

# Welcome to the

## Awards Meeting

**April 17, 2025, 10:00 AM EST**

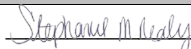
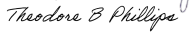


You have been joined to the meeting with your **audio muted** by default.

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 [JEA.com](http://JEA.com), 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 **Camie Evers** by telephone at **(904) 832-3385** or by email at **[everca@jea.com](mailto:everca@jea.com)** if you experience any technical difficulties during the meeting.

<p align="center"><b>JEA Awards Agenda</b>  <b>April 17, 2025</b>  <b>225 North Pearl St., Jacksonville, FL 32202 - Board Room 1st Floor</b>  <a href="#">Teams Meeting Info</a></p>												
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 <b>Formal Purchases</b> as defined by <b>Section 3-101 of the JEA Procurement Code</b> . Please refer to JEA's 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 04/10/2025 Meeting	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	Invitation for Bid (IFB)	1411946446 IFB Mandarin WRF High Mast Replacement	Phillips	M Gay Constructors Inc.	Capital	\$635,000.00	\$548,000.00	N/A	\$548,000.00	N/A	Project Completion Start Date: 04/21/2025 End Date: 01/30/2026	M Gay Constructors Inc is a JSEB
<p>Advertised: 02/27/2025; Mandatory Pre-Response: 03/06/2025; Mandatory Site Visit: 03/12/2025; Opened: 04/08/2025</p> <p>Two (2) Responses Received:  M Gay Constructors Inc.: \$548,000.00  Power Serve Technologies, Inc.: \$840,000.00</p> <p>For additional information contact: Halley Stewart</p> <p>The purpose of this Invitation for Bid (IFB) is to select a supplier to remove and replace high masts located at Mandarin Water Reclamation Facility (WRF). Current high masts located at Mandarin WRF are the originals installed in 1994. Mast are 30 years old and no longer meet current Building Code. Masts need to be replaced to incorporate safer operation and meet current wind requirements in latest Florida Building Codes. The supplier shall remove the five (5) existing high masts and their foundations, disconnect the circuits from the existing high mast poles, and modify the wiring through the new ground boxes to the new 70' poles.</p> <p>This project was initially procured through an informal Invitation for Bid (IFB), which resulted in a single response. However, the bid amount of \$797,773.45 significantly exceeded the project budget, leading to the rescission of the bid. The pricing included FLDOT-approved masts and foundations, which were not part of the original bid workbook. For the current solicitation, the Facilities team engaged an engineering firm to assist in developing technical specifications that align with the new FLDOT standards and code requirements, and secured the additional funding necessary for the project.</p> <p>It should be noted, this solicitation includes a 5% JSEB participation requirement. M Gay Constructors is a certified JSEB entity.</p> <p>The lowest bid from M Gay Constructors Inc. in the amount of \$548,000.00 is approximately 14% lower than the business unit budget estimate, is approximately 35% lower than the next lowest bid of \$840,000.00, and has been deemed reasonable.</p>												
3	Contract Increase	114-17 - Vegetation Management Services	Erixon	Trees, LLC	Capital & O&M	\$3,980,000.00	\$3,980,000.00	\$31,222,514.94	\$49,031,639.94	01/05/2023 - \$6,425,000.00 12/07/2023 - \$7,404,125.00	Five (5) Years w/One (1) - 1 Yr. Renewal Start: 01/31/2018 End: 01/30/2026	N
<p>Originally Awarded: 01/11/2018  For additional information contact: Jason Behr</p> <p>The purpose of this contract is to have established pricing for vegetation management services for JEA and Tampa Electric Company (TECO). The work to be performed by the Company includes all labor, supervision, materials, tools and equipment, and reporting requirements as necessary for performing the work. JEA maintains vegetation surrounding approximately 3,200 miles of distribution lines with a pruning cycle of 2.5 years, and over 700 miles of transmission lines with an inspection cycle of twice a year with tree removal and pruning as necessary. In addition, JEA manages approximately 5,000 acres of timber land. Vegetation management includes moving over 300 corridor miles of transmission, and some select distribution rights-of-way. Herbicide is also utilized to manage vegetation such as vines and invasive species.</p> <p>The purpose of this award is to add additional funds to carry JEA to approximately the end of the contract term and while JEA conducts a scheduled re-bid of this work. Trees is the premier vegetation management company in the region and maintains a majority of the JEA service territory; this agreement covers their storm restoration efforts as well should they be needed, and allows for pulling of resources nationally should it be required. The rates for the remaining term are utilizing previously negotiated rates, which through supplementary sourcing efforts it has been determined that the unit costs are in JEA's best interests to continue.</p>												
4	Invitation for Bid (IFB)	1411870246 Bulk Chemical Supplier and Service of Granular Activated Carbon (GAC)	Vu	Carbon Activated Corporation	Capital O&M	\$1,962,000.00	\$1,425,204.00	N/A	\$1,425,204.00	N/A	Three (3) Years w/ Two (2) - 1 Yr. Renewals Start: 05/01/2025 End: 04/30/2028	N
<p>Advertised: 02/26/2025  Opened: 04/01/2025  Two (2) Bids Received:  - Carbon Activated Corporation: \$1,425,204.00  - Desotec US LLC: \$1,955,304.00  For more information contact: Ella Bedwell</p> <p>JEA requires a qualified vendor to supply and service coconut shell-based Granular Activated Carbon (GAC) for the new H2O Purification Center, which treats public access reuse water. The scope includes removing spent GAC, disinfecting the vessels, procuring, delivering, installing, and fluidizing new GAC, and verifying volume and depth. The supplier must provide all necessary labor, materials, tools, equipment, and transportation for the work.</p> <p>The project was competitively bid, resulting in two (2) responses. Extensive outreach efforts to other interested businesses were unsuccessful, as many cited their inability to meet the technical specifications as the reason for not submitting a bid. Upon reviewing the submissions, the project team determined that Carbon Activated Corporation was the lowest and most qualified bidder. The award amount is approximately 28% below the JEA estimate and in line with current market conditions, as compared to other utilities performing similar services.</p>												
5	Request for Proposal (RFP)	1411913847 CMAR Services for Arlington East WRF - Reclaimed Water and Distribution Upgrades	Zammataro	Wharton-Smith, Inc.	Capital	\$550,000.00	\$497,990.00	N/A	\$497,990.00	N/A	Project Completion Start: 04/30/2025 End: 02/28/2029	N
<p>Advertised: 01/09/2025  Opened: 03/09/2025  Four (4) Proposers  Public Evaluation Meeting: 03/26/2025  Proposers (Ranked):  1. Wharton-Smith, Inc.  2. Sundt Construction, Inc.  3. The Haskell Company  4. PCL Construction, Inc.  For additional information contact: Marline McDonald</p> <p>The scope of work for this contract is to provide Construction Management-at-Risk (CMAR) services for the Arlington East Water Reclamation Facility (WRF) high level disinfection and reclaimed water upgrade projects. The CMAR will deliver pre-construction administrative services, including cost estimating, scheduling, risk management, and value engineering. The construction phase of the project involves construction services needed to convert current disinfection system from a sodium hypochlorite system to a 25 MGD high level ultra-violet (UV) system. Construction also includes necessary filters, feed pumps, a UV electrical building, a reclaimed water (RW) transfer pump station, new electrical building and generator, installation of a RW high service pump, and a 3.5 MGD storage tank.</p> <p>Negotiations for the pre-construction phase have been completed. The final scope and fee for these services were reviewed by JEA project staff and procurement personnel and were deemed reasonable when compared to similar previous projects. JEA will present future contract amendments for approval related to early work Guaranteed Maximum Prices (GMPs) and the final construction GMP. The preliminary 10% estimate for total construction costs is \$162,272,830.00. This project was last presented as an informational item to the Capital Projects Committee during the 02/25/2025 meeting, where they approved the approach and the need for the project. JSEB participation will occur during the forthcoming construction GMPs.</p>												

6	Collaborative Procurement Sourcewell Contract 110421-ALT	Contract 110421-ALT: Digger derricks, bucket trucks, and utility equipment, Purchase of Class 212C 3T Bucket Truck Cut-In	Phillips	Altec Industries, Inc.	Capital	\$1,270,710.00	\$1,270,710.00	N/A	\$1,270,710.00	N/A	One-Time Purchase in FY27  Start Date: 10/01/2026 End Date: 09/30/2027	N			
	Collaborative Procurement Agency: Sourcewell, a State of Minnesota local government unit and service cooperative Contract #110421-ALT with Altec Industries, Inc. Contract Term: Start Date 01/12/2022, through 12/27/2025  For additional information contact: Halley Stewart  This award is for the purchase of five (5) Class 212C 3T Bucket Truck Cut-Ins for JEA Electric department replacements. JEA is utilizing the collaborative procurement contract with Sourcewell and Altec Industries, Inc. as provided in Section 3-115 of the Procurement Code.  The Class 212C 3T Bucket Truck Cut-Ins are budgeted for and expected to be delivered in FY27. JEA is leveraging Sourcewell contract pricing as initiating a new bid process could interfere with ensuring delivery within FY27, when the necessary funds are available. Additionally, JEA has secured a discount of \$2,567.00 per unit for the purchase of five (5) or more units, resulting in total savings of \$12,835.00. The Sourcewell contract pricing is approximately 4% lower than the quote received from Ring Power, totaling \$265,283.00 per unit. In 2019, JEA previously awarded a bid for this type of bucket truck to Altec at a price of \$191,268.00 per unit. The current pricing for FY27 delivery reflects an approximate 4% annual increase since the previous purchase, which Fleet has determined to be reasonable. The unit price is \$254,142.00, bringing the total award to \$1,270,710.00.														
7	Invitation for Bid (IFB)	1411925446 Facilities Automatic Transfer Switch (ATS) Maintenance and Repair Services	Phillips	Generator Source ASCO Power Services	O&M	\$539,719.00	\$32,184.00 \$1,012,212.00	N/A	\$1,044,396.00	N/A	Three (3) Years w/ Two (2) - 1 Yr. Renewals  Start Date: 05/01/2025 End Date: 04/30/2028	N			
	Advertised: 02/05/2025; Optional Pre-Response: 02/12/2025; Opened: 02/25/2025 Two (2) Responses Received: Generator Source: \$32,184.00 (Non-ASCO-ATS's) ASCO Power Services: \$1,012,212.00 (ASCO-ATS's)  For additional information contact: Eugene Brown  The scope for this Solicitation is to select a vendor(s) that can provide pricing to service JEA's Automatic Transfer Switches (ATS). Services include but are not limited to preventative maintenance and corrective maintenance of JEA's ATS assets. JEA owns approximately 473 Automatic Transfer Switches (ATS) throughout the following counties: Clay, Duval, Nassau, and St Johns.  Fourteen (14) suppliers were invited to participate in the solicitation. However, two (2) responses were received, along with two (2) no-bid submissions. We anticipated low participation due to the fact that there is a limited amount of suppliers who are authorized to service JEA ATS equipment.  After the bids closed it was brought to our attention that the bid workbook requested pricing for 473 ATS's and 437 of the ATS's are ASCO brand. ASCO does not authorize any third party to perform maintenance, upgrades, or modernization on their emergency power transfer system products. After discussion with the business unit, it was decided to award all ASCO ATS's to ASCO and to award all non-ASCO ATS's to the lowest bidder, which was Generator Source. In the future the business unit intends to add ASCO to the Facilities Standards for maintenance, noting that ASCO is the only entity authorized to maintain ASCO ATS's.  Through negotiations with ASCO, procurement reduced pricing, achieving annual cost avoidance of \$42,826.00, or \$128,478.00 over three years. The previous price per technician was \$345.60, while the pre-negotiation price was \$395.00, a 14% increase. The final negotiated price is \$346.00 per technician, a 0.11% increase. Generator Source charges \$149.00 per technician for non-ASCO ATSs. The contract now requires two technicians per service call for safety reasons, increasing the total award to \$1,044,396.00, a 93.5% increase over the estimated budget of \$539,719.00. It should also be noted that JEA's asset count has increased by 7%, from 444 to 473.  This request is for the award of a contract to ASCO Power Services in the amount of \$1,012,212.00 for ASCO ATS's and Generator Source in the amount of \$32,184.00 for non-ASCO ATS's. The total award is in the amount of \$1,044,396.00.														
Consent Agenda Action															
Committee Members in Attendance	Names	Ted Phillips, Garry Baker, Jordan Pope													
Motion by:	Jordan Pope														
Second By:	Garry Baker														
Committee Decision	Approved														
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			
1	Contract Increase	065-20 Commercial Backflow Preventer Testing Services	Brooks	Fire Sprinkler Services FL, LLC	\$100,000.00	\$100,000.00	\$300,000.00	\$1,280,000.00	07/06/2023 - \$600,000.00 01/04/2024 - \$80,000.00 05/30/2024 - \$200,000.00	Three (3) Years w/Two (2) - 1 Yr. Renewals Start: 06/01/2021 End: 05/31/2025	N	Motion by: Garry Baker			
	Originally Informally Awarded: 06/01/2021 For additional information contact: David King  The purpose of this contract is to provide backflow preventer testing services for JEA's commercial customers. The requirements are to systematically complete compliance testing of backflow preventers for the term of the contract. Each year, up to 38,000 connections are due to be tested.  When this contract was first started the annual testing volume was approximately 22,000 customers. Over the term of the contract the annual testing number has increased to 38,000 customers. This increase in testing volume has resulted in this contract increase request. This increase will cover additional funding until the end of the contract term on 05/31/2025. Unit rates and contract terms remain unchanged.											Second by: Jordan Pope			
	DISCUSSION/ACTION: Clarification was requested as to how this program works. JEA is tasked by the state to ensure water that is passed through a customer's water system does not go back into the drinking water. This is done by backflow preventers. The testing program ensures the backflow preventers are working correctly. DISCUSSION/ACTION PARTICIPANTS: Ted Phillips, Zach Waldrop, Matt Harris, Dave Kaplan											Committee Decision: Approved			
2	Single Source	One-Time Purchase of SCNTR001	Phillips	Evoqua Water Technologies, LLC	\$305,440.00	\$305,440.00	N/A	\$305,440.00	N/A	Project Completion Start Date: 04/24/2025 End Date: 08/14/2025	N	Motion by: Jordan Pope			
	For additional information contact: Lynn Rix The HSC baskets or traveling water screens are used in the intake system at NGS. Evoqua Water Technologies is the OEM for this item. This is a purchase of 40 screens that were last bought on 04/23/2024 at a cost of \$7,636.00 each. Pricing per unit has remained the same for the past two years. The quote is attached.											Second by: Garry Baker			
	DISCUSSION/ACTION: Clarification was requested as to why this item is a single source. At this time there is not another supplier that will provide a quote for production of these screens so JEA has referred back to the original equipment manufacturer. Quotes were requested from two other manufacturers but they were not able to provide quotes for production of this item. DISCUSSION/ACTION PARTICIPANTS: Ted Phillips, Robert Hand											Committee Decision: Approved			
Consent and Regular Agenda Signatures															
Budget	Name/Title	 CFO													
Awards Chairman	Name/Title	 CFO													
Procurement	Name/Title														
Legal	Name/Title														

JEA Awards Agenda April 10, 2025 225 North Pearl St., Jacksonville, FL 32202 - Hydrangea Room 1st Floor <a href="#">Teams Meeting Info</a> 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 <b>Formal Purchases</b> as defined by <b>Section 3-101 of the JEA Procurement Code</b> . Please refer to JEA's 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 04/03/2025 Meeting	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	Contract Increase	1410804046 Sanitary Sewer Manhole Structural Rehabilitation and Repair	Vu	Engineered Spray Solutions LLC	Capital	\$1,300,000.00	\$1,300,000.00	\$4,000,00.00	\$5,700,000.00	03/18/2025 - \$400,000.00	Three (3) Years w/Two (2) - 1 Yr. Renewals Start: 10/01/2022 End: 09/30/2025	N
Last awarded: 10/06/2022 For additional information contact: David King  The scope of this contract includes sealing, resealing, coating, repair and rehabilitation, along with any related incidental work, for sanitary sewer manholes located within JEA's service territory, which includes Duval and surrounding counties. Additional funding is needed to complete the work budgeted for the remainder of FY25, due to an increase in the number of manhole repairs that have been identified. The contract rates remain the same.												
3	Contract Increase	075-20 Repair and Installation of Video Surveillance Systems	Brooks	BCI Integrated Solutions	Capital	\$270,000.00	\$267,093.61	\$6,400,000.00	\$7,307,093.61	11/07/2023 \$640,000.00 new NTE \$7,040,000.00	Five (5) Years w/One (1) - 1 Yr. Renewals Start Date: 12/15/2020 End Date: 12/14/2025	No
For additional information contact: Lynn Rix  The purpose of this contract is to install and maintain video surveillance systems for JEA facilities.  Two projects: JEA - H2O VSS Project at JEA - H2O Water Purification Plan in the amount of \$190,619.14 FY25 JEA Electric NVR Lifecycle Installation at 29 substations in the amount of \$76,474.47 need to be completed prior to the new contract going into effect. The time and material quotes are attached and reflect contract rates. Therefore, a contract increase of \$267,093.61 is requested.												
4	Contract Increase	1411386246 Hand and Power Tools for Inventory Stock	Phillips	Anixter, Inc.  Certified Slings, LLC dba Bishop Lifting  Ferguson Waterworks dba Ferguson Enterprises LLC  Gresco Supply, Inc.  Sid Tool Co., Inc., dba MSC Industrial Supply Co.  Stuart C. Irby Company, LLC  Vallen Distribution, Inc.	Inventory	\$1,831,761.16	\$1,341,794.47  \$15,923.65  \$143,365.88  \$11,797.13  \$189,996.94  \$10,186.31  \$118,696.78	Anixter \$914,314.35 Certified \$26,580.00 Ferguson \$165,629.90 Gresco \$12,601.25 Sid MSC \$154,805.95 Stuart \$0.00 Vallen \$96,738.47 Total Award \$1,370,669.92	Anixter \$2,250,637.18 Certified \$42,503.65 Ferguson \$308,995.78 Gresco \$24,398.38 Sid MSC \$323,861.71 Stuart \$31,970.63 Vallen \$215,435.25 Total Award \$3,197,802.58	01/18/2024 Anixter (\$5,471.64) New NTE \$908,842.71 Sid MSC (\$20,941.18) New NTE \$133,864.77 Stuart \$21,784.32 New NTE \$21,784.32 Overall Award (\$4,628.50) New NTE \$1,366,041.42	One (1) Year w/ Two (2) 1-Yr. Renewals Start Date: 12/05/2023 End Date: 12/04/2026	No
For additional information contact: Lynn Rix  The purpose of this Contract is to purchase hand and power tools for inventory stock consisting of 605 items. The tools being bought are utilized by both the Electrical and Water departments.  JEA has and will continue to realize savings through this contract's annual pricing adjustment capped at CPI as well as the process efficiencies gained through the auto-sourced blanket.  The contract has been in force for 16 months. JEA is taking advantage of the second of two renewal options and adding funds for remaining 20 months. The usage is based on inventory planning's forecasts.												
5	Invitation to Negotiate (ITN)	1411885850 Sewer Main Cleaning and CCTV Inspection	Vu	Hydromax USA LLC	O&M	\$5,000,000.00	\$4,153,050.00	N/A	\$4,153,050.00	N/A	Three (3) Years w/Two (2) - 1 Yr. Renewals Start: 05/01/2025 End: 04/30/2028	N
Advertised: 12/6/2024 Opened: 01/14/2025 Nine (9) Proposers, Three (3) Short-listed Public Evaluation Meeting: 04/03/2025 Proposers (Ranked):  Company <input type="checkbox"/> Rank Score BAFO Bid Total (yearly amt) Hydromax USA LLC <input type="checkbox"/> 1 <input type="checkbox"/> 261.69 \$1,384,350.00 Hydro-Klean, LLC <input type="checkbox"/> 2 <input type="checkbox"/> 228.00 \$1,265,450.00 Envirowaste Services Group Inc 3 <input type="checkbox"/> 225.56 \$1,337,250.00  For additional information contact: Darriel Brown  The scope of work for this contract is to provide sewer main cleaning and CCTV inspection services, including cleaning sanitary sewer mains throughout the JEA service area and supporting JEA crews with jet-vac combination trucks. The contract includes the removal and disposal of debris such as sludge, grit, and grease from sewer lines and manholes, while maintaining the mains in service during cleaning operations.  This Invitation to Negotiate (ITN) included the evaluation of multiple criteria, such as pricing, past performance, equipment inventory, organizational structure, and quality metrics. Based on the evaluation results, Hydromax USA LLC was determined to be the highest-ranked respondent. In particular, Hydromax achieved superior scores in past performance, organizational structure, and quality metrics, which outweighed the advantage Hydro-Klean earned by quoting the lowest rates.  The BAFO totals are representative of annual usage; the award amount for the three-year term is \$4,153,050.00.  Under the new contract, unit rates will be, on average, lower by approximately 1.46% compared to the currently contracted rates. Through the Best and Final Offer (BAFO) process, Hydromax reduced its pricing by \$21,550.00, representing a 1.53% decrease from its initial submittal. The contract will allow for annual price adjustments based on the Consumer Price Index (CPI).												



Consent Agenda Action												
Committee Members in Attendance	Names	<u>Ted Phillips , Jody Brooks , Garry Baker</u>										
Motion by:	Garry Baker											
Second By:	Jody Brooks											
Committee Decision	Approved											
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
1	Invitation to Negotiate (ITN)	1411887847 ITN Facilities Landscaping Maintenance - Open Market	Phillips	J & D Maintenance and Services	\$4,492,708.80	\$6,586,300.00	N/A	\$4,492,708.80	N/A	Two (2) Years w/ Three (3) - 1 Yr. Renewals  Start Date: 05/13/2025 End Date: 05/14/2027	Y - 100% JSEB Kevin's Lawn Care, Inc. \$145,333.92 Total Lawn Solutions LLC \$381,542.40 Jacksonville Lawn Care Inc. \$842,010.48 CMC Landscaping LLC \$79,406.40 K & J Lawn Care LLC \$1,033,112.26 Duval Total Care LLC \$146,810.88 Smith Brothers Lawn Maintenance, Inc. \$85,432.32 Money Bird \$127,599.36 Coleman Lawn Care \$78,796.80 McNish's Lawn & Landscaping Services, Inc. \$102,021.12 Fernandina Mulch & Stone LLC \$70,502.40 J&D Maintenance and Services \$1,400,140.46	Committee Decision: Deferred
	Item 1 Deferred											
2	Request for Proposal (RFP)	1411857248 Construction Management-at-Risk (CMAR) for the Northwest WRF 2MGD Project	Zammataro	Sundt Construction, Inc.	\$1,497,404.00	\$1,500,000.00	N/A	\$1,497,404.00	N/A	Project Completion Start: 05/01/2025 End: 11/30/2028	N	Motion by: Jody Brooks  Second by: Garry Baker  Committee Decision: Approved
	Advertised: 11/26/2024 Opened: 01/07/2025 Two (2) Proposers Public Evaluation Meeting: 01/21/2025 Proposers (Ranked): 1. Sundt Construction, Inc. 2. The Haskell Company For additional information contact: Marline McDonald											
	The scope of work for this contract is to provide Construction Manager-at-Risk (CMAR) services for the Northwest Water Reclamation Facility (WRF) project. The CMAR will deliver pre-construction administrative services, including cost estimating, scheduling, risk management, and value engineering. The construction phase of the project involves building a new 2 million gallons per day (MGD) greenfield water reclamation facility.  JEA contacted prospective proposers who did not submit a response. These companies indicated they were focusing on other opportunities or current commitments instead of submitting a proposal for this project.  Negotiations for the pre-construction phase have been completed. The final scope and fee for these services were reviewed by JEA project staff and procurement personnel and were deemed reasonable when compared to similar previous projects. JEA will present future contract amendments for approval related to early work Guaranteed Maximum Prices (GMPs) and the final construction GMP. The preliminary 10% estimate for total construction costs is \$166,336,049.00.											
	DISCUSSION/ACTION: Has this gone before the awards committee and board for approval? At the February Capital Projects Committee meeting, the board was made aware of this project. The process involves presenting these projects to the board for awareness and approval of the approach. At that time, only estimates were provided to the board. Once the project reaches a value of \$50 million, the board's approval will be required. Since this project is currently at only \$1 million, it doesn't require board approval at this stage. The awards committee has the authority to approve the dollar amounts at this point. When a Guaranteed Maximum Price (GMP) is reached, the project will go to the board for final approval to proceed with construction. It was noted by legal that there are off-ramps between now and board approval to be used as needed prior to negotiations of the GMP.  DISCUSSION/ACTION PARTICIPANTS: Ted Pillips, Joe Perez, Rebecca Lavie, Jodie Brooks and Garry Baker											
Consent and Regular Agenda Signatures												
Budget	Name/Title											
Awards Chairman	Name/Title	 CFO										
Procurement	Name/Title											
Legal	Name/Title											

**1411946446 APPENDIX B - BID FORM  
MANDARIN WRF HIGH MAST REPLACEMENT**

Submit the Bid electronically as described in section 1.4 and 1.5 of the Solicitation.

Company Name: M. Gay Constructors, Inc.

Company's Address: 11901 Industry Drive, Jacksonville, FL 32218

License Number: CGC1512259, EC0001098, CUC1224470

Phone Number: 904-714-4001 FAX No: \_\_\_\_\_ Email Address: mgcmmoore@gmail.com

**BID SECURITY REQUIREMENTS**

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

**TERM OF CONTRACT**

- ☐ One Time Purchase  
☐ Annual Requirements  
☒ Other, Specify - Project Completion

**SAMPLE REQUIREMENTS**

- ☒ None required  
☐ Samples required prior to Bid Opening  
☐ Samples may be required subsequent to Bid Opening

**SECTION 255.05, FLORIDA STATUTES CONTRACT BOND**

- ☐ None required  
☒ Bond required 100% of Bid Award

**QUANTITIES**

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

**INSURANCE REQUIREMENTS**

**Insurance required**

**PAYMENT DISCOUNTS**

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

ENTER YOUR BID FOR SOLICITATION 1411946446	TOTAL BID PRICE
<b>Total Bid Price for the Project (transfer total from Bid Workbook)</b>	<b>\$ 523,000.00</b>
<b>Supplemental Work Allowance (SWA)</b>	<b>\$25,000.00</b>
<b>Total Bid Price for the Project Including the SWA</b>	<b>\$ 548,000.00</b>

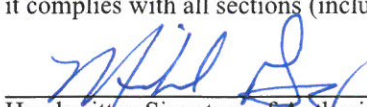
☒ **I have read and understood the Sunshine Law/Public Records clauses contained within this solicitation. I understand that in the absence of a redacted copy my proposal will be disclosed to the public "as-is".**

**BIDDER CERTIFICATION**

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

We have received addenda

1 through 4

  
 Handwritten Signature of Authorized Officer of Company or Agent

4/8/25

Date

**Michael Gay - President**

Printed Name and Title

**Addendum 4 - 1411946446 IFB Mandarin WRF High Mast Replacement - Appendix B - Response Workbook**

Instructions: Fill in all cells that are highlighted YELLOW. Transfer Total Cost to Bid Form.

Supplier Name: M. Gay Constructors, Inc.

Item Description	Material Lead Time	Unit Cost	Quantity	Total Cost Per Item
70' Galvanized Steel High Mast Tower, Based Mounted, Sustainable Wind Level for Duval County	20-24 weeks	\$14,334.00	5.00	\$71,670.00
7, Type V, CHM CLED2-12C (86,000 Lumen, 4,000K) fixtures per pole	20-24 weeks	\$2,069.00	35.00	\$72,415.00
5, 70' c422 Lowering Devices for (5) High Mast Luminaires. Top Latching, External Drive lowering device per FDOT specification . Includes positions for high mast fixtures, class 1	20-24 weeks	\$22,609.00	5.00	\$113,045.00
New 4'6"Dx15'D foundation	3 weeks	\$18,400.00	5.00	\$92,000.00
Spare fixture drivers	20-24 weeks	\$187.00	6.00	\$1,122.00
External drive portable power unit heavy duty with step down transformer as required	20-24 weeks	\$4,706.00	2.00	\$9,412.00
Registered Engineer Stamp for foundation and tower drawings		\$5,336.00	1.00	\$5,336.00
Labor Cost		\$158,000.00	1.00	\$158,000.00
		<b>Total Cost</b>		\$523,000.00

## JEA Awards Agenda

December 7, 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 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 11/30/2023 Meeting	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	Cost Participation	2021-3527 Tributary 1B Unit 8	Melendez	Three Rivers Developers, LLC / Vallencourt Construction Company, Inc.	Capital	\$305,865.17	N/A	\$305,865.17	N/A	Start Date 05/01/2023 End Date 01/30/2024	N/A
For additional information contact David King  This is a private development project where JEA has identified improvements consistent with the JEA Cost Participation Policy and as such are eligible for reimbursement. The Tributary 1B Units 8 project (Avail. No. 2021-3527) will include 79 single family units. This development is part of the overall Tributary Development which will consist of approximately 2,391 single family residential units at buildout. The project is located within the Nassau Sewer Basin and the Nassau Water Grid.  The Tributary project is located along SR 200 west of I-95. The area in the vicinity of SR 200 and I-95 in Nassau County has experienced significant development interest in the last several years. Based on the projected project size of 2,391 single family residential units, the maximum length of transmission main for JEA participation is 28,692 feet. The proposed length of 16" water main of 1,810 feet is within the participation limits. The developer has followed JEA procurement directives by advertising and awarding to the lowest responsible bidder. The solicitation was advertised, and a pre-bid meeting was held on 2/23/2023. Three Rivers CDD received two bids. Vallencourt Construction Company, Inc. had the lowest overall bid amount and was awarded the project. JEA is reimbursing in accordance with the JEA Cost Participation Policy and the bid amount is deemed reasonable.											
3	Cost Participation	2021-5316 Edwards Road Phases 1 and 2	Melendez	Three Rivers CDD / Jax Utilities Management, Inc.	Capital	\$688,480.00	N/A	\$688,480.00	N/A	Start Date 11/01/2023 End Date 01/05/2024	N/A
For additional information contact David King  This is a private development project where JEA has identified improvements consistent with the JEA Cost Participation Policy and as such are eligible for reimbursement. The Edwards Road Phases 1 and 2 Water Main project (Avail. No. 2021-5316) is a water main extension project along Edwards Road to serve the Tributary Development and provide a looped system through Tributary Unit 13 as well as through Timber Creek Plantation. This project is part of the overall Tributary Development which will consist of approximately 2,391 single family residential units at buildout. The project is located within the Nassau Water Grid.  The Tributary project is located along SR 200 west of I-95. The area in the vicinity of SR 200 and I-95 in Nassau County has experienced significant development interest in the last several years. Based on the projected project size of 2,391 single family residential units, the maximum length of transmission main for JEA participation is 28,692 feet. The proposed length of 16" water main of 4,512 feet is within the participation limits. The developer has followed JEA procurement directives by advertising and awarding to the lowest responsible bidder. The solicitation was advertised, and a pre-bid meeting was held on 3/30/2023. Three Rivers CDD received two bids. Jax Utilities Management, Inc. had the lowest overall bid amount and was awarded the project. JEA is reimbursing in accordance with the JEA Cost Participation Policy and the bid amount is deemed reasonable.											
4	Contract Extension / Contract Increase	114-17 - Vegetation Management Services	Erixton & Electric	Tree's Inc.	Capital & O&M	\$7,404,125.00	\$31,222,514.94	\$45,051,639.94	01/05/2023 \$6,425,000.00	Five (5) Years w/One (1) - One (1) Yr. Renewals  Start: 01/31/2018 End: 01/30/2025	N/A
Last Award Approval: 01/05/2023 For additional information contact: Rodney Lovgren  This contract provides for Price / Mile and Time and Equipment for Vegetation Management services for the JEA transmission and distribution system. JEA originally contracted for a five year term, with a one year renewal, which has been used. JEA evaluated going to market with increases estimated at a minimum of a 10-12% based on benchmarking. As such, JEA elected to negotiate & request to extend the contract. The forecast aggregate increase based on the negotiated price adjustment is forecast to be between 4 and a maximum of 6.5% aggregate increase.  This award request is to extend the contract one (1) year to January of 2025 and add funds in the amount of \$7,404,125.00. The blended CPI and fixed price adjustments one year extension will ensure continuity of services during 2024 storm season. Should additional funding be needed, JEA will return the awards committee.											
5	Contract Increase	CMAR Services for SIPS - Greenland 30" WM, Davis 30" RMW & Burnt Mill 24" FM Projects	Melendez	Garney Companies, Inc.	Capital	\$732,201.20	\$625,057.00	\$10,304,599.13	04/20/2023 - \$8,142,183.93 06/23/2023 - \$805,157.00	Start Date: 10/17/2022 End Date: 04/15/2026	N/A
Last Awarded: 04/20/2023 For additional information contact: Marline McDonald  The scope of work for this contract includes pre-construction phase services and construction of approximately 41,200 LF of 30 inch raw water transmission piping and fittings, a new 1.1 Mgal prestressed concrete storage tank, an water quality monitoring station, a Greenland WTP intertie station and installation of a SCADA system.  This contract increase is to unload and stockpile ductile iron pipe. Cost includes unloading stockpiling of material including a 1-year land lease with Gate Venture, LLC (centrally located within project area) and the installation of pipe located in the Greenland Energy Center. The proposed lease will avoid storage fees by the material manufacturer of \$1,342,500.00. JEA negotiated a lump sum price for this work which was reviewed by JEA staff and JEA's owners representative and deemed reasonable.											

# Award #3 Supporting Documents 04/17/2025

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)
6	Contract Increase	124-19 Progressive Design-Build Services for the 1.0 MGD Water Purification Facility	Melendez	The Haskell Company	Capital	\$5,617,157.37	\$800,000.00	\$75,617,157.37	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/A
	ITEM IS DEFERRED										
7	Contract Increase	1410190446 (RFP) Steam and Combustion Turbine Maintenance, Repair and Overhaul Services for JEA	Melendez	Mechanical Dynamics & Analysis LLC	Capital, O&M	\$12,451,782.00	\$14,000,000.00	\$26,451,782.00	N/A	Five (5) years w/ Two (2) - 1 Yr. Renewals Start Date: 03/09/2021 End Date: 03/08/2026	N
	Originally Awarded: 03/04/2021 For additional information contact: Jason Behr  The purpose of this amendment is to contract for turbine, overhaul, maintenance and repair services. Services include, but are not limited to: steam and combustion turbine repairs and overhaul during outages and during operations. The company will be responsible to provide; tools, equipment, man power, materials and services to support JEA's steam and combustion turbines. The original award amount was calculated based on funding and project list available at the time of the original award. It was expected that the business unit would return and add additional funds as needed. The increase amount will cover the identified projects listed in the backup through FY26. Rates have not been increased from the original award.										
8	Emergency / Ratification	Emergency - NSCT 15kV Feeder Cable Replacement	Melendez	Miller Electric Company	Capital	\$671,044.23	\$671,044.23	\$671,044.23	N/A	Project Completion Start Date: 11/13/2023 End Date: 12/22/2023	N
	Emergency For additional information contact: Jason Behr  Due to recent operational failures on NSCT3, NSCT5, and NSCT6, this request is to replace damaged 15kV feeder cables between the Generators and the GSU's to re-establish reliability to these units.  Scope of Work: 1. Removal of five feeder cables from an existing cable tray and stress cone terminations from the transformer low side disconnect and generator enclosure bushing box. 2. Installation of five parallel cables and thirty stress cone terminations using associated copper compression lugs and stress cone grounding materials. 3. Testing of the newly installed cables.  All three units are currently unavailable and replacements must be made to avoid further potential damage to NSCT3, NSCT5, and NSCT6 due to low insulation resistances and damage in the feeder cables, flex links, and bushings. Contractors were selected based on expertise and immediate available resources. Materials were ordered immediately to optimize schedule based on lead-time. JEA has spent - \$357,906.8 of the \$671,044.23 has been spent to date. Should there be additional discovery, NGS may return with additional change order.										
9	Emergency / Ratification	Emergency - NSCT Flex Links and Bushings Replacement	Melendez	D&D Electrical Bus Service	Capital	\$281,958.00	\$281,958.00	\$281,958.00	N/A	Project Completion Start Date: 11/13/2023 End Date: Q1, 2024	N
	Emergency For additional information contact: Jason Behr  Due to recent operational failures on NSCT3, NSCT5, and NSCT6, this request is to replace damaged Flex Links and Bushings between the Generators and the GSU's to re-establish reliability to these units.  Scope of Work: 1. Removal of bushings from the generator unit and GSU disconnect switch bushing box. 2. Installation of bushings onto the generator unit and GSU disconnect switch bushing box. 3. Installation of twenty-four flex links. There are twelve (12) eleven-inch braids at the generator end and twelve (12) thirty-inch braids at the transformer end. Each flex link shall be rated for at least 750A.  All three units are currently unavailable and replacements must be made to avoid further potential damage to NSCT3, NSCT5, and NSCT6 due to low insulation resistances and damage in the feeder cables, flex links, and bushings. Contractors were selected based on expertise and immediate available resources. Materials were ordered immediately to optimize schedule based on lead-time. No receipts have been paid yet, however, materials are expected to be delivered by 1/11/2024. Installation, testing and commissioning are expected to be completed after the delivery of materials and outage coordination, estimate Q1, 2024										
10	Emergency / Ratification	Emergency - NSCT3 Fire Damage Repair / Replacement	Melendez	D&D Electrical Bus Service	Capital	\$380,990.00	\$380,990.00	\$380,990.00	N/A	Project Completion Start Date: 11/13/2023 End Date: Q1, 2024	N
	Emergency For additional information contact: Jason Behr  Due to recent fire incident on NSCT3, this request is to inspect, test, clean, repair, and replace fire and water damaged components to re-establish reliability to this unit.  Scope of Work: 1. Remove all debris and damaged areas in the CT3 failure area. 2. Remove bus bar from within enclosure. 3. Refurbish the bus interior as needed. 4. Install new bar and block support locations throughout. 5. Replace all damaged panels, bushings, and flex links.  This unit is currently unavailable and replacements must be made to avoid further potential damage to NSCT3 due to fire and water damage. Contractor was selected based on expertise and immediate available resources. Materials were ordered immediately to optimize schedule based on lead-time. No receipts have been paid yet, however, materials are expected to be delivered by 1/15/2024. Installation, testing and commissioning are expected to be completed after the delivery of materials and outage coordination, estimate Q1, 2024										



# Award #3 Supporting Documents 04/17/2025

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)
11	Invitation to Negotiate (ITN)	1411274046 - Facilities Master Planning	Crawford	West Monroe Partners LLC	O&M	\$471,000.00	N/A	N/A	N/A	Project Completion Start Date: 01/02/2024 End Date: 04/01/2024	N/A
	Advertised:06/01/2023 Responses Opened:07/11/2023 Three (3) Responses Received For additional information contact: Elaine Selders  JEA is seeking a consulting firm to conduct a comprehensive review and evaluation of current leased and owned facilities, identify gaps and future anticipated needs and make recommendations on achievable and affordable facilities strategies and best practices.  Three responses were received for this ITN and the decision was made to short-list two companies. A Best and Final Offer (BAFO) was requested on 09/28/2023. West Monroe was deemed the highest ranking Company on 10/05/2023.  JEA negotiated Phase 1 proposed services which include the needs assessment and the gap analysis with West Monroe and determined it was in our best interest to adjust the scope of work for a new not-to-exceed amount of \$471,000.00. It should be noted JEA has the option to negotiate a Phase 2 for this project for implementation if JEA decides to move forward with some or all of the recommendations from Phase 1.										
12	Single Source	Single Source - JEA Primary Data Center Relocation & Emergency Operational Location	McElroy	Cologix, Inc.	O&M/Capital	\$6,248,562.79	N/A	\$6,248,562.79	N/A	Five (5) Years w/Two (2) – Two (2) Yr. Renewals Start Date: 12/01/2023 End Date: 11/30/2028	N/A
	For additional information contact: Elaine Selders  In 2018, JEA relocated the primary data center and modified space to lease for the Emergency Operations Center (EOC) at an offsite Category 5 rated location at 4800 Spring Park Rd., to build business continuity and reduce risk to JEA during emergency events.  This Single Source award requests approval to continue the lease at Cologix for the JEA primary data center and the Emergency Operations Center (EOC). The original agreement was for five years and JEA has negotiated an new agreement for an additional five years. The new agreement will have an annual increase cap of 2.5%. It should be noted the previous agreement had an annual increase based on a CPI cap. Due to delays in negotiations and the holiday there is a one week Ratification in the amount of \$20,667.06 included in the award. The award includes a Capital project for the Fusion Center in the amount of \$1,000,000.00 for FY24. This project will not increase the size of the suite but will re-allocate space, install new technology and upgrade finishes to the current standards.										
13	Change Order	Managed Security Service Provider (MSSP)	McElroy	Securely Yours, LLC	O & M	\$125,000.00	\$580,440.00	\$705,440.00	N/A	Two (2) Years w/ Three (3)-1 Yr. Renewals Start date: 08/15/2022 End Date: 08/14/2024	N
	Originally Awarded: 08/15/2022 For additional information contact: Angel Isoua  This contract is for a Managed Security Service Provider (MSSP), Securely Yours, LLC to deliver 24/7/365 Security Operations Center (SOC) monitoring and other security services to complement JEA's Information Security Team including a virtual Chief Information Security Officer (vCISO).  This request is to approve a change order for Role Based Access Control (RBAC) services in support of JEA's efforts to enhance the Identity and Access Management program in the amount of \$125,000.00 and to include the additional services below:  •A spreadsheet reflecting the proposed role structure, the permissions within each role and the users assigned to each role. In addition, a list of outliers and recommendations on how the outliers can be handled •RBAC governance policy and standards document  RBAC Services are highly customized for JEA. Securely Yours, as JEA's Managed Security Services provider, has already provided value performing two Proof-of-Concepts at no cost to JEA prior to finalizing this RBAC SOW and JEA believes the additional related services are competitively and accurately priced.										
14	Contract Increase	Joint Project with St. Johns County for CR210 Widening - Greenbriar to Cimmarone - Reclaim WM	Melendez	Superior Construction Company Southeast LLC	Capital	\$274,657.98	\$465,093.65	\$739,751.63	N/A	Start Date 04/03/2023 End Date 08/23/2026	N/A
	Last Awarded: 03/23/2023 For additional information contact David King  The scope of work for this project is design-build services for the St. Johns County's (SJC) CR210 Widening project. SJC and JEA have executed a MOU to complete this project as a joint project.  The project is currently in construction having completed design of SJC's new improvements. During the design effort, conflicts were identified with the existing water, sewer force main and reclaim lines. This increase resolve conflicts with proposed drainage ranging from 18" to 54" and the new proposed bridge. The following is the approximate total estimate. 1690 LF of water main, including a 940 LF Horizontal Directional Drill under the new proposed bridge. 3650 LF of force main-890 LF for crossings and replace 2760 LF of old existing force main. The increase proposal was reviewed by JEA project staff and deemed reasonable compared to previous projects. An increase for construction costs will be brought back before the Awards Committee for approval once the design is completed.										
15	Contract Increase	1410856846 - Engineering Services for the 101-62 Fairfax St: 1st St. to 26th St. Water Main Replacement Project	Melendez	Four Waters Engineering, Inc.	Capital	\$138,067.55	\$954,206.49	\$1,092,274.04	N/A	Start Date 02/30/2023 End Date 11/30/2026	100% Firm is JSEB Certified
	Originally Awarded: 02/16/2023 For additional information contact: Darriel Brown  The scope of work for this project is for the professional design of a water main replacement on Fairfax Street between 1st and 26th Streets. The existing water main is nearing the end of its useful life, and replacement is necessary due to its documented poor condition of moderate to severe degradation and continued deterioration of the pipe that could lead to leaks resulting in failure.  This increase is being requested now that the receipt of the utility designations and the 30% water main design routing has been completed which identified the need for 85 additional test holes in paved surfaces and 5 additional test holes in non-paved surfaces as necessary. The contract increase proposal was reviewed by JEA project staff and deemed reasonable when compared to other projects. The hourly rates used to develop the fee are the same as the original award.										



# Award #3 Supporting Documents 04/17/2025

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)
16	Contract Increase	1410223046 - Integrated Resource Planning for Electric Generation Planning	Melendez	Black & Veatch Management Consulting, LLC	Capital	\$2,860,104.00	\$1,705,392.00	\$6,530,960.00	11/28/2022 \$170,539.20  01/05/2023 \$701,356.80  07/20/2023 \$1,705,392.00	Project Completion Start Date: 08/19/2021 End Date: 12/31/2025	N
	Originally Awarded: 8/19/2021 For additional information contact: Jason Behr  This request is for a contract increase in the amount of \$2,860,104.00 for the Integrated Resource Planning (IRP) Services for a new not-to-exceed amount of \$6,530,960.00. The increase is a result of the expanded scope of services included in JEA's 2030 goals which were approved by the Board of Directors on April 25, 2023. The expanded scope includes works that are required for the Florida Power Plant Siting Act (PPSA) regulatory process for commissioning a new highly efficient generating unit as a replacement for decommissioning less efficient generating unit, Northside Unit 3. The process starts with a refresh of the IRP modeling results with updated forecasts and technology costs, followed by execution of a Market Test to evaluate alternative projects to the project identified by the IRP, and preparation, submittal and defense of a Need For Power application under the PPSA. Current contract rates were used for the development of this revised scope.  Black & Veatch will provide the services described in the proposal to JEA in preparation and defense of a Site Certification Application (SCA) under the Florida Electrical Power Plant Siting Act to authorize JEA to construct, own, and operate a new gas-fired combined cycle combustion turbine (CCCT) resource. Additionally, Black & Veatch will prepare the necessary federal permit applications outlined herein. This work scope does not include the services of any independent evaluators or regulatory legal counsel necessary to support the SCA. However, the Black and Veatch team will support legal counsel identified by JEA.										
17	Ratification	Single Phase Pad-mounted Transformers	McElroy	Powersystems Group, LLC	Inventory Blanket	\$1,220,130.00	NA	\$1,220,130.00	NA	One Time Purchase, already received.	N
	For additional information: Eddie Bayouth  The purpose of this ratification is to formalize the award committee approval for the emergency purchase of 50kVA and 75 kVA pad-mounted transformers from Zetrak in Mexico through their US distributor, Powersystems Group, LLC. These transformers were ordered in September of 2022 and were received in 2023. The Zetrak transformers had a considerably shorter lead time than our current domestic manufacturers and were ordered to mitigate the risk of running out of the 50 and 75 kVA pad-mounted transformers.										
18	Piggyback - FLORIDA SHERIFF'S ASSOCIATION	Piggyback - Florida Sheriff's Association Contract - FSA23-VEH21 JEA Fleet Fuel Truck	McElroy	Cumberland International Trucks	Capital	\$473,897.00	NA	\$473,897.00	NA	One Time Purchase, Q2 FY25 Expected Delivery	N
	For additional information contact: Eddie Bayouth  The purpose of this Piggyback is to purchase a 5000 gallon fuel truck for JEA Fleet. This equipment is vital for fueling remote lift stations/pumps/generators throughout JEA's systems on a continuing basis ensuring they remain operational. This fuel truck is being bought as an Electric Replacement Vehicle.  Cumberland International Trucks is the winner of FSA Contract FSA23-VEH21. Cumberland has been a reliable vendor for heavy duty trucks and is looking for ways to expedite the delivery of this fuel truck based on the urgency of this purchase after the loss of the JEA's Fleet fuel truck due to an accident.										
19	Piggyback - FLORIDA SHERIFF'S ASSOCIATION	Piggyback - Florida Sheriff's Association Contract - FSA23-VEL31.0 / JEA Fleet FY24 Ford Maverick LDV Purchase	McElroy	Garber Ford, Inc.	Capital	\$330,126.02	NA	\$330,126.02	NA	One Time Purchase, Q2 FY25 Expected Delivery	N
	For additional information contact: Eddie Bayouth  The purpose of this Piggyback is to purchase eight (8) Ford Maverick pickup trucks. Seven (7) of the trucks are two wheel drive (4x2) hybrid models and will be for Electric replacement, the remaining truck is a four wheel drive (4x4) truck for Electric expansion.  Due to the UAW strike, Ford order banks closed for the lower model trucks so JEA is looking to purchase the XLT model. The goal with the Mavericks is a smaller footprint vehicle with lower operating costs than those of the larger Ford F150 pickup trucks. This will be good vehicle for JEA's meter reading team. Since seven (7) of the vehicles are hybrid, this purchase works towards JEA's goal of electrification and reducing fuel costs and emissions.  Garber Ford, Inc. is one of the winners of FSA Contract - FSA23-VEL31.0, and has been a reliable vendor for light duty trucks.										
20	Invitation for Bid (IFB)	1411497046/ Commercial Water Meters for Inventory Stock	McElroy	Badger Meter, Inc. Sensus USA, Inc.	Inventory Blanket	\$3,923,943.00 \$1,180,195.00	NA	\$5,104,138.00	NA	Three (3) Years w/Two (2) - 1 Yr. Renewals Start: 12/15/2023 End: 12/14/2026	N
	Advertised: 11/08/2023 Responses Opened 11/21/2023 Two (2) Responses Received For additional information contact: Eddie Bayouth  The purpose of this Invitation for Bid (IFB) is to purchase commercial water meters (1.5"-10" meters) for JEA inventory stock. With the testing and acceptance of Badger meters, this will be the first time that JEA has two different manufacturers approved for commercial meters. Badger provides a multifunction meter that reduces the need to stock specialty meters in various sizes.  The introduction of competition in commercial meters has also spurred Sensus, the current supplier, to simplify its meters to reduce costs and be more competitive. This competition has yielded savings of over \$2MM from the prices JEA had paid in the past.  In order to reduce the risks associated with having a single supplier for a particular size, the solicitation was structured to allow JEA to assign a primary and secondary vendor if the bid prices from Sensus and Badger for a particular size were within 10% of each other. For the 1.5" and 2" meters the price difference was less than 10%. JEA assigned 70% of the spend to the lowest bidder and 30% to the other bidder.  For each awardee additional items included in the bid will be contracted for JEA price protection purposes in the instance a JEA need to purchase for unique applications arises, but no funds will be added as no purchases are forecasted.										

## Award #3 Supporting Documents 04/17/2025

Award #3 Supporting Documents 04/17/2023											
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)
21	Request for Proposal (RFP)	1411299246 - Power Plant General Construction Services	Melendez	WG Yates WW Gay Mechanical Contractors	Capital and O&M	\$18,000,000.00	\$30,000,000.00	N/A	N/A	Three (3) Years w/One (1) - One (1) Yr. Renewals  Start: 01/01/2024 End: 12/30/2027	N
	ITEM IS DEFERRED										

## Consent Agenda Action

Committee Members in Attendance	Names	Ted Phillips, David Emanuel, Mark Stultz for Laura Schepis
Motion by:	Mark Stultz	
Second By:	David Emanuel	
Committee Decision	Approved	

## Consent and Regular Agenda Signatures

Budget	Name/Title	<u>Stephanus M Healy</u>
Awards Chairman	Name/Title	<u>Theodore B Phillips</u> CFO
Procurement	Name/Title	<u>Lisa Pleasants</u>
Legal	Name/Title	<u>Rebecca Lavis</u>



## Formal Bid and Award System

Award #7 January 5, 2023

**Type of Award Request:** CONTRACT RENEWAL

**Requestor Name:** Souder, Scott – Vegetation Management Specialist Sr

**Requestor Phone:** (904)-738-6794

**Project Title:** Vegetation Management

**Project Number:** Various

**Project Location:** JEA

**Funds:** O&M & Capital (see back-up)

**Business Unit Estimate:** \$6,425,000.00

### Scope of Work:

The purpose of this solicitation is to establish pricing for vegetation management services for JEA and Tampa Electric Company (TECO). The work to be performed by the Company includes all labor, supervision, materials, tools and equipment, and reporting requirements as necessary for performing the work.

JEA maintains vegetation surrounding approximately 3,200 miles of distribution lines with a pruning cycle of 2.5 years, and over 700 miles of transmission lines with an inspection cycle of twice a year with tree removal and pruning as necessary. In addition, JEA manages approximately 5,000 acres of timber land. Vegetation management includes mowing over 300 corridor miles of transmission, and some select distribution rights-of-way. Herbicide is also utilized to manage vegetation such as vines and invasive species.

**JEA IFB/RFP/State/City/GSA#:** 114-17

**Purchasing Agent:** Lovgren, Rodney Dennis

**Is this a ratification?:** NO

### RECOMMENDED AWARDEE:

Name	Contact Name	Email	Address	Award Amount
TREES, INC.	Stephanie Stafford	Sstafford@Treesinc.	650 N. Sam Houston Pkwy E. Ste 209, Houston, TX 77060	\$6,425,000.00

**Amount of Original Award:** \$31,222,514.94

**Date of Original Award:** 01/11/2018

**Change Order Amount:** \$6,425,000.00

**New Not-To-Exceed Amount:** \$37,647,514.94

**Length of Contract/PO Term:** Five (5) Years w/ One (1) - 1 Yr. Renewals

**Begin Date (mm/dd/yyyy):** 01/26/2018

**End Date (mm/dd/yyyy):** 01/25/2024

**Renewal Options:** None Remaining  
**JSEB Requirement:** NA – Optional

**Background/Recommendations:**

Competitively bid and approved by Awards Committee on 01/11/2018 to Trees, Inc in the amount of \$31,222,514.94. The original award is attached as back-up.

This request is to execute a one (1) year renewal and add \$6,425,000.00 in funds for O&M and Capital projects. The original award amount was based on historical usage and budget estimates available at the time of award. Contract price adjustments have been requested by the supplier and will be implemented as a part of the renewal execution. JEA intends start a new bid process in August 2023.

Request approval for a one (1) year contract renewal to Trees, Inc. for vegetation management services in the amount of \$6,425,000.00, for a new not-to-exceed amount of \$37,647,514.94, subject to the availability of lawfully appropriated funds.

**Manager:** Pitre, John - Mgr T&D Preventative Maintenance  
**Director** Wheeler, Kimberlie - Dir Preventative Maintenance & Contract Management  
**VP:** Erixton, Ricky - VP Electric Systems

**APPROVALS:**

Stephen Datz 1/05/2023  
**Chairman, Awards Committee** **Date**

Stephanie M Neely 1/06/2023  
**Budget Representative** **Date**



Approved by the JEA Awards Committee

Date 01/11/18 Item # 2

## Formal Bid and Award System

CPA171465

Award #2

January 11, 2018

**Type of Award Request:** BID (IFB)  
**Request #:** 3942  
**Requestor Name:** Wheeler, Kim M. - Manager, T&D Preventative Maint  
**Requestor Phone:** (904) 665-6355  
**Project Title:** Vegetation Management  
**Project Number:** HE30706  
**Project Location:** JEA  
**Funds:** O&M

**Award Estimate:****Scope of Work:**

The purpose of this solicitation is to establish pricing for vegetation management services for JEA and Tampa Electric Company (TECO). The work to be performed by the Company includes all labor, supervision, materials, tools and equipment, and reporting requirements as necessary for performing the work.

JEA maintains vegetation surrounding approximately 3,200 miles of distribution lines with a pruning cycle of 2.5 years, and over 700 miles of transmission lines with an inspection cycle of twice a year with tree removal and pruning as necessary. In addition, JEA manages approximately 5,000 acres of timber land. Vegetation management includes mowing over 300 corridor miles of transmission and some select distribution rights-of-way. Herbicide is also utilized to manage vegetation such as vines and invasive species.

**JEA IFB/RFP/State/City/GSA#:** 114-17  
**Purchasing Agent:** Lovgren, Rodney  
**Is this a Ratification?:** NO

**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
TREES, INC.	Stephanie Stafford	Sstafford@Treesinc.Com	650 N. Sam Houston Pkwy E Ste 209 Houston TX 77060	(904) 665-6050	\$31,222,514.94

**Amount for entire term of Contract/PO:** \$31,222,514.94  
**Award Amount for remainder of this FY:** \$4,500,000.00  
**Length of Contract/PO Term:** Five (5) Years w/One (1) – 1 Yr. Renewal  
**Begin Date (mm/dd/yyyy):** 01/26/2018  
**End Date (mm/dd/yyyy):** 01/25/2023  
**Renewal Options:** YES – One (1) – 1 Yr. Renewal  
**JSEB Requirement:** N/A - Optional Goal

**Comments on JSEB Requirements:**

Contractor will commit to subcontracting with K&G Mowing for mowing services during the performance of the contract.



**BIDDERS:**

Name	JEA Amount	JEA BAFO Amount	TECO Amount
TREES, INC.	\$32,452,689.40	\$31,222,514.94	\$76,153,978.98
DAVEY TREE	No Bid	N/A	\$71,451,769.04
WRIGHT TREE	No Bid	N/A	\$95,255,136.02
NELSON	No Bid	N/A	Only partial Bid

**Background/Recommendations:**

Advertised 11/3/2017. Ten (10) companies attend one (1) of the mandatory pre-response meetings on 11/09/2017 and 11/21/2017. At Response opening on 12/12/2017, JEA received four (4) Responses. All four (4) companies bid TECO's scope of work, only one (1) company, Tree's Inc. bid JEA's scope of work. Tree's Inc. is JEA's current provider for these services.

The three (3) companies that did not include pricing for the JEA work, provided the following reasons:

1. Only interested in working with JEA on a T&M basis, not fixed price per mile
2. Could not be competitive on pricing per mile
3. Wanted the larger scope of work with TECO only

JEA negotiated with Tree's Inc. for a reduction in price resulting in a savings of five percent (5%) on price per mile and 2.6% on labor rates for a total of \$1,230,174.49 over the five (5) year forecast, or a 3.7% Best and Final Offer (BAFO) savings from the original submission. This savings includes an incentive of one percent (1%) reduction due to collaboration between JEA and TECO for aggregation of spend. The price per mile is fixed for two (2) years with CPI adjustments in years three (3) through five (5). The labor rates are fixed for one (1) year, with CPI adjustments in years two (2) through five (5). Finally, the equipment rates are fixed for one (1) year with fuel index adjustments in years two (2) through five (5), on fifteen percent (15%) of the unit price for each piece of equipment that uses fuel.

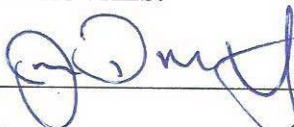
When comparing JEA's current rates with the BAFO rates submitted, there is an increase of 6.5% on the price per mile, and ten percent (10%) increase on labor rates. JEA performed an analysis for T&M rates between all Respondents, and found on average the Tree's Inc. labor and equipment rates for JEA were less than all other bidders when comparing to bids submitted for TECO. The price comparison spreadsheet is attached as back-up. Please note, JEA was not able to directly compare the price per mile for vegetation maintenance with the other bidders, as TECO requested companies to provide T&M rates only.

114-17 – Request approval to award a five (5) year contract to Trees, Inc. for vegetation management services for JEA in the amount of \$31,222,514.94, subject to the availability of lawfully appropriated funds.

**Director:** Erixton, Ricky D. - Director, T&D Maintenance

**VP:** Brost, Mike J. - VP/GM Electric Systems

**APPROVALS:**

  
 Chairman, Awards Committee 1-11-18  
Date

  
 Manager, Capital Budget Planning 1/11/18  
Date



**BAFO - APPENDIX B  
RESPONSE FORM**

**114-17 VEGETATION MANAGEMENT SERVICE FOR JEA**

**COMPANY INFORMATION:**

COMPANY NAME: Trees, LLC

BUSINESS ADDRESS: 650 North Sam Houston Parkway, East Suite 205

CITY, STATE, ZIP CODE: Houston, TX 77060

TELEPHONE: 443-838-7174

FAX: N/A

EMAIL OF CONTACT: apincipi@trees-llc.com

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


**Company's Certification**

By submitting this Proposal, the Proposer certifies that it has read and reviewed all of the documents pertaining to this RFP and agrees to abide by the terms and conditions set forth therein, that the person signing below is an authorized representative of the 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 license for the work. The company certifies that its recent, current, and projected workload will not interfere with the company's ability to Work in a professional, diligent and timely manner.

The Proposer certifies, under penalty of perjury, that it holds all licenses, permits, certifications, insurances, bonds, and other credentials required by law, contract or practice to perform the Work. The Proposer also certifies that, upon the prospect of any change in the status of applicable licenses, permits, certifications, insurances, bonds or other credentials, the Company shall immediately notify JEA of status change.

DESCRIPTION	TOTAL BID PRICE
Total Bid Price from the JEA Bid Workbook – 114-17 Vegetation Management Services (Enter the total from the Bid Workbook)	<b>\$ 31,222,514.94</b>

We have received addenda 1 through 5

  
Signature of Authorize Officer of Company or Agent

12/28/2017  
Date

Anthony J. Principi, Vice President  
Printed Name & Title

443-838-7174  
Phone Number

## 114-17 JEA - Vegetation Management Services Appendix B Bid Workbook

Companies will populate yellow cells only with unit prices or mark up percentages. All other cells are JEA or TECO provide forecasts, references and calculations

## JEA - Fixed Price / Mile

The mileages listed below indicate the number of miles in the system, maintained on a 2.5 year cycle

## JEA PRICE PER MILE - (Not to Exceed)

Item	Specification Reference	Price Per Line Mile	UOM	Unit Price	Price Adjustment	Five year forecast # MILES / AREA	Extended Price
1	See Appendix A and T&D Maps	JEA - North	Price / mile	\$3,647.77	Fixed for Term of Contract	2216	\$ 6,753,856.19
2	See Appendix A and T&D Maps	JEA - South	Price / mile	\$2,491.42	Fixed for Term of Contract	2110	\$ 5,678,897.14
3	See Appendix A and T&D Maps	JEA - West	Price / mile	\$2,676.18	Fixed for Term of Contract	1716	\$ 4,626,504.72
JEA Price per Mile Subtotal							\$ 17,059,258.05

## JEA Time, Equipment &amp; Materials Pricing

Item	Specification Reference	Description	UOM	Labor Rate	Mark up	Billable Rate	Price Adjustment	Five year Forecast	Extended Price
12	See Appendix A - JEA	General Foreman (per person)	HR	\$ 21.04	53%	\$ 31.77	Firm 1st yr, CPI on labor rate thereafter	31208	\$ 991,236.48
13	See Appendix A - JEA	Crew Leader Climber (per person)	HR	\$ 17.71		\$ 26.74	Firm 1st yr, CPI on labor rate thereafter	10400	\$ 278,117.84
14	See Appendix A - JEA	Crew Leader Trimmer (per person)	HR	\$ 16.60		\$ 25.07	Firm 1st yr, CPI on labor rate thereafter	187200	\$ 4,692,355.20
16	See Appendix A - JEA	Climber (per person)	HR	\$ 14.32		\$ 21.62	Firm 1st yr, CPI on labor rate thereafter	31200	\$ 674,643.84
17	See Appendix A - JEA	Trimmer (per person)	HR	\$ 13.11		\$ 19.80	Firm 1st yr, CPI on labor rate thereafter	197680	\$ 3,911,709.36
18	See Appendix A - JEA	Field Operation Helper (per person)	HR	\$ 11.71		\$ 17.68	Firm 1st yr, CPI on labor rate thereafter	104000	\$ 1,838,938.40
Labor Subtotal									\$ 12,387,001.12

## JEA Equipment Rates

Equipment Rates are subject to fuel price adjustment only, based on the percentage of the equipment, the company bids

Item	JEA Specification Reference	Equipment - Description	UOM	Unit Price	Price Adjustment	Forecast	Extended Price
38	16.1	60/70 Aerial Unit Dump Body Unit	HR	\$ 16.98	Firm First Year, % of Equipment associated with Fuel adjust annually	20800	\$ 353,184.00
39	16.2	60/70 AERIAL UNIT 4X4 Body Unit With Winch	HR	\$ 22.94	Firm First Year, % of Equipment associated with Fuel adjust annually	4160	\$ 95,436.64
40	16.3	60/70 AERIAL UNIT 4X4 FLATBED WITH WINCH	HR	\$ 23.17	Firm First Year, % of Equipment associated with Fuel adjust annually	1	\$ 23.17
41	16.4	55' AERIAL Dump Body Unit	HR	\$ 13.57	Firm First Year, % of Equipment associated with Fuel adjust annually	1	\$ 13.57
42	16.5	SPLIT DUMP TRUCK - CREW-CAB, 4-DOOR	HR	\$ 10.20	Firm First Year, % of Equipment associated with Fuel adjust annually	6240	\$ 63,648.00
43	16.6	SPLIT DUMP TRUCK - NON-CREW-CAB, 2-DOOR	HR	\$ 9.32	Firm First Year, % of Equipment associated with Fuel adjust annually	1	\$ 9.32
44	16.7	DISC BRUSH CHIPPER	HR	\$ 4.60	Firm First Year, % of Equipment associated with Fuel adjust annually	22880	\$ 105,248.00
45	16.8	LARGE DISC BRUSH CHIPPER	HR	\$ 8.27	Firm First Year, % of Equipment associated with Fuel adjust annually	8320	\$ 68,806.40
46	16.9	GRAPPLE LOADER / Hydraulic Dump Truck	HR	\$ 20.74	Firm First Year, % of Equipment associated with Fuel adjust annually	2080	\$ 63,939.20
47	16.10, 11 & 12	Gasoline Powered Hand Tool (Saws, Blowers, Pole Pruner, Weed Eater)	HR	\$ 0.35	Firm First Year, % of Equipment associated with Fuel adjust annually	122720	\$ 42,952.00
48	16.13	PICK-UP 3/4 TON, WITH STUMP GRINDER	HR	\$ 12.45	Firm First Year, % of Equipment associated with Fuel adjust annually	2080	\$ 25,896.00
49	16.14	PICK-UP 1/2 TON, 4x4 (GV Truck)	HR	\$ 11.42	Firm First Year, % of Equipment associated with Fuel adjust annually	6240	\$ 71,260.80
50	16.15	PICK-UP 3/4 TON, 4x4, CREW CAB	HR	\$ 9.95	Firm First Year, % of Equipment associated with Fuel adjust annually	1	\$ 9.95
51	16.16	PICK-UP 1/2 TON, 4x4	HR	\$ 9.95	Firm First Year, % of Equipment associated with Fuel adjust annually	1	\$ 9.95
52	16.17	TRACTOR 4X4, with transporter	HR	\$ 28.74	Firm First Year, % of Equipment associated with Fuel adjust annually	2080	\$ 59,779.20
53	16.18	(BROWN) TREE CUTTER	HR	\$ 3.40	Firm First Year, % of Equipment associated with Fuel adjust annually	2080	\$ 7,072.00
54	16.19	BATWING MOWER	HR	\$ 3.28	Firm First Year, % of Equipment associated with Fuel adjust annually	2080	\$ 6,822.40
55	16.20	75' JAGRAFF - TRACKED	HR	\$ 45.82	Firm First Year, % of Equipment associated with Fuel adjust annually	1	\$ 45.82
56	16.21	75' JAGRAFF - Rubber Tire	HR	\$ 46.82	Firm First Year, % of Equipment associated with Fuel adjust annually	1	\$ 46.82
57	16.22	ATV	HR	\$ 4.03	Firm First Year, % of Equipment associated with Fuel adjust annually	1	\$ 4.03
58	16.23	SQUIRT BOOM BUCKET	HR	\$ 13.60	Firm First Year, % of Equipment associated with Fuel adjust annually	2080	\$ 32,448.00
60	16.24	Back Yard Bucket 35"	HR	\$ 26.45	Firm First Year, % of Equipment associated with Fuel adjust annually	1	\$ 26.45
61	16.25	127HP Caterpillar Skidder - Fecoon	HR	\$ 57.80	Firm First Year, % of Equipment associated with Fuel adjust annually	1	\$ 57.80
59	16.13	Stump Grinder	HR	\$ 4.63	Firm First Year, % of Equipment associated with Fuel adjust annually	1	\$ 4.63
Subtotal Equipment without Fuel							\$ 996,744.14

Fuel Price Adjustment - Fuel Impact (the percentages listed in this Section shall be applied to the price adjustment methodology for equipment) (Not to Exceed 15%)

15.0%

\$ 149,511.62

## Subtotals (Equipment)

\$ 1,146,255.76

## SUBCONTRACTING AND MATERIALS MARK UPS

#	Description	Estimated Amount	Move to adjust	% NTE	Extended Price
105	Subcontractor Mark up - For services that Primary contractor does not provide. Company will need to provide copies of sub-supplier invoices with Company invoice marked up.	\$500,000.00		5.0%	\$ 525,000.00
106	Materials Mark up (Miscellaneous Expenses - subject to JEA approval). Company will need to provide copies of sub-supplier invoices with Company invoice marked up.	\$ 100,000.00		5.0%	\$ 105,000.00
JEA Total Bid Price (Enter this amount on the Response Form Page 1) ** Bid pricing reflects 1% discount due to Joint JEA / TECO participation					\$ 31,222,514.94



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## Tree's Inc, Budget Estimate

[illegible]

1411870246 Appendix B - Response Forms  
Bulk Chemical Supplier and Servicer of Granular Activated Carbon (GAC)

**Submit the Bid electronically as described in Section 1.4 of the Solicitation.**

Company Name: Carbon Activated Corporation

Company's Address: 2250 S. Central Ave, Compton, CA 90220

License Number: F14000001938

Phone Number: 310-885-4555 FAX No: 424-213-5995 Email Address: shamindrie@activatedcarbon.com

**BID SECURITY REQUIREMENTS**

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

**TERM OF CONTRACT**

- ☐ One Time Purchase  
☒ Annual Requirements - 3 years, two (2), one (1) year renewals  
☐ Other, Specify -

**SAMPLE REQUIREMENTS**

- ☒ None required  
☐ Samples required prior to Bid Opening  
☐ Samples may be required subsequent to Bid Opening

**SECTION 255.05, FLORIDA STATUTES CONTRACT BOND**

- ☒ None required  
☐ Bond required 100% of Bid Award

**QUANTITIES**

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

**INSURANCE REQUIREMENTS**

**Insurance required**

**PAYMENT DISCOUNTS**

- ☐ 1% 20, net 30  
☐ 2% 10, net 30  
☐ Other \_\_\_\_\_  
☒ None Offered

**ENTER YOUR BID FOR SOLICITATION 1411870246****TOTAL RESPONSE PRICE**

**Total Response Price from Page 2 of this Response Form: \$ 1,425,204**

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

**BIDDER CERTIFICATION**

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

We have received addenda

1 through 4

Handwritten Signature of Authorized Officer of Company or Agent

Date

Anne Nash, General Counsel, Secretary & Senior Vice President  
Printed Name and Title



1411870246 Appendix B - Response Forms  
Bulk Chemical Supplier and Servicer of Granular Activated Carbon (GAC)

Please enter unit price, total price, and bid total, and insert "Bid Total" into "Total Response Price" space on Page 1.

Item	Description	Total Vessel Changeouts per Order	Media Volume per Vessel	Unit Price* (Per Vessel)	Estimated Ordering Schedule	Contract Term (Years)	Total Price (Unit Price x 12 months x 3 years)
1	Granular Activated Carbon (GAC)	1	714 ft <sup>3</sup>	\$39,589	Every 60 days**	3	\$ 1,425,204
						<b>Bid Total</b>	<b>\$ 1,425,204</b>

*\*As per Section 5 of the Technical Specifications, the unit-price-per-vessel shall include labor, materials, tools, equipment, GAC transportation, and all other expenses required to provide the services and materials as described in the Solicitation.*

*\*\*As per Section 6 of the Technical Specifications, the 60-day estimated ordering schedule is based upon frequency of TTHM passthrough of GAC media, and is not an exact figure.*



1411870246 Appendix B - Response Forms  
Bulk Chemical Supplier and Servicer of Granular Activated Carbon (GAC)

**Minimum Qualification Responses**

**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.**

**BIDDER INFORMATION:**

COMPANY NAME: Carbon Activated Corporation

BUSINESS ADDRESS: 2250. S Central Ave

CITY, STATE, ZIP CODE: Compton, CA 90220

TELEPHONE: 310-885-4555

FAX: 424-213-5995

E-MAIL: shamindrie@activatedcarbon.com

PRINT NAME OF AUTHORIZED REPRESENTATIVE: Anne Nash

SIGNATURE OF AUTHORIZED REPRESENTATIVE: 

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE: Anne Nash, General Counsel, Secretary, & Senior Vice President

**MINIMUM QUALIFICATIONS:**

Bidder shall have the following Minimum Qualifications to be considered eligible to submit a Bid in response to this Solicitation. It is the responsibility of the Bidder to ensure and certify that it meets the Minimum Qualifications stated below. A Bidder not meeting all of the following criteria will have their Bids rejected:

- The Respondent must be in the Water Treatment industry for at least fifteen (15) years as of the Response Due Date.
- The Respondent must exhibit in the spaces below at least five (5) successful contracts involving similar work including, but not limited to, company name, contract length, contract amount, and brief project description.

Any Respondent whose contract with JEA was terminated for default within the last two years shall have its Response rejected.

## Award #4 Supporting Documents 04/17/2025

1411870246 Appendix B - Response Forms  
Bulk Chemical Supplier and Servicer of Granular Activated Carbon (GAC)

### 1. REFERENCE

Reference Name: Glenn Coates / Manager – Production Mechanical Maintenance

Reference Phone Number: Office (210)233-2064 / Cell (903)855-2270

Reference Company Name: San Antonio Water System

Address of Work: SAWS WINWOOD PS, 28555 IH 10W, BOERNE, TX 78006, USA

Reference E-Mail Address: Glenn.Coates@saws.org

Dates of Work/Number of Sites: 2022 April/ 2023 November/ 2024 November

Description of Work including contract value: \_\_\_\_\_

We have had this contract from 2021 its valid for 5 years. will be ending in 2026.

Slurry tanker changeout of (6) 20,000 vessels and fill with 12x40 coco virgin media.

Non- hazardous Spent media to be sent to reactivation.

Contract value of \$213,000/per changeout each year.

### 2. REFERENCE

Reference Name: Narayan Venkatesan, P.E

Reference Phone Number: Direct 443-541-1316/ Cell 413-687-4738

Reference Company Name: City of Martinsburg represented by Ramboll

Address of Work: 2219 WINCHESTER AVE, MARTINSBURG WV 25405

Reference E-Mail Address: Narayan.Venkatesan@ramboll.com/ Jmckinley@cityofmartinsburg.org

Dates of Work/Number of Sites: 2021 August/ 2023 January/ 2024 April/ 2025 March

Description of Work including contract value: \_\_\_\_\_

We have had this contract since 2021, and we just extended for another 5 years.

Slurry tanker changeout of (3) 40,000 vessels and fill with 12x40 Coal AW virgin media. Spent media to be sent to reactivation.

Contract value of \$293,240/ per changeout each year.

**3. REFERENCE**

Reference Name: Scott Mackenzie

Reference Phone Number: 208-707-3443

Reference Company Name: City of Fruitland, ID

Address of Work: 1200 NW 6th Ave, Fruitland, ID 83619

Reference E-Mail Address: scottmackenzie@fruitland.org

Dates of Work/Number of Sites: September 2024 - WTP

Description of Work including contract value: \_\_\_\_\_

Remove spent non-hazardous GAC from 4 x 20,000lb GAC contactors. Custom reactivation of spent GAC.

Slurry tanker installation of 8x30 GAC into 5 x 20,000lb GAC contactors.

Replacement of nozzles as needed.

Contract value \$216,000.00

**4. REFERENCE**

Reference Name: Juan Tejada

Reference Phone Number: 209-668-5590 ext. 4457

Reference Company Name: City of Turlock, CA

Address of Work: Water Well #8 - 1690 Palmer Ave, Turlock, CA 95380

Reference E-Mail Address: tejeda@turlock.ca.us

Dates of Work/Number of Sites: 1/23/23

Description of Work including contract value: \_\_\_\_\_

Slurry tanker changeout of 2 x 20,000lb GAC contactors including spent GAC reactivation and disinfection of the vessels. 12x40 coconut shell GAC

Contract Value \$77,800.00

1411870246 Appendix B - Response Forms  
Bulk Chemical Supplier and Servicer of Granular Activated Carbon (GAC)

**5. REFERENCE**

Reference Name: John Thomas

Reference Phone Number: 678-287-1350

Reference Company Name: CAPE Environmental Management Inc

Address of Work: Mather Main - 1/4 mile from the intersection McCready Ave and Rickenbacker Street, Rancho Cordova, CA

Reference E-Mail Address: jthomas@cape-inc.com

Dates of Work/Number of Sites: 10/6/20 - Mather Main

Description of Work including contract value: \_\_\_\_\_

Remove 56,000lbs of spent hazardous GAC from 2 x 26,000lb GAC contactors. Install replacement GAC 8x30 coal.

Hazardous spent GAC transportation, disposal, and incineration per USAF requirements

Contract Value \$201,490.00

**Note: If more space is needed, please attach additional pages to the end of this document prior to submitting your response.**

## 1411913847 Arlington East WRF – Reclaimed Water and Distribution Upgrades

Vendor Rankings	Thomas Hawk	Peter Doherty	Paul Yarger	Sean Conner	Sum of Ranks	Rank
Wharton-Smith	2	1	1	1	5	1
Sundt	3	2	2	2	9	2
Haskell	1	3	3	3	10	3
PCL Construction	4	4	4	4	16	4

Vendor Scores	Thomas Hawk	Peter Doherty	Paul Yarger	Sean Conner	Total
Wharton-Smith	71.00	86.00	77.50	93.00	327.50
Haskell	80.75	71.00	70.75	86.25	308.75
Sundt	70.88	74.25	71.75	91.75	308.63
PCL Construction	57.38	70.00	69.25	74.50	271.13

Thomas Hawk	General Information (10 points)	Key Staff Experience (10 Points)	Relevant Project Experience (15 Points)	Understanding Scope of Work & Approach to Performing required Services (50 Points)	Scheduling, Cost and Quality (15 Points)	Total	Rank
Haskell	10.00	9.25	11.50	35.00	15.00	80.75	1
PCL Construction	10.00	3.88	10.50	28.00	5.00	57.38	4
Sundt	9.00	6.38	13.50	28.00	14.00	70.88	3
Wharton-Smith	9.00	6.50	14.50	27.00	14.00	71.00	2

Peter Doherty	General Information (10 points)	Key Staff Experience (10 Points)	Relevant Project Experience (15 Points)	Understanding Scope of Work & Approach to Performing required Services (50 Points)	Scheduling, Cost and Quality (15 Points)	Total	Rank
Haskell	10.00	7.00	13.00	32.00	9.00	71.00	3
PCL Construction	10.00	7.00	15.00	30.00	8.00	70.00	4
Sundt	10.00	6.25	15.00	35.00	8.00	74.25	2
Wharton-Smith	10.00	9.00	15.00	42.00	10.00	86.00	1

Paul Yarger	General Information (10 points)	Key Staff Experience (10 Points)	Relevant Project Experience (15 Points)	Understanding Scope of Work & Approach to Performing required Services (50 Points)	Scheduling, Cost and Quality (15 Points)	Total	Rank
Haskell	9.00	7.75	13.00	32.00	9.00	70.75	3
PCL Construction	9.00	7.25	12.00	32.00	9.00	69.25	4
Sundt	9.00	7.75	12.00	33.00	10.00	71.75	2
Wharton-Smith	10.00	7.50	13.00	37.00	10.00	77.50	1

Sean Conner	General Information (10 points)	Key Staff Experience (10 Points)	Relevant Project Experience (15 Points)	Understanding Scope of Work & Approach to Performing required Services (50 Points)	Scheduling, Cost and Quality (15 Points)	Total	Rank
Haskell	8.00	9.25	13.00	44.00	12.00	86.25	3
PCL Construction	9.00	9.50	13.00	32.00	11.00	74.50	4
Sundt	10.00	8.75	14.00	46.00	13.00	91.75	2
Wharton-Smith	9.00	10.00	14.00	47.00	13.00	93.00	1

Overall Averages	General Information (4 points)	Key Staff Experience (10 Points)	Relevant Project Experience (15 Points)	Understanding Scope of Work & Approach to Performing required Services (50 Points)	Scheduling, Cost and Quality (15 Points)	Total
Haskell	9.25	8.31	12.63	35.75	11.25	77.19
PCL Construction	9.50	6.91	12.63	30.50	8.25	67.78
Sundt	9.50	7.28	13.63	35.50	11.25	77.16
Wharton-Smith	9.50	8.25	14.13	38.25	11.75	81.88



April 7, 2025

Mr. Thomas C. Hawk, P.E.  
Project Manager  
JEA  
225 N Pearl Street  
Jacksonville, FL 32202

Subject: 135-19 – AEWRF HLD  
Arlington East WRF HLD and RW Upgrades  
CMAR Preconstruction Services Proposal

Dear Mr. Hawk:

Wharton-Smith, Inc. offers our proposal to provide CMAR preconstruction services for the Arlington East WRF HLD and RW Upgrades project. The general summary for the scope of work includes the following:

- Preconstruction Management, Coordination, and Meetings
- Preliminary Cost Estimates
- Design and Constructability Review
- Value Engineering
- Schedule Development
- Bidding, Procurement, and GMP Development
- SUE Allowance

Our proposed lump sum fee for the preconstruction services: \$497,990 (approximately 0.25% of the anticipated project value, with an additional SUE allowance as requested). Construction phase fee percentage for work packages (GMPs) will be 8.75%. Additional back-up and detail are provided in the attachments to this letter.

We appreciate the opportunity to provide our services and look forward to working with JEA on another successful project.

If you have any questions or comments, please contact me directly.

Regards,

Josh Burns  
Project Executive  
Wharton-Smith, Inc.





JEA  
ARLINGTON EAST WRF HLD AND RW UPGRADES

135-19 – AEWRF HLD  
PRECONSTRUCTION SCOPE OF SERVICES

The following narrative is to provide detail to the Preconstruction Services Scope for JEA Arlington East WRF HLD and RW Upgrades project.

The duration of preconstruction is assumed to be approximately 15 months for design coordination and GMP development which is inclusive of preconstruction services provided by Wharton-Smith, and 3 months for production and negotiation of the final Guaranteed Maximum Price (GMP). Please note that the 3 months allotted for the GMP does not include the time required for JEA approval and contract amendment.

Generally:

Attend general progress review and coordination meetings with Owner and the project team.

Attend periodic design meetings to provide consultation on aspects of the design and construction that will impact the budget, schedule, and quality of the completed Work.

1. CMAR will work with Owner to develop the optimum scope and quality of Work to meet Owner's budget. Such work will consist of considering options and alternates with scope and quality adjustments as determined by Owner. CMAR will assess cost and schedule impact of these options and alternates.
2. Consult with Owner regarding site use and improvements, and the selection of materials, building systems, and equipment.
3. Provide recommendations on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation and construction completion; and factors related to construction cost including estimates of alternative designs or materials, preliminary budgets and possible opportunities for savings.
4. Provide recommendations on the construction schedule for opportunities for time savings.

Provide input to the Owner regarding current construction market, bidding climate, status of key Subcontractor and Supplier markets, and other local economic conditions. Develop Subcontractor and Supplier interest in the Work, consistent with Legal Requirements. Furnish Owner a list of suggested Subcontractors and Suppliers, from whom bids will be requested for each principal portion of the Work. Submission of this list is for information and discussion purposes only and not for prequalification.



In conjunction with the Owner, identify the appropriate early work packages including procurement of long-lead time items and equipment and other Work required to meet the schedule for the Owner.

In conjunction with the Owner, identify the appropriate Work packages from the Contract Documents for distribution to prospective bidders for providing all elements of Work not included in the General Conditions. Appropriate Work packages shall mean scopes of work that will maximize the competition for those Work packages. Work packages will also be identified with appropriate scopes of work should the Owner have any goals for involvement of the local and/or small contracting communities.

The following breakdown lists the anticipated tasks and expectations considered when producing the preconstruction proposal.

Task 1 Project Coordination

- 1.1 Project Kickoff Meeting – Wharton-Smith staff will attend one (1) project kickoff meeting with JEA (Owner) and Hazen (Engineer).
- 1.2 Project Team Meetings (Bi-Weekly: Virtual & In-Person) – Wharton-Smith staff will attend bi-weekly progress meetings with JEA and Hazen to review design progress, cost updates, action items, and other outstanding items. These meetings may be combined with subject specific design discipline meetings and are assumed to be held virtually (via Teams, Zoom, Webex, etc.) along with in-person meetings over a (12) month duration.
- 1.3 Milestone Design Workshops – Wharton-Smith staff will attend two (2) design review workshops with JEA and Hazen. These meetings will be workshop style meetings to review drawings and specifications, constructability review comments, and the risk register at the 60%, and 90% design submittals.
- 1.4 Subject Specific Meetings – Wharton-Smith staff will attend up to four (4) additional subject specific meetings with required parties for additional design coordination. Additional internal and external coordination efforts will be held by conference call or web meetings.
- 1.5 Site Visits & Investigation – Wharton-Smith will perform site visits to investigate existing conditions, review spatial constraints, evaluate structure placement, develop ingress & egress plan during construction, and analyze site conditions for development of site-specific safety and quality plans. Wharton-Smith will provide final reports of encountered conditions to JEA.
- 1.6 Permitting Assistance – In conjunction with the design engineer, Wharton-Smith staff will attend pre-application meetings, coordination meetings, site visits, and assist with the preparation and submittal of required permits.
- 1.7 Project Management & Administration – Wharton-Smith provides overall project management for the preconstruction phase. This includes budget control, schedule control, quality planning, safety planning, subcontractor management, and coordination with JEA and the design consultant.



### Task 2 Preliminary Cost Estimates

- 2.1 60% Cost Estimate – Wharton-Smith preconstruction staff will perform detailed takeoffs (based on drawing concepts) on all construction trades such as site work, concrete, process equipment, utilities, mechanical, building, finishes, etc. A full cost estimate book will be provided showing all material, labor, and equipment take-offs and any subcontractor cost estimates.
- 2.2 100% Cost Estimate (Final GMP Reconciliation) – Once the 100% construction documents are issued, after GMP but before mobilization, Wharton-Smith preconstruction staff will review the drawings to revisit all detailed takeoffs for self-performed trades. The pricing is adjusted and tracked based on additions and deletions. Subcontractors also adjust their pricing after reviewing more detailed drawings. At this time the GMP is reconciled with cost savings being returned to contingency.
- 2.3 Risk Register Development & Updates– Wharton-Smith staff will analyze design and construction risks to assess risk impact and develop risk management strategies in efforts to minimize associated costs and schedule impacts. Wharton-Smith will provide recommendations for appropriate budget allocation of these design and construction risks at each design milestone beginning with the 60% design submittal along with the final risk register at time of GMP to establish project contingency and allowances.

### Task 3 Design Review and Value Engineering

- 3.1 60% Submittal Constructability Review & VE – Wharton-Smith will perform detailed design and constructability review to identify changes, conflicts, constructability concerns, spatial concerns, general questions, and overall consistency of the design disciplines (structural, civil, process, etc.). Value engineering options are provided during this phase and throughout the life cycle of the project.
- 3.2 90% Submittal Constructability Review & VE – These costs are for the same items outlined in Task 3.1 but for the 90% design documents including specifications including specifications and detailed review of all documents to ensure that they are “bid ready”.
- 3.3 100% Submittal / Conformed Documents Review – These costs are for the same items outlined in Task 3.1 but include final review of all documents to ensure that they are conformed and ready for construction.
- 3.4 Maintenance of Plant Operations (MOPO) Plans & Workshops – Wharton-Smith staff will attend coordination meetings to review the MOPO's (Maintenance of Plant Operations) plans generated with JEA operations staff. These plans will be generated to assist Hazen with finalizing the design to account for temporary bypassing or facilities, startup accommodations, plant MOT, or other operational concerns.



CMAR shall review in-progress design documents, including at a minimum the documents generally described above and provide input and advice to Owner on constructability, materials and equipment selections, and availability. Provide timely suggestions for modifications to improve:

- Constructability, including sequencing or coordination issues, to enable Work to be completed with a minimum of RFI's and change orders.
- Recommend potential vendors and manufacturers for incorporation into the design.
- Adequacy of details for construction.
- Potential conflicts during construction.
- Ability to coordinate among Subcontractors and Suppliers.
- Coordination between Contract Documents.
- Operability.
- Ability to minimize disruptions to existing operations.
- Ability to complete construction connections to existing facilities or utilities.
- Modifications to facilitative commissioning and start-up and/or performance testing.
- Ability of Owner to operate/maintain the Work in a safe, time and cost-efficient manner when completed.

#### Task 4 CPM Master Schedule

- 4.1 Schedule Development and Phasing – At the 60% design phase, Wharton-Smith will develop a baseline Critical Path Method (CPM) schedule using Primavera P6 software based on available information (and providing reasonable allowances for Owner review time and time for permits and approvals from governmental agencies). The schedule will be broken down by phase (design/permitting, procurement, construction, and closeout) and by structure. A detailed schedule sequence will be provided for each structure. All portions of the project will be interrelated by schedule logic so that a true “critical path” is easily identifiable. This schedule will be updated as the project progresses.
- 4.2 Final Schedule Update at GMP – The schedule developed in Task 4.2 is modified based on the GMP design documents and final construction sequencing is determined. This schedule shall serve as the basis for General Condition's costs in the GMP as well as the contract time required for the duration of construction.

#### Task 5 Bidding, Procurement, and GMP

- 5.1 Owner Direct Purchase Plan – In conjunction with JEA, Wharton-Smith staff will identify and assist JEA in direct purchase of major equipment and materials for savings on sales tax.
- 5.2 Long Lead Equipment / Early Work Packages – Wharton-Smith will identify and break-out long lead equipment and early work packages for these scopes to be procured and executed as early as practical so that the overall construction schedule is minimized. Requirements for short-term and long-term storage will be evaluated and implemented as necessary.



- 5.3 GMP Development – Wharton-Smith will identify and assemble appropriate work packages from GMP design documents to solicit prospective subcontractor and supplier proposals for providing all elements of Work not included in the General Conditions. Work packages will be assembled with appropriate scopes of work should the Owner have any goals for involvement of the local and/or small contracting community. A selected bidders list will be developed and evaluated with JEA prior to the bidding phase. Wharton-Smith preconstruction staff will perform detailed takeoffs (based on the GMP design documents) for all self-perform work and facilitate all bidding efforts. A full cost estimate book will be provided showing all material, labor, and equipment take-offs and any subcontractor/supplier cost proposals. This estimate will be submitted as the GMP Proposal for the work.
- 5.4 Pre-Bid Site Visits – Wharton-Smith will host, coordinate, and manage pre-bid site visits for all potential bidders for the subcontract and purchase order work packages. Wharton-Smith will take notes and answer questions, with all questions being submitted formally for final response. Clarifications/addenda will be issued to bidding parties as needed based on the formal bid questions that are received.
- 5.5 Receive Bids – Wharton-Smith will receive bids throughout the course of an entire day. The bid dates and times may be staggered to ensure our ability to answer questions or provide direction up to the last minute.
- 5.6 Review Bids and Recommend Award – All of the subcontractor and purchase order work package bids are reviewed for completeness, responsiveness, exceptions, clarifications, and deviations from the contract documents. Value engineering ideas and schedule commitments will also be evaluated. Wharton-Smith will provide a bid tabulation worksheet and make a recommendation for package award based on the best interest of JEA. Final decision is made by Owner.
- 5.7 Final GMP Assembly – All documents that comprise the GMP(s) are assembled into a single tabbed and searchable binder/pdf document. This includes all schedules, bid documents, subcontractor and supplier bids, Wharton-Smith self-perform cost estimates, other backup quotes, general conditions breakdowns, value engineering logs, contingencies and allowances, and other GMP relevant documents that were considered in creation of the GMP.
- 5.8 GMP Review Workshops – Wharton-Smith staff will attend (3) review meetings with JEA and Hazen to review each GMP prior to submitting to council. Wharton-Smith will provide the bid results and award recommendations. Final vendor and subcontractor selection will be part of this meeting along with review of the contingencies and allowances carried within the risk register.

#### Task 6 Miscellaneous Services

- 6.1 JSEB Plan – Wharton-Smith staff will engage disadvantage and/or local business enterprise subcontractors during the preconstruction phase. Wharton-Smith will meet with JEA's JSEB



coordinator to identify participation goals and segment work packages as feasible to attract bidder interest. Wharton-Smith staff will prepare a JSEB Procurement Plan.

- 6.2 Safety Plan – During the preconstruction phase services, Wharton-Smith will develop a site-specific plan that covers all policies related to safety including MSDS chemical sheets, trench safety, confined spaces, fall protection, drug free policy, hurricane preparedness, emergency medical care plans, etc. Wharton-Smith will incorporate all of JEA's safety requirements into the safety plan as necessary.

#### Task 7 Miscellaneous Services

- 7.1 Subsurface Utility Engineering (SUE) – A \$100,000 allowance has been included in our scope for Wharton-Smith to provide the necessary field staff and subcontractor services to assist with the subsurface explorations. Subcontractor selection for these services is TBD. Please note that the allowance is currently exclusive of fee and insurance, which will be applied at the time of allowance usage. Any unused allowance will go back to JEA.

Cost Summary: The total cost for the preconstruction scope is \$497,990. Please refer to the breakdown, on the next page, by task.



Award #5 Supporting Documents 04/17/2025

OWNER: JEA  
PROJECT: ARLINGTON EAST WRF HLD AND RW UPGRADES  
ENGINEER HAZEN  
CURRENT DESIGN STATUS: 60%

				OFFICE & FIELD MANAGEMENT STAFF								ESTIMATING & SUPPORT STAFF										WHARTON-SMITH PERSONNEL				SUBCONTRACTOR				
				Project Executive		CMAR Project Manager		Senior Preconstruction Manager		General Superintendent		Director of Estimating		Specialty Estimators		Document Specialist		Safety Manager		Project Accountant										Administrative Assistant
				HR	\$	HR	\$	HR	\$	HR	\$	HR	\$	HR	\$	HR	\$	HR	\$	HR	0	HR	\$	HR	\$	HR's	LABOR COSTS	MISC. COSTS (PRO-RATED)	SUBTOTAL	SUB
ITEM	TASK	QTY	UNIT		\$179.00		\$156.00		\$154.00	Rate	\$171.00	Rate	\$184.00	Rate	\$139.00	Rate	\$58.00	Rate	\$138.00	Rate	\$104.00	Rate	\$66.00							
TASK 1	PROJECT COORDINATION			4	716	4	624	4	616	4	684		0		0	2	116		0		0	2	132	20	2,888	85	2,973			2,973
1.1	PROJECT KICKOFF MEETING	1	EA	12	5370	12	1872	30	4620	6	1026		0		0		0		0		0		0	78	12,888	330	13,218	-		13,218
1.2	PROJECT TEAM MEETINGS (BI-WEEKLY: VIRTUAL & IN-PERSON)	2	EA	8	1432	8	1248	8	1232	8	1368		0		0		0		0		0		0	32	5,280	135	5,415	-		5,415
1.3	MILESTONE DESIGN WORKSHOPS	4	EA	16	2864	16	2496	16	2464		0		0		0		0		0		0		0	48	7,824	203	8,027	-		8,027
1.4	SUBJECT SPECIFIC MEETINGS	1	LS		0	8	1248	8	1232	8	1368		0		0	2	116		0		0	2	132	28	4,096	118	4,214	-		4,214
1.5	SITE VISITS & INVESTIGATION	1	LS		0		0	8	1232		0		0		0		0		0		0	8	528	16	1,760	68	1,828	-		1,828
1.6	PERMITTING ASSISTANCE	1	LS	40	7160	40	6240	200	30800		0		0		0		0		0	12	1248		0	292	45,448	1,235	46,683	-		46,683
1.7	PROJECT MANAGEMENT & ADMINISTRATION	1	LS	98	17542	88	13728	274	42196	26	4446	0	0	0	0	4	232	0	0	12	1248	12	792	514	80,184	2,174	82,358	-		82,358
TASK 2	PRELIMINARY COST ESTIMATES																													
2.1	60% COST ESTIMATE	1	LS	12	2148	8	1232	20	3080		0	32	5888	154	21406		0		0		0		0	226	33,754	956	34,710	-		34,710
2.2	100% COST ESTIMATE (FINAL GMP RECONCILIATION)	1	LS	12	2148	20	3080	8	1232		0	16	2944	80	11120		0		0		0		0	116	20,524	491	21,015	-		21,015
2.3	RISK REGISTER DEVELOPMENT & UPDATES	1	LS	20	3580	20	3120	32	4928	20	3420	20	3680		0	2	116		0		0	2	132	116	18,976	491	19,467	-		19,467
	SUBTOTALS			44	7876	48	7432	60	9240	20	3420	68	12512	234	32526	2	116	0	0	0	0	2	132	458	73,254	1,937	75,191	-		75,191
TASK 3	DESIGN AND CONSTRUCTABILITY REVIEWS																													
3.1	60% SUBMITTAL CONSTRUCTABILITY REVIEW & VE	1	LS	20	3580	20	3120	40	6160	8	1368	8	1472		0		0		0		0		0	96	15,700	406	16,106	-		16,106
3.2	90% SUBMITTAL CONSTRUCTABILITY REVIEW & VE	1	LS	20	3580	20	3120	40	6160	8	1368	8	1472		0		0		0		0		0	96	15,700	406	16,106	-		16,106
3.3	100% SUBMITTAL / CONFORMED DOCUMENTS REVIEW	1	LS	10	1790	10	1560	20	3080	4	684	4	736		0		0		0		0		0	48	7,850	203	8,053	-		8,053
3.4	MAINTENANCE OF PLANT OPERATIONS (MOPO) PLANS & WORKSHOPS	1	LS	8	1432	16	2496	16	2464	16	2736		0		0		0		0		0		0	56	9,128	237	9,365	-		9,365
	SUBTOTALS			58	10382	66	10296	116	17864	36	6156	20	3680	0	0	0	0	0	0	0	0	0	0	296	48378	1252	49630	-		49,630
TASK 4	CPM MASTER SCHEDULE																													
4.1	SCHEDULE DEVELOPMENT AND PHASING (@ 60% DESIGN)	1	LS	4	716	16	2464	8	1232	16	2736	4	736		0	2	116		0		0	2	132	52	8,132	220	8,352	-		8,352
4.2	FINAL SCHEDULE UPDATE AT GMP (DETERMINES GC'S)	1	LS	4	716	16	2496	8	1232	16	2736	4	736		0	2	116		0		0	2	132	52	8,164	220	8,384	-		8,384
	SUBTOTALS			8	1432	32	4960	16	2464	32	5472	8	1472	0	0	4	232	0	0	0	0	4	264	104	16,296	440	16,736	-		16,736
TASK 5	BIDDING, PROCUREMENT, AND GMP																													
5.1	OWNER DIRECT PURCHASE PLAN	1	LS	4	716		0	4	616		0	4	736		0	2	116		0		0	4	264	18	2,448	76	2,524	-		2,524.14
5.2	LONG LEAD EQUIPMENT / EARLY WORK PACKAGES	1	LS	16	2864	40	6240	40	6160	8	1368	16	2944	20	2780		0		0		0		0	140	22,356	592	22,948	-		22,948.20
5.3	GMP DEVELOPMENT	1	LS	40	7160	120	18720	120	18480	16	2736	32	5888	100	13900		0		0		0		0	428	66,884	1,810	68,694	-		68,694.44
5.4	PRE-BID SITE VISITS	1	LS		0	16	2496	16	2464		0		0		0	2	116		0		0	4	264	38	5,340	161	5,501	-		5,501
5.5	RECEIVE BIDS	1	LS		0		0	16	2464		0		0		0		0		0		16	1056	32	3,520	135	3,655	-		3,655	
5.6	REVIEW BIDS AND RECOMMEND AWARD	1	LS	8	1432	32	4992	32	4928		0	16	2944		0		0		0		0		0	88	14,296	372	14,668	-		14,668
5.7	FINAL GMP ASSEMBLY	1	LS		0		0	20	3080		0	20	3680		0		0		0		0	8	528	48	7,288	203	7,491	-		7,491
5.8	GMP REVIEW WORKSHOPS	1	LS	12	2148	12	1872	12	1848		0	12	2208		0		0		0		0		0	48	8,076	203	8,279	-		8,279
	SUBTOTALS			80	14320	220	34320	260	40040	24	4104	100	18400	120	16680	4	232	0	0	0	0	32	2112	840	130,208	3,553	133,761	-		133,761
TASK 6	MISCELLANEOUS SERVICES																													
6.1	JSEB PLAN	1	LS	2	358	2	312	8	1232		0		0		0		0		0		8	528	20	2,430	85	2,515	-		2,515	
6.2	SAFETY PLAN	1	LS		0		0		0		0		0		0		16	2208		0		0	16	2,208	68	2,276	-		2,276	
	SUBTOTALS			2	358	2	312	8	1232	0	0	0	0	0	0	0	16	2208	0	0	8	528	36	4,638	152	4,790	-		4,790	
TASK 7	ALLOWANCES																													
7.1	SUBSURFACE UTILITY ENGINEERING (SUE)	1	LS		0		0		0		0		0		0		0		0		0		0	0	-	-	-	TBD	100,000.00	100,000
	SUBTOTALS			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	-	-		100,000.00	100,000
TOTAL PRECONSTRUCTION SERVICES				290		456		734		138		196		354		14		16		12		58	2248	352,958	9,509	362,467		TOTAL	462,468	

FEE (8.75%): 31,716

INSURANCE (1.05%) 3,806

GRAND TOTAL: 497,990

MISC. MATERIAL/EQUIPMENT COSTS	COST
BID PACKAGE PLANS/SPECIFICATIONS REPRODUCTION	750.00
OFFICE SUPPLIES	750.00
TRAVEL EXPENSES	7,000.00
COMPUTER EQUIPMENT	1,000.00
COST PER HOUR	4.23

# Award #6 Supporting Documents 04/17/2025



Quote Number: 1726483  
 Opportunity Number: 24133395  
 Sourcewell Contract #: 110421-ALT  
 Date: 4/2/2025

Quoted for: JEA

Customer Contact: Matt Lynn

Phone: / Email: (904)9450688 / lynnm@jea.com

Quoted by: Shannon Carlson

Phone: / Email: 336-488-2698 / shannon.carlson@altec.com

Altec Account Manager: Paul Hinson

Quantity : 5 Trucks

REFERENCE ALTEC MODEL	Sourcewell Price
AT37G	Articulating Telescopic Aerial Device (Insulated)
	\$161,317

## (A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)

1	AT37G-ISO	ISO boom - MUST QUOTE for 40' boom height (n/a on base model)	\$5,746
2	AT37G-US40	40' Boom Height (AT40-G) MUST quote ISO option	\$3,264
3			
4			

## (A1.) SOURCEWELL OPTIONS ON CONTRACT (General)

1	CH-R	Cone Holder, Ring Style	\$314
2	BK	WATER CASK (Includes Bracket)	\$428
3	SPOT4	SIX (6) POINT STROBE SYSTEM (LED)	\$1,220
4	VRI	120 Volt GFCI Receptacle, Includes Weather-Resistant Enclosure	\$365
5	DLB1	Directional Light Bar Whelen Model# TANF85 LED Traffic Advisor	\$2,355
6	FLOOD	Flood Light (Hella #H71030401)	\$377
7	LR	Ladder Rack	\$1,629
8	ISG	Inverter Storage Inside of Body Compartment with Guard	\$866
9	VRC	12 Volt Receptacle (Cigarette Lighter Style), Weatherproof	\$419
10	GATOR	Heavy Duty Cargo Coating, Gator Hyde	\$2,938
11	FE	POWER EQUIPMENT (Power Locks and Power Windows)	\$1,381
12			
13			
14			
15			
SOURCEWELL OPTIONS TOTAL:			\$182,619

## (B.) OPEN MARKET ITEMS (Customer Requested)

1	UNIT	AT40-G telescopic articulating Aerial device with ISO-Boom, 24x36 platform, additional platform cover and liner, lanyard attachment point painted blue	\$4,468
2	UNIT & HYDRAULIC ACC		\$0
3	BODY	Altec Steel Body 132" estimated body length	\$18,382
4	BODY & CHASSIS ACC	Automatic boom latch, dock bumpers, green lug nut indicators	\$2,600
5	ELECTRICAL	Underbody lights, Go-light, Fuse Block, Master switch, Jump port, 2500W Inverter	\$7,927
6	FINISHING	Reflective tape, placard, DOT certification, no Altec logos, flash drive manuals	\$1,315
7	CHASSIS	International MV607	\$35,401
8	OTHER	Altec Model Year 2027	\$0
OPEN MARKET OPTIONS TOTAL:			\$70,093

SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$252,712.00  
 Delivery to Customer (estimated 24-36 months): \$2,009.00  
 Sourcewell Contract Quantity Discounts: -\$2,567.00  
 Yellow City License Plate: \$300.00  
 CA Doc/Admin/Tire Fees:  
 Extended Warranty: \$1,688.00

TOTAL FOR UNIT/BODY/CHASSIS: \$254,142.00

## (C.) ADDITIONAL ITEMS (items are not included in total above)

1			
2			
3			
4			

\*\*Pricing valid for 45 days\*\*

## NOTES

**PRICING:** Altec will make every effort to honor this quotation, subject to the following provisions. Prices for equipment with production start dates 12 months and beyond are budgetary only due to irregular cost inflation and market volatility. These prices will be reviewed based on market conditions and confirmed closer to the production date. Quotes and orders with chassis model year beyond the current open order bank, should be considered estimates only. Altec's turn-key pricing is subject to change in accordance with chassis pricing received from the OEM. Chassis model year, specifications and price will be reviewed and confirmed when specific model year information becomes available from the OEM and that chassis price difference will be passed through to the customer.

**PAINT COLOR:** White to match chassis, unless otherwise specified

**WARRANTY:** Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90) days

**TO ORDER:** To order, please contact the Altec Account Manager listed above.

**CHASSIS:** Per Altec Commercial Standard

**DELIVERY:** estimated 24-36 months, FOB Customer Location

**TERMS:** Net 30 days

**BEST VALUE:** Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

**TRADE-IN:** Please ask your Altec Account Manager for more information

APPENDIX B - PROPOSAL WORKBOOK FACILITIES AUTOMATIC TRANSFER SWITCH (ATS) MAINTENANCE AND REPAIR SERVICES			ASCO Power Services
SECTION I - PREVENTATIVE MAINTENANCE AND REPAIR SERVICES			
Company must submit pricing in column H to perform all services as described in Appendix A - Technical Specifications. Bid labor prices should include travel time, travel mileage, profit, labor burden, fuel charges, meals, per diem, worksite clean up, equipment and anything needed to accomplish the job. The price provided will be all-inclusive pricing per unit, for each (1) Preventative Maintenance (PM) service or any Corrective Maintenance call. If repairs are needed between preventative maintenance services, the Company must only bill for parts related to the repair. If the unit needs repair before the initial annual preventive maintenance has been performed, the company must repair the unit, perform the PM, and bill for the PM service plus parts needed for repair. Company must obtain all permits required by local agencies and pay all fees which may be required for the performance of the work. No separate billable line item will be paid by JEA without prior written approval from JEA Contract Administrator. Labor time begins when contractor is on JEA property.			
Manufacturer	Estimated Annual Number of Units	Price per Unit	Extended Price
ASCO	437	\$ 692.00	\$ 302,404.00
Caterpillar	1	N/A	This cell will autopopulate.
Cummins	1	N/A	This cell will autopopulate.
Cutler Hammer	1	N/A	This cell will autopopulate.
ONAN	11	N/A	This cell will autopopulate.
Russell Electric	12	N/A	This cell will autopopulate.
Westinghouse	3	N/A	This cell will autopopulate.
Zenith	7	N/A	This cell will autopopulate.
SECTION I TOTAL PRICE			\$ 302,404.00
SECTION II - PARTS AND PRODUCTS			
Company must submit markup percentage in Column H for Parts and Materials which may be required for adhoc work, as described in Appendix A - Technical Specifications, section 11. Estimated one (1) year amount is to be used as guidelines and is not a guarantee of work. If / when the JEA Contract Administrator requires adhoc services and materials are needed it shall be provided by Company. All unit prices should include parts, labor, material, and travel, as well as re-test of new installations and re-test of repaired or replaced parts.			
Description	Estimated Annual Amount	Enter % Markup (Not to Exceed 10% on wholesale prices)	Extended Price
Value of Parts Purchased by Contractor	\$35,000.00	0%	\$ 35,000.00
SECTION II - TOTAL PRICE			\$ 35,000.00
SECTION III - CALL-OUT FOR EMERGENCY SERVICES/AFTER HOURS RATE			
Company shall submit pricing in column H. The JEA Contract administrator will determine if the call out service request is considered emergency/after hours. Emergency call out service shall apply the per visit charge in addition to the rates listed on section III.			
Description	Annual estimated number of Call-Outs	Per Call-Out Price	Extended Price
Service request may occur during regular work hours or outside of regular work hours and will be billed at rate referenced in this section.	24	\$ -	\$ -
SECTION III - TOTAL PRICE			\$ -
One (1) Year Total Cost (Sections I, II and III)			\$ 337,404.00
Transfer this Three (3) year amount to Appendix B- Response Form			\$ 1,012,212.00

APPENDIX B - PROPOSAL WORKBOOK FACILITIES AUTOMATIC TRANSFER SWITCH (ATS) MAINTENANCE AND REPAIR SERVICES			Generator Source
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SECTION I - PREVENTATIVE MAINTENANCE AND REPAIR SERVICES			
Company must submit pricing in column H to perform all services as described in Appendix A - Technical Specifications. Bid labor prices should include travel time, travel mileage, profit, labor burden, fuel charges, meals, per diem, worksite clean up, equipment and anything needed to accomplish the job. The price provided will be all-inclusive pricing per unit, for each (1) Preventative Maintenance (PM) service or any Corrective Maintenance call. If repairs are needed between preventative maintenance services, the Company must only bill for parts related to the repair. If the unit needs repair before the initial annual preventive maintenance has been performed, the company must repair the unit, perform the PM, and bill for the PM service plus parts needed for repair. Company must obtain all permits required by local agencies and pay all fees which may be required for the performance of the work. No separate billable line item will be paid by JEA without prior written approval from JEA Contract Administrator. Labor time begins when contractor is on JEA property.			
Manufacturer	Estimated Annual Number of Units	Price per Unit	Extended Price
ASCO	437	N/A	This cell will autopopulate.
Caterpillar	1	\$ 298.00	\$ 298.00
Cummins	1	\$ 298.00	\$ 298.00
Cutler Hammer	1	\$ 298.00	\$ 298.00
ONAN	11	\$ 298.00	\$ 3,278.00
Russell Electric	12	\$ 298.00	\$ 3,576.00
Westinghouse	3	\$ 298.00	\$ 894.00
Zenith	7	\$ 298.00	\$ 2,086.00
SECTION I TOTAL PRICE			\$ 10,728.00

SECTION II - PARTS AND PRODUCTS			
Company must submit markup percentage in Column H for Parts and Materials which may be required for adhoc work, as described in Appendix A - Technical Specifications, section 11. Estimated one (1) year amount is to be used as guidelines and is not a guarantee of work. If / when the JEA Contract Administrator requires adhoc services and materials are needed it shall be provided by Company. All unit prices should include parts, labor, material, and travel, as well as re-test of new installations and re-test of repaired or replaced parts.			
Description	Estimated Annual Amount	Enter % Markup (Not to Exceed 10% on wholesale prices)	Extended Price
Value of Parts Purchased by Contractor	\$35,000.00	0%	\$ 35,000.00
SECTION II - TOTAL PRICE			\$ -

SECTION III - CALL-OUT FOR EMERGENCY SERVICES/AFTER HOURS RATE			
Company shall submit pricing in column H. The JEA Contract administrator will determine if the call out service request is considered emergency/after hours. Emergency call out service shall apply the per visit charge in addition to the rates listed on section III.			
Description	Annual estimated number of Call-Outs	Per Call-Out Price	Extended Price
Service request may occur during regular work hours or outside of regular work hours and will be billed at rate referenced in this section.	24	\$ -	\$ -
SECTION III - TOTAL PRICE			\$ -

One (1) Year Total Cost (Sections I, II and III)	\$ 10,728.00
Transfer this Three (3) year amount to Appendix B- Response Form	\$ 32,184.00



## Evoqua Products and Services Proposal

Prepared For:

### **JACKSONVILLE ELECTRIC AUTHORITY**

4223 WILLIAM OSTNER RD  
JACKSONVILLE, FL 32226

**Quote #: 06601103**

Transforming Water. Enriching Life.®





## Minimum Order Value

Please note that the minimum order amount is \$250.

## Material Escalation

Post-award: Due to the volatility in material costs, Xylem may adjust the price after contract award to reflect changes in the Metal and Metal Products Index (MMPI) published by the U.S. Department of Labor, Bureau of Labor Statistics. The most recent published MMPI is 306.8 for January 2025. If the MMPI increases by 4% or more at the time of material purchase, then the total price will be increased by the same percentage as the MMPI factor.

For further clarification, please visit: [Bureau of Labor Statistics Data - MMPI](#)



## Part List and Lead-time (weeks ARO.

RFQ# | PLANT/SITE | CONTRACT#:EMAIL RFQ | |

Part numbers	Qty	Lead-Time(Weeks)
W3T146383	40	14-16

If this order is tax-exempt, please ensure that a copy of the tax exemption certificate is included with your purchase order. If your order is taxable please include the tax amount as a line item on your PO.

**Tariff Escalation Clause:** In the event tariffs are imposed and/or adjusted during the term of this agreement, we reserve the right to implement a price adjustment to reflect the actual cost impact of the tariffs. Any pricing changes resulting from these potential tariffs will be communicated promptly when known with adequate documentation to justify any required changes in the agreement price.

**Right to requote:** Due to current raw material price fluctuation, Evoqua reserves the right to re-quote the equipment proposed herein at the time of award.

All parts included within this proposal are packaged for inland transport within the continental US. If other forms of packaging are required, please advise and Xylem can amend this proposal after review of specific request.

Proposal For: JACKSONVILLE ELECTRIC AUTHORITY  
Lynn Rix  
4223 WILLIAM OSTNER RD  
JACKSONVILLE, FL 32226  
Phone:  
rixlw@jea.com

Kenneth Decoursey  
Evoqua Water Technologies  
2155 112th Avenue  
Holland, MI 49424  
Phone: +12157127061  
kenneth.decoursey@xylem.com

## Item Pricing Summary

### Items

Item	Part No Description	Qty	Net Price	Ext Price
1	<b>W3T146383</b>  HCS BASKET WITH FISH PAN ASSEMBLY	40 EA	\$7,636.00	\$305,440.00

Currency: USD

### Quote Totals

Item(s) Subtotal: \$ 305,440.00

## Evoqua Water Technologies Banking Details

### ACH - CTX

#### **Evoqua's preferred payment method is via ACH - CTX:**

JP Morgan Chase Bank  
Attn: Evoqua Water Technologies, LLC  
Account #: 603148011  
Swift Code: CHASUS33  
ACH Routing / ABA: 044000037  
Wire Routing / ABA: 021000021  
Remittance details should go to: [electronicfunds@evoqua.com](mailto:electronicfunds@evoqua.com)

### PAPER CHECKS VIA POSTAL SERVICE

#### **Paper checks via Postal Service:**

Send to our Lockbox, address is:  
Evoqua Water Technologies LLC  
28563 Network Place  
Chicago, IL 60673-1285

### PAPER CHECKS VIA OVERNIGHT / COURIER

#### **Paper checks via Overnight / Courier:**

JP Morgan Chase Bank  
Attn: Evoqua Water Technologies Lockbox 28563  
131 S Dearborn, 6th Floor  
Chicago, IL 60603  
Remittance details should go to: [electronicfunds@evoqua.com](mailto:electronicfunds@evoqua.com)

**\*\* If ever instructed to change banking information, contact us immediately at 1-800-466-7873 \*\***

## Payment Terms and Delivery

### PO Terms

Purchaser acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the goods and/or services provided under the Contract, including any export license requirements. Purchaser agrees that such goods and/or services shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. PURCHASER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

### Shipping Information

- Incoterms: Free Carrier
- Incoterms 2: ORIGIN - PREPAID & ADD

### Terms

- This quote is valid until 05/09/25
- Payment terms are N30 - Net 30 days with proper credit, and are subject to the attached Evoqua Water Technologies Terms and Conditions

### Taxes, Tariffs and Duties

- The pricing provided in this proposal does not include applicable Sales Tax or GST.
- If your company is exempt from Sales Tax or GST, or eligible for a reduced rate of tax, a tax exemption certificate must be provided no later than with your purchase order.
- If a timely, valid exemption certificate or other documentation is not provided, any applicable Sales Tax or GST will be invoiced and payable.
- New customers may be required to supply a signed credit application to be approved for credit terms.
- **NOTE:** You may be assessed a 3% fee if paying via Credit Card. Find more info on our website here > <https://www.evoqua.com/en/about-us/terms-conditions-sale-products-services/credit-card-fee-faqs/>. Ask us how to avoid paying fees by migrating to ACH CTX payment type.
- Unless Seller's Documentation specifically provides otherwise, all taxes, levies, duties, tariffs, and other governmental charges, and any incremental increases thereto, shall be paid by Buyer. Xylem reserves the right to adjust the pricing of affected goods to reflect any cost increases resulting from tariffs. Xylem is not obligated to deliver the goods and/or services until an agreement on the new price has been reached

### Purchase Order

- Customer must provide a VALID hard copy Purchase Order reflecting N30 - Net 30 days terms for all services/equipment. If a VALID hard copy Purchase Order cannot be provided, a credit card payment must be received in advance of the order.
- VALID hard copy Purchase Order should be sent to [kenneth.decoursey@xylem.com](mailto:kenneth.decoursey@xylem.com)
- If paying by credit card in lieu of Purchase Order, contact your Sales Representative.  
You may also mail to:  
Evoqua Water Technologies  
2155 112th Avenue  
Holland, MI 49424  
Payment SHOULD NOT be sent to this above address.



## 1. Agreement, Integration and Conflict of

**Terms.** "Proposal" means the Seller's quotation, proposal and/or sales form, including any special conditions expressly incorporated by reference, and these terms and conditions. "Seller" means the applicable affiliate of Xylem Inc. that is party to the Agreement. "Buyer" means the entity that is party to the Agreement with Seller. "Agreement" means the definitive agreement, comprised of the Proposal and any other documents expressly included or incorporated by reference will govern the Buyer and Seller relationship. Seller's Proposal is expressly conditioned on Buyer's acceptance of these terms and conditions. Any additional or different terms and conditions contained in Buyer's purchase order or other communication will have no effect on the Agreement unless specifically agreed to in writing by the parties; and Seller hereby objects, and any such proposed modifications will not constitute Seller's acceptance of any such modifications. Seller's commencement of performance or delivery will not be deemed or construed as acceptance of Buyer's additional or different terms and conditions. In the case of any conflict among the foregoing documents, these terms will take precedence with the exception of (i) price and delivery, which will be governed by the order acknowledgment (if any) and invoice; and (ii) the Warranty, which will be governed by Seller's product documentation. This Agreement supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties and, further, can only be altered, modified or amended with the express written consent of Seller.

## 2. Proposal, Withdrawal, Expiration.

Unless otherwise stated in writing, Proposals are valid for thirty (30) calendar days from the date of issuance, unless otherwise provided therein. Seller reserves the right to cancel or withdraw the Proposal at any time with or without notice or cause prior to acceptance by Buyer to the Proposal terms, or after Buyer's acceptance if Buyer fails to complete any actions required by the Proposal for Seller to proceed. Seller nevertheless reserves its right to accept any contractual documents received from Buyer after this 30-day period.

**3. Prices.** Prices apply to the specific quantities stated in the Proposal. Prices include handling fees and standard packing according to Seller's specifications for delivery. Buyer will, as an additional charge, pay all costs and taxes for special packing requested by Buyer, including packing for exports. To the extent allowed under law, prices are subject to change without notice. The price for the goods does not include any applicable sales, use, excise, Goods and Services Tax, Value Added Tax, or similar tax, duties, tariffs, or other governmental charges. Buyer will have the responsibility for the payment of all such applicable levies.

**4. Payment Terms.** Seller reserves the right to require payment in advance or C.O.D. and otherwise modify credit terms should Buyer's credit standing not meet Seller's acceptance. Unless different payment terms are expressly set forth in the applicable Proposal or order acknowledgment or Sales Policy Manual, goods will be invoiced upon shipment. Buyer's payment must be in Seller's local currency, as determined by Seller's office location to which the order has been submitted. Any payment amount made by Buyer via credit card will be subject to a 3.0% charge. Payment in full is due within thirty (30) days from the invoice date ("**Payment Due Date**"), unless otherwise stated in Seller's documentation. Any Buyer-requested delivery delay solely affects delivery date and will not in any way alter the original Payment Due Date. If Buyer fails to make payment when due, Buyer agrees that Seller may apply a service or finance charge of the lesser of (i) one and one-half percent (1.5%) per month (eighteen percent (18%) per annum), or (ii) the highest rate permitted by applicable law, on the unpaid balance of the invoice from and after the invoice due date. Buyer is responsible for all costs and expenses associated with any checks returned due to insufficient funds. All credit sales are subject to prior approval of Seller's credit department. Export shipments will require payment prior to shipment or an appropriate Letter of Credit. If, during the performance of the Agreement, the financial responsibility or condition of Buyer is such that Seller in good faith deems Buyer insecure, Seller may: (a) request financial assurances; (b) suspend performance and

will not be obligated to continue performance under the Agreement; (c) stop goods in transit and defer or decline to make delivery of goods, except upon receipt of satisfactory security or cash payments in advance; and/or (d) terminate the order per Article 11. Seller also retains any/all rights to enforce payment defaults to the full price of the work completed and in process. Upon default by Buyer in payment when due, if Buyer fails to immediately and without demand pay to Seller the entire amount in default for any and all shipments made to Buyer, irrespective of the applicable terms and/or contract under which those shipments were as a debt due to Seller, Seller may withhold all subsequent shipments until the full amount in default is settled. Acceptance by Seller of less than full payment will not be a waiver of any of its rights hereunder. Buyer may not assign or transfer this Agreement or any interest in it, or monies payable under it, without the prior written consent of Seller and any assignment made without this consent will be null and void.

## 5. Title, Delivery, Risk of Loss, Delay.

Delivery dates are estimates, and time is not of the essence. Unless otherwise specified by Seller, delivery and transfer of risk of loss for shipments to Buyers that are not Related Party Buyers will be made Ex Works (Incoterms 2020), Seller's plant or Distribution Center. Title will pass when risk of loss transfers. If Seller is required to warehouse or store goods on behalf of Buyer, due to a Buyer delay or request (see Article 23), warehouse and storage fees will be applied and payable upon invoice, as will any required maintenance throughout the delay. Risk of loss for all stored goods will be borne by Buyer from the start of this period. Seller has no obligation to the Buyer to arrange insurance while Buyer's goods are in storage at named place, with all such responsibility and insurance to be borne by Buyer accordingly. Seller will not be responsible to Buyer for any loss, whether direct, indirect, incidental or consequential in nature, or for any loss of profits or revenue, or liquidated damages, arising out of or relating to any failure of the goods to be delivered by the specified delivery date. In the absence of specific instructions, Seller will select the carrier. Buyer will reimburse





Seller for the additional cost of its performance resulting from inaccurate or lack of delivery instructions, or by any act or omission on Buyer's part. Any such additional cost may include storage, insurance, protection, re-inspection and delivery expenses. Buyer further agrees that any payment due on delivery will be made on delivery into storage as though goods had been delivered in accordance with the order.

**"Related Party Buyers"** means Buyers, directly or indirectly, owned more than fifty percent (50%) by Xylem Inc. or under significant or joint control by Xylem Inc. For export shipments from the U.S.A. to Related Party Buyers, delivery and transfer of risk of loss for the goods will be DAP (Incoterms 2020), port of destination unless otherwise specified. Related Party Buyer will be importer of record for any customs clearance. For shipments to Related Party Buyers that are not export shipments from the U.S.A., delivery and transfer of risk of loss will be FCA (Incoterms 2020), Seller's plant or Distribution Center unless otherwise specified. For all Related Party Buyer transactions, title will pass to Buyer when risk of loss passes to Buyer.

Buyer grants to Seller a continuing security interest in and a lien upon the goods supplied by Seller under this Agreement and the proceeds thereof (including insurance proceeds), as security for the payment of all such amounts and the performance by Buyer of all of its obligations to Seller under the Agreement and all such other sales, and Buyer will have no right to sell, encumber or dispose of the goods. Buyer's respective insurance policy for any such Seller claim will include a waiver of subrogation in favor of Seller. Buyer will execute any and all financing statements and other documents and instruments and do and perform any and all other acts and things which Seller may consider necessary, desirable, or appropriate to establish, perfect or protect Seller's title, security interest and lien. In addition, Buyer authorizes Seller and its agents and employees to execute any and all such documents and instruments and do and perform any and all such acts and things, at Buyer's expense, in Buyer's name and on its behalf. Such documents and

instruments may also be filed without the signature of Buyer to the extent permitted by law.

**6. Warranty.** Except as provided above, for goods sold by Seller to Buyer(s) that are used by Buyer for personal, family or household purposes, Seller warrants the goods to Buyer on the terms of Seller's limited warranty available on Seller's website. For any other purpose, Seller warrants that the goods sold to Buyer under the Agreement (with the exception of software, membranes, seals, gaskets, elastomer materials, coatings and other "wear parts" or consumables all of which are not warranted except as otherwise provided in the Proposal) will be (i) built in accordance with the specifications referred to in the Proposal, if such specifications are expressly made a part of the Agreement, and (ii) free from defects in material and workmanship for a period of one (1) year from the date of installation or eighteen (18) months from the date of shipment (which date of shipment will not be greater than thirty (30) days after receipt of notice that the goods are ready to ship), whichever occurs first, unless a longer period is specified in the product documentation (the **"Warranty"**). For services, the warranty period will be three (3) months from the date the services are performed unless otherwise expressly set forth in the Proposal or sales form or order acknowledgment.

Seller will, at its option, either repair or replace any goods which fails to conform with the Warranty; provided, however, that under either option, Seller will not be obligated to remove the defective goods or install the replaced or repaired goods and Buyer will be responsible for all other costs, including service costs, shipping fees and expenses.

Buyer's failure to comply with Seller's repair or replacement advice will constitute a waiver of Buyer's rights and render all warranties void. Any parts repaired or replaced by Seller under the Warranty are warranted only for the remaining balance of the warranty period. The Warranty is conditioned on Buyer giving written notice to Seller of any defects in material or workmanship of warranted goods within ten

(10) days, or shorter period as dictated by the issue, of the date when any defects are first manifest. Seller will have no warranty obligations to Buyer with respect to any goods or parts of the goods that: (a) have been repaired by third parties other than Seller or without Seller's written approval; (b) have been subject to misuse, misapplication, neglect, alteration, accident, or physical damage; (c) have been used in a manner contrary to Seller's instructions for installation, operation and maintenance; (d) have been damaged from ordinary wear and tear, corrosion, or chemical attack; (e) have been damaged due to abnormal conditions, vibration, failure to properly prime, or operation without flow; (f) have been damaged due to a defective power supply or improper electrical protection; (g) have been damaged resulting from the use of accessory equipment not sold by Seller or not approved by Seller in connection with goods supplied by Seller hereunder; or (h) not sold by Seller or its authorized supplier. In any case of goods not manufactured by Seller, there is no warranty from Seller; however, Seller will extend to Buyer any warranty received from Seller's supplier of such goods.

**THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, CONDITIONS OR TERMS OF WHATEVER NATURE RELATING TO THE GOODS PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. BUYER'S EXCLUSIVE REMEDY AND SELLER'S AGGREGATE LIABILITY FOR BREACH OF ANY OF THE FOREGOING WARRANTIES ARE LIMITED TO REPAIRING OR REPLACING THE GOODS AND WILL IN ALL CASES BE LIMITED TO THE AMOUNT PAID BY THE BUYER HEREUNDER.**

**7. Inspection.** Buyer will have the right to inspect the goods upon their receipt. When delivery is to Buyer's site or to a project site, Buyer will notify Seller in writing of any apparent shipment shortages, damages, or



nonconformity of the goods within three (3) days from receipt by Buyer, unless a shorter period is required in Seller's Proposal. For all other deliveries, Buyer will notify Seller in writing of any nonconformity with this Agreement within fourteen (14) days from receipt by Buyer. Failure to give such applicable notice will constitute a waiver of Buyer's right to inspect and/or reject the goods for nonconformity and will be equivalent to an irrevocable acceptance of the goods by Buyer. Claims for loss of or damage to goods in transit must be made to the carrier, and not to Seller unless different terms are expressly set forth in Seller's Proposal

**8. SELLER'S LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE PROVIDED BY LAW, IN NO EVENT WILL SELLER'S LIABILITY EXCEED THE AMOUNT PAID BY BUYER UNDER THIS AGREEMENT. SELLER WILL HAVE NO LIABILITY FOR LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME, LOSS OF BUSINESS, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY, LOSS OF REPUTATION, LIQUIDATED, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, TREBLE, OR EXEMPLARY DAMAGES. THE FOREGOING LIMITATIONS OF LIABILITY WILL BE EFFECTIVE WITHOUT REGARD TO SELLER'S ACTS OR OMISSIONS OR NEGLIGENCE OR STRICT LIABILITY IN PERFORMANCE OR NON-PERFORMANCE HEREUNDER.**

To the extent the Agreement provides a specified remedy for a default or breach, the given remedy will be Seller's sole liability and Buyer's sole and exclusive remedy for the default or breach to the exclusion of any and all other remedies that may be available at law, in equity, or otherwise. The terms of this Article 8 survive expiry or termination of the Agreement and prevail over all other provisions contained in the Agreement.

**9. USED GOODS. USED GOODS ARE SOLD IN AN AS IS, WHERE IS CONDITION. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE NATURE, QUALITY OR CONDITION OF THE GOODS, OR ITS SUITABILITY FOR ANY USE,**

**INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS EXPRESSLY AGREED UPON IN WRITING BETWEEN THE PARTIES. SELLER WILL HAVE NO LIABILITY TO BUYER HEREUNDER OR IN CONNECTION WITH THE GOODS, INCLUDING WITHOUT LIMITATION, FOR LOSS OF PROFIT, LOSS OF INCOME, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES.**

**10. Force Majeure.** Seller may cancel, terminate, or suspend this Agreement and Seller will have no liability for any failure to deliver or perform, or for any delay in delivering or performing any obligations, due to acts or omissions of Buyer and/or its contractors, or due to Force Majeure. "Force Majeure" means any event or circumstance beyond Seller's reasonable control, including but not limited to: (A) acts of God, such as natural disasters, drought, fire, flood, earthquake, tsunami; (B) war (declared or undeclared), riots, insurrection, rebellion, acts of the public enemy, acts of terrorism, sabotage, blockades, governmental authorities acts or inactions, embargoes; (C) disease, pandemics, epidemics; (D) currency restrictions; and (E) labor shortages or disputes, unavailability of components, materials, or parts, fuel, power, energy or transportation facilities; failures of suppliers or subcontractors to effect deliveries. In all such cases, the time for performance will be extended in an amount equal to the period necessary for Seller to recover from the event, provided that Seller will, as soon as reasonably practicable after it has actual knowledge of the beginning of any excusable delay, notify Buyer of the delay and of the anticipated duration and consequence thereof; and, to the extent the Force Majeure impacts the pricing specified in the Proposal or Agreement, as the case may be, Seller will notify Buyer of the revised pricing and its basis. Should Buyer reject any such Force Majeure-related pricing increase, the parties will resolve in accordance with the Agreement's dispute resolution process. Seller will resume performance of its obligations hereunder with the least possible delay.

**11. Cancellation; Termination.** Except as otherwise provided in this Agreement, no order may be cancelled on special or made-to-order goods or unless otherwise requested in writing by either party and accepted in writing by the other. If a cancellation is requested by Buyer, Buyer will, within thirty (30) days of such cancellation, pay Seller a cancellation fee, which will include all costs and expenses incurred by Seller prior to the receipt of the request for cancellation including, but not limited to, all commitments to its suppliers, subcontractors and others, all fully burdened labor and overhead expended by Seller, plus a reasonable profit charge. Return of goods will be in accordance with Seller's most current Return Materials Authorization and subject to a minimum fifteen percent (15%) restocking fee, unless otherwise specified.

Notwithstanding anything to the contrary in the Agreement, if the commencement by or against Buyer of any voluntary or involuntary proceedings in bankruptcy or insolvency, or if Buyer will be adjudged bankrupt, make a general assignment for the benefit of its creditors, or if a receiver will be appointed on account of Buyer's insolvency, Seller may, upon providing Buyer notice that has immediate effect upon issuance, terminate the Agreement. If Buyer fails to make any payment when due under this Agreement, or if Buyer does not correct or, if immediate correction is not possible, commence and diligently continue action to correct any default of Buyer to comply with any of the provisions or requirements of this Agreement within ten (10) calendar days after being notified in writing of such default by Seller, Seller may, by written notice to Buyer, without prejudice to any other rights or remedies which Seller may have, terminate its further performance of this Agreement. If any termination under this Article 11, Seller will be entitled to receive payment as if Buyer has cancelled the Agreement as per the preceding paragraph immediately and without notice as a debt due. Seller may nevertheless elect to complete its performance of this Agreement by any means it chooses. Buyer agrees to be responsible for any additional costs incurred by Seller in so doing. Upon



termination of this Agreement, the rights, obligations and liabilities of the parties which will have arisen or been incurred under this Agreement prior to its termination will survive such termination.

**12. Drawings.** All drawings are the property of Seller. Seller does not supply detailed or shop working drawings of the goods; however, Seller will supply necessary installation drawings. The drawings and bulletin illustrations submitted with Seller's Proposal show general type, arrangement and approximate dimensions of the goods to be furnished for Buyer's information only and Seller makes no representation or warranty regarding their accuracy. Unless expressly stated to the contrary within the Proposal, all drawings, illustrations, specifications or diagrams form no part of this Agreement. Seller reserves the right to alter such details in design or arrangement of its goods which, in its judgment, constitute an improvement in construction, application or operation. After Buyer's acceptance of this Agreement, any changes in the type of goods, the arrangement of the goods, or application of the goods requested by Buyer will be made at Buyer's expense.

**13. Confidential Information.** Seller's designs, illustrations, drawings, specifications, technical data, catalogues, "know-how", economic or other business or manufacturing information (collectively, "Confidential Information") disclosed to Buyer will be deemed proprietary and confidential to Seller. Buyer agrees not to disclose, use, or reproduce any Confidential Information without first having obtained Seller's written consent. Buyer's agreement to refrain from disclosing, using or reproducing Confidential Information will survive completion of the work under this Agreement. Buyer acknowledges that its improper disclosure of Confidential Information to any third party will result in Seller's suffering irreparable harm. Seller may also seek injunctive or equitable relief to prevent Buyer's unauthorized disclosure.

**14. Installation and Start-up.** Unless otherwise agreed to in writing by Seller, installation will be the sole responsibility of Buyer. Where start-up service is required

with respect to the goods purchased hereunder, it must be performed by Seller's authorized personnel or agents; otherwise, the warranty is void. If Buyer has engaged Seller to provide an engineer for start-up advisory services such engineer will function in an advisory capacity only and Seller will have no responsibility for the quality of workmanship of the installation. In any event, Buyer understands and agrees that it will furnish, at Buyer's expense, all necessary foundations, supplies, labor and facilities that might be required to install and operate the goods.

**15. Specifications; Back-charges.** Changes in specifications requested by Buyer are subject to Seller's written approval. If such changes are approved, the price for the goods and the delivery schedule will be changed to reflect such changes. Buyer will not make purchases, nor will Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

**16. Buyer's Warranty.** Buyer warrants the accuracy of any and all information relating to the details of its operating conditions, including influent quality, temperatures, pressures, and where applicable, the nature of all hazardous materials. Seller can justifiably rely upon the accuracy of Buyer's information in its performance. Should Buyer's information prove inaccurate, Buyer agrees to reimburse Seller for any losses, liabilities, damages and expenses that Seller may have incurred as a result of any inaccurate information provided by Buyer to Seller.

**17. Product Recalls.** In cases where Buyer purchases for resale, Buyer will take all reasonable steps (including those measures prescribed by the Seller) to ensure: (a) all customers of the Buyer and authorized repairers who own or use affected goods are advised of every applicable recall campaign of which the Buyer is notified by the Seller; and (b) modifications notified to Buyer by Seller by means of service campaigns, recall campaigns, service programs or otherwise are made with respect to any goods sold or serviced by Buyer to its customers or authorized repairers. Should Buyer fail to perform any

of the actions required under this obligation, Seller will have the right to obtain names and addresses of the Buyer's customers from Buyer and Seller will be entitled to get into direct contact with such customers.

**18. GOVERNING LAW.** THE TERMS OF THIS AGREEMENT AND ALL RIGHTS AND OBLIGATIONS HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE JURISDICTION WHERE SELLER'S OFFICE IS LOCATED TO WHICH THIS ORDER HAS BEEN SUBMITTED (WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAWS). THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER WILL NOT BE GOVERNED BY THE 1980 U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS. THIS ARTICLE 18 WILL SURVIVE ANY TERMINATION, CANCELLATION, OR EXPIRATION OF THE AGREEMENT.

**19. DISPUTE RESOLUTION.** Prior to the commencement of any litigation, in the event of any dispute between the Buyer and Seller arising out of or in connection with the Agreement or the good or services contemplated therein; Buyer and Seller agree to first make a good faith effort to resolve the dispute informally. The first attempt at dispute resolution shall be made by the technical project managers (or equivalent) of the parties. Should resolution not be reached within ten (10) business days, senior management of both parties will attempt to resolve the dispute. If the parties are still unable to resolve the dispute, the dispute will be sent to litigation. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY IRREVOCABLY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT

**20. Export Regulation.** Seller's goods, including any software, documentation and any related technical data included with, or contained in, or utilized by such goods or deliverables, may be subject to applicable export laws and regulations, including United States Export Administration Regulations and Buyer will comply with all such applicable laws and regulations. In particular, the Buyer will not, and will not



permit any third parties to, directly or indirectly, export, re-export or release any goods to any jurisdiction or country to which, or any party to whom, the export, re-export or release of any goods is prohibited by applicable law, regulation or rule. The Buyer will be responsible for any breach of this Article 20.

**21. Privacy and Customer Data.** Buyer acknowledges that Seller may collect and process personal data for the purposes outlined in the Agreement. Seller's data privacy policy is available at <https://www.xylem.com/en-us/support/privacy/>. Buyer acknowledges that it has read and understood Seller's privacy policy and agrees to the use of personal data outlined herein. The collection and use of personal data by Buyer is Buyer's responsibility. Some Seller goods are equipped with cloud communication capability resulting in these goods automatically transmitting, on an encrypted basis, data to Seller's X-Cloud. Unless otherwise specified in the Agreement, Buyer agrees and authorizes Seller to indefinitely store any data collected from Seller goods ("**Customer Data**") on Seller's hardware, software, networking, storage, and related technology. Buyer grants Seller and Seller's affiliates a worldwide, royalty-free, non-exclusive, irrevocable right and license to access, store and use such Customer Data to: (a) provide services; (b) analyze and improve services; (c) analyze and improve any Seller or affiliate goods or software; and (d) for any other internal use, provided any such internal use is limited to using the Customer Data in an aggregated and anonymized manner that cannot be reconstituted as Buyer's Customer Data.

**22. Titles; Waiver; Severability.** The article titles are for reference only and will not limit or restrict the interpretation or construction of this Agreement. Seller's failure to insist, in any one or more instances, upon Buyer's performance of this Agreement, or to exercise any rights conferred, will not constitute a waiver or relinquishment of any such right or right to insist upon Buyer's performance in any other regard. The partial or complete invalidity of any one or more provisions of this Agreement will not affect

the validity or continuing force and effect of any other provision.

**23. Changes.** Any requested change(s) to the work set forth in this Agreement, including to the delivery schedule, requires the parties to enter into a written change order that contains a description of the change(s) and all other applicable terms, including change in price, storage fees, and/or delivery schedule ("**Change Order**"). A Change Order may be requested by either party. For any Buyer-related change to the delivery schedule, including any due to a Buyer delay, the parties will enter into a Change Order and any such Change Order will state the revised delivery date(s), the revised Agreement price, storage and maintenance fees, and all other respective revisions. Seller will not be obliged to proceed with any change and no such change will be binding or have any effect on Seller or this Agreement unless/until the parties enter into a Change Order; provided, however, that if Seller must store goods due to a buyer delay, all associated risk, expenses, and fee will nonetheless be borne by Buyer from the beginning of the delay period. Should Seller's ability to proceed with the work be altered by Buyer's delay in entering into a Change Order, Seller also will be entitled to assess late fees and suspend performance of all work for the period of delay.

Agreed to by: \_\_\_\_\_  
Signature

## ***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:**

Evoqua Water Technologies

#### **Description of Services or Supplies provided by Vendor:**

Evoqua Water Technologies is the OEM for the traveling water screens for the intake system at NGS.



**Certification:**

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

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

☒ **Single Source Procurement.** Please state which subsection of Section 3-112 above applies to this Single Source Procurement: 312(b)

Is this Single Source also a Ratification? ☐ Yes ☒ No If yes, explain

OR

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

Is this Emergency also a Ratification? ☐ Yes ☒ No If yes, explain

Ricky Erixton

Digitally signed by Ricky Erixton  
Date: 2025.04.10 07:53:59 -04'00'

4/10/2025

**Signature of JEA Business Unit Chief (or designee)**

Ricky Erixton

**Name of JEA Business Unit Chief (or designee)**

**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.**