# Welcome to the

# JEA. Awards Meeting

March 28, 2024, 10:00 AM EST

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

At the designated public comment time we will provide opportunity for you to unmute to speak.

During the meeting, public comments received via e-mail regarding any matter on the agenda for consideration will be read out. Per the Public Notice Agenda posted on <u>JEA.com</u>, public comments by e-mail must be received no later than 9:00 a.m. on the day of the meeting to be read during the public comment portion of the meeting.

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

## JEA Awards Agenda March 28, 2024

# 225 North Pearl St., Jacksonville, FL 32202 - Hydrangea Room 1st Floor <u>Teams Meeting Info</u>

## **Consent Agenda**

The Chief Procurement Officer offers the following items for the JEA Awards Consent Agenda. Any item may be moved from the Consent Agenda by a committee member asking that the item be considered separately. All items on the Consent agenda have been approved by OGC, Budget and the Business Unit Vice President and Chief. The posting of this agenda serves as an official notice of JEA's intended decision for all recommended actions for Formal Purchases as defined by Section 3-101 of the JEA Procurement Code, if you wish to protest any of these items.

Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term (Projected) Start Date - End Date	JSEB Participation (Y/N) If Y, then list company name(s) (%, \$ - awarded)
1	Minutes	Minutes from 05/11/2023 Meeting	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Contract Increase	1411290046 - Management Consulting	Schepis	Black & Veatch Management Consulting, LLC	O&M	\$150,000.00	\$300,000.00	\$481,600.00			
2	JEA issued an Invitation The team evaluated the estimated hours. The proposal pricing how and a proposal pricing how a warded: 02/29/2024 The scope of Engineer support during startup. The contract was originaterns.	Five (5) Years w/One (1) - 1 Yr. Renewal One Renewal Remaining Start Date: 08/26/2023 End Date: 08/25/2028  Start Date: 03/14/2024 End Date: 08/29/2029 (Project Completion)	N/A								
						<b>Consent Agen</b>	da Action				
Committee Members in Attendance  Motion by:		<b>Ted Phillips, Janie</b> Janie Smalley	Smalle	y, David Emanuel							
Second By:		David Emmanuel									
Committee Decision		Approved									
					Consent	and Regular A	Agenda Signa	atures			
Budget	Name/Title	Stophanul M Nealy									
Awards Chairman	Name/Title	Theodore B Phil	lips	CFO							
Procurement	Name/Title	<u> JAMOUM</u>									
Legal	Name/Title	Rebecca La	evie								

#### JEA Awards Agenda March 21, 2023

#### 225 North Pearl St., Jacksonville, FL 32202 - Hydrangea Room 1st Floor

Teams Meeting Info

#### Consent Agenda

The Chief Procurement Officer offers the following items for the JEA Awards Consent Agenda. Any item may be moved from the Consent Agenda to the Regular Agenda by a committee member asking that the item be considered separately. All items on the Consent agenda have been approved by OGC, Budget and the Business Unit Vice President and Chief. The posting of this agenda serves as an official notice of JEA's intended decision for all recommended actions for Formal Purchases as defined by Section 3-101 of the JEA. Procurement Code. Please refer to JEA's Procurement

Award#	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term (Projected) Start Date - End Date	JSEB Participation (Y/N) If Y, then list company name(s) (%, \$ - awarded)
1	Minutes	Minutes from 05/11/2023 Meeting	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Contract Increase	124-19 Progressive Design-Build Services for the 1.0 MGD Water Purification Facility	Melendez	The Haskell Company	Capital	\$8,867,157.37	\$800,000.00	\$78,867,157.37			
2	The scope of work for this contract increase it carry out the work a deemed reasonable by.	ion contact: Dan Kruck his contract includes the design, constructi s for the construction of one aquifer replen s a separate project, but site coordination as EA project staff.	ishment well and nd timing dictated	st, checkout and startup of a 1.0 million ge one shallow monitoring well. This aquifer It that it would be better value to JEA to all st. During site preparation it was discovere	replenishment will allow JEA to apply ow Haskell to perform work. JEA neg	y for groundwater credits through totiated a lump sum price for the	n the SJRWMD consumptive use replenishment well which was con	npared to the internal JEA estimate and	10/14/2021 - \$5,223,357.00 1/17/2022 - \$5,105,646.00 08/17/2023 - \$58,870,997.00	Start Date: 02/11/2020 End Date: 06/30/2025	N
	Request for Proposal (RFP)	1411368846 Design Services for the Circuits 817 and 858 North Jacksonville Area 138kV Transmission Loop	Melendez	Pickett and Associates	\$2,517,843.00						
3	construct two entirely is and the proposed new I	cived ting: 11/22/2023 ion contact: Jason Behr sal (RFP) was to select a vendor for design w: 138kV transmission circuits. The first EA Pecan Park Substation. When complet liter, reducing the transmission hours and n	will be circuit 817 e, the proposed ci	n the existing JEA Garden City Substation e revisited engineering estimates and	N/A	Project Completion Start Date: 04/12/2024 End Date: 05/31/2029	Meskel & Assoc. 7%				
4	Optional Site Visit Me Bids Opened: 03/12/2f Three (3) Bids Receive For additional informa The purpose of this Inv that will be located alo updated lab, and a larg circuits and outlets, fire & FM, fire main with b	se Meeting: 02:02/024, Four (4) Attende time; 02:05/024, Tw (2) Attendees 24 di on contact: Halley Stewart liation for Bid for the construction of West gu the fine line on the southeast corner ne er conference room for staff meetings. It we sprinkler system and security badge are sprinkler system and security badge are sprinkler system and security badge are suitlding standpipe. Demolition of the existi	side Service Cent ar building 6 as d Il also require ins s. The building w ng Building 5 wil	Breaking Ground Contracting  er (WSSC) Glove Lab and Administration escribed in this Solicitation (the "Work") tallation of metal stud and gypsum board, tre il allow for a large conference room, tre il also be completed once the new building 175.00. Breaking Ground was the low bidd	and to determine the best method for J sartitions; installation of Acoustic Ceil skroom and larger ADA compliant res is complete.	EA to procure the Work with reg ling Tile (ACT), grid, and light f strooms. In addition, there will be	gard to pricing. The new facility w ixtures; installation of Vinyl Com e new underground electrical servi	ill include administrative office space, posite Tile (VCT) flooring; electrical ce, water service, sewer service, lift station	N/A	Project Completion Start Date: 04/01/2024 End Date: 12/01/2024	100%, the awardee is a certified JSEB \$2.346,000.00
5	Joint Project  JP-COJ-Sibbald Road Improvements  Melendez  Pars Construction Services  Capital  S900,071.54  S900,071.54									Start Date: 04/01/2024 End Date: 02/14/2025	N/A

cived on contact: Dan Kruck nutracts is to obtain generator supply and indby emergency generator systems. The mormal supply and connect load to emclosure, and all accessories necessary: 14 for fifteen generators. After bid opening is proposed to be awarded three (3) generators. Telematic Mobile Office Equipment	The purpose of these contained, automatic s will disconnect load fr aluminum generator so This solicitation was b	grency Generators for Wastewater - FY25  Dan Kruck  bain generator supply and installation serving generator systems. The self-contained c	Ring Power Corp ACF Standby Corp	Capital	Ring Power Corp - \$673,465.00 ACF Standby Corp - \$373,495.00	N/A	Ring Power Corp - \$673,465.00			
cived on contact: Dan Kruck nutracts is to obtain generator supply and indby emergency generator systems. The mormal supply and connect load to emclosure, and all accessories necessary: 14 for fifteen generators. After bid opening is proposed to be awarded three (3) generators. Telematic Mobile Office Equipment	Opened: 02/27/2024 Four (4) Responses Re For additional informa The purpose of these of contained, automatic so will disconnect load fr aluminum generator so This solicitation was b	btain generator supply and installation servi ney generator systems. The self-contained e					ACF Standby Corp - \$373,495.00			
Mobile Office Equipment  24  ion contact: Angel Iosua		uply and connect load to emergency generate and all accessories necessary for a complete a enerators. After bid opening JEA reduced th	ces at various locations for lift stations through nergency electric system shall consist of an el- r, Diesel engine driven electric generator set sh d operable installation.  budget for generator purchases resulting in or Standby Systems is being awarded two (2) gen	rruption of normal power from nd design with all necessary swi generators being awarded. JEA	transformer, will start automatics itchgear, and controls. Vendor sha is awarding the generators on a s	ally and, by an automatic transfer switch, all furnish fuel tank, sound attenuated	N/A	Start Date: 04/01/2024 End Date: 06/01/2025	N/A	
24 ion contact: Angel Iosua	Invitation For Bid (IFB)	5646 GPS & Telematic le Office Equipment Phillips,T	Access Wireless Data Solutions	Capital	\$920,983.20	N/A	\$920,983.20			
id due date set for January 9, 2024 was es was unable to meet the warranty services	The purpose of this In Although the original hardware. One supplie	d is to evaluate and select a vendor that can t for January 9, 2024 was extended to Januar o meet the warranty services required, while	provide GPS & Telematics Mobile Office Equi ry 17, 2024, we only received one (1) respons another stated they are not a reseller for this ty stablished by Fleet and Telecom Services for I	num qualifications for this specific revices team which revealed this equipment	N/A	Start Date: 02/21/2024 End Date: 02/20/2027	N			
ost of operations. The primary communic ces specifically involved in this Invitation 83.20 for a three (3) Year contract from (	and (3) achieve lower sites and JEA. The dev	ons. The primary communication device inst ly involved in this Invitation for Bid are Cra aree (3) Year contract from 02/21/2024 thro	is information regarding JRA's Fleet and emp alled in each vehicle would use cellular uplink dlePoint Wireless Router(GPS Telematic Traci ugh 02/20/2027 for GPS and Telematic Mobil							
NGS - N01 A2/E2 Fuel Feeder Replacement Project ion contact: Jason Bchr	Single Source For additional informa	olacement Project Melendez	UCC Environmental	Capital	\$591,750.00	N/A	\$591,750.00		Diag 16	
to replace the Northside Generating Stat	This project is propose	e Northside Generating Station Unit 1 - A2/	er conveyor equipment. This includes the conv E2 Fuel Feeder Drag Conveyors due to excessi nt of the N01 A2/E2 rear wall fuel feeder conv	ve and irreparable equipment wear.				N/A	Project Completion Start Date: 04/02/2024 End Date: 05/31/2025	N
NGS - N01 Grid Floor Nozzle Replacement Project	Single Source	placement Project Melendez	FW North America Equipment Company, Inc.	Capital	\$1,620,000.00	N/A	\$1,620,000.00			
umitomo SHI-FW latest standard "four an load. Engineering Study determined the ", ur arm" nozzle is a proprietary design an	This project is propose Study to determine if S target is <=45% boiler SHI-FW's Option 2 "f	e N01 grid floor nozzle assemblies. Grid flo FW latest standard "four arm" grid nozzle ring Study determined the "four arm" (Opti le is a proprietary design and the only suppl	or nozzles currently have widespread damage it ould be installed to lower the current minimum n 2) would achieve JEA's desired results. This er of this CFB grid floor nozzle. The proposed or operational risks, the price is considered reas	n Primary Air flow setpoint, thereby a nozzle design was used in the Engine grid floor nozzle assemblies were imp	allowing a reduction of the mini eering Analysis modeling for JE	mum load on the boiler below the A's style Circulating Fluidized B	e current 50% boiler load limitation. JEA's	N/A	Project Completion Start Date: 04/27/2024 End Date: 02/27/2025	N
1410866446 JEA Electric Plant Valve Repair Services & Materials	Contract Increase		S-I Intermediate Holdings dba Floworks USA LP dba Severe Service Specialists	Capital, O&M	\$0.00	S-I Intermediate Holdings dba Floworks USA LP dba Severe Service Specialists \$490,000.00	S-I Intermediate Holdings dba Floworks USA LP dba Severe Service Specialists \$1,874,000.00 (No Change)			
			Control Southern, Inc.			Control Southern \$210,000.00	Control Southern, Inc. \$1,144,000.00	S-I Intermediate Holdings dba Floworks USA LP dba Severe Service Specialists 10/06/23 - \$49,000.00		
	operated and air opera  Rather than awarding:  For this increase, JEA	g all supervision, labor, material, tools, equi ted at JEA's Electric Plant facilities. This te rd, it was originally awarded to the budget to be amount awarded to Control Southern, Inc	chnical specification sets forth the general and a Flotech, LLC (now S-I Intermediate Holdings by \$913,000.00 to cover the services required	for \$210,000.00.	S-I Intermediate Holdings dba Floworks USA LP dba Severe Service Specialists 10/23/23 - \$1,335,000.00 Control Southern, Inc. 12/13/2023 - \$21,000.00	Three (3) Year w/Two (2) -1 Yr. Renewals Start Date: 110/12022 End Date: 10/31/2025	N			
Repair	Originally Awarded: 1 For additional informa The scope of work inc operated and air opera Rather than awarding For this increase, JEA	1	chr  chr  ag all supervision, labor, material, tools, equi sated at JEA's Electric Plant facilities. This to  rd, it was originally awarded to the budget to  the amount awarded to Control Southern, Inc.	6 JEA Electric Plant Valve Services & Materials  Erixton  Erixton  Erixton  Erixton  Floworks USA LP das Severe Service Specialists Specialists  Control Southern, Inc.  chr  g all supervision, labor, material, tools, equipment, consumables, and subcontracts as necested at JEA's Electric Plant facilities. This technical specification sets forth the general and rnd, it was originally awarded to the budget to Flotech, LLC (now S-I Intermediate Holding.	6 JEA Electric Plant Valve Services & Materials  Erixton  Floworks USA LP dha Severe Service Specialists  Control Southern, Inc.  Capital, O&M  Control Southern, Inc.  chr  ag all supervision, labor, material, tools, equipment, consumables, and subcontracts as necessary to disassemble, clean, inspect, routed at JEA's Electric Plant facilities. This technical specification sets forth the general and specific requirements for repair of cus and, it was originally awarded to the budget to Flotech, LLC (now S-I Intermediate Holdings dba Floworks USA LP dba Severe She amount awarded to Control Southern, Inc. by \$913,000.00 to cover the services required for the remainder of the contract ter	6 JEA Electric Plant Valve Services & Materials  Floworks USA LP dba Severe Service Specialists Control Southern, Inc.  Capital, O&M S913,000.00  S9	6 JEA Electric Plant Valve Services & Materials  Erixton  Southern, Inc.  Sout	6 J.E. Electric Plant Valve Service & Materials  Services & Materials  Lexiton  Services & Materials  Lexiton  Services & Materials  Control Southern, Inc.  Control Southern, Inc.  Services & Materials  Lexiton  Services & Materials  Control Southern, Inc.  Services & Materials  Lexiton  Services & Materials  Services & Materials  Services Services Specialists S1,874,000.00 (No Change)  Control Southern S1,144,000.00  Control Southern S1,144,000.00  Control Southern S1,144,000.00  Lexitor Services Specialists S1,874,000.00 (No Change)  Control Southern S1,144,000.00  Lexitor Services Services Specialists S1,874,000.00 (No Change)  Control Southern S1,144,000.00  Control Southern S1,144,000.00  Control Southern S1,144,000.00  Lexitor Services Services Specialists S1,874,000.00 (No Change)  Control Southern S1,144,000.00  Control Southern S1,144,000.00	Services & Materials  Services & Services Services Services Specialists  Services & Services Services Specialists  Services & Services Services Specialists  Services & Services Services Services Specialists  1006/23 - 549,000.00  Services & Services Servi	Service & Materials  For Service Servi

Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term (Projected) Start Date - End Date	JSEB Participation (Y/N) If Y, then list company name(s) (%, \$ - awarded)
	Contract Increase	JP- COJ- McCoy's Creek Bridge Replacement-Cherokee St to St Johns River	Melendez	Hal Jones Contractor	Capital	\$3,696,538.32	\$331,438.00	\$5,299,718.22			
11	The City of Jacksonvill relocated to prevent dis 04/14/2022. The original award and	D23 tion contact: David King te (COJ) has a Design-Build project to replace ruption to our customers and delays to the proj tsubsequent amendments covered the design at water mains out of conflict with COJ's proposec	ject. COJ receive	d two proposals for this Design-Build R ervices associated with utility relocation	FP and selected Hal Jones Contractor as a for the King St. bridge. This amendme	s the most qualified to perform nt request is for the Stockton St	the work. COJ entered into a co work. It includes sewer work or	ntract with Hal Jones Contractor on onsisting of constructing a new lift station	04/18/2023 - \$1,144,351.00 08/16/2023 - \$127,391.00	Project Completion (Expected: December 2025)	N/A
	Contract Increase	1411269846 JEA Circuit Imeson Substation 26kv Circuit 493 Substation Breaker and Cap Bank Addition	Melendez	Powerserve Technologies Inc.	Capital	\$55,161.00	\$273,229.00	\$328,390.00			
12	recently experienced th installation of a 26kV S The contractor found so new design and materia	formally 07032023 tion: Jason Behr in the construction of Imeson 493, which will emal overloading which is a violation of the d SCADA controlled distribution capacitor bank everal design flaws where electrical clearances is as well additional labor. Contractor ran out red. Substation yard severely lacked a layer of	listribution plann which will impro weren't met which of work due to the	ing criteria. This project has been design ove station power factor. th required new design and materials. A he next allowed outage being -1 month	iolations. This project will also result in the ad during a planned outage and required	N/A	Project Completion Start Date: 1001/2023 End Date: 04/05/2024	N			
13	Invitation to Negotiate (ITN)  Advertisce: 01/12/2024 Opened: 02/21/2024 Opened: 02/21/2024 Five (5) Response Received Four (4) Vendors Shortlisted Territory  Advertisce: 01/12/2024 Opened: 02/21/2024 Five (5) Response Received Four (4) Vendors Shortlisted The scope of work for this contract includes the restoration of sod in Municipal, City, County and Florida Department of Transportation (FDOT) rights of way and easements in the South and East of JEA's service territory. The Work may also include hydro seeding, fill placement, moderate compacting, and removal and haulting of site debris and extra fill to another site. The tickets performed under this contract are volumetric in nature, typically over 1,000 tickets per year and may be small square footage jobs, as few as 10 square feet and as large as or large than 500 square feet per tricket and can included backfilling, water meter box installation and seed.  Four vendors were shortlisted to submit Best and Final Offics (BAFO) on 03/01/2024. BAFO responses were received from two (2) vendors on 03/06/2024. American Construction Enterprises of N.E. FL is the highest ranked vendor. The BAFO request resulted in an average price reduction of 2.3%. When compared to the previous contract awarded in 2018, this is a net price increase of 14.3%, which is an annualized increase of 2.3%, and deemed reasonable									Start: 04/01/2024 End: 03/31/2029	100% - The awardee is a certified JSEB firm
14	The scope of work for t placement, moderate or and as large as or large Four vendors were shor	eived	oris and extra fill ded backfilling, v on 03/01/2024	to another site. The tickets performed u vater meter box installation and seeding . BAFO responses were received from t	nder this contract are volumetric in natu	re, typically over 1,000 tickets	per year and may be small squa	re footage jobs, as few as 10 square feet	N/A	Start Date: 04/01/2024 End Date: 03/31/2029	100%, the awardee is a certified JSEB
15		Substations 0/27/2022 tion contact: Jason Behr	Melendez	Leidos Engineering LLC Chen Moore & Associates, Inc. Workey Group, Inc.	Capital	Leidos Engineering LLC - \$671,594.63 Chen Moore & Associates, Inc \$1,574,557.00 Workey Group, Inc No Change	Leidos Engineering LLC - S406,000.00 Chen Moore & Associates, Inc S1,015,000.00 Worley Group, Inc S609,000.00	Leidos Engineering LLC - \$1,471,818.43 Chen Moore & Associates, Inc \$2,589,557.00 Worky Group, Inc 5609,000.90 (No Change)	06/14/2023 Leidos Engineering LLC - \$203,000.00 12/14/2023 Leidos Engineering LLC - \$191,223.80	Three (3) Year w/ Two (2) 1-Yr. Renewals Start Date: 11/01/2022 End Date: 10/31/2025	JSEB Optional Chen Moore & Associates, Inc. ~ 7% Meskel & Associates Engineering, PLLC - 5% VIA Consulting Services, Inc. ~ 2% Worley Group, Inc. ~ 6% Prosser ~ 6%
	engineering is a very sp Originally, JEA funded	needed to supplement the design process for sh occialized area; therefore, JEA requires compar It the contract based on engineering estimates fo to budget originally, new projects have been in	nies who have the	e resources and experience to execute el- n at the time. This increase is for the con	ectric substation/transmission engineering	ng are are proficient with the co	mputer application Microstation	L.			Leidos Engineering, LLC ~ 5% CSI Geo, Inc. ~ 1% Alpha Envirotech Consulting, Inc. ~ 1% Smith Surveying Group ~ 3%

Award#	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term (Projected) Start Date - End Date	JSEB Participation (Y/N) If Y, then list company name(s) (%, \$ - awarded)
	Request for Proposal (RFP)	1411480246/ General Engineering Services - Electric Generating Plants	Melendez	BLACK & VEATCH CORPORATION BURNS & MCDONNELL ENG CO, INC. ENERCON SERVICES, INC.	Capital , O&M	\$2,318,400.00 \$772,800.00 \$772,800.00	NA	\$3,864,000.00			Y Black & Veatch
16	The purpose of this Re and construction of a la After evaluating the fo Engineering, Co. and I doing business with JE Black & Veatch had th	Meeting: 11/01/2023 titicipated 2/1/2023 ceived dition contact: Eddie Bayouth quest for Proposal was to solicit proposals gree, municipal electric utility. The work was tur (4) proposals received, JEA selected thre increcon Services, Inc. By selecting three (3 A for the first time.	ee (3) Engineerin ee engineering fir ed CY2023 price	neering Services for the Electric Generating rily of Capital and O&M projects or tasks th go contract. IEA assigned 60% of the con ms, JEA will have the effectability to assignt ing, and their current pricing has only increa- nercon's pricing could yield savings over the	at are planned or developed throughout tract to Black & Veatch Corporation, th the work and ensure that one of the three ased 7.11% since 2018. Burns & McDe	the course of a five (5) year or the incumbent and highest evaluations will always be available connell's pricing is around 24%	ontract period.  uated firm. It evenly split the rem  Burns & McDonnell has worke	naining 40% between Burns & McDonnell ed for JEA in the past while Enercon will be	NA S	Three (3) Years w/ Two (2) – 1 Yr.  Renewals Start Date: 0401/2024 End Date: 03/31/2027	Hatck & Veston (Mesché & Associates Engincering - 5% - \$115,202,00) Burns & McDonnell (TRC Energy Engineering, LLC- 5% - \$38,840,00) Enercon (Smith Surveying Group, LLC- 1% \$7,728,00) (CSI Geo., Inc 2% - \$15,426,00) (AE Engineering, Inc 2% - \$15,426,00)
	Piggyback	GRU Contract # 2021-005(1) for Wire and Cable part numbers CAIUS007, COBAA023, CAIUS002, CAIUS003, COBAA020	Phillips	Stuart Irby	Inventory	\$522,572.38	N/A	\$522,572.38		0500000 400000	
17	potential savings of \$6 their contract so we wi	o piggyback off the GRU contract pricing t 2,268.95 over the next six (6) months. The	plan is to piggyl	butor Stuart Irby adding them as a secondar sack until we are able to competitively bid the parts are on the Irby contract (14 parts). We	he entire category of wire and cable. Th	is initiative for this piggyback	is to take advantage of better pri-	cing that was found. Irby will not extend	N/A	05/1/2021 - 4/31/2025	N
						Consent Age	enda Action				
Committee Members in Attendance	Names	Ted Phillips		<u>,                                    </u>	Laura Schepis		,	Tony Long			
Motion by:	Laura S	Schepis									
Second By:	Tony L	ong									
Committee Decision	Approv	red									
						t and Regular	Agenda Signat	tures			
Budget	Name/Title	Stophanul M	Maly	·							
Awards Chairman	Name/Title	Theodore	. B <sup>o</sup> .	Phillips (	CFO						
Procurement	Name/Title	4911WWVV	<u>'\\\</u>								
Legal	Name/Title	Rebecca	La	evie							

### EXHIBIT A REOUEST FOR SERVICES

#### CONSULTING SERVICES AGREEMENT

#### Between

#### JEA ("Client")

#### And

#### Black & Veatch Management Consulting, LLC ("Consultant")

Pursuant to the terms and conditions of the Management Consulting Contract executed and made effective as of the 18<sup>th</sup> day of March 2023, between **JEA** ("Client") and Black & Veatch Management Consulting, LLC ("Consultant") (JEA CONTRACT # 11601), Client hereby requests Consultant perform and Consultant agrees to perform the following Services:

Effective Date: This Exhibit A will be effective on March 18, 2024.

#### A. <u>Requested Services</u>:

#### Cyber Compliance Phase 2.

This project is to advance the maturity and effectiveness of the JEA Cyber Compliance Program. The issues that will be addressed are:

- 1. Task 1: Develop Training Program Recommendations for Future State Cyber Compliance
  - a. Objectives:
    - i. Develop JEA Cyber Compliance Training Recommendations including defining learning objectives to ensure future training is role-specific for JEA staff with direct compliance responsibilities
  - b. Activities:
    - i. Review existing training
    - ii. Define future state training objectives
    - iii. Review existing vendors of computer-based NERC CIP and Cyber Compliance trainings
    - iv. Provide recommendations to revamp training to advance beyond compliance awareness to rolespecific training
  - c. Deliverables:
    - i. Compliance Training Recommendations Report (MS PowerPoint)
- 2. Task 2: Define Roles and Responsibilities for CIP and Cyber Compliance
  - a. Objectives:
    - i. Redefine Compliance Roles and Responsibilities across TS and Compliance
  - b. Activities:
    - i. Review existing job descriptions
    - ii. Develop future state job descriptions around the "Three Lines of Defense" approach
    - iii. Review existing scope for virtual Chief Information Security Officer (vCISO) and develop recommendations for an outcomes-based approach to ensure closer coordination with JEA goals. Review Technical Services Capabilities relative to CIP Compliance; assess CIP Compliance awareness and develop recommendations to inform future training needs as input to overall training recommendations.
    - iv. Review recommendations from Scott Madden on Technical Services on Organizational Design with deep focus on future operating model for CIP Compliance
    - v. Establish roles and responsibilities within Compliance and the Water/Wastewater Group to enable standing-up a compliance capability in advance of forthcoming rules and regulations.
    - vi. Review roles, job descriptions and capabilities within Energy Services to confirm a JEA-unified approach to compliance across all business units and apply best-practices from JEA Energy Supply into overall recommendations
  - c. Deliverables:
    - i. CIP Compliance Roles and Responsibilities Definition Report (MS PowerPoint)
- 3. Task 3: Ensure Effective Organizational Readiness for Change
  - a. Objectives:
    - To ensure recommendations to the future state compliance program are sustainable, effective, develop the organizational change readiness management plan to build stakeholder alignment, support a smooth transition and long-term acceptance.
  - b. Activities:

- i. Conduct change impact assessment to identify potential areas of resistance or lack of clarity
- ii. Develop the change management plan, including communications plan to support realization of defined future roles and responsibilities
- c. Deliverables:
  - Work with JEA's Change Management Organization to identify means to communicate ne processes and procedures

#### B. <u>Commencement Date</u>:

March 18, 2024

#### C. <u>Fees, Travel & Expenses</u>:

The Consultant will perform the consulting services on a lump-sum basis for a total fee of \$143,000 excluding any travel expenses. Travel is estimated at \$7,000.

Travel and other related expenses must be approved in writing before any travel is booked or expensed. Travel will be paid in accordance with JEA's Travel Policy, attached as Appendix C – JEA Travel Contractor Travel Policy.

Project Staffing, hourly rate, and estimated hours:

Description of Services – Tasks Assigned	Hours	Position Weighting	Hourly Rates	Fees
Principal/Lead Consultant	42	9%	\$360	\$15,120
Senior Consultant/Project Manager	300	68%	\$350	\$105,000
Researcher/Analyst	102	23%	\$225	\$22,880
	484	100%		\$143,000
	Travel and	\$7,000		
			Total	\$150,000

Payment Terms: Invoices are due Net 30.

#### D. Estimated Cost of the Services:

Services: \$143,000.00
Travel & Expenses Not To Exceed: \$7,000.00
Grand Total \$150,000.00

#### E. <u>Estimated Completion Date</u>:

June 5, 2024

- F. Monthly Billing: Commencing on or about the first day of the calendar month following execution of this Agreement, and monthly thereafter, Consultant shall furnish Client with an invoice covering the Reimbursable Costs and Fee for services provided during the previous month and any interest due under this Agreement. Invoices may be submitted electronically by email to ACCTPAYCUSTSRV@JEA.COM. In such event, the electronic copy of the invoice will be considered the official invoice and will not be followed by a hard copy invoice. Notwithstanding any other provision of the above-referenced Agreement, or this Exhibit A, Consultant is under no obligation to submit any deliverable if any invoice is more than 45 days outstanding.
- G. Method of Payment: Payments to be made to Consultant under this Agreement shall be electronically transferred either by ACH, specifically in CCD+ or CTX format, or wire transfer to the bank account and in accordance with the bank instructions identified in Consultant's most recent invoice in immediately available funds no later than the payment due date. Invoice number and project name shall be referenced in the bank wire reference fields or the ACH addenda information.

For Independent Engineer personnel approved by Client that ultimately remain on the assignment for more than 1-year an increased tax burden pursuant to home and work jurisdiction tax laws may arise. Client will be responsible for, and will pay, all such increased expenses related to federal, state and local tax assistance provided by Independent Engineer to the affected Independent Engineer personnel, as well as any increased tax and compliance costs incurred by Independent Engineer personnel. Application of the appropriate tax rules will be determined by B&V. The charges will be billed, when appropriate, with the travel and living expenses affected and incurred in the performance of the Services detailed in this SOW. Should Client be required under any law or regulation of any governmental entity or authority, domestic or foreign, to withhold or deduct any portion of the payments due to Independent Engineer, then the sum payable to Independent Engineer shall be increased by the amount necessary to yield to Independent Engineer an amount equal to the sum it would have received had no withholdings or deductions been made. Independent Engineer will notify you at least thirty (30) days in advance of any resource reaching his or her twelfth month of being staffed under this Exhibit or in the event that staffing of any particular resource may give cause for additional taxes or other charges to be assessed. You have the right to request that any resource that has or may exceed twelve months of Services under this Exhibit be replaced with a resource with similar skill sets to continue to perform the Services under this Exhibit. Such request will not be unreasonably denied by Independent Engineer. These compensatory charges are typically related to direct expenses that a Independent Engineer consultant may incur while remaining in the same work location for more than 12 months. With prior notice and approval from Client, any tax compensatory charges will be passed through to Client as expense line items.

H. Disputes: In the event Client disputes any invoice item, Client shall give Consultant written notice of such disputed item within 10 days after receipt of such invoice and shall pay to Consultant the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of eighteen percent per annum, or the maximum amount allowed by law if less, from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due. In the event Consultant refers this Agreement to a third party for collection or enforcement of its terms, Consultant shall be entitled to reimbursement for all costs and expenses incurred, including a reasonable attorneys' fee. In the event that Client has an unpaid invoice over 50 days past due, Consultant may, in addition to all other remedies available at law and equity, terminate this Request for Services.

This Request for Services and the above-referenced Agreement constitute the complete understanding of the parties with respect to the Services specified herein. Terms and conditions contained in purchase orders, work orders, or other documents issued by Client with respect to the Services shall be of no force and effect.

IN WITNESS WHEREOF, the parties have executed this Request for Services on the date(s) indicated below.

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	r,	А	

#### BLACK & VEATCH MANAGEMENT CONSULTING, LLC

Ву:	By:		
By:(Printed)	By:(Printed)		
Title:	Title:		
Date:	Date:		
		Legal Approved Reviewed Date	PM Approved Date

### **Appendix C - JEA Contractor Travel Policy**



#### JEA Awards Agenda February 1, 2024

## 225 North Pearl St., Jacksonville, FL 32202 - Hydrangea Room 1st Floor Teams Meeting Info

#### Consent Agenda

The Chief Procurement Officer offers the following items for the JEA Awards Consent Agenda. Any item may be moved from the Consent Agenda to the Regular Agenda by a committee member asking that the item be considered separately. All items on the Consent agenda have been approved by OGC, Budget and the Business Unit Vice President and Chief. The posting of this agenda serves as an official notice of JEA's intended decision for all recommended actions for Formal Purchases as defined by Section 3-101 of the JEA Procurement Code, if you wish to protest any of these items.

	1			As intended decision for an recommended		1	1		you wish to protest any of these items.		T
Award#	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term (Projected) Start Date - End Date	JSEB Participation (Y/N) If Y, then list company name(s) (%, S - awarded)
1	Minutes	Minutes from 05/11/2023 Meeting	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Contract Extension	1410196646-On-Road Residential Electrification Program and Strategy	Pope	Sagewell, Inc.	O&M	\$300,235.00	\$298,429.00	\$1,847,899.00			
2	This request is for \$300,235.00 in additional funds for a five (5) month extension from 05/01/2024 to 09/30/2024 to the existing contract with Sagewell, Inc. to maintain JEA's on-road residential electrification program and strategy for JEA's electrification efforts with the primary purpose of increasing JEA's net revenue. This extension shall maintain the scope changes previously approved by the Awards Committee. The general administrative fees (monthly program fee) for this extension shall include a four (4%) percent increase from current monthly program fee.  The total amount shown is based on a five (5) month participation forecast. JEA's costs for IT support shall remain constant for this extension. JEA is in process of preparing a new bid for these services and anticipates beginning a new contract and the end of this extension. A five (5) month extension is being done to align with JEA's new fiscal year for the new contract.									One (1) Year wTwo (2)-One (1) Yr. Renewals Begin: 05/01/2021 End: 09/30/2024 No renewals remaining	N
	Change Order	Post Implementation Professional Service Support For ON-Premise Oracle E-Business Suite Migration To Oracle Cloud Infrastructure	Selders	Accenture, LLP	O&M and Capital	\$472,192.00	\$1,600,000.00	\$2,072,192.00			
3	For additional information contact: Angel Iosua  This award piggybacks off of the public NASPO contract No. 43230000-NASPO-16-ACS For Cloud Solutions dated June 21, 2019, competitively procured Cloud Solutions and executed Contract No. AR3086, Cloud Solutions ("Master Contract").  This change order request is for \$472,192.00 of additional professional and architectural support services through 07/25/2024 for Oracle Integration Cloud Support and Oracle Service Bus. The rates in the SOW for professional and architectural support services will remain the same. JEA needs the additional Accenture resources because they have direct knowledge of JEA's new Cloud Infrastructure having led the implementation. Without Accenture's continued engagement support the ability of JEA's resources to effectively maintain/support this infrastructure is limited which would put JEA at risk. The request allows JEA's resources to take advantage of Accenture's knowledge and experience in a production environment.									One (1)Year with No Renewals Start: 07/26/2023 End: 07/25/2024	N
	Invitation For Bid (IFB)	1411528246 Installation of West Jax T1 Autotransformer	Melendez	C and C Power Line, Inc.	O&M	\$384,082.60	N/A	\$384,082.60			
4		eeting 12/11/2023 109/2024 eccived tion contact: Kenny Pearson							N/A	Project Completion Start Date: 01/20/2024 End Date: 01/31/025	N
	for acceptance of the n	new T1 Autotransformer at West Jax Subst	ation.	cludes demolishing an existing concrete tra- ext lowest bid is 36% higher than the busin				rs, bus-work, jumpers, and terminations			
	Contract Increase	001-20 Construction Management-at- Risk (CMAR) Services for the Nassau Water Reclamation Facility (WRF) Upgrade Projects	Melendez	The Haskell Company	Capital	\$4,546,608.00	\$420,020.00	\$116,360,084.00			
5	5 Deferred								06/23/2022 - \$19,899,397.00 10/06/2022 - \$85,235,958.00 02/16/2023 - \$6,258,101.00	Start Date: 01/05/2021 End Date: 02/05/2025	N

Award#	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term (Projected) Start Date - End Date	JSEB Participation (Y/N) If Y, then list company name(s) (%, S - awarded)
	Invitation to Negotiate (ITN)	1411290046 - Management Consulting	Selders	Black & Veatch Management Consulting, LLC	O&M	\$31,600.00	\$300,000.00	\$331,600.00			
6	IEA is secking consul IEA to procure the Wo The team evaluated th hours. The projects wi An agreement was exc. Str0,000.00, which le This task to Black & Specifically, IEA Seek - Demand Planning Is - Long Lead Time rela - Separating Capital Ir -	ork with regards to pricing, assignments de Responses and the decision was made to be awarded as individual task orders. Leuted informally with Black & Veatch in fit \$130,000.00 in available funds. Veatch in the amount of \$161,600.00 is fo so to Analyze, Improve and Compare/Sugg sates tel Issues on Critical Items wentory from O&M Inventory esses in these areas, suggest improvement ry peers who have similar challenges in the second of the second o	award four con- the not-to-exceed cused on analyzi est Industry best s, Business Processe areas, Sugge	tracts. The awarded companies will work in amount of \$300,000.00. One Task to Blacking and improving our current Procurement practices in the following Areas:	rovided in their Responses and estimated	N/A	Five (5) Years wiOne (1) - 1 Yr. Renewal One Renewal Remaining Start Date: 08/26/2023 End Date: 08/25/2028	N			
7	The City of Jacksonvil construct its needed in COJ issued RFP P-45- COJ entered into a cor The scope of work for life and will be upgrad	aprovements concurrently with the COJ re- 19 for Professional Engineering Services: stract with Osiris 9 Consulting on 04/20/2 JEA's portion of the project includes the re- led/replaced with new PVC pipe (open cut	ad construction, for Collins Road 023. elocation of the approx. 5,350	OSIRIS 9 Consulting  ent on Collins Road from Blanding Blvd to to ensure roadway restoration costs by JE.  Reconstruction from Blanding Blvd to Pir  existing sewer force main with a direction.  LF of PVC) which will also include a direction of the property of the proper	A are minimal. severde Lane. COJ evaluated the submi al drill component (approx. 435 LF) at tectional drill component at the Collins R	tted responses and selected On the Collins Road Bridge. In ad	siris 9 Consulting, LLC as t	he most qualified to perform the work.	N/A	Start Date: February 2024 End Date: April 2025 (Est. Project Completion)	N
8	CONTRACT RENEWAL  1410470046 - Supplemental Vegetation Management Services  Erixton  The Davey Tree Expert Company  O&M and Capital  S1,977,000.00  S1,292,078.35  S5,594,210.05  Last Awarded: 04/06/2023  For additional information: Kenny Pearson  The purpose of this renewal is to continue contract support of the vegetation management services contractor to provide services described herein ("Work").  JEA's general plan is to employ three to five crews on a forty hour a week/time and equipment rates (T&E) basis to provide coverage for additional supplemental vegetation management services over the three (3) year contract term, and if needed provide emergency storm support services. This includes, but is not limited to, urban, suburban, and rural environments, work within the travel way of single and multi-lane roadways, wooded rights-of-way, plants (power, water, wastewater), electric substation stations, well sites, timberland, and near commercial/industrial facilities. No minimum quantities are guaranteed.  There is an annual CPI increase associated with each renewal at the anniversary, the CPI increase for this work will be a 3.14% increase.								08/02/2022 - \$129,207.00 10/06/2022 - \$\$72,466.70 04/06/2023 - \$1,323,458.00	One (1) Yr. w/ Two (2) - One (1) Yr. Renewals Start: 02/01/2022 End: 01/31/2025 No Renewals Remaining	N

Award#	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term (Projected) Start Date - End Date	JSEB Participation (Y/N) If Y, then list company name(s) (%, S - awarded)
	Emergency/ Ratification	Single Phase Pad-mounted Transformers	McElroy	International Electric Co, Ltd	Inventory Blanket	\$6,107,290.00	NA	\$6,107,290.00			
9	Korea. These transfor	ification is to formalize the award commit mers were ordered in January and Februa	ry of 2023 and v	the emergency purchase of one hundred nim vere received in December of 2023. The IEC 50 kVA and 75 kVA single phase pad-mou	transformers had a considerably sh-	orter lead time than our currer	nt domestic manufacturers	ind were ordered as part the overall single	NA	One Time Purchase, already received.	N
	Emergency/ Ratification	Single Phase Pad-mounted Transformers	McElroy	KBS Electrical Distributors, Inc.	Inventory Blanket	\$876,188.60	NA	\$876,188.60			
10	For additional informa The purpose of this ra distributor, KBS Elect were ordered as part t	ification is to formalize the award commit	tee approval for s were ordered in asformer strategy	the emergency purchase of eighty (80) 25 k <sup>3</sup> . June of 2023 and have an expected delivery to mitigate the risk of running out of the 25	VA, sixty (60) 50 kVA and sixty (60 date of 03/18/2024. The Romagno kVA, 50 kVA and 75 kVA single p	) 75 kVA single phase pole-m le transformers had a consider hase pole-mounted transforme	nounted transformers from lably shorter lead time than ers.	Romagnolo in Brazil, through their US our eurrent domestic manufacturers and	NA	Project Completion Start Date: 06:09/2023 Start Date: 03/18/2024	N
	Single Source	Spot Buy Substation Circuit Breakers GCBAR002	McElroy	Mitsubishi Electric Power Products, Inc.	Inventory	\$573,425.00	N/A	\$573,425.00			
11	products possess. Cur breakers for planned T	for an immediate inventory purchase of five rently, lead time for the breakers is one hyransmission OCB Replacement and New	indred and fifty Substation Proje	22 substation circuit breakers from Mitsubisk (150) weeks. This short term purchase will e cts. Procurement and the business are currer 223. However, given that the PPI for similar i	nsure JEA's forecasted needs are me ntly in the planning stages for this ho	t while JEA conducts a solicit distic substation circuit break	ation to establish a long ter er formal bid.	nical facets that only the Mitsubishi n contract to adequately supply circuit	N/A	One-time purchase, expected delivery 12/18/2026	N
	Request for Proposal (RFP)	1411404246 Beacon Hills WTP Improvements	Melendez	McKim & Creed	Capital	\$788,851.00	N/A	\$788,851.00			Five Percent (5%) Evaluation Criteria
12		teived ting: 11/08/2023 tion contact: Darriel Brown							N/A	Start Date: February 2024 End Date: February 2025 (Est. Project Completion)	Evanlily Engineering (Electrical Engineering) - 11.66% Smith Surveying Group (Survey) - 5.77%
	This solicitation result commitments.	ng construction will be added at a later sta	ge via contract a gh JEA sought to	onal Engineering Services for the rehabilitati mendment).  improve participation with the extension of this nature. The rates are fixed for the first y	the due date and with inquiries to of	her capable engineering firms	. Several firms declined to				Meskel & Associates Engineering (Geotechnical Engineering Services) - 1.20%
	Request for Proposal (RFP)	1411399646 Engineering Services for North Grid THM Mitigation Project	Melendez	Hazen and Sawyer	Capital	\$1,175,771.00	N/A	\$1,175,771.00			
13	Deferred								N/A	Start Date: 02/22/2024 End Date: 08/29/2029	Four Waters Engineering (Civil) - \$10,450.00

Award#	Type of Award	Solicitation # & Short Description/Title	Amendments	Term (Projected) Start Date - End Date	JSEB Participation (Y/N) If Y, then list company name(s) (%, S - awarded)						
					(	Consent Agend	la Action				
Committee Members in Attendance	Names	Ted Pl	hillips		,David Ema	nuel		,Laura	Schepis		
Motion by:	Laura S	chepis									
Second By:	David E	manuel									
Committee Decision	Approve	ed									
	_ (	1			Consent a	and Regular A	genda Signat	tures			
Budget	Name/Title	Stophanul In 1	lealy								
Awards Chairman	Name/Title	Theodore E	3 Phil	<u>llips</u> CF	=O						
Procurement	Name/Title	JUMOWTh-		<i>V</i>							
Legal	Name/Title	Rebecca L	avie	,							

Award History	Awards	Tasks	<b>Available Funds</b>
Original Informal Award 8/22/23	\$300,000.00		\$300,000.00
Task #1 Phase 1 Compliance		\$170,000.00	\$130,000.00
Contract Increase 2/01/24	\$31,600.00		\$161,600.00
Task #2 Supply Chain		\$161,600.00	\$0
Contract Increase 3/28/24	\$150,000.00		\$150,000.00
Task #1 Phase 2 Compliance		\$150,000.00	\$0
Total amount after 3 awards	\$481,600.00	\$481,600.00	\$0