Welcome to the

JEA. Awards Meeting

March 13, 2025, 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 13, 2025

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 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 Purchasees 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	Business Unit Estimate	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 03/06/2025 Meeting	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
	Invitation for Bid (IFB)	1411906646 - Construction Services for Cisco Drive to Garden Street 20- Inch Water Main Project	Zammataro	Callaway Contracting, Inc.	Capital	\$6,605,252.00	\$5,177,234.60	N/A	\$5,177,234.60				
2	Date Advertised: 19/2025 Date Opened: 219/2025 Date (Deponed: 219/2025 Date (Deponed: 219/2025) Date (Deponed: 219/2025) Date (Deponed: 219/2025) Eight (S) Bids Recent Control (Southern Division, Inc 5.5.31,795.07) Erection Construction Southern Division, Inc 5.5.31,595.07 Erection Control (Controlling, Inc 5.5.69,141.75) Date (Deponed: 1.5.6.76) Date (Depone										Project Completion Start: 5/10/2025 End: 5/13/2026	Y - 7% RZ Services - \$180,000,00 DJ Contracting of Jacksonville, Inc \$34,936,97 Landscape Construction, LLC - \$91,016,46	
	Invitation For Bid (IFB)	1411924646 (IFB) CCCN Circuit 372 Addition - UG MH Conduit	Erixton	HEART UTILITIES OF JACKSONVILLE INC.	Capital	\$900,000.00	\$995,570.00	N/A	\$995,570.00				
	Date Advertised: 1/23/2025 Date Opened: 2/25/2025 Five (5) Bids Received Heart Utilities of Incknows lie Inc. \$995,570.00 SPE Utility Contractors. = \$1.219,000.00 Hypower LLC-\$1,455,634.00 The Violat Company. \$3,106,310.86 Inly Construction Company. \$3,206,3797.00 Project Completion												
3	materials (except as off conduit, along with var of quick-set cement and Since JEA installed the Boulevard at POW-MI	erwise noted). JEA will provide contractor tous PVC couplers, elbows, and plugs in si 110 conduit/cable markers. new 50 MVA T2 at the CCC North substa. A Memorial Parkway. The CCCN T1 serv 78 breaker and feeder, a new 372 distribut.	with 10 precast con zes of 1", 4", and 6" ation, JEA Operation res two circuits, 377	I mile of underground distribution infrastra- crete matholes, each including frames, cov. Materials for mathole grounding consist: as has been using the spare 372 circuit brea and 378, which were constructed mostly use tended from the existing 372 spare breaker	vers, and extension rings. The list of PV of 30 threadless ground rods with clam taker, the 26kV transfer bus, and the 378 underground to provide high reliability a	C-related components includes coilable ss, 400 feet of soft-drawn #4 solid bard feeder conductor (not the 378 breakend excellent power quality. JEA Opera	e PE conduit (10,000 feet of e copper conductor, coupling r) to serve most of the Cecil 3 tions has decided to make thi	4" and 30,000 feet of 6") and is, and bronze connectors. Add the second of the second	additional 20' sections of 4 and 6" tionally, the materials list includes 11 units ds west and east along Normandy up the 26kV transfer bus and maintain the	N/A	Start Date: 03/31/2025 End Date: 08/01/2025	N	
			get estimate of \$900.	000.00. The budget estimate was calculate	d based off the current unit price contra	ct we have for these services that was	executed in 2019 with yearly	capped CPI increases. Taking	this into account, the award amount is				
						Co	onsent Agenda	a Action					
Committee Members in Attendance	Names			,									
Motion by:													
Second By:													
Committee Decision													

	Regular Agenda													
Award#	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Award Amount	Business Unit Estimate	Original Award Amount	New Not-to-Exceed	Amendments	Term	JSEB Participation (Y/N) If Y, then list company name(s) (%, \$ - awarded)	Action		
	Invitation To Negotiate	1411913846 ITN-Public Education Services	Mooreland	St. John and Partners Advertising and Public Relations	\$16,350,000.00	\$16,350,000.00	N/A	\$16,350,000.00						
Date Advertised: 19/2025 Date Opened: 211/2025 Date Opened: 211/20														
1	1 knowledge of how to manage more efficiently their efectir. Sware and sever utility services, and so inform them shout how TRA manages home services for them and the community. The RPF was evaluated based on Quotation of Rates, Professional Staff Experience, Company Experience, Design Agreement, Collaboration, SERF participation crientics. The two (2) response received from St. John and Partners Advertising and Public Relations and The Blood Agreemy were hostified to purificate in a Blood and partners and strained and partners and							FO) round. Both agencies tys and Outside costs which are estimated at \$3,050,000.00, it increases in service demands tain a high standard of service	N/A	End: 04:30/2030	Fees	Committee Decision:		
	Single Source	N00 Atomizing Air Compressor AB Replacement Project	Erixton	FS-Compression CO., LLC	\$1,129,442.00	\$6,605,252.00	N/A	\$1,129,442.00						
	complete shutdowns. The	pressors have experienced significant issues Atomizing Air System consists of three 50%	capacity centrifugal	ecurrent failures to start and trips from high vil air compressors, each a three-stage unit design	ed to increase air pressure progressively	. Compressors draw air through inlet filters	to remove dust and particulate	e and then compress the air		Project Completion Start Date 03/14/2025 East Date: 02/01/2026	N	Motion by: Second by:		
2	ensuring continuous, relia	ble operation of the atomizing air and instru	nent air systems. The	ficiency. Compressor discharge is further cool se compressors are not simple off-the-shelf co two compressors to ensure uninterrupted unit	mpressors, they are very complex engine	ered systems, equipped with a 4000V drive	ng Air Compressors work to me e motor, two-stage inlet filter, g	untain a steady system pressure, glycol coolers, self-contained	N/A			Second by.		
	process will be significant add complexity to the pro	ly faster compared to non-OEM solutions the ject.	at may require extens	installation and project completion. With the isive modifications. Without infrastructure mod	ification, OEM equipment avoids the ne	ed for an outage or dual outage to facilitate	e installation, which would oth	erwise extend downtime and				Committee Decision:		
			pressors directly fro	m the OEM, due to pressing reliability issues	with the current compressors, project urg	gency, and to avoid time delays that would a	arise from using a non-OEM p.	rocurement process.						
	DISCUSSION/ACTION DISCUSSION/ACTION													
						Consent ar	nd Regular A	genda Signature	es					
Budget	Name/Title													
Awards Chairman	Name/Title													
Procurement	Name/Title													
Legal	Name/Title													

JEA Awards Agenda March 06, 2025

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 Purchasses as defined by Section 3-101 of the JEA Procurement Code. Please refer to JEA's Procurement Code, if you wish to protest any of these items.

recommended actions for Forman Furcinases as defined by Section 5-10.1 of the JEA's Frocurement Code, Friend Feler to JEA's Frocurement Code, it you want to protest any or times items.												
Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	Business Unit Estimate	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 02/27/2025 Meeting	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Request for Proposal (RFP)	1411858046 Construction Management at Risk (CMAR) for Blacks Ford WRF Expansion Project	Zammataro	PCEO, Inc (dba. PC Construction)	Capital	\$800,000.00	\$753,916.00	N/A	\$753,916.00			
2	Advertised: 10/18/2024 Opende: 11/26/2024 Four (4) Proposers Public Evaluation Meeting: 12/18/2024 Proposers (Ranked): 1. P.C. Construction 2. Sundr 3. Wharton-Smith 4. Haskell For additional information contact: Marline McDonald For additional information contact: Marline McDonald The scope of work for this contract is to provide Construction Manager-at-Risk (CMAR) services for the Blacks Ford WRF Expansion project. The CMAR will provide pre-construction administrative services, including estimating, scheduling, risk management and value engineering. The construction phase of the expansion project includes an additional conduction diction to increase treatment capacity from 6.0 MGD to 12.0 MGD, as well as rehabilitation of existing facilities. Negotiations for the pre-construction plane of the work have been completed. The final scope and fee for the pre-construction services was reviewed by JEA project staff and procurement and deemed reasonable compared to previous projects. JEA will bring future amendments for approval for early work Guaranteed Maximum Price (GMPs) and the final construction GMP. The 60% estimate for total construction costs is \$215,270,176.00.								N/A	Project Completion Start: 03/27/2025 End: 03/29/2029 (Estimated)	N	
	Invitation for Bid	1411876846 Normandy APSTF Relay Construction Services	Melendez	Reliable Substation Services, Inc.	Capital	\$964,071.00	\$1,694,000.00	N/A	\$1,694,000.00			
3	Advertised: 01/09/2025 Opened: 02/11/2025 Four (4) Bids Received: Reliable Substation Services, Inc. \$1,694,000.00 Cogburn Brox, Inc. \$3,531,000.00 Powerser's Technologies, Inc. \$4,893,000.00 National Electrical Engineering Combature, LLC Link NEEC \$6,460,376.48								N/A	Project Completion Start Date: 03/20/2025 End Date: 03/19/2029	N	
		ion is to evaluate and select a vendor to pro		services at the Normandy substation. Services id house. This is expected to take place during			. Temporary cables must also b	ne pulled between the new as	nd old control houses. A new substation			
	cables. Place and install new needed.	panels. Extend cable tray and install com	munication tray. In	terminate panel-to-panel cables. Pull new AC stall GPS clock and antenna. Bring cable from	storeroom to substation. Label all ca	ables. Pull and remove all temporary c	ables as directed. Remove old	and install new breaker, tran	nsformer, PT and motor switch conduit as			
	The lowest responsive bid fi reasonable.	rom Reliable Substation Services, Inc. of \$	1,694,000.00 repre	sents a 76% incrrease above the original estim	ate of \$964,071.00. This esimate wa	s based on past projects. However, the	e low bid represents a 52% dec	crease from the next lowest b	oid of \$3,531,000.00 and was deemed			
4	Emergency/Ratification	1410711246 Emergency Restoration Services for Overhead Electrical Distribution & Transmission Facilities	Wheeler	SPE Utility Contractors FD, LLC dba SPE Group	N/A	N/A	\$7,836,892.05	\$300,000.00	\$8,578,817.41	10/29/2024 - \$141,925.36 02/06/2025 - \$300,000.00	One (1) year w/ Four (4) - 1 Yr. Renewals Start Date: 06/17/2022 End Date: 06/16/2026 (1 Renewal remaining)	N
	Moved to Regular Agenda a	is Item 1										
						Consent Ag	genda Action					
Committee Members in Attendance	Names	Stephen Datz, Kim	Wheeler	, Jody Brooks								
Motion by:	Jody Brooks											
Second By:	Kim Wheeler											
Committee Decision	Approved											

	Award #	1 Supporting	ı Doo	uments 03/1	3/25	Regular Agend	da					
Award#	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Award Amount	Business Unit Estimate	Original Award Amount	New Not-to-Exceed	Amendments	Term	JSEB Participation (Y/N) If Y, then list company name(s) (%, \$ - awarded)	Action
	Emergency/Ratification	1410711246 Emergency Restoration Services for Overhead Electrical Distribution & Transmission Facilities	Wheeler	SPE Utility Contractors FD, LLC dba SPE Group	\$7,836,892.05	N/A	\$300,000.00	\$8,578,817.41				Motion by:
	Emergency Storm Ratification											Jody Brooks
1	For additional information of	ontact: Jason Behr							10/29/2024 - \$141,925.36	One (1) year w/ Four (4) - 1 Yr. Renewals Start Date: 06/17/2022	N	Second by: Kim Wheeler
-		tiple vendors to provide emergency restora or and receive final invoicing, we bring the		overhead electrical distribution and transmissions to the Awards Committee.	sion facilities. All contracts begin the	e storm season with an informal amount of	of 300k to be able to utilize in	he event of a storm. After	02/06/2025 - \$300,000.00	End Date: 06/16/2026 (1 Renewal remaining)		
	This request covers transmis	sion and distribution overhead storm suppo	rt and repair servi	ces for storm damage repairs due to Hurrica	ne Idalia, Hurricane Helene, and Hu	rricane Milton. These invoices cover lab	or, materials, meals, and other	miscellaneous expenses.				Committee Decision: Approved
	when the contract became et			sted as to why the end date is June 16 and n	ot June 8. The original start date was	the date of the original award approval.	The start date has been update	d to reflect June 17, 2022,				
	ļ					Informational It	ems				<u> </u>	
Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Award Amount	Business Unit Estimate	Original Award Amount	New Not-to-Exceed	Amendments	Term	JSEB Participation (Y/N) If Y, then list company name(s) (%, \$ - awarded)	
	Informational	1411852047 Construction Services for the Arlington East WRF Expansion Project	Zammataro	Wharton-Smith Inc.	\$99,117,000.00	\$96,857,000.00	N/A	\$99,117,000.00				
1									Project Completion Start 03/27/2025 End: 01/30/2028 (Estimated)	RZ Service Group, LLC (Materials) \$3,500,000,000 L&L Supply, Inc. (Electrical Gear) \$1,000,000,000 Landscape Construction LLC (Sodding) Sand Erock (Sodding) Dand J Erock (Group) Group (Striping) M&J Striping Inc. (Striping) \$5,143.00		
		A	. 1		(Consent and Regula	ar Agenda Sig	natures				
Budget	Name/Title	Stophanul M.	lealy									
Awards Chairman	Name/Title	Stephen Datz	/VP IT	Infra. and Ops.								
Procurement	Name/Title	Stephen Datz	<u>m</u>									
Legal	Name/Title	Rebecca	La	vie								

Award #2 Supporting Documents 03/13/25
Appendix B - Bid Form

1411906646 - Construction Services for Cisco Drive to Garden Street 20-Inch Water Main Project

Submit the Bid electronically as described in the Solicitation.

Company Name: Callaway Contracting, Inc.						
Company's Address: 10950 New Berlin Rd. Jacksonville FL 32226						
License Number: CGC009273, CUC050627						
Phone Number: 904-751-8944 FAX No: 904-751-0940 Email Address: jim@callawaycontracting.com						
BID SECURITY REQUIREMENTS ☐ None required ☐ Certified Check or Bond (Five Percent (59)) SAMPLE REQUIREMENTS ☐ None required ☐ Samples required prior to Bid Opening ☐ Samples may be required subsequent to ☐ Bid Opening	TERM OF CONTRA One Time Purchase Annual Requiremen Other, Specify - Pro SECTION 255.05, FLORIDA ST None required Bond required 100% of Bid Av	nts oject Completion ATUTES CONTRACT BOND				
QUANTITIES Quantities indicated are exacting Quantities indicated reflect the approxima Throughout the Contract period and are subjective with actual requirements.	te quantities to be purchased	Insurance required				
PAYMENT DISCOUNTS 1% 20, net 30 2% 10, net 30 Other None Offered						
ENTER YOUR BID FOR SOL		TOTAL BID PRICE				
(enter total fro	Total Bid Price m cell G89 in the Bid Workbook)	\$5,171,234.60				
_	☐ 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					
By submitting this Bid, the Bidder certifies that it has read and reviewed all of the documents pertaining to this Solicitation, that he 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 Handwritten Signature of Authorized Officer of Company or Agent Date						
	ames P. Callaway, President Printed Name and Title					

				Company:		Callaway Contr	acting, Inc.
		PART 'A' - JEA WORK IT	EMS		_		
em	JEA W/WW Standards Manual M&P	Description	Est. Qty.	Unit		Unit Price	Total
1	801.XII.1	20" DI CL 250 Water Main	8,910	LF	\$	241.42 \$	2,151,052
$\overline{}$	801.XII.1	24" DI CL 250 WM Spool	8	LF	\$	969.56 \$	
	801.XII.1	12" DI CL 250 Water Main	60	LF	\$	137.79 \$	
\rightarrow	801.XII.1	6" DI CL 250 Water Main	205	LF	\$	106.79 \$	
	801.XIII.3 801.XIII.3	20" Gate Valve	12	EA EA	\$	19,115.17 \$ 6,039.11 \$	
$\overline{}$	801.XIII.3	6" Gate Valve	19	EA	\$	2,413.02 \$	
-	919*	2" Manual ARV Assembly	3	EA	\$	3,538.64 \$	
	801.XII.2	6" 90-Degree Bend -DI, MJ	9	EA	\$	707.48 \$	
\rightarrow	801.XII.2	6" 22.5 Degree Bend-DI, MJ	2	EA	\$	657.07 \$	
	801.XII.2 801.XII.2	20" Sleeve - DI, MJ 24" 11.25-Degree Bend-DI, MJ	2	EA EA	\$	3,827.14 \$ 4,017.29 \$	
	801.XII.2	20" 45-Degree Bend-DI, MJ	16	EA	\$	3,803.85 \$	
$\overline{}$	801.XII.2	20" 22.5-Degree Bend-DI, MJ	2	EA	\$	3,872.49 \$	
	801.XII.2	20" 11.25-Degree Bend-DI, MJ	1	EA	\$	3,780.61 \$	
	801.XII.2	12" 45-Degree Bend-DI, MJ	4	EA	\$	1,620 94 \$	
	801.XII.2	20" x 6" Tee - DI, MJ	19	EA	\$	4,652.19 \$	
	801.XII.2 801.XII.2	20" x 12" Tee-DI, MJ 24" x 20" Reducer- DI, MJ	1 2	EA EA	\$	5,629.06 \$ 4,733.24 \$	
	801.XII.2	12" CAP-DI, MJ	1	EA	\$	4,733.24 \$ 1,024.53 \$	
	801.XIII.1	Fire Hydrant	19	EA	\$	6,463.89 \$	
_	801.XII.14	Sample Tap - JEA Plate W-25	10	EA	\$	1,400.08 \$	
23 8	301.XIII.9	2" Flushing Valve Below Grade	1.	EA	\$	3,787.84 \$	
-	801.XII.2	24" HDPE - DI Adapter	2	EA	\$	3,931.55 \$	
25 8	301.XII.4	Poly Wrap for 12" DIP	60	LF	\$	29.32 \$	1,759
	301.XII.4	Poly Wrap for 6" DIP	205	LF	\$	18.54 \$	
_	801.XII.4	Poly Wrap for 20" DIP	8,910	LF	\$	7.41 \$	
	301.XII.4 301.XII.6	Poly Wrap for 24" DIP 12" Pipe Bell Restraints	8	LF EA	\$	131.31 \$ 674.35 \$	
_	301.XII.6	20" Pipe Bell Restraints	216	EA	\$	1,316.77 \$	
	301.XII.1	HDD - Trenchless Cross 24" HDPE (DIPS) DR-11 Water Main - HDD / Horizontal Directional Drill		LF	\$	545.71 \$	
		Restoration					
	301.IX.2	COJ Standards - Driveway Removal (Concrete)	770	SY	\$	27.75 \$	
	301.IX.5	COJ Standards - Driveway Replacement (Concrete) 5" thick	770	SY	\$	102.30 \$	
	801.IX.2 801.IX.3	COJ Standards - Driveway Removal (Asphalt) Curb and Gutter Removal	110	SY	\$	23.7/1 \$ 40.83 \$	
_	301.IX.3 301.IX.5	COJ Standards - Driveway Replacement (Asphalt) 1.25" thick	110	SY	\$	62.06 \$	
_	301.IX.6	Curb and Gutter Replacement - City Standard	31	LF	\$	109.35 \$	
8 9	929*	Sidewalk Removal	1	LS	\$	3,963.91 \$	
_	30*	Sidewalk Replacement	1	LS	\$	12,640.47 \$	
_	801.VIII.3	Pavement Removal COJ Standard Case X Road Repair	310	SY	\$	23.71 \$	
	933* 801.VIII.8	COJ - SP 12.5, 1.5" Mill and Overlay	1,225	SY	\$	127.02 \$ 40.54 \$	
-	921*	Swale and Ditch Construction/Regrading	1,223	LS	\$	49,803.40 \$	
4 9		Grassing/Sodding	1	LS	\$	150,792.96 \$	
		Storm					
	34*	Removal of Storm Pipe / Structures	1	LS	\$	63,592.38 \$	
	101.XI.1	12" x 18" ERCP Culvert 14" x 23" ERCP Culvert	225	LF	\$	206.50 \$	
_	01.XI.1 01.XI.1	36" RCP	430	LF LF	\$	220.91 \$ 1,355.25 \$	
	301.XI.1 301.XI.2	12" x 18" U-Endwall	18	EA	\$	1,541.87 \$	
	01.XI.2	14" x 23" U-Endwall	34	EA	\$	1,707.53 \$	
	01.XI.2	14" x 23" CIP Mitered End Section	1	EA	\$	6,181.77 \$	
	01.XI.2	New 36" RCP Endwall	1	EA	\$	8,881.44 \$	
	.87**	Testing Allowance	1	LS	\$	20,000.00 \$	
	1.138** 1.76**	Law Enforcement allowance JEA Supplemental Work Allowance (SWA)	1	LS	\$	20,000.00 \$ 315,000.00 \$	
3 2	70	JEA Supplemental VVolk Allowance (SVVA)	 ' 	LS	Ф	Part 'A' Subtotal \$	
6 2	.62**	General Conditions (maximum 10% of Part A Subtotal)		10% max		9.86% \$	445,890
I		DART TO AS A WAR OF THE STATE O	0000 0000			rait A Total \$	4,300,107
7 9	34*	PART 'B' - COJ WORK ITEMS- CF Removal of Storm Pipe / Structures	OSS DRAIN	LS	\$	14,143.82 \$	14,143
B 9	35.1*	45"x29" ERCP	124	LF	\$	522.86 \$	64,834
	35.2*	CIP Wing Wall	1	EA	\$	39,976.35 \$	
	35.2*	New 45"x29" Double ERCP Endwalls	2	EA	\$	13,326.79 \$	
1 8	01.VIII.3	Pavement Removal COJ Standard Case X Road Repair	72	SY	\$	38.52 \$ 113.45 \$	
	01.VIII.8	COJ Standard Case X Road Repair COJ - SP12.5, 1.5" Mill and Overlay	327	SY	\$	77.12 \$	
_	24*	Grassing/Sodding	1	LS	\$	7,226.70 \$	
	.138**	Law Enforcement allowance	1	LS	\$	5,000.00 \$	
6 2	.62**	General Conditions (maximum 10% of Part B Subtotal)	1	10% max		Part 'B' Subtotal \$	
Ť						Part 'B' Total \$	
ļ		Total Bid Price (Part A + Part B). Enter the	nis value	on Appe	end	ix B - Bid Form \$	5,177,234.
+							
		I, column 2 refers to paragraphs/sections found in the latest edition of JEA's					
		rds Manual or the Project Technical Specification. JEA's Water & Sewer				ISED Descripe C	n/iow/
nda	rus ivianual can	be found on www.jea.com				JSEB Requirement Ove	
fer	to Annendiy A	Technical Specifications	Tat.	al Rid Deine	000	Allowances and GCs:	\$4,356,212.36

1411924646 (IFB) CCCN Circuit 372 Addition - UG MH Conduit- Appendix B - Bid Forms

Submit the Response an electr	ronic pdf in accordance with the	procedures in the solic	itation				
Company Name: Heart Utilities		INC.					
Company's Address: 1180 Lane A	trenue South						
License Number:							
Phone Number: 904-1095-338 FAX No: 904-1095-3285 Email Address: Scott Barry @ heart utilities.com							
BID SECURITY REQUIREMENTS None required Certified Check or Bond Five Percent (5%) TERM OF CONTRACT One Time Purchase Term - N/A Other, Specify - Project Completion							
SAMPLE REQUIREMENTS None required Samples required prior to Bid Opening Samples may be required subsequent to Bid Opening Bid Opening							
QUANTITIES Quantities indicated are exacting		INSURANCE REQU	UIREMENTS				
Quantities indicated reflect the approximate quantities to be purchased Throughout the Contract period and are subject to fluctuation in accordance with actual requirements. Insurance required							
PAYMENT DISCOUNTS 1% 20, net 30							
2% 10, net 30 Other							
None Offered							
Item No. ENTER YOUR BID FOR THE FOLLO	OWING DESCRIBED ARTICLES	S OR SERVICES:	TOTAL BID PRICE				
1 To	otal Bid Price		\$ 995,570.°°				
I have read and understood the Sunshine	Law/Public Records clauses	s contained within t	his solicitation. I				
understand that in the absence of a redacted	copy my proposal will be di	isclosed to the publi	c "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 Handwi	6-8-						
through							
Sc. Printed	d Name and Title	OPERATIONS	MANAGER				

1411924646 (IFB) CCCN Circuit 372 Addition - UG MH Conduit- Appendix B - Bid Forms

LIST OF SUBCONTRACTORS

JEA Solicitation Number _____requires certain major Subcontractors be listed on this form, unless the work will be

self-performed by the Company.							
rejection, and the Co	mpany agrees to empl bcontractors shall not l	o submit the required Subcontractors of the Subcontractors specified be modified subsequent to bid of	below: (Use addition	al sheets as necessary)			
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			
DIRECTIONAL	Jak UNDERGROUND	KEVIN SARVER 904738-9089		#508,651.00			

Signed: Leves Bay

Company: HEART UTYLLTIES OF JACKSONYILLE

Address: 1180 LANE AVES, JACKSONYILLE FL. 3222

Date: 2/24/2025

1411924646 (IFB) CCCN Circuit 372 Addition - UG MH Conduit- Appendix B - Bid Forms

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	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	Percentage of Total Job or
	(Indicate below)	
Dollar Amount	345	
	1/ ^	
\bigcirc	MA	

Signed: Seen Been Company: HEART UTILITIES OF JACKSONVILLE.
Address: 1180 LANE AVES. JACKSONVILLE FL

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

BIDDER INFORMATION

1411924646 (IFB) CCCN Circuit 372 Addition - UG MH Conduit- Appendix B - Bid Forms

THE MINIMUM QUALIFICATIONS SHALL BE SUBMITTED ON THIS FORM. IN ORDER TO BE CONSIDERED A QUALIFIED BIDDER BY JEA YOU MUST MEET THE MINIMUM QUALIFICATIONS LISTED BELOW, AND BE ABLE TO PROVIDE ALL THE SERVICES LISTED IN THIS SOLICITATION.

THE BIDDER MUST COMPLETE THE BIDDER INFORMATION SECTION BELOW AND PROVIDE ANY OTHER INFORMATION OR REFERENCE REQUESTED. THE BIDDER MUST ALSO PROVIDE ANY ATTACHMENTS REQUESTED WITH THIS MINIMUM QUALIFICATIONS FORM.

COMPANY NAME: Heart Utilities of Jacksonvile, Inc.
BUSINESS ADDRESS: 1180 Lane Avenue South
CITY, STATE, ZIP CODE: Jacksonville, Florida 32205
TELEPHONE: 904-695-3383
FAX: 904-695-3385
E-MAIL: Scott Barry @ Heartutilities.com
PRINT NAME OF AUTHORIZED REPRESENTATIVE: Scott Barry
SIGNATURE OF AUTHORIZED REPRESENTATIVE:
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE: Sear Barry Operations Manager.
MINIMUM QUALIFICATIONS: Respondent must meet the following Minimum Qualifications to be considered eligible to have its Response evaluated by JEA. Respondent must complete and submit the Minimum Qualification Form provided in this Solicitation. Respondents that are working or have worked for JEA in the past 2 years involving similar work must submit JEA as a reference. JEA reserves the right to ask for additional back up documentation or additional reference projects to confirm the Respondent meets the requirements stated above.
JEA may reject Responses from Respondents not meeting all of the following Minimum Qualifications:
I. Respondent must not be on the State of Florida Convicted Vendor List, State of Florida's Suspended Vendor List, the City of Jacksonville's Disqualified Vendor List, have their bidding privileges actively suspended by JEA, been debarred by JEA, or have had a contract with JEA was terminated for default within the last two (2) years.
I. The Respondent shall be on IEA's Responsible Bidder's List EG6 – Underground Construction on the

II. The Respondent shall be on JEA's Responsible Bidder's List EG1 – Underground Construction on the

Or

Bid Due Date.

Bid Due Date.

1411924646 (IFB) CCCN Circuit 372 Addition - UG MH Conduit- Appendix B - Bid Forms



VENDOR CONFLICT OF INTEREST DISCLOSURE FORM INSTRUCTIONS

Vendors shall not try to gain an unfair competitive advantage or influence the ability of JEA officers and employees to make impartial and objective decisions on behalf of JEA.

All vendors interested in conducting business with JEA must complete and return the Vendor Conflict of Interest Disclosure Form found on the following page in order to be eligible to be awarded a contract with JEA. Please note that all vendors are subject to comply with JEA's conflict of interest policies provided below.

- 1. No JEA officer (e.g., JEA Board member and elected City official) or employee has an ownership interest of more than 5% in vendor's company.
- 2. No JEA officer or employee is an officer, director, partner or proprietor of vendor's company.
- 3. No JEA officer or employee is employed by or being considered for employment by vendor's company.
- 4. No JEA officer or employee work as a consultant or has a contractual relationship with vendor's company.
- 5. No JEA officer or employee will derive a personal financial gain or loss from this contract.
- 6. No relative of a JEA officer of employee will derive a personal financial gain or loss from this contract. (Relatives include a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law.)

If a vendor has one or more relationships with a JEA officer or employee or a relative of a JEA officer or employee that meets the criteria described above, then the vendor shall disclose the information by completing the Conflict of Interest Form on the following page.

1411924646 (IFB) CCCN Circuit 372 Addition - UG MH Conduit- Appendix B - Bid Forms



CONFLICT OF INTEREST DISCLOSURE FORM

Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest, and they are detect by JEA, vendor may be **disqualified** from doing business with JEA.

Questions about this form? Contact (JEA, Buyer)

JEA Bid/Solicitation/Contract Number:	Name of JEA Employee(s) Working on Ve	endor's Current Contract(s) with JEA:				
1411924646	NONG					
Vendor Name:		Vendor Phone:				
Vendor Name: Heart Utilities of	Jack Sonville Fak	904 695 - 3383				
vendor's Authorized Representative Name and Titl	e:	Authorized Representative's Phone:				
Scott Barry operation	ns Manager	904 695-3383				
1	•	POTENTIAL CONFLICT OF INTEREST				
Name of JEA public officer(s), employee(s), or relating potential conflict of interest. If more than five, atta	Relationship of JEA public officer(s)/employee(s) and/or relative(s) to vendor's company from list above (e.g. 1(a), 2, etc.). Please list all that apply:					
1. NONE						
2.						
3.						
4.						
5.						
vendor has no conflict of interest to report.						
vendor hereby declares it has not and will not p obtain or maintain a contract.	rovide gifts or hospitality of any dollar valu	ue or any other gratuities to any JEA officer or employee to				
	Certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor.					
Vendor's Authorized Representative Signature:	Date: 2/24/2025					
X con Dans						

1411924646 (IFB) CCCN Circuit 372 Addition - UG MH Conduit- Appendix B - Bid Forms

FOR JEA USE ONLY IF CONFLICT NOTED

This form has been reviewed by:

Name of JEA Ethics Officer:	Signature:	Date:
Note:		

From: Behr, Jason V.

To: scottbarry@heartutilities.com; tombrown@heartutilities.com; clandry@hypowerinc.com;

cmora@hypowerinc.com; steuber@spepowerfd.com; bstarling@spepower.com; Ray Merrill;

hopper@irbyconstruction.com

Cc: Pearson, Kenny R; Short, Michael L; Delcambre, Pierson W.; Gordon, Joshua E; Pleasants, Lisa L

Subject: 1411924646 (IFB) CCCN Circuit 372 Addition - UG MH Conduit - Intent to Award

Date: Wednesday, March 5, 2025 2:03:57 PM

Attachments: <u>image001.png</u>

Hello All,

This communication is to inform you of JEA's intent to award for Solicitation 1411924646 (IFB) CCCN Circuit 372 Addition - UG MH Conduit. JEA has reviewed all the submittals and has determined Heart Utilities of Jacksonville Inc. is the Responsive and Responsible Bidder whose Bid meets or exceeds the Minimum Qualifications set forth in this Solicitation, and is the Lowest Priced Bidder for the services which they are being awarded.

Company Name	Rank	Total Bid Amount
Heart Utilities of Jacksonville Inc	1	\$995,570.00
SPE Utility Contractors	2	\$1,219,000.00
Hypower LLC	3	\$1,455,634.00
The Fishel Company	4	\$1,506,310.86
Irby Construction Company	5	\$2,933,797.00

Administrative Remedies are located on JEA.com. JEA appreciates your participation and looks forward to future opportunities to work with your company.

Thank you, Jason Behr

Senior Purchasing Agent Direct: (904) 665-8750



Regular Agenda - Award #1 Supporting Documents 03/13/25

Solicitation#1411913846 ITN Public Education Services

1411913846 Addendum 4 – Appendix B – Response Workbook (BAFO)

St John & Partners

Agency Costs

ITEM NO.	TITLE OF TEAM MEMBER	% WEIGHT	HOURLY RATE	BLENDED HOURLY RATE (BAFO)	HOURLY RATE	BLENDED HOURLY RATE (INITIAL BID)
1.1	Account Manager	59%	\$133.00	\$ 78.47	\$135.00	\$ 79.65
1.2	Account Creative Director	7%	\$148.00	\$ 10.36	\$150.00	\$ 10.50
1.3	Strategy Development Coordinator	3%	\$138.00	\$ 4.14	\$140.00	\$ 4.20
1.4	Account Media Planner/Buyer	24%	\$138.00	\$ 33.12	\$140.00	\$ 33.60
1.5	Account Production Manager	2%	\$118.00	\$ 2.36	\$120.00	\$ 2.40
1.6	Research Lead	5%	\$150.00	\$ 7.50	\$150.00	\$ 7.50
1.7	1.7 Total Blended Hourly Rate for Public Education Services		\$ 135.95		\$ 137.85	
1.8	1.8 Estimated Number of Agency Hours (60 Months, 5 Years)		22,420		22,420	
1.9	1.9 Estimated Agency Costs (60 Months, 5 years)		\$ 3,047,999.00		\$ 3,090,597.00	
ITEM NO.	TITLE OF TEAM MEMBER % MARKUP Estimated Spend (60 Months)		EXT COST		EXT COST	
1.10	1.10 Outside Costs - (60 months, 5 years) 0% \$4,439,750.50		\$4,439,750.50	\$4,439,750.50		\$4,439,750.50
1.11 Media Costs - (60 months, 5 years) 0% \$8,862		\$8,862,250.50	\$8,862,250.50		\$8,862,250.50	
Total Ext Cost for Agency Costs and Media Cost			\$13,302,001.00		\$13,302,001.00	
1.12	1.12 Total Bid Price \$16,350,000.00			\$16,392,598.00		
otal Savings \$ 42,598.00						

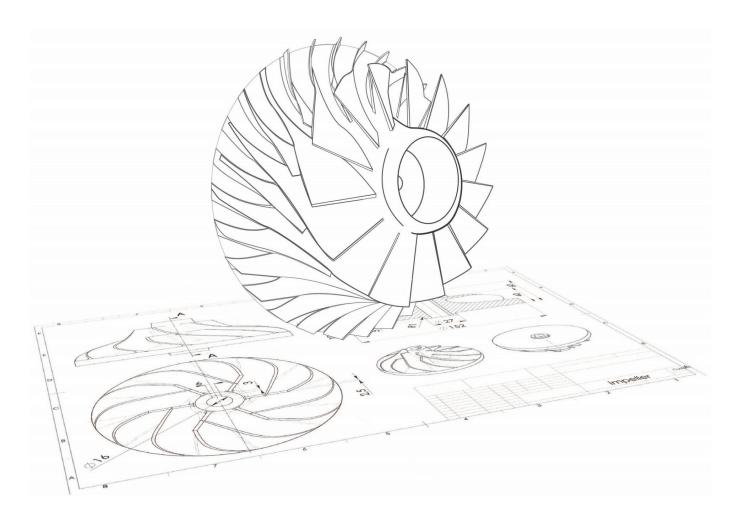
Regular Agenda - Award #1 Supporting Documents 03/13/25

ITN- 1411913846 Public Education Services BAFO

S.No	Question	Weightage	Scorer	Scores	
				ST JOHN & PARTNERS	THE DALTON AGENCY INC
				Weighted Scores	Weighted Scores
Grand Total of Sco	pres			90.65 (\$135.95)	79.42 (\$132.85)
Supplier Rank				1	2
3	(30) Quotation of Rates	30		29.4	30
3.1	Quotation of Rate score:	100	Angel Love	29.4	30
Section Total of Scores				29.4	30
4	(25) Experience, Location and Availability of Professional Personnel	25		24.25	23.08
4.1	Respondent shall provide the resumes	100		24.25	23.08
			David Goldberg	24.25	23.25
			Sarah Hiers	24.25	21.75
			Melissa Ham	24.25	24.25
Section Total of Scores				24.25	23.08
5	(25) Quality, Design Approach, and Workplan	25		25	13.33
5.1	The Company shall explain how it plans to manage the JEA engagement.	100		25	13.33
			David Goldberg	25	10
			Sarah Hiers	25	16
			Melissa Ham	25	14
Section Total of Scores				25	13.33
6	(10) Collaboration	10		10	5
6.1	JEA seeks collaboration with its awarded Respondent.	100	Nick Dambrose	10	5
Section Total of Scores				10	5
7	(10) Jacksonville Small and Emerging Business Program Participation	10		2	8
7.1	Points will be awarded based on the type and amount of work that will be conducted by JSEB firms.	100	Bill Hickey	2	8
Section Total of Scores				2	8







Aftermarket Solutions For JACKSONVILLE ELECTRIC (JACKSONVILLE, FL) -JEA

Q-32964 - 1/28/2025 (Valid For 60 Days) Revision ID: Q-32964-20250128-143910

n/a





Thank you for your interest in our Aftermarket solutions. With over 60 years of experience, we are proud to offer quality OEM equipment and services globally with local support.

We offer the following to meet all of your maintenance needs:

- Installation & Service
- Energy Saving Solutions
- Airend Overhauls
- Airend Replacements
- Airend Rerates/Derates
- Control Panel Upgrades
- OEM Parts
- Lubricants
- Fluid Analysis Service
- Heat Exchanger Replacements
- And Much More

Please review the enclosed technical and commercial information outlined in this proposal and contact us if you have any questions. Once again, we sincerely appreciate the opportunity to prepare this quotation and look forward to working with you.

Joey Fairley

Email: ct0459@fusheng.com





343,755.00

Scope of Supply

Base Price Summary

New Airend

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	BH Airend Replacement Includes the following: Compressor: Impellers, Diffusers, and Casings Gear Case: Machined Casing and Backplates Gearing: Bull Gear and Pinions Miscellaneous: Bearings, Seals, Main Oil Pump Standard 2 Hour Performance / Mechanical Test Pricing reflects return of airend core.	Included	Included
1	P600 BH B B1 Airend Core Deposit To ensure that as many used airends get recycled as possible, a CORE (Cash On Receipt of Exchange) charge will be added to the purchase of all new airends. This deposit is waived if a airend core is returned to FSE, or kept after an overhaul inspection.	Included	Included
	Ne	w Airend TOTAL:	USD 220,966.00

Installation & Additional Work

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	Labor and Installation -Remove old airend and Install new Airend -Replace intercooler assemblies -Clean and Paint intercooler housings -Alignment of new airend to main motor -Start-up, surge test and commission new airend	Included	Included
1	New Intercooler Assemblies, New Oil Cooler	Included	Included
	Installation & Addition	nal Work TOTAL:	USD

Option Price Summary:

Regular Agenda - Award #2 Supporting Documents 03/13/25

New Airend

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	P600 P650 P700 BH CH Airend Storage Plan A	\$21,528	\$21,528
	Subscription plan for Year 1 - 3 Includes long term maintenance every 6 months. Mechanical testing prior to shipment Price shown for full three year term. Invoiced in 6 month increments in advance. If airend ships prior to end of term, remained unbilled is canceled. See full terms for details.		
1	Airend Witness Test	\$4,000	\$4,000
1	Extended Storage Prep for Airend	\$6,923	\$6,923
	Ne	ν Airend TOTAI ·	LISD 32 451 00

Proposal Summary Notes:

- All prices are firm fixed prices listed in US Dollars (USD).
- Warranty terms are applied per FSE2979 Terms and Conditions of Sale.
- Quote validity is 60 days from issuance.
- Payment Terms are Net 30 Days
- Orders exceeding \$100,000 USD in value require progress payment milestones:
 - 1. 25% with the order.
 - 2. 75% on notification of shipment.
- Delivery is 16-18 Weeks A.R.O. after receipt of acceptable purchase order (EXW: Point of Manufacture) or receipt of drawing/inspection approval if required.
- Order values below the \$250.00 US minimum will include a \$50.00 administration fee.



Aftermarket Solutions Add operating efficiency with OEM parts and service

Airend Overhaul or Replacement

Is it time to overhaul your compressor?

An FS-Elliott overhaul will provide you with a completely revamped compressor core, refurbished back to OEM specifications.

*Benefits include but are not limited to:

- Extended life of your compressor.
- Vibration levels are brought back in line with OEM standards.
- Increased longevity of moving/wearing parts within the airend.
- · FS-Elliott OEM warranty of overhauled equipment.

-One year from the date of delivery**

Let our team assist in finding the right solution for you

Contact your authorized FS-Elliott channel partner or sales representative for a budgetary quote including individual pricing for:

- Airend tear-down, inspection, and report. A very detailed report will be issued and decisions can be made on proceeding with the overhaul.
- Standard overhaul includes tear-down, inspection, report, and rebuild.
- Additional options include:
 - -Witness of tear-down and/or performance tests
 - -"As received" performance test prior to tear-down***
 - Extended storage prep (fogging of airend and preparation for 18 months indoor/12 months outdoor storage)
 - -Custom Paint

New airends are available

If you decide not to proceed with the overhaul, a new airend is another option. When requesting a budgetary quote for an FS-Elliott overhaul, you will also receive pricing for a brand new airend.

A benefit to purchasing a new airend is that the old airend can be overhauled and then the customer has a new airend for immediate installation and the refurbished one as back-up.





Airend before and after overhaul.





First stage impeller before and after overhaul.

*FS-Elliott does not guarantee aero performance on overhauled airends but will match to original specifications as closely as possible. Aero performance is guaranteed on replacement airends.

**Date of delivery is calculated by adding 60 days to the FS-Elliott ship date.

***FS-Elliott assumes no liability related to the outcome of its execution of the "as received" performance test completed prior to tear-down.

Once you decide to proceed, the following steps will occur in the overhaul process:



Ship your airend to us for inspection

- An RMA # is issued so your airend can be returned to the FS-Elliott factory in Export, PA, USA
- Package your airend to be shipped to FS-Elliott per the packaging requirements Service Memorandum SM-025 (Available upon request).
- Once FS-Elliott receives your airend, you will be notified.



2

Tear-down, inspection, report and approval to proceed

- Airend is disassembled.
- Parts are photographed and cleaned.
- Rotors are cleaned and inspected.
- A detailed condition report is provided along with a firm quote.
- Any parts FS-Elliott recommends outside of the standard overhaul scope will be called out in the firm quote.
- FS-Elliott will wait for approval to proceed with the overhaul.
- If new airend is purchased, the inspected airend acts as a core return.



An FS-Elliott overhaul (standard scope) includes:

- Tear-down inspection and report as detailed in Step 2.
- Bead blast gear case and compressor casings.
- Replace bull gear, pinion bearings, and seal.
- Replace bull gear and impeller seals.
- Replace all O-rings and fasteners.
- Replace existing seal air piping with modern stainless steel equivalent.
- Replace main oil pump coupling.
- Clean, inspect and balance the rotating assemblies.
- Complete rotor inspection including visual, fits, key dimensions, mechanical and electrical run-out checks.
- Reassemble
- Repaint unit (FS-Elliott Standard Blue)
- · Performance test after overhaul
- Standard airend package preparation for 6-month indoor storage.



****Lead time subject to change based on parts availability. Promise date will be confirmed after **Step 2**.



FS Elliott Co., LLC 5710 Mellon Road Export, PA 15632-8948 724.387.3200 tel 724.387.3270 fax info@fs-elliott.com email

 $\ \ \, \mathbb{C}$ FS-Elliott Co., LLC 2022 | Bulletin FSP107-222









TERMS AND CONDITIONS OF SALE Form FSE2979 (07/01/2024)

- 1. AGREEMENT: These terms and conditions shall apply to all offers and purchase agreements for GOODS, PARTS, and/or SERVICES where FS-Elliott Co., LLC or any of its divisions, subsidiaries or affiliates, hereinafter "SELLER", acts as a provider or seller to the customer, hereinafter "BUYER", whose name is identified on the face of BUYER's purchase order to SELLER or a purchase agreement, hereinafter "AGREEMENT." "GOODS" shall mean new full package apparatus. "PARTS" shall mean aftermarket parts and sales, including, but not limited to, repairs, rebuilds, airend replacements, airend rerates, and control panel upgrades. "SERVICES" shall mean services, including, but not limited to, on-site services, technical or advisory services, shop services or training. Except as otherwise stated herein, no other terms and conditions shall be applicable to this AGREEMENT. All other terms and conditions, including those of BUYER or BUYER's customer, are hereby expressly rejected. If the GOODS, PARTS or SERVICES require BUYER-supplied information, BUYER shall be solely responsible for the content, accuracy and effect thereof on SELLER supplied GOODS, PARTS or SERVICES.
- 2. PRICE AND TERMS OF PAYMENT: The price shall be as set forth in SELLER's final proposal. Payment terms are net thirty (30) days from the date of SELLER's invoice, unless otherwise stated in SELLER's quotation or SELLER's order acknowledgement. Progress payments will be required for orders valued in excess of US\$100,000.00. Installation of GOODS or PARTS is not included un the price and is the sold responsibility of BUYER required by BUYER and agreed to in writing by SELLER. Delays caused by BUYER or the failure of BUYER's customer to pay BUYER shall not excuse non-payment. The price does not include any taxes. SELLER may suspend its performance hereunder if BUYER fails to make timely payment(s) of SELLER's invoice(s). Any costs associated with such suspension(s) shall be for BUYER's account. Acceptance of payment shall not waive or limit any right or remedy of SELLER. In the event BUYER fails to pay an amount when due, such amount shall be subject to interest at the rate of 1.5% per month for each month or pro-rated portion thereof during which such amount is overdue or the maximum lawful rate allowable under applicable law, whichever is less, until such amount is received by SELLER.
- 3. <u>DELIVERY</u>: SELLER shall not be held responsible for any delay, loss, or damage arising from fire, strikes or labor troubles, governmental intervention, weather, acts of God or nature, raw materials shortages, pandemics or epidemics, suspension due to lack of timely payment from BUYER to SELLER or any other act or force beyond the control of SELLER. Any dates that refer to the completion of manufacture and DELIVERY of GOODS or PARTS or completion of SERVICES are SELLER's best estimate thereof and are subject to change. "DELIVERY" shall mean EX-WORKS point of manufacture (Incoterms 2020). Title, risk of loss and responsibility for loss or damage to GOODS or PARTS shall pass to BUYER upon DELIVERY. SELLER shall retain a security interest in the GOODS or PARTS until SELLER receives payment in full. SELLER shall have the right to make partial DELIVERY of GOODS or PARTS and invoice accordingly. All costs associated with any delay caused in whole or in part by BUYER shall be for BUYER's account.
- 4. WARRANTY: GOODS: SELLER warrants against defects on all GOODS of SELLER's manufacture for a period of (i) one (1) year from date of startup or use or (ii) eighteen (18) months from the date of DELIVERY, whichever occurs first. PARTS: SELLER warrants against defects on all PARTS for a period of one (1) year from the date of DELIVERY. SERVICES: SELLER warrants against defects in workmanship on all SERVICES performed by SELLER for a period of ninety (90) days from the date of completion of such SERVICES. SELLER's obligation to repair or replace any defective GOODS or PARTS or reperform any defective SERVICES during the warranty period shall be BUYER's exclusive remedy and SELLER's sole liability arising under this warranty or any warranty claim made by BUYER. In order to be entitled to the foregoing warranties, BUYER must notify SELLER in writing of defects within the applicable warranty period. EXCEPT AS MAY BE OTHERWISE EXPRESSLY SET FORTH IN WRITING HEREIN, THIS WARRANTIES OF MERCHANTABILITY AND/OR ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR ANY EXPRESS OR IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR USE. BUYER shall bear any and all costs of providing to SELLER free and clear access to the GOODS and PARTS (including removal and replacement of systems and structures), de-installation, re-installation and transportation of GOODS and PARTS to SELLER and back to BUYER. No allowance will be made for repairs or alterations made by others without SELLER's prior written consent. If repairs or alterations made by others written consent, this warranty shall be null and void. SELLER assumes no responsibility for damages caused by improper installation, use, handling, or maintenance, including installation by unauthorized third parties, or by operation in violation of rated operating conditions, internal or otherwise, or defects or damages resulting from the use of parts not of SELLER's manufacture or from BUYER's failure to store, install, maintain, and/or operate the GOODS or PARTS in acc
- 5. CANCELLATION/POSTPONEMENT: GOODS & PARTS: This AGREEMENT may be cancelled by BUYER only upon the prior written consent of SELLER and upon payment by BUYER and receipt by SELLER of cancellation charges which shall be calculated in accordance with SELLER's cancellation curve FSE2980. SERVICE: BUYER acknowledges that SELLER schedules its service representatives in advance and will incur significant costs, including the downtime of those service representatives, if SELLER is not able to reschedule them when BUYER cancels or postpones scheduled SERVICES. Therefore, BUYER grees that BUYER may cancel or postpone this AGREEMENT only upon the prior written consent of SELLER and upon payment by BUYER and receipt by SELLER of cancellation or postponement charges which shall be calculated as follows: Any approved cancellation by BUYER: (1) ten (10) or more business days before scheduled mobilization date, cancellation charges of twenty percent (20%) of the quoted contract value will apply. Any approved postponement by BUYER: (1) ten (10) or more business days before scheduled mobilization date, cancellation charges of twenty percent (20%) of the quoted contract value will apply. Any approved postponement by BUYER: (1) ten (10) or more business days before scheduled mobilization date, cancellation or deforment charges of twenty percent (20%) of the quoted contract value will apply; (2) less than ten (10) business days before scheduled mobilization date, postponement charges of twenty percent (20%) of the quoted contract value will apply; (2) less than ten (10) business days before scheduled mobilization date, postponement by BUYER: (1) ten (10) or more business days before scheduled mobilization date, postponement by BUYER: (1) ten (10) or more business days before scheduled mobilization date, postponement by BUYER: (1) ten (10) or more business days before scheduled mobilization date, postponement by BUYER: (1) ten (10) business days before scheduled mobilization date, postponement by BUYER: (1) ten (10) business days b
- 6. PATENTS: SELLER shall indemnify BUYER against liability and damages for claims based solely on infringement of any United States Letters Patent arising out of SELLER's manufacture or BUYER's use of any GOODS or PARTS of SELLER's manufacture, provided however, BUYER must promptly notify SELLER of any such claim and BUYER shall give SELLER ample opportunity to defend itself against such claim and provide SELLER reasonable cooperation with respect to any such claim. SELLER shall not be obligated for infringement when it results from a particular process or system, or from the equipment of others which have been specified by BUYER or when an infringement arises from the use of the GOODS or PARTS in combination with equipment outside of SELLER's scope of supply.
- 7. <u>LIMITATION OF LIABILITY</u>: Notwithstanding any provision in this AGREEMENT or elsewhere to the contrary: (a) SELLER's maximum liability arising at any time from any cause whatsoever, whether in contract, tort (including negligence and/or gross negligence), strict liability or otherwise, shall not exceed the contract price of the GOODS, PARTS or SERVICE at issue and; (b) SELLER shall not be liable, in contract, tort (including negligence and/or gross negligence), strict liability or otherwise, for any special, incidental, indirect or consequential loss or damage of any nature, arising at any time, from any cause whatsoever, including lost usage, financing, revenue or profit, and all claims therefore are hereby expressly waived by BUYER.
- 8. LAWS: SELLER warrants that the GOODS, PARTS and SERVICES furnished hereunder shall meet only those requirements (including any applicable taxes, surcharges or other levies) of any governmental regulatory authority that have been specified by BUYER in writing to SELLER and where SELLER has accepted same in writing. This AGREEMENT shall be governed by the laws of the Commonwealth of Pennsylvania, or the United States District Court for the Western District of Pennsylvania, and BUYER agrees that such venue shall be the exclusive forum regarding disputes arising out of this AGREEMENT. If jurisdiction cannot be obtained in either the Court of Common Pleas of Westmoreland County, Pennsylvania, or the United States District Court for the Western District of Pennsylvania, or the United States District Court for the Western District of Pennsylvania, and BUYER agrees that such venue shall be the exclusive forum regarding disputes arising out of this AGREEMENT. If jurisdiction cannot be obtained in either the Court of Common Pleas of Westmoreland County, Pennsylvania, or the United States District Court for the Western District of Pennsylvania, then all controversies, disputes or claims arising out or relating to this AGREEMENT or the performance, enforcement, breach, termination or validity thereof, including the determination of the scope of the AGREEMENT or abritate, shall finally be resolved by arbitrations in New York City, U.S.A., conducted in the English language by three neutral arbitrators, in accordance with the rules of the International Chamber of Commerce. Any arbitration decision shall be final and non-appealable. The basis for the arbitrators' decision shall be based solely on this AGREEMENT and any documents incorporated thereby. Otherwise, the laws of SELLER's jurisdiction shall be applied. BuyEr agrees to be joined in any arbitration or other legal or dispute resolution proceeding involving any third party and which relates in any manner to this AGREEMENT or the GOODS, PARTS or SERVICES supplied by SE
- 9. CONFIDENTIAL & PROPRIETARY INFORMATION: Any information which is designated "Confidential" or "Proprietary" by SELLER and is disclosed by SELLER to BUYER is disclosed in confidence and the BUYER shall not publish or otherwise disclose such information to others without the express written consent of SELLER. SELLER further hereby specifically designates, and BUYER acknowledges, that all information contained in any of SELLER's drawings or instruction books supplied pursuant to this AGREEMENT is also proprietary, despite any lack of markings indicating same. Such information is supplied by SELLER to BUYER for the sole and exclusive use of the BUYER and BUYER shall not furnish, reveal or impart this information to any third party for any reason whatsoever without the express written consent of an authorized representative of the SELLER. Nothing herein shall limit the BUYER's right to disclose any information provided by the SELLER hereunder which (i) was furnished by the SELLER prior to this AGREEMENT without restrictions; or (ii) legitimately becomes knowledge available within the public domain; or (iii) is received by BUYER from a third party without restriction and without breach of this or any other agreement.
- 10. INDEMNIFICATION: To the fullest extent not prohibited by law, BUYER indemnifies and agrees to defend and hold harmless SELLER and SELLER's officers, directors, agents, employees and insurers from and against all claims, damages, liquidated damages, losses, expenses, and claims relating to indemnification and/or liability contractually assumed by SELLER, including but not limited to the fees of attorneys, consultants or experts, arising out of or resulting from, or allegedly raising out of or allegedly resulting from, the purchase or use of the GOODS or PARTS or the performance of the SERVICES, including without limitation all claims, damages, losses or expenses attributable to delays, breach of this AGREEMENT, bodily injury, sickness, disease, death, or injury to or destruction of tangible property, including loss of use resulting therefrom, caused or alleged to be caused by the negligence, gross negligence, acts, errors, omissions, breach of contract, or willful misconduct of BUYER or anyone directly or indirectly employed by BUYER or anyone for whose acts BUYER may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. In claims against any person or entity indemnified hereunder by an employee of BUYER, or anyone for whose acts BUYER may be liable, the indemnification obligations of BUYER under this AGREEMENT shall not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for BUYER under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.
- 11. <u>UNLAWFUL CONDUCT</u>: BUYER warrants and covenants that it will not violate any applicable law or regulation of any country or political subdivision thereof, including the U.S. Foreign Corrupt Practices Act, in performing or purporting to perform any act arising out of or in connection with this AGREEMENT. BUYER warrants that it is purchasing GOODS and PARTS for its own use and that there will be no diversion of any shipment or any reshipment to any country, nation or political subdivision that is contrary to any law of the United States of America. Pursuant thereto, BUYER agrees to maintain such records as are required by such applicable laws and regulations and to provide all written assurances required by SELLER in connection therewith. Further, any such unlawful conduct shall constitute grounds for SELLER to immediately terminate this AGREEMENT for cause.
- 12. ADDITIONAL TERMS: All price quotations made by SELLER to BUYER shall remain valid for thirty (30) days unless otherwise specified by SELLER in writing. If this AGREEMENT is for SERVICES, SELLER's Agreement for Services are hereby incorporated by reference and made a part of this AGREEMENT. In the event of a conflict between the terms of this AGREEMENT and any incorporated terms, the terms of this AGREEMENT shall prevail. SELLER reserves the right to file a mechanic's or other lien in the case of BUYER's failure to pay for GOODS, PARTS or SERVICES. Neither this AGREEMENT nor any right, responsibility or obligation of BUYER hereunder may be assigned by BUYER without the prior written consent of an authorized representative of SELLER. SELLER will use reasonable efforts to permit BUYER inspection and expediting. Arrangements for same must be approved in advance by SELLER and arranged by BUYER at least thirty (30) days in advance. All BUYER-incurred costs relating to inspection and/or expediting shall be for BUYER's account. Return of GOODS or PARTS shall require the prior written approval of SELLER. SELLER reserves the right to source material from anywhere in the world. BUYER warrants that no part of the GOODS or PARTS shall require the prior or otherwise.
- 13. GENERAL PROVISIONS / ENTIRE AGREEMENT: Except as otherwise provided herein, these terms and conditions and the face of BUYER's purchase order to SELLER (and if the Agreement is for SERVICES, SELLER's applicable Agreement for Services FSE280) shall constitute the entire agreement between BUYER and SELLER and can only be modified by a writing signed by duly authorized representatives of both BUYER and SELLER. Should any part of the AGREEMENT be deemed invalid by a court of law that shall not constitute an invalidation of any other part of the AGREEMENT. SECLION headings are for purposes of guidance only and are not to be considered a part of the AGREEMENT. SELLER's acceptance of BUYER's purchase order is expressly made conditional on BUYER's assent to these terms and conditions and the rejection of any other terms and conditions. Acceptance by BUYER of GOODS, PARTS, or SERVICES shall constitute unequivocal acceptance of these terms and conditions. Past practice, industry standards or practices or previous course of dealing or trade shall not supersede or replace these terms or conditions. Failure of SELLER to effect any available right or remedy shall not operate as a waiver of same. BUYER acknowledges the import of these terms and conditions and understands the contractual obligations created.

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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. Examples include: highly specialized equipment, exclusive intellectual property, membership to an organization.
- (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. Examples include: OEM, JEA Standard.
- (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:

Vendor Name:

Description of Services or Supplies provided by Vendor:

FS Elliott is the compressors original equipment manufacturer (OEM); RP Adams is the aftercooler OEM. FS Compression (formerly known as Comp-Air) is the local service branch of FS Elliott. Due to the additional costs to re-engineer the existing system and resulting extended schedule to accommodate a compressor that isn't a like-kind replacement, replacing in kind is the most time and cost effective solution for JEA. Please see accompanying justification document for further details.

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Ricky Erixton

Name of JEA Business Unit Chief (or designee)

Certification:

I the undersigned certify that to t interest in this Single Source Em	•	no JEA employee has, either directly or indirectly, a financial
I the undersigned certify that this	s procurement meets the rec	quirements of a (choose one of the following):
Single Source Procurement: 3-112(b) Is this Single Source also a Ratif		osection of Section 3-112 above applies to this Single Source If yes, explain
OR		
Emergency Procurement	- Please state which subse	ction of Section 3-113 above applies to this Emergency
Is this Emergency also a Ratifica	tion? Yes No If	yes, explain
Pistos Friedra	Digitally signed by Rinky Frixton	0/5/0005
Ricky Erixton Signature of JEA Business Uni	Digitally signed by Ricky Erixton Date: 2025.03.05 09.08:13 -0500' t Chief (or designee)	3/5/2025

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.

MEMORANDUM

Electric Production: Sole Source Justification for N00 Atomizing Air Compressor AB Replacement

PREPARED FOR: JEA Procurement

PREPARED BY: Jason Compton

DATE: March 3, 2025

1.0 Background

Requesting approval to purchase replacement "A" and "B" atomizing air compressors directly from the OEM, due to pressing reliability issues with the current compressors, project urgency, and to avoid time delays that would arise from using a non-OEM procurement process.

The existing A and B compressors have experienced significant issues recently, including recurrent failures to start and trips from high vibrations and temperatures. These ongoing problems pose a substantial risk to unit performance and reliability, potentially leading to derates or complete shutdowns.



The Atomizing Air System consists of three 50% capacity centrifugal air compressors, each a three-stage unit designed to increase air pressure progressively. Compressors draw air

through inlet filters to remove dust and particulate and then compress the air through three stages. Intercoolers between each stage reduce air temperature and enhance efficiency. Compressor discharge is further cooled by an aftercooler, which removes additional moisture from the air. The Atomizing Air Compressors work to maintain a steady system pressure, ensuring continuous, reliable operation of the atomizing air and instrument air systems.

These compressors are not simple off-the-shelf compressors, they are very complex engineered systems, equipped with a 4000V drive motor, two-stage inlet filter, glycol coolers, self-contained lube oil system, alarms, protections, and controllers. Standard practice is to always operate two compressors to ensure uninterrupted unit operation should a compressor issue occur.

Figure 2 – Atomizing Air Compressor Arrangement (Top View) Recycle Heat Exchanger

Instrument Air Glycol Pumps Air Compressor B Air Compressor C

Figure 3 – Atomizing Air Assembly (Left - Top View, Right - Side View)

While the replacement of both compressors (A & B) is necessary, the highest priority is to replace Compressor B within the current fiscal year to ensure two reliable compressors are available for operations. Once Compressor B is replaced, Compressor A should follow as quickly as possible (FY26) to ensure a standby unit is in place for any potential issues or maintenance activities.

2.0 Justification

Benefits of OEM (like-kind) Equipment:

OEM equipment offers several key advantages, particularly in terms of faster installation and project completion.

With the OEM equipment, no major modifications to the existing infrastructure (piping, circuits, structure, etc.) are required, meaning the installation process will be significantly faster compared to non-OEM solutions that may require extensive modifications. Without infrastructure modification, OEM equipment avoids the need for an outage or dual outage to facilitate installation, which would otherwise extend downtime and add complexity to the project.

Purchasing OEM equipment will allow a streamlined project scope of work, focusing only on key component replacements such as the compressor air-end, intercoolers, oil cooler, oil heater, and aftercooler. Existing equipment, including the controller, 4000V motor & driver, inlet filters, inlet control valve, motor coupling, piping, circuitry, and other associated components will remain in use. The streamlined scope should enable faster project completion.

Due to reliability concerns with both Compressors A and B, JEA Operations is proceeding with a plan to install standby rental compressor(s) to ensure continuous operation in the event of an A or B failure prior to replacement. With rental compressor costs estimated at \$75K per month, project delays could result in rental expenses quickly meeting or surpassing the cost of purchasing new equipment.

OEM equipment will also allow equipment uniformity. Using like-kind compressors ensures that components such as valves, filters, controls, and spare parts are standardized, which reduces operational complexity and simplifies ongoing maintenance.

Additionally, OEM's shorter equipment lead times allow for a quicker delivery and installation, further reducing the overall project timeline.

<u>Drawbacks to Non-OEM (like-kind) Equipment:</u>

Opting for non-OEM compressors introduces several challenges that could extend the project timeline, increase costs, and complicate operations.

One major issue is longer equipment lead times, which delay procurement and extend the overall project schedule. Additionally, the procurement process for non-OEM equipment is more complex, requiring the development of new specifications, a thorough review process, and possibly the involvement of an engineering firm. These steps add time and cost to the project.

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Non-OEM compressors may require significant infrastructure modifications, such as changes to the footprint, piping, and control systems. These modifications are likely to require a dual outage to facilitate installation - further complicating installation and increasing downtime. The scope of work is also more extensive, as replacing non-OEM compressors may involve updating cabling, controls, and other components, adding complexity, and increasing the project timeline.

An extended project timeline associated with non-OEM equipment increases the likelihood of incurring additional rental compressor costs. Delays in the project could lead to rental expenses that quickly exceed the cost of purchasing new equipment.

Another issue with non-OEM compressors is the potential loss of uniformity across the equipment and possible lack of equipment redundancy.

3.0 Recommendations

Although non-OEM compressors might seem to offer initial savings, the hidden costs—such as longer lead times, extra engineering work, infrastructure changes, and rental compressor fees—can make purchasing non-OEM equipment less cost- and time-effective compared to OEM equipment.

We recommend purchasing equipment of similar type from the OEM, with preparation and installation handled by FS Compression.