EA								\$4.84	\$58	\$58	Allowance
DEAD END STRAIN CLAMP,	20	EA								\$39.94	\$799	\$799	Allowance
Y CLEVIS BALL, 30,000#	20	EA								\$5.72	\$114	\$114	Allowance
TEE CONNECTOR, 795 MCM AAC to 3" 4 HOLE PAD,	6	EA								\$16.30	\$98	\$98	Allowance
TERMINAL, (2) 954 MCM AAC, 37 STRAND,	48	EA								\$18.91	\$908	\$908	Allowance
PARALLEL CABLE SPACER, BOLTED, (2) 954 MCM AAC,	64	EA								\$11.35	\$727	\$727	Allowance
TERMINAL, 954 AAC to 4 HOLE PAD, WELDED, 4" PAD	52	EA								\$9.31	\$484	\$484	Allowance
TERMINAL, WELDED ALUM, 954-1000, 4" 4 HOLE PAD,	12	EA								\$11.87	\$142	\$142	Allowance
TERMINAL WELDED ALUMINUM, 900-954 to 4-HOLE PAD	24	EA								\$6.69	\$160	\$160	Allowance
END BELLS, 4" IPS, WELDED	34	EA								\$4.81	\$164	\$164	Allowance
GROUND CLAMP, 2 PIECE 1 CONDUCTOR,7#5	532	EA								\$3.41	\$1,812	\$1,812	Allowance
GROUND CLAMP, 2 PIECE, 2 CONDUCTOR, 7#5	194	EA								\$4.68	\$908	\$908	Allowance
TERMINAL, 7#5 COPPERWELD to 2 HOLE PAD HIGH	22	EA								\$16.29	\$358	\$358	Allowance
7 # 5 COPPER WELD CABLE	1300	LF								\$1.44	\$1,867	\$1,867	Allowance
3#6 ALUMOWELD	1075	LF								\$0.21	\$221	\$221	Allowance
GROUND CLAMP, 1 1/2" PIPE to 7#5 COPPERWELD,	62	EA								\$10.25	\$636	\$636	Allowance
<b>25KV BUS MATERIALS</b>													
954 MCM AAC, 37 STRAND,	600	LF								\$1.56	\$936	\$936	Allowance
CABLE SPACER FOR (2) 954 MCM	54	EA								\$11.35	\$613	\$613	Allowance
TERMINAL, 4/0 AAC TO 4 HOLE PAD, WELDED	28	EA								\$7.06	\$198	\$198	Allowance
TERMINAL, 954 AAC TO 2 HOLE PAD, WELDED	9	EA								\$7.70	\$69	\$69	Allowance
TERMINAL WELDED ALUMINUM, 900-954 to 4 HOLE PAD	9	EA								\$6.69	\$60	\$60	Allowance
TERMINAL, (2) 954 MCM to 4 HOLE 3" WIDE PAD,	36	EA								\$19.65	\$708	\$708	Allowance
TERMINAL, (2) 954 MCM to 4 HOLE PAD, WELDED, 90	42	EA								\$12.25	\$515	\$515	Allowance
TERMINAL, WELDED ALUM, (2) 954 MCM, 4" 4 HOLE	9	EA								\$16.60	\$149	\$149	Allowance
RIGID BUS PIPE, ALUMINUM, 2" DIA. NPS, SCH 40,	1200	LF								\$2.28	\$2,733	\$2,733	Allowance
556.5 MCM AAC, 37 MCM AAC,	1200	LF								\$1.03	\$1,231	\$1,231	Allowance
4/0 AAC, 7 STRAND,	115	LF								\$0.34	\$39	\$39	Allowance
STATION POST INSULATOR, 34.5KV, 200KV BIL,	80	EA								\$27.50	\$2,200	\$2,200	Allowance
BUS SUPPORT CLAMP, 2" IPS ALUM to 3" B.C. WELDED	77	EA								\$15.00	\$1,155	\$1,155	Allowance
TERMINAL, 2" IPS ALUM to 4 HOLE PAD, WELDED, 90	30	EA								\$19.52	\$586	\$586	Allowance
TERMINAL BOLTED, AL. 2" SPS AL. TUBE, 4 HOLE 3"	3	EA								\$71.59	\$215	\$215	Allowance
TERMINAL, SEMI-FLEX EXPANSION, 2" SPS to 4" 4 HOLE	3	EA								\$86.73	\$260	\$260	Allowance
END BELL, 2" IPS ALUM TUBING,	18	EA								\$5.05	\$91	\$91	Allowance
TEE CONNECTOR, 2" IPS ALUM to 2" IPS ALUM ,	33	EA								\$7.21	\$238	\$238	Allowance
TEE CONNECTOR, 954 MCM AAC TO 4/0	9	EA								\$19.27	\$173	\$173	Allowance
TERMINAL, 2" IPS ALUM TUBING to 4 HOLE PAD,	9	EA								\$14.32	\$129	\$129	Allowance
TEE CONNECTOR, 2" IPS ALUM to 4 HOLE PAD,	5	EA								\$3.54	\$18	\$18	Allowance
TEE CONNECTOR, WELDED ALUM, 1" SPS 4 HOLE PAD	12	EA								\$8.23	\$99	\$99	Allowance
TERMINAL, 4/0 AAC to 2 HOLE PAD, WELDED	18	EA								\$4.21	\$76	\$76	Allowance
TERMINAL, WELDED ALUM, 4/0 MCM to 2 HOLE PAD,	17	EA								\$5.94	\$101	\$101	Allowance
TERMINAL, WELDED ALUM, 4/0 AAC, 3" 4 HOLE PAD,	3	EA								\$8.80	\$26	\$26	Allowance
COUPLER, 2" IPS ALUM to 2" IPS ALUM, WELDED 90	18	EA								\$8.07	\$145	\$145	Allowance
TERMINAL, WELDED ALUM, 2" SPS ALUM, 4" 4 HOLE	15	EA								\$15.36	\$230	\$230	Allowance
CABLE SPACER, (2) 954 MCM to 3" 4HOLE PAD	3	EA								\$16.12	\$48	\$48	Allowance
COUPLER WELDED ALUM, 2" SCH 40, 2" SCH 40	6	EA								\$5.54	\$33	\$33	Allowance
ALUMINUM FLAT BAR, 1/2" X 4" X 14 3/4"	3	EA								\$102.60	\$308	\$308	Allowance
ALUMINUM GROUNDING STUD FOR 2" IPS ALUM	11	EA								\$6.47	\$71	\$71	Allowance

**CONSTRUCTION COST ESTIMATE**

Proj: Mayo 138-26kV Substation  
 CIP: Electrical System Substation  
 File: EP21005-3 Mayo 138-26kV Substation



Project Mgr: Brandy Smith

Estimate No: EP21005-3

Rev. No: 3

Date: 10/17/2022

**Contractor**

DESCRIPTION	QTY	UNIT	MATERIALS		LABOR			EQUIPMENT		CONTRACTOR		TOTAL	RESOURCE
			UNIT	AMOUNT	MH	RATE	AMOUNT	UNIT	AMOUNT	UNIT	AMOUNT		
<b>ABOVE GRADE GROUNDING and STATIC</b>													
GROUND CLAMP, 2 PIECE, 1 CONDUCTOR,	150	EA								\$5.48	\$822	\$822	Allowance
GROUND CLAMP, 2 PIECE, 2 CONDUCTOR,	150	EA								\$6.99	\$1,049	\$1,049	Allowance
TERMINAL, 7#5 COPPERWELD TO 2 HOLE PAD,	16	EA								\$21.44	\$343	\$343	Allowance
7 # 5 COPPER WELD CABLE	750	LF								\$1.89	\$1,418	\$1,418	Allowance
BRONZE TAP LUG TERMINAL, CABLE to FLAT,	4	EA								\$13.50	\$54	\$54	Allowance
<b>ADDITIONAL ITEMS from DISTRAN</b>													
S&C ELECTRIC BANKGARD RELAY,	1	EA								\$2,850.00	\$2,850	\$2,850	Allowance
3/8" X 1" A307 HB	15	EA								\$0.41	\$6	\$6	Allowance
TERMINAL, WELDED ALUM, #2(7) MCM, 2 HOLE PAD	8	EA								\$18.25	\$146	\$146	Allowance
2 AAC 7/W "IRIS"	40	LF								\$0.16	\$7	\$7	Allowance
BUS SUPPORT, WELDED ALUM, 2" SCH 40	12	EA								\$38.85	\$466	\$466	Allowance
230kVANCHOR BOLTS AND TEMPLATES	1	LS								\$1,026.00	\$1,026	\$1,026	Allowance
ANCHOR BOLT TEMPLATES FOR CAGES S10 and S11	1	EA								\$205.20	\$205	\$205	Allowance
PLATES AND HARWARE PER DRAWING	8	EA								\$137.48	\$1,100	\$1,100	Allowance
END BELL FOR EXPANSION BUS SUPPORT	24	EA								\$4.12	\$99	\$99	Allowance
2" WELDED END BELL	30	EA								\$6.14	\$184	\$184	Allowance
<b>CONDUIT &amp; POWER CABLING</b>													
3/4" EMT CONDUIT, ELBOWS, FITTINGS	25	LF	\$2.20	\$55	.040	\$74.25	\$74					\$129	Allowance
3/4" PVC CONDUIT, ELBOWS, FITTINGS	80	LF	\$0.85	\$68	.018	\$74.25	\$107					\$175	Allowance
1" EMT CONDUIT, ELBOWS, FITTINGS	55	LF	\$3.50	\$193	.070	\$74.25	\$286					\$478	Allowance
1" IMC CONDUIT, ELBOWS, FITTINGS	15	LF	\$3.75	\$56	.100	\$74.25	\$111					\$168	Allowance
1" LFMC CONDUIT, ELBOWS, FITTINGS	174	LF	\$2.25	\$392	.350	\$74.25	\$4,522					\$4,913	Allowance
1" PVC CONDUIT, ELBOWS, FITTINGS	695	LF	\$1.04	\$723	.025	\$74.25	\$1,290					\$2,013	Allowance
1" PVC/LFMC CONDUIT, ELBOWS, FITTINGS	50	LF	\$1.85	\$93	.045	\$74.25	\$167					\$260	Allowance
1-1/2" IMC CONDUIT, ELBOWS, FITTINGS	20	LF	\$6.50	\$130	.090	\$74.25	\$134					\$264	Allowance
1-1/2" PVC CONDUIT, ELBOWS, FITTINGS	800	LF	\$2.50	\$2,000	.035	\$74.25	\$2,079					\$4,079	Allowance
1-1/2" PVC/LFMC CONDUIT, ELBOWS, FITTINGS	250	LF	\$3.35	\$838	.060	\$74.25	\$1,114					\$1,951	Allowance
2" AL CONDUIT, ELBOWS, FITTINGS	100	LF	\$8.50	\$850	.150	\$74.25	\$1,114					\$1,964	Allowance
2" EMT CONDUIT, ELBOWS, FITTINGS	270	LF	\$4.25	\$1,148	.150	\$74.25	\$3,007					\$4,155	Allowance
2" IMC CONDUIT, ELBOWS, FITTINGS	80	LF	\$4.85	\$388	.150	\$74.25	\$891					\$1,279	Allowance
2" PVC CONDUIT, ELBOWS, FITTINGS	14860	LF	\$3.75	\$55,725	.045	\$74.25	\$49,651					\$105,376	Allowance
3" PVC CONDUIT, ELBOWS, FITTINGS	980	LF	\$8.65	\$8,477	.055	\$74.25	\$4,002					\$12,479	Allowance
4" PVC CONDUIT, ELBOWS, FITTINGS	240	LF	\$11.60	\$2,784	.070	\$74.25	\$1,247					\$4,031	Allowance
4" SW CONDUIT, ELBOWS, FITTINGS	130	LF	\$4.15	\$540	.200	\$74.25	\$1,931					\$2,470	Allowance
6" PVC CONDUIT, ELBOWS, FITTINGS	3320	LF	\$11.40	\$37,848	.070	\$74.25	\$17,256					\$55,104	Allowance
# 2 THHN INSULATED COPPER CONDUCTOR	20	LF	\$2.59	\$52	.013	\$74.25	\$19					\$71	Allowance
#6 THHN INSULATED COPPER CONDUCTOR	360	LF	\$1.06	\$382	.090	\$74.25	\$2,406					\$2,787	Allowance
#10 THHN INSULATED COPPER CONDUCTOR	17360	LF	\$0.39	\$6,770	.006	\$74.25	\$7,734					\$14,504	Allowance
4/0 DC COPPER STRANDED	260	LF	\$7.20	\$1,872	.270	\$74.25	\$5,212					\$7,084	Allowance
#6 THWN INSULATED COPPER	34335	LF	\$1.06	\$36,395	.009	\$74.25	\$22,944					\$59,339	Allowance
#8 THWN INSULATED COPPER	7230	LF	\$0.71	\$5,133	.008	\$74.25	\$4,026					\$9,160	Allowance
#10 THWN INSULATED COPPER	24945	LF	\$0.39	\$9,729	.006	\$74.25	\$11,113					\$20,842	Allowance
4/0 THWN INSULATED COPPER	1100	LF	\$5.81	\$6,391	.170	\$74.25	\$13,885					\$20,276	Allowance
300 THWN INSULATED COPPER	1275	LF	\$7.65	\$9,754	.220	\$74.25	\$20,827					\$30,581	Allowance
500 THWN INSULATED COPPER	1575	LF	\$15.89	\$25,027	.280	\$74.25	\$32,744					\$57,771	Allowance
10/2 CONTROL CABLE	2480	LF			.015	\$74.25	\$2,762					\$2,762	Allowance
10/4 CONTROL CABLE	1680	LF			.018	\$74.25	\$2,245					\$2,245	Allowance

**CONSTRUCTION COST ESTIMATE**

Proj: Mayo 138-26kV Substation  
 CIP: Electrical System Substation  
 File: EP21005-3 Mayo 138-26kV Substation



Project Mgr: Brandy Smith

Estimate No: EP21005-3

Rev. No: 3

Date: 10/17/2022

**Contractor**

	DESCRIPTION	QTY	UNIT	MATERIALS		LABOR			EQUIPMENT		CONTRACTOR		TOTAL	RESOURCE
				UNIT	AMOUNT	MH	RATE	AMOUNT	UNIT	AMOUNT	UNIT	AMOUNT		
	10/8 CONTROL CABLE	520	LF			.020	\$74.25	\$772					\$772	Allowance
	10/4 CONTROL CABLE SHIELDED	13145	LF			.018	\$74.25	\$17,568					\$17,568	Allowance
	10/8 CONTROL CABLE SHIELDED	2250	LF			.020	\$74.25	\$3,341					\$3,341	Allowance
	10/21 CONTROL CABLE SHIELDED	5950	LF			.028	\$74.25	\$12,370					\$12,370	Allowance
	350 to 500mcm POWER TERMINATIONS & CABLE ID	80	EA	\$24.09	\$1,927	1.400	\$74.25	\$8,316					\$10,243	Allowance
	2/0 to 4/0 POWER TERMINATIONS & CABLE ID	20	EA	\$8.88	\$178	.760	\$74.25	\$1,129					\$1,306	Allowance
	#6 to #2 POWER TERMINATIONS & CABLE ID	296	EA	\$1.93	\$571	.180	\$74.25	\$3,956					\$4,527	Allowance
	#14 to #10 POWER TERMINATIONS & CABLE ID	540	EA	\$1.24	\$670	.150	\$74.25	\$6,014					\$6,684	Allowance
	#10 CONTROL TERMINATIONS & CABLE ID	2652	EA	\$0.66	\$1,750	.100	\$74.25	\$19,691					\$21,441	Allowance
<b>FIBER OPTIC CABLE</b>														
	MANHOLE, 30"W X 60"L X 30"H, REINFORCED PLASTIC	4	EA								\$550.00	\$2,200	\$2,200	Allowance
	MISCELLANEOUS FO AND SPLICES	1	LS								\$2,500.00	\$2,500	\$2,500	Allowance
<b>SUBSTATION COMMUNICATION &amp; SECURITY</b>														
	SUPPORT STRUCTURE & MOUNTING BOXES	1	LS								\$15,000.00	\$15,000	\$15,000	Allowance
<b>EXTERIOR PERIMETER LIGHTING</b>														
	POLE, CONCRETE, 30' TYPE 1, W/CONDUIT, UG	13	EA								\$450.00	\$5,850	\$5,850	Allowance
	LUMINAIRE, 40W LED, POST-TOP, 120 VAC, PE	60	EA								\$175.00	\$10,500	\$10,500	Allowance
	PHOTOCONTROL, LONG LIFE FOR LED FIXTURE, 128	60	EA								\$12.00	\$720	\$720	Allowance
	BRACKET, STREET LIGHT, TAPERED ALUMINUM, 8'	13	EA								\$68.74	\$894	\$894	Allowance
	RECEPTACLE, ANGLE TYPE CIRCUIT BREAKING, TYPE	5	EA								\$315.00	\$1,575	\$1,575	Allowance
	RECEPTACLE, ANGLE TYPE CIRCUIT BREAKING, TYPE	7	EA								\$315.00	\$2,205	\$2,205	Allowance
	1PH 120V DUPLEX RECEPTACLES	7	EA								\$64.00	\$448	\$448	Allowance
<b>MISCELLANEOUS</b>														
	MOB/DEMOB	1	LS								\$81,000.00	\$81,000	\$81,000	Allowance
	TESTING	1	LS								\$27,000.00	\$27,000	\$27,000	Allowance
	AS-BUILT	1	LS								\$12,960.00	\$12,960	\$12,960	Allowance
	BOND/INSURANCE	1	LS								\$74,626.67	\$74,627	\$74,627	Allowance
A	<b>SUBTOTAL</b>				\$218,905			\$288,058				\$4,414,574	\$4,921,538	
B	<b>Build Allowance</b>		5.0%		\$10,945			\$14,403				\$220,729	\$246,077	
C														
D	<b>TOTAL ESTIMATED CONSTRUCTION COST</b>				<b>\$229,851</b>			<b>\$302,461</b>				<b>\$4,635,303</b>	<b>\$5,167,615</b>	

SAMPLE SCHEDULE OF VALUES  
MAYO 138/26KV SUBSTATION

Item	Description	Schedule		Total	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Totals	Delta
		Labor	Material													
<b>1</b>	<b>Mobilization / Administration</b>															
1.1	Project Administration	150,000	0	150,000		20,000	20,000	20,000	20,000	20,000	20,000	20,000	5,000	5,000	150,000	0
1.2	Performance and Payment Bond	75,000	0	75,000	75,000										75,000	0
1.3	Mobilization / Field Trailer Setup	35,000	0	35,000	35,000										35,000	0
1.4	Temporary Services (e.g. Electrical)	5,000	0	5,000		5,000									5,000	0
1.5	Survey / Establish Baselines	13,000	2,000	15,000	15,000										15,000	0
1.6	As-Builts	3,500	0	3,500										3,500	3,500	0
															0	0
<b>2</b>	<b>Civil Site Work</b>															
2.1	Soil Erosion Control	30,000	13,000	43,000	43,000										43,000	0
2.1.1	Site DeWatering	180,000	0	180,000	50,000	50,000	50,000	30,000							180,000	0
2.2	Site Clearing & Grubbing	200,000	0	200,000	100,000	100,000									200,000	0
2.2.1	Remove Sidewalk in ROW	2,000	0	2,000		2,000									2,000	0
2.3	Grading & Site Development															
2.3.1	Excavation	499,000	0	499,000	400,000	99,000									499,000	0
2.3.2	Fill & Grading	446,000	221,000	667,000		367,000	100,000	200,000							667,000	0
2.3.3	Yard Stabilization / Compaction / Geotextiles	236,000	138,000	374,000			100,000			160,000	114,000				374,000	0
2.3.4	Sidewalk, Material, Grading, Finish	3,000	3,000	6,000								6,000			6,000	0
2.3.5	Ditch, Paving (30 LF), Material, Grading, Finish	6,000	1,000	7,000								7,000			7,000	0
2.4	Herbicide	1,000	6,000	7,000									7,000		7,000	0
2.5	Foundations															
2.5.1	138kV Bus & Equipment Drilled Shafts	121,000	234,000	355,000			255,000	100,000							355,000	0
2.5.2	138kV H-Frame Drilled Shafts	45,000	98,000	143,000			143,000								143,000	0
2.5.3	138kV Breaker Mats	37,000	25,000	62,000				32,000	30,000						62,000	0
2.5.4	138/26kV Transformer	44,000	30,000	74,000			37,000	37,000							74,000	0
2.5.5	26kV Bus & Equipment Drilled Shafts	49,000	89,000	138,000				68,000	50,000	20,000					138,000	0
2.5.6	26kV Breaker Mats	28,000	19,000	47,000					47,000						47,000	0
2.5.7	26kV Cap Bank Mat	9,000	6,000	15,000						15,000					15,000	0
2.6	Miscellaneous (specify)	0	0	0											0	0
2.7	Drainage Structures	115,000	133,000	248,000		148,000	100,000								248,000	0
2.7.1	Storm Pipe	267,000	168,000	435,000		150,000	150,000	135,000							435,000	0
2.8	Bollards	11,000	8,000	19,000										19,000	19,000	0
2.9	Testing															
2.9.1	Soils	2,500	0	2,500	1,000	1,000	500								2,500	0
2.9.2	Concrete	23,000	0	23,000			10,000	10,000	3,000						23,000	0
2.10	Rocking	118,000	275,000	393,000							193,000	100,000	100,000		393,000	0
2.11	Roadway / Asphalt Paving														0	0
2.11.1	Base Material, Trucking, Placement	132,000	164,000	296,000								156,000	140,000		296,000	0
2.11.2	Asphalt Material, Trucking, Placement, Striping, Signage	85,000	129,000	214,000									114,000	100,000	214,000	0
2.12	Fencing & Gates														0	0
2.12.1	Substation Perimeter Fence and Gates	30,000	95,000	125,000					125,000						125,000	0
2.12.2	Retention Pond Vinyl Fence and Gates	32,000	65,000	97,000				97,000							97,000	0
2.13	Sewer Connection														0	0
2.13.1	Service Line, Force Main, Wet Tap	16,000	14,000	30,000				30,000							30,000	0
2.13.2	Lift Station, Pumpout Box	30,000	30,000	60,000				60,000							60,000	0
2.14	Water Supply Connection														0	0
2.14.1	Irrigation Assembly Stubout	1,000	2,000	3,000				3,000							3,000	0
2.14.2	1" Water Service, 6" Water Main	8,000	4,000	12,000				12,000							12,000	0
2.14.3	2" BFP Assembly, Hot Box, Wet Tap Assembly	12,000	7,000	19,000				19,000							19,000	0
2.14.4	Fire Hydrant Assembly Line	8,000	6,000	14,000				14,000							14,000	0
2.15	Landscaping															
2.15.1	Irrigation	7,000	11,000	18,000								18,000			18,000	0
2.15.2	Trees	13,000	30,000	43,000									43,000		43,000	0
2.15.3	Sod	19,000	75,000	94,000			30,000						64,000		94,000	0
															0	0

Item	Description	Schedule		Total	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Totals	Delta
		Labor	Material													
<b>3</b>	<b>Control Building Architecture</b>															
3.1	Excavation / Foundation	84,000	28,000	112,000			112,000								112,000	0
3.2	Masonry	46,000	66,000	112,000				112,000							112,000	0
3.3	Floor Slab	27,000	40,000	67,000				67,000							67,000	0
3.4	Roofing	41,000	50,000	91,000					91,000						91,000	0
3.5	Plumbing	12,000	17,000	29,000				15,000	14,000						29,000	0
3.6	Doors / Windows	28,000	36,000	64,000					32,000	32,000					64,000	0
3.7	Painting	33,000	49,000	82,000						82,000					82,000	0
															0	0
<b>4</b>	<b>Control Building Appurtenances</b>															
4.1	Receiving / Off-Loading Control Panels	3,500	0	3,500							3,500				3,500	0
4.2	Set Control Panels	7,500	0	7,500							7,500				7,500	0
4.3	Cable Tray & Entrance Transition	15,000	50,000	65,000			50,000				15,000				65,000	0
4.4	Interior & Exterior Lighting	25,000	7,500	32,500						32,500					32,500	0
4.5	Electrical Panels	2,000	25,000	27,000				25,000			2,000				27,000	0
4.6	Battery Banks & Chargers	3,500	0	3,500							3,500				3,500	0
4.7	Conduits & Raceway	15,000	2,000	17,000				6,000	6,000	5,000					17,000	0
4.8	Receptacles	10,000	5,000	15,000				15,000							15,000	0
4.9	HVAC	27,000	40,000	67,000					67,000						67,000	0
4.10	Security Conduits	3,500	1,000	4,500				4,500							4,500	0
															0	0
<b>5</b>	<b>Power Transformer</b>															
5.1	Installation Coordination	3,000	0	3,000					3,000						3,000	0
5.2	Miscellaneous	0	0	0											0	0
															0	0
<b>6</b>	<b>Raceway</b>															
6.1	Cable Trench System	107,000	77,000	184,000					184,000						184,000	0
6.2	Conduit															
6.2.1	1 In. Conduit	7,000	2,000	9,000						9,000					9,000	0
6.2.2	1.5 In. Conduit	14,000	4,000	18,000						18,000					18,000	0
6.2.3	2 In. Conduit	191,000	55,000	246,000						136,000	110,000				246,000	0
6.2.4	3 In. Conduit	16,000	8,000	24,000						24,000					24,000	0
6.2.5	4 In. Conduit	7,000	5,000	12,000						12,000					12,000	0
															0	0
<b>8</b>	<b>General Above Grade</b>															
8.1	Receiving / Off-Loading Substation Package	7,500	0	7,500					7,500						7,500	0
8.2	Transportation of Misc. Material	5,000	0	5,000					5,000						5,000	0
															0	0
<b>9</b>	<b>Structure Erection</b>															
9.1	138kV Yard Structure Erection	125,000	0	125,000					125,000						125,000	0
9.2	26kV Yard Structure Erection	75,000	0	75,000							75,000				75,000	0
															0	0
<b>10</b>	<b>Equipment Installation</b>															
10.1	138kV Equipment Installation															
10.1	138kV Insulators, Buswork, Connectors	90,000	0	90,000						90,000					90,000	0
10.1	138kV PT's, LA's	10,000	0	10,000						10,000					10,000	0
10.1	138kV Switches	84,000	0	84,000						84,000					84,000	0
10.1	138kV Breakers	10,000	0	10,000							10,000				10,000	0
10.1	138kV Cable Jumpers	30,000	0	30,000							30,000				30,000	0
10.2	26kV Equipment Installation															
10.2	26kV Insulators, Buswork, Connectors	75,000	0	75,000							75,000				75,000	0
10.2	26kV PT's, LA's	7,500	0	7,500								7,500			7,500	0
10.2	26kV Switches	15,000	0	15,000								15,000			15,000	0
10.2	26kV Breakers	6,000	0	6,000								6,000			6,000	0
10.2	26kV Station Services	7,500	0	7,500								7,500			7,500	0
10.2	26kV Cap Bank	15,000	0	15,000								15,000			15,000	0
10.2	26kV Cable Jumpers	25,000	0	25,000								25,000			25,000	0

Item	Description	Schedule		Total	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Totals	Delta
		Labor	Material													
10.3	Miscellaneous Yard Equipment															
10.3	Yard Panels	4,000	9,000	13,000							13,000				13,000	0
10.3	Yard Receptacles	1,000	500	1,500							1,500				1,500	0
10.3	Junction Boxes	5,000	20,000	25,000			20,000				5,000				25,000	0
10.4	Yard Lighting															
10.4	H-Frame Lights	3,500	6,000	9,500									9,500		9,500	0
10.4	Probe Pole Lights	3,500	19,000	22,500				19,000	3,500						22,500	0
10.4	Entrance Lights	500	3,000	3,500									3,500		3,500	0
10.4	Cabling	1,500	1,000	2,500									2,500		2,500	0
10.5	Probe Pole Installation	149,000	33,500	182,500			182,500								182,500	0
															0	0
<b>11</b>	<b>Power and Control Cable</b>															
11.1	Cable Install															
11.1	21#10 Type BS	12,000	0	12,000								12,000			12,000	0
11.1	8#10 Type BS	7,000	0	7,000								7,000			7,000	0
11.1	4#10 Type BS	34,000	0	34,000								34,000			34,000	0
11.1	500/300 Type C	9,000	40,000	49,000			40,000					9,000			49,000	0
11.1	4/0 Type C	1,000	2,000	3,000			2,000					1,000			3,000	0
11.1	#2 Type C/A	100	500	600			500					100			600	0
11.1	#6 Type C/A	22,900	45,000	67,900			45,000					22,900			67,900	0
11.1	#8 Type C	7,000	9,000	16,000			9,000					7,000			16,000	0
11.1	#10 Type C/A	25,000	12,000	37,000			12,000					25,000			37,000	0
11.1	Ethernet/Coax/Serial/Fiber, misc.	500	0	500								500			500	0
11.2	Cable Terminations															
11.2	Terminate AC Cabling	7,500	250	7,750									7,750		7,750	0
11.2	Terminate DC Cabling	3,000	250	3,250									3,250		3,250	0
11.2	Terminate Control Cabling & misc.	3,500	250	3,750									3,750		3,750	0
															0	0
<b>12</b>	<b>Grounding</b>															
12.1	19#8 Copperweld Main Grid	110,000	125,000	235,000			135,000	100,000							235,000	0
12.2	7#5 Copperweld Taps & Transformer Neutral Bushing	16,000	35,000	51,000				51,000							51,000	0
12.3	Cadweld Connections	21,000	25,000	46,000				23,000	23,000						46,000	0
12.4	Ground Rods	23,000	25,000	48,000			24,000	24,000							48,000	0
12.5	Fence Grounding	7,500	12,000	19,500			12,000				7,500				19,500	0
12.6	Cable Trench Grounding	4,000	3,000	7,000			3,000			4,000					7,000	0
12.7	Distribution Manhole Grounding	2,500	2,000	4,500			4,500								4,500	0
12.8	Control Building Grounding	2,500	3,000	5,500								5,500			5,500	0
															0	0

Item	Description	Schedule		Total	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Totals	Delta
		Labor	Material													
<b>13</b>	<b>Fiber Optic Ductbank</b>															
13.1	Fiber Optic Conduit & Handholes	27,000	3,000	30,000								30,000			30,000	0
															0	0
<b>14</b>	<b>Distribution Ductbank</b>															
14.1	Manhole(s)	35,000	11,000	46,000			46,000								46,000	0
14.2	6" Conduit Ductbank	89,000	80,000	169,000			80,000	89,000							169,000	0
															0	0
<b>15</b>	<b>Facility Security Systems</b>															
15.1	Security Panels	500	0	500									500		500	0
15.2	Gate Operator / Card Readers / Sensors	500	0	500									500		500	0
15.3	Conduit & Handholes	15,000	1,000	16,000								16,000	0		16,000	0
15.4	Wiring	200	50	250									250		250	0
															0	0
<b>16</b>	<b>Testing</b>															
16.1	Ground Rod Measurements	500	0	500				500							500	0
															0	0
<b>17</b>	<b>Miscellaneous (Specify)</b>															
17.1	San Pablo Feeder 519 Installation	20,000	2,500	22,500										22,500	22,500	0
17.2	Additional Soil Samples (if needed) - Unit Price	500	0	500											0	0
				0											0	0
	<b>Totals:</b>	<b>5,137,200</b>	<b>3,197,300</b>	<b>8,334,500</b>	719,000	942,000	1,773,000	1,418,000	836,000	753,500	691,000	547,500	523,500	131,000	<b>8,334,500</b>	0
														swa	833,450	
															9,167,950	



# Formal Bid and Award System

Award #6 December 1, 2022

**Type of Award Request:** SINGLE SOURCE

**Request #:** 621

**Requestor Name:** Meyers, Tim

**Requestor Phone:** (904) 665-4871

**Project Title:** BBGS, GEC, KGS & NGS System 1 Services, TDI Upgrade and VbOnline & Services

**Project Number:** 23115002

**Project Location:** JEA

**Funds:** Capital

**Award Estimate:** \$437,197.00

**Scope of Work:**

Request contractor provide materials and labor to update the System1 monitoring system for all electrical generation units. This project will include 6 servers, TDI upgrades, and VbOnline installation and termination services. The work will include enterprise software upgrades. This project will be performed turnkey basis by the OEM. This will be a single source procurement from Bentley Nevada.

**JEA IFB/RFP/State/City/GSA#:** N/A

**Purchasing Agent:** Lovgren, Rodney Dennis

**Is this a Ratification?:** NO

**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
BENTLY NEVADA LLC	Gene Trimble	gene.trimble@bhge.com	1631 Bently Parkway S Minden NV 89423	(772) 781-7970	\$437,197.00

**Amount for entire term of Contract/PO:** \$437,197.00

**Award Amount for remainder of this FY:** \$437,197.00

**Length of Contract/PO Term:** Project Completion

**Begin Date (mm/dd/yyyy):** 12/15/2022

**End Date (mm/dd/yyyy):** Project Completion (estimated 09/30/2023)

**JSEB Requirement:** N/A – OEM

**BIDDER:**

Name	Amount
BENTLY NEVADA LLC.	\$437,197.00

**Background/Recommendations:**

JEA has utilized Bently Nevada vibration monitoring equipment (a standard for GE and Siemens), which has been periodically upgraded and replaced on an OEM basis throughout the various JEA power generating facilities life since 1996. A portion of the existing equipment & communication software is at end of life and requires replacement. For JEA to go through a first of a kind engineering effort and perform a complete system replacement system would be cost prohibitive. Additionally, no other system can communicate or acquire the complete 3500 rack system.

In accordance with section 3-112 of the JEA P-Code, (b) where the Supplies or Services must be a certain type, brand, make or manufacture due to criticality of the item or compatibility within a JEA utility system, and such Supplies or Services may not be obtained from multiple sources such as distributors, making this work is a Single Source.

The NGS predictive maintenance department in electric production is responsible for monitoring the condition of hundreds of pieces of critical equipment throughout generation to ensure that whenever possible equipment issues are identified before they impact operations, and can be addressed in a manner that does not impact production. The most critical equipment (turbines, generators, large pumps, large fans, etc.) is continuously monitored using the System1 monitoring system. This system provides real time vibration data that is also stored in an historian so equipment condition can be trended over time to identify equipment degradation and issues.

Bently Nevada completed the JEA CIP compliance process in September of 2022. All applicable documentation is stored on CIP SharePoint website.

JEA and Bently Nevada have previously negotiated terms and conditions, which will be utilized for this contract. When comparing other Bently Nevada projects, equipment costs, upgrades, and services performance at JEA the overall project cost is deemed reasonable.

Request approval to award a contract to Bently Nevada, Inc. for system 1 server upgrades, HMI and installation in the amount of \$437,197.00, subject to the availability of lawfully appropriated funds.

- Manager:** Akrayi, Jamila R. - Mgr Project Management
- Director:** Acs, Gabor - Sr Dir Engineering & Projects
- VP:** Melendez-Melendez, Pedro A. - VP Planning Engineering & Construc

**APPROVALS:**

---

**Chairman, Awards Committee** **Date**

---

**Budget Representative** **Date**

## Firm Fixed Price Proposal

To

**Jacksonville Electric Authority**

For

**System 1 Servers, TDI Upgrade, VbOnline and Services**

PROPOSAL NO: 2373621 REV 5

DATE: November 15, 2022



**Covid-19 Updates:**

Given the events related to the global COVID-19 pandemic, Baker Hughes has taken proactive steps to ensure the safety of our employees while continuing to serve you during this unprecedented time. To better prepare our employees, we've established guidelines that are available for your review, upon request. Additionally, we'll continue to monitor and abide by all locally mandated action plans.

Pursuant to the U.S. Department of Homeland Security's Cybersecurity & Infrastructure guidance, several Baker Hughes business activities are classified as Essential Critical Infrastructure, including but not limited to: energy, public works, transportation and logistics, chemicals, defense industrial base, and critical manufacturing. Baker Hughes provides equipment and services within these categories to ensure that critical industries continue to operate safely.

Notwithstanding the Terms and Conditions applicable to this Proposal, the following provisions shall apply: i) Contractor shall not have any liability for delays resulting directly from governmental actions, supply chain shortages, or any other consequences attributable to the widespread impact of the pandemic known as COVID-19 and/or ii) in the event the Services are suspended on account of any Force Majeure event (including but not limited to COVID-19), Company shall reimburse Contractor at applicable daily standby rates for Contractor's equipment and/or personnel during the suspension. In the event federal, state, or local authorities require a quarantine period in advance of, during, or after the performance of Services, Company shall reimburse Contractor for Contractor's quarantined personnel at the applicable daily standby rates for any days Contractor's personnel are required to be quarantined. Our operations team are committed to providing the services you need. For additional information, please contact your Baker Hughes representatives or visit

<https://www.bakerhughes.com/important-information-regarding-covid19>.

JEA  
4377 HECKSCHER DR  
JACKSONVILLE, FL 32226-3033  
UNITED STATES

BENTLY NEVADA, LLC  
**Gene Trimble**  
Sales Manager  
+1 772 781 7970  
1955 SW Ranch Trail  
Stuart, FL 34997  
United States  
[gene.trimble@bakerhughes.com](mailto:gene.trimble@bakerhughes.com)

Proposal No: 2373621 Rev. 5  
Date: November 15, 22

For the attention of: Marty Nelson and Tim Meyers

**Subject: System 1 Servers, TDI Upgrade, VbOnline Services**

Dear Marty and Tim,

Bently Nevada is pleased to submit the following Firm Fixed Proposal for the 6 ea. System 1 Servers at NGS (Northside), BGS (Brandy Branch), KGS (Kennedy) and GGS (Greenland) along with 9 ea. TDI Upgrades, VbOnline installation and termination Services. This Firm Fixed Proposal outlines and defines all required hardware, software and services to implement the above-referenced project.

Please be advised that Purchase Orders / Contracts must be addressed and paid to the following legal entity:

BENTLY NEVADA, LLC  
1631 Bently Pkwy S  
1631 Bently Parkway South  
MINDEN, NV 89423-4119, UNITED STATES

We look forward to the opportunity to discuss the System 1 Servers, TDI Upgrade, VbOnline and Services. Should you have any questions or require any additional information please do not hesitate to contact me.

On behalf of BENTLY NEVADA, LLC,

Yours sincerely,

**Gene Trimble**  
Sales Manager

# Table of Contents

- 1 Executive Summary ..... 8**
  - 1.1 Overview ..... 8**
    - 1.1.1 3500 Machinery Protection System Benefits.....8
  - 1.2 Quality ..... 8**
  - 1.3 Base Price Summary ..... 8**
- 2 Scope Summary ..... 9**
  - 2.1 Equipment and Parameter Listing ..... 9**
  - 2.2 Base Scope Summary ..... 9**
    - 2.2.1 Hardware/Software.....9
    - 2.2.2 Services.....9
- 3 Hardware & Software Scope Description ..... 11**
  - 3.1 System 1 Software and Hardware ..... 11**
    - 3.1.1 System 1 Server Hardware (PN#3071/30) .....11
  - 3.2 60M500 VBOnline Scope of Supply ..... 11**
  - 3.3 Bill of Material .....12**
    - 3.3.1 Bill of Materials of Base Scope.....12
- 4 Service Workscope Description ..... 13**
  - 4.1 Sites/Services Project Management ..... 13**
    - 4.1.1 Kickoff Meeting & Project Milestone Reviews .....13
    - 4.1.2 Documentation for Electrical Design Package.....13
  - 4.2 MPMS Pre-commissioning/Commissioning Services..... 13**
    - 4.2.1 Device Configuration/Verification .....13
    - 4.2.2 Site Pre-Power Up and Power Up Procedure .....14
    - 4.2.3 Installation of VBOnline devices.....14
    - 4.2.4 Loop checks and Signal verifications.....14
    - 4.2.5 Commissioning Report.....15
  - 4.3 Condition Monitoring Software Commissioning Services..... 15**
    - 4.3.1 OS and Software installation (Windows, SQL, System 1, etc.) + Licensing.....15
    - 4.3.2 Installing New Server in existing cabinet .....15
    - 4.3.3 Creation of Plant/Area and Mechanical HMI Views .....15
    - 4.3.4 System 1 Validation .....17
    - 4.3.5 SI Migration: Configuration and Historical Databases to New server .....17
    - 4.3.6 System 1 Commissioning Report .....17
    - 4.3.7 System 1 Optimization Service (optional, price not included in proposal) .....17
- 5 Basis for Proposal..... 19**
  - 5.1 Buyer Responsibilities ..... 19**
  - 5.2 Safety..... 19**
  - 5.3 Clarifications, Assumptions, Exceptions.....20**
- 6 Commercial ..... 21**

**6.1 Base Scope Pricing .....21**

**6.2 Project Schedule .....21**

**6.3 Delivery, Title Transfer and Risk of Loss .....21**

**6.4 Payment Terms .....22**

**6.5 Remittance Information.....22**

**6.6 Terms and Conditions .....23**

**6.7 Purchase order address details.....23**

**6.8 Validity .....24**

**6.9 Pricing Limitations.....24**

**6.10 General Pricing Considerations.....24**

    6.10.1 Out of Scope Works .....24

    6.10.2 Price Escalation .....24

    6.10.3 Storage .....25

**7 Attachments ..... 26**

**7.1 Seller's (BH) STANDARDS FOR SYSTEM 1 HMI SCREEN CREATION .....26**

    7.1.1 HMI Screens Classification .....26

    7.1.2 HMI Standard language.....26

    7.1.3 HMI View Title .....26

    7.1.4 Machine Label.....27

    7.1.5 Process Flow Label.....28

    7.1.6 Navigation Button .....29

    7.1.7 Shaft .....31

    7.1.8 Color Standard.....32

**8 Brochures/Data Sheets..... 34**

**9 Product Technical Description ..... 35**

    9.1.1 3500/22 Transient Data Interface (TDI) Rack Interface Module.....35

**Notice**

2022 Copyright © All rights reserved.

The information contained in this document is subject to change without notice.

\* The following are registered trademarks of Baker Hughes Company and its subsidiaries, in the United States and other countries: Proximitor®, Velomitor®, Keyphasor®, System 1®, Trendmaster®, Bently Performance™, Decision SupportSM, RuleDesk™, Actionable Information™, Smart Notifier™

NEMA is a registered trademark of the National Electrical Manufacturers Association, OPC is a registered trademark of The OPC Foundation, PI System is a registered trademark of OSIsoft, Inc. and Windows, Microsoft Access, Microsoft Excel, and Microsoft Word are registered trademarks of Microsoft Corporation.

**Defined Terms**

The following terms shall have the meanings set forth below as used throughout this document.

1. **"Buyer"** means the entity to which Seller's proposal is directed and the source of any subsequent order/contract, namely "JEA".
2. **"Buyer's Equipment"** or "Unit(s)" means Buyer's equipment into which the Sellers Equipment/System will be installed and on which the Services will be performed.
3. **"Contract"** means the contract between Seller and Buyer resulting from this Proposal.
4. **"Contract Price"** or **"Proposal Price"** means the price to be paid by the Buyer to the Seller under this Proposal or any resulting Contract for the Parts and Services.
5. **"Database"** means the data acquisition system or real-time database utilized by the System.
6. **"Data Source"** shall mean the source of the process/measured data (tags) that the Sellers System will integrate to import (and/or export) data: 3500 System (Communication Gateway)).
7. **"Enduser"** means the entity that will be the ultimate recipient of the content of this offer/System, namely **"JACKSONVILLE ELECTRIC AUTHORITY (INC)"**.
8. **"Services"** means such planning, management, technical advisory services, site services and engineering necessary to install the System identified herein.
9. **"Seller"** means the entity issuing this proposal and providing the System: **BENTLY NEVADA, LLC**
10. **"Site"** means the location or Plant where the System or Parts will be installed/ commissioned, namely **"JACKSONVILLE ELECTRIC AUTHORITY (INC) located at JACKSONVILLE, FL"**.
11. **"System"** or "Parts" means the equipment, parts, materials, supplies, components and other goods, supplied by the Seller, that comprise the System 1 Servers, TDI Upgrade, VbOnline and Services.

**Revision History**

<b>Revision Level</b>	<b>Date</b>	<b>Description</b>
Rev 0	Oct 27, 21	Original Distribution
Rev 1	May 31, 22	Change scope to break into two parts
Rev 2	June 2, 22	Combine Phase 1 and Phase 2 into 1 proposal
Rev 3	October 21, 22	Combine Phase 1 and Phase 2 and update pricing, add server

<b>Revision Level</b>	<b>Date</b>	<b>Description</b>
Rev 4	Nov 9, 22	Added network accessories, clarified wording.
Rev 5	Nov 15, 22	Changed shipping

# 1 Executive Summary

## 1.1 Overview

The Seller is pleased to submit this Firm Fixed Proposal to JEA for the 6 ea. System 1 Servers at NGS (Northside), BGS (Brandy Branch), KGS (Kennedy) and GGS (Greenland), TDI Upgrade, and VbOnline installation and termination services in response to your inquiry.

### 1.1.1 3500 Machinery Protection System Benefits

The Bently Nevada 3500 Machinery Protection System is the industry standard for reliable, fault-tolerant machinery protection. The 3500 systems are designed to continuously monitor critical asset machinery to help avoid damage induced by process upset, abnormal operating conditions or other mechanical failures. 3500 will allow you to better plan operations and maintenance schedules to maximize uptime, process throughput and increase profitability. Further, 3500 is designed for seamless integration with control systems for enhanced data capture and plant-wide Operator display.

## 1.2 Quality

Baker Hughes's commitment to Quality and process improvement is renowned around the world. While the Six Sigma™ tools we use are well-recognized, it is the dedication of our teams that truly makes the difference. We empower our people to make customer-focused quality the highest priority in everything they do to ensure that we're delivering quality every day. We also attain external quality certification. Our manufacturing and Test facilities in Minden, NV are certified to the ISO 9001:2015 Quality Management Standard for the Products manufactured in those facilities.

## 1.3 Base Price Summary

The price for the base workscope/ offer is Firm Fixed priced. A detailed breakdown of the scope of supply and price is provided later in the Commercial Section of this document.

Description	Price	Currency
<b>Total Project Price in USD:</b>	<b>\$437,197</b>	<b>USD</b>

## 2 Scope Summary

### 2.1 Equipment and Parameter Listing

Bently Nevada is proposing the following:

### 2.2 Base Scope Summary

#### 2.2.1 Hardware/Software

In Base	Description
✓	<b>System 1 Server Computer Hardware – EVO software provided per M&amp;S</b>
✓	<b>9 ea. TDI USB modules</b>
✓	<b>31 ea. vbOnline Pro Condition Monitoring System</b>

#### 2.2.2 Services

In Base	Description
✓	<p><b>MPMS Pre-commissioning/Commissioning Services</b></p> <ul style="list-style-type: none"> <li>• Device Configuration/Verification</li> <li>• Site Pre-Power Up and Power Up Procedure</li> <li>• Commissioning Report</li> <li>• Uninstall existing DSM's, VBOnline install and re termination in existing or contractor supplied junction boxes</li> <li>• Loop checks and signal verifications</li> <li>• TDI Swap</li> <li>• Reconfigure System 1 Evo after VBOnline are installed</li> <li>• Mobilization/De-mobilization travel to/from site</li> </ul>
✓	<p><b>Condition Monitoring Software Commissioning Services</b></p> <ul style="list-style-type: none"> <li>• OS and Software installation (Windows, SQL, SysI,etc) + Licensing</li> <li>• Installing New Servers in existing cabinet</li> <li>• Creation of Plant/Area and Mechanical HMI Views</li> <li>• Implementation of 6.X connector to use with DSM's until VBOnline installed</li> <li>• System 1 Validation</li> <li>• System 1 Commissioning Report</li> <li>• System 1 Migration (Configuration and Historical Databases to New server)</li> <li>• VbOnline Config</li> <li>• Mobilization/De-mobilization travel to/from site</li> </ul>
✓	<p><b>Sites/Services Project Management</b></p> <ul style="list-style-type: none"> <li>• Kick of Meeting (KoM) &amp; Project Milestone Reviews</li> <li>• Documentation for Electrical Design Package includes:                             <ul style="list-style-type: none"> <li>• Junction Box Layouts Drawings</li> </ul> </li> </ul>

\* Items with a check mark are included in the Seller's scope of supply. Items not included in Seller's scope of supply shall be Buyer's responsibility.

### 3 Hardware & Software Scope Description

#### 3.1 System 1 Software and Hardware

##### 3.1.1 System 1 Server Hardware (PN#3071/30)

For a summary of the offered solution, please refer to the table below:

3071/30 -AA	Description	Model	Processor	Raid 1 (GB)	Raid 6 (TB)	RAM (GB)	Qty
AA05	Standard HP Rack 10.8TB	DL380 G10	4208 2.1 GHz	300	10.8	64	6

##### 3.1.1.1 Standard Server Specification (AA-01, 02, 03, 04, 05, 07, 08, 10, 11, 12, 13, 14, 15, 16)

- Tower: Dual Intel Xeon® 4210 10-Core® (2.2 GHz Processor) OR Rack: Dual Intel Xeon® 4208 8-Core® (2.1 GHz Processor)
- 64 GB RAM or above
- Operating System Hard Disk: RAID 1 & 300 GB – 10000 RPM
- Historian Hard Disk: RAID 6 – 10,000 RPM
- DVD-RW
- Keyboard
- Backup drive
- 27" monitor
- KVM switch

#### 3.2 60M500 VBOnline Scope of Supply

The following table summarizes the 60M500 Scope of Supply scope of supply for this project:

Description	P/N	Qty.
vbOnline Pro Condition Monitoring System	60M500	31

### 3.3 Bill of Material

The following table provides a list of representative parts, quantities and descriptions. Actual part numbers and quantities may differ at the time of order. Buyer to verify all Part Numbers for accuracy as required for their application before ordering.

#### 3.3.1 Bill of Materials of Base Scope

P/N	Description	Qty.
123M4597	27 inch LCD Flat Panel Monitor	1
3071/30	System 1 Server w 1 keyboard, backup drives, 1 KVM switch(Dell P/N CS1308KIT A2991785)	6
3500/22 Spare Part	3500/22 Spare Part	9
60M500	vbOnline Pro Condition Monitoring System	31
	moxa EDS-205A with FX connector (multi)	2
	imc-21A Moxa with single FX connector	8
162222-01	Junction boxes	3

## 4 Service Workscope Description

### 4.1 Sites/Services Project Management

The Project Manager will be the main point of contact between the Seller and the Buyer for all on-site services provided by Seller. The Project Manager is the single point contact to coordinate all commercial, technical, scheduling, manufacturing, testing, installation, kick-off meeting and training activities as included in the scope of work.

#### 4.1.1 Kickoff Meeting & Project Milestone Reviews

- The Project Manager shall organize the customer kick off meeting allowing the execution team and customer stakeholders to ensure alignment on the project scope both technically and commercially.
- The project schedule, documentation requirements, progress reporting, change process and commercial milestones are reviewed and communicated.

#### 4.1.2 Documentation for Electrical Design Package

The Project Manager will generate the Junction Box diagrams. The design package will be submitted to the Buyer via PDF for review to approve for construction and will be utilized by the Buyer or Seller sub-contractor (based on scope ownership) to implement the system installation. The designs will be updated to reflect "As-Built" for the final report.

The Buyer shall supply device tag information for all input and output requirements of the system before design creation if required.

Upgrade projects: The Buyer shall supply all existing designs and documentation as applicable/available. Where existing Bently Nevada Loop Designs are available, the Project Manager will coordinate their modification in line with the project scope; otherwise, a new electrical design package will be created.

New projects: An electrical design package will be generated based on the Buyer supplied information and technical scope documentation.

For all projects:

When included, the new electrical design package shall consist of the following documents:

- Machine Train Diagrams
- Junction box layout designs

### 4.2 MPMS Pre-commissioning/Commissioning Services

#### 4.2.1 Device Configuration/Verification

The Seller will perform the configuration and verification of the BN condition monitoring system. All monitors will be configured with project specific data provided by the Buyer. Bently Nevada configuration software is used to generate the rack configuration file which is uploaded to the monitoring system.

The Seller will perform the following configuration tasks:

- Perform individual monitor hardware & software configuration.
- Perform verification and testing of all Sellers monitors in compliance with the standard Operation and Maintenance manuals that were provided with each system.

- Set alarm levels and other configuration parameters to OEM or Buyer provided values.
- Document all Seller part/model number and serial number information.
- Document Firmware levels and update as necessary.
- Verify relay alarm circuits (if connected).
- Verify the Display is functioning properly (if included in scope)
- Verify the Gateway is functioning properly (if included in scope)

Typical Information required to configure the monitor channels includes, but is not limited to, the following: Channel Type (Radial Vibration, Thrust Position, Casing Vibration, Eccentricity, Keyphasor® etc.), Probe orientation/mounting angles, full scale limits, English/metric, Alarm set points, Alarm latching, time delays, channel names and Normal Thrust/Expansion direction.

Please note that in order to swap out the TDI cards the machines that they are tied to need to be powered down.

#### **4.2.2 Site Pre-Power Up and Power Up Procedure**

The Seller will perform the following Pre-Power Up tasks:

- Perform power wiring polarities, Grounding and shielding practices.

#### **4.2.3 Installation of VBOOnline devices**

- Installation of VbOnline monitors into junction boxes.

It is assumed that all VBOOnline installation will happen with (1) one mobilization of Bently Nevada services personnel.

#### **4.2.4 Loop checks and Signal verifications**

Perform the verification tasks required for this project.

This includes providing all labor and materials to:

- Loop check from the field transducer devices up to and including the monitor rack with the assistance of the Buyer/end user. Loop checks will be performed by injecting a known signal into the field transducers (if accessible) or the junction boxes at the machines and verifying that same signal is present at the Monitor Rack and at the System 1 Server (if included). This verification will confirm channel assignments as well as the absence of ground loops and wiring errors.
- Loop check for all channel types will verify the following parameters.
  - Validity of field transducer signal.
  - Zero-scale, Half-scale, and Full-scale ranges.
  - Verify all configured parameters in the Monitoring Systems, including alarm set points and relay logic that links to other systems or devices.
  - Verify Modbus addresses as required.

Note: Prior to performing the loop verification, the wiring to the VBOOnline must be installed by an electrical contractor.

Seller shall perform loop check as per Seller's standard practices referred to in Seller's manual. If it is the Buyer/End user's intent to verify other plant connected devices such as HMI's or Data Historians, it is the Buyer/End user's responsibility to provide access to those external devices.

For loop check verification to be completed a local System 1 resource is required to validate signals.

## 4.2.5 Commissioning Report

The Seller will provide a Formal Commissioning Report where included in contract:

- Provide all configuration data sheets.
- Document all input/output values during commissioning.
- Document recommended Spare Parts List.
- Document installation/setup narrative.
- Document any recommended actions.

## 4.3 Condition Monitoring Software Commissioning Services

### 4.3.1 OS and Software installation (Windows, SQL, System 1, etc.) + Licensing

The Seller will perform on-site installation of the System 1 software on the designated server computer. All Instrument loops must have been verified and the monitoring system configured and checked-out prior to System1 verification. The Seller will require local administrative access to System 1 Servers during the installation & commissioning process, during system troubleshooting, and during system upgrades.

#### Installation of System 1 hardware and software, including the following:

- Computer setup
- Ethernet network verification between System computer and the Ethernet Cabling/switches
- Setup of system user/admin accounts for interconnectivity
- TCP/IP addressing and verification
- Installation/setup of any included integration communication SW packages

#### Software License Packages

The Seller will install/activate any included Software licensing required for system:

- Install/activate and verify all included Software application licenses as required.
- Ensure license assignment to customer designate.

### 4.3.2 Installing New Server in existing cabinet

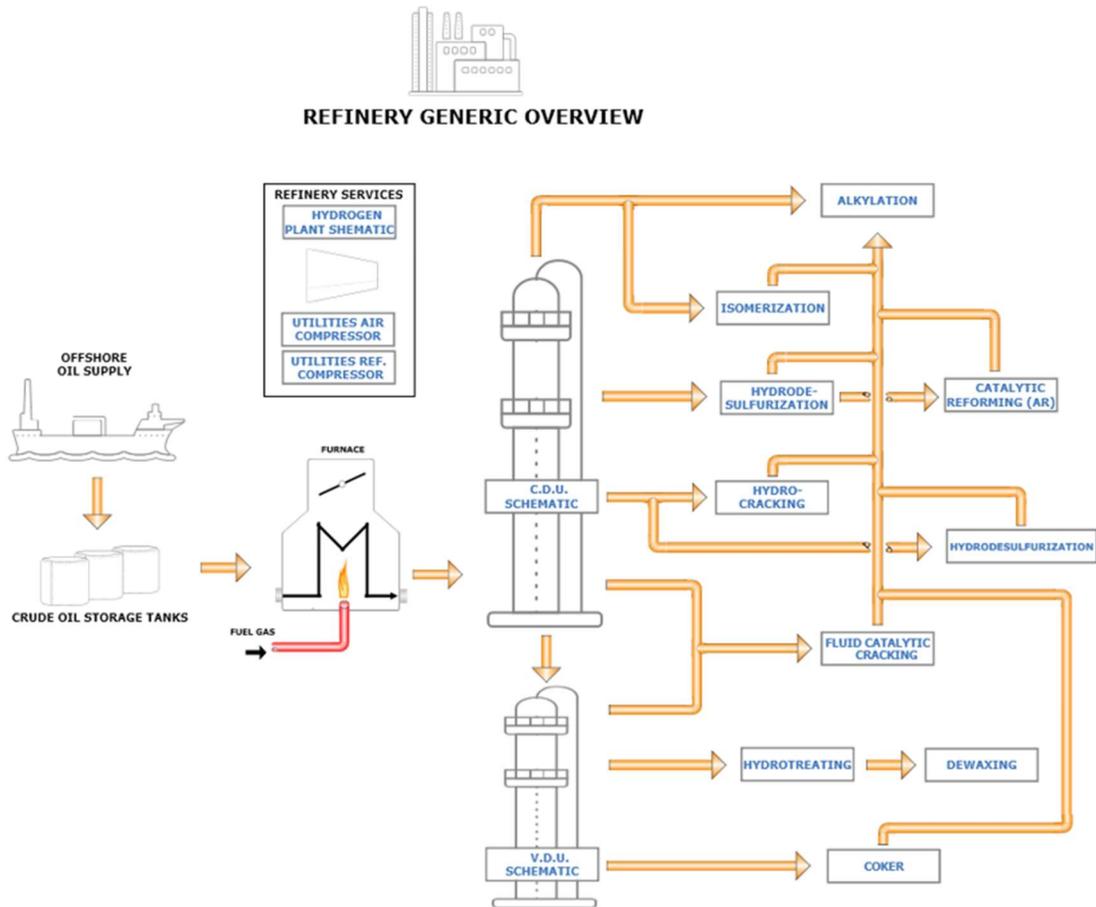
The Seller will install and commission the New project supplied server, which includes the following list of activities:

- Install rack mount server into existing cabinet.
- Install server peripherals into existing cabinet.
- Install Network components into existing cabinet.
- Verify connections.

### 4.3.3 Creation of Plant/Area and Mechanical HMI Views

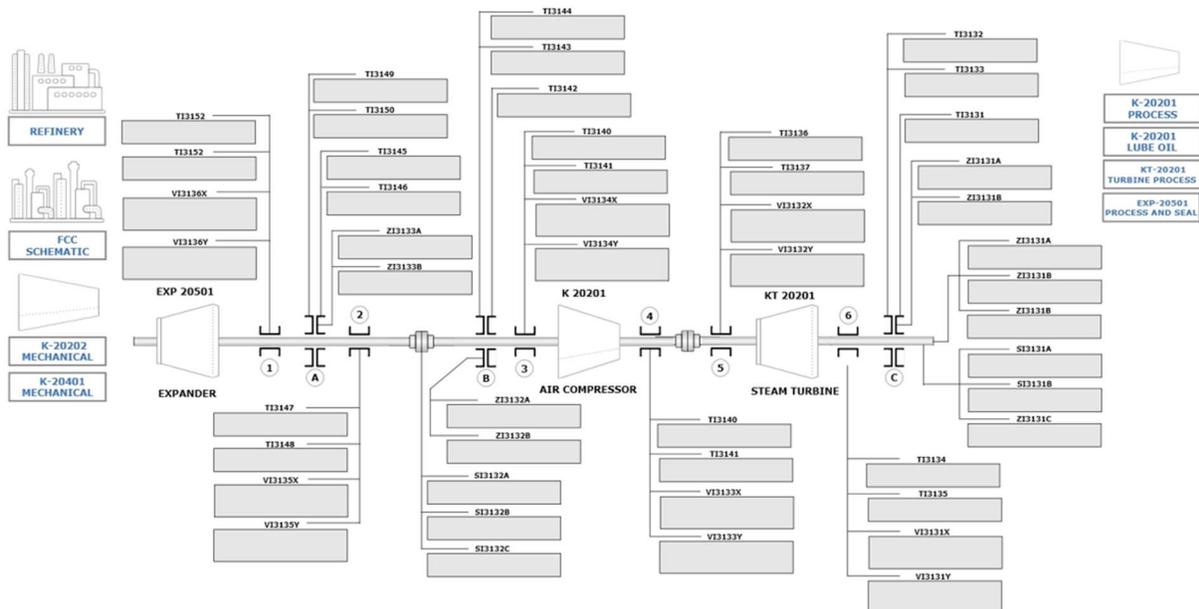
System 1 provides a highly configurable user interface designed to enable best-in-class user experience for machinery management. The foundation of proactive machinery management programs relies on steady connectivity and well configured alarms to drive analysis by exception (i.e. use notifications to drive analysis in System 1 and corrective action planning). The System 1 interface uses graphical interaction to provide detailed machinery context as shown in the following examples. Users can quickly identify areas of interest through the event manager combined with rich HMI's. Detailed diagnostics are performed on a highly flexible and intuitive diagnostic plotting environment, where users can catalog their findings and document them in the case history section. These Intuitive screens are called Condition monitoring screens. For all

System1 core offerings, the respective mechanical HMI screens for assets in scope are provided along with the Plant / Area Overview screen.



Example Plant View HMI Screen

**FLUID CATALYTIC CRACKING- K 20201 AIR COMPRESSOR -MECHANICAL**



Example Mechanical HMI Screen – Process Compressor Train

HMI screens will be delivered as per the Seller's Standards. Any changes in standards will be considered as additional scope.

#### **4.3.4 System 1 Validation**

The Seller will validate System1 Platform which includes the following list of activities:

- Verify loops from BN Hardware and Integrated Databases
- Verify readings and scaling from original data points to System1 Screens
- Verify backup/archiving scheme
- Verify networking and security settings

#### **4.3.5 S1 Migration: Configuration and Historical Databases to New server**

The Seller will perform System 1 Migration from legacy software system to new updated software system as provided in project which includes the following list of activities:

- Archive existing Database
- Backup existing configuration
- Remove existing licenses to FOB
- Re-apply database onto new software platform
- Apply original configuration to new software platform
- Re-build machine trains and screens
- Re-apply licenses for new software platform

#### **4.3.6 System 1 Commissioning Report**

The System 1 Report provides the Buyer a thorough description of work performed, problems identified, and corrective actions taken. The report includes:

- Overview of the installed System 1 platform
- Server hardware details
- Operating System (OS) and SQL Versions, OS User Management
- System 1 Application Packages and associated software if applicable
- Bently rack data collection configuration details if applicable
- System 1 User Management
- DCS/Historian connectivity solution details if applicable
- Third-party packages installed

The report can assist Buyers to better manage the deployed solutions and Buyer assets. A backup of the installed system and application files are included with each report, which will aid in the effort of disaster recovery. Note: This is not a machinery diagnostics report.

#### **4.3.7 System 1 Optimization Service (optional, price not included in proposal)**

After a minimum of one month's data has been collected by the system, the Seller's Machinery Diagnostic Services (MDS) Engineer will review the System 1 configuration and current settings. The Seller's services will review the current data, steady state trend data, and the most current transient data (present in the transient buffers or stored to file) for available points and optimize the software settings. The MDS Engineer

will also assist with the preliminary analysis of the data and information provided by the system. Below is a summary of the services provided while on site.

- Optimization of asynchronous and synchronous frequency ranges and sampling rates in the System 1 software based upon measured data and customer input. The purpose of this step is to confirm that data acquisition parameters are adequate for identification and characterization of monitored events.
- Optimization of long- and short-term trending rates. The purpose of this step is to prevent the DAQ from populating the historical database with extraneous samples when the sampled parameter does not change significantly.
- Setup 1X and 2X acceptance region software setpoints based upon measured data and customer input. The purpose of this step is to provide the customer with acceptance regions for software alarms for the detection of 1X and 2X related events.

The MDS engineer will furnish a summary report to the Buyer following the completion of the system optimization. The report will include a summary of System 1 condition, areas of improvement, and supporting documentation, specifically:

- Optimization Actions
- System 1 Database Management Recommendations
- Customer Expectations
- Recommended Services
- Documented Savings

## 5 Basis for Proposal

This section lists those items which are provided by the Buyer or End user and are not part of the Seller's scope of supply. It also lists the Seller's assumptions, comments to Buyer's requirements, and the breakdown of Buyer/End user's responsibilities.

### 5.1 Buyer Responsibilities

- a. Buyer will provide all plant services such as light, heat, water, electric power and disposal of all waste materials.
- b. Labor and equipment required to off-load and make available materials for installation.
- c. Provision of work permits, if required.
- d. Lockout/ Tagout and verification of isolation for all energized systems associated with the scope of this project.
- e. Receive and transport Seller-supplied Monitor Systems.
- f. Provide sanitary and change facilities for Seller during any onsite work.
- g. Provide office space including Phones, Copiers during any onsite work.
- h. Buyer/ End user to appoint a Project Manager responsible for obligations associated with this project.
- i. The Buyer will be responsible for the Electrical scope of supply defined below. This would include the electrical parts, labor, and supervision for the following:
  - Supply, Install, Verify and Test all Signal cabling/Ethernet cabling/ hubs/ switches/ connectors between the Transducer systems, Monitoring racks and the System 1 computer (if not included in Seller's supply).
  - Buyer will be responsible for troubleshooting network/wiring connectivity problems between the Ethernet devices (cables & switches) and the System Computer (or its associated Ethernet Switch), if not purchased as part of this contract.
- j. The Buyer will be responsible for the Mechanical scope of supply defined below. This would include the mechanical parts, labor, and supervision for the following:
- k. Provide machine disassembly and reassembly to provide access to the transducer installation systems area (if required).
- l. Buyer will assist the Seller in performing detailed loop checking & grounding system verification.
- m. Electrical installation will be the responsibility of End-user/Buyer, it is not in Seller's scope of work.
- n. Mechanical installation will be the responsibility of End-user/Buyer, it is not in Seller's scope of work

### 5.2 Safety

- a. Seller will furnish personal safety equipment that meets the needs of performing the workscope described herein, such as hard hats, flame retardant coveralls, eye protection, ear protection and safety boots. Other mandatory personal safety requirements specific to the plant are not part of this scope of supply.
- b. Buyer/Enduser shall perform testing to make the work area free from hazardous materials. It is assumed that no hazardous material will be encountered in performing the workscope. Disposal or abatement of any hazardous or regulated material will be the responsibility of Buyer.
- c. All site specific safety training, if required, is in the Buyer scope of supply

### 5.3 Clarifications, Assumptions, Exceptions

**The proposed scope of supply is based upon the Buyer's requirements, preliminary discussions with Buyer and Seller's knowledge of the existing installation at the Site.**

- a. Seller believes that this Firm Fixed Proposal meets the intent of the Buyer's request and will be the document of reference in any resulting contract.
- b. Scope is limited to only the items specifically outlined in section 2.2.2 of this proposal.
- c. The proposed Bill of Material is an estimate based on Seller's knowledge of these units at the time of writing this document. Actual parts and quantities will be determined after review and agreement by Seller Project Manager and Buyer representative.
- d. It is expected that any existing equipment, including but not limited to cabling, sensors, field devices, communication networks, etc., that are not being replaced as part of this Workscope are in a good working order. Replacement of non-functioning or faulty equipment is not included in the scope of this document, unless otherwise specified. Site Survey results may necessitate the design and installation of additional cabling and/or devices and a corresponding adjustment to the pricing and/or delivery once the faulty equipment is found.
- e. All drawings contain confidential and proprietary information; therefore, their use is restricted to the machinery identified on the drawings. Drawings shall not be disclosed to any third party unless otherwise agreed to by the Seller in writing.
- f. Except as stated below, all documentation will be in English.
- g. It is assumed that Seller will be furnished, upon request, with full drawings and information concerning the state of the existing installation including wiring information to the existing terminations, P&ID's, etc. If such information is not available, Seller will charge for the work involved in obtaining this information.
- h. If Buyer decides not to consider loop checking from the transducers to the monitoring racks (and System 1 server if any) that supplied by the Seller, the Seller shall NOT be held responsible for any consequences resulting from signal noises which could have been avoided by performing detailed loop checking & grounding system verification.
- i. Any optional item not purchased as part of this proposal will be priced as of the date of request.
- j. Unless otherwise noted, it is understood that all systems will be located in a non-hazardous area. Safety barriers are not required.
- k. It is assumed that the maximum distance between the monitoring system and transducer does not exceed the recommended length for the type of transducers and monitors specified.

## 6 Commercial

### 6.1 Base Scope Pricing

**Pricing Summary Table: Base Scope**

Description	Price	Currency
<ul style="list-style-type: none"> <li>• System 1 Servers</li> <li>• 3500 TDI Monitors</li> <li>• Services:                             <ul style="list-style-type: none"> <li>○ SI configuration</li> <li>○ 3500 installation and configuration</li> </ul> </li> </ul>	\$216,786	USD
<ul style="list-style-type: none"> <li>• 60M500 modules</li> <li>• Services:                             <ul style="list-style-type: none"> <li>○ VbOnline configuration</li> <li>○ Drawing package VbOnline Junction boxes</li> <li>○ SI configuration for VbOnline</li> </ul> </li> </ul>	\$215,913	USD
Shipping – CIP Jacksonville, FL	\$4,500	USD
<b>Total Project Price in USD:</b>	<b>\$437,197</b>	<b>USD</b>

**Notes:**

1. The above prices do not include taxes.
2. Unless otherwise noted, the prices shown are valid for delivery of equipment in the current year and performance of any on-site commissioning service in the current year.

### 6.2 Project Schedule

The Buyer should submit an acceptable purchase order for the VbOnline portion of this project 90.0 weeks prior to the expected delivery-date (attempts are currently active to reduce this lead time); the remainder of the hardware and software should have an acceptable PO submitted 8 weeks prior to the expected delivery date to allow for detail design completion and equipment ordering. The guideline for Normal delivery of Bentley Nevada hardware is 8 - 10 weeks after release of the order for hardware manufacture. Should the hardware be needed earlier than in the lead time identified above, an expediting fee will be applied to the price of hardware expedited, if the Seller determines that they can meet the new requested delivery date. The actual schedule will be defined during the kick-off meeting and will be communicated to the Buyer, based on workshop loading with Seller's standard materials. Seller completion of work in accordance with the schedule will require prompt support during the design review cycle by the Buyer.

The Seller's on-site working schedule is based on 10 working hours per day, Sat/Sun on weekend 8 working hours per day, 5 Working Days/week, excluding holidays. All on-site work shall take place between the hours of 7:00 AM – 6:00 PM unless otherwise mutually agreed.

### 6.3 Delivery, Title Transfer and Risk of Loss

Seller shall deliver Products to CIP Carrier Insurance Paid Jacksonville, FL (Incoterms 2020). Title to Products shipped from the U.S. shall pass to Buyer immediately after each item departs from the territorial land, seas

and overlying airspace of the U.S with risk of loss transferring to Buyer upon title passage. Title to Services shall pass to Buyer as the Services are performed.

## 6.4 Payment Terms

Our Fixed Price Proposal is based upon the following invoicing schedule and terms:

- Payment Terms are Net 30 days
- Pricing is in USD
- Base Scope Invoicing Schedule: **For Scope of Hardware/Software/Services**

Project Payment Milestone	Invoice Amount
PO Acknowledgement	25%
Shipment of 3500 and junction box hardware/software	20%
Shipment of VbOnline hardware	20%
Demobilization from 3500 and junction box installation	15%
Demobilization from VbOnline installation	15%
receipt of project reports and drawings	5%

Note: The 'fixed date' shall be as per 'contract effective start date' as stated in this proposal or Purchase Order.

## 6.5 Remittance Information

As Seller would like to make doing business easier, please take advantage of our Wire Transfer or ACH payment options by remitting payment using the following instructions: Bently Nevada, LLC, C/O J.P. Morgan Chase Bank, N.A., Account No. 352846205, Wire Transfer Number/ACH routing: 021000021, Swift Number CHASUS33. **Please note that the check payments are no longer be accepted.**

Prior to payments being sent, please provide your payment remittance advice to [remit@bakerhughes.com](mailto:remit@bakerhughes.com). Please ensure the invoice numbers and associated payment amounts are included in the remittance. The preferred type of attachments are PDF and excel for the remittance advice.

## 6.6 Terms and Conditions

This quotation is an offer to sell between Buyer & Seller and subject to the terms and conditions listed below, and by reference incorporated herein. To the extent there are conflicts or inconsistencies between this set of Terms and Conditions and the preceding information provided in this document, the preceding information shall prevail.

- Prenegotiated agreement between Bently Nevada and JEA for specialized Service & Engineering Equipment.
- Baker Hughes Software license and security addendum rev C.
- **Notwithstanding anything else, Seller Group shall not have any liability for delays resulting directly from governmental actions, supply chain shortages, or any other consequences attributable to the widespread impact of the pandemic known as Covid-19 or other similar strains or Coronavirus pandemics.**

### Contract Exit Terms

If the Contract (or any portion thereof) is terminated for any reason by the Buyer, except force majeure, Buyer shall pay Seller in accordance with the cancellation/termination schedule set forth in the Contract. Where no cancellation/termination schedule exists, Buyer shall pay Seller the pro-rated Contract Price for all work performed before the effective date of termination, plus 15% of the remainder Contract Price applicable to all other work that has not been performed.

## 6.7 Purchase order address details

**Buyer's Purchase order shall include the following:**

Upon decision to submit a purchase order, please address the purchase order to the following **Seller's Legal Entity**:

BENTLY NEVADA, LLC

1631 Bently Pkwy S

MINDEN, NV 89423-4119, UNITED STATES

In addition, please email a copy of purchase order to [gene.trimble@bakerhughes.com](mailto:gene.trimble@bakerhughes.com)

Note:

- a. Buyer should include any site-specific drawings as detailed/required in this document. Submittal of drawings prior to the kickoff meeting will allow Seller's engineers to become familiar with the site-specific details and will make the meetings more efficient.
- b. The execution period or contract effective date of this contract starts from Seller's Purchase Order acknowledgement date.
- c. Purchase Order should contain Buyer's information on the company's letterhead.
  - Buyer's legal entity must match quote
  - Buyer's full contact information
  - Buyer's Bill to and Ship to address
- d. Purchase order shall contain:
  - Conform to and reference to this Proposal

- Expected delivery/service date
  - Reference to Mutually Agreed terms and conditions
  - Reference to Agreed INCO terms / freight terms
- e. Purchase Order should be made out to Seller's Legal entity with correct name, address as stated above.
- f. Deviations from this document (Scope, Price, payment schedule, Terms and Conditions, Shipment Cycle, or Installation Cycle) may cause delays or non-acceptance of the Purchase Order.
- g. All orders containing software require an end user contact name and email address for digital software delivery and registration purposes.

## 6.8 Validity

This Proposal will remain valid until December 10, 2022 days from the date indicated in the cover page and may be modified or withdrawn at any time by the Seller prior to receipt of Buyer's acceptance.

## 6.9 Pricing Limitations

Prices quoted are based on the Assumptions and Clarifications as described in the Proposal Basis Section and performed according to the Terms and Conditions referenced or provided herein.

Seller reserves the right to review and re-quote this job if there is a discrepancy between this proposal and the purchase order. If Seller receives a specification between the issuance date of this proposal and receipt of the purchase order, Seller reserves the right to re-evaluate this proposal.

The Seller will evaluate changes to the specification, drawings, services or existing equipment. This may alter the price quoted if these changes constitute a change in the quoted workscope or schedule. Seller will quote the changes and a change order must be received before work is to proceed.

The pricing breakouts outlined in this proposal are for accounting purposes only and are not to be considered as stand-alone prices.

The prices quoted herein exclude taxes or other regulatory fees.

## 6.10 General Pricing Considerations

### 6.10.1 Out of Scope Works

"Out of scope works" shall be defined as "Any additional work required, requested, or recommended not specifically defined in the scope of work proposed herein". Upon receipt of written request, Seller may provide a firm price quotation or perform the work at the rates provided herein. Additional work will not commence until additional pricing and/or changes to schedule have been agreed to in writing.

### 6.10.2 Price Escalation

Prices are valid during this quote's validity period and for the quoted scope. Any Buyer initiated changes, revisions, and/or delays in hardware delivery or performance of services may incur an increase in price.

Delays in the performance of work beyond the reasonable control of Seller, or delays caused by acts of the Buyer or prerequisite work by others, shall entitle Seller to an adjustment of time and price for completion of its work and expenses resulting therefrom.

### **6.10.3 Storage**

If any Products to be delivered under this Contract or if any Buyer equipment repaired at Seller's facilities cannot be shipped to or received by Buyer when ready due to any cause attributable to Buyer or its other contractors, Seller may ship the Products and equipment to a storage facility, including storage at the place of manufacture or repair, or to an agreed freight forwarder. If Seller places Products or equipment into storage, the following apply: (i) title and risk of loss immediately pass to Buyer, if they have not already passed, and delivery shall be deemed to have occurred; (ii) any amounts otherwise payable to Seller upon delivery or shipment shall be due; (iii) all expenses and charges incurred by Seller related to the storage shall be payable by Buyer upon submission of Seller's invoices; and (iv) when conditions permit and upon payment of all amounts due, Seller shall make Products and repaired equipment available to Buyer for delivery.

## 7 Attachments

### 7.1 Seller's (BH) STANDARDS FOR SYSTEM 1 HMI SCREEN CREATION

#### 7.1.1 HMI Screens Classification

Each project based on the scope will have different HMI screen related to a specific subsystem that directly affects the behavior of each train. The subsystems could have more than 1 HMI screen if it is needed. All trains must be split in the following main subsystems:

- Plant/Area Overview
- Mechanical
- Process
- Auxiliary

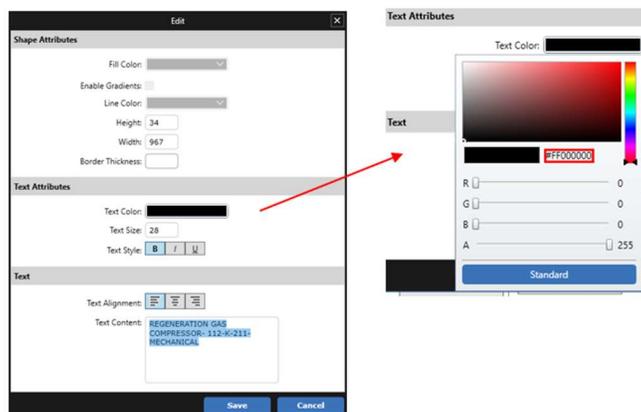
#### 7.1.2 HMI Standard language

All the HMI screens will be created only in English Language that will be applicable for all the projects irrespective of region.

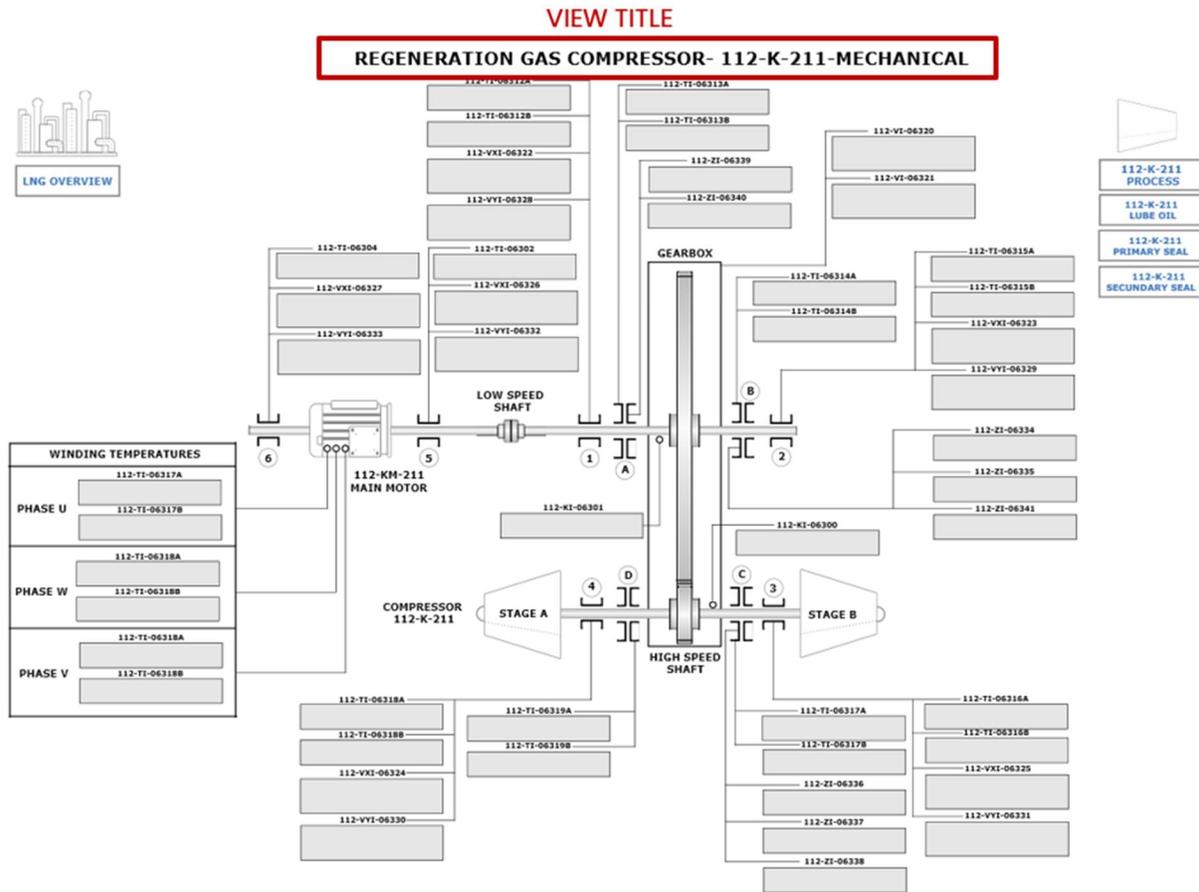
#### 7.1.3 HMI View Title

##### Specifications

- Title shall be placed at top of view, centered over HMI content
- Title shall be ALL CAPS, BOLD, SIZE: 28 & COLOR: #FF000000
- Title shall be styled as per "Edit" settings shown
- Title shall be "HIERARCHY COMPONENT > DIAGRAM NAME"
  - HIERARCHY COMPONENT = WHERE VIEW IS DEFINED
  - DIAGRAM NAME = TAB NAME



##### Example



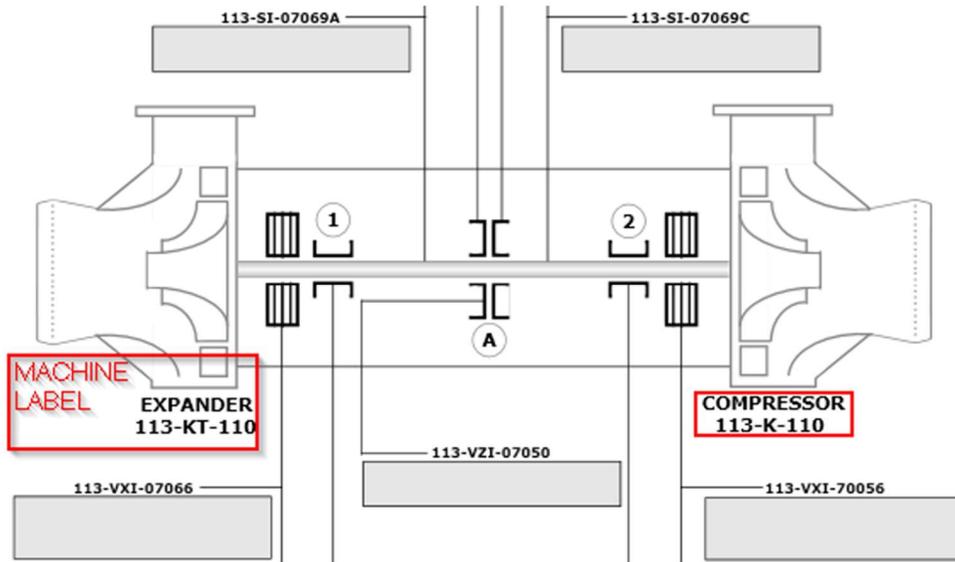
## 7.1.4 Machine Label

### Specifications

- Label shall be placed above each Asset Component
- Label shall be ALL CAPS, BOLD, SIZE: 16 & COLOR: #FF000000
- Label shall be styled as per "Edit" settings shown
- Label shall be "ASSET COMPONENT" name



**Example**



**7.1.5 Process Flow Label**

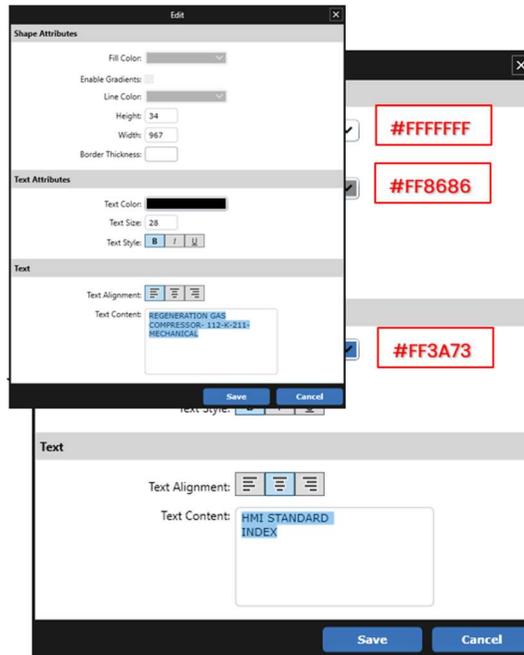
**Specifications**

- Label shall be placed above Large Arrows at in/out points of piping
- Label shall be ALL CAPS, BOLD, SIZE: 12 & COLOR: #FF000000
- Label shall be styled as per "Edit" settings shown



**Example**



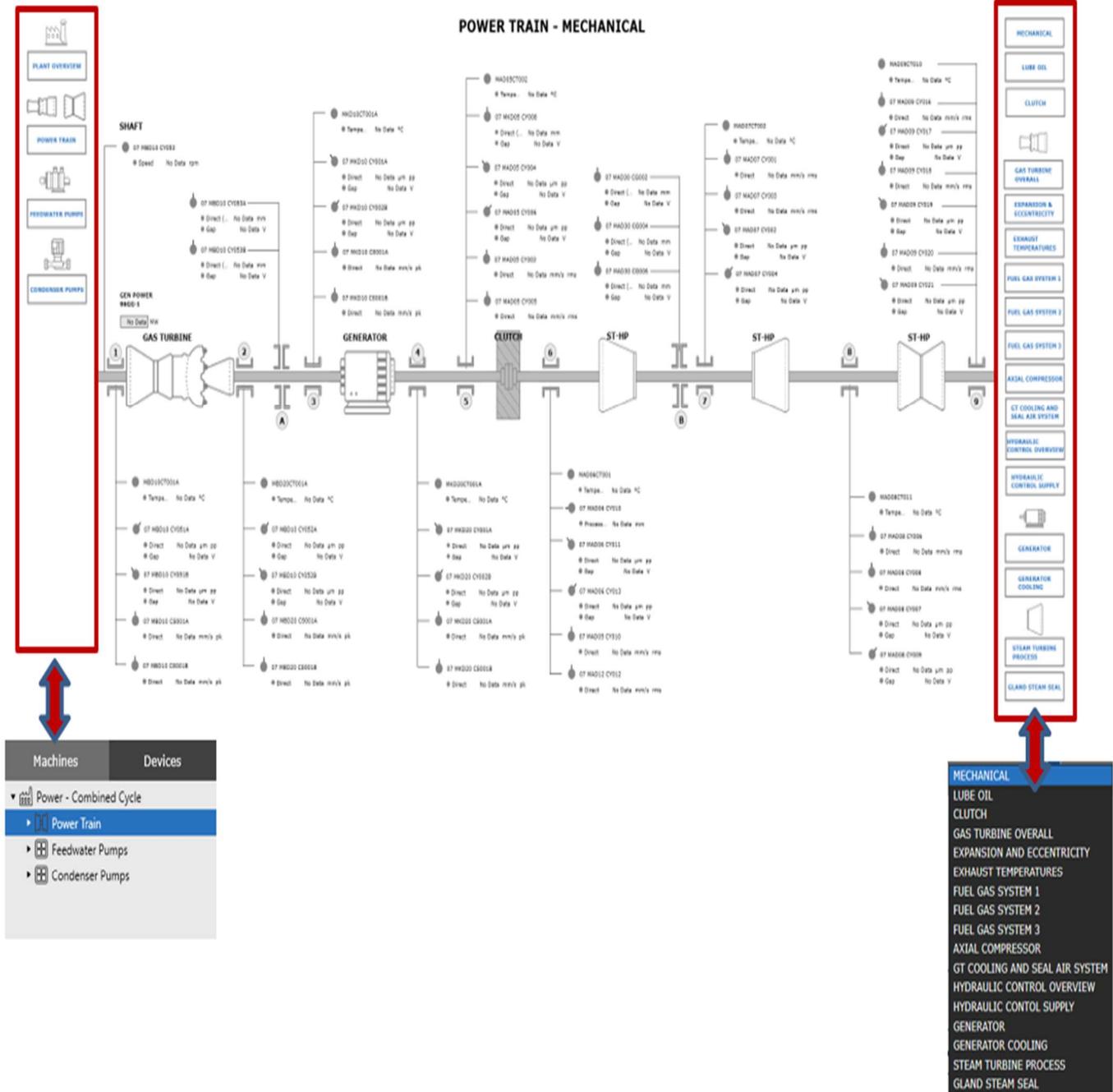


NOTE: Navigation buttons shall be placed consistently in all views, so that the user becomes familiar with their position and doesn't have to hunt for them.

**Example: Power Train – Mechanical**

HIERARCHY NAVIGATION

SIBLING NAVIGATION



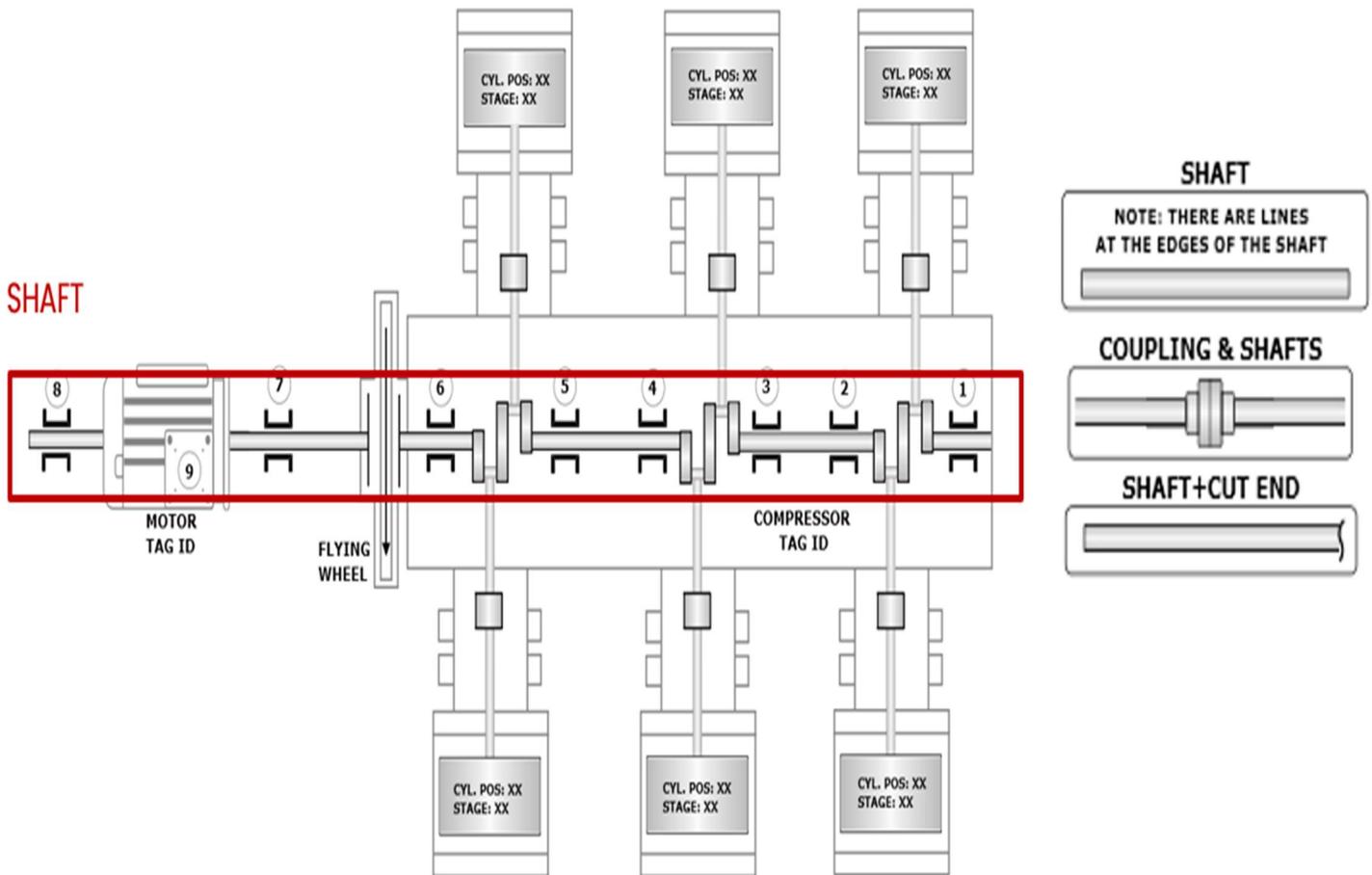
7.1.7 Shaft

Specifications

- Pipe component shall be used
- Component shall be styled as per "Edit" settings shown
  - Height of 15 should be used whenever possible
  - Width of component shall be dependent on view
  - Thickness 30



**Example**



**7.1.8 Color Standard**

Piping color codes have been framed based on fluid flowing in the pipes. The purpose is to improve the quality and look of the HMI by giving specific color to the type of fluids.

## SYSTEM 1 HMI COLOR PIPING STANDARD

REV 25 NOVEMBER 2020

COLOR CODES		
COLOR	TYPE OF FLUID	DEFINITION
 #FFFF8A00	PROCESS FLUID	Any Fluid (Liquid or Gas) processed to get final product in Plant (Offshore Platform, Refinery, Chemical Units, LNG) It can be used for Primary Seal System
 #FF8B4513	OIL	Oil used for Lubrication, Sealing & Hydraulic Power (Lube Oil/Seal Oil/Hydraulic Oil/Synthetic Oil/Mineral Oil)
 #FF9ACD32	WATER	All Kind of Water (Demineralized, Potable, Cooling Water, Chilled Water, Water treatment Plant, Boiler Feed Water, Fire Water)
 #FF8BA4E8	AIR	All Kind of Air (Compressed, Atmospheric)
 #FFFF0004	FUEL GAS/LIQUID FUEL/FLUE GASSES	Fuel Gas or Oil used in Gas Turbine for Combustion/Boiler Furnace, also consider flue/combustion gasses
 #FFBABA00	CHEMICAL	Chemical used for injection, anti-corrosion, demineralization, anti scaling
 #FF008000	STEAM	All Kind of Steam
 #FF8A2BE2	SOLID HANDLING SYSTEM	All Solids including Solid Catalyst (Storage, Conveyors, Dryers)
 #FF0057FF	INERT GAS	Dry Sealing
 #FF868686	OTHER UTILITY	Refrigerant or Any specific utility that is not covered under any classification

## 8 Brochures/Data Sheets

All Data Sheets and Brochures can be found at the link below:

<https://www.industrial.ai/bently-nevada>

## 9 Product Technical Description



### 9.1.1 3500/22 Transient Data Interface (TDI) Rack Interface Module

The 3500 TDI is the interface between the 3500 monitoring system and the advanced System 1 Optimization and Diagnostic Platform. The TDI is our current standard communications processor, providing full transient, steady state, or static-only data acquisition. It provides direct connectivity to our System 1 software. Its innovative design consumes no additional rack space and replaces the need for one (or more) external communications processors such as TDXnet™. The TDI operates in conjunction with the M series 3500 monitors to continuously collect monitor data and transmit it through an Ethernet link to the System 1 Data acquisition computer. It can support 10Base-T, 100Base-Tx (RJ45) or 100Base-Fx (MTRJ) and is designed to work as a standard network device and should be compatible with any Ethernet structure.

# *Certification of Single Source or Emergency Procurement*

Please use this form to certify a Single Source or Emergency Procurement complies with the requirements of the JEA Procurement Code. The JEA Procurement Code defines a Single Source and Emergency Procurement as follows:

### **3-112 Single Source**

A Contract may be awarded for Supplies or Services as a Single Source when, pursuant to the Operational Procedures, the Chief Procurement Officer determines that:

- (a) there is only one justifiable source for the required Supplies or Services;
- (b) the Supplies or Services must be a certain type, brand, make or manufacturer due to the criticality of the item or compatibility within a JEA utility system, and such Supplies or Services may not be obtained from multiple sources such as distributors;
- (c) the Services are a follow-up of Services that may only be done efficiently and effectively by the Vendor that rendered the initial Services to JEA, provided the Procurement of the initial Services was competitive;
- (d) at the conclusion of a Pilot Project under Section 3-118 of this Code, the Procurement of Supplies or Services tested during the Pilot Project, provided the Vendor was competitively selected for the Pilot Project.

### **3-113 Emergency Procurements**

In the event of an Emergency, the Chief Procurement Officer may make or authorize an Emergency Procurement, provided that Emergency Procurements shall be made with as much competition as practicable under the circumstances. A written Determination of the basis for the Emergency and for the selection of the particular Vendor shall be included in the Procurement file.

For purposes of this Section 3-113, an "Emergency" means any one of the following:

- (a) a reasonably unforeseen breakdown in machinery;
- (b) an interruption in the delivery of an essential governmental service or the development of a circumstance causing a threatened curtailment, diminution, or termination of an essential service;
- (c) the development of a dangerous condition causing an immediate danger to the public health, safety, or welfare or other substantial loss to JEA;
- (d) an immediate danger of loss of public or private property;
- (e) the opportunity to secure significant financial gain, to avoid delays to any Governmental Entity or avoid significant financial loss through immediate or timely action; or (f) a valid public emergency certified by the Chief Executive Officer.

#### **Please provide the following information:**

1. **Vendor Name:**

Bently Nevada, (Baker Hughes)

---

2. **Description of Services or Supplies provided by Vendor:**

Existing System 1, Software, Six Enterprise Servers (5 NGS, 1 CT Groups facilities), and Data scanning modules Upgates to meet new requirements and replace out dated equipment.

---

---

---

3. **Certification:**

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

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

**Single Source Procurement.** Please state which subsection of Section 3-112 above applies to this Single Source Procurement: (b) the Supplies or Services must be a certain type, brand, make or manufacturer due to the criticality of the item or compatibility with a JEA utility system, and such Supplies or Services may not be obtained from multiple sources such as distributors.

OR

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

Marty Nelson  
Signature of JEA Business Unit Manager

15 NOV 22  
Date

Marty Nelson  
Name of JEA Business Unit Manager

**This certification shall be attached to the Purchase Order when it is routed for approval. A Single Source or Emergency Procurement shall be reported to the JEA Board in accordance with Section 1-110 of the JEA Procurement Code.**

**Terms & Conditions**  
**for**  
**Specialized Services & Engineered Equipment**  
**Agreement between JEA and Bently Nevada**

October 24, 2012

## **1. SECTION TITLE: DEFINITIONS [JEA-511]**

### **1.1. Definitions [JEA-C457]**

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

### **1.2. Definition: Acceptance [JEA-C221]**

JEA's written notice by the Contract Administrator to the Company that all Work as specified in the Contract has been completed. Approval or recognition of the Company meeting a Milestone or interim step does not constitute Acceptance of that portion of Work. Acceptance is only applicable to the entirety of Work as specified in the Contract. Acceptance does not in anyway limit JEA's rights under the Contract.

### **1.3. Definition: Addendum/Addenda [JEA-C222]**

A change or changes to the Solicitation issued in writing by the JEA Procurement Department and incorporated into the Solicitation and Contract Documents.

### **1.4. Definition: Award [JEA-C225]**

The issuance of a Contract by the JEA Procurement Department to the Company notifying the Company that it has been authorized by JEA to perform the Work.

### **1.5. Definition: Bid Document [JEA-C226]**

The section of the Solicitation titled Bid Document, completed in its entirety and in accordance with the Solicitation, and submitted to JEA as the Company's offer which includes Bid forms, certifications and other required submittals.

### **1.6. Definition: Bid or Proposal [JEA-C228]**

The document describing the Bidder's offer submitted in response to this Solicitation. Bid and Proposal shall be considered synonymous for the purpose of this Agreement.

### **1.7. Definition: Bid Price [JEA-C229]**

The total dollar amount of the Bidder's offer including, but not limited to, all labor, materials, overheads, profits, other expense, and any and all other cost items incurred by the Bidder in successfully performing the Work in accordance with the Contract Documents.

### **1.8. Definition: Bid Section [JEA-C227]**

The office located at 21 West Church Street, Jacksonville, FL, on the first floor of the JEA Tower building, and where Bids are administered and received.

### **1.9. Definition: Bidder or Proposer [JEA-C230]**

The respondent to this Solicitation. Bidder and Proposer shall be considered synonymous for the purpose of this Solicitation.

### **1.10. Definition: Change Order [JEA-C231]**

A written order issued by the JEA Procurement Department after execution of the Contract to the Company signed by the Contract Administrator or his designated representative and authorizing an addition, deletion, or revision of the Work, or an adjustment in the Contract Price or the Contract Time. Change Orders do not authorize expenditures greater than the monies encumbered by JEA, which is shown on the associated Contracts. An executed Change Order resolves all issues related to price and time for the work included in the Change Order.

### **1.11. Definition: Company [JEA-C232]**

The legal person, firm, corporation or any other entity or business relationship with whom JEA has executed the Contract. Where the word "Company" is used it shall also include permitted assigns. Contractor and Company shall

be considered synonymous for the purpose of the Agreement.

**1.12. Definition: Company Representative** [JEA-C233]

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

**1.13. Definition: Company Supervisor** [JEA-C234]

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

**1.14. Definition: Contract** [JEA-C235] \*\*\*

The agreement between the Company and JEA as evidenced by this Agreement including Exhibits.

**1.15. Definition: Contract Administrator** [JEA-C236]

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

**1.16. Definition: Contract Documents** [JEA-C237]

Contract Documents means the Contract and any written Change Orders, amendments executed by JEA.

**1.17. Definition: Contract Price** [JEA-C238]

The total amount payable to the Company under the Contract, as set forth in Exhibit A.

**1.18. Definition: Contract Time**

[JEA-C239]

The number of calendar days or the period of time from when the written Notice to Proceed is issued to the Company, to the date Company has agreed to complete the Work, as set forth in the Contract Documents.

**1.19. Definition: Defect** [JEA-C242]

Work that fails to meet the requirements of the Contract Documents.

**1.20. Definition: Final Completion** [JEA-C246]

The point in time the Company has fulfilled all requirements of the Contract Documents and Statement of Work.

**1.21. Definition: Holidays** [JEA-C247]

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

**1.22. Definition: Invoice** [JEA-C249]

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

**1.23. Definition: JEA** [JEA-C250]

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

**1.24. Definition: JEA Representatives** [JEA-C253]

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

**1.25. Definition: Milestone** [JEA-C254]

A point in time representing a key or important intermediate event in the Work. A Milestone is to be capable of validation by meeting all of the items prescribed in a defining checklist as agreed to in writing by JEA.

**1.26. Definition: Overtime** [JEA-C256]

Work approved in writing by the Contract Administrator that is required to be performed beyond an employee's scheduled workday or work week, including Work performed on Holidays.

**1.26. Definition: Payment and Performance Bond** [JEA-C257] **NOT USED.**

**1.27. Definition: Performance - Acceptable Performance/Performer** [JEA-C258]

The Company averages more than 2.80 and less than 4.0 across all performance scorecard evaluation metrics, and does not receive a score of less than 2.0 on any metric.

**1.28. Definition: Performance - Top Performance/Performer** [JEA-C259]

The Company averages 4.0 or more across all scorecard evaluation metrics and does not receive a score of less than 4.0 on any one metric. Continuous performance for six months or more at Top Performance, or intermittent performance on at least three Contracts performed over at least a six-month period at Top Performer levels, qualifies the Company for designation as a JEA Blue Ribbon Vendor. JEA Blue Ribbon Vendors receive special promotional recognition from JEA

**1.29. Definition: Performance - Unacceptable Performance/Performer** [JEA-C260]

The Company averages less than 2.80 across all scorecard evaluation metrics, or scores a 1.0 on any one metric regardless of average, or receives a score of 2.0 on the same metric on two sequential performance evaluations.

**1.30. Definition: Pre-Work Meeting** [JEA-C261]

A meeting conducted after Award and prior to the start of any Field Work between JEA and the Company. The purpose of the meeting may include, but is not limited to orientation, schedule, certification and permitting, and other preparatory or Work execution details.

**1.31. Definition: Contract** [JEA-C263]

A Work authorization document issued by the JEA Procurement Department with the words "Contract" clearly marked across the top, a Contract number used for reference shown on the front, a description of the Work or a listing of the applicable Contract Documents, an authorized JEA signature and stating the amount of lawfully authorized funds. Contract Orders are the only documents that authorize changes to the total amount authorized on the Contract.

**1.32. Definition: Quality Assurance** [JEA-C265]

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

**1.33. Definition: Quality Control** [JEA-C266]

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

**1.34. Definition: Solicitation** [JEA-C270]

The document (which may be electronic) issued by the JEA Procurement Department to solicit Bids or Proposals from Bidders that includes the Bid Document, samples of documents and Addenda.

**1.35. Definition: Subcontractor** [JEA-C271]

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

**1.36. Definition: Substantial Completion** [JEA-C272]

The time when JEA determines that the Work (or a specified part thereof) is sufficiently complete to be utilized for the purposes for which it is intended or ready for JEA or other contractors to perform subsequent portions of the Work. Recognition of the Work as Substantially Complete, as evidenced by issuance of a Certificate of Substantial Completion, does not represent JEA's Acceptance of the Work.

**1.37. Definition: Summary Schedule** [JEA-C273]

A diagram displaying the Milestones for the Work graphically positioned on a timeline, showing at a minimum the calendar dates on which each Milestone is scheduled to be completed for Acceptance.

**1.38. Definition: Term** [JEA-C274]

The period of time during which the Contract is in force, from formal notice of Award to Final Completion, or termination, or until the Maximum Indebtedness is reached of any Contract or Statement of Work issued pursuant to the terms of this Agreement, whichever occurs first. In some cases, and as expressly stated, some of the Contract requirements may extend beyond the Term of the Contract.

**1.39. Definition: Unit Prices** [JEA-C275]

The Bidder's charges, rounded to the nearest cent, to JEA for the performance of each respective unit of Work as defined on the Bid Documents for all items required for successfully performing the Work through Acceptance.

**1.40. Definition: Work** [JEA-C276]

Work includes all Services (defined as inspection, testing, technical direction, installation and/or repair services, all as further defined in the Contract Documents), Parts (defined as materials, tools, and equipment, all as specifically listed in the Contract Documents), and responsibilities to be furnished or performed by the Company under the Contract, together with all other additional necessities that are not specifically recited in the Contract, but can be reasonably inferred as necessary to complete all obligations and fully satisfy the intent of the Contract.

**1.41. Definition: Work Location** [JEA-C277]

The place or places where the Work is performed, excluding the properties of the Company and/or the Subcontractor(s).

**2.. SECTION TITLE: ACCEPTANCE** [JEA-512]

**2.1. Acceptance of Services - After Receipt, Inspection, Usage and Testing** [JEA-C279] \*\*\*

The Contract Administrator will make the determination when Work is completed and there is Acceptance by JEA. Acceptance will be made by JEA only in writing, and after adequate time to ensure Work is performed in accordance with Contract Documents. JEA will reject any items delivered by Company that are not in accordance with the Contract, and shall not be deemed to have accepted any items until JEA has had reasonable time to inspect them following delivery but not to exceed fourteen (14) business days. JEA may partially accept the Work items. If JEA elects to accept nonconforming items, it may in addition to other remedies, be entitled to deduct a mutually acceptable amount from the price as compensation for the nonconformity. Any Acceptance by JEA, even if non-conditional, shall not be deemed a waiver, or settlement or acceptance of any Defect.

The Acceptance Requirements for Parts, Products or Services shall be specified in the specific Statements of Work issued pursuant to the term of this Agreement.

**2.2. Acceptance of Parts Delivery**

The Contract Administrator will make the determination when the Work is completed and there is Acceptance by JEA. Acceptance will be made by JEA only in writing to ensure Work is performed in accordance with Contract Documents. If written notice is not received from JEA within 48 hours after delivery, the parts will be deemed Accepted. JEA will reject any items delivered by Company that are not in accordance with the Contract, JEA may partially accept the Work items.. Any Acceptance by JEA, even if nonconditional, shall not be deemed a waiver, or settlement or acceptance of any Defect.

### **3. SECTION TITLE: PRICE & PAYMENTS [JEA-513]**

#### **3.1. Certificate of Contract Completion and Final Payment [JEA-C281]**

The Company shall complete and submit to JEA the Certificate of Contract Completion as notice that the Work, including the correction of all deficiencies, is complete. By submitting the certificate, the Company certifies the following:

that the Work has been satisfactorily completed;  
that no liens have attached against the property and improvements of JEA;  
that no notice of intention to claim liens are outstanding;  
that no suits are pending by reason of the Work;  
that all workers' compensation claims known to the Company have been reported to JEA;  
that the surety provides a release; and

The Company shall submit its final Invoice if applicable, with the completed Certificate of Contract Completion. JEA shall make final payment on the Contract in accordance with the provisions of the Contract.

#### **3.2. Invoicing and Payment Terms [JEA-C474]**

The Company shall submit all Invoices in accordance with the payment method agreed upon in these Contract Documents. JEA will pay the Company the amount requested within 30 calendar days after receipt of an Invoice from the Company subject to the provisions stated herein.

JEA may reject any Invoice or Application for Payment within 20 calendar days after receipt. JEA will return the Invoice or Application for Payment to the Company stating the reasons for rejection. Upon receipt of an acceptable revised Invoice or Application for Payment, JEA will pay the Company the revised amount within 10 days.

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 Company. If the parties determine that the sum of all previous payments and credits exceeds the sum due the Company, the Company shall refund the excess amount to JEA within 10 days of determination or written notice.

#### **3.3. Jacksonville Small and Emerging Business (JSEB) - Invoicing and Payment [JEA-C291]**

Not Used.

#### **3.4. Payment and Performance Bond [JEA-C284]**

NOT USED.

#### **3.5. Payment Method - Progress Payments**

Upon Acceptance of the Work by the JEA Representative, the Company shall submit to JEA an Invoice for the amount/percentage corresponding to schedule below:

Payments will be determined per specific project and stated in each specific Statement of Work.

#### **3.6. Taxes [JEA-C292]**

JEA is authorized to self-accrue the Florida Sales and Use Tax (Direct Payment Certificate Number 0138) and is exempt from Manufacturer's Federal Excise Tax when purchasing tangible personal property for its direct consumption.

Work is exempt from Florida Sales and Use Tax due to performance for multifuel generation facilities, JEA will provide the Company affidavit of such and the Company shall not include the price in its Bid.

Company shall be responsible for all corporate taxes measured by net income due to performance of or payment for work under this Agreement ("Company Taxes"). JEA shall be responsible for all taxes, duties, fees, or other

charges of any nature (including, but not limited to, consumption, gross receipts, import, property, sales, stamp, turnover, use, or value-added taxes, and all items of withholding, deficiency, penalty, addition to tax, interest, or assessment related thereto, imposed by any governmental authority on JEA or Company or its subcontractors) in relation to the Contract or the performance of or payment for work under the Contract other than Company Taxes ("JEA Taxes"). The Contract Price does not include the amount of JEA's Taxes. If JEA deducts or withholds JEA Taxes, JEA shall pay additional amounts so that Company receives the full Contract Price without reduction for JEA Taxes. JEA shall provide to Company, within one month of payment, official receipts from the applicable governmental authority for deducted or withheld taxes.

#### **4. SECTION TITLE: PERFORMANCE [JEA-514]**

##### **4.1. Company Representatives [JEA-C298]**

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

##### **4.2. Completion of Work (PO) [JEA-C425]**

The Company shall begin Work within 10 days per the date found on the agreed upon Contract or Purchase Order, depending on the Statement of Work dollar value, from JEA to begin Work, and shall complete the Work by the date set forth in the Contract Documents. The Company further understands and agrees that time is of essence if the contract document establishes for liquidated damages. These damages shall be Company's sole and exclusive liability for failure to achieve the guaranteed value above. JEA shall have no right of set-off or termination with respect to liquidated damages.

##### **4.3. Emergency Events [JEA-C306]**

In the event that a system-wide emergency arises during the Term of this Contract for which JEA requires assistance from the Company including, but not limited to, severe storms, large-scale fires, floods, and terrorist attacks, the Company acknowledges the importance of JEA infrastructure and agrees to support restoration efforts of JEA. The Contract Administrator shall notify the Company when an emergency event occurs. In the event conditions are such that an emergency event is likely in progress, but the Company has not been notified by the Contract Administrator, the Company shall make all efforts to contact a JEA Representative to determine if and how it should respond. JEA agrees to reimburse the Company per the Company's current published rates, as a result of supporting JEA during the emergency event.

##### **4.4. Licenses [JEA-C314]**

The Company shall comply with all licensing and/or certification requirements pursuant to applicable laws, rules and regulations in effect on the Effective Date of the Contract. The Company shall secure all licenses as required for its performance of the Work and shall pay all fees associated with securing them. The Company shall produce written evidence of licenses and other certifications immediately upon request from JEA.

##### **4.5. Limitation of Accuracy of Informational Materials [JEA-568]**

**NOT USED.**

##### **4.6. Pre-Work Meeting and Progress Meetings [JEA-C320]**

Before starting the Field Work, a meeting may be held to review procedures for the Work, review the Work schedule, establish procedures for invoicing, approving Invoices and making payments, and establish a working relationship between JEA and the Company.

The Contract Administrator may, at his or her discretion, request Pre-Work Meetings to be held prior to start of any Field Work. Such meeting(s) shall be attended by the Company Representative. The Contract Administrator will notify the Company in writing of the meeting time and location at least one week prior to the meeting date. In addition, construction progress meetings will be held at a frequency as determined by JEA, but shall not be more often than once per week. Such meeting(s) shall be attended by the Company's project manager and may be addressed by a conference call.

#### **4.7. Reporting [JEA-C325]**

The Company shall provide the reports as defined in the Contract Documents.

Where the reporting frequency is daily, reports shall be submitted by noon of the following workday. Where the reporting frequency is weekly, reports are due by Monday at noon, covering the prior workweek. Where Monday is a Holiday, the reports are due at noon on the next workday. Where reports are due monthly, reports are due by noon on the first business day of each month. Sample forms for reports may be included in the Contract Documents. Where they are included they are to be used. Where they are not included, the Company shall provide a sample of its proposed report format for each report to the Contract Administrator at least one-week prior to its initial due date. The Contract Administrator will review and either approve or reject use of the report. Where proposed report is rejected, Company shall resubmit revised report formats, until Contract Administrator approves format. Reporting cycle shall begin upon PO date, or, if used, date of Notice to Proceed.

Where the Contract calls for reports to be submitted by Company, such reports shall be in both paper and electronic format, with the electronic version submitted electronically via email to the Contract Administrator.

#### **4.8. Safety and Protection Precautions [JEA-C329]**

The Company shall comply with all applicable federal, state and local laws, ordinances, all JEA procedures and policies, all as in effect on the Effect date of the Contract, including JEA's Contractor Safety Management Process (available at JEA.com), and orders of any public body having jurisdiction for the safety of persons or protection of property. The Company understands and agrees that violation of any provision of this clause is grounds for immediate termination of the Contract pursuant to Section 6.12.3.

The Company shall only use those Subcontractors for site Work who have met JEA Safety Prequalification requirements per the JEA Contractor Safety Management Process. The Company shall ensure that Subcontractors and their personnel have all the necessary personal protective equipment and training needed to perform Work safely.

The Company understands and agrees that JEA Representatives may stop Work at any time that JEA, at its sole discretion, considers the Company's on-site Services Work to be unsafe or a risk to property, and to direct the Company to, at a minimum, perform as directed in such a way as to render the Work environment safe. The parties shall take reasonable measures to provide a safe work environment. The Company further understands and agrees that it is solely responsible for the safety of personnel and property associated with the Work, and that any actions taken by JEA to prevent harm to persons or damage to equipment does not, in any way, relieve the Company of this responsibility.

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

The Company shall notify the police and fire departments as to its Work Location in order to ensure prompt response in an emergency.

#### **4.9. Schedules - Milestone [JEA-C331]**

The Company shall submit a Summary Schedule as applicable and defined in the specific Statement of Work to JEA prior to starting the Work indicating the starting and completion dates of the major activities of the Work. The Company shall update the Summary Schedule at least once per week and submit the updated Summary Schedule weekly to the Contract Administrator.

#### **4.10. Storm Preparedness [JEA-C462]**

In the event of a Hurricane Warning, Tropical Storm Warning, or other large storm affecting the Work Location, the Company shall secure, or shall remove and store Company's equipment and materials at the Work Location including, but not limited to, cones, barricades, lights and signs. The Company shall begin taking such precautions as necessary to secure the Work Location upon official issuance of mandatory evacuation of the area of the Work Location and no later than 24 hours prior to predicted arrival of tropical storm or hurricane force winds, or when notified by a JEA Representative to do so. These activities are not considered a regular part of the Work. Company will be given both schedule relief and compensation for performing these activities, regardless of the frequency they

are required.

#### **4.11. Unforeseen Conditions [JEA-569]**

The Company understands and agrees that it is its responsibility to conduct due diligence prior to the Work. Such due diligence includes verifying all Work conditions, measurements and dimensions, the accuracy of drawings, test results, inspections and other informational materials provided in the Contract Documents, and any other causes for existing or potential changes to the Work prior to initiating the Work. Notwithstanding the foregoing, if it is determined that Site conditions materially differ from representations or generally observable conditions and cause an increase in Company's cost of, or the time required for, performance of any part of the Contract, an equitable adjustment in price and time for performance shall be made and the order modified in writing accordingly. In the event that the Work must be changed due to the Company's failure to fulfill the above requirements, the Company understands and agrees that it will be responsible for all Company's costs associated with the changed condition.

In the event, however, that the Company exercises the requisite due diligence and a change to the Work becomes necessary resulting from conditions that are clearly unforeseen and that could not have been discovered, the costs for adjusting the Work in response to such unforeseen conditions shall be addressed as stated herein in.

#### **4.12. Vendor Performance Evaluation [JEA-C338]**

##### Use of Vendor Performance Evaluation Scorecards

JEA may evaluate the Company's performance using the evaluation criteria shown on the vendor scorecard available at JEA Procurement Bid Section, JEA Tower Suite 103, 21 W. Church Street, Jacksonville, FL 32202 or online at JEA.com. Scores for all metrics shown on the evaluation range from a low of 1, meaning significantly deficient performance, to a high of 5, meaning exceptionally good performance. The Company's performance may be classified as Top Performance, Acceptable Performance, or Unacceptable Performance, as defined herein. The evaluator will be a designated JEA employee or JEA contractor familiar with the performance of the Company. The evaluator's supervisor and the Chief Purchasing Officer will review deficient performance letters and Unacceptable Performance scorecards, as described below, prior to issuance. When evaluating the Company's performance, JEA will consider the performance of the Company's Subcontractors and suppliers, as part of the Company's performance.

##### Frequency of Evaluations

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

##### Unacceptable Performance

If at any time, JEA determines, using the criteria described on the scorecard, that the performance of the Company is Unacceptable, the Contract Administrator and Chief Purchasing Officer or his designated alternate will notify the Company of such in a letter. The Company shall have 10 days to respond to the Contract Administrator. Such response shall include, and preferably be delivered in-person by an officer of the Company, the specific actions that the Company will take to bring the Company's performance up to at least Acceptable Performance.

Within 30 days from date of the first Unacceptable Performance letter, the Contract Administrator and Chief Purchasing Officer or his designated alternate will notify the Company by letter as to whether its performance, as determined solely by JEA, is meeting expectations, or is continuing to be Unacceptable. If the Company's performance is described in the letter as meeting expectations, no further remedial action is required by the Company, as long as Company's performance continues to be Acceptable.

If the Company's performance as described in the letter continues to be Unacceptable, or is inconsistently Acceptable, then the Company shall have 15 days from date of second letter to demonstrate solely through its performance of the Work, that it has achieved Acceptable Performance. At the end of the 15-day period, JEA will prepare a scorecard documenting the Company's performance from the start of Work, or date of most recent scorecard, whichever is latest, and giving due consideration to improvements the Company has made in its performance, or has failed to make. If the scorecard shows Company's performance is Acceptable, then no further remedial action is required by Company as long as Company's performance remains Acceptable. If the scorecard

shows the Company's performance is Unacceptable, JEA will take such actions as it deems appropriate including, terminating the Contract for breach, and/or suspending the Company from bidding on any JEA related solicitations.

In the event that the Contract Term or the remaining Term of the Contract does not allow for the completion of the deficient performance notification cycles described above for those in danger of receiving an Unacceptable Performance scorecard, JEA may choose to accelerate these cycles at its sole discretion.

If the Company receives five or more letters of deficiency within any 12 month period, then JEA will prepare a scorecard describing the deficiencies and the Company's performance will be scored as Unacceptable.

#### Acceptable Performance

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

#### Top Performance

Where the Company is able to demonstrate consistent Top Performance for a period of not less than six months, JEA shall recognize the Company, by inducting the Company as a JEA Blue Ribbon Supplier. JEA Blue Ribbon Suppliers are, to the extent reasonably possible and practical, provided preferential consideration when awarding emergency-related work that cannot be competitively publicly bid. JEA Blue Ribbon Suppliers, may also be subject to consideration for a reduction in lower retainage and bonding requirements after Award, as determined by the Chief Purchasing Officer at the time of Award.

#### Disputes

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

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

#### **4.13. Work Schedules [JEA-C353]**

The Approved Schedule, as defined in the Contract Documents, is established on the basis of working five days per week, single shift, eight hours per day or four days per week, single shift, 10 hours per day or as stated in a specific Statement of Work. JEA may require the Company to base its schedule on an accelerated Work schedule or multiple shifts. The Company shall not schedule work on Holidays without obtaining prior written approval from JEA.

The Company shall increase or supplement its working force and equipment and perform the Work on an Overtime or multiple shift basis when directed by JEA and upon notification that the Company is behind schedule if the delay is due solely to the Company and the delay is not otherwise excused under this Contract. . The Company shall submit a revised schedule in writing demonstrating the Company's schedule recovery plans.

The Company understands and agrees that the rate of progress set forth in the Approved Schedule already allows for ordinary delays incident to the Work. No extension of the Contract Time will be made for ordinary delays, inclement weather, or accidents, and the occurrence of such events will not relieve the Company from requirement of meeting the Approved Schedule. The Company will be given schedule relief when the delays are caused by JEA or any of JEA's agents or other contractors. If JEA requests schedule delays for their convenience, Company will be given schedule and price relief for these delays.

#### **5. SECTION TITLE: JEA FURNISHED ITEMS [JEA-516]**

**5.1. Conditions of Provisioning [JEA-C356]**

The Company understands and agrees that it shall be solely responsible for providing everything necessary to perform the Work and to be in full compliance with the Contract Documents, except for those items specifically listed herein as being provided by JEA.

**5.2. Access to Work Locations [JEA-357]**

JEA will provide, as indicated in the Contract Documents, and no later than the date when needed by the Company, access to the Work Location, including rights-of-way or access thereto, and such other lands that are designated for the Company's use. JEA will secure easements for permanent structures or permanent changes in existing facilities, unless otherwise specified in the Contract Documents.

**6. SECTION TITLE: FREIGHT, SHIPPING & STORAGE [JEA-517]**

**6.1. Shipping - FOB Destination [JEA-C149]**

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

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

**6.2. Title and Risk of Loss [JEA-C154]**

Ownership, risks of damage to or loss of the Work shall pass to JEA as defined Incoterms 2010 upon delivery.

JEA's receipt or delivery of any equipment or other materials will not constitute JEA's Acceptance of the Work and will not constitute a waiver by JEA of any right, claim or remedy. In the event of loss or damage to the Work to the extent caused by Company, the Company shall bear all costs associated with any loss or damage until Delivery of Parts to JEA's Work Site and/or Acceptance of Services by JEA .

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

**7. SECTION TITLE: INSURANCE & INDEMNITIES [JEA-518]**

**7.1. Mutual Indemnification & Limitation of Liability**

Company shall hold harmless, indemnify, and defend JEA against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including 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 Company and any person or entity used by Company in the performance of this Contract or Work performed thereunder.

JEA shall likewise indemnify, hold harmless, and defend the Company 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 JEA and any person or entity used by JEA while engaged in activities related to this Contract.

For purposes of Company's indemnity obligation, no part of the Work or JEA Site is considered third party property.

In the event such damage or injury is caused by the joint or concurrent negligence of JEA and/or the Company, 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 Company'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 Company 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 customers for such damages.

The preceding limitations of liability of Company shall not be applicable to: (i) to the claims for personal injury to third parties or (ii) claims for damage to third party property, (iii) claims for liquidated damages to the extent specified in this Agreement.

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.

**7.2. Insurance Requirements [JEA-C159] \*\*\***

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

<u>Schedule</u>	<u>Amount</u>
<u>Workers' Compensation</u> Florida Statutory coverage and Employer's Liability (including appropriate Federal Acts)	Statutory Limits (Workers' Compensation) \$500,000 each accident (Employer's Liability)
<u>Commercial General Liability</u> Premises-Operations Products-Completed Operations Contractual Liability Independent Contractors Broad Form Property Damage Explosion, Collapse and Underground Hazards (XCU Coverage) as appropriate	\$1,000,000 each occurrence \$2,000,000 annual aggregate for bodily injury and property damage, combined single limit
<u>Automobile Liability</u> All autos-owned, hired, or non-owned	\$1,000,000 each occurrence, combined single limit

Excess or Umbrella Liability

\$2,000,000 each occurrence and annual aggregate

Company's Commercial General Liability and Excess or Umbrella Liability policies shall be effective for two years after Work is complete. The above Indemnification and Limitation of Liability provisions are separate and are not limited by the type of insurance or insurance amounts stated above.

Company shall specify JEA as additional insured, but only to the extent of Company's indemnity obligations, for all coverage's except Workers' Compensation and Employer's Liability, but only to the extent of Company's indemnifications obligations as stated herein. Such insurance shall be primary to any and all other insurance or self-insurance maintained by JEA. Company shall include a Waiver of Subrogation on Commercial General and Automobile Liability and their associated Excess/Umbrella policies insurance in favor of JEA, but only to the extent of Company's indemnity obligations, its governing board, officers, employees, agents, successors and assigns to the extent protections are provided such parties as additional insureds.

Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to JEA. Prior to commencing any Work under this Contract, certificates evidencing the maintenance of the insurance shall be furnished to JEA for approval. The insurance certificate shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until 30 days after receipt of written notice by JEA. Failure by JEA to demand such certificates or other evidence of full compliance with these insurance requirements or failure of JEA to indemnify deficiencies from evidence provided, shall not be construed as a waiver of the Company's obligation to maintain such insurance. If the Company fails to maintain the insurance as set forth herein, the Company understands and agrees that JEA will have the right, but not the obligation, to purchase said insurance at the Company's full expense, including administrative and other costs incurred by JEA. Alternately, the Company's failure to maintain the required insurance may result in termination of the Contract. For all coverages required to remain in full-force after the Contract Term, the Company shall provide additional certificates as necessary to evidence such continuation, at anytime during the stipulated coverage period.

Company's certificates of insurance shall be mailed to JEA (Attn. Procurement Services), Customer Care Center, 6<sup>th</sup> Floor, 21 West Church Street, Jacksonville, FL 32202-3139.

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

**8. SECTION TITLE: CHANGES TO WORK [JEA-519]**

**8.1. Change in the Work [JEA-C164]**

To request or claim any change in the Work including, but not limited to change in scope, quantities, pricing, or schedules, the Company shall submit a letter to the Contract Administrator stating such request or claim. JEA shall have the right to approve or disapprove any request or claim for change as it deems necessary and in its best interests consistent with the other Contract requirements. Whether requested by the Company, claimed by the Company, or contemplated by JEA, no change shall be authorized unless made on a JEA Change Order signed by the Contract Administrator or through a formal written amendment to this Contract.

In the event of an emergency endangering life or property where it is appropriate for the Company to take action, the Company shall undertake such actions to preserve life and property. JEA and the Company will determine after emergency is concluded, the extent of out-of-scope work performed by Company, and the Contract Administrator will issue a Change Order or amend the Contract for such work, if any and as necessary.

All requests for changes filed by the Company shall be in writing delivered to the Contract Administrator within 10 working days of when the event that prompted the claim was discovered. Upon receipt of the Company's claim notification, Contract Administrator will provide written direction as to the procedures that will be used to address the request. The Company's request shall be sufficiently detailed including itemized costs, condition and work descriptions and other information necessary to evaluate the merits of the claim. The Contract Administrator may reject requests providing insufficient supporting information. Any change in the Contract resulting from the request will be incorporated into the Contract via a Change Order or Purchase Order.

Prior to the Change Order being performed the value of work covered by a Change Order using one of the following methods:

- a. Where the work is covered by established Unit Prices contained in the Contract, the Unit Price will be applied to the quantity of work,
- b. By mutual acceptance of lump sum price,
- c. By actual cost and a mutually acceptable fixed amount for overhead and profit, or

Where Bid Price was based on estimates quantities, prior to making final payment, JEA will determine actual quantities using sampling, surveying and other industry recognized means and prepare a Change Order adjusting the price to reflect actual volumes.

The Company shall immediately notify the Contract Administrator in writing of any unauthorized change in the scope of the Work or significant change in the quantities of the Work that may increase the Contract Price, require an extension of Work schedule, or negatively impact permitting or other regulatory requirements.

The Work schedule may be changed only by a Change Order or Contract. The Company's request or claim for a Work schedule adjustment shall be in writing delivered to the Contract Administrator within five working days following the discovery of the event that prompted the claim. Where accepted by JEA, changes to Work schedule will only adjust for critical path impacts. Failure to include the necessary critical path analysis with request shall be grounds for rejecting the claim. The path of critical events mentioned herein means the series of interdependent Work events that must be sequentially performed and that require a longer total time to perform than any other such series. Upon receipt of the Company's request for a change in the Work schedule, the Contract Administrator will provide any additional directions in writing detailing the procedures that will be used to resolve the request, including provision of time impact or manpower and equipment loading schedules. Where JEA and the Company are unable to reach a mutually acceptable resolution of request, JEA will make a commercially reasonable determination, made in accordance with JEA's Purchasing Code, which shall be final.

All Work defined on Change Orders shall be subject to the conditions of the Contract, unless specifically noted on the Change Order.

### **8.2. Company Review of Project Requirements [JEA-C165]**

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

### **8.3. Delays [JEA-C160]**

The Company agrees that its exclusive remedy for any claims, damages or losses related to any direct delay, disruption or hindrance directly caused by JEA or any of JEA's agents or other contractors, shall be an extension of the Contract completion date and reasonable additional compensation.

Any demand for equitable adjustment must be served in writing to JEA within five days of the event giving rise to any delay, disruption or hindrance. Any request for an equitable adjustment shall be accompanied by a logical time impact analysis, demonstrating the nature and magnitude of the event to the critical path. There shall be no recovery for home office overhead and any damages claimed shall be proven by discreet accounting of direct project costs and no theoretical formula or industry estimating reference manuals shall be permissible.

Failure to strictly comply with these requirements shall be deemed a waiver of any right to seek equitable adjustment.

**8.4. Notification of Surety** [JEA-C167]  
NOT USED.

**8.5. Suspension of Work** [JEA-C477]

JEA may suspend the performance of the Work rendered by providing the Company with five days written notice of such suspension. Schedules and payments for performance of the Work shall be amended by mutual agreement to reflect such suspension.

**9. SECTION TITLE: LABOR (Services Work Only)** [JEA-520]

**9.1. Company's Labor Relations** [JEA-C169]

The Company shall negotiate and resolve any disputes between the Company and its employees, or anyone representing its employees. The Company shall immediately notify JEA of any actual or potential labor dispute that may affect the Work and shall inform JEA of all actions it is taking to resolve the dispute.

**9.2. Minimum Qualifications of Company Personnel** [JEA-C170]

All Company personnel shall be at a minimum qualified for the tasks they are assigned. All Company personnel shall be able to read, write, speak and understand English. All Company personnel shall act in a professional manner, with due sensitivity to other persons at the Work Location. If JEA, at its sole discretion, determines that a Company person is unqualified, unfit, or otherwise unsuitable for the tasks assigned, the Company shall immediately stop the person from performing the tasks, and replace the person with a qualified individual. The Company shall pay all costs associated with replacing the unqualified person including, but not limited to, termination, recruiting, training, and certification costs.

The Company personnel assigned supervisory roles, and those with increased authority shall be held to strict scrutiny of their qualifications and suitability for their positions. In addition to the other provisions of this clause, the Company shall provide written documentation as to experience, education, licenses, certifications, professional affiliations, and other qualifications of the individual, within one day of request from the Contract Administrator. Any changes to such personnel after approval shall require the written permission of the Contract Administrator.

**9.3. Nondiscrimination** [JEA-C171]

The Company represents that it has adopted and will maintain a policy of nondiscrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employee relations, throughout the Term of this Contract. .

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

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

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

**9.4. Payment of Overtime** [JEA-C172] NA

**9.5. Scheduling of Overtime at JEA's Work Location** [JEA-C173]

Whenever the Company schedules Work beyond eight hours per day for a five day week, beyond 10 hours per day for a four day week, beyond 40 hours per week, or on Saturdays, Sundays, or Holidays, then the Company shall arrange, in advance, for the JEA Representative to inspect the Work performed during Overtime. The Company shall not perform Overtime Work or after-hours Work without a JEA Representative at the Work Location or available to perform the inspections, as directed by the Contract Administrator. Except where JEA has requested the Company schedule Overtime to perform additional Work, the Company shall reimburse JEA for any additional costs

associated with JEA Representatives' Overtime pay if mutually agreed to by the parties.

**9.6. Show-Up Pay** [JEA-C174]

In the event that inclement weather prevents the Company from performing Work, the Company may be obligated to pay its crew a show-up pay. The Company shall be solely responsible for providing this pay.

**10. SECTION TITLE: RIGHTS & REMEDIES** [JEA-521]

**10.1. Offsets** [JEA-C176]

In case the Company is in violation of any requirement of the Contract, JEA may, with written notice to Company, withhold payments that may be due the Company, and may offset existing balances with any JEA incurred costs against funds due the Company under this Contract with JEA, as a result of the violation, or other damages as allowed by the Contract Documents but no more than 10% of the total Contract price unless otherwise agreed upon by the parties-

**10.2. Proprietary Information** [JEA-C178]

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

**10.3. Right to Audit and Financial Reporting** [JEA-C327]

For all work provided by Company on a time-and-materials or cost-reimbursable basis hereunder, Company shall maintain

(i) time sheets reflecting labor used in connection with Company's performance of the services included in the work, (ii) invoice records of third party materials used in connection with the work performed by Company and (iii) Company price lists containing fixed prices for Products provided by Company in the performance of the work (collectively, the "Reviewable Records"). Upon written request from JEA no fewer than fifteen (15) business days in advance, Company shall make available the Reviewable Records for review by JEA or a mutually agreeable accounting firm during the term of this Contract and for a period of two years following the date of Company's receipt of final payment for the work. JEA is responsible for all expenses incurred in connection with any such review or audit that exceed more than two (2) business days. JEA shall not have the right to audit the derivation of any fixed or lump sum amounts. All information reviewed or obtained by JEA or its agents in connection with a review or audit conducted hereunder shall be deemed confidential and subject to the confidentiality provisions of 6.17.4 of this Contract.

**11. SECTION TITLE: REPRESENTATIONS & WARRANTIES** [JEA-522]

**11.1. Company's Warranties** [JEA-C473] \*\*\*

The Company warrants to JEA that (i) the Parts shall be free from defects in material, workmanship and title and (ii) the Services shall be performed in a safe, competent, diligent manner, all in conformance with the Contract Documents.

Unless otherwise stated in the Contract Documents, the warranty period for Parts shall be one year from first use or 18 months from delivery of Parts, whichever occurs first, and the warranty period for Services shall be one year from completion of Services.

The Company warrants that the Parts and Services shall conform to all applicable standards and regulations promulgated by federal, state, local laws and regulations, standards boards, organizations of the Department of State, and adopted industry association standards to the manufacture of Products, all as in effect at date of Contract. If the Parts or Services fails to conform to such laws, rules, standards and regulations, JEA may return the Parts for correction or replacement at the Company's expense, or return the Parts at the Company's expense and cancel the Contract. If the Company performs Services that fail to conform to such standards and regulations the Company shall make the necessary corrections at Company's expense To the extent repair, re-performance or replacement

Work is performed by a non-GE approved sub-contractor, such warranty Work shall not be covered under the applicable Warranty provided herein.

### **11.2. Remedies**

If the Parts and/or Services do not meet the above warranties within the applicable warranty period, JEA shall promptly notify Company. Company shall thereupon (i) at Company's option, repair or replace the defective Parts or (ii) re-perform the defective Services. If in Company's reasonable judgment the Parts cannot be repaired or replaced or the Services cannot be re-performed, Company shall refund or credit monies paid by JEA for that portion of Parts or Services that do not meet the the above warranties. Any repair, replacement or reperformance by Company hereunder shall carry warranties on the same terms as described herein, except that the warranty period shall be (a) the remaining balance of the original warranty period, or (b) a period of 18 months from the date of such repair, replacement or reperformance, whichever period ends later. In any event, the warranty period and Company's responsibilities set forth herein for such repair, replacement or reperformance shall end no later than 18 months after expiration of the applicable original warranty period. JEA shall bear the costs of access (including removal and replacement of systems, structures or other parts of JEA's facility), de-installation, decontamination, re-installation and transportation unless such access (including removal and replacement of systems, structures or other parts of JEA's facility), de-installation, decontamination, re-installation and transportation was included in the Work.

These warranties and remedies are conditioned upon (a) proper storage, installation, operation, and maintenance of the Parts and conformance with the proper operation instruction manuals provided by Company; (b) JEA keeping reasonable records of operation and maintenance during the warranty period and providing Company access to those records, and (c ) modification or repair of the Parts or Services only as authorized by Company. Company does not warrant the Parts or any repaired Parts against normal wear and tear or damage caused by misuse, accident, or use against the advice of Company. Any modification or repair of any of the Parts or Services not authorized by Company shall render the warranty null and void.

### **11.3. Exclusive Remedies**

This Section 11.2 provides the exclusive remedies for all warranty claims based on failure of or defect in Parts or Services, whether the failure or defect arises before or during the applicable warranty period. The warranties provided in this Section 11.2 are exclusive and are in lieu of all other warranties and guarantees whether written, oral, implied or statutory. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES.

### **11.4. Company's Knowledge of the Work [JEA-C183]**

The Company represents that the Contract Price and the detailed schedule for the execution of the Work are based on its own knowledge and judgment of the conditions and hazards involved, and not upon any representation of JEA. JEA assumes no responsibility for any understanding or representation made by any of its representatives during or prior to execution of the Contract unless such understandings or representations are expressly stated in the Contract and the Contract expressly provides that JEA assumes the responsibility.

### **11.5. Competent Performance of the Work [JEA-C186]**

The Company represents that it will conduct the Work in a manner and with sufficient labor, materials and equipment necessary to affect a diligent pursuance of the Work through Final Completion. If the Company fails to perform the Work as represented, JEA must first notify and give Company reasonable time and access to correct the Work, then JEA may, at its sole discretion, take charge of the Work and furnish and provide the labor, materials, and equipment necessary to complete the Work as planned within the required time if JEA deems the organization of the Company or its management, or the manner in which Company is performing the Work, to be manifestly incompetent or inadequate to complete the Work as specified.

### **11.6. Performance of the Work [JEA-C189]**

The Company represents and warrants that it has the full corporate right, power and authority to enter into the Contract and to perform the acts required of it hereunder, and that the performance of its obligations and duties hereunder does not and will not violate any Contract to which the Company is a party or by which it is otherwise bound. The Company warrants that all Parts provided under the Contract shall be free from Defect and Services

shall be performed in a professional manner and with professional diligence and skill, consistent with the prevailing standards of the industry. The Company warrants that the Parts and/or Services will meet the functional and performance requirements defined in the Contract.

**11.7. Safety Representation** [JEA-C190]

The Company represents to JEA that it has the capacity to train and supervise its employees, Subcontractors and suppliers to ensure the Work complies with all safety requirements of the Contract Documents. The Company shall be responsible for executing the necessary safety training and supervision of its employees and Subcontractors, and acknowledges that JEA is not responsible for training or supervising the Company's employees, except when noted for the purpose of enforcing compliance with these safety requirements.

**12. SECTION TITLE: TERM & TERMINATION** [JEA-523]

**12.1. Term]**

The Term of the Agreement shall be pursuant to the JEA Purchase Order.

**12.2. Termination for Convenience** [JEA-C194]

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

In the event of termination for convenience, JEA will pay the Company for all Work that the Company has incurred, less the reasonable resale value of materials or equipment that the Company has already ordered, obtained or fabricated in connection with the Contract, or those costs for which it becomes obligated prior to receiving JEA's notice of termination. , JEA will also pay the Company for the prorated Contract price as per the cancellation schedule in Company's Statement of Work (the "Termination Fee"). The parties agree that such Termination Fee amounts, if any, shall not exceed 10% of the remaining unpaid price for the cancelled work and are a reasonable forecast of the amount necessary to render just compensation.

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

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

**12.3. Termination for Default (Bond)** [JEA-C195] \*\*\*

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

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

- The Company breaches any of the representations or warranties
- The Company is determined, in JEA's sole opinion, to have misrepresented the utilization of funds or misappropriated property belonging to JEA.
- Any material change in the financial or business condition of the Company.

If, within ten (10) days after service of such notice upon the Company, an arrangement satisfactory to JEA has not been made by the Company for continuance of the Work, then JEA may declare Company to be in default of the Contract.

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

The Contract Documents shall in no way limit JEA's right to all remedies for nonperformance provided under law or in equity, except as specifically set forth herein. In the event of termination for nonperformance, the Company shall immediately surrender all Work records to JEA. In such a case, JEA may set off any money owed to the Company against any liabilities resulting from the Company's nonperformance, pursuant to article 10.1.

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

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

#### **12.4. Company's Right to Termination for Default**

Company may suspend or terminate the Contract (or any affected portion thereof) immediately for cause if JEA (i) becomes Insolvent/Bankrupt, or (ii) materially breaches the Contract, including, but not limited to, failure or delay in JEA making any undisputed payment when due. JEA shall pay Company for all Products completed and Accepted, lease fees incurred and Services performed before the effective date of termination, plus expenses reasonably incurred by Company in connection with the termination. The amount due for Services shall be determined in accordance with the milestone schedule (for completed milestones) and rates set forth in the Contract (for work toward milestones not yet achieved and where there is no milestone schedule), as applicable or, where there are no milestones and/or rates in the Contract, at Company's then-current standard time and material rates.

### **13. SECTION TITLE: GENERAL TERMS & CONDITIONS [JEA-524]**

#### **13.1. Ambiguous Contract Provisions [JEA-C196]**

The parties agree that this Contract has been the subject of meaningful analysis and/or discussions of the specifications, terms and conditions contained in this Contract. Therefore, doubtful or ambiguous provisions, if any, contained in this Contract will not be construed against the party who physically prepared this Contract. The rule commonly known as "Fortius Contra Proferentum" will not be applied to this Contract or any interpretation thereof.

#### **13.2. Amendments [JEA-C197]**

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

**13.3. Assigning of Contract [JEA-C213]**  
**Not Used.**

**13.4 Choice of Law [JEA-C198]**

This Contract, and the rights and duties of the parties arising from or relating to this Contract or its subject matter, shall be construed in accordance with the laws of the State of Florida, and the ordinances of the City of Jacksonville without regard to its conflicts of laws provisions. Each of the parties irrevocably submits to the exclusive jurisdiction of the courts of Florida, and further agree that the venue for any legal action brought by or files against JEA relating to any matter arising under this Contract shall be exclusively in that federal court, sitting in Duval county, Florida that has jurisdiction over such legal actions.

**13.4. Confidentiality and Public Record Laws [JEA-574]**

Any information disclosed by one party ("Disclosing Party") to the other party ("Recipient") in connection with this Contract that is marked confidential or that due to its character and nature, a reasonable person under like circumstances would treat as confidential (the "Confidential Information") will be protected and held in confidence by the Recipient. Confidential Information will be used only for the purposes of this Contract and related internal administrative purposes. Disclosure of the Confidential Information will be restricted to the Recipient's employees, contractors, or alliance companies on a "need to know" basis in connection with the Work, who are bound by confidentiality obligations no less stringent than these prior to any disclosure. Each party may disclose Confidential Information relating to the Work to providers of goods and services for the engagement to the extent such disclosure is necessary and reasonably anticipated. Confidential Information does not include information which: (i) is already known to Recipient at the time of disclosure; (ii) is or becomes publicly known through no wrongful act or failure of the Recipient; (iii) is independently developed by Recipient without benefit of Disclosing Party's Confidential Information; or (iv) is received from a third party which is not under and does not thereby breach an obligation of confidentiality. Each party agrees to protect the other's Confidential Information at all times and in the same manner as each protects the confidentiality of its own proprietary and confidential materials, but in no event with less than a reasonable standard of care. A Recipient may disclose Confidential Information to the extent required by law, but that disclosure does not relieve Recipient of its confidentiality obligations with respect to any other party. Except as to the confidentiality of trade secrets, these confidentiality restrictions and obligations will terminate five (5) years after the expiration or termination of the Contract under which the Confidential Information was disclosed, unless the law requires a longer period.

The parties acknowledge that JEA is a body politic and corporate that is subject to Chapter 119, Florida Statutes, and related statutes known as the "Public Records Laws". If a request is made to view such Confidential Information, JEA will notify Company of such request and the date that such records will be released to the requester unless Company obtains a court order enjoining such disclosure. If the Company fails to obtain that court order enjoining disclosure, JEA will release the requested information on the date specified. Such release shall be deemed to be made with the Company's consent and will not be deemed to be a violation of law, including but not limited to laws concerning trade secrets, copyright or other intellectual property.

**13.5. Conflict and Order of Precedence [JEA-C199]**

The Contract shall consist of JEA's Contract or Purchase Order together with these specifications and conditions including, the executed Bid Document, Statement of Work and documents listed below which shall be collectively referred to as the Contract Documents. This Contract is the complete agreement between the parties. Parol or extrinsic evidence will not be used to vary or contradict the express terms of this Contract. The Contract Documents are complementary; what is called for by one is binding as if called for by all. The Company shall, upon discovery, inform JEA in writing of any conflict, error or discrepancy in the Contract Documents. Should the Company proceed with the Work prior to written resolution of the error or conflict by JEA, all Work done is at the sole risk of the Company. JEA will generally consider this precedence of the Contract Documents in resolving any conflict, error, or discrepancy:

The Contract (these terms and conditions)

-Exhibit(s) to this Contract

Executed Change Order to JEA Contract/Purchase Order

JEA Contract/Purchase Order

- Drawings

- JEA Technical Specifications and Attachments thereto
- Contractor's Statement of Work (quotation)
- References

The figure dimensions on drawings shall govern over scale dimensions. Contract and detailed drawings shall govern over general drawings. The Company shall perform any Work that may reasonably be inferred from the Contract as being required whether or not it is specifically called for. Work, materials or equipment described in words that, so applied, have a well-known technical or trade meaning shall be taken as referring to such recognized standards.

### **13.6. Cumulative Remedies** [JEA-C200]

Where this Contract sets forth a remedy for breach of a provision, then such remedy shall be the exclusive remedy of the party affected thereby and the sole liability of the other party (1) for breach of that provision and (2) for any claim arising out of the acts or circumstances governed by that provision, whether arising under contract, indemnity, warranty, tort (including, but not limited to, negligence) or otherwise. If this Agreement does not set forth a remedy for breach of a specific obligation created by this Agreement, then the party affected by the breach of such obligation shall have all remedies available to it at law, equity, or otherwise, subject to all the limitations set forth in this Agreement. Such action does not relieve the Company of its obligations under the Contract, nor does it preclude an earlier termination.

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

### **13.7. Entire Agreement** [JEA-C201]

This Contract contains all of the understandings and agreements of the parties hereto in respect of the subject matter hereof as of the Effective Date of the Contract. Any and all prior understandings and agreements, expressed or implied, between the parties hereto in respect of the subject matter hereof shall be superseded hereby. Parol or extrinsic evidence will not be used to vary or contradict the express terms of this Contract.

### **13.8. Expanded Definitions** [JEA-C202]

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

### **13.9. Force Majeure** [JEA-C203]

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

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

In the event of any delay or nonperformance resulting from such causes, the party affected shall promptly notify the

other in writing of the nature, cause, date of commencement and the anticipated impact of such delay or nonperformance. Such written notice, including Change Orders, shall indicate the extent, if any, to which it is anticipated that any delivery or completion dates will be thereby affected.

**13.10. Headings** [JEA-C204]

The division of this Contract into sections, the insertion of headings and/or index numbers and the provision of a table of contents are for convenience of reference only and are not to affect the construction or interpretation of this Agreement.

**13.11. Language and Measurements** [JEA-C205]

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

**13.12. Nonwaiver** [JEA-C207]

Failure by either party to insist upon strict performance of any of the provisions of the Contract will not release either party from any of its obligations under the Contract.

**13.13. Notices and Correspondence** [JEA-C208] \*\*\*

All notices required or permitted under this Contract shall be in writing and shall be deemed received if sent by one of the following means: (a) upon receipt if delivered by hand; (b) one day after being sent by an express courier with a reliable system for tracking delivery; (c) three days after being sent by certified or registered first class mail, postage prepaid and return receipt requested; or (d) upon confirmed facsimile transmission provided that a copy shall be sent by another of the foregoing means. All notices shall be addressed by a party to the other party as follows:

In the case of JEA:

and to:

JEA  
Attn: Heather Burnett  
Contracts Manager  
21 W. Church St. CC-6  
Jacksonville, FL 32202

In the case of Company:

[JEA to insert information here - CompanyNoticeAddress]

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

**13.14. Publicity and Advertising** [JEA-C209]

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

**13.15. References** [JEA-C210]

Unless otherwise specified, each reference to a statute, ordinance, law, policy, procedure, process, document, drawing, or other informational material is deemed to be a reference to that item, as amended or supplemented from time to time. All referenced items shall have the enforcement ability as if they are fully incorporated herein.

**13.16. Relationship of the Parties** [JEA-C211]

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

**13.17. Severability** [JEA-C212]

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

**13.18. Subcontracting or Assigning of Contract** [JEA-C213]

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

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

**13.19. Survival** [JEA-C214]

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

**13.20. Third Party Agreements** [JEA-557]

Unless otherwise agreed in writing by JEA, JEA shall have no obligation to enter into any third party agreements under this Contract. Such third party agreements shall include, but not be limited to: joint check agreements, and revocable or irrevocable letters of direction with sureties. In the event JEA agrees to execute any such agreement(s), then such agreement(s) shall incorporate additional language as required by JEA's Chief Purchasing Officer.

**13.21. Time and Date** [JEA-C215]

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

**13.22. Not Used**

**13.23. Waiver of Claims** [JEA-C218]

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

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

**14. SECTION TITLE: WORK** [JEA-525]

#### **14.1. SECTION TITLE: SCOPE [JEA-526]**

##### **14.1. Obligations of the Company [JEA-C396]**

The Company shall provide everything necessary to successfully complete the Work except the materials, obligations, assumptions 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, all as in effect at Contract Date. The Company shall provide all permits, certifications, insurances, and bonds necessary or required by good practice, except where specifically stated in the Contract to be provided by JEA.

The Company personnel shall perform all Work in a professional, efficient, and competent manner. The Company is obligated to provide personnel possessing the skills, certifications, licenses, 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.

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

The Company is obligated to ensure that sufficient supervision of the Work is provided. This includes ensuring that the Company Supervisor is at the Work Location when Work is being performed for Services Work.

The Company shall bear responsibility for the efficiency, adequacy and safety of the performance of the Work, including temporary Work and facilities, until Acceptance. The Company shall be responsible for any loss or damage to Company's materials, tools, labor, and equipment used during the performance of, or in connection with, the Work. Any JEA comments or approval regarding the Company's performance, materials, working force, or equipment will not relieve the Company of any responsibility.

#### **14.2. SECTION TITLE: LOCATION [JEA-527]**

##### **14.1. Work Location [JEA-C460] \*\*\***

Work shall be performed at the following location(s):

##### **14.2. Nuclear Use**

Parts and Services sold hereunder are not intended for use in connection with any nuclear facility or activity without the written consent of Company. JEA warrants that it shall not use, or permit others to use Parts and/or Services for such purposes, unless Company agrees to such use in writing.

#### **15. Intellectual Property**

Company shall defend and indemnify JEA against any claim by a non-affiliated third party (a "Claim") alleging that Parts or Services furnished under this Agreement infringe a patent in effect in the U.S., an EU member state or the country of the Site (provided there is a corresponding patent issued by the U.S. or an EU member state), or any copyright or trademark registered in the country of the Site, provided that JEA (a) promptly notifies Company in writing of the Claim, (b) makes no admission of liability and does not take any position adverse to Company, (c)

gives Company sole authority to control defense and settlement of the Claim, and (d) provides Company with full disclosure and reasonable assistance as required to defend the Claim.

The Section above shall not apply and Company shall have no obligation or liability with respect to any Claim based upon (a) Parts or Services that have been modified, or revised, (b) the combination of any Parts or Services with other products or services when such combination is a basis of the alleged infringement, (c) failure of JEA to implement any update provided by Company that would have prevented the Claim, (d) unauthorized use of Parts or Services, or (e) Parts or Services made or performed to JEA's specifications.

Should any Part or Service, or any portion thereof, become the subject of a Claim, Company may at its option (a) procure for JEA the right to continue using the Part or Service, or applicable portion thereof, (b) modify or replace it in whole or in part to make it non-infringing, or (c) failing (a) or (b), take back infringing Part or Services and refund the price received by Company attributable to the infringing Parts or Services.

This Section states Company's exclusive liability for intellectual property infringement by Parts and Services.

Each party shall retain ownership of all Confidential Information and intellectual property it had prior to the Contract. All new intellectual property conceived or created by Company in the performance of this Contract, whether alone or with any contribution from JEA, shall be owned exclusively by Company. JEA agrees to deliver assignment documentation as necessary to achieve that result.

#### **16. Environmental, Health and Safety Matters**

JEA shall maintain safe working conditions at the Site, including, without limitation, implementing appropriate procedures regarding Hazardous Materials, confined space entry, and energization and de-energization of power systems (electrical, mechanical and hydraulic) using safe and effective lock-out/tag-out ("LOTO") procedures including physical LOTO or a mutually agreed upon alternative method.

JEA shall timely advise Company in writing of all applicable Site-specific health, safety, security and environmental requirements and procedures. Without limiting JEA's responsibilities under this Section 9, Company has the right but not the obligation to, from time to time, review and inspect applicable health, safety, security and environmental documentation, procedures and conditions at the Site.

If, in Company's reasonable opinion, the health, safety, or security of personnel or the Site is, or is apt to be, imperiled by security risks, terrorist acts or threats, the presence of or threat of exposure to Hazardous Materials, or unsafe working conditions, Company may, in addition to other rights or remedies available to it, evacuate some or all of its personnel from Site, suspend performance of all or any part of the Contract, and/or remotely perform or supervise work. Any such occurrence shall be considered an excusable event. JEA shall reasonably assist in any such evacuation.

Operation of JEA's equipment is the responsibility of JEA. JEA shall not require or permit Company's personnel to operate JEA's equipment at Site.

JEA will make its Site medical facilities and resources available to Company personnel who need medical attention.

Company has no responsibility or liability for the pre-existing condition of JEA's equipment or the Site. Prior to Company starting any work at Site, JEA will provide documentation that identifies the presence and condition of any Hazardous Materials existing in or about JEA's equipment or the Site that Company may encounter while performing under this Contract. JEA shall disclose to Company industrial hygiene and environmental monitoring data regarding conditions that may affect Company's work or personnel at the Site. JEA shall keep Company informed of changes in any such conditions.

Company shall notify JEA if Company becomes aware of: (i) conditions at the Site differing materially from those disclosed by JEA, or (ii) previously unknown physical conditions at Site differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. If any such conditions cause an increase in Company's cost of, or the time required for, performance of any part of the work under the Contract, an equitable adjustment in price and schedule shall be made.

If Company encounters Hazardous Materials in JEA's equipment or at the Site that require special handling or disposal, Company is not obligated to continue work affected by the hazardous conditions. In such an event, JEA shall eliminate the hazardous conditions in accordance with applicable laws and regulations so that Company's work under the Contract may safely proceed, and Company shall be entitled to an equitable adjustment of the price and schedule to compensate for any increase in Company's cost of, or time required for, performance of any part of the work. JEA shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of Company's work at the Site.

JEA shall indemnify Company for any and all claims, damages, losses, and expenses arising out of or relating to any Hazardous Materials which are or were (i) present in or about JEA's equipment or the Site prior to the commencement of Company's work, (ii) improperly handled or disposed of by JEA or JEA's employees, agents, contractors or subcontractors, or (iii) brought, generated, produced or released on Site by parties other than Company. 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.

#### **17. Software License Agreement**

If a Software License Agreement is application applicable to the Work it will be included in the Statement of Work.

#### **18. Company Travel Expenses**

Travel, per diem and mileage will be reimbursed only to the extent provided by JEA's Contractor's Travel Policy and Company's US Services Rate Schedule which is attached as **Exhibit A** and incorporated herein. Only those travel expenses submitted with receipts will be reimbursed.

EXHIBIT A



**PROCUREMENT SERVICES PROCEDURE:** OS A0500 PS 120B Contractor Travel  
**TITLE:** Travel Approval and Expense Reimbursement (Contractor)  
**CREATION DATE:** May 26, 1988 **REVISED:** July 15, 2007

---

**PROCEDURE:**

**I. TRAVEL REQUESTS -** Contractors must request approval on travel for official JEA business prior to commencement of travel.

**II. GENERAL TRAVEL GUIDELINES**

**A. Constructive Point of Origin -** The application of the constructive point of origin regulation will ensure that the traveler travels the shortest reasonable distance on business. Travel shall be deemed to have begun at the usual place of business or residence, or the place where travel actually began, whichever is less.

**B. Constructive Travel Time** is the time the traveler actually departs for his/her destination, or at the latest time the traveler could reasonably have departed in order to arrive at his/her destination in time to accomplish the official business, whichever is later. The same applies to the return back to the point of origin.

1. Common Carrier (excluding rental automobile) Travel Time begins two hours prior to the time the traveler's conveyance actually departs.

2. Motor vehicle (including rental automobile) Travel Time begins at the time travelers actually begin driving to their destination.

3. If a traveler conducts personal business during official travel, the personal business shall be considered to have been conducted at the beginning or at the end of the travel.

**C. Transportation**

1. The traveler requesting approval to travel shall choose the most economical means of transportation, considering the nature of the business, the traveler's time, cost of transportation, meals, lodging and incidental expenses required.

2. Reimbursement shall be made only for travel performed over usually regularly traveled routes to the destination. When travel is by indirect route for the traveler's own convenience, reimbursement for expenses shall be based only on such charges as would have been incurred over the usually traveled route.
3. If the total miles from the departure point to destination exceeds 400 miles round trip, the mileage reimbursement for use of a private motor vehicle shall be limited to the lesser of:
  - a. IRS-authorized mileage rates described in Section 106.706 of the Ordinance Code, City of Jacksonville; or
  - b. the lowest airline common carrier coach fare available to the nearest airport plus IRS-authorized mileage rate per mile from the airport to the destination.

#### **IV. AUTHORIZED EXPENSES**

- A. **Shall be per Company's US Rate Schedule on Time and Materials Services.**

#### **V. TRAVEL REIMBURSEMENT:**

- A. JEA will reimburse the contractor in accordance with the payment terms and conditions as outlined in the company's contract or purchase order. All invoices must be submitted to A/P for payment. Refer to [Finance Procedure 300](#), regarding payment of suppliers.
- B. JEA will only reimburse the contractor for travel expenses that are documented with receipts that are submitted with the expense statement.
- C. The traveler's copy of itinerary, ticket stubs, detailed paid hotel bill, rental car receipt, parking receipts, toll receipts, storage receipts, taxi receipts, telephone charges receipt, must accompany the request for reimbursement.

#### **VI. DOCUMENTATION AND FORMS REQUIRED:**

The Contractor's Travel Reimbursement Form shall include, but not be limited to:

- A. Name of each traveler
- B. The destination of the traveler (place of departure and destination)
- C. The dates encompassed by the travel (the time & date of departure and the time & date of return)
- D. Each day of travel will be entered in a separate column/line. The items of travel applicable to that day will be entered on the appropriate column/line. The cost of transportation (air, rental car) may be entered on day 1 of the travel.

- E. Per diem or meal allowance will be claimed as provided in Section IV. E. of this document. Subsistence rates for eligible meals will be entered in the column/line of the day claimed.
- F. Traveler shall include the actual miles traveled on official business.
- G. All other expenses associated with travel are to be itemized and entered on the specific day incurred on the appropriate column/line of the form.

**SIGNED:** John P. McCarthy

**EFFECTIVE DATE:** July 15, 2007

Revised: 12/11/2001  
6/18/2001  
11/29/2000



## Formal Bid and Award System

Award #8 December 1, 2022

**Type of Award Request:** RENEWAL  
**Requestor Name:** Ventura, Mildred - Contract Specialist  
**Requestor Phone:** (904) 665-5201  
**Project Title:** Plumbing Services  
**Project Number:** 30801, 207-04E and 207-W2  
**Project Location:** JEA  
**Funds:** O&M and Capital  
**Budget Estimate:** \$140,722.47  
**Scope of Work:**

This contract is executed between JEA and the Contractor to perform services including, but not limited to: labor, supervision, materials, tools, and equipment, as necessary to perform plumbing services for JEA Facilities.

**JEA IFB/RFP/State/City/GSA#:** 95825  
**Purchasing Agent:** Selders, Elaine Lynn  
**Is this a ratification?:** No

### RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Amount
DREW HARTMANN PLUMBING INC	Drew Hartmann	drewhartmann@bellsouth.net	4331 Cedar Rd, Orange Park, FL 32065	\$140,722.47

**Amount of Original Award:** \$187,800.00  
**Date of Original Award:** 12/13/2018  
**Renewal Amount:** \$140,722.47

### Award Amount for remainder of this FY:

### List of Previous Change Order/Amendments

CPA #	Amount	Date
179251	\$70,600.00	08/16/2021
179251	\$41,600.00	05/26/2022

**New Not-To-Exceed Amount:** \$440,722.47  
**Length of Contract/PO Term:** Three (3) Years w/Two (2) – 1 Yr. Renewals  
**Begin Date (mm/dd/yyyy):** 12/17/2018  
**End Date (mm/dd/yyyy):** 12/16/2023  
**Renewal Options:** None  
**JSEB Requirement:** N/A - Optional

**Background/Recommendations:**

Competitively bid and awarded informally for a three (3) year term to Drew Hartmann Plumbing Inc. on 12/13/2018, in the amount of \$187,800.00. Two administrative increases were completed. One on 08/16/2021 in the amount of \$70,600.00 and the second on 05/26/2022 in the amount of \$41,600.00 for a new not-to-exceed amount of \$300,000.00. Prior to the renewal for the fourth year of the contract Drew Hartmann Plumbing requested a price adjustment due to increased costs for materials and labor. JEA agreed to increase the rates to the contract pricing provided in the original workbook for the five-year contract term. The original Proposal Workbook is attached as backup.

This request is for the final one (1) year renewal from 12/17/2022 to 12/16/2023. The award amount of \$140,722.47 is based on the estimated annual spend of \$65,722.47 or approximately \$5,476.87 per month for O&M services and \$75,000 for Facilities Capital Planning projects during FY23 and FY24. The Capital Planning team uses this contract reactively when O&M identifies unplanned asset replacement throughout the year. Pricing will remain the same and the rates from the five-year contract term on the workbook will continue to be used.

Request approval to award a one (1) year renewal to Drew Hartmann Plumbing Inc. for Plumbing Services in the amount of \$140,722.47, for a new not-to-exceed amount of \$440,722.47, subject to the availability of lawfully appropriated funds.

- Manager:** Kelly, Joseph L - Manager, Facilities Maintenance & Operations
- Director:** Brunell, Baley L. - Dir Facilities & Fleet Services
- VP:** McElroy, Alan D. - VP Supply Chain & Operations Support
- Chief:** Phillips, Ted B. - Chief Financial Officer

**APPROVALS:**

---

**Chairman, Awards Committee** **Date**

---

**Budget Representative** **Date**

**APPENDIX 2 - APPENDIX B - BID WORKBOOK  
RFQ 95825 PLUMBING SERVICES**

Drew Hartman Plumbing Inc

**Part 1 GENERAL**

Part 1 of the technical specifications do not include bid items. Pricing submitted is not required for this section.

**PART 1 GENERAL - TOTAL PRICE** **Cost bid intentionally blank.**

**Part 2 PRODUCTS**

Estimated one-year quantities are to be used as guidelines and are not a guarantee of work. All unit prices should include parts, labor, material, and travel, as well as re-work of new installations and re-set of repaired or replaced parts. Bidder shall provide 3-year and 5-year price estimates.

Unit	Unit Type	Number of Units (Annual)	Enter % Markup	Cost of Annual Parts
Parts and Materials Purchased by Contractor	Per Year	57,500	15%	\$ 8,625.00

**PART 2 PRODUCTS - TOTAL PRICE** \$ **140,250.00**

**Part 3 EXECUTION**

The administrative cost, profit, travel time, and other indirect contractor costs will not be permitted as separate billable costs. These costs must be included in the bid price provided by the Contractor in the bid workbook. The Contractor shall obtain all permits required by local agencies and pay all fees which may be required for the performance of the work. Bidder shall provide 3-year and 5-year price estimates.

Item No	Unit Description	Unit Type	Number of Units (Annual)	3 - Year Pricing		5 - Year Pricing	
				3-Year Unit Price	Total Price	5-Year Unit Price	Total Price
3.2	Plumber (Regular Hours)	Per Hour	450	\$ 75.00	\$ 33,750.00	\$ 45.00	\$ 20,250.00
3.3	Helper (Regular Hours)	Per Hour	450	\$ 16.00	\$ 8,100.00	\$ 22.00	\$ 9,900.00

Item No	Unit Description	Unit Type	Number of Units (Annual)	3 - Year Pricing		5 - Year Pricing	
				3-Year Unit Price	Total Price	5-Year Unit Price	Total Price
3.2	Plumber (After Hours)	Per Hour	85	\$ 100.00	\$ 8,500.00	\$ 110.00	\$ 9,350.00
3.3	Helper (After Hours)	Per Hour	65	\$ 25.00	\$ 1,625.00	\$ 35.00	\$ 2,275.00

Item No	Unit Description	Unit Type	Number of Units (Annual)	3 - Year Pricing		5 - Year Pricing	
				3-Year Unit Price	Total Price	5-Year Unit Price	Total Price
3.1	Emergency Call-Outs	Per Call-Out	20	\$ 100.00	\$ 2,000.00	\$ 110.00	\$ 2,200.00

**Annual Bid Price:** **3- Year Annual Price: \$ 62,000.00** **5- Year Annual Price: \$ 70,600.00**

3-Year Total Contract Price: \$ 187,200.00

5-Year Total Contract Price: \$ 263,000.00





# Formal Bid and Award System

Award #9 December 1, 2022

**Type of Award Request:** EMERGENCY / RATIFICATION  
**Request #:** 104203  
**Requestor Name:** Keeler, Jessica – Manager, Procurement Inventory Control  
**Requestor Phone:** (904) 665-6403  
**Project Title:** Emergency Purchase of Electrical Items for Hurricane Preparedness/Inventory Restock - Hurricane Nicole  
**Project Number:** Inventory (Eventual 80083326)  
**Project Location:** JEA  
**Funds:** Inventory Blanket  
**Budget Estimate:** \$518,025.40

**Scope of Work:**

The primary purpose for this Emergency Purchase was to spot buy electrical material needed for storm response as part of the restoration efforts after Hurricane Nicole affected the JEA service area and to quickly replenish Storm Stock Items to be prepared for another potential late season storm.

**JEA IFB/RFP/State/City/GSA#:** 104203  
**Purchasing Agent:** Eddie Bayouth  
**Is this a ratification?:** Yes

**RECOMMENDED AWARDEE(S):**

Name	Vendor Contact	Email	Address	Phone	Amount
STUART C IRBY CO.	Erich Ewoldt	ewoldt@irby.com	38 Skyline Drive, Lake Mary, FL 32746	407-415-6268	\$489,275.40
GRESKO SUPPLY INC.	Chris Therien	christopher.therien@gresco.com	6421 County Road 219, Wildwood, FL 34785	352-446-7536	\$28,750.00

**Amount for entire term of Contract/PO:** \$518,025.40  
**Award Amount for remainder of this FY:** \$518,025.40  
**Length of Contract/PO Term:** One Time Purchase  
**Begin Date (mm/dd/yyyy):** 11/11/2022  
**End Date (mm/dd/yyyy):** 04/15/2023  
**Renewal Options:** N/A  
**JSEB Requirement:** N/A – No JSEBs available

**BIDDERS:**

Name	Bid Amount	Items Won
STUART C. IRBY CO.	\$489,275.40	4
GRESKO SUPPLY, INC.	\$427,313.40	1
ELECTRIC SUPPLY, INC.	\$838,005.00	0
WESCO DISTRIBUTION INC.	\$518,139.20	0

**Background/Recommendations:**

This Emergency Purchase was to spot buy electrical material needed for storm response as part of the restoration efforts after Hurricane Nicole affected the JEA service area and to quickly replenish Storm Stock Items to be prepared for the entirety of storm season. These items consisted of brackets, insulators, and splices used in the electric distribution system.

The solicitation consisted of five (5) electrical items. Because of the urgency to restock Storm Stock items to be prepared for another potential storm, the decision was made to purchase these items based on shortest lead time. JEA paid a ten percent (10%) premium over the lowest respondent, but guaranteed delivery for all but one item within three (3) weeks as opposed to the lowest cost item which had lead times that ranged from eight (8) to thirteen (13) months. For the item not at expedite timing, Gresco Supply, Inc. was the only respondent for the insulator and it was at 147 days.

Request approval to award contracts to STUART C IRBY CO. (\$489,275.40) and GRESKO SUPPLY INC. (\$28,750.00) for the supply of Storm Stock Electrical Items, for a total amount of \$518,025.40, subject to the availability of lawfully appropriated funds.

**Manager:** Kenny Pearson – Procurement Category Manager  
**Director:** Jenny McCollum – Director, Procurement Services  
**VP:** Alan McElroy – VP Supply Chain & Operations Support

**APPROVALS:**


---

**Chairman, Awards Committee**

**Date**

---

**Budget Representative**

**Date**

		Stuart C. Irby			Gresco			Electric Supply, Inc.			Wesco		
UOM	Qty Needed	Price	Total	Lead Time	Price	Total	Lead Time	Price	Total	Lead Time	Price	Total	Lead Time
Ea	420	\$ 262.17	\$ 110,111.40	21 days	\$ 244.92	\$ 102,866.40	378 days	\$ 422.00	\$ 177,240.00	164 days	\$ 255.81	\$ 107,440.20	364 days
Ea	4300	\$ 71.97	\$ 309,471.00	21 days	\$ 67.25	\$ 289,175.00	322 days	\$ 137.25	\$ 590,175.00	164 days	\$ 84.64	\$ 363,952.00	175 days
Ea	1000		\$ -		\$ 28.75	\$ 28,750.00	147 days	\$ -	\$ -		\$ -	\$ -	
Ea	300	\$ 35.91	\$ 10,773.00	21 days	\$ 21.74	\$ 6,522.00	231 days	\$ 47.30	\$ 14,190.00	77 days	\$ 19.69	\$ 5,907.00	28 Days
Ea	4000	\$ 14.73	\$ 58,920.00	14 days	\$ -	\$ -		\$ 14.10	\$ 56,400.00	164 days	\$ 10.21	\$ 40,840.00	164 days
<b>Total Bid</b>			<b>\$ 489,275.40</b>		<b>\$ 427,313.40</b>			<b>\$ 838,005.00</b>			<b>\$ 518,139.20</b>		
<b>Award Amount</b>			<b>\$ 489,275.40</b>		<b>\$ 28,750.00</b>			<b>\$ -</b>			<b>\$ -</b>		
			<b>\$ 518,025.40</b>										



# Formal Bid and Award System

Award #10 December 1, 2022

**Type of Award Request:** EMERGENCY/RATIFICATION  
**Requestor Name:** Hightower, Justin  
**Requestor Phone:** (904) 665-8357  
**Project Title:** JEA Fleet Services Light Duty Vehicle Maintenance and Repair Services  
**Project Numbers:** HEA0800  
**Project Location:** JEA  
**Funds:** O&M  
**Budget Estimate:** \$370,271.49

**Scope of Work:**

The purpose of this Emergency/Ratification is to request approval for interim services that were provided to support Light Duty Vehicle Maintenance and Repair Services for JEA’s Light Duty Fleet through the solicitation and award process, as well as to ensure coverage during the storm season as a new vendor was transitioned into providing yardwork and full service to the Light Duty Vehicle Fleet consisting of 383 Light Duty Vehicle assets. The majority of these assets are Ford vehicles (295), and the remainder are Dodge vehicles (88).

**JEA IFB/RFP/State/City/GSA#:** NA  
**Purchasing Agent:** Bayouth, Eddie  
**Is this a Ratification?:** YES/\$370,271.49

**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Award Amount
GARY YEOMANS FORD	Joel Jones	jjones@anewford.com	1420 N Tomoka Farm Rd. Daytona Beach, FL 32124	\$370,271.49

**Amount for entire term of Contract/PO:** \$370,271.49  
**Award Amount for remainder of this FY:** \$39,497.12  
**Length of Contract/PO Term:** Eight (8) months  
**Begin Date (mm/dd/yyyy):** 03/15/2022  
**End Date (mm/dd/yyyy):** 11/12/2022  
**JSEB Requirement:** N/A – No JSEBs available

**Background/Recommendations:**

JEA’s previous Light Duty Fleet Maintenance and Repair services vendor was AutoNation. Their three (3) year contract expired on 03/15/2022, with two (2) one (1) year optional renewal terms. As part of finalizing both renewal options, AutoNation proposed a last-minute increase to their labor rates from their initial renewal offer of \$125/hr. to \$165/hr. and stated that they would only do a one (1) year renewal instead of a two (2) year renewal as they had previously verbally agreed. JEA rejected this proposal primarily due to the thirty two percent (32%) increase not being in line with the market, and notified AutoNation that their contract would not be renewed.

In response, while a new solicitation was being processed, JEA Fleet Services awarded an informal Emergency Purchase PO to Gary Yeomans Ford to provide Light Duty Vehicle Maintenance and Repair Service, as well as Yardwork coverage at Commonwealth and Westside Service Centers. Gary Yeomans Ford was willing to commit to a short-term contract with JEA, unlike AutoNation, and their \$110.00/hr. rate aligned with the market, making it considerably more appealing than the \$165/hr. proposed by AutoNation. The Emergency Purchase PO was originally awarded for four (4) months, in the amount of \$140,000.00, and was projected utilizing the average monthly cost of AutoNation's services because Yeoman's rates were similar.

At response opening of the formal solicitation for Light Duty Maintenance and Repair services, only two vendors submitted bids. Neither AutoNation, the incumbent, nor Gary Yeoman Ford, the vendor currently providing services as part of the Emergency Purchase, submitted bids. The successful bidder was Duval Ford. Duval Ford recently won the Medium Duty Maintenance and Repair Services Solicitation. It should be noted that, the Yeoman Ford labor rate of \$110.00/hr. was only slightly higher than the \$100.00/hr. rate proposed by Duval Ford (the lowest priced vendor and awarded vendor in the formal solicitation). Additionally, the Yeoman Ford parts mark up of 20% and Yardwork daily charges were \$220/day, the same rates as proposed by Duval.

With Duval Ford winning both the Light Duty Maintenance and Medium Duty Maintenance solicitations, JEA transitioned Duval Ford into their Medium Duty work completely and in an effort to support a smooth transition into the Light Duty contract, worked with Duval Ford for a phased implementation plan to start Light Duty Maintenance. To ensure coverage during this phased implementation, on 06/15/2022 the informal Emergency Purchase of Light Duty Maintenance and Repair services PO with Gary Yeoman was increased to \$280,000.00 and the expiration date extended until 08/15/2022.

As 08/15/2022 approached, a JEA decision was made to further extend the term to 11/15/2022, but no additional funds were added. This was primarily based on Duval Ford incurring delays with the installation of additional lifts and equipment needed to assume full responsibility for the Light Duty contract, this was due to permitting and labor support issues. Additionally, JEA felt additional coverage through storm season, even if Duval Ford successfully transitioned all work would benefit JEA. On 09/15/2022, Gary Yeomans interim contract was increased to \$350,000.00 and ultimately increased on 10/14/2022 to \$375,000.00, to accommodate continued routine preventative and corrective maintenance, a major repair to one unit, and to process multiple aged invoices that were presented in late September.

As of 11/16/2022, Duval Ford has assumed full responsibility for all Light Duty maintenance and repair services. In the eight (8) months that Gary Yeomans provided the Yardwork duties and Light Duty maintenance and repair services to JEA, they have completed 577 corrective maintenance work orders and 376 preventive maintenance work orders on Light Duty vehicles. Additionally, many of the preventive maintenance work orders completed were backlogged jobs that AutoNation had not performed. Given the numerous extensions of services, the magnitude of some repairs, and how many total vehicles were serviced, JEA exceeded the previously planned informal Emergency Purchase PO threshold and in response is requesting a ratification of a formal Emergency Purchase PO.

Request approval to award a single source/ratification contract to Gary Yeoman Ford Company for JEA Fleet Services Light Duty Vehicle Maintenance and Repair Services, in the amount of \$370,271.49, subject to the availability of lawfully appropriated funds.

**Manager:** Hightower, Justin - Manager, Fleet Services & Business Operations

**Director:** Brunell, Baley – Director, Facilities and Fleet Services

**VP:** McElroy, Alan - VP of Supply Chain and Operations Support

**APPROVALS:**

---

**Chairman, Awards Committee** **Date**

---

**Budget Representative** **Date**

Funding Sources and Cash Flows							
Capital or O&M	Index / Project # / Cost Center	O&M Spreadsheet Line	FY23 (2 months)	FY22 Spend (6 months)	Award Total	Related To:	
O&M	FY23 (Fleet & Misc) O&M (1931)	1,937	\$ 39,497.12	\$ 330,774.37	\$ 370,271.49	Fleet Vehicle Maintenance	
			\$ 39,497.12	\$ 330,774.37	<b>\$ 370,271.49</b>	<b>Total Award Amount</b>	

	A	B	C	D	E	F
1	System	Cost Center	Expense Type	Budget LI	FY23 Total Budget	Vendor
1937	021 - Electric Operating Fund	A0800 - Fleet Services	2005 - FLEET VEHICLES & MOBILE EQUIPMENT MAINT.	BLO2	575,000	Light duty Vendor

	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Grand Total
<b>Sum of Amount</b>	\$ 29,807.87	\$ 38,190.21	\$ 48,927.59	\$ 21,680.77	\$ 43,010.34	\$ 149,157.59	\$ 34,804.86	\$ 4,692.26	\$ 370,271.49

O & M Budget \$\$						
FY22 Spend	FY23 Approved Budget	Forecast Spend	FY23 Spend to Date	FY Overage/Shortage	O & M Line	Total Ratification
\$ 330,774.37	\$ 575,000.00	\$ -	\$ 39,497.12	\$ 535,502.88	1937	\$ 370,271.49



# Formal Bid and Award System

Award #11 December 1, 2022

**Type of Award Request:** PIGGYBACK - FLORIDA SHERIFF’S ASSOCIATION (FSA)/RATIFICATION  
**Requestor Name:** Hightower, Justin  
**Requestor Phone:** (904) 665-8357  
**Project Title:** FY 23 JEA Water Expansion 211-02 (Dump Trucks)  
**FY23 Project Numbers:** 8008038  
**Project Location:** JEA  
**Funds:** Capital  
**Budget Estimate:** \$546,000.00  
**Scope of Work:**

The purpose of this Piggyback was to solicit pricing for the purchase of three (3) 16 CYD dump trucks for FY23 JEA’s fleet capital requirements for expansion for the Water department.

**JEA IFB/RFP/State/City/GSA#:** FSA Contract FSA FSA20-VEH18  
**Purchasing Agent:** Bayouth, Eddie  
**Is this a Ratification?:** YES/\$539,693.00

### RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Change Amount
CUMBERLAND INTERNATIONAL TRUCKS LLC	Mike O’Brien	mobrien@cltte.com	1881 Pickettville Rd Jacksonville, FL 32220	\$539,693.00

**Amount for entire term of Contract/PO:** \$539,693.00  
**Award Amount for remainder of this FY:** \$539,693.00  
**Length of Contract/PO Term:** Project Completion (March 2023 Estimate)  
**Begin Date (mm/dd/yyyy):** 11/22/2022  
**End Date (mm/dd/yyyy):** Project Completion (March 2023 Estimate)  
**JSEB Requirement:** N/A – No JSEBs available

### Background/Recommendations:

Cumberland International Trucks LLC informed JEA that they had three (3) - sixteen (16) cubic yard dump trucks that were a result of Orange County ordering and then cancelling due to deviations in the specifications. These units allow JEA to eliminate current rentals placed on the system from W/WW expansion that are slated to exist until FY24 due to current manufacturing lead-times. Additionally, this fulfills an additional unit from the FY24 buy plan vehicle needs. Two (2) of the trucks should be able to be put in use in December while the remaining third unit will be available mid-January, significantly less than market lead-times. This award is being brought as a ratification to secure JEA’s purchase of the units given the high demand for Dump Trucks currently and the long lead time.

The three (3) - sixteen (16) cubic yard dump trucks are being proposed to meet our need of three (3) of the four (4) - fourteen (14) to sixteen (16) cubic yard dump trucks currently on the FY24 plan and planned to be on an upcoming solicitation in the upcoming months. As noted earlier, one of the biggest business case drivers is this will help eliminate some of our rental costs. We are currently spending \$4,677.00 per month on the rental of two (2) - twelve (12) cubic yard dump trucks that are undersized for the application.

The budgeted amount for these dump trucks is \$182,000. These fall right under the budgeted amount at \$181,731.00 each. We currently have four (4) - nineteen (19) cubic yard dump trucks on order with Orlando Freightliner based on our most recent solicitation; these were \$164,074.00/each. The dump trucks we are purchasing from Cumberland have the Cummins X15 engine which is a larger displacement engine and is a more expensive engine platform than the Detroit DD13 engine which we require in our specs. There are a few other minor differences which we believe also contribute to the price differences we saw on our last bid and what we see here on the FSA contract.

Request approval to award a contract to Cumberland International Trucks LLC for the purchase three (3) – sixteen (16) cubic yard dump trucks for FY23, in the amount of \$539,693.00 subject to the availability of lawfully appropriated funds.

**Manager:** Hightower, Justin - Manager, Fleet Services

**Director:** Brunell, Baley – Director, Facilities and Fleet Services

**VP:** McElroy, Alan - VP of Supply Chain and Operations Support

**APPROVALS:**

---

**Chairman, Awards Committee** **Date**

---

**Budget Representative** **Date**

11/29/2022



TRUCK / IDEALEASE / BUS / FIRE / SPOTTER

CUMBERLAND-COMPANIES.COM



**FLORIDA SHERIFF'S ASSOCIATION Contract - BID FSA20-VEH18**

**Customer:** JEA 3 HX Dumps  
**Date of Quote:** 11/22/2022

<b>Specification:</b>	74	<b>Region:</b>	North	<b>Quantity</b>	<b>Unit Cost</b>	<b>extended</b>
<b>Base Price:</b>	2023 INTERNATIONAL HX			3	\$ 109,443.00	\$328,329.00

**Contract Options:**

1WRW	Front tow hooks	3	\$86.00	\$258.00
1WXL	Wheel base range	3	\$ 459.00	\$ 1,377.00
2ARY	20,000 front axle	3	\$ 1,704.00	\$ 5,112.00
3AGA	20,000 front suspension	3	\$ 525.00	\$ 1,575.00
4619	Trailer connections	3	\$ 393.00	\$ 1,179.00
5PTB	Dual steering gears	3	\$ 840.00	\$ 2,520.00
7BMD	Vertical exhaust	3	\$ 2,162.00	\$ 6,486.00
8RPV	Bluetooth radio	3	\$ 244.00	\$ 732.00
8554	Trailer connection socket	3	\$ 244.00	\$ 732.00
12ETL	Cummins X15 450 HP engine	3	\$ 361.00	\$ 1,083.00
13AUW	Allison 4500 RDS transmission	3	\$ 13,413.00	\$ 40,239.00
13WVV	Neutral at stop	3	\$ 526.00	\$ 1,578.00
14GKP	46,000 rear axle with driver controlled diff locks	3	\$ 4,857.00	\$ 14,571.00
14ULY	46,000 rear suspension	3	\$ 458.00	\$ 1,374.00
14WBV	Rear shocks	3	\$ 637.00	\$ 1,911.00
15SJR	100 gallon fuel tank	3	\$ 448.00	\$ 1,344.00
16SNR	Power mirrors	3	\$ 484.00	\$ 1,452.00
16XBZ	Modesty panel	3	\$ 181.00	\$ 543.00
27DUM	22.5x 12.25 front wheels	3	\$ 761.00	\$ 2,283.00
28DUP	24.5 rear wheels	3	\$ 54.00	\$ 162.00
7752669068	425 front tires	3	\$ 103.00	\$ 309.00
7384225417	11R 24.5 rear tires	3	\$ 102.00	\$ 306.00
Safety	Safety kit	3	\$ 200.00	\$ 600.00
16STPEED	Ox dump body	3	\$ 34,000.00	\$ 102,000.00
TAG	County tag	3	\$ 295.00	\$ 885.00
DBV	Body vibrator	3	\$ 1,200.00	\$ 3,600.00
Pintle40	Pintle hook and air lines	3	\$ 2,000.00	\$ 6,000.00
Strobe	Strobe lights	3	\$ 1,500.00	\$ 4,500.00

**NON Contract Options**

Steel	TBEI body steel surcharge	3	\$ 4,051.00	\$ 12,153.00
Body credit	Credit for 1 unit with Marverick body	1		\$ (5,500.00)

**Total:** \$ 181,731.00    \$539,693.00

**Total Purchase Order Amount:** \$539,693.00

<b>Cab Color:</b>	WHITE
<b>Body Color:</b>	2 orange 1 black

\*\*included in base price

**Prepared By:**

Chuck Calhoun  
 Cumberland International Trucks LLC    2110 S Division Ave Orlando FL 32805  
 Office - 407.295.9777 / fax - 407.295.9727 / email - ccalhoun@cltte.com

<b>BID ANALYSIS ITN 1410908646-22</b> <b>JEA INVESTMENT RECOVERY EXTERIOR EQUIPMENT PAINTING PROGRAM</b>	<b>Transformer Maintenance and Service, Inc.</b>	<b>&lt;Fleetwash Inc dba Krystal Klean&gt;</b>	<b>Worth Contracting, Inc.</b>
---	--	--	--------------------------------

**SECTION 1 - EXTERIOR EQUIPMENT PAINTING**

Company must submit pricing in column D to perform all services as described in Appendix A - Technical Specifications. Services will be scheduled on an as-needed basis. The price provided must be "all-inclusive pricing" per unit. The bid response per unit rate should account for all administrative cost, travel time, travel mileage, profit, labor burden, fuel charges, meals, per diem, worksite clean up, supervision, materials, paint, primer, tools, personnel, equipment, rental equipment and anything needed to accomplish the job. No separate billable line item will be paid by JEA without prior written approval from JEA Contract Administrator. Labor time begins when contractor is on JEA property. The estimated one (1) year quantities is to be used as guideline and is not a guarantee of work.

Item No	Unit Description	Estimated Annual Quantities	Price Unit	Extended Price	Price Unit	Extended Price	Price Unit	Extended Price
1	18 FT LIGHT POLES	3321	\$ 152.00	\$ 504,792.00	\$ 140.00	\$ 464,940.00	\$ 110.00	\$ 365,310.00
2	SINGLE-PHASE PAD-MOUNT TRANSFORMER	2563	\$ 121.00	\$ 310,123.00	\$ 110.00	\$ 281,930.00	\$ 45.00	\$ 115,335.00
3	THREE-PHASE PAD-MOUNT TRANSFORMER	74	\$ 500.00	\$ 37,000.00	\$ 450.00	\$ 33,300.00	\$ 100.00	\$ 7,400.00
4	SWITCH CABINETS, FUSE CABINETS, AND METERING CAB.	64	\$ 370.00	\$ 23,680.00	\$ 345.00	\$ 22,080.00	\$ 120.00	\$ 7,680.00
<b>SECTION 1 - ANNUAL COST</b>				<b>\$ 875,595.00</b>		<b>\$ 802,250.00</b>		<b>\$ 495,725.00</b>
<b>One (1) Year Total Cost (Section 1)</b>				<b>\$ 875,595.00</b>		<b>\$ 802,250.00</b>		<b>\$ 495,725.00</b>
				<b>\$ 2,626,785.00</b>		<b>\$ 2,406,750.00</b>		<b>\$ 1,487,175.00</b>

<b>BAFO ANALYSIS ITN 1410908646-22</b>			<b>Transformer Maintenance and</b>		<b>&lt;Fleetwash Inc dba Krystal Klean&gt;</b>		<b>Worth Contracting, Inc.</b>		<b>Current Contract</b>		
Item No	Unit Description	Estimated Annual Quantities	Price Unit	Extended Price	Price Unit	Extended Price	Price Unit	Extended Price	Price Unit	Extended Price	Price Difference Savings
1	18 FT LIGHT POLES	3321	\$ 152.00	\$ 504,792.00	\$ 133.00	\$ 441,693.00	\$ 110.00	\$ 365,310.00	\$ 145.00	\$ 481,545.00	\$ 116,235.00
2	SINGLE-PHASE PAD-MOUNT TRANSFORMER	2563	\$ 121.00	\$ 310,123.00	\$ 104.50	\$ 267,833.50	\$ 45.00	\$ 115,335.00	\$ 115.00	\$ 294,745.00	\$ 179,410.00
3	THREE-PHASE PAD-MOUNT TRANSFORMER	74	\$ 500.00	\$ 37,000.00	\$ 432.00	\$ 31,968.00	\$ 100.00	\$ 7,400.00	\$ 475.00	\$ 35,150.00	\$ 27,750.00
4	SWITCH CABINETS, FUSE CABINETS, AND METERING CAB.	64	\$ 370.00	\$ 23,680.00	\$ 325.00	\$ 20,800.00	\$ 120.00	\$ 7,680.00	\$ 350.00	\$ 22,400.00	\$ 14,720.00
<b>SECTION 1 - ANNUAL COST</b>				<b>\$ 875,595.00</b>		<b>\$ 762,294.50</b>		<b>\$ 495,725.00</b>		<b>\$ 833,840.00</b>	<b>\$ 338,115.00</b>
<b>One (1) Year Total Cost (Section 1)</b>				<b>\$ 875,595.00</b>		<b>\$ 762,294.50</b>		<b>\$ 495,725.00</b>		<b>\$ 833,840.00</b>	<b>\$ 338,115.00</b>
				<b>\$ 2,626,785.00</b>		<b>\$ 2,286,883.50</b>		<b>\$ 1,487,175.00</b>		<b>\$ 2,501,520.00</b>	<b>\$ 1,014,345.00</b>

Funding Sources and C

Capital or O&M	Index / Project # / Cost Center	O&M Spreadsheet Line
O&M	A0420	1842
O&M	A0420	
O&M	A0420	
O&M	A0420	
O&M		
O&M	A0420	



\$	293,550.00
\$	495,725.00
\$	495,725.00
\$	123,931.25
\$	-
\$	-
\$	-
\$	-
\$	-
\$	-
\$	-
\$	-
\$	-
\$	-
\$	-
\$	-

<b>\$ 1,408,931.25</b>	<b>Total Award Amount</b>
------------------------	---------------------------

<b>FISCAL YEAR</b>	<b>O&amp;M APPROVED BUDGET</b>	<b>Projected Spend under New Contract</b>	<b>Approved Budget Variance</b>
FY23 (9 Months)	\$ 345,000.00	\$ 293,550.00	\$ -
FY24 (12 Months)		\$ 495,725.00	
FY25 (12 Months)		\$ 495,725.00	
FY26 (3 Months)		\$ 123,931.25	
<b>TOTAL Contract Amount</b>		\$ 1,408,931.25	\$ -

**CPA 185938, SOL 133-1: Transformer Maintenance and Service Inc.  
11/15/2019 - 11/14/2022 (2 yrs and 11 months)**

Amount agreed	\$	1,029,375.00
Change order (Amendment 2)	\$	488,055.00
New Not to exceed amount	\$	1,517,430.00
Encumbered amount as of 11/29/2022	\$	1,444,060.00
CPA Remaining	\$	73,370.00
Amount Received	\$	1,420,510.00
O&M PO amount available	\$	23,550.00
TERMS		36
Months in place		36
Months remaining for current contract		0
FY20 Spend (O&M)	\$	342,725.00
FY21 Spend (O&M)	\$	340,590.00
FY22 Spend (O&M)	\$	680,090.00
FY23 Spend (O&M)	\$	51,450.00
Avg Invoice amount for FY22	\$	5,965.70
CPA + PO available	\$	96,920.00

Approved FY23 O&M Budget	\$	345,000.00
FY23 Amount Spent	\$	51,450.00
<b>Available FY23 Budget</b>	<b>\$</b>	<b>293,550.00</b>

BAFO AMOUNT	\$	1,487,175.00
Annual Projected Spend	\$	495,725.00
Monthly Spend	\$	41,310.42