

Welcome to the

Awards Meeting

August 7, 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, 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** if you experience any technical difficulties during the meeting.

JEA Awards Agenda August 7, 2025 225 North Pearl St., Jacksonville, FL 32202 - Hydrangea Room 1st Floor Teams Meeting Info												
Consent Agenda												
The Chief Procurement Officer offers the following items for the JEA Awards Consent Agenda. Any item may be moved from the Consent Agenda to the Regular Agenda by a committee member asking that the item be considered separately. All items on the Consent agenda have been approved by OGC, Budget and the Business Unit Vice President and Chief. The posting of this agenda serves as an official notice of JEA's intended decision for all recommended actions for Formal 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	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 07/24/2025 Meeting	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	Contract Increase	11411645246 - Business Excellence Consulting Services	Crawford	William J. Kemp dba K3 Strategies, LLC	O&M	\$150,000.00	\$150,000.00	\$690,000.00	\$840,000.00	N/A	Project Completion: End Date: 10/31/2025	N
	Originally Awarded: 08/27/2024 For additional information contact: Elaine Selders This award requests a contract increase for Business Excellence Consulting Services. The K3 Strategies, LLC contract was originally awarded by the JEA Board of Directors on 08/27/2024 in the amount of \$690,000.00. On 05/27/2025, K3 Strategies completed their Phase 1 presentation, and the Board of Directors authorized the Managing Director/CEO, or her designee, to negotiate a scope and fee for Phase 2 follow-up work. The resolution further authorized the Managing Director/CEO to present the contract amendment to the JEA Awards Committee for approval. This request is to award a contract increase to K3 Strategies to complete Phase 2 services in the amount of \$150,000.00. During Phase 2, K3 Strategies will provide strategy oversight and review. The award amount is based on a fixed monthly fee which is outlined in the Phase 2 proposal provided as back-up to this award.											
3	Contract Increase	1410901246 Well Services - Repair and Maintenance	Zammataro	Complete Services Well Drilling, Inc.	Capital	\$660,407.32	\$660,407.32	\$500,000.00	\$1,541,407.32	8/19/2024 - \$50,000.00 2/3/2025 - \$331,000.00	Three (3) Years w/Two (2) - 1 Yr. Renewals Start Date: 02/02/2023 End Date: 02/01/2026 Two (2) Renewals Remaining	Y Complete Services is JSEB Certified - 100%
	For additional information contact: Darriel Brown. This request for a contract increase is for well repair and maintenance services. The scope of work includes providing all labor, materials, and services necessary to support the operational reliability and disaster recovery of JEA's water wells and water treatment plants. Tasks include emergency mobilization, well pump repairs, removal and installation of well pumps, drawdown testing, video logging, geophysical logging, on-site pump evaluations, and well chlorination and flushing. This contract has proven effective in expediting well repairs and restoring critical water supply components to service as quickly as possible. The increased contract spend is due to a higher volume of critical repairs and the procurement of spare parts. Rates remain fixed, and the additional funding is expected to meet operational needs through the remainder of the contract term.											
4	Invitation to Bid (IFB)	1412022246 (IFB) Brandy Branch Generating Station B52/B53 Start-up Silencer Replacement	Erixon	W.W. Gay Mechanical Contractors, Inc.	Capital	\$915,000.00	\$915,037.00	N/A	\$915,037.00	N/A	Project Completion Start Date: 08/07/2025 End Date: 04/15/2026	N
	Advertised: 07/23/2025 Opened: 07/30/2025 Four (4) bids received: W. W. Gay Mechanical Contractors, Inc. \$915,037.00 Durr Universal, Inc. \$1,070,998.00 Energylink US, Inc. \$1,085,200.00 SVI Dynamics \$1,549,300.00 For additional information contact Jason Behr. This award is for the replacement of the B52 and B53 silencers at Brandy Branch Generating Station. The selected contractor will be responsible for the full scope of work which includes engineering, design, performance analysis, fabrication, and installation of eight (8) new steam startup vent silencers. These silencers are located on the high-pressure (HP), intermediate-pressure (IP), low-pressure (LP), and reheat (RH) piping systems, as outlined in the technical specifications. The scope also includes removal and demolition of the existing silencers. The contractor will provide all necessary labor, supervision, materials, cranes, and equipment to engineer, fabricate, deliver, offload, and install the new silencers for the Nooter Eriksen Heat Recovery Steam Generators (HRSGs). This project marks the first replacement of these silencers since the units were originally installed. The solicitation was initially released in June with a 40-day bid window. However, all submitted bids exceeded the project's budget estimate. Upon review, the business unit identified that advancements in material technology could support the use of lighter and stronger alternatives, eliminating the need for a like-for-like replacement as originally specified. As a result, the original solicitation was rescinded, technical specifications were revised to allow for alternative materials and design solutions that meet the same operational requirements while potentially delivering greater value to JEA, and a new solicitation was issued which resulted in this award. All but one vendor returned with significantly lower bids, with WW Gay submitting the lowest. This approach resulted in a cost savings of \$172,936 compared to the original round of bids and is deemed justifiable and in line with original budget estimates.											
5	Renewal	1410804046 Sanitary Sewer Manhole Structural Rehabilitation and Repair	Zammataro	Vortex Services, LLC	Capital	\$2,000,000.00	\$2,000,000.00	\$3,000,000.00	\$5,930,000.00	11/21/2024 - \$300,000.00 01/16/2025 - \$630,000.00	Three (3) Years w/Two (2) - 1 Yr. Renewals Start Date: 10/01/2022 End Date: 09/30/2026 One (1) Renewal Remaining	N
	Last awarded: 01/16/2025 For additional information contact: Dan Kruck The scope of work for this contract includes construction services for the sealing, resealing, coating, repair, and rehabilitation of sanitary sewer manholes within JEA's service territory, which encompasses Duval County and surrounding areas. Incidental work related to these activities is also included. This request seeks to exercise the first one-year renewal option. Vortex Services has performed well during the initial contract term. The unit prices have been fixed throughout the term of the contract and are not increasing for this renewal period.											
Consent Agenda Action												
Committee Members in Attendance	Names											
Motion by:												
Second By:												
Committee Decision												

Regular Agenda												
Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Award Amount	Business Unit Estimate	Original Award Amount	New Not-to-Exceed	Amendments	Term	JSEB Participation (Y/N) If Y, then list company name(s) (% , \$ - awarded)	Action
1	Request for Proposal (RFP)	1411901047 - Design Services for Westlake Expansion from 3.0 to 7.0 MGD	Zammataro	Jacobs Engineering Group Inc.	\$2,820,316.00	\$2,900,000.00	N/A	\$2,820,316.00	N/A	Project Completion Start Date: 08/21/2025 End Date:07/11/2030	Y Four Waters Engineering (Stormwater) - \$118,435.00 CSI Geo, Inc. (Geotech) - \$26,617.25 Landwise Design, Inc. (Landscape Architecture) - \$39,970.00 Complete Services Well Drilling, Inc. (Constructability Review) - \$10,000.00	Motion by: Second by: Committee Decision:
	Advertised: 12/23/2024 Opened: 02/11/2025 Two (2) Responses Received Public Evaluation Meeting: 03/19/2025 1- Jacobs 2- Ardura For additional information contact: Marline McDonald The scope of services for the Westlake Water Treatment Plant (WTP) Expansion project includes comprehensive engineering support for the design, permitting, and construction phases of a new 7.0 MGD WTP, which will replace the existing 3.0 MGD facility at the same location. The new facility will include: a high-service pump building with four variable frequency drive pumps and an electrical/control room; a sodium hypochlorite storage and pumping system; an emergency power generator with a fuel storage tank; a 2.0 MG water storage tank with tray aerators; a new 2,500 GPM water production well; and demolition of the existing WTP. The hourly rates in this contract are consistent with those used in previous agreements. The overall fee has been compared against past projects and determined to be reasonable.											
2	Rescind	1411995046 - Government Relations Consulting Services	Wilson	The Arrow Group The Vogel Group, LLC	\$144,000.00 - The Arrow Group \$216,000.00 - The Vogel Group	\$238,500.00	N/A	N/A	N/A	N/A	N	Motion by: Second by: Committee Decision:
	For additional information contact: Elaine Selders This request is for approval to rescind the Intent to Award for Solicitation 1411995046 - Government Relations Consulting Services. JEA issued an RFP on 06/09/2025 and received four responses on 6/24/2025. A public evaluation meeting was held on 07/14/2025 and an intent to award was sent out to The Arrow Group and The Vogel Group on 07/15/2025. The decision has been made that it is in JEA's best interest to rescind this award, make changes to the technical specifications and re-solicit these service in FY26. JEA intends to renew our current agreement with The Vogel Group and extend our current agreement with Gray Robinson PA for nine months.											
Consent and Regular Agenda Signatures												
Budget	Name/Title _____											
Awards Chairman	Name/Title _____											
Procurement	Name/Title _____											
Legal	Name/Title _____											

Award #1 Supporting Documents 08/07/2025

JEA Awards Agenda

July 24, 2025

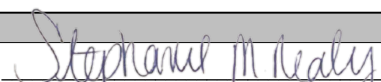
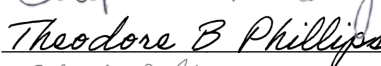

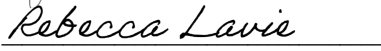
225 North Pearl St., Jacksonville, FL 32202 - Board Room 1st Floor

[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	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 07/17/2025 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	1411984846 Regulated Facility Landscape Maintenance Services - Former St. Johns River Power Park	Brooks	J&D Maintenance & Services of North Florida, LLC	O&M	\$500,000.00	\$496,946.00	N/A	\$496,946.00	N/A	One (1) Year w/Two (2) - 1 Yr. Renewals Start: 08/15/2026 End: 08/14/2027	Y J&D Maintenance and Services \$496,946.00
	Advised: 5/9/2025 Opened 6/17/2025 Two (2) bids received: J & D Maintenance and Services \$496,946.00 Marietta Sand Corporation \$1,115,907.41 For additional information contact David King The scope of work includes landscape maintenance services required at the former St. Johns River Power Park, including mowing, vegetation control, pond maintenance, and inspection support across three regulated closed landfills and associated monitoring well networks. The contractor will provide all labor, equipment, and EPA-approved products, adhere to strict safety and environmental standards, maintain compliance with local, state, and federal regulations, and respond promptly to remediation and inspection requirements. Due to the specialized nature of this service, only two bids were received. JEA staff reviewed the proposed pricing and determined it to be reasonable.											
3	PIGGYBACK - Florida NASPO State Contract	JEA: CISCO Catalyst 9400 Switches, Wireless Equipment and Licensing for COLOGIX	Selders	Presidio Networked Solutions, LLC.	Capital	\$400,000.00	\$325,101.16	N/A	\$325,101.16	N/A	One-Time Purchase	N
	For additional information contact Angel Love This request is to initiate the purchase of network hardware and associated licensing to support our annual equipment lifecycle replacement process. This purchase includes both network switches and wireless infrastructure components that are critical to maintaining the performance, availability, and reliability of our enterprise network. The quoted pricing reflects a 10-15% reduction compared to previous purchases, delivering cost efficiencies. In addition, several items have been upgraded to their latest available versions, further enhancing functionality and long-term supportability. The planned replacements are part of our proactive lifecycle management strategy, which is essential to minimizing technical debt and ensuring we avoid the risks associated with aging hardware. As network infrastructure approaches end-of-life or end-of-support, it becomes increasingly difficult and costly to maintain, less compatible with modern technologies, and more vulnerable to security threats. Timely replacement allows us to stay current with vendor-supported firmware, patches, and features that directly impact system stability and security posture. From a cybersecurity perspective, outdated infrastructure poses significant risk. Unsupported devices may no longer receive critical security updates, making them susceptible to known vulnerabilities that cannot be mitigated. Modern infrastructure not only enhances performance but also enables the adoption of advanced security capabilities, such as network segmentation, zero-trust readiness, and improved visibility for threat detection. This investment aligns with our strategic goals to maintain a secure, resilient, and supportable IT environment. This award piggybacks off Florida National Association of State Procurement Officials (NASPO) ValuePoint Cisco AR3227 FL# 43220000-NASPO-19-ACS Term: 06/09/2021-09/30/2026.											
4	Contract Increase	1411934848 TRAPF006 - One-Time Purchase for JEA Inventory	Phillips	VanTran Industries, Inc.	Inventory	\$500,000.00	\$163,400.00	\$360,600.00	\$524,000.00	N/A	Project Completion Start Date: 04/03/2025 End Date: 11/21/2025	N
	For additional information contact Lynn Rix This contract covers the purchase of two (2) TRAPF006 transformers (3750 KVA, 13200V/7620V primary, 4160V/2400V secondary, 3-phase, pad-mounted) for the Hogan Chiller Plant. Upon review of the final drawings by VanTran, JEA and Vantran have identified needs for several modifications to original planned designs. These included the addition of \$4,500.00 for required testing that was outlined in the Solicitation but not initially quoted, and an upgrade from mild steel to stainless steel enclosures at an added cost of \$77,700.00 per unit. The use of stainless steel in padmount transformers is critical for corrosion protection in our operational environment. Despite these additional costs, the total price remains below the second-lowest bid of \$529,797.44 and is considered fair and reasonable.											
5	PIGGYBACK - Florida NASPO State Contract	Cisco Unified Computing System (UCS) Xcellerate Data Center Server - Includes server hardware, virtualization support, switching fabric, and management software	Selders	Netsync Network Solutions, Inc.	Capital	\$400,000.00	\$560,954.98	N/A	\$560,954.98	N/A	One-Time Purchase	N
	For additional information contact Angel Love JEA's current FMS OpenGrid system used for outage management and work management by our field staff no longer meets the operational and performance needs of the business. To address this, the system is being upgraded and modernized through the deployment of the latest version of the OpenGrid application on a completely new IT infrastructure platform. This modernization effort is not just a software upgrade it is a critical investment in JEA's foundational infrastructure. The legacy hardware and software currently supporting OpenGrid are outdated and no longer supported by vendors, posing increasing risks to system stability, performance, and cybersecurity. By replacing this obsolete infrastructure, JEA is reducing organizational risk, eliminating technical debt, and aligning with best practices for operational resiliency. The new infrastructure being procured will support the Development, QA (Quality Assurance), and Production environments required for the upgraded OpenGrid application. This environment is being designed with a focus on security, redundancy, and resiliency ensuring that the platform not only meets current performance requirements but is scalable for future needs. The new hardware will be vendor-supported and configured for high availability and improved fault tolerance, providing a strong foundation for one of JEA's most critical operational systems. The price exceeds the business unit's estimate due to additional equipment required to meet performance capacity. This award piggybacks off Florida National Association of State Procurement Officials (NASPO) ValuePoint Cisco AR3227 FL# 43220000-NASPO-19-ACS Term: 06/09/2021-09/30/2026.											

Award #1 Supporting Documents 08/07/2025													
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	Single Source	CGI- Managed Service	Selders	CGI Technologies and Solutions Inc.	\$1,863,735.00	\$1,800,000.00	N/A	\$1,863,735.00	N/A	Three (3) Years Start: 08/01/2025 End: 07/31/2028	N	<div>Motion by: Ricky Erixton</div> <div>Second by: Jordan Pope</div> <div>Committee Decision: Approved</div>	
	For additional information contact Angel Love												
	<p>This request is for a Managed Service agreement with CGI in support of JEA's OpenGrid FMS Platform, covering both the current environment and the post-upgrade configuration within the OpenGrid application suite. CGI will be responsible for installing, configuring, maintaining, and supporting all CGI Software across various FMS environments including production, QA, development, and potentially a new project environment. CGI will deliver full-spectrum support, including monitoring, system management, third-party integration maintenance, and change management in alignment with JEA's procedures. They will actively participate in Agile processes, utilize JEA's tools and help desk systems, and ensure timely resolution of incidents following defined service levels. Monitoring, documentation updates, and software fixes will be regularly provided, with CGI responsible for coordinating software releases, change orders, and disaster recovery planning. Support also includes working with JEA to manage and address security vulnerabilities, overseeing backup strategies, and maintaining documentation. CGI will ensure compliance with JEA's information governance policies and participate in Major Incident Response Team (MIRT) events when necessary. CGI will also assist in resolving network-related issues in good faith. All ticketing and incident management will be handled through JEA's ServiceNow system, and CGI will coordinate with relevant JEA departments to uphold service expectations and system integrity across the FMS landscape.</p> <p>At project inception, a single-source justification was submitted for the system upgrade, identifying CGI as the exclusive provider of system integration services. This same rationale applies to the managed services engagement, as CGI remains the only authorized managed services and support provider for this platform. The \$63,735 budget shortage is being cover by O&M cost center B0900.</p>												
	<p>DISCUSSION/ACTION: Ted Phillips, Cindy Edgar</p> <p>DISCUSSION/ACTION PARTICIPANTS: CGI is the sole-source vendor for this engagement as they are the original developer and exclusive provider of our FMS system, Open Grid, with no third-party integrators or alternative implementers available. We are currently upgrading the system with CGI, and upon completion, will transition into a three-year managed services agreement to ensure continued platform support. This agreement marks a shift in our approach, as managed services have not been widely used within our organization previously.</p>												
2	Emergency	Circuit 642 POT Head Repairs at Water Street Substation	Erixton	W.A. Chester, LLC	\$393,771.00	\$393,771.00	N/A	\$393,771.00	N/A	Project Completion: Start Date: 07/21/2025 End Date: 08/21/2025	No	<div>Motion by: Jordan Pope</div> <div>Second by: Ricky Erixton</div> <div>Committee Decision: Approved</div>	
	Emergency Ratification For additional information contact Victoria Holloway												
	<p>A significant oil leak occurred at the Georgia Street and Water Street electric substations, requiring immediate intervention on Circuit 642, a 69 kV high-pressure fluid-filled pipe-type cable. Due to the urgency of the situation and the specialized nature of the repair, W.A. Chester was engaged to perform the work. They were selected based on their expertise, their availability to respond immediately, and their proven track record with JEA, having successfully completed similar pipe-type cable projects in the past.</p> <p>Timely repair was critical to prevent a total loss of pressure, which could have resulted in extensive damage and the costly replacement of the cable. W.A. Chester's prompt response helped mitigate these risks and ensure continued system reliability.</p>												
	<p>DISCUSSION/ACTION: Ted Phillips, Sebastian Chmist, Ricky Erixton</p> <p>DISCUSSION/ACTION PARTICIPANTS: The project originated from Operations and Maintenance (O&M) due to a cracked isolator ring causing a significant oil leak in the transmission circuit. WA Chesser was engaged to implement a temporary fix, reducing system pressure to mitigate the leak, while a permanent repair requires disassembling the gas-insulated switchgear, replacing components, and reassembling the system. The original \$25,000 purchase order has now increased to approximately \$393,000 following the assessment, with additional change orders anticipated as we coordinate with WHS and Hitachi for part manufacturing, SF6 gas handling, and full system restoration once all components are on site.</p>												
3	Contract Increase	1410703646 - Progressive Design-Build Services for Production Wells	Zammataro	Jacobs Project Management Co.	\$1,270,763.00	\$1,300,763.00	\$5,019,970.00	\$10,140,159.00	05/08/2025 - \$3,849,526.00	Five (5) Years w/Two (2) - 1 Yr. Renewals Start: 05/31/2023 End: 05/30/2028	N	<div>Motion by: Ricky Erixton</div> <div>Second by: Jordan Pope</div> <div>Committee Decision: Approved</div>	
	Last awarded: 05/08/2025 For additional information contact Marline McDonald												
	<p>The scope of work for this project includes the design, permitting, and construction of water production and augmentation wells to supply raw water to JEA's system using the Progressive Design-Build (PDB) delivery method. The consultant/contractor team provides both engineering and construction services to support the development and execution of these well projects. This contract increase specifically covers the construction of a replacement wellhead for the Norwood Water Treatment Plant Well No. 1 and includes electrical and instrumentation and control, associated raw water piping, mechanical appurtenances, and site/civil improvements. It also includes the purchase, installation, and startup services for one new production pump with a design capacity of 2,000 gallons per minute.</p> <p>The rates for this work are consistent with those in the original contract. JEA project staff reviewed the total proposed costs and determined them to be reasonable based on comparisons with similar past JEA projects.</p>												
	<p>DISCUSSION/ACTION: Ted Phillips, Dan Kruck</p> <p>DISCUSSION/ACTION PARTICIPANTS: This funding is part of the planned scope under the progressive design-build approach, where costs are added incrementally as the project advances. It is not the result of an unforeseen issue or unexpected condition. The additional funding aligns with the original project plan and anticipated phases.</p>												
Informational Items													
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1													
	Owner Direct Purchase - Overview												
Consent and Regular Agenda Signatures													
Budget	Name/Title												
Awards Chairman	Name/Title												
Procurement	Name/Title												
Legal	Name/Title												



BOARD RESOLUTION: 2024-52

August 27, 2024

A RESOLUTION AWARDING JEA SOLICITATION NUMBER 1411645246, INVITATION TO NEGOTIATE FOR BUSINESS EXCELLENCE CONSULTING SERVICES TO THE TOP RANKED RESPONDENT AS PROVIDED HEREIN AND AUTHORIZING THE INTERIM MANAGING DIRECTOR/CEO, OR HER DESIGNEE, TO EXECUTE A CONTRACT FOR THE PERFORMANCE OF THE SERVICES IN ACCORDANCE WITH THE SOLICITATION

WHEREAS, on March 21, 2024, JEA issued JEA Solicitation Number 1411645246, Invitation to Negotiate for Business Excellence Consulting Services (the ITN); and

WHEREAS, in a publicly noticed meeting, the JEA Board of Directors ranked K3 Strategies, LLC (the Company) as the highest ranked respondent to the ITN; and

WHEREAS, the scope of services under the award will be to review JEA business segments and processes to identify projects to increase efficiencies, reducing unnecessary expenditures, and reducing overall operational and capital costs consistent with the project details set forth in the ITN; and

WHEREAS, JEA desires to enter into contract negotiations with the Company in order to set forth the terms and conditions under which the Company will provide the scope of services; and

WHEREAS, JEA has determined that entering into an contract with the Company in accordance with the ITN is desirable in order for JEA to carry out its powers and duties as set forth in its Charter.

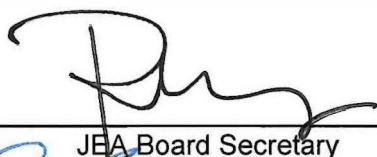
NOW THEREFORE, BE IT RESOLVED by the JEA Board of Directors that:

1. The above recitals are incorporated by reference into the body of this resolution and are incorporated as findings of fact.
2. The Board of Directors hereby awards JEA Solicitation Number 1411645246, Invitation To Negotiate For Business Excellence Consulting Services, to K3 Strategies, LLC (the Company) as the top ranked respondent to the ITN. The Chief Procurement Officer, or her designee, is directed to take all necessary steps to implement the award.
3. The Interim Managing Director/CEO, or her designee, is authorized to execute a contract in substantially the same form and format as provided in the ITN and in an amount not to exceed \$690,000.00 with the Company to perform the services as set forth in the ITN. In the event the Company fails to execute a contract in accordance with JEA's requirements, the Chief Procurement Officer, or her designee, is authorized to rescind the award and enter into negotiations with the second ranked respondent to the ITN.
4. To the extent there are typographical, clerical, or administrative errors that do not affect the tone, tenor, or context of this resolution, such errors may be corrected without further authorization from the Board of Directors.
5. This Resolution shall be effective immediately upon passage.

Dated this 27th day of August, 2024.



JEA Board Chair



JEA Board Secretary

Form Approved by



Office of General Counsel

VOTE	
In Favor	5
Opposed	0
Abstained	0



BOARD RESOLUTION: 2025-31

May 27, 2025

A RESOLUTION AUTHORIZING THE MANAGING DIRECTOR/CEO, OR HER DESIGNEE, TO NEGOTIATE A SCOPE AND FEE FOR PHASE 2 FOLLOW-UP WORK FOR JEA SOLICITATION NUMBER 1411645246, INVITATION TO NEGOTIATE FOR BUSINESS EXCELLENCE CONSULTING SERVICES AND TO PRESENT A CONTRACT AMENDMENT TO THE JEA AWARDS COMMITTEE FOR APPROVAL

WHEREAS, on March 21, 2024, JEA issued JEA Solicitation Number 1411645246, Invitation to Negotiate for Business Excellence Consulting Services (the ITN); and

WHEREAS, in a publicly noticed meeting, the JEA Board of Directors ranked K3 Strategies, LLC (K3) as the highest ranked respondent to the ITN; and

WHEREAS, K3 has provided the services to JEA as set forth in the Phase 1 Workplan contained in the contract entered into between JEA and K3 on October 23, 2024 (the Original Contract); and

WHEREAS, JEA wishes to enter into negotiations with K3 to develop a scope of work as a follow-up to K3's Phase 1 findings and the development of a strategic mission and vision for JEA (the Phase 2 Services); and

WHEREAS, JEA has determined that amending the Original Contract to include the Phase 2 Services is desirable in order for JEA to carry out its powers and duties as set forth in its Charter.

NOW THEREFORE, BE IT RESOLVED by the JEA Board of Directors that:

1. The above recitals are incorporated by reference into the body of this resolution and are incorporated as findings of fact.
2. The Board of Directors hereby authorizes the Managing Director/CEO, or her designee, to negotiate a contract amendment to the Original Contract for Phase 2 follow-up work to include but not limited to findings associated with Phase 1 and to aid in the development of strategic mission and vision for JEA. Once a scope and fee is negotiated, the Board of Directors further authorizes the Managing Director/CEO to present the contract amendment to the JEA Awards Committee for approval.
3. To the extent there are typographical, clerical, or administrative errors that do not affect the tone, tenor, or context of this resolution, such errors may be corrected without further authorization from the Board of Directors.
4. This Resolution shall be effective immediately upon passage.

Dated this 27th day of May 2025.



JEA Board Chair



JEA Board Secretary

Form Approved by



Office of General Counsel

VOTE	
In Favor	6
Opposed	0
Abstained	0

**CONTRACT
BETWEEN
JEA
AND
K3 STRATEGIES, LLC
JEA CONTRACT #JEA12170
AMENDMENT 1**

This **AMENDMENT 1** applies to the **CONTRACT** between **JEA** and **K3 STRATEGIES, LLC** (“**Company**”) for “Business Excellence Consulting Services,” which was executed finally on October 28, 2024.

WHEREAS, JEA has requested assistance related to Phase 2 of its Business Excellence program; and

WHEREAS, such Phase 2 assistance was contemplated but not included in the Phase 1 scope of services defined in the **CONTRACT**;

NOW THEREFORE, in consideration of the mutual covenants contained below and in the **CONTRACT** that is amended, JEA and Company agree on this th day of August, 2025 (“Effective Date”) as follows:

1. **Engagement and Performance of Work.** JEA engages Company to perform the Work, and Company shall perform the Work in accordance with the terms and conditions of this Amendment 1, including the workplan, roles/responsibilities, and staffing plan submitted by Company on July 30, 2025 and attached to this Amendment 1 as Exhibit A-1.
2. **Compensation.** JEA shall pay the Company for the Work in accordance with the terms of the Solicitation and the pricing attached to this Amendment 1 as Exhibit B-1.
3. **Maximum Indebtedness.** JEA’s maximum indebtedness for all fees, costs, expenses and all other amounts payable under this Amendment 1 shall be a fixed monetary amount not-to-exceed **One Hundred Fifty Thousand and 00/100 Dollars (\$150,000)**. All amounts payable under this Amendment 1 are contingent upon the existence of lawfully appropriated funds therefor.
4. **Term.** The term of this Amendment 1 shall commence on the Effective Date and shall continue through “**Project Completion**”, unless sooner terminated in accordance with the terms of the Solicitation.
5. **Amendment 1 Documents.** This Amendment 1 consists of the following documents which are incorporated by reference as if fully set forth herein and which, in case of conflict, shall have priority in the order listed below:

- This document (including all attachments and exhibits hereto), as modified by any subsequently signed amendments
- JEA Purchase Order

6. **Additional Provisions.** The following provisions are added to the terms and conditions contained in the Solicitation:

“Travel costs incurred by Company within the proposed scope shall be borne by Company and recovered as part of the total fixed fee.”

7. **Notices.** All notices under this Contract shall be in writing and shall be delivered by email (delivery receipt requested), certified mail (return receipt requested), or by other delivery with receipt to the following:

As to JEA:

JEA
225 N. Pearl Street
Jacksonville, Florida 32202
Attn: _____
Email: _____

and to:

JEA
225 N. Pearl Street
Jacksonville, Florida 32202
Attn: Heather Beard, Procurement Contract Administration
bearhb@jea.com

As to the Company:

K3 STRATEGIES, LLC
7589 Seth Raynor Place, Sarasota, Florida 34240
Attn: William Kemp
Email: bill.kemp@k3strategies.com

8. **Authority.** Company represents and warrants to JEA that Company has full right and authority to execute and perform its obligations under this Amendment 1, and Company and the person(s) signing this Amendment 1 on Company's behalf represent and warrant to JEA that such person(s) are duly authorized to execute this Amendment 1 on Company's behalf without further consent or approval by anyone. Company shall deliver to JEA promptly upon request all documents reasonably requested by JEA to evidence such authority.
9. **Entire Agreement.** This Amendment 1 constitutes the entire agreement between the parties hereto for the Work to be performed and furnished by the Company. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party or any representative of either party, which is not expressed herein shall be binding. Company may not unilaterally modify the terms of this Amendment 1 by affixing additional terms to materials delivered to JEA (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. Company acknowledges that it is entering into this Amendment 1 for its own purposes and not for the benefit of any third party.
10. **Amendments.** All changes to, additions to, modifications of, or amendment to this Amendment 1, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties to this Amendment 1.
11. **Counterparts.** This Amendment 1, and all amendments hereto, may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. This Amendment 1 may be delivered by facsimile or by email transmittal of a PDF image, and such facsimile or PDF counterparts shall be valid and binding on JEA and Company with the same effect as if original signatures had been exchanged.

IN WITNESS WHEREOF, JEA and Company have duly executed this Amendment 1 as of the Effective Date.

JE:

WITNESS:

COMPANY:

FORM APPROVED:

AMENDMENT 1, EXHIBIT A-1 PROJECT ROLE AND SCOPE OF WORK

K3 Strategies Role

To better achieve JEA’s objective of an internally sustainable strategy formulation and execution capability, JEA personnel will lead and have final delivery responsibility for all work modules in this Phase 2.

The K3 Strategies team will have a role of facilitation and support. We will provide advice, idea generation, and review/comments on draft JEA work product – as well as other types of assistance requested by JEA. K3 Strategies will also train JEA project team members in the relevant portions of the methodology for Accelerated Corporate Transformation[®] (“ACT”), assist in modifying ACT methodology templates, and provide relevant source materials. JEA intends to use the ACT framework for strategy launch and execution.

Work Scope by Module

Table 1 below summarizes the scope of work and expected K3 Strategies’ role for the three work modules covered by this Amendment 1. The target completion dates may be modified by JEA. (Note: The schedules for these work modules overlap.)

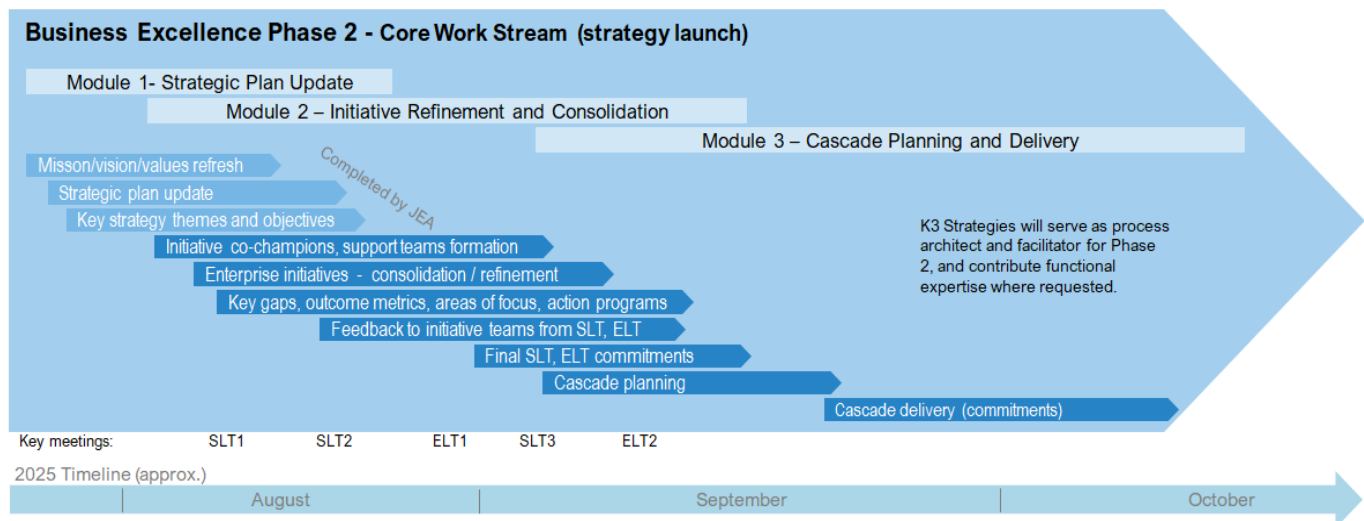
**Table 1
Scope Modules and Roles**

Module	Major Combined Team Tasks (JEA + K3)	K3 Strategies Role (may include but not limited to)	Target 2025 Completion
1. Strategic plan update	<ul style="list-style-type: none"> Strategy development Mission/vision/values refresh 	<ul style="list-style-type: none"> Review/comment 	August 13
2. Initiative refinement and consolidation	<ul style="list-style-type: none"> Initiative co-champions designation and roles Support Team formation SLT, SLT2, ELT1, and SLT3 meetings Key gaps, success definitions, outcome metrics and goals, focus areas, action programs Draft final SLT and ELT commitments 	<ul style="list-style-type: none"> Illustrative source materials Facilitation assistance Review/comment ACT methodology adaptation Training in ACT methodology Transfer of full deliverables documentation from K3 Strategies’ 2013 project for JEA, including Cascade videos 	September 12 EN##QhHg#r#z run# wkuxjk#BHD #v# rwkhu#fkhgxdv#iru# jrdvhwij/#q# vhwij#gdn#iru#IOW5# fdvfdgh#nfnOr i#

Module	Major Combined Team Tasks (JEA + K3)	K3 Strategies Role (may include but not limited to)	Target 2025 Completion
3. Cascade planning and delivery	<ul style="list-style-type: none"> Cascade planning Content for ELT2 meeting (cascade kickoff) Adaptation of cascade materials for cascade meeting types Direction to Support Team on events and communications 	<ul style="list-style-type: none"> Illustrative source materials Facilitation assistance Review/comment ACT methodology adaptation 	October 24

The approximate schedule for the Phase 2 work modules, subject to JEA's modifications, is shown below in Figure 1. Touchpoints with JEA's Board members will be at JEA's discretion. We have assumed no more than one round of status briefings to JEA Board members prior to the conclusion of Phase 2.

Figure 1
Phase 2 Work Schedule



K3 Strategies has the capabilities and availability to assist JEA in other related scopes of work, such as:

- Procurement re-engineering
- Customer process re-engineering
- Technology Services performance improvement

However, these other services are outside the scope of this proposal.

AMENDMENT 1, EXHIBIT B-1 STAFFING AND COST

Staffing

The consulting personnel who will deliver the services under this Amendment 1 were all previously proposed and accepted under Phase 1 of this Contract, except for the addition of Alan Kisling.

Their roles in the Amendment 1 work will be as follows:

- Bill Kemp will serve as Project Executive and will have primary responsibility for delivering the work scope, especially around the ACT methodology.
- The following consultants will be available to assist the JEA team and Mr. Kemp, as requested and in accordance with the overall project budget.
 - Tyler Buran
 - Cynthia Kemp
 - Alan Kisling
 - Dr. Robert Miles

CVs or summary bios for these project team members are provided in Appendix C-1.

Cost

Because K3 Strategies will be supporting rather than driving the work, our efforts will be subject to the direction of JEA personnel. Therefore, we cannot offer detailed task and deliverable descriptions for K3 Strategies' contributions. The JEA Project Manager will be responsible for selecting tasks to be performed and prioritizing K3 Strategies' efforts. JEA and K3 Strategies must work jointly to select and perform the services that maximize the JEA value received within the total fixed fee.

We propose to provide the types of Phase 2 services outlined above, delivered by the proposed team, for a total fixed fee of **\$150,000**, including all professional fees and expenses. We further propose to bill JEA on a monthly team basis rather than a deliverable basis, with the total fixed fee spread as follows.

<u>Invoice Date</u>	<u>Amount Billed</u>
August __, 2025 [start date]	\$30,000 fee
September 1, 2025	\$70,000 fee
October 1, 2025	\$50,000 fee

This total fixed fee is based on two key assumptions:

1. First, that the overall level of effort required will not exceed significantly the following average days per week over the course of the project:

<u>Team Member</u>	<u>Average Days/Week</u> (10 hours/day)
Bill Kemp	2.5
Tyler Buran	0
Alan Kisling	0
Cynthia Kemp	0

2. Second, that the project duration will not exceed 12 weeks.

If either of these key budgeting assumptions proves untrue, K3 Strategies reserves the right to request a change order to re-align the fixed fee with the actual level of services demanded.

The proposed total fixed fee covers all project-related travel and related business expenses, including any intellectual property costs to K3 Strategies for use of the ACT methodology. (JEA itself already holds a permanent, royalty-free, non-transferable, and non-assignable license to use ACT-related intellectual property.)

Travel expenses are included in the total fixed fee up to a budget of four trips to Jacksonville for Bill Kemp during Phase 2. Receipts will not be provided. Expenses for any trips above this level will be billed on a monthly as-incurred basis, subject to JEA's policies on transportation, per-diem meals, lodging, and other expenses. For such additional trips, receipts for expenses other than per diem meals and car mileage will be provided as required. All travel to JEA will be approved by JEA in advance.

Please note that these trip numbers imply that Bill Kemp will be at JEA about once every two weeks. We are certainly willing to accommodate any JEA desire for more time at JEA. Actual travel expenses would of course increase accordingly.

**AMENDMENT 1, EXHIBIT C-1
PROJECT TEAM RESUMES/BIOS**

(Kemp and Kisling CVs inserted here in PDF version)

**Robert Miles****Cynthia Ayris Kemp****Tyler Buran**

Advisor

Managing Director

Manager

Expertise

Experienced thought leader in business transformation, organizational effectiveness, culture change, and executive leadership who pioneered the Accelerated Corporate Transformation (ACT) methodology to achieve breakthrough results.

Experienced public and private sector consultant leveraging functional expertise in strategy, organizational design, and financial modeling across multiple industries.

Successful operations, strategy, and technology consulting manager serving clients in multiple industries. Strong client management and change leadership skills in implementing business transformations, performance improvements and technology solutions.

Previous Experience

- Faculty Chairman of Managing Organizational Effectiveness Program, Harvard Business School
- Faculty Yale School of Management
- Corporate Transformation Resources, LLC

- Enovation Partners
- University of Florida
- Kemp Consulting Group
- Deloitte Consulting
- Barnett Banks of Florida

- Manager, Supply Chain & Operations, Ernst & Young
- Manager, Operations, Riveron Consulting
- Consultant, Logistics Software, Manhattan Associates

Education

- BS, McIntire School of Commerce, University of Virginia
- DBA, Kenan-Flagler School, University of North Carolina at Chapel Hill

- BS, Finance, Florida State University
- MBA, Finance and Organizational Design, Indiana University
- MPH, Columbia University

- BS, Industrial & Systems Engineering, Georgia Institute of Technology
- MBA, Supply Chain & Operations, Georgia Institute of Technology

Complete Services Well Drilling, INC.
9785 WELL WATER ROAD
JACKSONVILLE, FL 32220 US
9046938635
cecil@jaxwelldrilling.com
www.jaxwelldrilling.com

Estimate

ADDRESS

JEA.
PO box 4910
Jacksonville, FL 32201-4910

ESTIMATE # 2547

DATE 06/25/2025

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Services JSEB N+9 Jobsite: Fairfax Well 3 liner installation		517,000.00	517,000.00
	<p>Pull existing pump, Run video survey and caliper. Apply for modification permit with SJRWMD, Propose discharge plan for water produced during construction and testing, Remove fence and install temporary fencing, Remove Existing header below ground and install 2" water connection, Remove light pole, Shroud existing panels with plywood and stud framing to prevent damage. Trim tree limbs to edge of fence, Brush existing casings (12" and 18") to remove scale, Mobilize drilling rig and equipment, Supply and deliver rock backfill material to site, Brine the well, Place backfill material to just below existing casing, Install full eight inch by fourteen inch steel liner with float shoe and concentric reducer, Grout the full length of liner, Trip in bit and drill pipe, Drill out float Shoe, Install 8" discharge pipe to discharge point approximately 750' to the west of the site, install rock separating unit filter system for air reverse discharge, Remove Backfilled gravel by reverse air method to full length, Develop well, Run a video survey on the well, Demobilize rig and equipment, Install test pump and run capacity test, design and procure permanent pump, Install permanent pump.</p>			
TOTAL				\$517,000.00

1412022246 APPENDIX B – RESPONSE FORM
1412022246 (IFB) Brandy Branch Generating Station B52/B53 Start-up Silencer Replacement

Submit the Response electronically as described in sections 1.4 and 1.5 of the Solicitation.

Company Name: W.W Gay Mechanical Contractors, Inc.

Company's Address: 524 Stockton Street, Jacksonville, FL 32204

Phone Number: 904-445-9651 Email Address: kfooster@wwgmc.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

	Description of Services	TOTAL BID PRICE
1	Total Bid Price for Work as described in this Solicitation 1412022246	\$ \$915,037.00 **

****** Base pricing is founded on JEA approved design, maintaining original silencer length and footprint and utilizing current technology to achieve performance requirements and issuance of PO by 8/15/25 with immediate release for fabrication to meet schedule. Technical data is included with this proposal.

ALT 1 – Maintain original silencer length and footprint and utilize current technology to achieve performance requirements with sliding inlets - **\$933,954.00**

☒ 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”.

RESPONDENT CERTIFICATION

By submitting this Response, the Respondent 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 Responding 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 Respondent also certifies that it complies with all sections (including but not limited to Conflict of Interest and Ethics) of this Solicitation.

We have received addenda

Handwritten Signature of Authorized Officer of Company or Agent

7/30/25
Date

0 Through 0

JAMIE WEBB - VICE PRESIDENT
Printed Name and Title

Award #4 Supporting Documents 08/07/2025

From: [Gillean, Keith L.](#)
To: [Keith Foster](#); [Behr, Jason V.](#); [Taylor, Kendrick L.](#)
Cc: [Jamie Webb](#); [Gillean, Keith L.](#)
Subject: RE: Brandy Branch Start-up Vent Silencers
Date: Tuesday, July 29, 2025 7:34:37 AM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)
Importance: High

CAUTION: This email originated from outside of WWG/FLMECH.

Keith, I have discussed with tech lead. We will accept these options.
For bid purposes I'd suggest using the lowest price option as base bid, and having the sliding inlet as option 1. If WW Gay is successful as low bidder we would entertain using the option to alleviate any potential issues arising from structural loading.
Thank you,

Keith Gillean
Project Administrator Senior
Energy Production PM
O. 904-665-6841
gillkl@jea.com



From: Keith Foster <kfoster@wwgmc.com>
Sent: Monday, July 28, 2025 9:08 AM
To: Behr, Jason V. <behrjv@jea.com>; Gillean, Keith L. <gillkl@jea.com>; Taylor, Kendrick L. <taylkl@jea.com>
Cc: Jamie Webb <JWebb@wwgmc.com>
Subject: Brandy Branch Start-up Vent Silencers

[External Email - Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email.]

Gentlemen,

In addition to the base scope of supply and design of the silencers to match the original design, weight and footprint, we have two additional offerings available for you from Burgess the OEM of the existing silencers.

Option 1 – Silencers constructed with current technology matching original footprint and height of the existing.

These silencers will meet the project sound criteria but will be significantly lighter and less

expensive.

Option 2 - Silencers constructed with current technology matching original footprint and height of the existing, constructed with a sliding inlet allowing the pipe to grow up into the silencer while the shell remains stable sitting on the framework. This option will meet the project sound criteria but will be significantly lighter and approximately \$15,000 more than option one.

Are we approved to submit these options with our proposal in addition to the base original design?

Thanks for your help.

Keith



Keith Foster | Senior Project Manager

 524 Stockton Street, Jacksonville, FL 32204

 904-394-7286  (904) 445-9651

 kfoster@wwgmc.com  wwgmc.com

The mission of W.W. Gay is to provide the best service, at the best value, with the best people - every time.

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1412022246 APPENDIX B – RESPONSE FORM

1412022246 (IFB) Brandy Branch Generating Station B52/B53 Start-up Silencer Replacement
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: W.W. Gay Mechanical Contractors, Inc.

BUSINESS ADDRESS: 524 Stockton Street

CITY, STATE, ZIP CODE: Jacksonville, FL 32204

TELEPHONE: 904-445-9651

FAX: _____

E-M AIL: kfooster@wwgmc.com

PRINT NAME OF AUTHORIZED REPRESENTATIVE: Jamie Webb

SIGNATURE OF AUTHORIZED REPRESENTATIVE:  _____

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE: Jamie Webb – 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 the following criteria will have their Bids rejected:

1. The Respondent is not on the State of Florida Convicted Vendor List, State of Florida's Suspended Vendor List, The City of Jacksonville's Disqualified Vendor List, have not had their bidding privileges actively suspended by JEA, been debarred by JEA, or have had a contract with JEA terminated for default within the last two (2) years.
2. The company shall have completed six (6) similar jobs in the last three (3) years. A similar job is defined as the design and fabrication of either start up vent, or exhaust silencer systems with minimum project value of \$200,000.00

Keith Foster

From: Gillean, Keith L. <gillkl@jea.com>
Sent: Tuesday, June 17, 2025 12:16 PM
To: Keith Foster; Behr, Jason V.
Cc: Jamie Webb; Hank Owens; Gillean, Keith L.
Subject: RE: JEA Brandy Branch Silencer Replacement

CAUTION: This email originated from outside of WWG/FLMECH.

Really the min qual is for design, fabrication of silencer systems and doesn't cover the mechanical portion. I'd assume that Burgess would have designed and fabricated 6 silencer systems in the past 3 years meeting the \$200k threshold.

If not perhaps send us info on what they have accomplished, time frame and estimated \$ amount.

Thanks,

Keith Gillean 
Project Administrator Senior
Energy Production PM
O. 904-665-6841
gillkl@jea.com



From: Keith Foster <kfoster@wwgmc.com>
Sent: Tuesday, June 17, 2025 12:10 PM
To: Behr, Jason V. <behrjv@jea.com>
Cc: Gillean, Keith L. <gillkl@jea.com>; Jamie Webb <jwebb@wwgmc.com>; Hank Owens <howens@OneCECO.com>
Subject: JEA Brandy Branch Silencer Replacement

[External Email - Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email.]

Jason / Keith,

We were approached by Burgess-Arding / CECO, to partner with them on this project.

They are Nooter-Eriksen's OEM silencer provider.

Would their history as a Silencer Designer and Supplier for Nooter-Eriksen and other OEM's coupled with our history of heavy industrial projects under the JEA General Services Contract over last twenty years be sufficient to satisfy your minimum qualifications to participate in this RFQ?

If so, what type of documentation would need to see?

Please advise.

Thanks for your help,

Keith



Keith Foster | Senior Project Manager

524 Stockton Street, Jacksonville, FL 32204

904-394-7286 (904) 445-9651

kfoster@wwgmc.com wwgmc.com

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1412022246 APPENDIX B – RESPONSE FORM
1412022246 (IFB) Brandy Branch Generating Station B52/B53 Start-up Silencer Replacement

1. SIMILAR PROJECT REFERENCE

Reference Name: Trina Arb

Reference Phone Number: 636-651-1010

Reference Company Name: Nooter Eriksen

Address of Work: Great Plains Project / Canada

Reference E-Mail Address: tmarb@ne.com

Dates of Work/Number of Sites: 2023 / 1 site

Description of Work including contract value: 30 silencers / \$385,000

2. REFERENCE

Reference Name: Trina Arb

Reference Phone Number: 636-61-1010

Reference Company Name: Nooter Eriksen

Address of Work: OCAPS Project / Florida

Reference E-Mail Address: tmarb@ne.com

Dates of Work/Number of Sites: 2023 / 1 site

Description of Work including contract value: 24 silencers / \$325,000

3. SIMILAR PROJECT REFERENCE

Reference Name: Trina Arb

Reference Phone Number: 636-651-1010

Reference Company Name: Nooter Eriksen

Address of Work: Gulf Pluk Daeng / Thailand

Reference E-Mail Address: tmarb@ne.com

Dates of Work/Number of Sites: 2022 / 1 site

Description of Work including contract value: 40 silencers / \$384,000

1412022246 APPENDIX B – RESPONSE FORM
1412022246 (IFB) Brandy Branch Generating Station B52/B53 Start-up Silencer Replacement

4. REFERENCE

Reference Name: Julie Cavalcante

Reference Phone Number: 502-899-4500

Reference Company Name: Vogt Power International

Address of Work: PT Amman / Jakarta

Reference E-Mail Address: j.cavalcante

Dates of Work/Number of Sites: 2023 / 1 site

Description of Work including contract value: 24 units / \$374,000

5. SIMILAR PROJECT REFERENCE

Reference Name: Julie Cavalcante

Reference Phone Number: 502-899-4500

Reference Company Name: Vogt Power International

Address of Work: Mill Creek Power Plant / Kentucky

Reference E-Mail Address: j.cavalcante@vogtpower.com

Dates of Work/Number of Sites: 2023 /

Description of Work including contract value: 20 units / \$260,000

6. REFERENCE

Reference Name: Trina Arb

Reference Phone Number: 636-651-1010

Reference Company Name: Nooter Eriksen

Address of Work: Aspen Project / Canada

Reference E-Mail Address: tmarb@ne.com

Dates of Work/Number of Sites: 2024 / 1 site

Description of Work including contract value: 11 silencers / \$305,000

1412022246 APPENDIX B – RESPONSE FORM
1412022246 (IFB) Brandy Branch Generating Station B52/B53 Start-up Silencer Replacement

LIST OF SUBCONTRACTORS


JEA Solicitation Number 1411979046 requires certain major Subcontractors be listed on this form, unless the work will be self- performed by the Company.

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

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

Type of Work	Corporate Name of Subcontractor	Subcontractor Primary Contact Person & Telephone Number	Subcontractor's License Number (if applicable)	Percentage of Work or Dollar Amount
--------------	---------------------------------	---	--	-------------------------------------

Electrical	Miller Electric	TBD		.005%
Crane	Florida Mechanical	TBD		10%

Signed: 
Company: W.W Gay Mechanical
Address: 524 Stockton, Iax 32204
Date: 07/15/25


1412022246 APPENDIX B – RESPONSE FORM
1412022246 (IFB) Brandy Branch Generating Station B52/B53 Start-up Silencer Replacement

LIST OF JSEB SUBCONTRACTORS

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

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

N/A

Signed: 
Company: W.W. Gay Mechanical
Address: 524 Stockton, IAX 32204
Date: 07/15/25

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

consent of the JEA.

1412022246 APPENDIX B – RESPONSE FORM

1412022246 (IFB) Brandy Branch Generating Station B52/B53 Start-up Silencer Replacement

**CONFLICT OF INTEREST DISCLOSURE FORM**

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

Questions about this form? Contact (JEA, Buyer)

JEA Bid/Solicitation/Contract Number: 1411979046	Name of JEA Employee(s) Working on Vendor's Current Contract(s) with JEA:	
Vendor Name: W. W. Mechanical	Vendor Phone: 9044459651	
Vendor's Authorized Representative Name and Title: Keith Foster – Project Manager	Authorized Representative's Phone: 9044459651	
NAME(S) OF JEA EMPLOYEE(S) / PUBLIC OFFICER(S) WITH POTENTIAL CONFLICT OF INTEREST		
Name of JEA public officer(s), employee(s), or relatives with whom there may be a potential conflict of interest. If more than five, attach a second form.	Relationship of JEA public officer(s)/employee(s) and/or relative(s) to vendor's company from list above (e.g. 1(a), 2, etc.). Please list all that apply:	
1. N/A		
2.		
3.		
4.		
5.		
<input type="checkbox"/> Vendor has no conflict of interest to report. <input type="checkbox"/> Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any JEA officer or employee to obtain or maintain a contract. <input type="checkbox"/> I certify that this Conflict-of-Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor. <div style="display: flex; justify-content: space-between;"> <div>Vendor's Authorized Representative Signature:</div> <div>Date:</div> </div>		

1412022246 APPENDIX B – RESPONSE FORM

1412022246 (IFB) Brandy Branch Generating Station B52/B53 Start-up Silencer Replacement

FOR JEA USE ONLY IF CONFLICT NOTED

This form has been reviewed by:

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

BID BOND

STATE OF FLORIDA

COUNTY OF: Duval

W.W. Gay Mechanical Contractor, Inc.

525 Stockton Street, Jacksonville, FL 32204

(904) 394-7250

KNOW ALL PERSONS BY THESE PRESENTS, That we, (904) 394-7250 (hereinafter called "Principal"), and **Federal Insurance Company *** as Surety (hereinafter called "Surety"), are held and firmly bound unto the JEA of the City of Jacksonville, Florida (hereinafter called the "JEA"), in the sum of \$ 5% of Bid, lawful money of the United States of America, for the payment which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents: ***202B Hall's Mill Road Whitehouse Station, NJ 08889 (215) 640-1000**

WHEREAS, the Principal contemplates submitting or has submitted a Bid to the JEA for:

Brandy Branch Generating Station B52/B53 Start-up Silencer Replacement

Solicitation Number 1412022246

Performance, engineering, design, fabrication, and installation of eight (8) new steam start up vent silencer

located on the high pressure (HP), intermediate pressure (IP), low pressure (LP), and reheat (RH) piping

WHEREAS, it was a condition precedent to the submission of said Bid that a certified check or Bid Bond in the amount of 5% of Bid be submitted with said Bid as a guaranty that the Principal would, if awarded the contract, enter into a written contract with the JEA and furnish a Section 255.05 Florida Statutes Contract Bond in an amount equal to **100% of Bid Amount** for the performance of said contract, within ten consecutive calendar days after written notice being given of acceptance by the JEA.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Bid of the Principal herein be accepted and said Principal, within ten consecutive calendar days after written notice being given of such acceptance, enters into a written contract with the JEA, and furnishes a Section 255.05, Florida Statutes Contract Bond in an amount equal to **100% of Bid Amount** satisfactory to the JEA, then this obligation shall be void; otherwise, the sum herein stated shall be due and payable to the JEA, and the Surety herein agrees to pay said sum immediately upon demand of said JEA, in good and lawful money of the United States of America; as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the said Principal and the said Surety have duly executed this bond the 28th day of July, 20 25.

ATTEST:

Play Tipping
Signature
Play Tipping
Type/Print Name
DAVID K FOSTER
Signature
DAVID K. FOSTER
Type/Print Name

Signed, Sealed and Delivered
in the Presence of:

A. Waters
Signature
Anita Waters
Type/Print Name
[Signature]
Signature
Cory Broadway
Type/Print Name

Countersigned:

By N/A
Resident Agent
State of Florida

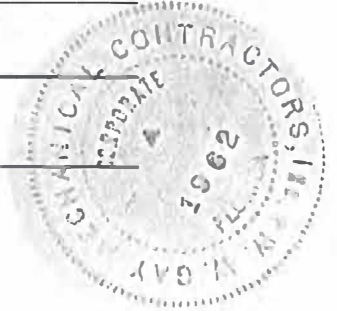
Name of Firm: N/A

Address: N/A

N/A

W.W. Gay Mechanical Contractor, Inc.
(Principal Company Name)

[Signature]
Signature
PAUL V. JONES
Type/Print Name
CEO
Title
AS PRINCIPAL



Federal Insurance Company
(Surety Company Name)

[Signature]
Signature
William J. Palmer
Type/Print Name
Attorney-In-Fact, Florida Resident Agent
Title
AS SURETY



Name of Agent: **Hatcher Insurance**

Address: **1411 Edgewater Drive**

Orlando, FL 32854 (407) 841-2686

Form Approved:

Assistant General Counsel

CHUBB

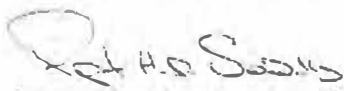
Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Marion F. Hatcher III, William J. Palmer and Bryan T. Robertson of Orlando, Florida -----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf assent thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 10th day of May, 2024.



Rupert HD Swindells, Assistant Secretary



Warren Eichhorn, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.



On this 10th day of May, 2024 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027


Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

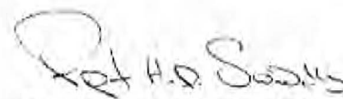
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **28th day of July, 2025**




Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493

Fax (908) 903-3656

e-mail: surety@chubb.com

CHUBB

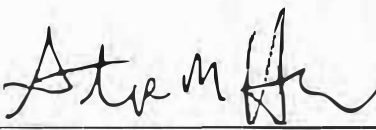
**SURETY BOND DIGITAL SIGNATURE AND CORPORATE SEAL
NOTICE AND ADDENDUM**

FEDERAL INSURANCE COMPANY ("FEDERAL") has authorized its respective Attorneys-in-Fact to affix FEDERAL'S corporate seal to any surety bond executed on behalf of FEDERAL by any such Attorney-in-Fact by attaching this Notice and Addendum to said bond.

To the extent this Notice and Addendum is attached to a surety bond that is executed on behalf of FEDERAL by its Attorney-in-Fact, FEDERAL hereby agrees that the corporate seal below for FEDERAL shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond. FEDERAL hereby further agrees that the execution of said bond on behalf of FEDERAL by its Attorney-in-Fact with said Attorney-in-Fact's digital signature shall be considered acceptable to the same extent as if the Attorney-in-Fact executed the bond with their original, wet ink signature.

Dated this 28th day of July, 2025.

FEDERAL INSURANCE COMPANY

By: 

Stephen M. Haney, Vice President





VENT SILENCER DATA SHEET GENERAL-				APPLICABLE CODES AND STANDARDS			
Item:	1			Design acc. ASME B31.1			
Service:	LP Start-UP Vent silencer			Welding acc. ASME norms			
Tag Nr.:	2-445-SI-2713 / 3-445-SI-3713			Inlet flanges: Not applicable			
Quantity:	2			Valve noise per IEC 60534-8-3: 2010			
VENT SYSTEM OPERATING CONDITIONS							
	Core 1	Core 2	Core 3				
Fluid	Steam						Silencer downstream pressure, Patm
Flow rate	76570			lb/hr			Expected Lp @ r \ θ
Valve upstream pressure, P1	57			psi(q)			
Valve upstream temperature, T1	582			Deg F			
Valve Type	Safety Valve						
Valve body pipe size	8			in NPS			
Valve + expander noise, Lw	146			dB			
Silencer inlet pressure, P2	17.4			psi(q)			Silencer inlet pressure, P2
Silencer inlet temperature, T2	573.9			Deg F			Silencer inlet temperature, T2
Silencer inlet design pressure	72			psi(q)			
Silencer inlet design temperature	670			Deg F			
Silencer downstream pressure, Patm	14.696			psi(a)			
Expected sound pressure level, Lp	85 dB(A) @ 10ft \ 90°						
Based exclusively on the unsilenced sound levels @ 3 feet as stated on the original OEM drawings. Per JEA Addendum #3							
DIFFUSER MATERIAL OF CONSTRUCTION							
Pipe end	Butt Welded						
Pipe diameter	8			in NPS			
Wall thickness	8.18 (Sch 40)			mm			
Inlet pipe material	A106 Gr.B						
Diffuser material	A240 Gr.304						
Inlet casing connection type	Fixed Connection						
Vertical Movement: Up	#N/A			in			
Vertical Movement: Down	#N/A			in			
Horizontal Movement +/-	#N/A			in			
Custom CL offset	#N/A			in			
CASING WEIGHT & DIMENSIONS & MATERIALS							
Dimension							
Bolt circle diameter A	33			in			
Casing diameter B	38 3/16			in			
Overall transport height C	97 13/16			in			
Casing external height D	91 1/2			in			
Casing internal height E	86 3/8			in			
Inlet size nozzle 1 F	8			in NPS			
Inlet ground clearance H	1			in			
Thickness	3/16			in			
Material group	Carbon Steel						
Material of construction	S355 JR						
Estimate Weight	925			lbs			
Supports position	Bottom						
Included optional features				not to scale			
Drain: 1" Sch STD Socket Welded							
CORROSION ALLOWANCE				PAINTING			
non stainless steel	1.6 mm	Surface preparation	Near White Blast Cleaning per spec SSPC-SP10 (Sa 2 1/2)			In+Exterior	
stainless steel	0.0 mm	Primer coating	Interzinc 2280	50-75	micron D.F.T.	In+Exterior	
		Intermediate coating	None	-	micron D.F.T.	Exterior Only	
		Finish coating	Intertherm 50	25-40	micron D.F.T.	Exterior Only	
Intentially left blank							

Legal entity: Aarding Thermal Acoustics U.S.A. Inc.

2711 Transit Road, Suite #125
Elma, NY 14059
The United States of America

Phone: +1 (716) 662 65 40
aarding@onececo.com
www.cecoenviro.com

Bank of America Merrill Lynch,
Chicago IL 60603, Account #:
8670209063

ABA Routing #: 071000039
Tax ID #: 32-0294798



VENT SILENCER DATA SHEET GENERAL-				APPLICABLE CODES AND STANDARDS	
Item:	2			Design acc.	ASME B31.1
Service:	RH Start-UP Vent silencer			Welding acc.	ASME norms
Tag Nr.:	2-442-SI-2720/ 3-442-SI-3720			Inlet flanges:	Not applicable
Quantity:	2			Valve noise per	IEC 60534-8-3: 2010
VENT SYSTEM OPERATING CONDITIONS					
	Core 1	Core 2	Core 3		
Fluid	Steam				
Flow rate	505714			lb/hr	
Valve upstream pressure, P1	188			psi(q)	
Valve upstream temperature, T1	1050			Deg F	
Valve Type	Safety Valve				
Valve body pipe size	10			in NPS	
Valve + expander noise, Lw	148			dB	
Silencer inlet pressure, P2	152.0			psi(q)	
Silencer inlet temperature, T2	1047.4			Deg F	
Silencer inlet design pressure	300			psi(q)	
Silencer inlet design temperature	1080			Deg F	
Silencer downstream pressure, Patm	14.696			psi(a)	
Expected sound pressure level, Lp	85 dB(A) @ 10ft \ 90°				
Based exclusively on the unsilenced sound levels @ 3 feet as stated on the original OEM drawings. Per JEA Addendum #3					
DIFFUSER MATERIAL OF CONSTRUCTION					
Pipe end	Butt Welded				
Pipe diameter	10			in NPS	
Wall thickness	12.7 (Sch XS)			mm	
Inlet pipe material	A335 Gr.P22				
Diffuser material	A335 Gr.P22				
Inlet casing connection type	Fixed Connection				
Vertical Movement: Up	#N/A			in	
Vertical Movement: Down	#N/A			in	
Horizontal Movement +/-	#N/A			in	
Custom CL offset	#N/A			in	
CASING WEIGHT & DIMENSIONS & MATERIALS					
Dimension					
Bolt circle diameter A	105			in	
Casing diameter B	107			in	
Overall transport height C	246 13/16			in	
Casing external height D	240 1/2			in	
Casing internal height E	232 7/16			in	
Inlet size nozzle 1 F	10			in NPS	
Inlet ground clearance H	1			in	
Thickness	3/16			in	
Material group	Carbon Steel				
Material of construction	S355 JR				
Estimate Weight	6391			lbs	
Supports position	Bottom				
Included optional features					
Drain: 1" Sch STD Socket Welded					
CORROSION ALLOWANCE					
non stainless steel	1.6 mm	Surface preparation	Near White Blast Cleaning per spec SSPC-SP10 (Sa 2 1/2)		
stainless steel	0.0 mm	Primer coating	Interbond 1202 UPC	100	micron D.F.T.
		Intermediate coating	None	-	micron D.F.T.
		Finish coating	Interbond 1202 UPC	100	micron D.F.T.
PAINTING					
Intentially left blank					

Legal entity: Aarding Thermal Acoustics U.S.A. Inc.

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Chicago IL 60603, Account #:
8670209063

ABA Routing #: 071000039
Tax ID #: 32-0294798



VENT SILENCER DATA SHEET GENERAL-				APPLICABLE CODES AND STANDARDS	
Item:	3			Design acc.	ASME B31.1
Service:	HP Start-UP Vent silencer			Welding acc.	ASME norms
Tag Nr.:	2-441-SI-2727/ 3-441-SI-3727			Inlet flanges:	Not applicable
Quantity:	2			Valve noise per	IEC 60534-8-3: 2010
VENT SYSTEM OPERATING CONDITIONS					
	Core 1	Core 2	Core 3		
Fluid	Steam				
Flow rate	458860			lb/hr	
Valve upstream pressure, P1	952			psi(q)	
Valve upstream temperature, T1	1049			Deg F	
Valve Type	Safety Valve				
Valve body pipe size	8			in NPS	
Valve + expander noise, Lw	158			dB	
Silencer inlet pressure, P2	269.1			psi(q)	
Silencer inlet temperature, T2	1014.1			Deg F	
Silencer inlet design pressure	600			psi(q)	
Silencer inlet design temperature	1080			Deg F	
Silencer downstream pressure, Patm	14.696			psi(a)	
Expected sound pressure level, Lp	85 dB(A) @ 10ft \ 90°				
Based exclusively on the unsilenced sound levels @ 3 feet as stated on the original OEM drawings. Per JEA Addendum #3					
DIFFUSER MATERIAL OF CONSTRUCTION					
Pipe end	Butt Welded				
Pipe diameter	8			in NPS	
Wall thickness	23.01 (Sch 160)			mm	
Inlet pipe material	A335 Gr.P22				
Diffuser material	A335 Gr.P22				
Inlet casing connection type	Fixed Connection				
Vertical Movement: Up	#N/A			in	
Vertical Movement: Down	#N/A			in	
Horizontal Movement +/-	#N/A			in	
Custom CL offset	#N/A			in	
CASING WEIGHT & DIMENSIONS & MATERIALS					
Dimension					
Bolt circle diameter A	99	in			
Casing diameter B	99 3/8	in			
Overall transport height C	240 13/16	in			
Casing external height D	234 1/2	in			
Casing internal height E	226 7/16	in			
Inlet size nozzle 1 F	8	in NPS			
Inlet ground clearance H	1	in			
Thickness	3/16	in			
Material group	Carbon Steel				
Material of construction	S355 JR				
Estimate Weight	5653	lbs			
Supports position	Bottom				
Included optional features					
Drain: 1" Sch STD Socket Welded					
CORROSION ALLOWANCE					
non stainless steel	1.6 mm				
stainless steel	0.0 mm				
PAINTING					
Surface preparation	Near White Blast Cleaning per spec SSPC-SP10 (Sa 2 1/2)				In+Exterior
Primer coating	Interbond 1202 UPC	100	micron D.F.T.		In+Exterior
Intermediate coating	None	-	micron D.F.T.		Exterior Only
Finish coating	Interbond 1202 UPC	100	micron D.F.T.		Exterior Only
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ABA Routing #: 071000039
Tax ID #: 32-0294798



VENT SILENCER DATA SHEET GENERAL-				APPLICABLE CODES AND STANDARDS	
Item:	4			Design acc.	ASME B31.1
Service:	IP Start-UP Vent silencer			Welding acc.	ASME norms
Tag Nr.:	2-444-SI-2713/ 3-444-SI-2713			Inlet flanges:	Not applicable
Quantity:	2			Valve noise per	IEC 60534-8-3: 2010
VENT SYSTEM OPERATING CONDITIONS					
	Core 1	Core 2	Core 3		
Fluid	Steam				
Flow rate	81927			lb/hr	
Valve upstream pressure, P1	397			psi(q)	
Valve upstream temperature, T1	594			Deg F	
Valve Type	Safety Valve				
Valve body pipe size	6			in NPS	
Valve + expander noise, Lw	148			dB	
Silencer inlet pressure, P2	116.1			psi(q)	
Silencer inlet temperature, T2	548.7			Deg F	
Silencer inlet design pressure	300			psi(q)	
Silencer inlet design temperature	670			Deg F	
Silencer downstream pressure, Patm	14.696			psi(a)	
Expected sound pressure level, Lp	85 dB(A) @ 10ft \ 90°				
Based exclusively on the unsilenced sound levels @ 3 feet as stated on the original OEM drawings. Per JEA Addendum #3					
DIFFUSER MATERIAL OF CONSTRUCTION					
Pipe end	Butt Welded				
Pipe diameter	6			in NPS	
Wall thickness	7.11 (Sch STD)			mm	
Inlet pipe material	A106 Gr.B				
Diffuser material	A240 Gr.304				
Inlet casing connection type	Fixed Connection				
Vertical Movement: Up	#N/A			in	
Vertical Movement: Down	#N/A			in	
Horizontal Movement +/-	#N/A			in	
Custom CL offset	#N/A			in	
CASING WEIGHT & DIMENSIONS & MATERIALS					
Dimension					
Bolt circle diameter A	39	in			
Casing diameter B	38 3/16	in			
Overall transport height C	118 13/16	in			
Casing external height D	112 1/2	in			
Casing internal height E	107 3/8	in			
Inlet size nozzle 1 F	6	in NPS			
Inlet ground clearance H	1	in			
Thickness	3/16	in			
Material group	Carbon Steel				
Material of construction	S355 JR				
Estimate Weight	973	lbs			
Supports position	Bottom				
Included optional features					
Drain: 1" Sch STD Socket Welded					
CORROSION ALLOWANCE					
non stainless steel	1.6 mm				
stainless steel	0.0 mm				
PAINTING					
Surface preparation	Near White Blast Cleaning per spec SSPC-SP10 (Sa 2 1/2)			In+Exterior	
Primer coating	Interzinc 2280	50-75	micron D.F.T.	In+Exterior	
Intermediate coating	None	-	micron D.F.T.	Exterior Only	
Finish coating	Intertherm 50	25-40	micron D.F.T.	Exterior Only	
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Legal entity: Aarding Thermal Acoustics U.S.A. Inc.

2711 Transit Road, Suite #125
Elma, NY 14059
The United States of America

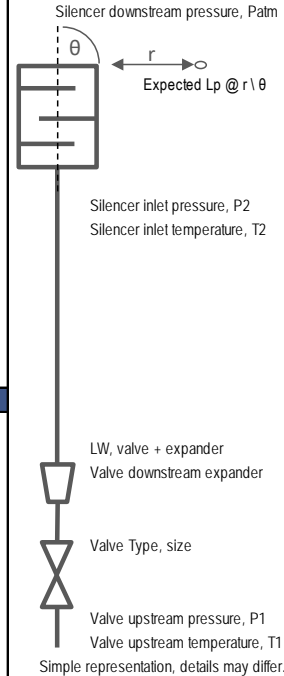
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Chicago IL 60603, Account #:
8670209063

ABA Routing #: 071000039
Tax ID #: 32-0294798



VENT SILENCER DATA SHEET GENERAL				APPLICABLE CODES AND STANDARDS	
Item:	1			Design acc.	ASME B31.1
Service:	LP Start-UP Vent silencer			Welding acc.	ASME norms
Tag Nr.:	2-445-SI-2713 / 3-445-SI-3713			Inlet flanges:	Not applicable
Quantity:	2			Valve noise per	IEC 60534-8-3: 2010
VENT SYSTEM OPERATING CONDITIONS					
	Core 1	Core 2	Core 3		
Fluid	Steam				
Flow rate	76570			lb/hr	
Valve upstream pressure, P1	57			psi(q)	
Valve upstream temperature, T1	582			Deg F	
Valve Type	Safety Valve				
Valve body pipe size	8			in NPS	
Valve + expander noise, Lw	146			dB	
Silencer inlet pressure, P2	17.4			psi(q)	
Silencer inlet temperature, T2	573.9			Deg F	
Silencer inlet design pressure	72			psi(q)	
Silencer inlet design temperature	670			Deg F	
Silencer downstream pressure, Patm	14.696			psi(a)	
Expected sound pressure level, Lp	85 dB(A) @ 10ft \ 90°				
Based exclusively on the unsilenced sound levels @ 3 feet as stated on the original OEM drawings. Per JEA Addendum #3					
DIFFUSER MATERIAL OF CONSTRUCTION					
Pipe end	Butt Welded				
Pipe diameter	8			in NPS	
Wall thickness	8.18 (Sch 40)			mm	
Inlet pipe material	A106 Gr.B				
Diffuser material	A240 Gr.304				
Inlet casing connection type	Double Sliding Connection				
Vertical Movement: Up	2			in	
Vertical Movement: Down	2			in	
Horizontal Movement +/-	2			in	
Custom CL offset	#N/A			in	
CASING WEIGHT & DIMENSIONS & MATERIALS					
Dimension					
Bolt circle diameter A	33			in	
Casing diameter B	30 9/16			in	
Overall transport height C	97 13/16			in	
Casing external height D	91 1/2			in	
Casing internal height E	89 5/16			in	
Inlet size nozzle 1 F	8			in NPS	
Inlet ground clearance H	1			in	
Thickness	3/16			in	
Material group	Carbon Steel				
Material of construction	S355 JR				
Estimate Weight	910			lbs	
Supports position	Bottom				
Included optional features				not to scale	
Drain: 1" Sch STD Socket Welded					
CORROSION ALLOWANCE				PAINTING	
non stainless steel	1.6 mm	Surface preparation	Near White Blast Cleaning per spec SSPC-SP10 (Sa 2 1/2)		In+Exterior
stainless steel	0.0 mm	Primer coating	Interzinc 2280	50-75 micron D.F.T.	In+Exterior
		Intermediate coating	None	- micron D.F.T.	Exterior Only
		Finish coating	Intertherm 50	25-40 micron D.F.T.	Exterior Only
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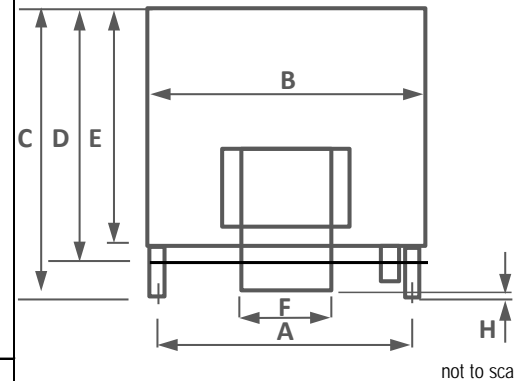
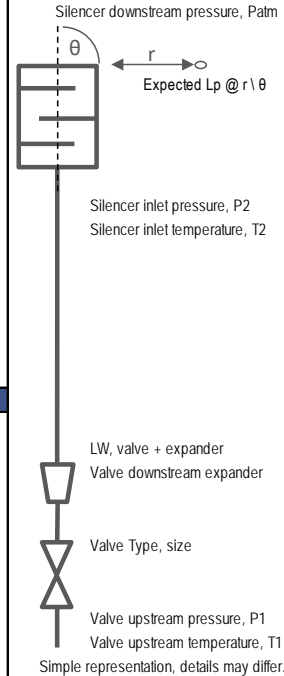
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ABA Routing #: 071000039
Tax ID #: 32-0294798



VENT SILENCER DATA SHEET GENERAL-				APPLICABLE CODES AND STANDARDS	
Item:	2			Design acc.	ASME B31.1
Service:	RH Start-UP Vent silencer			Welding acc.	ASME norms
Tag Nr.:	2-442-SI-2720/ 3-442-SI-3720			Inlet flanges:	Not applicable
Quantity:	2			Valve noise per	IEC 60534-8-3: 2010
VENT SYSTEM OPERATING CONDITIONS					
	Core 1	Core 2	Core 3		
Fluid	Steam				
Flow rate	505714			lb/hr	
Valve upstream pressure, P1	188			psi(q)	
Valve upstream temperature, T1	1050			Deg F	
Valve Type	Safety Valve				
Valve body pipe size	10			in NPS	
Valve + expander noise, Lw	148			dB	
Silencer inlet pressure, P2	152.0			psi(q)	
Silencer inlet temperature, T2	1047.4			Deg F	
Silencer inlet design pressure	300			psi(q)	
Silencer inlet design temperature	1080			Deg F	
Silencer downstream pressure, Patm	14.696			psi(a)	
Expected sound pressure level, Lp	85 dB(A) @ 10ft \ 90°				
Based exclusively on the unsilenced sound levels @ 3 feet as stated on the original OEM drawings. Per JEA Addendum #3					
DIFFUSER MATERIAL OF CONSTRUCTION					
Pipe end	Butt Welded				
Pipe diameter	10			in NPS	
Wall thickness	12.7 (Sch XS)			mm	
Inlet pipe material	A335 Gr.P22				
Diffuser material	A335 Gr.P22				
Inlet casing connection type	Double Sliding Connection				
Vertical Movement: Up	2			in	
Vertical Movement: Down	2			in	
Horizontal Movement +/-	2			in	
Custom CL offset	#N/A			in	
CASING WEIGHT & DIMENSIONS & MATERIALS					
Dimension					
Bolt circle diameter A	105			in	
Casing diameter B	107			in	
Overall transport height C	246 13/16			in	
Casing external height D	240 1/2			in	
Casing internal height E	237 1/8			in	
Inlet size nozzle 1 F	10			in NPS	
Inlet ground clearance H	1			in	
Thickness	3/16			in	
Material group	Carbon Steel				
Material of construction	S355 JR				
Estimate Weight	6514			lbs	
Supports position	Bottom				
Included optional features				not to scale	
Drain: 1" Sch STD Socket Welded					
CORROSION ALLOWANCE				PAINTING	
non stainless steel	1.6 mm	Surface preparation	Near White Blast Cleaning per spec SSPC-SP10 (Sa 2 1/2)		In+Exterior
stainless steel	0.0 mm	Primer coating	Interbond 1202 UPC	100 micron D.F.T.	In+Exterior
		Intermediate coating	None	- micron D.F.T.	Exterior Only
		Finish coating	Interbond 1202 UPC	100 micron D.F.T.	Exterior Only
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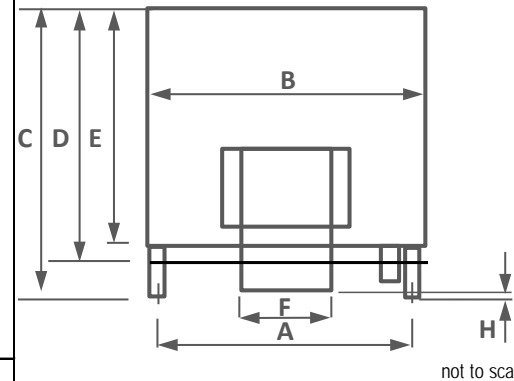
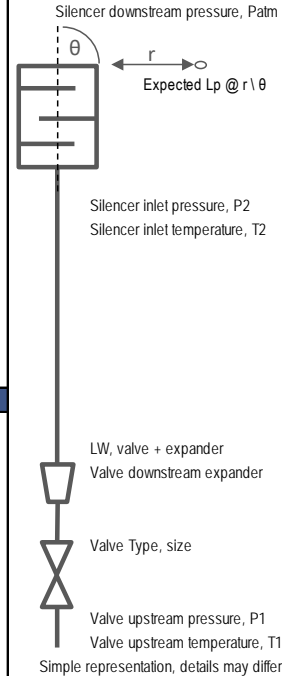


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VENT SILENCER DATA SHEET GENERAL-				APPLICABLE CODES AND STANDARDS	
Item:	3			Design acc.	ASME B31.1
Service:	HP Start-UP Vent silencer			Welding acc.	ASME norms
Tag Nr.:	2-441-SI-2727/ 3-441-SI-3727			Inlet flanges:	Not applicable
Quantity:	2			Valve noise per	IEC 60534-8-3: 2010
VENT SYSTEM OPERATING CONDITIONS					
	Core 1	Core 2	Core 3		
Fluid	Steam				
Flow rate	458860			lb/hr	
Valve upstream pressure, P1	952			psi(q)	
Valve upstream temperature, T1	1049			Deg F	
Valve Type	Safety Valve				
Valve body pipe size	8			in NPS	
Valve + expander noise, Lw	158			dB	
Silencer inlet pressure, P2	273.0			psi(q)	
Silencer inlet temperature, T2	1014.3			Deg F	
Silencer inlet design pressure	600			psi(q)	
Silencer inlet design temperature	1080			Deg F	
Silencer downstream pressure, Patm	14.696			psi(a)	
Expected sound pressure level, Lp	85 dB(A) @ 10ft \ 90°				
Based exclusively on the unsilenced sound levels @ 3 feet as stated on the original OEM drawings. Per JEA Addendum #3					
DIFFUSER MATERIAL OF CONSTRUCTION					
Pipe end	Butt Welded				
Pipe diameter	8			in NPS	
Wall thickness	23.01 (Sch 160)			mm	
Inlet pipe material	A335 Gr.P22				
Diffuser material	A335 Gr.P22				
Inlet casing connection type	Double Sliding Connection				
Vertical Movement: Up	2			in	
Vertical Movement: Down	2			in	
Horizontal Movement +/-	2			in	
Custom CL offset	#N/A			in	
CASING WEIGHT & DIMENSIONS & MATERIALS					
Dimension					
Bolt circle diameter A	99	in			
Casing diameter B	99 3/8	in			
Overall transport height C	240 13/16	in			
Casing external height D	234 1/2	in			
Casing internal height E	231 1/8	in			
Inlet size nozzle 1 F	8	in NPS			
Inlet ground clearance H	1	in			
Thickness	3/16	in			
Material group	Carbon Steel				
Material of construction	S355 JR				
Estimate Weight	5731	lbs			
Supports position	Bottom				
Included optional features					
Drain: 1" Sch STD Socket Welded					
CORROSION ALLOWANCE				PAINTING	
non stainless steel	1.6 mm	Surface preparation	Near White Blast Cleaning per spec SSPC-SP10 (Sa 2 1/2)		In+Exterior
stainless steel	0.0 mm	Primer coating	Interbond 1202 UPC	100 micron D.F.T.	In+Exterior
		Intermediate coating	None	- micron D.F.T.	Exterior Only
		Finish coating	Interbond 1202 UPC	100 micron D.F.T.	Exterior Only
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VENT SILENCER DATA SHEET GENERAL-				APPLICABLE CODES AND STANDARDS			
Item:	4			Design acc.	ASME B31.1		
Service:	IP Start-UP Vent silencer			Welding acc.	ASME norms		
Tag Nr.:	2-444-SI-2713/ 3-444-SI-2713			Inlet flanges:	Not applicable		
Quantity:	2			Valve noise per	IEC 60534-8-3: 2010		
VENT SYSTEM OPERATING CONDITIONS							
	Core 1	Core 2	Core 3				
Fluid	Steam						Silencer downstream pressure, Patm
Flow rate	81927			lb/hr			Expected Lp @ r \ θ
Valve upstream pressure, P1	397			psi(q)			
Valve upstream temperature, T1	594			Deg F			
Valve Type	Safety Valve						
Valve body pipe size	6			in NPS			
Valve + expander noise, Lw	148			dB			
Silencer inlet pressure, P2	116.1			psi(q)			Silencer inlet pressure, P2
Silencer inlet temperature, T2	548.7			Deg F			Silencer inlet temperature, T2
Silencer inlet design pressure	300			psi(q)			
Silencer inlet design temperature	670			Deg F			
Silencer downstream pressure, Patm	14.696			psi(a)			
Expected sound pressure level, Lp	85 dB(A) @ 10ft \ 90°						
Based exclusively on the unsilenced sound levels @ 3 feet as stated on the original OEM drawings. Per JEA Addendum #3							
DIFFUSER MATERIAL OF CONSTRUCTION							
Pipe end	Butt Welded						
Pipe diameter	6			in NPS			
Wall thickness	7.11 (Sch STD)			mm			
Inlet pipe material	A106 Gr.B						
Diffuser material	A240 Gr.304						
Inlet casing connection type	Double Sliding Connection						
Vertical Movement: Up	2			in			
Vertical Movement: Down	2			in			
Horizontal Movement +/-	2			in			
Custom CL offset	#N/A			in			
CASING WEIGHT & DIMENSIONS & MATERIALS							
Dimension							
Bolt circle diameter A	39			in			
Casing diameter B	30 9/16			in			
Overall transport height C	118 13/16			in			
Casing external height D	112 1/2			in			
Casing internal height E	110 5/16			in			
Inlet size nozzle 1 F	6			in NPS			
Inlet ground clearance H	1			in			
Thickness	3/16			in			
Material group	Carbon Steel						
Material of construction	S355 JR						
Estimate Weight	916			lbs			
Supports position	Bottom						
Included optional features				not to scale			
Drain: 1" Sch STD Socket Welded							
CORROSION ALLOWANCE				PAINTING			
non stainless steel	1.6 mm	Surface preparation	Near White Blast Cleaning per spec SSPC-SP10 (Sa 2 1/2)	In+Exterior			
stainless steel	0.0 mm	Primer coating	Interzinc 2280	50-75	micron D.F.T.	In+Exterior	
		Intermediate coating	None	-	micron D.F.T.	Exterior Only	
		Finish coating	Intertherm 50	25-40	micron D.F.T.	Exterior Only	
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From: [Behr, Jason V.](#)
To: john.obermaier@energylinkcorp.com; [Keith Foster](#); [Scott Schreeg](#); richard.kapcha@durrusa.com
Cc: [Pearson, Kenny R](#); [Gilleen, Keith L.](#)
Subject: 1412022246 (IFB) Brandy Branch Generating Station B52/B53 Start-up Silencer Replacement - Intent to Award
Date: Thursday, July 31, 2025 11:15:58 AM
Attachments: [image001.png](#)

Respondents,

This communication is to inform you of JEA's intent to award for Solicitation **1412022246 (IFB) Brandy Branch Generating Station B52/B53 Start-up Silencer Replacement.** JEA has reviewed all the submittals and has determined **W. W. Gay Mechanical Contractors, Inc** is the Responsive and Responsible Bidder whose Bid meets or exceeds the Minimum Qualifications set forth in this Solicitation, and is the Lowest Priced Bidder for the services which they are being awarded.

Company Name	Rank	Total Bid Amount
W. W. Gay Mechanical Contractors, Inc	1	\$915,037.00
Durr Universal, Inc	2	\$1,070,998.00
Energylink US, Inc	3	\$1,085,200.00
SVI Dynamics	4	\$1,549,300.00

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

Thank you,
Jason Behr
Senior Purchasing Agent
Direct: (904) 226-0689



Scope of Services for Professional Engineering Services for the Westlake Water Treatment Plant (WTP) Expansion from 3.0 to 7.0 mgd Design, Permitting, Bidding, and Construction Phase Services

JEA Contract _____

The work provided under this proposed scope of services will be in accordance with the terms and conditions of JEA Contract Number _____, executed on _____, 2025, between JEA and Jacobs Engineering Group Inc.

Background

Under Solicitation No. 1411901047, JEA selected Jacobs Engineering Group Inc. (Jacobs) to provide engineering services, permitting services, bid support services, and services during construction for the Phase 1 expansion of the Westlake Water Treatment Plant (WTP), located at 4770 Cisco Drive West, Jacksonville, Florida, 32219.

JEA Planning provided information on Phase 1 capacity requirements for the Westlake WTP based on the 2008 Water, Wastewater, and Reclaimed Water Forecast as well as results from the JEA potable water hydraulic model. The water forecast shows population projections for the North Grid water service system.

The WTP currently has a rated capacity of 3.0 million gallons per day (mgd), maximum daily demand (MDD). However, the current capacity of the two operating production wells, Well Nos. 2 and 3, limits the firm capacity to approximately 1.0 mgd. A new well, Well No. 4, is under construction and should be completed in 2025. The existing Westlake WTP has one 0.5-million-gallon (MG) aboveground storage tank, two 2,000-gallon sodium hypochlorite tanks, one high-service pump station, one septic tank, one groundwater monitoring well, and two production wells.

The purpose of this project is to perform the Phase 1 expansion of the Westlake WTP, which will increase its rated capacity from 3 mgd (MDD) to 7 mgd (MDD). Future expansions are anticipated to be a Phase 2 expansion to a capacity of 10.3 mgd (MDD) and a Phase 3 expansion to a buildout capacity of 14.3 mgd (MDD). This scope is limited to the Phase 1 expansion and will include design considerations for the future expansion projects. The design will also all include provisions for maintaining operation of the existing WTP during construction to the maximum extent feasible.

Project Description

The Phase 1 expansion will include the following major components:

- One 2,500-gallon-per-minute (gpm) production well and wellhead
- One 2.5-MG aboveground storage tank with tray aerators
- Potential retrofit of the existing 0.5-MG aboveground storage tank with tray aerators and repainting of the exterior
- A high-service pump station building
- Four high-service pumps and variable frequency drives (VFDs)

Scope of Services for Professional Engineering Services for the Westlake Water Treatment Plant (WTP) Expansion from 3.0 to 7.0 mgd

- Electronic magnetic flowmeter
- A sodium hypochlorite storage and feed system
- An emergency generator and diesel fuel tank
- Stormwater pond
- Supervisory control and data acquisition (SCADA) system
- Security system
- A wastewater lift station and 4-inch-diameter force main
- Associated yard piping

The general scope of the Phase 1 WTP Expansion design package will include the following facilities:

- One 2.5-MG aboveground storage tank with tray aeration and ventilation system (2.5-MG usable volume); foundation to be determined based on Geotechnical Investigation.
- The existing 0.5-MG aboveground storage tank will be evaluated for offline storage and potential addition of tray aerators.
- A split-faced concrete-block high-service pump station building, which will include an electrical room, a control room/office, unisex restroom, storage, and a sodium hypochlorite storage and pump room. All but the pump room will include an air-conditioning system.
- Four high-service pumps (VFD). Initially, select two small and two large pumps. The option of keeping all four pumps the same capacity will also be evaluated.
- One finished water electronic magnetic flowmeter downstream of the high-service pump station in an above grade configuration (standard).
- The sanitary waste and process water/drain water from the new building will connect to a new onsite pump station. A new 4-inch-diameter force main will be constructed to connect to the existing JEA force main located across the street. The existing septic system will be demolished.
- If feasible, extend JEA fiber-optic cable to the Westlake WTP. Current communication is by radio tower to the Marietta WTP. Reliability of Westlake WTP is reduced because its remote communication and control is lost if the radio goes out at the Marietta WTP.
- An automated SCADA system that will communicate with the Ridenour Central Control Room through a fiber-optic connection. An air-conditioned space will be provided within the high-service pump station building to protect the network and communication equipment. JEA will provide the synchronous optical network (SONET) and network equipment or upgraded equipment.
- A sodium hypochlorite storage and feed system consisting of two 5,000-gallon storage tanks and three (two duty and one standby) chemical feed pumps. Tank size will be confirmed. Tanks will be located within spill-containment confines sized according to JEA Standards and minimum Florida Department of Environmental Protection (FDEP) requirements.
- The security system will conform to JEA Standards. All exterior doors will have card-reader access.
- The design will include a new emergency generator and diesel fuel tank for backup power sufficient to handle the total load of the WTP, both onsite wells (new Well No. 2R and existing Well No. 3), and other miscellaneous onsite equipment. Existing Well No. 3 may have a separate power feed/meter. If so, this power feed will be connected to the new pump building's electric system, and the existing power feed line (meter) will be removed.

Scope of Services for Professional Engineering Services for the Westlake Water Treatment Plant (WTP) Expansion from 3.0 to 7.0 mgd

- Existing Well No. 2 will be plugged, and a new, onsite replacement well (Well No. 2R) will be constructed, rated at a 2,500-gpm design capacity. Well Nos. 2R, 3, and 4 (2,500 gpm each) will be needed to meet the anticipated firm capacity of 7 mgd for Westlake WTP.
- Offsite Production Well coordination will be incorporated into the design for pipe sizing, raw water connections, SCADA control by radio, and so forth for the one offsite water supply well (2,500-gpm capacity, Well No. 4). It should be noted that Well No. 4 is currently in the construction phase and should be substantially completed by the end of 2025.
- Once the expansion is complete, the old high-service pump station building will be demolished.
- The existing fence around the WTP will be removed and replaced with a security fence that meets JEA standard security measures.
- The existing two production wells (Well Nos. 3 and 4), existing monitoring well, and the existing 0.5-MG storage reservoir will remain in service.

The Phase 1 Westlake Expansion to 7.0 mgd will include the equipment capacity requirements presented in Exhibit 1.

Exhibit 1.

Major Equipment List

Major Equipment List
Westlake WTP Expansion – CP127-03

Process	No. of New Units	Capacity, each	Total Capacity	Comments
Storage Tank	1	2.5 MG	2.5 MG	Tank to be provided with ventilation and tray aeration
Raw Water Production Well and Pump	2	2,500 gpm	5,000 gpm	1 Onsite, 1 Offsite (by others)
Well Header Transmission				16", 20", 24" & 30"
Potable Water High Service Pumps	4	2 @ 3,500 gpm 2 @ 1,500 gpm	6,500 gpm (firm)	Space and piping for 1 additional future pump
Sodium Hypochlorite Pump Skid	3	3 @ 25 gph	50 gph	2 duty/1standby
Sodium Hypochlorite Tanks	2	5,000 gallons	10,000 gallons	
Emergency Generator and Fuel Tank	1			Sized for WTP loads & 2 Onsite Wells

Scope of Services for Professional Engineering Services for the Westlake Water Treatment Plant (WTP) Expansion from 3.0 to 7.0 mgd

General Assumptions

The following assumptions apply to all tasks identified under this scope of services:

- All project correspondence will be directed between the Jacobs and JEA Project Managers. Other responsible parties will be copied on this correspondence as appropriate. Jacobs and JEA project staff can communicate without the Project Managers present; however, both Project Managers should be included on all correspondence, invited to all meetings, and provided with meeting summaries.
- The design tasks identified under this scope of services will follow the JEA WTP Standards as defined in Volume 5 and Volume 5A of the JEA Water/Wastewater Standards Manual (2024 Edition).
- The design and specifications will comply with JEA Water and Sewer Standard Specifications; JEA Water, Sewer, and Reclaimed Water Design Guidelines requirements; JEA Rules and Regulations for Water, Sewer, and Reclaimed Water Services for water pipeline design; Standards Manual for Water Treatment Plants; and applicable federal, FDEP, and county regulations and standards.
- Consultant will prepare opinions of construction cost, including a one-page summary of major components, at all stages of deliverables in accordance with AACE International methods for the purpose of assisting JEA in preparing budget funding requests and evaluating design options.
- In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for this project, Jacobs has no control over cost or price of labor and materials, unknown or latent conditions of existing equipment or structures that may affect operations and maintenance (O&M) costs, competitive bidding procedures and market conditions, time or quality of performance by operating personnel or third parties, and other economic and operational factors that may materially affect the project cost or schedule. Jacobs makes no warranty that JEA's actual project costs, financial aspects, economic feasibility, or schedules will not vary from Jacobs' opinions, analyses, projections, or estimates.
- Survey will be based on the Boundary, Topographic, and Tree Location Survey data obtained on May 3, 2024, as part of JEA Project No. 41424, Work Order 524-24, and performed by Smith Surveying Group. Additional surveying may be performed to supplement this information as needed for the entire project site around the existing WTP area (excluding the existing Well No. 3 area).
- Onsite Services During Construction – The presence or duties of Jacobs' personnel at a construction site, whether as onsite representatives or otherwise, do not make Jacobs or Jacobs' personnel in any way responsible for those duties that belong to JEA and/or the construction contractor or other entities and do not relieve the construction contractor or any other entity of their obligations, duties, and responsibilities, including but not limited to all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.

Scope of Services

The scope of services for this project includes preliminary design, final detailed design, opinion of probable construction cost (OPCC), permitting support, engineering support during bidding, engineering services during construction, and engineering services during startup of the Westlake WTP Expansion Project.

Scope of Services for Professional Engineering Services for the Westlake Water Treatment Plant (WTP) Expansion from 3.0 to 7.0 mgd

The scope of services is described herein and consists of the following major tasks:

1. Task 1 WTP Preliminary Engineering Services
 - 1.1. Design Work Plan and Kickoff Meeting
 - 1.2. Data Collection
 - 1.3. Additional Survey and Utility Locates
 - 1.4. Geotechnical Investigation Service
2. Task 2 WTP Detail Design Service
 - 2.1. 30% Design and Class 3 OPCC estimate
 - 2.2. 60% Design and Class 2 OPCC estimate
 - 2.3. 90% Design and Class 1 OPCC estimate
 - 2.4. 100% Design/Bid Documents
3. Task 3 Well Design Services
 - 3.1. Well Abandonment Plan and Well No. 2R Design
 - 3.2. Wellhead Design
4. Task 4 Permitting Assistance
 - 4.1. WTP Permitting Services
 - 4.2. Well Permitting Services
5. Task 5 Bid Phase Services
 - 5.1. Pre-bid conference
 - 5.2. Bid Technical Clarifications
 - 5.3. Conformed Documents
6. Task 6 Services During Construction
 - 6.1. Supply Well No. 2R Hydrology and Testing
 - 6.2. Water Treatment Plant Construction Services
7. Task 7 Additional Services

Descriptions of the services to be provided follow.

Task 1. Preliminary Engineering Services

Preliminary engineering services will include a project Kickoff Meeting with JEA as well as a request for data from JEA and confirmation of the design loads and capacities being established as a basis for the design development. This task also includes any topographic and/or boundary survey that may be required to supplement the current information available. Additionally, a Geotechnical Investigation will be performed, and a Final Geotechnical Report will be prepared with design recommendations.

Subtask 1.1 Kickoff Meeting

Jacobs will coordinate and participate in a project Kickoff Meeting with JEA staff and will present a work plan strategy that addresses the project expectations, lines of communication, participants (roles and responsibilities), goals, critical success factors, coordination of activities, schedule, and design standards. A discussion of the Final Design approach, including existing site conditions, proposed exploratory work, demolition, new site layout, and equipment preferences, will also be completed during the Kickoff Meeting. Jacobs will focus on the following items at the Kickoff Meeting:

Scope of Services for Professional Engineering Services for the Westlake Water Treatment Plant (WTP) Expansion from 3.0 to 7.0 mgd

- Team members' roles
- Information required from JEA
- Project deliverables
- Project work plan and schedule
- Confirmation of basis-of-design flow capacities for the upgraded facility
- Overall site layout
 - Orientation of structures
 - Access and maintenance considerations
 - Storage system for the sodium hypochlorite system
 - Aboveground storage tank sizing and orientation
 - High-service pump station building size and layout
- Reuse options for existing Ground Storage Tank
- Process flow Diagram
- Demolition and construction sequence
- Project permitting
- Project resiliency
- Design Criteria/JEA Standards

Meetings:

- One Kickoff Meeting

Deliverables:

- Electronic version of meeting summary notes

Assumptions:

- Key project team members from JEA will attend the Kickoff Meeting. It is expected that the Kickoff Meeting will provide a critical forum for input/discussion of key design concepts such as storage tank sizing, the pump/electrical building type and configuration (that is, pre-engineered metal building with open sides or block walls, suction/discharge header arrangement, and accessibility issues).
- JEA will provide a Project Officer (Project Manager) to serve as a single point of contact with Jacobs for all project decisions. It is understood that the JEA Project Manager may delegate to other JEA staff for assistance on technical issues.

Subtask 1.2 Data Collection and Site Visit

Data Collection

JEA shall provide any available data and updated drawings for the Westlake WTP property required to perform the design of the Westlake WTP Expansion from 3.0 to 7.0 mgd. The initial data request may include but not be limited to the following information:

- Parcel boundary and legal description for the Westlake WTP site and easement to Well Nos. 2 and 3 (in AutoCAD and Portable Document Format [PDF]).
- Consultant will use the existing as-built survey and previous Record Drawings from the Westlake WTP Project and supplement with additional survey performed under Task 1.3.

Scope of Services for Professional Engineering Services for the Westlake Water Treatment Plant (WTP) Expansion from 3.0 to 7.0 mgd

- Any available and recent raw, finished, and distributed water flows and water quality data.
- Existing FDEP Potable Water System (PWS) and FDEP Environmental Resource Permit (ERP) or permit modifications.
- General SCADA data for the existing wellfield pumping operation.
- Available drawings (PDF and computer-aided design [CAD] format) of the existing Well Nos. 2 and 3.

Jacobs will manage the data/information requested and received. Jacobs will review existing and retrieved data/information and prepare and submit an evaluation of this data/information, including whether further data/information collection is needed.

Site Visit

Jacobs civil/site engineer, electrical engineer, instrumentation engineer, mechanical engineer, and subconsultants, as well as the Project Manager and Design Manager, will meet with JEA Operations staff and perform a site visit of the Westlake WTP to examine and gather information about the existing conditions and verify as-builts and previous onsite work. Consultant staff will specifically observe and evaluate the following during the site visit:

- Existing facilities
- Existing electrical supply and existing generator/fuel tank functionality
- Plant control and SCADA system
- High-service pump station piping and hydraulic constraints
- Tie-in issues and sequence of construction with JEA Operations
- Nearby neighborhoods, landscaping, buffering, and permitting implications
- Need for further site development, including pavement repairs

Jacobs will complete a field-assessment site visit report that incorporates site visit observations, findings, and discussions that will be included as part of the meeting minutes.

Meetings:

- One site visit with JEA Operations team at project site.

Deliverables:

- Request for data/information
- Meeting Minutes, including site visit observations and findings

Assumptions:

- JEA will provide operating pressures and flow ranges for high-service pumps (for both initial and ultimate capacity).
- JEA will provide specific fire flow requirements for service from the new WTP for aboveground storage tank sizing.
- JEA will furnish any special requirements for the design.

Scope of Services for Professional Engineering Services for the Westlake Water Treatment Plant (WTP) Expansion from 3.0 to 7.0 mgd

Subtask 1.3 Additional Survey and Utility Locates

Jacobs will use the existing Boundary, Topographic, and Tree Location Survey data obtained on May 3, 2024, by Smith Surveying Group. Jacobs will request that Smith Surveying perform additional survey, and utility locates as needed to have sufficient coverage of the WTP site.

Deliverables:

- An updated survey with adjusted topographic datum, wetlands delineation, and tree locations, descriptions, and sizes.
- Soft dig locates will be performed on existing utilities to accurately locate as needed to protect and allow connection to existing raw and finished water yard piping utilities and utilities within the adjacent roadway right of way for the force main connection.

Assumptions:

- JEA will provide site access for the survey crew.
- Survey will be based on the Boundary, Topographic, and Tree Location Survey data obtained on May 3, 2024.

Subtask 1.4 Geotechnical Investigation Service

Jacobs will subcontract with CSI Geo, Inc. (Jacksonville Small Emerging Business) to perform supplemental Geotechnical Investigation in the area of the storage tank and high-service pump station building to more definitively determine the most cost-effective foundation type through obtaining boring logs, performing soil testing, and incorporating this and other pertinent information into a comprehensive subsurface investigation report for the subject foundations.

The project consists of the design of the Westlake Water Treatment Plant Expansion Project. The project site is located at 4470 Cisco Drive W, Jacksonville, Florida, within JEA's Westlake WTP site. The project includes the construction of a ground storage tank (2.5 MG), a process and electrical building, and a stormwater pond. The geotechnical exploration will consist of field exploratory borings, laboratory testing, and a geotechnical analysis of the collected data.

Laboratory classification and index soil tests will be performed as necessary on selected soil samples obtained from the exploration. Specific tests and quantities are listed in Exhibit 2.

Scope of Services for Professional Engineering Services for the Westlake Water Treatment Plant (WTP) Expansion from 3.0 to 7.0 mgd

Exhibit 2.

Geotechnical Investigation Laboratory Testing

Test	Quantity
Atterberg Limit Tests (ASTM D4318)	3
Gradation Analyses – Sieves with Percent passing No. 200 sieve (ASTM D422)	12
Natural moisture content (ASTM D2216)	18
Standard Proctor on bulk soil samples (ASTM D698)	2
Soil Corrosivity Tests (on soil bulk sample from cuttings) <ul style="list-style-type: none">· Soil Resistivity (ASTM G57)· Soil pH (ASTM G51 or ASTM D4972)· Redox Potential in Water (ASTM D1498)· Sulfate Content (EPA Sulfate E375.4)· Chloride Content (EPA Chloride E-325)· Natural Moisture Content (ASTM D2216)	2

The boring quantity and depths anticipated for this project are as shown in Exhibit 3.

Exhibit 3.

Boring Quantity and Depths

<u>Soil Borings and Depths</u>		
SPT Borings (ASTM D1586)	Estimated Termination Depth (ft)	Associated Proposed Structure
B-1	10	Stormwater Pond
B-2, B-3, B-4	35 each	Ground Storage Tank
B-5	65	
B-6	35 each	One-Story Multi-Purpose Building

Soil samples will be classified, containerized, and marked in the field and returned to the laboratory for visual inspection and classification by the Geotechnical Engineer using the Unified Soil Classification System.

A Geotechnical Engineer registered in the State of Florida will direct the geotechnical exploration and provide engineering analysis and evaluation of the storage tank site and facility foundations with respect to the planned construction and imposed loading conditions. The results of the exploration and engineering study will be presented in a Geotechnical Investigation Report containing the following:

- Analyses to estimate total and differential settlement for all structures based on short- and long-term loading conditions. The settlement estimates will include secondary settlement if applicable.
- Allowable and net bearing capacity for foundation design. Minimum and maximum foundation depths will be established based on bearing capacity and settlement considerations, as well as consideration of groundwater table.
- Lateral earth pressures and coefficients (active, at-rest, and passive).

Scope of Services for Professional Engineering Services for the Westlake Water Treatment Plant (WTP) Expansion from 3.0 to 7.0 mgd

- Recommended foundation system for the structure(s) (deep foundation versus shallow foundation). Types of deep foundations recommended.
- Recommendations for any ground modifications required.
- Site-specific seismic classification and seismic design parameters (S_s and S_1) based on soil borings.
- Soil strength parameters.
- Modulus of subgrade reaction.
- Earthwork, site grading, subgrade preparation, fill and backfill, compaction, and so forth.
- Water control and dewatering measures.
- Recommendations for flexible and rigid pavement design.
- Excavation recommendations, support and trenching, permissible excavation slopes, sheeting and shoring, and so forth.
- Seasonal high groundwater level for the site.
- Temporary excavation and support, including lateral earth pressures.
- Recommendations for protection against corrosion of underground piping.

Deliverables:

- A Geotechnical Investigation Report (draft and final) with recommendations.

Assumptions:

- All reasonable precautions will be taken to prevent damage to public and private property.
- Quality assurance/quality control check will be performed prior to submitting the data.
- JEA will be contacted to arrange a site visit to determine the type of equipment necessary to perform the work.
- JEA will be contacted to confirm mobilization a minimum of three business days prior to commencement of field activities.
- It is assumed the soil to be sampled during this investigation program is not contaminated. Environmental drilling is not part of this scope of work. If contaminated soil is encountered, Jacobs will stop the field investigation program and notify JEA immediately for direction. Drilling and soil sampling will be resumed only after approval from Jacobs and/or JEA.
- In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total project cost and/or execution. These conditions and cost/execution effects are not the responsibility of Jacobs.
- Hazardous substances could be present onsite. Jacobs shall at no time take title, risk of loss, or ownership of any hazardous materials or wastes. JEA recognizes that Jacobs assumes no risk and/or liability for hazardous materials encountered while performing any services associated with such hazardous waste.

Task 2. WTP Design Services

The design services task will include design development, as described in the following.

Subtask 2.1 Preliminary Design (30%) Deliverable Package

This task incorporates the agreed-upon WTP facility upgrades established in the project kickoff, data collection phase, and completion of survey work. This phase will establish the basis of design, site layout development, demolition plan, project sequencing, and phasing needs for a production (firm) capacity of 7.0 mgd. The report will be prepared to identify construction phasing and temporary connections needed to meet the schedule timeline for increased storage capacity of the plant prior to completion of the facility upgrades.

Jacobs will also prepare OPCC documents for the WTP and appurtenances in accordance with the JEA's Capital Project Allocation/Project Delivery Process requirements—a Class 3 Cost Estimate for 30% Design Deliverable.

The 30% Design Documents will be presented in a draft report format and submitted to JEA. A comprehensive review meeting will be held with the JEA, and all received comments will be captured in the final 30% Preliminary Design Report (PDR). The final PDR will be used as an Engineering Report for the FDEP permit application package.

Contents of the 30% Design Deliverable package will be as follows:

- Design Criteria and major equipment sizing – design flow rates and peak factors (annual average, maximum day, peak hour); disinfection requirements
- Major Equipment data sheets
- Process Flow Diagram
- Hydraulic Profile
- Process and Instrumentation/Control Diagrams (P&IDs)
- Site Layout – buffer zones, erosion control measures, site entrance and access roads, 5-foot front sidewalk, stormwater management features, aboveground storage tank, high-service pump station/Electrical Building, yard piping, generator, fuel tank, and other future facilities such as additional tanks, pumps, and production wells
- High-service Pump Station/Electrical & Control Building layout
- Electrical Single-line Diagram
- Table of Contents for Technical Specifications

A 30% design review workshop will be scheduled after JEA Management and O&M staff have reviewed the 30% Design Documents, with the following primary objectives:

- Provide a forum for JEA O&M staff to provide input on the design concepts and sequence of construction and phasing.
- Reach consensus with JEA Management and O&M staff on the 30% design feedback comments to be integrated into the 60% Design Documents.
- Demonstrate the project will provide JEA with an integrated, reliable, low-maintenance, efficient WTP.

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- Design freeze of the plant design. After this phase, major changes to the design are not expected.

Once the detailed design is at 30% completion, and prior to the detailed design reaching 60% completion, implement a construction phasing approach to allow for prioritizing the installation and temporary connection of the new 2.5-mgd aboveground storage tank—to be in operation with the existing controls prior to the installation and completion of the new facility upgrades. This phasing definition will be discussed and determined early in the design phase and further discussed during the 30% Design Workshop with JEA.

Meeting:

- One 30% Design Workshop with JEA to discuss draft 30% Design review comments
- One 30% Cost Estimate review workshop

Deliverables:

- Draft and Final PDR; one electronic (PDF) copy and two hard copies (drawings to be half-size) of the final PDR
- Class 3 OPCC Estimate for 30% Design Deliverable

Assumptions:

- All JEA review comments will be consolidated and organized into a single quality review form developed by Jacobs and approved by JEA.
- After the 30% Design Review, it is assumed that the major design concepts for the project will be fixed and that no further alternatives/variations will be developed as part of the design.
- In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the project, Jacobs has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, Jacobs makes no warranty that JEA's actual project costs, financial aspects, economic feasibility, or schedules will not vary from Jacobs' opinions, analyses, projections, or estimates.

If JEA wishes greater assurance as to any element of project cost, feasibility, or schedule, JEA will employ an independent cost estimator, contractor, or other appropriate advisor.

Subtask 2.2. Detail Design (60%) Deliverable Package

Following approval of the 30% Preliminary Design Package, Jacobs will provide a more-detailed submittal of the facility with an overall 60% Design Package. This will include development across all disciplines for the WTP facilities design drawings and technical specifications in accordance with the P&ID, sequence of construction, and updated civil/site drawings. Jacobs will also coordinate with JEA to develop the construction phasing to expedite early stages of construction (for example, aboveground storage tank construction and yard piping).

Jacobs will also prepare OPCC documents for the WTP and appurtenances in accordance with the JEA's Capital Project Allocation/Project Delivery Process requirements—a Class 2 Cost Estimate for 60% Design Deliverable.

Scope of Services for Professional Engineering Services for the Westlake Water Treatment Plant (WTP) Expansion from 3.0 to 7.0 mgd

The 60% design will include the following:

- Detailed design drawings, details, and technical specifications will be developed to a 60% completion level, including responses and resolutions to issues raised during the 30% Design Workshop, integrating mutually agreed-upon improvements into the design.
- Design models will be substantially developed and presented at the workshop to more fully define the facilities.
- Value Engineering Letter Report (Jacobs to provide potential cost saving items greater than \$50,000).
- Technical specifications developed using Jacobs' standard specification sections for each project component, except where JEA has specific specification requirements. Commercial specifications (front ends) will be drafted from JEA's standard front-end provisions.
- A quality control (QC) review will be conducted prior to submitting the 60% Design documents to JEA.
- The 60% Design documents will be submitted to JEA for review and comments.

Deliverables:

- Meeting minutes from the 30% Design Workshop and written responses and intended resolutions to the 30% Design review comments
- One electronic copy (PDF) and two hard copies (drawings to be half-size) of the 60% Design documents to include the following:
 - Preliminary Design Documents – design development (60%) drawings and draft commercial and technical specifications
 - Plans and major elevations drawings
 - Finalized P&IDs
 - Single-line diagram and preliminary electrical plans
 - Finalized process calculations
 - 60% Design Workshop agenda
 - 60% Design Workshop meeting minutes delivered electronically (PDF) through email
- Class 2 OPCC Estimate for 60% Design Deliverable

Meetings:

- Attend one 60% Design Review Workshop with JEA staff.

Assumptions:

- All JEA review comments will be consolidated and organized into a single quality review form developed by Jacobs and approved by JEA.
- JEA will provide the recommendations of the JEA-performed resiliency study and provide direction regarding what recommendations need to be considered in the Final Design.
- In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the project, Jacobs has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding

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procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, Jacobs makes no warranty that JEA's actual project costs, financial aspects, economic feasibility, or schedules will not vary from Jacobs' opinions, analyses, projections, or estimates.

If JEA wishes greater assurance as to any element of project cost, feasibility, or schedule, JEA will employ an independent cost estimator, contractor, or other appropriate advisor.

Subtask 2.3. Detail Design (90%) Deliverable Package

Following the approval of the 60% Design Documents and based on the direction received from JEA, Jacobs will proceed with advancing the design to the 90% Design level. The 90% Design drawings, technical specifications, and commercial specification (front ends) will be developed, including responses and resolutions to issues raised during the 60% Design Review Workshop, integrating mutually agreed-upon elements into the Final Design.

Jacobs will also prepare OPCC documents for the WTP and appurtenances in accordance with the JEA's Capital Project Allocation/Project Delivery Process requirements—a Class 2 Cost Estimate for 60% Design Deliverable.

The 90% Design will include the following:

- Detailed design drawings, details, and technical specifications will be developed to a 90% completion level, including responses and resolutions to issues raised during the 60% Design Workshop, integrating mutually agreed-upon improvements into the design.
- Design models will be substantially developed and presented at the 90% workshop to more fully define the facilities.
- Final design will consider the recommendations of the resiliency study and incorporate them as much as possible to avoid future flooding events.

A review workshop will be scheduled after JEA Management and O&M staff have reviewed the 90% Design documents, with the following primary objectives:

- Demonstrate the resolution of issues and integration of previous comments from the 60% Design Workshop.
- Provide a forum for the JEA O&M staff to provide input to the Construction Bid Documents requirements.
- Reach consensus with JEA Management and O&M staff on the 90% Design feedback responses to be integrated into the Final Design.
- Demonstrate the project will provide JEA with an integrated, reliable, low-maintenance, efficient WTP.

Deliverables:

The following deliverables will be submitted to JEA as part of this task:

- Written responses and intended resolutions to the 60% Design review comments

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- One electronic copy (PDF) and two hard copies (drawings to be half-size) of the 90% Design Documents, to include the following:
 - Design Drawings
 - Commercial and Technical Specifications
 - Final Design Calculations
- Asset management documentation (JEA to provide example and required template)
- 90% Design Workshop agenda
- 90% Design Workshop meeting minutes delivered electronically (PDF) through email
- Class 1 OPCC Estimate for 90% Design Deliverable

Meetings:

- Attend one 90% Design Review Workshop with JEA staff.

Assumptions:

- All JEA review comments will be consolidated and organized into a single quality review form developed by Jacobs and approved by JEA.
- In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the project, Jacobs has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, Jacobs makes no warranty that JEA's actual project costs, financial aspects, economic feasibility, or schedules will not vary from Jacobs' opinions, analyses, projections, or estimates.

If JEA wishes greater assurance as to any element of project cost, feasibility, or schedule, JEA will employ an independent cost estimator, contractor, or other appropriate advisor.

Subtask 2.4. Bid Documents (100%) Deliverable Package

Following the approval of the 90% Design Documents and based on the direction received from JEA, Jacobs will proceed with the preparation of the 100% Documents. The Bid Documents drawings, technical specifications, and commercial specifications (front ends) will be developed, including responses and resolutions to issues raised during the 90% Design Review Workshop, integrating mutually agreed-upon elements into the Final Design.

The 100% Documents will include the following:

- 100% Design Drawings and Technical Specifications
- Final Design Calculations
- Final Asset Management Documents
- Final Topographic Survey and Utility Locates
- Final Geotechnical Investigation Report
- Draft Bid Form with Unit Quantities

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Following the approval of the 100% Design Documents and based on the direction received from JEA, Jacobs will proceed with the preparation of the Bid Documents.

Deliverables:

The following deliverables will be submitted to JEA as part of this task:

- Written responses and intended resolutions to the 90% Design review comments
- One electronic copy (PDF) and two hard copies (drawings to be half-size) of the 100% Design to include the following:
 - 100% Design Drawings and Commercial and Technical Specifications
 - Final Asset Management Documentation (JEA to provide example and required template)
- One electronic copy (PDF) and two hard copies (drawings to be half-size) of the Bid Documents

Meetings:

- No meeting is anticipated for this Task.

Assumptions:

- JEA will prepare and distribute all Bid Documents to the respective Bidders.
- JEA will provide guidance on preparation of the asset management documents, including asset description and asset group on the asset hierarchy tab.
- JEA and Jacobs will review comments, including comments from appropriate permitting agencies, which will be incorporated into the Final Construction Contract Documents.
- All JEA review comments will be consolidated and organized into a single quality review form developed by Jacobs and approved by JEA.

Task 3. Well Design Services

This task develops the detail design that incorporates plugging and abandoning the existing Well No. 2 and designing a new onsite replacement well (Well No. 2R) rated at a 2,500-gpm design capacity. Well Nos. 2R, 3, and 4 (2,500 gpm each) will be needed to meet the anticipated firm capacity of 7 mgd for Westlake WTP. The offsite production well, Well No. 4, will also be incorporated into the design for pipe sizing, raw water connections, and SCADA control by radio.

Subtask 3.1 Well Abandonment Plan and Design

Jacobs will develop a well abandonment, construction, and testing plan and technical specifications to be used to bid and implement abandonment of existing Well No. 2 and construct replacement Well No. 2R. The following well design services are included as part of this subtask:

- Develop plans and technical specifications for the abandonment of Westlake Well No. 2 and the construction and testing of Westlake Replacement Well No. 2R. It is anticipated that the new well will be designed with approximately 100 feet of 30-inch-diameter surface casing, approximately 420 feet of 20-inch-diameter final casing, and an estimated 880 feet of open borehole drilled into the upper Floridan aquifer and lower Floridan aquifer for an approximate total depth of 1,300 feet below land surface. Actual casing setting and well depths will be determined based on site-specific hydrogeologic

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conditions combined with regulatory constraints. The target design flow rate for the new well will be 2,500 gpm; the specific aquifer characteristics will influence the final capacity of the well.

Deliverables:

The following deliverables will be submitted to JEA as part of Subtask 3.2:

- Draft well abandonment, drilling, and testing specifications (PDF delivered through email)
- Final well abandonment, drilling, and testing specifications (PDF delivered through email)

Meetings:

- Attend one review meeting with JEA.

Assumptions:

- The well locations, access, depth, and size do not change.
- Existing private well location information will be provided by JEA. Private well mitigation services are not included.
- No wetland mitigation services are included as part of this scope of services.
- JEA Division 0 will be used for the Bid Documents. Division 0 to be prepared by JEA.

Subtask 3.2 Wellhead Design

Jacobs will prepare a wellhead design for one new 12-inch wellhead located within the Westlake WTP site. A detailed design will be prepared for the construction of a new wellhead, electrical equipment, and site civil improvements. The design package will include detailed drawings, notes, photographs, and references to the wellhead specifications package that will be prepared for JEA as part of this scope. JEA Standards will be referenced in the design drawings. Jacobs will provide signed and sealed design drawings of the Final Design drawing set.

Deliverables:

The following deliverables will be submitted to JEA as part of Subtask 3.3:

- Conceptual wellhead layout
- Detailed wellhead design for one wellhead
- Draft and Final wellhead specifications
- 30% Design will involve further development of the conceptual layout; as part of this deliverable, Jacobs will perform the following:
 - Updated well site layout
 - Updated well structural, mechanical, electrical, and instrumentation design parameters
 - 30% Well Design Documents
 - 30% QC review
- 90% Design will involve further development of the 30% Design based on QC review and JEA input; as part of this deliverable, Jacobs will provide the following:
 - Summary of JEA's 30% comments and Jacobs' responses

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- 90% Design Documents
- 90% pump specification
- Final Design will involve incorporating JEA's 90% review; as part of this deliverable, Jacobs will provide the following:
 - Summary of JEA's 90% comments and description of how JEA's comments were implemented
 - Final, complete engineering drawings
 - Final pump specification
 - Final well pump sizing

Meetings

The following meetings are included as part of Subtask 3.2:

- It is anticipated that there will be a meeting to review the conceptual layout.
- Two project design review meetings will be held following submittal of the 30% and 90% Design Packages. The result of the 90% Design Package review meeting will be the delivery of Final Drawings and final pump specifications.

Assumptions

The following assumptions are included as part of Subtask 3.2:

- The final wellhead design considerations may differ slightly from JEA's Project Scope Statement; therefore, the actual improvements to be implemented could change from the services described herein. However, provisions are included herein that allow Jacobs to prepare a typical wellhead design based on the applicable items from their previous experience on JEA wellhead projects.
- The wellhead design is based on the new well location being within the existing WTP property.
- The wellhead design improvements anticipated include the following:
 - Demolition of existing Well No. 2 wellhead.
 - New aboveground wellhead piping, flowmeter, conductivity probe, water level transducer, pressure gauge, check valve limit switch, electrical and control panels, light pole, well pad, electrical equipment pad (at grade), and fencing.
 - Landscape Design: Prepare code minimum landscape plans and vegetation maintenance guidelines for plant establishment. Plans will include installation details and specifications necessary for new plantings. Landscape plans will include all minimum informational requirements of the Unified Land Development Code for the City of Jacksonville and JEA's design guidelines. The landscape plan will provide perimeter vegetative screening from outside views at the street and adjacent residential buildings.
 - Connection to yard piping to connect to the aboveground storage tank.
 - Existing wellfield hydraulic model updates.
- Electrical and Instrumentation and Controls Assumptions
 - Power feed for the wellhead will be from the new WTP high-service pump station and Electrical Building at 480-volt-alternating-current (VAC) feeder from the new WTP facility.

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- Standard wellhead equipment rack, reduced-voltage soft start (RVSS), and SCADA panels; 480VAC and 240/120VAC power distribution; and instrumentation transmitters. The RVSS panel will incorporate an Eaton S811+ solid-state soft starter and staged surge protection for the pump motor.
- Instrument transmitters will be located within an enclosure.
- Wellhead instrumentation elements will include an E&H Promag W500 flowmeter with Profinet protocol, conductivity, source pressure, well level, and a check valve limit switch.
- SCADA panel communication to the WTP master control panel (MCP) to be by fiber communication.
- Design within the WTP MCP to accommodate the new remote supply well.
- Modifications to the WTP MCP programming for integration of the new wellhead instrumentation.
- In general, the standardized electrical design for new electrical panels and gear that was most recently used at Westlake Well No. 4 and Cecil Commerce Well No. 4 will be used. No rehabilitation of the existing electrical panels is included.
- Structural design includes design of the concrete slab (at grade) for the wellhead piping. Rehabilitation of the existing wellhead is not included.
- Flow-measurement design is based on the use of Endress+Hauser Promag W500 magnetic flowmeter with Profibus protocol. If other flow-measurement devices are requested, an additional fee may be required.
- SCADA – Jacobs' consultation, review, configuration, or study (as applicable) of JEA's software, hardware, products, or systems (collectively "JEA's System") in no way makes Jacobs responsible for the performance, operation or security of JEA's System. Jacobs makes no warranty, whether expressed or implied, as to the viability or performance of JEA's System. Additionally, Jacobs cannot and does not provide any representation, warranty or guarantee that its services will ensure JEA's System will not be vulnerable, susceptible, or open to outside infiltration, exploitation, hacking, or breach from third parties or outside entities or sources. JEA is solely responsible for the security of JEA's System, and Jacobs' services do not in any way relieve JEA of any responsibility for the protection, firewalling, and/or overall security of JEA's System. Jacobs shall have no responsibility or liability for the security of JEA's System and JEA shall indemnify and hold Jacobs harmless for any claims, liability, actions, damages, expenses, and/or costs of any kind associated with any actual or alleged infiltration, data loss, data corruption, exploitation, hacking, or breach of JEA's System at any time regardless of the source or cause thereof.

Task 4. Permitting Assistance

Permitting assistance will be provided separately for the Water Supply Wells and the WTP. Permitting services are described in the following.

Subtask 4.1 Permitting Services for WTP Package

The following tasks will be conducted as part of the permitting assistance for the WTP project:

- Prepare an ERP application for stormwater management, wetland resources, and endangered and threatened species review. ERP will be submitted to the St. Johns River Water Management District (SJRWMD) as required. This scope includes response to one Request for Additional Information (RAI).

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- Prepare an application package for FDEP Public Drinking Water Facility Construction Permit for the WTP. This scope includes response to one RAI for the WTP permit.
- Prepare drawings required for the City of Jacksonville 10-Set Review process. This scope includes response to one RAI.
- Prepare a permit application to FDEP for the sanitary lift station. This scope includes response to one RAI.
- Complete a Certificate of Completion for FDEP.
- Coordinate sample collection and reporting (to be done by JEA) for FDEP approval.
- Coordinate responses to issues raised by inspectors.

The services to be provided in this task include:

- Conduct a preliminary meeting with SJRWMD, FDEP, and the City of Jacksonville to describe the project requirements and identify and resolve areas of concern prior to submitting permit applications.
- Prepare permit applications.
- Prepare written responses to review comments from the permitting agencies.
- Conduct a meeting with FDEP to resolve any RAI issues concerning the Water Facility Construction Permit.

Permit processing will be initiated as soon as practicable. It is assumed that the 90% Contract Documents may be submitted for permit review to FDEP, SJRWMD, U.S. Army Corps of Engineers, and the City of Jacksonville. Appropriate agency review comments will be incorporated into the Final Bid Documents or will be added by Addendum, depending on the time of receipt of the agency's comments.

Meetings:

- One preliminary (pre-application) meeting each with FDEP, SJRWMD, and City of Jacksonville is included in this scope of work (a total of three pre-application meetings).
- One RAI meeting with FDEP is included in this scope of work.
- One onsite meeting with SJRWMD to confirm the wetlands delineation boundary for the WTP, raw water pipeline, and Well No. 2 sites.

Deliverables:

- Two copies of the FDEP Public Drinking Water Facility Construction Permit application package
- Two copies of the ERP application package
- U.S. Environmental Protection Agency (EPA) National Pollutant Discharge Elimination System (NPDES) General Permit for Construction Activities, including Notice of Intent and Notice of Termination forms
- Ten sets of drawings for the City of Jacksonville 10-Set Review

Subtask 4.2 Well Permitting Services

The scope of services for this task includes providing permitting assistance for the abandonment and replacement of Westlake Well No. 2. Jacobs will perform the following services as part of this task:

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- Coordinate and attend an onsite meeting with SJRWMD personnel for final approval of the well site within the subject property. The onsite meeting will include review of site conditions with SJRWMD to assist the agency in issuing the construction permit, including necessary variances or modifications, if required.
- Provide JEA with information needed to prepare a Consumptive Use Permit (CUP) letter modification (a CUP letter modification is required for replacement wells).
- Prepare and submit documents to obtain an SJRWMD-approved well abandonment, construction, and testing plan.

Deliverables:

The following deliverables will be submitted to JEA as part of Subtask 3.1:

- Draft Well Abandonment, Construction, and Testing Plan for Well 2R (PDF delivered through email)
- Final Well Abandonment, Construction, and Testing Plan for Well 2R (PDF delivered through email)

Meetings:

The following meetings are included as part of Subtask 3.1:

- Attend one onsite meeting with SJRWMD for approval of the replacement well site.

Assumptions:

The following assumptions are included as part of Subtask 3.1:

- With input provided by Jacobs, JEA will prepare and submit the CUP letter modification package to SJRWMD.
- Water well construction permit will be applied for by the JEA-awarded Contractor through a Florida-licensed Water Well Contractor.
- The FDEP Public Drinking Water Facility permit application will be submitted at the completion of the preliminary design (Task 1.1), including the Basis of Design Memorandum and preliminary design drawings.
- Jacobs will provide signed and sealed drawings and specifications required for permitting. No permits other than those listed herein are included in this scope of work. For permitting tasks, if additional effort beyond the estimated level of effort is needed, JEA and Jacobs will meet to establish the additional services needed and will, by mutual agreement, determine additional compensation due to Jacobs.
- All permit application fees will be paid for by JEA.
- Jacobs will not be responsible for regulatory agency delays.
- No tasks associated with wetland mitigation or monitoring for environmental impact that may be proposed by regulatory agencies are included in this scope.
- It is assumed the SJRWMD will require a field visit to verify the wetland status.
- No coordination with state or federal agencies regarding potential impacts to protected species will be required.

Scope of Services for Professional Engineering Services for the Westlake Water Treatment Plant (WTP) Expansion from 3.0 to 7.0 mgd

- Appropriate zoning exists at the site, or JEA will obtain appropriate zoning based on the final site layout.
- One ERP will be obtained for the WTP and Well No. 2R.
- The Contractor will obtain site clearing, dewatering, and building permits.
- Certifications for construction will be submitted to regulatory agencies. Certifications will be limited to the scope of services performed by Jacobs and will be in conformance with the Rules of the Department of Professional Regulation, Board of Engineer Examiners. Jacobs will not sign and seal Record Drawings without the appropriate language identifying the information is furnished by others and based upon the knowledge and belief of Jacobs in accordance with the scope of services performed. Should the Record Drawings not be approved by any regulatory agency, Jacobs will assist JEA in taking the necessary steps to correct the Record Drawings and resubmit them to that agency.
- No well siting services are included in this scope of services. If well siting services are required, additional fees may be incurred.
- JEA will pay all costs for laboratory analyses (bacteriological only) of water quality sampling required by SJRWMD and FDEP.

Task 5. Bid Phase Services

Jacobs will provide limited Bid Phase services for the bidding of the project. The bid services will consist of the following subtasks.

Subtask 5.1 Attend Pre-bid Meeting

Jacobs will attend one Pre-bid Meeting (up to two Jacobs staff for up to 4 hours each, excluding travel time), conducted by JEA, with prospective Contractors, equipment manufacturers, and vendors.

Meetings:

- One Pre-bid Meeting will be held for this project.

Deliverables:

- None

Subtask 5.2 Provide Technical Interpretation

Jacobs will respond to all questions during the bid period. JEA will provide questions for response. If necessary, Jacobs will assist JEA in preparation of Addenda.

Deliverables:

- Jacobs will deliver to JEA written responses to any questions provided by JEA.
- Jacobs will provide documentation (that is, revised drawings, technical specifications, and so forth).

Scope of Services for Professional Engineering Services for the Westlake Water Treatment Plant (WTP) Expansion from 3.0 to 7.0 mgd

Subtask 5.3 – Conformed Documents

Following the Bid Phase and comments received, including comments from permitting agencies, subcontractors, and vendors, Jacobs will coordinate all design document changes occurring during the Bid Phase and incorporate those changes into a conformed drawing and specification set to be used for construction of the project.

Deliverables:

The following deliverables will be submitted to the JEA as part of this task:

- One electronic copy (PDF) and two hard copies of the conformed design documents (drawings and specifications)

Assumptions:

- Level of effort and fee for Addenda support is limited to two Addenda with a low-level of drawing and technical specification revisions required.
- Jacobs will not attend bid opening. Jacobs will not be required to evaluate the bids.
- JEA will prepare final Contract Documents for issuance to the Contractor. JEA will administer distribution of contract bidding documents to Contractors, suppliers, and plan rooms.
- Services associated with bid protests and rebidding are not included in this scope of work and can be provided as additional services.

Task 6. Services During Construction

Subtask 6.1 Well No. 2R Hydrologic and Testing Services

Jacobs will provide professional hydrogeologic support services during the construction and testing of Well No. 2R, including the following services:

- During well construction and testing, Jacobs will be onsite frequently to coordinate and document key construction and testing activities, including but not limited to pilot-hole drilling, casing installation, water quality sampling, and aquifer performance testing.
- Compile, evaluate, and interpret hydrogeologic data obtained during well construction and testing. Hydrogeologic data include but are not limited to lithologic sample descriptions, water quality sampling results, video and geophysical logging data, and variable-rate pumping test data.
- Following well completion, a hydrogeologic and engineering report will be prepared for submittal to SJRWMD. The report will summarize the regional and local hydrogeologic conditions, production well construction details, aquifer testing procedures and results, and water quality sampling results during and after drilling.

Meetings:

- One Preconstruction Meeting.
- Monthly construction progress meetings for testing and construction of the Water Supply Well.

Scope of Services for Professional Engineering Services for the Westlake Water Treatment Plant (WTP) Expansion from 3.0 to 7.0 mgd

Deliverables:

- Copies of lithologic log, video and geophysical logs, field water quality, laboratory reports, and pumping test data.
- Well Completion Report (PDF delivered through email).
- Jacobs will prepare weekly reports summarizing the construction and testing progress of the supply well. The status reports will be submitted to JEA and SJRWMD.
- Shop drawing submittal review responses.
- Responses to all Requests for Information (RFIs).
- One AutoCAD file of the Record Drawings.
- Signed and sealed Record Drawings for regulatory agency submittals (one set per agency).

Subtask 6.2 Water Treatment Plant Construction Services

Jacobs will provide limited construction-phase services for the WTP. Construction-phase services will consist of the following subtasks:

- Jacobs will provide one set of Construction Documents to the Contractor (electronic format [PDF], one half-size hard copy, and one full-size hard copy set).
- Jacobs will attend one preconstruction meeting (up to five Jacobs staff for up to 10 hours each, excluding travel time).
- Jacobs will review up to a total of 250 shop drawings, diagrams, illustrations, catalog data, schedules and samples, the results of tests and inspections, equipment O&M Manuals, and other data that the Contractor is required to submit, inclusive of resubmittals. Jacobs will set up an online data tracking system to track all submittals.
- Jacobs will review and provide responses to up to a total of 85 RFIs, technical interpretations of the Drawings, Specifications, and Contract Documents, and evaluate requested deviations from the approved design or specifications.
- Jacobs will attend the Contractor's monthly progress meetings (up to two Jacobs staff for up to 2 hours each, excluding travel time). JEA will prepare the meeting agenda and meeting minutes for monthly progress meetings.
- Jacobs will assist JEA with Contractor claims relating to the acceptability of the work or the interpretation of the requirements of the Technical Specifications and Drawings pertaining to the execution and progress of the work. When requested, Jacobs will provide technical assistance to JEA regarding the scope and cost of any necessary contract change orders for up to 100 hours.
- JEA will be responsible for preparing the change order documents.
- Jacobs' engineer will make periodic site visits (up to two site visits per month for up to 10 hours each, excluding travel time) to observe the progress and quality of the work and to determine, in general, if the work is proceeding in accordance with the intent of the technical portion of the Contract Documents and to view critical operations during construction.
- Jacobs will provide startup assistance for a total of 12 weeks with up to three Jacobs staff (Process Mechanical, Instrumentation & Controls, and Electrical Engineer) for up to 10 hours each per week and

Scope of Services for Professional Engineering Services for the Westlake Water Treatment Plant (WTP) Expansion from 3.0 to 7.0 mgd

will work with JEA and the Contractor to coordinate training sessions to be provided by equipment suppliers under the Construction Contract.

- Jacobs will perform a final review of the construction to determine, in general, if the work has been completed in conformance with the intent of the Contract Documents, assist in negotiating final payment for construction, and submit a final letter report upon which final settlement and termination of the Construction Contract can be based. JEA and appropriate regulatory agencies will furnish a representative to jointly make the final observation of the construction. The proceedings of all final settlement negotiations will be documented, and the basis for final payment will be recorded.
- Jacobs will provide Record Drawings and submit an AutoCAD file format to JEA following completion of the work. Jacobs will prepare the Record Drawings using available information supplied by the Contractor(s), onsite representative personnel, suppliers, and other sources. This information will be compiled by the Contractor(s) in a single set of annotated "redline" Contract Documents.

Meetings:

- One Preconstruction Meeting per project
- Monthly construction progress meetings for the WTP

Deliverables:

- Shop drawing submittal review responses
- Responses to all RFIs
- One AutoCAD file of the Record Drawings
- Signed and sealed Record Drawings for regulatory agency submittals (one set per agency)

Assumptions (Tasks 6.1 and 6.2):

- Laboratory analyses for all water quality samples will be performed by the JEA Springfield Laboratory (bacteriological only).
- JEA will coordinate all project outreach activities, if required.
- Submittals will be reviewed for general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. Such review is not intended as an approval of the submittals if they deviate from the Contract Documents or contain errors, omissions, and inconsistencies, nor is it intended to relieve the Contractor of their full responsibility for Contract performance, nor is the review intended to ensure or guarantee a lack of inconsistencies, errors, and/or omissions between the submittals and the Contract requirements. Jacobs will furnish one set of the reviewed drawings to JEA.
- A copy of all deliverables will be submitted in an electronic format(s) acceptable to JEA.
- Jacobs will not review the Contractor's monthly payment applications.
- Hazardous substances could be present when onsite. Jacobs shall at no time take title, risk of loss, or ownership of any hazardous materials or wastes. JEA recognizes that Jacobs assumes no risk and/or liability for hazardous materials encountered while performing any services associated with such hazardous waste.
- If hazardous waste is discovered during the project and this negatively affects the project performance and schedule, JEA will renegotiate the terms to compensate for the resulting change in services.

Scope of Services for Professional Engineering Services for the Westlake Water Treatment Plant (WTP) Expansion from 3.0 to 7.0 mgd

- Jacobs will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, and Jacobs will not be responsible for Contractor's failure to perform the work in accordance with the Construction Contract Documents.
- Jacobs and Jacobs' personnel have no authority to exercise any control over any Construction Contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the Construction Contractor(s) or other entity or any other persons at the site except Jacobs' own personnel.
- JEA will provide overall construction management and primary resident construction observation for the WTP project. Jacobs will assist in completing the Certificate of Completion form but will not be responsible for signing and sealing the FDEP Certificate of Completion for the construction of the WTP.
- Jacobs will prepare weekly reports summarizing the construction and testing progress of the supply well. The status reports will be submitted to JEA and SJRWMD.
- Jacobs will not prepare a detailed Operations Manual for the facility. Jacobs will review equipment O&M Manuals submitted by the Contractor as part of the submittals process.

Obligations of JEA

JEA will provide assistance during the construction as follows:

- JEA will give prompt notice to Jacobs whenever JEA observes or becomes aware of any development that affects the scope or timing of Jacobs' services or of any defect in the work of Jacobs or the Construction Contractor.
- JEA will provide an onsite resident inspector during well and WTP construction. The onsite time required for the resident inspector will be wholly at JEA's discretion.
- JEA reserves the right to execute an "Owners Purchase Agreement" with the contractors for construction materials and equipment.

Task 7. Additional Services

This Task is for the allowance and optional addition of services, in addition to those specified herein, which are related to the design, permitting, bidding, or construction-phase services of this project but not included within this scope of services and fee. These services can be provided as a Task Order after a specific scope and budget has been agreed upon between JEA and Jacobs, and a written Notice to Proceed (NTP) is received from JEA. Additional services may include the following:

- Hydraulic modeling of the potable water distribution systems
- Design services associated with differing field conditions that alter current design plans
- Design services related to differing or changed design parameters as required by JEA
- Design services related to an increased level of design detail required by JEA or the regulatory agencies (for example, hydrogen sulfide removal and City of Jacksonville permitting requirements)
- Services related to preparing a wetland mitigation plan, if required
- Services associated with responding to more than the indicated RAIs from each permitting agency

Scope of Services for Professional Engineering Services for the Westlake Water Treatment Plant (WTP) Expansion from 3.0 to 7.0 mgd

- Equipment warranty-related services
- Services rendered to resolve bid protests, rebidding, claims, litigation, and other controversy in connection with this project when such action is for causes beyond Jacobs' control
- Resident inspection services
- Construction-phase services for subsequent phases of construction

Schedule

The scope and fee are based on no delays due to site acquisition, permitting, or other factors causing delays. The project scope and schedule are based on a typical work schedule and assume that no extraordinary efforts will be made to complete the work in an accelerated manner. Extraordinary efforts include working any time other than daylight hours during weekdays and other activities not normally required.

A project schedule will be developed as part of the initial work planning activities and will be updated throughout the project. Table 1 presents the anticipated duration of key activity milestones.

Table 1. Preliminary Schedule

JEA Westlake WTP Engineering Services for Design Completion

Activity Description	Duration (Calendar Days)	Time from NTP (Calendar Days)
NTP	30	0
Survey and Geotechnical Investigation	60	60
WTP and Well Design	390	390
Bid Phase	60	450
Contractor Award and Construction NTP	120	570
Construction – Phase 1 (Ground Storage Tank)	360	930
Construction – Phase 2 (WTP)	900	1,470
Project Closeout (including Demolition Activities)	120	1,590

Payment of Services

The engineering services for design of the JEA Westlake WTP provided by Jacobs will include a Lump Sum (LS) compensation method.

Firm Fixed Price Invoicing

For firm fixed price or LS invoicing, Jacobs will submit to JEA an invoice once per month for payment based on the estimated percentage of completion multiplied times the firm fixed price or LS amount. A schedule of values breakdown will be developed and agreed upon and submitted with the first invoice. Table 1 shows the payment of services set up for the tasks for this project by phase. Attachments A and B include a detailed fee summary and billing rates, respectively.

Scope of Services for Professional Engineering Services for the Westlake Water Treatment Plant (WTP) Expansion from 3.0 to 7.0 mgd

Table 2 provides a summary of deliverables for each design task.

Table 2. Deliverables for Design Service Tasks

JEA Westlake WTP Engineering Services for Design Completion

Task	Deliverables	Date
Task 1 Preliminary Engineering Services		
Subtask 1.1	Electronic version of meeting summary notes	
Subtask 1.2	Request for Data/Information	
Subtask 1.2	Meeting Minutes, including site visit observations and findings	
Subtask 1.3	Supplemental Survey Report and Utility Locates	
Subtask 1.4	Draft Geotechnical Investigation Report	
Subtask 1.4	Final Geotechnical Investigation Report	
Task 2 WTP Design Services (30%, 60%, and 90% design)		
Subtask 2.1	Draft Preliminary Design Report (PDR)	
Subtask 2.1	Final Preliminary Design Report (PDR) and Class 3 OPCC Estimate	
Subtask 2.2	60% Design package (Plans and Specifications) and Class 2 OPCC Estimate	
Subtask 2.3	90% Design package (Plans and Specifications) and Class 1 OPCC Estimate	
Subtask 2.4	Bid Documents (100% Design) package (Plans and Specifications)	
Task 3 Well Design Services		
Subtask 3.1	Draft well abandonment, drilling, and testing specifications	
Subtask 3.1	Final well abandonment, drilling, and testing specifications	
Subtask 3.2	30% Wellhead Design (Plans and Specifications)	
Subtask 3.2	90% Wellhead Design package (Plans and Specifications)	
Subtask 3.2	Bid Documents (100% Design Plans and Specifications)	
Task 4 Permitting Assistance (WTP and Well No. 2R)		
Subtask 4.1	FDEP Public Drinking Water Facility Construction Permit application package	
Subtask 4.1	ERP application package	
Subtask 4.1	EPA NPDES General Permit for Construction Activities including Notice of Intent and Notice of Termination forms	
Subtask 4.1	10 sets of drawings for the City of Jacksonville 10-Set Review	
Subtask 4.2	Draft Well Abandonment, Construction, and Testing Plan for Well No. 2R	
Subtask 4.2	Final Well Abandonment, Construction, and Testing Plan for Well No. 2R	
Task 5.0 Bid Services		
Subtask 5.1	Response to Bidders Request for Information/Questions	

Award #R01 Supporting Documents 08/07/2025

Scope of Services for Professional Engineering Services for the Westlake Water Treatment Plant (WTP) Expansion from 3.0 to 7.0 mgd

Task	Deliverables	Date
Subtask 5.2	Attend Pre-bid Meeting	
Subtask 5.3	Conformed Documents	
Task 6 Services During Construction (Well 2R and WTP)		
Subtask 6.1	Weekly Reports – construction and testing progress of the supply well	
Subtask 6.1	Well Completion Report	
Subtask 6.1	Well Record Drawings	
Subtask 6.2	Submittal Reviews	
Subtask 6.2	Requests for Information responses	
Subtask 6.2	WTP Record Drawings	

Attachment A Fee Summary



JEA Westlake Water Treatment Plant (WTP) Expansion from 3.0 to 7.0 MGD

ATTACHMENT A - FEE SUMMARY

Classification	Engineer 1/Technologist 1	Engineer 2/Technologist 2	Engineer 3/Technologist 3	Engineer 4/Technologist 4	Engineer 5/Technologist 5	Engineer 6/Technologist 6	Engineer 7/Technologist 7	Engineer 8/Technologist 8	Engineer 9/Technologist 9	Engineer 10/Technologist 10	Design Technician 1	Design Technician 2	Design Technician 3	Design Technician 4	Design Technician 5	Design Technician 6	Project Assistant	Average Project Bill Rate				
	\$ 70.00	\$ 100.00	\$ 132.00	\$ 154.00	\$ 184.00	\$ 212.00	\$ 240.00	\$ 262.00	\$ 280.00	\$ 312.00	\$ 70.00	\$ 100.00	\$ 130.00	\$ 155.00	\$ 184.00	\$ 213.00	\$ 89.00	Labor Hours	Labor Cost	Expenses	Total Cost	
1. Task 1 WTP Preliminary Engineering Services	0	0	0	0	10	560	20	270	0	78	0	0	0	192	0	0	0	0	1,130.00	\$ 250,196.00	\$ 62,967.00	\$ 313,163.00
1.1. Project Management						400		190		58				192					840.00	\$ 182,436.00	\$ -	\$ 182,436.00
1.1. Design Work Plan and Kickoff Meeting					10	160	20	80		20									290.00	\$ 67,760.00	\$ 6,350.00	\$ 74,110.00
1.2. Data Collection																			-	\$ -	\$ -	\$ -
1.3. Additional Survey and Utility Locates																			-	\$ -	\$ 30,000.00	\$ 30,000.00
1.4. Geotechnical Investigation Service																			-	\$ -	\$ 26,617.00	\$ 26,617.00
2. Task 2 WTP Detail Design Service	0	484	294	267	206	1119	481	388	384	0	0	303	577	178	451	427	95	5,654.00	\$ 1,043,364.00	\$ 150,529.00	\$ 1,193,893.00	
2.1. 30% Design and Class 3 OPCC estimate		68	55	40	43	221	75	69	58			76	84	27	68	73	14	971.00	\$ 179,314.00	\$ -	\$ 179,314.00	
2.2. 60% Design and Class 2 OPCC estimate		194	123	80	67	399	87	90	134			121	163	53	135	150	29	1,825.00	\$ 327,728.00	\$ -	\$ 327,728.00	
2.3. 90% Design and Class 1 OPCC estimate		154	86	107	64	325	244	165	134			61	243	71	180	150	38	2,022.00	\$ 380,363.00	\$ -	\$ 380,363.00	
2.4. 100% Design/Bid Documents		68	30	40	32	174	75	64	58			45	87	27	68	54	14	836.00	\$ 155,959.00	\$ 3,339.00	\$ 159,298.00	
Landscape Design - Landwise																		\$ -	\$ -	\$ 47,290.00	\$ 47,290.00	
Stormwater Design - Four Waters Engineering																		\$ -	\$ -	\$ 49,900.00	\$ 49,900.00	
QC Review - Mott MacDonald																		\$ -	\$ -	\$ 50,000.00	\$ 50,000.00	
																		\$ -	\$ -	\$ -	\$ -	
3. Task 3 Well Design Services	0	0	75	0	0	282	0	0	0	0	0	200	0	0	0	60	0	617.00	\$ 102,464.00	\$ 10,000.00	\$ 112,464.00	
3.1. Well Abandonment drilling and testing Specifications																		-	\$ -	\$ -	\$ -	
3.2. Wellhead Design (Plans & Specs)			75			282						200				60		617.00	\$ 102,464.00	\$ -	\$ 102,464.00	
Constructability Review - Complete Services																		\$ -	\$ -	\$ 10,000.00	\$ 10,000.00	
4. Task 4 Permitting Assistance	0	0	0	0	0	120	0	24	0	0	0	0	0	0	0	16	0	160.00	\$ 35,136.00	\$ 27,840.00	\$ 62,976.00	
4.1. WTP Permitting Services						80		24								16		120.00	\$ 26,656.00	\$ -	\$ 26,656.00	
4.2. Well Permitting Services						40												40.00	\$ 8,480.00	\$ -	\$ 8,480.00	
Stormwater Permitting - Four Waters Engineering																		-	\$ -	\$ 27,840.00	\$ 27,840.00	
5. Task 5 Bid Phase Services	0	0	10	10	0	40	20	30	0	0	0	0	0	0	0	0	0	110.00	\$ 24,000.00	\$ -	\$ 24,000.00	
5.1. Pre-bid conference						20		10										30.00	\$ 6,860.00	\$ -	\$ 6,860.00	
5.2. Bid Technical Clarifications			10	10		20	20	20										80.00	\$ 17,140.00	\$ -	\$ 17,140.00	
5.3. Conformed Documents (included in SDC)																		-	\$ -	\$ -	\$ -	
6. Task 6 Services During Construction (SDC)	0	80	372	372	508	1860	558	240	0	0	0	120	200	80	80	240	334	5,044.00	\$ 944,950.00	\$ 43,870.00	\$ 988,820.00	
6.1. Supply Well 2R Hydrology and Testing						826											200	1,026.00	\$ 192,912.00	\$ -	\$ 192,912.00	
6.2. Water Treatment Plant Construction Services		80	372	372	508	1034	558	240				120	200	80	80	240	134	4,018.00	\$ 752,038.00	\$ 3,175.00	\$ 755,213.00	
Stormwater SDC - Four Waters Engineering																		-	\$ -	\$ 40,695.00	\$ 40,695.00	
7. Task 7 Additional Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	\$ -	\$ 125,000.00	\$ 125,000.00	
7.1 Allowance																		-	\$ -	\$ 125,000.00	\$ 125,000.00	
TOTALS	-	564	751	649	724	3,981	1,079	952	384	78	-	623	777	450	531	743	429	\$ 12,715	\$ 2,400,110	\$ 420,206	\$ 2,820,316	

Attachment B

Rate Schedule



JEA Westlake Water Treatment Plant (WTP) Expansion from 3.0 to 7.0 MGD

7/15/2025

Labor Category	2025 Raw Rate Range Criteria		2025 Bill Rate Basis		
	<u>≥Min Raw Rate</u>	<u><Max Raw Rate</u>	<u>Avg. Raw Rate</u>	<u>Multiplier</u>	<u>2025 Bill Rate</u>
Design Technician 1	\$20.00	\$30.00	\$25.00	2.8	\$70.00
Design Technician 2	\$30.00	\$40.00	\$35.00	2.8	\$98.00
Design Technician 3	\$40.00	\$50.00	\$45.00	2.8	\$126.00
Design Technician 4	\$50.00	\$60.00	\$55.00	2.8	\$154.00
Design Technician 5	\$60.00	\$70.00	\$65.00	2.8	\$182.00
Design Technician 6	\$70.00	\$80.00	\$75.00	2.8	\$210.00
Engineer 1/Technologist 1	\$20.00	\$30.00	\$25.00	2.8	\$70.00
Engineer 2/Technologist 2	\$30.00	\$40.00	\$35.00	2.8	\$98.00
Engineer 3/Technologist 3	\$40.00	\$50.00	\$45.00	2.8	\$126.00
Engineer 4/Technologist 4	\$50.00	\$60.00	\$55.00	2.7	\$148.50
Engineer 5/Technologist 5	\$60.00	\$70.00	\$65.00	2.7	\$175.50
Engineer 6/Technologist 6	\$70.00	\$80.00	\$75.00	2.7	\$202.50
Engineer 7/Technologist 7	\$80.00	\$90.00	\$85.00	2.7	\$229.50
Engineer 8/Technologist 8	\$90.00	\$100.00	\$95.00	2.6	\$247.00
Engineer 9/Technologist 9	\$100.00	\$110.00	\$105.00	2.6	\$273.00
Engineer 10/Technologist 10	\$110.00	\$120.00	\$115.00	2.6	\$299.00
Project Assistant	\$20.00	\$40.00	\$30.00	2.8	\$84.00

Attachment C

Subcontractor Proposals





FOUR WATERS ENGINEERING, INC.

324 6th Avenue North
Jacksonville Beach, FL 32250
(904) 414-2400 Office

June 8, 2025

July 11, 2025 (revised)

Chris Reichart
Asset Management Professional Sr.
JACOBS
200 W. Forsyth Street, Suite 1520
Jacksonville, FL 32202
Chris.reichart@jacobs.com

Re: JEA Westlake WTP Expansion
Engineering Assistance

Dear Mr. Reichart:

Four Waters Engineering, Inc. (4Waters) is pleased to provide this proposal to JACOBS for engineering assistance with the JEA Westlake Water Treatment Plant (WTP) Expansion project, specifically for stormwater design, associated permitting assistance, bidding and construction administration.

The overall project is understood to generally include construction expansion of the existing WTP from 3.0 to 7.0 MGD including the water treatment plant, water lines, access, drainage, sitework, and other associated components described in the JEA solicitation 1411901047. The project is located at 4770 Cisco Drive West in Duval County, Jacksonville, Florida.

Additional project understanding for 4Waters scope of services for the proposed project includes:

- Stormwater design.
- 4Waters to provide CAD file or pdf markup of stormwater design for JACOBS to create construction drawings.
- Drainage pipe profile design sheets to be done by JACOBS.
- Drainage detail sheets to be done by 4Waters.
- 4Waters to prepare drainage report.
- 4Waters to size stormwater pipes and provide stormwater pipe calculations.
- 4Waters to be lead on FDEP/SJRWMD ERP permitting for stormwater.
- 4Waters to be the lead on City of Jacksonville Site Development permitting.
- Stormwater specifications.
- General Services during construction for drainage related items for pre-construction meeting, RFI's, shop drawings, site visits, construction progress meetings, final walkthrough and punchlist, as-built review, project close-out and permit termination.
- Design will be in accordance with latest version of JEA Water & Wastewater Standards.
- 10 months for design schedule from 30% to 100% design submittals.
- No wetland impacts of site. ERP for stormwater permitting.

- Permit fees not included.
- Flood studies, FEMA LOMR, FEMA permitting are not included.
- Associated services provided *by Others*.
 - Drainage and grading plan and profile sheets to be completed by JACOBS, 4Waters will provide CAD file or pdf markup of stormwater design at each submittal for JACOBS use to create construction drawings;
 - Site layout to be coordinated by JACOBS with JEA and to provided to 4Waters for stormwater design;
 - JACOBS to establish finish floor elevations for 4Waters stormwater design;
 - All required survey and utility locates;
 - All required geotechnical investigation and engineering;
 - All necessary wetlands delineation, environmental survey, and protected species studies.
 - All landscape and irrigation design services.
 - JACOBS to do quantity takeoffs and cost estimates required.

The 4Waters scope of work and tasks listed below adhere to the tasks and subtasks from the JEA solicitation and 4Waters' understanding of the scope of work requested by JACOBS.

Task 1.0 Project Kick-Off Meeting and Data Collection

Subtask 1.1: Project Kick-off Meeting

4Waters will participate in a Project Kick-Off Meeting and site visit with JACOBS and Owner's staff. 4Waters will provide our notes from the meeting and site visit to JACOBS.

Subtask 1.2: Data Collection and Review

4Waters will review all available data and information collected by JACOBS from Owner and will provide any necessary feedback to JACOBS on additional information needed. 4Waters will review the completed 10% schematic design document completed by JACOBS for design understanding of the project and preparation of the drainage and grading design submittals.

Task 2.0 30% Preliminary Design Package

4Waters will provide all deliverables for the project electronically to JACOBS in Microsoft Word, AutoCAD, and Adobe Acrobat PDF format. 4Waters will internally QA/QC the design but will provide any requested updates from JACOBS QA/QC and design coordination. 4Waters will attend a design review meeting as needed for the 30% Design phase with JACOBS and Owner.

4Waters will utilize the survey provided by others and the 10% schematic design by JACOBS to evaluate the proposed drainage design for the JACOBS design layout. 4Waters will provide a written summary (technical memorandum or information to be included in JACOBS 30% documentation) of the stormwater design. 4Waters will provide the 30% stormwater design in AutoCAD or pdf markup to JACOBS to use for JACOBS preparation of plan and profile drawing sheets to be submitted with 30% design submittal. 4Waters will prepare the stormwater construction details utilizing JACOBS drafting standards where applicable. The 30% stormwater design detail sheets are anticipated to include the pond section detail and outfall structure detail. It is anticipated that the civil design detail sheets will be incorporated into the overall project drawing set and will reference general notes and drainage

callouts in the plan view sheets completed by JACOBS. JACOBS will do quantity takeoffs and complete the cost estimate.

4Waters and JACOBS civil lead will review the site together for determination of wet or dry pond design will be sufficient for the project site to meet water quality treatment and attenuation. SPTs and DRIs will be conducted by others coordinated by JACOBS for assistance with the stormwater design. The type and location of the geotechnical data required will be determined at the 30% design. Based on the JEA schedule provided, this project will follow the new stormwater treatment criteria. The project site appears to be upstream of a waterbody that is impaired for nutrients, which will require additional treatment of 80% removal of Total Phosphorus and Total Nitrogen. The site is also adjacent to wetlands to the south; therefore, it is likely that a wet detention pond will be required for this site if the site elevation is not increased. This may require additional coordination with the landscape architect provided by others, for the design requiring stormwater harvesting to meet the additional treatment for the site. Stormwater calculations will be provided to JACOBS for inclusion of the 30% design submittal to JEA.

Task 3.0 & 4.0 60% & 90% Percent Detailed Design Package

Following the 30% design meeting and feedback on the proposed stormwater design, 4Waters will proceed with 60% and 90% designs. The 60% and 90% designs will incorporate additional survey, geotechnical, and environmental information provided by others.

4Waters will internally QA/QC each design submittal but will provide any requested updates from JACOBS QA/QC and design coordination. 4Waters will attend a design review meeting as needed for the 60% and 90% Design phases with JACOBS and Owner.

The 60% stormwater design will be conducted in AutoCAD or pdf markup and provided to JACOBS for use of the final design drawing sheet development for each submittal. 4Waters will provide stormwater detail sheets (pond section details, outfall details, rip-rap protection, etc.) utilizing JACOBS drawing standards where applicable. The drawing sheets will be updated based on JEA review, JACOBS QA/QC, and design progress at each design submittal. 4Waters will reference general notes and callouts in the plan view drainage and grading sheets prepared by JACOBS.

4Waters will provide any necessary written specifications for drainage construction requirements not covered by the JEA Water and Wastewater Standards for the civil design. JACOBS will conduct the quantity takeoffs for cost estimates included with the design submittals.

Task 5.0 100% Final Design/Issued for Bid Documents Package

Review comments from the 90% design meeting and feedback from the associated regulatory reviews will be incorporated into the design as 4Waters and JACOBS proceed with 100% Final Design and Issued for Bid (IFB) Documents. 4Waters will internally QA/QC the design but will provide any requested updates from JACOBS QA/QC and design coordination. 4Waters will attend a design review meeting as needed for the 100% Design phase with JACOBS and Owner.

The 100% drainage design drawings will include the same drawings as for 90% and will further refine the design. 4Waters will update the necessary written specifications for drainage construction requirements not covered by the JEA Water and Wastewater Standards. Any calculations necessary for design and permitting will be updated and finalized.

4Waters will incorporate final review comments from the 100% design review meeting and will finalize the Issued For Bid (IFB) documents for the project. The IFB drawings and any written specifications will update the 100% documents as necessary to incorporate any modifications or feedback required from permitting reviews or Owner. 4Waters will coordinate with JACOBS to provide digitally signed and sealed design documents.

JACOBS will conduct the quantity takeoffs for cost estimates and prepare the bid form.

Task 6.0 Permitting Assistance

4Waters will provide assistance to JACOBS for the City of Jacksonville (COJ) Site Development Permit and the FDEP/SJRWMD ERP. Permitting assistance will include the construction permits and certification of completion. Landscape architect services will be required for the COJ permit and be provided by others coordinated by JACOBS.

Subtask 6.1: Preliminary Application Meetings

4Waters will attend pre-application meetings with FDEP and COJ as necessary. We would recommend a landscape planner be involved with this pre-application meeting. Landscape design and irrigation services are not included in this proposal.

Subtask 6.2 – 6.4: Permit Applications and Submittal (FDEP ERP and COJ Site Development Permits) Necessary assistance for the permitting efforts is anticipated to include assistance with permitting forms, preparation of any permit specific design drawings by JACOBS and 4Waters, drainage report, signing and sealing of documents, and supporting information for requests for information (RFIs) from the agencies.

Permit fees are not included in this proposal.

Task 7.0 Bid Phase Services

Subtask 7.1: Bid Phase Services

4Waters will provide responses and clarifying information for bidder questions to JACOBS for addenda during the Bid Phase.

Subtask 7.2: Conformed Documents

4Waters will combine any drawing and specification modifications from addenda into the Conformed Documents. 4Waters will coordinate with JACOBS to provide digitally signed and sealed drawings and specifications.

Task 8.0 Construction Phase Services

4Waters will provide limited Construction Phase services for the drainage design. Construction Phase services with items related to the drainage design include: pre-construction meeting, shop drawing reviews, response to RFIs, clarifying drawings and documentation, progress meetings and site visits (up to 15), substantial completion site visit and punchlist, final walkthrough, as-built reviews, and project close out and ERP permit termination. Construction of the project is estimated at 30 months.

June 8, 2025

July 11, 2025 (revised)

Page 5

Schedule and Professional Service Fees

We are available to begin work immediately upon execution of a subcontract agreement. We understand time is of the essence and will adhere to the schedule established by JACOBS for the deliverables. Our proposed lump sum fee for the scope of work effort is \$118,435.00 as provided in the following service fee breakdown table.

We appreciate this opportunity to work with JACOBS. If you have any questions, please contact me at mklink@4weng.com or (904) 414-2400 Ext. 54.

With best regards,
Four Waters Engineering, Inc.

A handwritten signature in blue ink, appearing to read 'MKlink', is positioned above the printed name.

Michael Klink, PE
Principal Engineer

Attachment: As Stated.

JEA Westlake WTP Expansion
Four Waters Proposal for Stormwater Design Professional Engineering Services to JACOBS

Task Description	Principal Engineer	Senior Engineer	Design Engineer	Associate Engineer	Intern	CAD Draft	Admin-istrative	Sub - Consultants w/ 10% MU	Direct Costs	Total Professional Service Fees
	\$195.00	\$175.00	\$155.00	\$140.00	\$105.00	\$125.00	\$80.00			
	Hours	Hours	Hours	Hours	Hours	Hours	Hours			
	\$	\$	\$	\$	\$	\$	\$			
TASK 1.0 Project Kickoff Meeting and Data Collection										4,670.00
Task 1.1	4	4	0	0	0	0	2			
Project Kickoff Meeting	\$780.00	\$700.00	\$0.00	\$0.00	\$0.00	\$0.00	\$160.00	\$0.00	\$100.00	1,740.00
Task 1.2	2	4	4	3	3	2	2			
Data Collection and Review	\$390.00	\$700.00	\$620.00	\$420.00	\$315.00	\$250.00	\$160.00	\$0.00	\$75.00	2,930.00
TASK 2.0 30% Preliminary Design Package										12,220.00
Task 2.1	1	4	6	4	0	12	1			
30% Design	\$195.00	\$700.00	\$930.00	\$560.00	\$0.00	\$1,500.00	\$80.00	\$0.00	\$75.00	4,040.00
Task 2.2	1	2	2	0	0	0	1			
30% Design Writeup Support	\$195.00	\$350.00	\$310.00	\$0.00	\$0.00	\$0.00	\$80.00	\$0.00	\$50.00	985.00
Task 2.3	1	6	6	0	0	0	3			
Design meetings and coordination	\$195.00	\$1,050.00	\$930.00	\$0.00	\$0.00	\$0.00	\$240.00	\$0.00	\$75.00	2,490.00
Task 2.4	1	2	2	0	0	0	1			
Resilience Review & Coordination	\$195.00	\$350.00	\$310.00	\$0.00	\$0.00	\$0.00	\$80.00	\$0.00	\$50.00	985.00
Task 2.5	1	2	2	0	0	0	1			
Review and List of Specs & Permits	\$195.00	\$350.00	\$310.00	\$0.00	\$0.00	\$0.00	\$80.00	\$0.00	\$50.00	985.00
Task 2.6	1	2	2	0	0	2	1			
QAQC & Updates	\$195.00	\$350.00	\$310.00	\$0.00	\$0.00	\$250.00	\$80.00	\$0.00	\$50.00	1,235.00
Task 2.7	0	4	4	0	0	0	1			
JEA 30% Preliminary Design Meeting	\$0.00	\$700.00	\$620.00	\$0.00	\$0.00	\$0.00	\$80.00	\$0.00	\$100.00	1,500.00
TASK 3.0 60% Design Package										14,885.00
Task 3.1	2	6	12	6	0	16	2			
60% Design	\$390.00	\$1,050.00	\$1,860.00	\$840.00	\$0.00	\$2,000.00	\$160.00	\$0.00	\$75.00	6,375.00
Task 3.2	1	8	8	0	0	0	4			
60% Design meetings and coordination	\$195.00	\$1,400.00	\$1,240.00	\$0.00	\$0.00	\$0.00	\$320.00	\$0.00	\$75.00	3,230.00
Task 3.3	1	4	6	2	0	0	1			
Specifications	\$195.00	\$700.00	\$930.00	\$280.00	\$0.00	\$0.00	\$80.00	\$0.00	\$50.00	2,235.00
Task 3.4	1	2	4	0	0	2	1			
QAQC & Updates	\$195.00	\$350.00	\$620.00	\$0.00	\$0.00	\$250.00	\$80.00	\$0.00	\$50.00	1,545.00
Task 3.5	0	4	4	0	0	0	1			
JEA 60% Design Meeting	\$0.00	\$700.00	\$620.00	\$0.00	\$0.00	\$0.00	\$80.00	\$0.00	\$100.00	1,500.00
TASK 4.0 90% Design Package										9,680.00
Task 4.1	1	2	6	4	0	10	1			
90% Design Documents	\$195.00	\$350.00	\$930.00	\$560.00	\$0.00	\$1,250.00	\$80.00	\$0.00	\$100.00	3,465.00
Task 4.2	0	4	4	0	0	0	2			
90% Design meetings and coordination	\$0.00	\$700.00	\$620.00	\$0.00	\$0.00	\$0.00	\$160.00	\$0.00	\$75.00	1,555.00
Task 4.3	1	4	4	2	0	0	1			
Specifications	\$195.00	\$700.00	\$620.00	\$280.00	\$0.00	\$0.00	\$80.00	\$0.00	\$50.00	1,925.00
Task 4.4	1	2	2	0	0	2	1			
QAQC & Updates	\$195.00	\$350.00	\$310.00	\$0.00	\$0.00	\$250.00	\$80.00	\$0.00	\$50.00	1,235.00
Task 4.5	0	4	4	0	0	0	1			
JEA 90% Design Meeting	\$0.00	\$700.00	\$620.00	\$0.00	\$0.00	\$0.00	\$80.00	\$0.00	\$100.00	1,500.00
TASK 5.0 100% Design/ IFB Documents Package										8,445.00
Task 5.1	1	2	4	4	0	6	1			
100% Design Documents	\$195.00	\$350.00	\$620.00	\$560.00	\$0.00	\$750.00	\$80.00	\$0.00	\$100.00	2,655.00
Task 5.2	0	2	2	0	0	0	1			
100% Design meetings and coordination	\$0.00	\$350.00	\$310.00	\$0.00	\$0.00	\$0.00	\$80.00	\$0.00	\$75.00	815.00
Task 5.3	1	2	4	0	0	0	1			
Specifications	\$195.00	\$350.00	\$620.00	\$0.00	\$0.00	\$0.00	\$80.00	\$0.00	\$50.00	1,295.00
Task 5.4	1	2	0	0	0	2	1			
QAQC & Updates	\$195.00	\$350.00	\$0.00	\$0.00	\$0.00	\$250.00	\$80.00	\$0.00	\$50.00	925.00
Task 5.5	0	4	4	0	0	0	1			
JEA 100% Design Meeting	\$0.00	\$700.00	\$620.00	\$0.00	\$0.00	\$0.00	\$80.00	\$0.00	\$100.00	1,500.00
Task 5.6	1	2	0	2	0	2	1			
IFB Documents	\$195.00	\$350.00	\$0.00	\$280.00	\$0.00	\$250.00	\$80.00	\$0.00	\$100.00	1,255.00
TASK 6.0 Permitting Assistance										27,840.00
Task 6.1	0	4	4	0	0	0	2			
Pre-Application Meetings (up to 2)	\$0.00	\$700.00	\$620.00	\$0.00	\$0.00	\$0.00	\$160.00	\$0.00	\$100.00	1,580.00
Task 6.2	2	12	16	14	12	16	6			
Drainage Calcs, Modeling, & Report for FDEP ERP Stormwater Permitting	\$390.00	\$2,100.00	\$2,480.00	\$1,960.00	\$1,260.00	\$2,000.00	\$480.00	\$0.00	\$150.00	10,820.00
Task 6.3	2	8	16	8	16	16	4			
COJ Development Permit	\$390.00	\$1,400.00	\$2,480.00	\$1,120.00	\$1,680.00	\$2,000.00	\$320.00	\$0.00	\$100.00	9,490.00
Task 6.4	2	4	16	8	0	8	2			
FDEP ERP Stormwater	\$390.00	\$700.00	\$2,480.00	\$1,120.00	\$0.00	\$1,000.00	\$160.00	\$0.00	\$100.00	5,950.00
TASK 7.0 Bidding Assistance										4,835.00
Task 7.1	2	4	6	4	0	2	2			
Bidding Services	\$390.00	\$700.00	\$930.00	\$560.00	\$0.00	\$250.00	\$160.00	\$0.00	\$50.00	3,040.00
Task 7.2	1	2	4	0	0	4	1			
Conformed Documents	\$195.00	\$350.00	\$620.00	\$0.00	\$0.00	\$500.00	\$80.00	\$0.00	\$50.00	1,795.00
TASK 8.0 Construction Services										35,860.00
Task 8.1	8	0	0	0	0	0	15			
Project Management	\$1,560.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,200.00	\$0.00	\$100.00	2,860.00
Task 8.2	0	4	4	0	0	0	1			
Pre-Con	\$0.00	\$700.00	\$620.00	\$0.00	\$0.00	\$0.00	\$80.00	\$0.00	\$150.00	1,550.00
Task 8.3	16	60	0	0	0	0	4			
Site Visits and Status Meetings (up to 15)	\$3,120.00	\$10,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$320.00	\$0.00	\$1,425.00	15,365.00
Task 8.4	2	6	16	0	0	0	2			
Shop Dwg Reviews	\$390.00	\$1,050.00	\$2,480.00	\$0.00	\$0.00	\$0.00	\$160.00	\$0.00	\$100.00	4,180.00
Task 8.5	2	6	10	0	0	2	2			
RFIs	\$390.00	\$1,050.00	\$1,550.00	\$0.00	\$0.00	\$250.00	\$160.00	\$0.00	\$75.00	3,475.00
Task 8.6	4	8	0	0	0	0	2			
Final Completion/Acceptance	\$780.00	\$1,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$160.00	\$0.00	\$100.00	2,440.00
Task 8.7	2	16	0	16	0	2	2			
Final Record Drawings & Permit Closeout	\$390.00	\$2,800.00	\$0.00	\$2,240.00	\$0.00	\$250.00	\$160.00	\$0.00	\$150.00	5,990.00
	67	218	188	77	31	106	79			
TOTAL ALL TASKS	\$13,065.00	\$38,150.00	\$29,140.00	\$10,780.00	\$3,255.00	\$13,250.00	\$6,320.00	\$0.00	\$4,475.00	118,435.00

The project consists of the design of the Westlake Water Treatment Plant Expansion Project. The project site is located at 4470 Cisco Drive W, Jacksonville, FL within JEA's Westlake WTP site. The project includes the construction of a 140 ft diameter storage tank (2.0 MG), a process and electrical building, and a stormwater pond. The geotechnical exploration will consist of field exploratory borings, laboratory testing, and a geotechnical analysis of the collected data.

Soil Borings and Depths

SPT Borings (ASTM D1586)	Estimated Termination Depth (ft)	Associated Proposed Structure
B-1	10	Stormwater Pond
B-2, B-3, B-4	35 each	Ground Storage Tank
B-5	65	
B-6	35 each	One-Story Multi-Purpose Building

[illegible]

Approximate Boring Locations

Soil samples will be classified, containerized, marked in the field and returned to the laboratory for visual inspection and classification by the geotechnical engineer using the Unified Soil Classification Systems (USCS).

Laboratory Testing - Laboratory classification and index soil tests will be performed as necessary on selected soil samples obtained from the exploration. Specific tests and quantities were provided to us by Jacobs and are summarized as follows:

Test	Quantity
Atterberg Limit Tests (ASTM D4318)	3
Gradation Analyses – Sieves with Percent passing No. 200 sieve (ASTM D422)	12
Natural moisture content (ASTM D2216)	18
Standard Proctor on bulk soil samples (ASTM D698)	2
Soil Corrosivity Tests (on soil bulk sample from cuttings) <ul style="list-style-type: none">· Soil Resistivity (ASTM G57)· Soil pH (ASTM G51 or ASTM D4972)· Redox Potential in Water (ASTM D1498)· Sulfate Content (EPA Sulfate E375.4)· Chloride Content (EPA Chloride E-325)· Natural Moisture Content (ASTM D2216)	2

In addition to the laboratory tests provided to us by Jacobs in the table above, two (2) organic content tests (ASTM D2974) were added to the proposed tests to assist in evaluating organic soils at the site, if encountered. In addition, consolidation testing (ASTM D2435) was also added to assist in long-term settlement evaluation.

Submittals:

A geotechnical engineer, registered in the State of Florida, will direct the geotechnical exploration and provide engineering analysis and evaluation of the site and subsurface conditions with respect to the planned construction. The submittals will be presented as follows:

Geotechnical Exploration and Evaluation Report

- A brief discussion of the planned construction.
- A graphical representation of the subsurface conditions encountered as well as encountered and seasonal high water tables, etc., as they relate to the planned construction.
- An appendix that contains soil boring profiles in AutoCAD format, laboratory test data sheets, and other pertinent data.
- Written discussion of the subsurface conditions encountered.
- Description of the geologic conditions and site topographic features.
- Evaluation of the subsurface soils and recommendations concerning the suitability of the subsurface soils for excavation backfill.
- Estimate of total and differential settlement for all structures based on short- and long-term loading conditions.
- Allowable and net bearing capacity for foundation design.
- Lateral earth pressures and coefficients (active, at-rest, and passive).
- Recommended foundation system for the structure(s), deep foundation versus shallow foundation.
- Recommendations for over-excavation of unsuitable soils along with backfill recommendations.

Anticipated Completion Schedule:

Draft Geotechnical Exploration and Evaluation Report & Preliminary Soil Profiles

Approximately 35 working days after NTP

Final Geotechnical Exploration and Evaluation Report

Approximately 14 working days after receipt of draft report review comments



GEOTECHNICAL FEE ESTIMATE
Geotechnical Exploration
JEA Westlake WTP Expansion
Jacksonville, Florida

2394 St. Johns Bluff Road, Suite 200
 Jacksonville, Florida 32246
 tel (904) 641-1993

Item Description	Unit	Number of Units		Cost / Unit		Estimated Cost
Field Investigation						
Mobilization-Truck	ea.	1	ea.	\$600.00	/ea.	\$600.00
140' Diameter Storage Tank						
1 Standard Penetration Test Borings @ 65'						
0 - 50'	ft.	50	ft.	\$16.50	/ft.	\$825.00
50' - 100'	ft.	15	ft.	\$20.00	/ft.	\$300.00
3 Standard Penetration Test Borings @ 35'	ft.	105	ft.	\$16.50	/ft.	\$1,732.50
2 Undisturbed Samples 0-50 Ft	ea.	2	ea.	\$185.00	/ea.	\$370.00
Process & Electrical Building						
1 Standard Penetration Test Borings @ 35'	ft.	35	ft.	\$16.50	/ft.	\$577.50
Stormwater Pond						
1 Standard Penetration Test Borings @ 10' ea.	ft.	10	ft.	\$16.50	/ft.	\$165.00
Grouting	ft.	215	ft.	\$7.00	/ft.	\$1,505.00
Temporary Casing	ft.	335	ft.	\$10.75	/ft.	\$3,601.25
Bulk Sample Pickup	ea.	1	ea.	\$90.00	/ea.	\$90.00
Boring Layout/Utility Clearance/Coordination	hr.	4	hr.	\$124.00	/hr.	\$496.00
Subtotal:						\$10,262.25
Laboratory Testing						
Atterberg Limit Tests (ASTM D4318)	ea.	3	ea.	\$115.00	/ea.	\$345.00
Particle Size Mechanical & Hydrometer Methods (ASTM D422)	ea.	12	ea.	\$290.00	/ea.	\$3,480.00
Natural moisture content (ASTM D2216)	ea.	18	ea.	\$22.00	/ea.	\$396.00
Standard Proctor on bulk soil samples (ASTM D698)	ea.	2	ea.	\$150.00	/ea.	\$300.00
Soil Corrosivity Tests (Resistivity, pH, Redox, Sulfate, Chloride, Moisture)	ea.	2	ea.	\$625.00	/ea.	\$1,250.00
Organic Content in Soils (ASTM D2974)	ea.	2	ea.	\$54.00	/ea.	\$108.00
Consolidation (ASTM D2435)	ea.	2	ea.	\$600.00	/ea.	\$1,200.00
Subtotal:						\$7,079.00
Engineering/Support Services						
Sr. Geotechnical Engineer	hr.	4	hr.	\$204.00	/hr.	\$816.00
Project Engineer	hr.	12	hr.	\$164.00	/hr.	\$1,968.00
Staff Geotechnical Engineer	hr.	26	hr.	\$124.00	/hr.	\$3,224.00
CADD	hr.	12	hr.	\$119.00	/hr.	\$1,428.00
Geotechnical Technician	hr.	16	hr.	\$98.00	/hr.	\$1,568.00
Clerical	hr.	4	hr.	\$68.00	/hr.	\$272.00
Subtotal:						\$9,276.00
TOTAL (Estimated):						\$26,617.25



Gaibey Zreibi / JACOBS
200 W. Forsyth Street, Suite 1520
Jacksonville, Florida 32202

JEA Westlake WTP Expansion Project

July 7, 2025

Dear Gaibey,

Mott MacDonald
4600 Touchton Road
Bldg. 200
Suite 250
Jacksonville, FL 32246
United States of America

T +1 (904) 203 1090
mottmac.com

Mott MacDonald looks forward to supporting Jacobs on this Westlake WTP Expansion project for JEA. As requested, our proposal has been prepared to provide services in a design review role to include kick-off and review meetings (as requested) and periodic reviews from inception through final deliverables as budget allows and as requested by Jacobs.

As envisioned, Mott MacDonald proposes Mr. Cale Madden, PE, for meetings representing our mechanical process reviews and myself representing the high service pump building, ground storage and hypochlorite facility meetings and reviews. Following the initial kick-off meeting, Mott MacDonald will provide reviews/comments from our technical discipline leads at the various stages of design development prior to submittal of the various deliverables followed by review and consultation with the team on JEA comments received on the deliverable. The Mott MacDonald team will provide requested reviews and consultation to Jacobs when requested as the project progresses to the various design package deliverable stages. Mott MacDonald's technical discipline leads will review and comment on the proposed deliverable. Once the team has received comments back from JEA, Mott MacDonald will, upon request, assist/consult on responses.

Mott MacDonald's participation and reviews will focus on the specifics as outlined in the attached JEA's Solicitation Appendix C, Scope of Services and Appendix A Table 1, Deliverables, and based on our knowledge of JEA standards and preferences performing similar work for the JEA. We will also focus specifically on phasing and constructability given the design intent to construct a new expanded plant on an existing operating plant site. Mott MacDonald can provide input on cost data it has collected on many similar projects for the JEA and other area clients as Jacobs develops its stage appropriate conceptual estimates as may be requested by Jacobs.

Mott MacDonald's team will consist of Cale Madden, PE (PM), Bill Perry, PE (Senior Technical Advisor), Margie Gray, PE (Senior Water Treatment Lead),

Andrew Gibbs, PE (Senior Electrical and Instrumentation/Controls Lead), Steve White, PE (Senior Civil/Site Lead), Chad Lyner, PE (Senior Structural Lead), and Jason Garz, PE (Senior Pumping/Hydraulic Engineer Lead); all are very familiar and regularly engaged on JEA projects.

Based on the outlined efforts, Mott MacDonald proposes a per diem hourly effort with an upset fee cap of \$50,000.00 without prior written approval from Jacobs. We will only invoice as engaged and based on the specific specialized technical reviews you desire. At each request for engagement, Mott MacDonald will provide an estimate of our proposed effort for approval prior to proceeding and will continue reviews where you see value or simply pause our services at your direction.

Mott MacDonald looks forward to supporting you on this project. Please let us know if you have any questions.

Sincerely,

Mott MacDonald



Billy R. Perry
Senior Vice President
Principal Project Manager
+18502383208

billy.perry@mottmac.com

BRP/bs

encls

cc: Cale Madden, PE – Mott MacDonald

**APPENDIX A
ENGINEERING SCOPE OF SERVICES
FOR
WESTLAKE WATER TREATMENT PLANT (WTP) EXPANSION FROM 3.0 TO 7.0 MGD**

1. GENERAL

JEA is implementing the Westlake WTP Expansion Project for the design and construction a new 7.0 MGD Water Treatment Plant to replace the existing 3.0 MGD WTP. Hence, the Consultant shall provide engineering services, as described herein, to support the development and implementation of the Westlake WTP - Expansion Project.

2. SCOPE OF SERVICES

The Scope of Services for this project includes preliminary design, final detailed design, opinion of construction cost, permitting support, engineering support during bidding, engineering services during construction, and engineering services during startup of the Westlake WTP Expansion Project as described in this document. The Westlake WTP Expansion Project is described in the JEA *Project Scope Statement for the Westlake WTP Expansion from 3.0 to 7.0 MGD* and includes, but is not limited to: sulfide removal treatment, ground storage tank with aeration, high service pump building, high service pump system with variable frequency drives, hypochlorite storage and injection system, plant electrical power and controls, emergency generator, new water production well & wellhead rated at 2,500 GPM (Well 2R), site improvements including stormwater management features and demo of the existing WTP.

3. TASK PLAN

General tasks include the following:

3.1. Design Work Plan and Kickoff Meeting

Prepare a work plan that addresses project goals, expectations, lines of communication, participants, design standards, and schedule.

Lead the design kickoff meeting at the date, location, and time established by JEA. Take notes, prepare meeting minutes, submit draft meeting minutes to JEA for review, resolve any comments on draft meeting minutes, and submit final meeting minutes to JEA.

3.2. Design Packages

Perform the design of the Westlake WTP Expansion From 3.0 to 7.0 MGD Project including the water treatment plant, water lines, and all associated components as described in the *Project Definition for the Westlake WTP Expansion from 3.0 to 7.0 MGD* in contract packages (see following sections including Table 1, Deliverables, for specific detailed requirements for the packages):

3.2.1. Package for construction and startup of WTP and all remaining features.

3.3. Design Criteria

The design and specifications shall comply with JEA Water & Sewer Standard Specifications; JEA Water, Sewer and Reclaimed Water Design Guidelines requirements; JEA Rules and Regulations for Water, Sewer & Reclaimed Water Services for water pipeline design; Standards Manual for Water Treatment Plants; and applicable Federal, FDEP, and county regulations/standards.

3.4. Geotechnical Services

A geotechnical investigation shall be performed to establish the geotechnical design parameters for the project as described in Standards Manual for Water Treatment Plants.

3.5. Surveys and Utility Locates

Consultant shall provide the following survey services:

- 3.5.1. A topographic survey in accordance with current JEA standards (ASCE 38-02 Quality Level B) shall be performed, in addition to a boundary survey. The survey shall be performed for the entire project site around the existing WTP area (exclude existing Well 3 area).
- 3.5.2. Perform, coordinate, and document utility survey for both above ground and underground utilities for the entire project site as described above.
- 3.5.3. Locate existing trees and determine the size and species of existing trees, if required.
- 3.5.4. Prepare and provide a final AutoCAD survey meeting the standards set by JEA and Consultant. Signed and sealed copies will be provided for documentation.

3.6. Opinion of Costs

Consultant will prepare opinions of construction cost, including a one-page summary of major components, at all stages of deliverables in accordance with the Association for the Advancement of Cost Engineering International, Inc. (AACE) for the purpose of assisting JEA in preparing budget funding request and evaluating design options. Expected accuracy will be as follows: Class 3 estimate for 30% design deliverable; Class 2 estimate for 60% design deliverable, and Class 1 estimate for 90% and 100% design deliverables. In addition, with each opinion of cost, Consultant will show variances, in percentage and dollar amounts, in estimates of major components of the project. JEA will provide a template for the Consultant to use.

3.7. Permitting Assistance

Provide assistance to JEA in preparing permit applications and obtaining all necessary permits from regulatory/oversight agencies including, but not limited to:

- 3.7.1. St. Johns River Water Management District (SJRWMD) Consumptive Use Permit (CUP) modification letter, if required. Meet with SJRWMD, as necessary, to obtain approval for new Well 2R location.

- 3.7.2. Application for a Specific Permit to Construct PWS Components for the WTP
- 3.7.3. COC for the WTP
- 3.7.4. Environmental Resources Permit for stormwater management, if needed.
- 3.7.5. Duval County (COJ) reviews and permits, including permit for new sewer pump station.
- 3.7.6. FDEP Generic Permit for Groundwater Discharge.
- 3.7.7. General Permit for Construction Activities including Notice of Intent and Notice of Termination forms, if required.

Other Assistance will include:

- 3.7.8. Meetings with permit authorities as needed to insure necessary approvals.
- 3.7.9. Preparation of applications, exhibits, drawings, and specifications as needed for execution and submittal.
- 3.7.10. Furnishing additional information about the project design as required for permit approval.
- 3.7.11. Providing professional sealing and signature (e.g., geologist, engineer, etc.) as needed.
- 3.7.12. Submittal of applications to the permitting authorities, as requested by JEA. JEA will provide payment for necessary permits.

3.8. Utilities Support

- 3.8.1. Identification of required utilities (e.g., electrical power, wastewater, communication, etc.).
- 3.8.2. Support communication and interface with the utilities to confirm availability of the necessary utility services to provide for operation of the WTP and associated features.

3.9. Design Contract Documents

- 3.9.1. Prepare detailed drawings, specifications, and Bid Form for the proposed construction work and for materials and equipment required. The documents shall be prepared for selection of private construction contractors on a competitive bid price basis.
- 3.9.2. Update the opinion of probable construction cost for the proposed work covered by the contract documents and provide with final construction contract documents.
- 3.9.3. Review the contract documents for completeness and constructability.
- 3.9.4. Provide Asset Management Documentation for inclusion in bid specifications.
- 3.9.5. Provide electronic files of required documents (see Table 1) to JEA for review at 10 percent, 30 percent, 60 percent, 90 percent, and 100 percent.
- 3.9.6. After JEA reviews the documents, meet with JEA to discuss resulting review comments and questions. This task provides for four meetings with JEA personnel to discuss review comments.
- 3.9.7. Bid Documents to be provided to JEA include electronic files of drawings, bid form, specifications, and text for inclusion into the JEA Special Conditions, if needed.

3.10. Bid Phase Services

- 3.10.1. Attend the pre-bid conference at the date and time established by JEA.

- 3.10.2. Interpret construction contract documents in regard to Contractor questions. Support JEA with drawings and/or specification updates for addenda issuance. JEA will coordinate and issue all addenda.
- 3.10.3. JEA will conduct the bid opening. Attendance is not required by designer at the bid opening.
- 3.10.4. Provide electronic files and four (4) paper copies of conformed drawings and specifications (2 copies to JEA and 2 copies to the contractor). JEA will assist in the coordination and distribution of conformed copies of the construction contract documents.

3.11. Services During Construction

- 3.11.1. Attend and participate in the pre-construction meeting to answer technical questions. Compile and provide meeting minutes.
- 3.11.2. Review and approve shop drawings.
- 3.11.3. Prepare Hydrogeological Well 2R Completion Report and confirm pump selection.
- 3.11.4. Attend monthly status meetings/site visits or as required by JEA. Compile and provide meeting minutes.
- 3.11.5. Respond to Contractor RFIs
- 3.11.6. Provide clarified drawings and specifications, as needed.
- 3.11.7. Review Asset Management Information submittals and completed work submitted as part of the monthly contractor's invoice to ensure compliance with plans and specifications.
- 3.11.8. Prepare FDEP certification of completion applications.
- 3.11.9. Participate in substantial completion and final completion reviews/determinations and complete the associated documentation.
- 3.11.10. Review and approve final O&M manuals for the equipment.
- 3.11.11. Support test, check-out, and startup of the WTP and all associated equipment.
- 3.11.12. Prepare and submit Record Drawings.

3.12. DELIVERABLES

Consultant shall provide the deliverables presented in Table 1.

3.13. INFORMATION BY JEA

The following shall be provided by JEA for this RFP: Project Definition (PD)
As-builts for existing WTP (latest available)

3.14. SCHEDULE

JEA anticipates the following schedule durations for the project (see also the schedule data in the PD):

WTP design package:	14 months
Project Construction Bid and Award:	6 months
Project Construction:	30 months

Table 1, Deliverables

10% Design Schematic		
Updated Project Definition, including description of phasing plan, sizing of facilities, and operating protocol		
Major Equipment List		
Process Flow Diagram		
Draft Process and Instrumentation Diagrams (P&IDs)		
Itemized standards		
Preliminary schematic layout		
Evaluate the options available for re-use of existing Water Storage Tank, with or without tray aerators		
Class 5 10% conceptual estimate		
30% Design Package		
Project Summary and Description		
Site Layout		
Process Flow Diagram		
Summary of Design Parameters		
Technical Memorandum on Pump Selections		
Structural, mechanical, architectural, electrical, and instrumentation design parameters		
Process calculations		
Electrical one-line diagram		
P&IDs		
Major equipment listing		
Plan views and major elevation drawings, electrical, and I&C drawings as applicable		
List of specifications		
Preliminary geotechnical report		
Preliminary survey and utility locate results		
Estimated electrical power needs and service location		
Type of construction for water lines, electrical power lines, and communication lines (e.g., open cut versus trenchless methods)		
Preliminary well design and location		
Construction sequence		
Class 3 30% conceptual estimate plus a cost variance analysis		

Table 1, Deliverables continued.

60% Design Package		
60% design drawings including well 2R		
System Design Description		
Markup of specifications		
P&IDs finalized and locked		
Plan view & major elevation drawings		
Electrical schematics		
Final project schedule		
Construction sequence		
Finalized process calculations		
Finalized hydraulic profile		
Class 2 preliminary estimate plus a cost variance analysis		
Survey and utility locates – updates		
Ninety (90) % Design Document		
90% engineering drawings		
90% written specifications		
Critical spare parts list		
Final design calculations		
Applicable permits		
Asset management documentation		
Class 1 definitive cost estimate plus a cost variance analysis		
One Hundred (100) % Design Document		
Final engineering drawings		
Final written specifications		
Asset management documentation		
Final QC performed		
Class 1 final cost estimate plus a cost variance analysis		
Final survey and utility locates - updates		
Geotechnical report		

Table 1, Deliverables continued.

Bid Documents		
Bid set engineering drawings		
Bid set written specifications		
Bid Form----Lump Sum		
Bid Form---Unit Quantities, if required		
Related Bid Documents		
Construction Documents		
Conformed engineering drawings		
Conformed written specifications		
Certificate(s) of Completion		
Hydrogeological Well 2R Completion Report (WMD)		
Record Drawings – two (2) sets of signed and sealed Record Drawings and one (1) electronic copy		

Project Scope Statement

Project Name:	Westlake - WTP Expansion from 3.0 to 7.0 MGD
Index #:	127-03
Priority:	Medium
Delivery Method:	Design-Bid-Build
Requested By:	Rob Zammataro, Dir W/WW Planning and Development

Revision History [add rows as needed]			
Version	Date	Author	Comments
1.0	7/16/2020	Chris Reichart	Convert old Jacobs scope to new Project Scoping Statement Draft
2.0	9/15/2020	Andy May	Updated PSS for Steering Committee review
3.0	9/18/2020	Andy May	Incorporate Steering Committee review comments
4.0	10/12/2020	Andy May	Revise to add Well No. 5
5.0	11/12/2020	Andy May	Final with Cost & Schedule
6.0	8/9/2024	Allan Boree	Delete Well 5, add Well 2R, revise project cost and schedule
7.0	10/25/2024	Allan Boree	General update

Steering Committee [add or subtract rows as needed]	
Project Manager	Allan Boree
Project Originator	Rob Zammataro
Planning	Josh Brown
O&M-Water Production	Jay Barry
O&M-Water Production	Jamie Barkoskie
O&M-Technical Services	Mike Hersey
W-W/W Control Systems	Shawn Arnold
W-W/W Control Systems	Andrei Ranga
Environmental	Andrew Sears or Katie Bizub
Facilities	Howard Thurman, Daniel Loudermilk (gen)
Security	Matt Summers
Safety	Shane Evans
Scheduler	Robert Engel
Estimator	Dennis Jones or Mike Spurlock
Cost Specialist	Ava Josic

Project Scope Statement Approval [add or subtract rows as needed]			
Role	Name	Approval Received	Approval Notes
Project Manager	Allan Boree	<input checked="" type="checkbox"/>	
Project Originator	Rob Zammataro	<input type="checkbox"/>	n/a
Planning	Josh Brown	<input checked="" type="checkbox"/>	
O&M - Water Production	Jamie Barkoskie	<input type="checkbox"/>	n/a
W-W/W Control Systems	Shawn Arnold	<input type="checkbox"/>	n/a
W-W/W Control Systems	Andrei Ranga	<input type="checkbox"/>	n/a
Technical Services - Process	Mike Hersey	<input checked="" type="checkbox"/>	
Security	Matt Summers	<input type="checkbox"/>	n/a
Environmental	A Sears/K Bizub	<input checked="" type="checkbox"/>	
Facilities	Howard Thurman	<input checked="" type="checkbox"/>	
Generator / Tank	William Breadon	<input checked="" type="checkbox"/>	
		<input type="checkbox"/>	

Project Scope

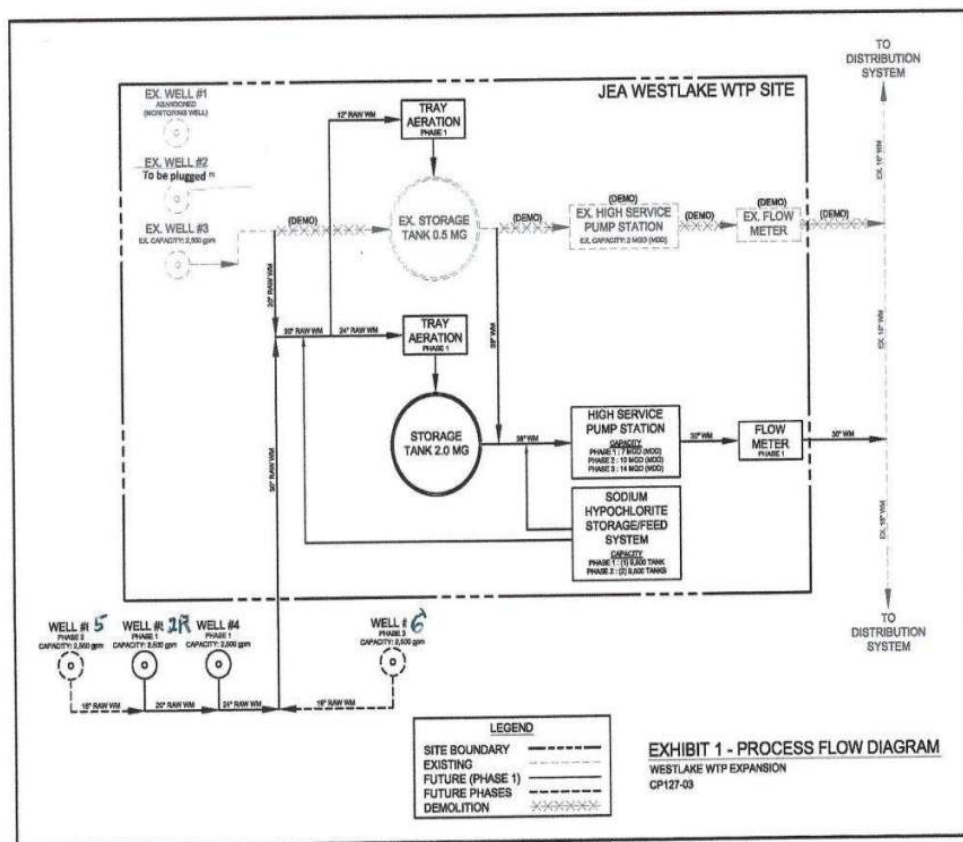
The Westlake WTP is located at 4770 Cisco Drive West in Duval County, Florida. The WTP currently has a rated capacity of 3.0 million gallons per day (MGD), Maximum Daily Demand (MDD). However, the current capacity of the 2 operating wells Nos. 2 & 3 limits the firm capacity to about 1.0 MGD. New well No. 4 is in construction and should be complete in 2025. The purpose of this project will be to expand the facility's water production and treatment capacity to 7.0 MGD, MDD. The existing Westlake WTP has one (1) 0.5-Million Gallon (MG) storage reservoir, two (2) 2,000-gallon sodium hypochlorite tanks, one (1) High Service Pump Station, one (1) septic tank, one (1) groundwater monitoring well and two (2) production wells. The Westlake WTP expansion will include the removal of the existing septic tank and demolition of the existing High Service Pump and Chemical Feed Station (HSP). Design should follow the *JEA Water Treatment Plant Standards*. The following facilities will be added as part of the expansion project:

- One (1) 2 MG Ground Storage Tank with tray aeration and ventilation system (2MG Usable Vol).
- Retrofit (if possible) the existing 0.5 MG Ground Storage Tank with tray aerators.
- A split-faced concrete block high service pump station building. The building will include an electrical room, a control room/office, unisex bathroom, storage and a sodium hypochlorite storage & pump room. All but pump room shall include AC system.
- Four (4) high service pumps (VFD). Initially, select two small and two large pumps. The option of keeping all 4 pumps the same capacity should also be evaluated.
- One (1) finished water electronic magnetic flow meter downstream of the high service pump station, in an above-grade configuration (standard).
- The sanitary waste and process water/drain water from the new building will connect to a new on-site pump station. A new 4-inch force main shall be constructed to connect to existing JEA force main located across the street. The existing septic system shall be demo.
- If feasible, extend JEA fiber optic cable to the Westlake WTP. Current communication is by radio tower to the Marietta WTP. Reliability of Westlake is reduced as its remote communication and control is lost if the radio goes out at the Marietta WTP.
- An automated SCADA system that will communicate with the Ridenour Central Control Room through a fiber optic connection. An air-conditioned space will be provided within the high service pump station building to protect the network and communication equipment. JEA will provide the SONET and network equipment or upgraded equipment.
- A Sodium hypochlorite storage and feed system consisting of two (2) 5000-gallon storage tanks and three (2 duty and 1 stand-by) chemical feed pumps. Tank size shall be confirmed. Tanks shall be located within spill containment confines sized per JEA Standards and minimum FDEP requirements.
- Security system shall conform to JEA standards. All exterior doors shall have card reader access.
- The design will include a new emergency generator and diesel fuel tank for backup power sufficient to handle the total load of the WTP, both on-site wells (new Well 2R and existing Well 3) and other miscellaneous on-site equipment. Existing Well 3 may have a separate power feed / meter. If so, this power feed shall be connected into the new Pump Building's electric system and the existing power feed line (meter) shall be removed.

- Existing Well 2 shall be plugged and a new on-site Replacement Well (Well No. 2R) shall be constructed, rated at 2,500 GPM design capacity. Wells 2R, 3 & 4 (2,500 GPM each) will be needed to meet the anticipated firm capacity of 7 MGD for Westlake WTP. The preferred location of Well 2R maybe south or east of existing Well 2 location.
- Off-site Production Well coordination shall be incorporated into the design for pipe sizing, raw water connections, SCADA control by radio, etc. for the one (1) offsite water supply well (2,500 gpm capacity, Well No. 4). It should be noted that Well 4 is currently in the construction phase and should be substantially completed by the end of July 2025.

Once the expansion is complete, the old high service pump station building will be demolished. The existing fence will be removed and replaced with a security fence that meets JEA standard security measures. The existing two production wells (Well Nos. 3 and 4), existing monitoring well, and the existing 0.5-MG storage reservoir will remain in service.

A process flow diagram for the expansion is shown in Exhibit 1:



Capacity (sizing)

JEA Planning provided information on Phase 1 capacity requirements for the Westlake WTP based on the 2008 Water, Wastewater and Reclaimed Water Forecast as well as results from the JEA potable water hydraulic model. The water forecast shows population projections for the North Grid water service system. The Phase 1 expansion of the Westlake WTP will be from a 3 MGD (MDD) rated plant to a 7 MGD (MDD) plant. JEA Planning also provided information on expanding the storage tank capacity and the production well capacity for the WTP. The Phase 1 storage tank expansion will be to construct a 2 MG usable volume storage tank which when combined with the existing 0.5 MG storage tank will support the ultimate plant capacity of 14 MGD (MDD). The construction of Westlake Well No. 4 should be substantially completed by the end of July 2025. The Phase 1 plant expansion will include the new replacement Well No. 2R (proposed 2,500 GPM which when combined with the existing two production wells (Well Nos. 3 & 4) will support the Phase 1 plant firm capacity of 7 MGD (MDD).

Expansion and Phasing

Expansion and phasing of the Westlake WTP beyond the Phase 1 capacity was provided by JEA planning and was based on the 2008 Water, Wastewater and Reclaimed Water Forecast as well as results from the JEA potable water hydraulic model. Ultimately the plant may be expanded to a capacity of 14 MGD (MDD). The phasing plan will likely involve two additional future expansions: Phase 2 would likely take the plant to 10.3 MGD (MDD) and the Phase 3 would go to a buildout capacity of 14.3 MGD (MDD). At this time, the timing of the future expansion phases beyond Phase 1 is not known. The scope of this Project Definition is limited to the Phase 1 expansion.

The Phase 1 anticipated major unit process equipment is listed in Exhibit 2. Note: The new generator shall be connected into 2 onsite wells, not 3 as noted below.

EXHIBIT 2
Major Equipment List
Westlake WTP Expansion – CP127-03

Process	No. of New Units	Capacity, each	Total Capacity	Comments
Storage Tank	1	2.0 MG	2.0 MG	Tank to be provided with ventilation and tray aeration
Raw Water Production Well and Pump	2	2,500 gpm	5,000 gpm	1 Onsite, 1 Offsite (by others)
Well Header Transmission				16", 20", 24" & 30"
Potable Water High Service Pumps	4	2 @ 3,500 gpm 2 @ 1,500 gpm	6,500 gpm (firm)	Space and piping for 1 additional future pump
Sodium Hypochlorite Pump Skid	3	3 @ 25 gph	50 gph	2 duty/1standby
Sodium Hypochlorite Tanks	2	5,000 gallons	10,000 gallons	
Emergency Generator and Fuel Tank	1			Sized for WTP loads & 3 Onsite Wells

Maintenance of Plant Operation

Engineer shall incorporate measures in the drawings and specifications to enable WTP operation during construction to the maximum extent feasible. One option would be the construction of the new high service pump and chemical building and reservoirs before removal of any existing gear. The sequence of construction shall be constrained, and temporary construction required as necessary. Specific allowable outages, their duration and coordination with JEA operations shall be specified.

Resiliency Requirements

A project request has been submitted to JEA's Asset Management group for resiliency evaluation. Eight future condition scenarios were evaluated. Worst case flooding occurs during Scenario 7 resulting in 2.676 feet of flood inundation at some current ground elevations. Elevate critical equipment, controls, transformers and generator a minimum of 2.676 feet plus a minimum of 1 foot freeboard above existing grade in the low-lying areas. Final design shall consider the recommendations of the resiliency study and incorporate them as much as possible to avoid future flooding events.

Land Ownership and Permitting

JEA already owns the land for the Westlake WTP needed for the current expansion project. No additional land acquisition or real estate issues are anticipated for this phase of the project.

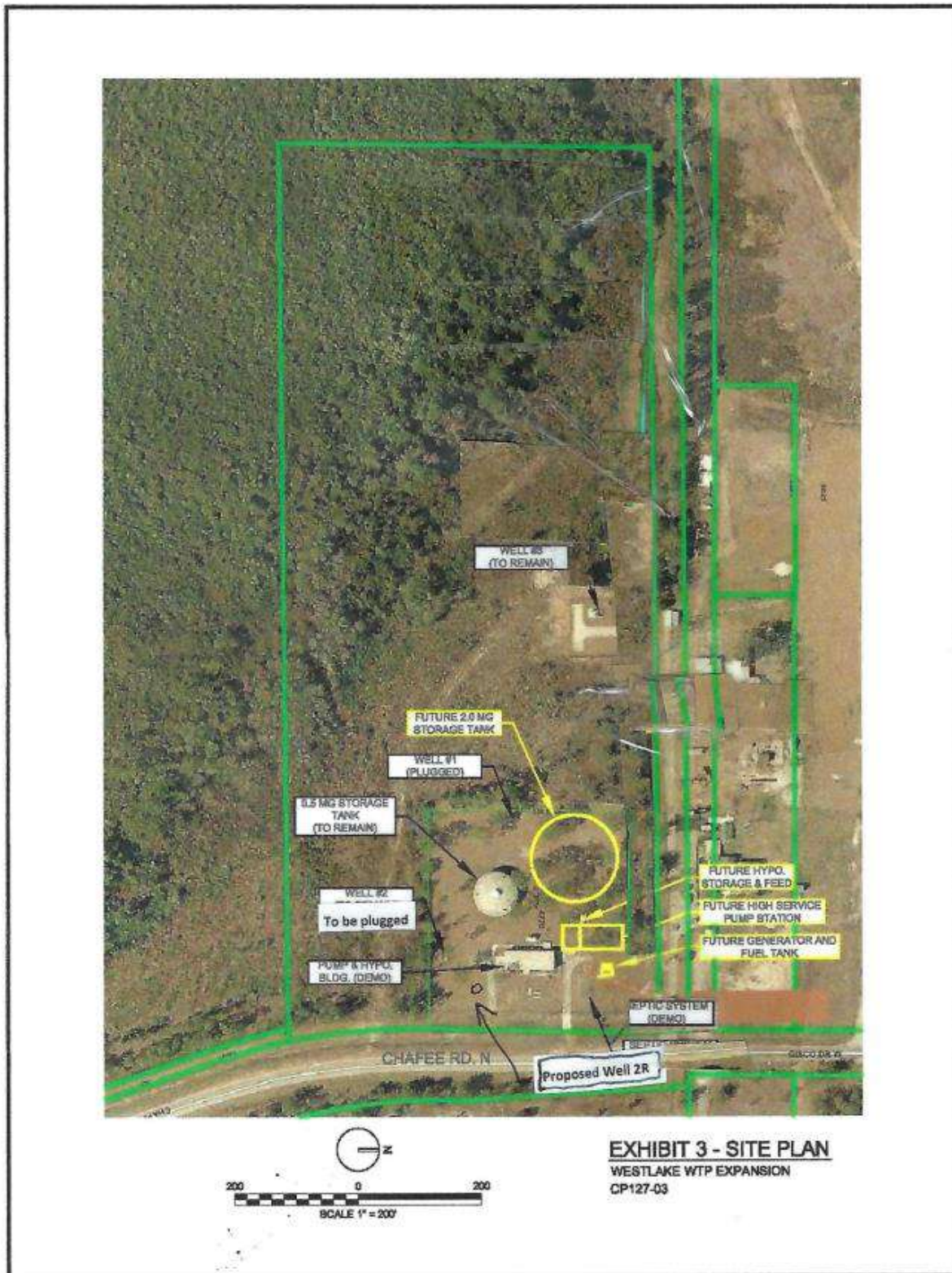
Based on wetland delineation by others, there are jurisdictional wetlands on the western edge of JEA's property where Well # 3 is located. JEA's objective is to avoid wetland impacts during construction. The following permits will be required for this project:

- St. Johns River Water Management District (SJRWMD) Consumptive Use Permit (CUP) modification application.
- SJRWMD Well Construction Permits.
- An Environmental Resources Permit (ERP) for stormwater management, wetland resources, and endangered and threatened species review. ERP will be submitted to SJRWMD and/or Army Corps of Engineers (ACOE) as required.
- EPA NPDES General Permit for Construction Activities including Notice of Intent and Notice of Termination forms.
- Florida Department of Environmental Protection (FDEP) Public Drinking Water Facility Construction Permit for the WTP and a FDEP permit for the on-site pump station
- City of Jacksonville 10-Set Review process.

Facilities Layout

Civil/site development at the Westlake WTP will consist of stormwater management, on-site and access roadways, site grading, fencing, and landscaping.

A preliminary site plan for the WTP expansion is presented in Exhibit 3.



Project Schedule

Milestone	Project Request	PSS Update	10% Design	30% Design	60% Design	90/100% Design	Bid
Project Start	20-MAR-24	20-MAR-24					
Design Start	27 NOV-24	01-Aug-25					
Design Finish	05-SEP-25	09-Sep-26					
Construction Start	10-APR-26	02-APR-27					
Substantial Completion	09-OCT-27	31-OCT-29					
Final Completion	17-MAR-28	22-Apr-30					

Attachment A – Cost Estimate

Attachment B – Project schedule

MOTT MACDONALD
2025 HOURLY RATE SCHEDULE

<u>Billing Title</u>	<u>Per Hour*</u>
Principal	\$ 325.00
Principal Project Manager/Principal Scientist	\$ 285.00
Principal Engineer/Principal Architect	\$ 235.00
Senior Project Engineer	\$ 230.00
Senior Project Manager	\$ 210.00
Senior Project Architect	\$ 205.00
Project Manager	\$ 170.00
Project Engineer	\$ 165.00
Project Architect	\$ 150.00
Engineer IV/ Architect IV	\$ 150.00
Engineer III/ Architect III	\$ 135.00
Engineer II/ Architect II	\$ 120.00
Engineer I/ Architect I	\$ 110.00
Senior Specialist	\$ 170.00
Specialist V	\$ 155.00
Specialist IV	\$ 105.00
Specialist III	\$ 95.00
Specialist II	\$ 85.00
Specialist I	\$ 80.00
Senior Planner	\$ 160.00
Planner	\$ 140.00
Senior Designer	\$ 180.00
Designer V	\$ 145.00
Designer IV	\$ 120.00
Designer III	\$ 105.00
Senior Inspector/Inspector V.....	\$ 135.00
Inspector IV	\$ 100.00
Inspector III	\$ 75.00
Inspector II	\$ 70.00
Inspector I	\$ 65.00
Technician	\$ 60.00
Administrative Assistant III & IV	\$ 90.00
Administrative Assistant I & II	\$ 80.00

Notes

- * Hourly rates for special consultations and services in conjunction with litigation are available upon request.
- * Rates are for straight time hours. Rates multiplied by 1.5 for overtime hours for applicable personnel.
- * Rates for additional personnel can be provided upon request.

EXPENSES

Mileage @ IRS Rate
All other Direct Cost

Direct +10%

invoices are payable within 30 days of invoice date.

Delinquent bills are subject to finance charges per our contract

The client Shall pay attorney fees, court costs, and related expenses incurred in the collection of delinquent accounts.

Effective January 1, 2025

MOTT MACDONALD
Proposed Staff Hourly Rate Schedule

Staff	Position	Hourly Rate
Bill Perry	Principal	\$325.00
Cale Madden	Principal Project Manager / Principal Scientist	\$285.00
Margie Gray	Principal Project Manager / Principal Scientist	\$285.00
Jason Garz	Principal Project Manager / Principal Scientist	\$285.00
Steven White	Principal Civil Engineer	\$235.00
Andrew Gibbs	Principal Electrical Engineer	\$235.00
Chad Lyner	Principal Structural Engineer	\$235.00
Thomas Price	Project Engineer	\$165.00
Samantha Alix	Engineer III	\$135.00



SCOPE OF SERVICES, FEE, AND SCHEDULE

CLIENT: Jacobs
643 SW 4th Avenue
Suite 400
Gainesville, FL 32601

PROJECT: JEA Westlake WTP Expansion

CONSULTANT: Landwise Design, Inc.
1936 San Marco Blvd., Suite 101
Jacksonville, FL 32207

ITEM 1 - DESCRIPTION OF PROJECT

Provide landscape architecture services as a JSEB to the City of Jacksonville to design and produce construction documents for improvements for the JEA Westlake WTP Expansion project. The project will be submitted through the City of Jacksonville review process. Services shall include site inventory, landscape and irrigation design, COJ code compliance calculations and responses to RFI's. Signed and sealed drawings shall be provided for the COJ 10 Set Review process.

ITEM 2 - SCOPE OF SERVICES

Design consultant will provide the following services:

The project design work will be carried out using a phased design delivery approach to facilitate a logical and progressive completion of the design work. The four phases (30% Design - n/a, 60% Design, 90% Design and 100% Documents), as described below, will be carried out sequentially. Each phase of design will include a specific list of work products and deliverables, which are identified in the individual sections below.

Task 1.1 Plan Coordination (30% Design)

Plan Review

- Review Jacobs' 30% design submittal.
- Coordinate with Jacobs as needed to understand design direction / impacts to the site.

Deliverables: n/a

Task 1.2 Preliminary Design Phase (60% Design)

Landscape Design

- Landscape design shall conform to the JEA Water and Wastewater Standards Manual.
- Prepare preliminary Landscape Narrative detailing code requirements, landscape theme or guiding principles for design.
- Calculate preliminary mitigation impacts.
- Produce schematic landscape design for preliminary review.
- Incorporate review comments from Jacobs review team, if any.

Deliverables: One set (1) of reproducible 60% Design Documents (11 x 17 drawings and specifications) in PDF and original electronic format.

Task 1.3 Design Development (90% Design)

Landscape

- Prepare 90% design documents including: Landscape Plan, Tree Mitigation Plan, Schedule & Details.
- Review design development documents with team.
- Incorporate review comments from JEA and Jacobs review team.

Deliverables: One set (1) of reproducible 90% Design Documents (11 x 17 drawings and specifications) in PDF and original electronic format.

Task 1.4 Final Design (100% Design)

The purpose of this task is to develop the final contract drawings, specifications, and schedules for pricing & implementation.

Contract Document Completion

- Prepare final construction drawings.
- Prepare final Sheet Specifications.
- Prepare final calculations.
- Prepare Irrigation Plan
- Complete final checking and coordination review with team.

Deliverables: One (1) set of Reproducible Final Documents (11 x 17 drawings and specifications) in PDF and original electronic format.

Schedule

The proposed schedule for the design phase of this project is shown below:
Coordinate schedule with Jacobs.

Payment Services of the SUBCONSULTANT

The basis for payment for Tasks shall be Lump Sum Total for all tasks. SUBCONSULTANT may adjust budgets between tasks, but not within the total budget, to meet the project needs.
Invoicing will be monthly, based on percent complete.

ITEM 3 - FEE

COJ 10 Set Review Process

Task 1.1 30% Landscape Design

This phase of work shall be billed as a lump sum at: **\$5,000**

Task 1.2 60% Landscape Design

This phase of work shall be billed as a lump sum at: **\$10,000**

Task 1.3 90% Landscape Design

This phase of work shall be billed as a lump sum at: **\$15,000**

Task 1.4 100% Documents (Bid Documents)

This phase of work shall be billed as a lump sum at: **\$9,400**

Construction Services (RFI's, Substantial Completion Wal-thru)

This phase of work shall be billed as a lump sum at: **\$570**

Total Fee **\$39,970**

Retainer

Not applicable.

The Client will be billed on a progress-completed basis, and the bill will be due and payable upon receipt.

Additional services, efforts not outlined above and/or construction observation or administration services, the design consultant (Landscape Architect) will be reimbursed at an hourly rate of \$245.00 per hour with a not-to-exceed amount agreed to by the consultant and the client. Commencement of Additional Services shall begin only after written authorization by the client. Substantial Site Plan changes after the 90% submittal (initial submittal) that require significant landscape design changes may constitute additional services.

Reimbursable Expenses: Reimbursable expenses are included in the above Lump Sum fee.

ITEM 4 – SCHEDULE

Schedule shall be coordinated with the Client and Lead Consultant upon execution of the contract.

ITEM 5 - RESPONSIBILITIES OF THE CLIENT

As the client, you agree to:

Provide site survey including all protected trees with species / caliper, adjacent landscaping/trees within 25' of P.L., topography and edge of pavements/curbs, significant structures, etc... in a digital format (Autocad 2014 or later up to 2023). Survey shall be provide in 2D format so cogo objects will be visible in standard Autocad or Autocad LT.

BASE DWG FILE for use designing landscape and irrigation. Jacobs will provide a consolidated single dwg plan file with minimal or no XREF file management required to function in the dwg environment. Excessive XREF attachments will be rejected and returned for incorporation into a single file by Jacobs.

Jacobs agrees to provide Autocad support for any issues involving their Base DWG File for the project.

All CAD files shall be in 2014 format or later up to 2023.

ITEM 6 - GENERAL PROVISIONS

1. **Termination of agreement:** Either party may terminate this agreement at any time with 3 days' notice. In the event of termination, Landwise Design, Inc. will be due all fees earned to time of termination based on percent of completion. At all times, Landscape Architect retains sole ownership of its instruments of service and the Owner agrees to indemnify Landscape Architect for any unauthorized reuse, alteration, or use of the instruments of service.
2. **Phased projects:** Work stoppage, both design and construction related, for more than (60) days will be considered a phased project. To the extent possible Landscape Architect will accommodate phasing, however, Landscape Architect cannot guarantee immediate remobilization and reserves the right to indicate a new schedule for beginning work following a work stoppage.
3. **Project Observation and Site Visits:** Landscape Architect's project observation and project management shall not be a representation that Landscape Architect has supervised the work, or that Landscape Architect is responsible for contractor's means and methods of construction, or contractors' errors or omissions or site safety practices. Although Landscape Architect may observe and discuss potential problems, site visits are not construction inspections or a guarantee that there will not be construction deficiencies.
4. **Work Suspension:** In the event an invoice is outstanding for more than (60) days from receipt of invoice by client, Landscape Architecture may suspend work until such time as the invoice is paid in full. In the event of non-payment, Landscape Architect shall be entitled to reimbursement of all costs of collection including Landscape Architect's time at the hourly rate outlined in this proposal, plus reasonable attorneys' fees, and court costs.
5. **Limitation of liability:** Client agrees to limit any claim against Landscape Architect to of the lesser of the available proceeds of the Landscape Architect's professional liability insurance in effect at the time of any judgment or settlement or the fees paid under this Agreement. **PURSUANT TO FLORIDA STATUE 558.035 (1-C), NO INDIVIDUAL DESIGN PROFESSIONAL, EMPLOYEE OR AGENT OF LANDSCAPE ARCHITECT MAY BE HELD PERSONALLY LIABLE FOR NEGLIGENCE, OR A BREACH OF THIS AGREEMENT.** (This statement is in a large, capital font as required by statute).
6. **Indemnification:** Client and Landscape Architect both agree to indemnify the other, and their respective officers, and employees, from and against liability for third party claims and damages including reasonable attorneys' fees in responding to third party claims for which the indemnifying party is liable, but only to the extent determined to have been caused wholly by the indemnifying party's negligent acts, errors, or omissions.
7. **Third Party Beneficiaries:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Landscape Architect. The Landscape Architect's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Landscape Architect because of this agreement or the performance or nonperformance of services hereunder.
8. **Consequential Damages:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by the law, neither the Client nor the Landscape Architect, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential negligence, strict liability, breach of contract and breach of strict or implied warranty.
9. **Dispute resolution and Litigation:** If a dispute arises out of or relates to this Agreement, the parties shall endeavor to first resolve their differences first through direct discussions between the parties. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal proceedings. The parties shall share the

mediator's fees equally. All mediation shall be held in Duval County, Florida. Any claims, disputes and other matters that are not resolved by mediation shall be filed in Duval County, Florida.

10. Waiver of Subrogation: The parties and their insurers waive all rights and claims against each other arising out of any damages, costs, losses, liabilities, or other injuries or expenses to the extent the same have been compensated by the proceeds of any property insurance.
11. Work Product: Landscape Architect shall retain all rights to its work product. Client shall defend and indemnify Landscape Architect for any unauthorized use or modification of Landscape Architect's work product.
12. Force Majeure: Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement to the extent, and for so long as, such failure or delay is caused by or results from causes beyond the reasonable control of the affected party including but not limited to fire, floods, hurricanes, embargoes, war, acts of war (whether war be declared or not), acts of terrorism, insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority or the other party.
13. Third-Party Beneficiary: This Agreement and obligations and deliverables herein are intended for the sole use and benefit of the Parties and are not intended to create any third-party rights, benefits, or causes of action.
14. Assignment: Neither party shall assign this agreement without written consent of the other party.

INITIALS OF SIGNATORIES:


FOR THE CONSULTANT

DATE: 7.1.25

FOR THE CLIENT

DATE: _____

LANDWISE DESIGN (JSEB)- CONTRACT FEE SUMMARY						
JEA WESTLAKE WTP EXPANSION						
Project:	WESTLAKE WTP EXPANSION					
Proposal Number:	LWD 25009					
Prime Consultant:	JACOBS					
Date of Proposal:	7.1.25					
Client:	JEA					
Master Planning / Global Design						
Design Type	HRs	Cost / HR			Total	
Inventory/Analysis/Code/PUD	LS	(Photos, Trees, Wetlands, PUD Review)		2500		\$1,500
30% Landscape Design	4			245		\$980
60% Landscape Design	40			245		\$9,800
90% Landscape Design	20			245		\$4,900
100% Landscape Design	8			245		\$1,960
Principal Coordination - RFI's	4			245		\$980
Substantial Comp. Walk-Thru	LS			500		\$500
					Total	\$20,620
Detailed Design / Plans Production						
Sheet Type	Qty	Scale	HR / Sheet	Cost / HR	Cost / Sheet	Total
Inventory/Analysis/Code	0	20'-30'	0	165	\$0	\$0
30% Landscape Design	0	20'-30'	0	165	\$0	\$0
60% Landscape Design	5	20'-30'	8	165	\$1,320	\$6,600
90% Landscape Design	5	20'-30'	6	165	\$990	\$4,950
100% Landscape Design	5	20'-30'	4	165	\$660	\$3,300
(L1-Tree Impact, L2 LS, L3 LS, L4 Details, L5 Specs) plus Irrigation (3 Sheets)					Total	\$14,850
				Total LWD Design Fee		\$35,470
Subconsultant(s)						
Discipline	Fee	Firm	Scope	Fee	Total	
Aquatic Engineering	LS	0	0	\$0	\$0	
Structural Engineering	LS	0	0	\$0	\$0	
Geotechnical Service	LS	0	0	\$0	\$0	
Irrigation Design	LS	NFI	Irrigation Design	\$3,000	\$3,000	
Rendering	per drawing	0	0	\$0	\$0	
Contract Management	LS	0	0	\$0	\$0	
					Total	\$3,000
				Total Lump Sum Fee		\$38,470
Travel (Budget)						
Travel Type	Persons	Fare Per	Sub-total per Trip	Qty Trips	Total	
Site Visit (s)	1		\$250	2	\$500	
Contractor Meeting (s)	0		\$0	0	\$0	
Car Rental(s)					Budget	\$0
***Travel/Lodging beyond what is budgeted shall be billed accordingly.					Total Budget	\$500
Lodging (Budget)						
Travel Type	Persons	Board Per	Sub-total per Trip	Qty Nights	Total	
Site Visit (s)	0	0	\$0	0	\$0	
Contractor Meeting (s)	0	0	\$0	0	\$0	
					Total Budget	\$0
Reimbursables (Fixed Budget)						
Expense	Description		Qty	Unit Cost	Total	
Printing (large format)	22x34 black line drawings	(10 sets) - (20')	100	\$0.00	0.00	
Tabloid Printing	11x17	(Color / BW)	100	\$0.00	0.00	
Letter Printing	8.5 x11	(Color / BW)	40	\$0.00	0.00	
Courier / Shipping / S&S	LS		2	\$0.00	0.00	
Travel Meetings	(Pre-Submittal Meeting with Staff)		1	\$0.00	0.00	
					Total Budget	\$1,000
			Total Estimated Travel and Expenses			\$1,500
Total Fee and Estimated Budgets						
Line Item Total					\$39,970	

JEA Westlake Water Treatment Plant (WTP) Expansion from 3.0 to 7.0 MGD

ATTACHMENT A - FEE SUMMARY

Classification	Engineer 1/Technologist 1	Engineer 2/Technologist 2	Engineer 3/Technologist 3	Engineer 4/Technologist 4	Engineer 5/Technologist 5	Engineer 6/Technologist 6	Engineer 7/Technologist 7	Engineer 8/Technologist 8	Engineer 9/Technologist 9	Engineer 10/Technologist 10	Design Technician 1	Design Technician 2	Design Technician 3	Design Technician 4	Design Technician 5	Design Technician 6	Project Assistant	Average Project Bill Rate				
	\$ 70.00	\$ 100.00	\$ 132.00	\$ 154.00	\$ 184.00	\$ 212.00	\$ 240.00	\$ 262.00	\$ 280.00	\$ 312.00	\$ 70.00	\$ 100.00	\$ 130.00	\$ 155.00	\$ 184.00	\$ 213.00	\$ 89.00	Labor Hours	Labor Cost	Expenses	Total Cost	
1. Task 1 WTP Preliminary Engineering Services	0	0	0	0	10	560	20	270	0	78	0	0	0	192	0	0	0	0	1,130.00	\$ 250,196.00	\$ 62,967.00	\$ 313,163.00
1.1. Project Management						400		190		58				192					840.00	\$ 182,436.00	\$ -	\$ 182,436.00
1.1. Design Work Plan and Kickoff Meeting					10	160	20	80		20									290.00	\$ 67,760.00	\$ 6,350.00	\$ 74,110.00
1.2. Data Collection																			-	\$ -	\$ -	\$ -
1.3. Additional Survey and Utility Locates																			-	\$ -	\$ 30,000.00	\$ 30,000.00
1.4. Geotechnical Investigation Service																			-	\$ -	\$ 26,617.00	\$ 26,617.00
2. Task 2 WTP Detail Design Service	0	484	294	267	206	1119	481	388	384	0	0	303	577	178	451	427	95	5,654.00	\$ 1,043,364.00	\$ 150,529.00	\$ 1,193,893.00	
2.1. 30% Design and Class 3 OPCC estimate		68	55	40	43	221	75	69	58			76	84	27	68	73	14	971.00	\$ 179,314.00	\$ -	\$ 179,314.00	
2.2. 60% Design and Class 2 OPCC estimate		194	123	80	67	399	87	90	134			121	163	53	135	150	29	1,825.00	\$ 327,728.00	\$ -	\$ 327,728.00	
2.3. 90% Design and Class 1 OPCC estimate		154	86	107	64	325	244	165	134			61	243	71	180	150	38	2,022.00	\$ 380,363.00	\$ -	\$ 380,363.00	
2.4. 100% Design/Bid Documents		68	30	40	32	174	75	64	58			45	87	27	68	54	14	836.00	\$ 155,959.00	\$ 3,339.00	\$ 159,298.00	
Landscape Design - Landwise																		\$ -	\$ -	\$ 47,290.00	\$ 47,290.00	
Stormwater Design - Four Waters Engineering																		\$ -	\$ -	\$ 49,900.00	\$ 49,900.00	
QC Review - Mott MacDonald																		\$ -	\$ -	\$ 50,000.00	\$ 50,000.00	
																		\$ -	\$ -	\$ -	\$ -	
3. Task 3 Well Design Services	0	0	75	0	0	282	0	0	0	0	0	200	0	0	0	60	0	617.00	\$ 102,464.00	\$ 10,000.00	\$ 112,464.00	
3.1. Well Abandonment drilling and testing Specifications																		-	\$ -	\$ -	\$ -	
3.2. Wellhead Design (Plans & Specs)			75			282						200				60		617.00	\$ 102,464.00	\$ -	\$ 102,464.00	
Constructability Review - Complete Services																		\$ -	\$ -	\$ 10,000.00	\$ 10,000.00	
4. Task 4 Permitting Assistance	0	0	0	0	0	120	0	24	0	0	0	0	0	0	0	16	0	160.00	\$ 35,136.00	\$ 27,840.00	\$ 62,976.00	
4.1. WTP Permitting Services						80		24								16		120.00	\$ 26,656.00	\$ -	\$ 26,656.00	
4.2. Well Permitting Services						40												40.00	\$ 8,480.00	\$ -	\$ 8,480.00	
Stormwater Permitting - Four Waters Engineering																		-	\$ -	\$ 27,840.00	\$ 27,840.00	
5. Task 5 Bid Phase Services	0	0	10	10	0	40	20	30	0	0	0	0	0	0	0	0	0	110.00	\$ 24,000.00	\$ -	\$ 24,000.00	
5.1. Pre-bid conference						20		10										30.00	\$ 6,860.00	\$ -	\$ 6,860.00	
5.2. Bid Technical Clarifications			10	10		20	20	20										80.00	\$ 17,140.00	\$ -	\$ 17,140.00	
5.3. Conformed Documents (included in SDC)																		-	\$ -	\$ -	\$ -	
6. Task 6 Services During Construction (SDC)	0	80	372	372	508	1860	558	240	0	0	0	120	200	80	80	240	334	5,044.00	\$ 944,950.00	\$ 43,870.00	\$ 988,820.00	
6.1. Supply Well 2R Hydrology and Testing						826											200	1,026.00	\$ 192,912.00	\$ -	\$ 192,912.00	
6.2. Water Treatment Plant Construction Services		80	372	372	508	1034	558	240				120	200	80	80	240	134	4,018.00	\$ 752,038.00	\$ 3,175.00	\$ 755,213.00	
Stormwater SDC - Four Waters Engineering																		-	\$ -	\$ 40,695.00	\$ 40,695.00	
7. Task 7 Additional Services	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	-	\$ -	\$ 125,000.00	\$ 125,000.00	
7.1 Allowance																		-	\$ -	\$ 125,000.00	\$ 125,000.00	
TOTALS	-	564	751	649	724	3,981	1,079	952	384	78	-	623	777	450	531	743	429	\$ 12,715	\$ 2,400,110	\$ 420,206	\$ 2,820,316	

**SOLICITATION
FOR PARTICIPATION IN
GOVERNMENT RELATIONS CONSULTING SERVICES**

FOR



JACKSONVILLE, FL

SOLICITATION NUMBER: 1411995046

RESPONSES ARE DUE ON JUNE 24, BY 12:00 PM ET

ALL RESPONSES SHALL BE SUBMITTED THROUGH JEA'S E-PROCUREMENT AND CONTRACT MANAGEMENT PORTAL WHICH IS PROVIDED BY ZYCUS SUPPLIER NETWORK WHICH CAN BE ACCESSED AT [HTTPS://ZSN.ZYCUS.COM/GUEST](https://ZSN.ZYCUS.COM/GUEST). INSTRUCTIONS ON HOW TO LOGIN TO ZYCUS IS PROVIDED BELOW IN THIS SOLICITATION. LATE RESPONSES MAY BE REJECTED.

JEA WILL PUBLICLY OPEN ALL RESPONSES RECEIVED FROM QUALIFIED RESPONDENTS ON THE DUE DATE, VIA MICROSOFT TEAMS.

**FOR MORE INFORMATION, PLEASE CONTACT THE JEA BUYER AT:
(ELAINE SELDERS AT SELDEL@JEA.COM)**

1.2) Scope of Work

The purpose of this solicitation for Government Relations Consulting Services (this "Solicitation") is to evaluate and select a vendor to provide Federal and State Government Relations Consulting Services as described in this Solicitation (the "Work") and to determine the best method for JEA to procure the Work with regards to pricing, quality, design, services proposed and experience of the team.

JEA intends to engage one or more consultants or consulting firms (the "Company") with an office located in the State of Florida and the Washington, D.C. area to represent JEA's interests with regard to legislative, regulatory, and executive branch policies and issues at the state and federal level. These areas include, but may not be limited to, regulation, fiscal policy (taxation and financial assistance), environmental protection, economic development, utility industry structure, funding and grant opportunities and such other issues that may affect electric, water and wastewater utilities over time. There will also be an emphasis on representation of municipal utility issues.

A more detailed description of the Work is provided in the Technical Specifications included as an Exhibit to this Solicitation.

Capitalized terms used in this Solicitation without definition shall have the definitions given to them in Section 2 of this Solicitation.

1.3) Background

JEA owns, operates and manages the electric system established by the City of Jacksonville, Florida since 1895. In June 1997, JEA also assumed operation of the water and sewer system previously managed by the City. JEA is located in Jacksonville, Florida, where we proudly serve an estimated 522,469 electric, 396,566 water and 316,441 sewer and 26,902 reuse water customers. JEA is Florida's largest community owned utility and the eighth largest municipal in the United States.

1.4) Invitation - Submitting a Response

Respondents that meet the Minimum Qualification stated herein are invited to submit a Response to this Solicitation to perform the Work. A complete copy of this Solicitation, the Technical Specifications, forms and all other documents referenced in this Solicitation are on JEA's E-Procurement and Contract Management Portal which is provided by Zycus Supplier Network which can be accessed at <https://zsn.zycus.com/guest/genericRegister/JEA074>. Instructions on how to login to Zycus is provided below in this Solicitation and in Appendix C.

All Responses are due at the time indicated on the title page of this Solicitation. Section 1 of this Solicitation are the instructions for submitting a Response for this Solicitation. Section 2 of this Solicitation contain the definitions and commercial contract terms associated with this procurement.

A Contract will presented to the Respondent awarded this Work and the Contract will incorporate by reference this entire Solicitation and all associated Addenda. A sample of the JEA Contract can be found on jea.com.

All documentation submitted with a Response must reference the Solicitation Title and Number stated herein. All Responses must be made on the appropriate forms and formats as specified by this Solicitation and uploaded to JEA's procurement platform.

All Responses should be delivered electronically to JEA via the Zycus platform. An automated, detailed auditing system provides sealed Response integrity. Responses remain sealed on the platform until the Close Date & Time (Due Date & Time).

A Respondent shall be solely responsible for timely delivery of its Response to the Zycus Supplier Network. Respondents are strongly encouraged to acquire log in credentials early as possible. Additionally Respondents are encouraged to submit Responses early to ensure uploading process goes smoothly. **If Respondent is**

not able to submit its Response via Zycus, then please email the Response to the JEA Buyer identified in the Section below titled "Questions".

Responses are due by the time and on the date stated on the cover page of this Solicitation. **LATE RESPONSES MAY BE REJECTED.**

1.5) Zycus Instructions

I. How to Log Into Zycus

A. New Users – Zycus

1. New Users will need to register to login. Registration will require Company name, address, phone, contact, title, phone and email address. Also, it is recommended users use Google Chrome to access Zycus.
2. Note if the company is already doing business with JEA, you may find the company is already registered in Zycus. To find out if you are registered, try entering your email address in the New User Registration screen. If you receive a message stating “Email ID already registered”, log in as an Existing User Log-in”. If you don’t know your password, enter your email address and click on “Forgot Password”.

B. Existing Users or New Users with Previously Registered Emails

1. Once the user has a login on the sourcing platform select “Existing User Log-in”, the user may navigate to the solicitation by selecting the icon for the applicable solicitation.

II. How to Submit a Response Using Zycus

1. Once logged in, users will see all JEA Sourcing Events, then select the applicable event.
2. Once in the Sourcing Event. The Sourcing Event has prompts for actions required to respond to the solicitation.
3. For the user to proceed to submit a Response to JEA using Zycus, the user will be required to provide its acceptance of the of the Zycus iSource Terms & Conditions associated with the work. Such Terms and Conditions may cover non-disclosure, safety, cyber security, Invitation for Bid contract terms, etc.
4. Once all terms are accepted, additional Solicitation information will be available for viewing and submitting a Response by selecting “Confirm Participation”. JEA will then have a record indicating the company intends to submit a Response.
5. A user then can respond to each section of the Solicitation, once completed with each section, select “Save”. Note each section has a red, yellow, green light code. Items will turn green once completed. Yellow and red lights mean there is additional action required. Users may also note under each tab, there are multiple questions to respond to, scroll down the list to ensure all questions are answered.
6. In most Solicitations, JEA will provide Technical Specifications, pricing tables in Excel which the user will need to download. Additionally, Excel pricing tables may need to be uploaded once completed to as part of the Response. Users can download the required attachments by selecting the “Buyers Attachments” icon.
7. Once the required forms are uploaded and saved, the section light will turn green. Once all sections are completed and green lighted, the User may select “Submit Response”.
8. Once the user selects “Submit Response”, the user will receive a “Success” pop-up when submitted.
9. Once submitted users may recall and modify submitted documentation and submit information until the Response Due Date and Time.

1.6) Questions

All Questions must be submitted in writing to the JEA Buyer listed herein at least five business days prior to the opening date. Questions received within five business days prior to the opening date may not be answered.

1.7) Opening of Responses

All Responses received shall be publicly announced and recorded via Microsoft Teams at the date and time indicated on the cover page of this Solicitation.

The details for the Microsoft Teams will be on jea.com at the following website: <https://www.jea.com> approximately 48 hours before the Response opening.

At the opening of Responses, a JEA representative will publicly open each Response that was received prior to the Date and Time, except for those Responses that have been properly withdrawn. JEA has the right to waive irregularities or informalities in the Responses to the extent allowable under applicable laws.

1.8) Alternate Provisions and Conditions

Responses that contain provisions that are contrary to requirements found on this ITN, including, but not limited to, the Contract terms and conditions contained in Section 2 of this ITN, and any requirements found in the Technical Specifications attached as an exhibit or attachment to this ITN, will be reviewed but may not be accepted by JEA. However, as this is an ITN, JEA reserves the right to negotiate the best terms and conditions if determined to be in the best interests of JEA, and negotiate different terms and related price adjustments if JEA determines that it provides the best value to JEA.

1.9) Minimum Qualifications

Respondent must meet the following Minimum Qualifications to be considered eligible to have its Response evaluated by JEA. Respondent must complete and submit the Minimum Qualification Form provided in this Solicitation. Respondents that are working or have worked for JEA in the past 2 years involving similar work must submit JEA as a reference. JEA reserves the right to ask for additional back up documentation or additional reference projects to confirm the Respondent meets the requirements stated above.

JEA may reject Responses from Respondents not meeting all of the following Minimum Qualifications:

- Respondent must have an office located in the State of Florida and the Washington, D.C. area. In the case of joint proposals, the Company's or group's Lead Consultant that will be in charge of the engagement for Federal Services must be based in the Washington, D.C. area. Enter addresses on Appendix B – Minimum Qualifications Form.
- Respondent must designate the Company's Lead Consultants who will serve as the primary representatives for JEA. The Company shall identify the Lead Consultants from the state office and the federal office for a total of two consultants. The lead consultants must have municipal utility experience in one of the following areas: water, sewer or electricity. The Company shall provide two account references, one state and one federal, where the Lead Consultants being proposed for JEA's contract were also the lead consultants on the referenced work. References should cover work within the last five years ending June 30, 2025. Enter references on Appendix B – Minimum Qualifications Form.
 - A similar account reference is defined as State and Federal Government relations consulting services as described in the Technical Specifications. The references must display experience in municipal utility water, sewer or electricity consulting. The references must include the reference Company name, contact person, phone number, email address and the scope of service details. JEA will contact and verify the supplied references.

Award #R02 Supporting Documents 08/07/2025

- For each account reference, the Proposers Lead Consultant must have actively and continuously represented the client before the State of Florida's legislative branch and/or the United States legislative branch, executive branch or regulatory bodies for a three-year period ending June 30, 2025.

1.10) Number of Contracts to be Awarded

JEA intends to Award one or more Contracts for the Work. JEA reserves the right to Award multiple Contracts based on certain groupings of the Work items, or JEA may exclude certain Work items, if JEA determines that it is in its best interest.

1.11) Insurance Requirements

Prior to JEA issuing a Purchase Order to the Company to begin the Work, the Company shall submit a certificate of insurance (COI) that is in compliance with amounts and requirements as indicated in this Solicitation. Note that the COI shall specifically indicate JEA as additional insured on all required insurance except Worker's Compensation and Professional Liability (if applicable). Furthermore, waiver of subrogation must be provided for all required insurance in favor of JEA, including its board members, officers, employees, agents, successors, and assigns.

1.12) Optional Use of Small and Emerging Business Program

It is at the Respondent's option as to whether it chooses to subcontract with a JSEB firm. JEA encourages the use of JSEB firms; however, the Respondent is not required to utilize a JSEB to be awarded a Contract under this Solicitation.

For more information regarding the JSEB program, please contact Bill Hickey, JEA, Manager of Supplier Diversity Programs and Procurement Services, hickwj@jea.com or jsebprogram@jea.com.

1.13) Basis of Award - Highest Evaluated

JEA will Award a Contract to the responsive and responsible Respondent whose Response meets or exceeds the Minimum Qualifications set forth in this Solicitation, and whose Response receives the highest number of points based upon JEA's evaluation of the Selection Criteria stated herein. JEA will not Award this Contract on a price only basis, but will Award based on an evaluation of how well each Respondent meets the "Selection Criteria" stated herein. Price will never be weighted less than the highest non-price factor.

1.14) Evaluation Methodology

Responses will be scored and ranked by a committee of 3 evaluators consisting of JEA's staff. Each evaluator will individually score the Responses using the evaluation matrix attached to this Solicitation.

JEA will use the "Selection Criteria" listed below to evaluate the Responses. JEA may make its Award decision based solely upon the information submitted in the Responses. JEA may also choose to have one or more Respondent make presentations to representatives of JEA. It is always in the best interest of the Respondent to provide informative, concise, well-organized technical and business information relative to the Work, in both the initial submittal of its Response and in any subsequent submittals.

Please note, JEA may reject Responses that request material changes or take exceptions to JEA commercial terms and conditions. Material changes to the commercial terms and conditions can only be made by JEA prior to public opening of the Responses.

1.15) Selection Criteria

The following criteria will be used by JEA to evaluate and rank Responses from Respondents who meet the Minimum Qualifications specified in this Solicitation.

1.16) Quotation of Rates

Maximum score: 20 Points

The Company shall provide a fixed monthly rate for the term of the Contract by completing the information below. The rate shall be all inclusive and shall include all work, profit, taxes, benefits, and all other overhead items, including

photocopy and report preparation fees, if applicable. Travel and other related expenses must be approved in writing before any travel is booked or expensed. Travel will be paid in accordance with JEA's Travel Policy as stated in the Solicitation. There will be a "not to exceed" travel/expense budget added to the contract total specified by JEA. Any modifications, exceptions, or objections contained within the Response form may subject the Response to disqualification.

The prices quoted by Respondent on the Response Form must be firm-fixed prices, not estimates.

1.17) Experience of Lead Consultant and Team Proposed

Maximum score: 30 Points

The Company shall provide the resumes of the Lead Consultants from the state office and the federal office for a total of two resumes. The Company may provide up to four additional resumes for personnel available to work on the JEA engagement. The two Lead Consultants shall be the same consultant who is identified for the minimum qualification reference checks. The two Lead Consultants resumes will be scored separately, and the remaining resumes will be scored together as a team depending on how many resumes the Company chooses to submit. There will be a non-subjective five points awarded for the Lead Consultants years of relevant experience, a subjective ten points awarded for the depth of experience by the Lead Consultants, and a subjective fifteen points awarded for the depth of team experience for the balance of the resumes submitted.

At minimum, the resume(s) shall present the consultant's name, title, work location, years of service with the Company, years of relevant work experience, applicable professional registrations, education, and work experience. The resume must identify the experience of the professional in both State and Federal Government relations consulting. Each resume shall be no more than two pages in length, single sided, and on 8.5" by 11" sized paper. If the resumes contain more than two pages each, only the information contained on the first two pages will be evaluated by JEA.

1.18) Experience Working with Multiple State and Federal Agencies with a Focus on Municipal Utility Issues

Maximum points: 25 points

The Company shall describe experience working with multiple agencies and branches of government. Highlight experience working with municipal utilities and industry associations on behalf of its client base. Discuss the strengths, benefits and attributes of working with the team proposed for this scope of services. Discuss range of experience for utility clients with a focus on electric, water and wastewater utilities. Provide any other information that demonstrates your experience as a team working on related issues or for similar clients. This section should be limited to two pages.

Please use your own form for this section. Points associated with the above selection criteria are in JEA's sole discretion.

1.19) Ability to Design an Approach and Work Plan to Meet Project Requirements

Maximum score: 25 points

Describe in your own format the Company's or team's approach to provide the services described in the Scope of Work. Describe the approach to how your firm will manage the engagement. The description shall provide a comprehensive consulting services design approach and proposed work plan and explain how the Company intends to manage the engagement and advance JEA's policy and advocacy strategies.

The work plan should include:

- The Company's approach to provide consistent and effective policy and strategy recommendations on issues that are important to JEA;
- A description of how the Company recommends interaction with JEA on issue and policy management;
- A description of the following:

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- Knowledge of relevant issues pertaining to electric, water and wastewater utilities at the state and federal level;
- Ability to collaborate with business/industry groups and with various government agencies on issues, policy or legislation;
- Approach to advocacy on JEA's behalf on such issues, and timely access to policy makers;
- Approach to communications/coordination with JEA including issue identification, monitoring and reporting, and;
- A demonstration that the firm possesses the knowledge and experience to deal with policy and processes, developing solutions, problem solving and funding opportunities.
- Respondents shall describe any enhancements, additional services or joint ventures of one or more organizations illustrating creative approaches to providing innovative representation of JEA interests.

Please use your own format for this section. The approach to consulting services is limited to a maximum of five (5) pages.

1.20) Tie

In the event of a tie score, the tie shall be resolved in accordance with JEA's Procurement Code and Operational Procedures.

1.21) Required Forms to be Submitted

The following forms must be completed and submitted to JEA at the timeframes stated below. The Respondent can obtain the required forms, other than the Minimum Qualification Form, Response Form and Response Workbook, by downloading them from JEA.com.

A. The following forms are required to be submitted with the Response:

- I. Minimum Qualifications Form - This form can be found in Appendix B of this Solicitation.
- II. Response Form - This form can be found in Appendix B of this Solicitation.
- III. Conflict of Interest Certificate Form - This form can be found in Appendix B of this Solicitation.
- IV. List of JSEB Certified Firms (if any) - This form can be found at JEA.com.
- V. Subcontractor Form (if any) - This form can be found at JEA.com.

If the above listed forms are not submitted with the Response by the Response Due Time and Date, JEA may reject the Response.

B. JEA also requests the following documents to be submitted prior to Contract execution. A Response will not be rejected if these forms are not submitted at the Response Due Date and Time. However, failure to submit these documents prior to Contract execution could result in Response rejection.

- I. Insurance certificate
- II. W-9
- III. Evidence of active registration with the State of Florida Division of Corporations (www.sunbiz.org)

1.22) Addenda

A written change or changes to the Solicitation which is issued by JEA Procurement Services and is incorporated into the Solicitation as a modification, revision and/or further clarification of the intent of the Solicitation.

1.23) Contract Execution and Start of Work

Within 30 days from the date of Award, JEA will present the successful Respondent with the Contract. Unless expressly waived by JEA, the successful Respondent must execute a Contract for the Work within 10 days after receiving the Contract from JEA. If the Respondent fails to execute the Contract or associated documents as required, JEA may cancel the Award with no further liability to the Respondent and retain any bid security or bond. Upon JEA's receipt of the executed Contract, certificate of insurance, and recorded Payment and Performance bonds (if applicable), JEA will issue a PO, in writing and signed by an authorized JEA representative as acceptance of the Response and authorization for the company to proceed with the Work, unless otherwise stated in the Contract or PO. For Construction Services: In the event that JEA intends to authorize the successful Respondent to proceed with administrative work only, or with only a portion of the Work, then the PO shall state the specific limitations of such

authorization and JEA will issue a separate written Notice to Proceed to authorize the Respondent to begin Field Work, when applicable, or to perform the remainder of the Work, or any portion thereof. The Respondent shall ensure that it is prepared to begin Field Work upon receipt of Notice to Proceed. Any Work performed outside of this partial authorization shall be at the Respondent's risk and JEA shall have no obligation to pay for such Work.

1.24) Ex Parte Communication

Ex Parte Communication is defined as any inappropriate communication concerning a Solicitation between any officers, employees or other representatives of Respondent and a JEA representative during the time in which the Solicitation is being advertised through the time of Award. Examples of inappropriate communications include: private communications concerning the details of the Solicitation in which a company becomes privy to information not available to the other Respondents. Social contact between companies and JEA Representatives should be kept to an absolute minimum during the Solicitation process.

Ex Parte Communication is strictly prohibited. Failure to adhere to this policy will disqualify the noncompliant Respondent. Any questions or clarifications concerning this Solicitation must be sent in writing via email to the JEA Buyer at least five business days prior to the opening date. If JEA determines that a question should be answered or a requirement should be clarified, JEA will issue an Addendum to the Solicitation.

1.25) Certifications and Representations of the Company

By signing and submitting its Response, the Respondent certifies and represents as follows:

A. That the individual signing the Response is duly authorized to contractually bind the Respondent to the terms and conditions of this Solicitation and the Contract. Respondent shall provide satisfactory evidence of such authority within three days of JEA's request.

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

C. That, if successful, the Respondent will be registered to conduct business in the State of Florida and in active status with the Florida Division of Corporations at the time of execution of a Contract.

D. That the Respondent maintains in active status any and all licenses, permits, certifications, insurance, bonds and other credentials including, but not limited to, all licenses necessary to perform the Work. The Respondent also certifies that, upon the prospect of any change in the status of applicable licenses, permits, certifications, insurances, bonds or other credentials, the Respondent shall immediately notify JEA of status change.

1.26) Ethics

By submitting a Response, the Respondent certifies that its Response is made without any previous understanding, agreement or connection with any other person, firm, or corporation submitting a Response for the same Work other than as a Subcontractor or supplier, and that the Response is made without outside control, collusion, fraud, or other illegal or unethical actions. The Respondent shall comply with all JEA and City of Jacksonville ordinances, policies and procedures regarding ethics.

The Respondent shall submit only one Response to this Solicitation. If JEA has reasonable cause to believe the Respondent has submitted more than one Response for the same Work, other than as a Subcontractor or sub-supplier, JEA shall disqualify the Response and may pursue debarment actions.

The Respondent shall disclose the name(s) of any public officials who have any financial position, directly or indirectly, in Respondent or its Response by completing and submitting the Conflict of Interest Certificate Form available at jea.com. Failure to fully complete and submit the Conflict of Interest Certificate will disqualify the Response. If JEA has reason to believe that collusion exists among the Respondents, JEA shall reject any and all

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Responses from such Respondents and will proceed to debar the Respondents from future JEA Awards in accordance with the JEA Procurement Code.

JEA is prohibited by its Charter from awarding contracts to JEA board members, officers or employees, and is prohibited from awarding contracts in which a JEA officer or employee has a financial interest. JEA shall reject all Responses from JEA board members, officers or employees, as well as, all Responses in which a JEA officer or employee has a financial interest.

In accordance with Florida Statutes Sec. 287.133, JEA shall reject Responses from any persons or affiliates convicted of a public entity crime as listed on the Convicted Vendor list maintained by the Florida Department of Management Services. JEA shall not make an Award to any officer, director, executive, partner, shareholder, employee, member, or agent active in management of the Respondent listed on the Convicted Vendor list for any transaction exceeding \$35,000 for a period of 36 months from the date of being placed on the Convicted Vendor list.

JEA shall also reject any Responses from any persons or affiliates that are listed on State of Florida's Suspended Vendor List, the City of Jacksonville's Disqualified Vendor List, JEA's Suspended Vendors list, or have had a contract with JEA or any other public utility terminated for default within the last two (2) years.

1.27) JEA Publications

Applicable JEA publications are available at jea.com.

1.28) Mathematical Errors

In the event of a mathematical error in calculation of the prices entered on the Response, the Unit Prices will prevail. The corrected price utilizing the Unit Prices quoted by Respondent will be used to determine if the Company is awarded a Contract for the Work and the corrected pricing will be used throughout the Term.

1.29) Modification or Withdrawal of Responses

The Respondent may modify or withdraw its Response at any time prior to the Response Due Date and Time by giving written notice to JEA's Chief Procurement Officer by submitting an updated Response. JEA will not accept modifications submitted by telephone, telegraph, email, or facsimile, or those submitted after the Response Due Date and Time. The Respondent may not modify or withdraw its Response for a period of 90 days following the opening of Responses.

1.30) Notice of Prohibition Against Considering Social, Political, or Ideological Interests

Pursuant to Section 287.0501, Florida Statutes, JEA may not:

- (i) Request documentation of or consider a vendor's social, political, or ideological interests when determining whether a vendor is a responsible vendor; or
- (ii) Give preference to a vendor based on the vendor's social, political, or ideological interests.

1.31) Prohibition Against Contingent Fees

The Respondent warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Respondent, or an independent sales representative under contract with the Respondent, to solicit or secure a contract with JEA, and that it has not paid or agreed to pay any person, company, corporation, or other individual, other than a bona fide employee working solely for the Respondent, or an independent sale representative under contract with the Respondent, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the Award or the Contract. If a breach or violation of the provisions occurs, JEA shall have the right to terminate the Contract without liability, and at its discretion, to deduct from the Contract Price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

1.32) Protest of Solicitation and Award Process

Any protests regarding this Solicitation must be filed in writing and in accordance with the JEA Procurement Code, as amended from time to time. The JEA Procurement Code is available online at www.jea.com.

1.33) Availability Of Response After Opening

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In accordance with the Florida Public Records Law, Florida Statutes, Chapter 119, copies of all Responses are available for public inspection thirty (30) days after the opening of Responses or on the date of Award announcement, whichever is earlier. Respondents may review opened Responses once they are available for public inspection by contacting the designated JEA Buyer or JEA's Public Records custodian whose contact information can be found at jea.com. JEA will post a summary of the Response results immediately after the Response opening.

1.34) Reservation of Rights of JEA

This Solicitation provides potential Respondents with information to enable the submission of written offers. This Solicitation is not a contractual offer or commitment by JEA to purchase products or services.

JEA reserves the right to reject all Responses, and to waive informalities if JEA deems such action to be in its best interest. JEA may reject any Responses that it deems incomplete or irregular including, but not limited to, Responses that omit a price on any one or more items for which prices are required, Responses that omit Unit Prices if Unit Prices are required, Responses that offer equal items when the option to do so has not been stated, and Responses that fail to include a Bid Bond, where one is required.

JEA reserves the right to cancel, postpone, modify, reissue and amend this Solicitation at its discretion.

JEA reserves the right to cancel or change the date and time announced for opening of Responses at any time prior to the time announced for the opening of Responses. JEA may Award the Contract in whole or in part. JEA may award multiple or split Contracts if it is deemed to be in JEA's best interest.

1.35) Sunshine Law

Article I, Section 24, Florida Constitution, guarantees every person access to all public records and Chapter 119, Florida Statutes, provides a broad definition of public records. JEA is subject to these laws and related statutes ("Florida's Public Records Laws"). All responses to this Solicitation are public record and available for public inspection unless specifically exempt by law.

If a Respondent believes that any portion of the documents, data or records submitted in response to this Solicitation are exempt from Florida's Public Records Law, Respondent must (1) clearly segregate and mark the specific sections of the document, data or records as "Confidential," (2) cite the specific Florida Statute or other legal authority for the asserted exemption, and (3) provide JEA with a separate redacted copy of its Response (the "Redacted Copy"). The cover of the Redacted Copy shall contain JEA's title and number for this Solicitation and Respondent's name, and shall be clearly labeled "Redacted Copy." Respondent should only redact those portions of records that Respondent claims are specifically exempt from the Florida Public Records Laws. If Respondent fails to submit a redacted copy of information it claims is confidential, JEA is authorized to produce all documents, data and other records submitted to JEA in answer to a public records request for such information.

In the event of a request for public records to which documents that are marked as confidential are responsive, JEA will provide the Redacted Copy to the requestor. If a requestor asserts a right to any redacted information, JEA will notify Respondent that such an assertion has been made. It is Respondent's responsibility to respond to the requestor to assert that the information in question is exempt from disclosure under applicable law. If JEA becomes subject to a demand for discovery or disclosure of Respondent's redacted information under legal process. JEA shall give Respondent prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law.) Respondent shall be responsible for defending its determination that the redacted portions of its response are not subject to disclosure.

By submitting a Response to this Solicitation, Respondent agrees to protect, defend, and indemnify JEA from and against all claims, demands, actions, suits, damages, losses, settlements, costs and expenses (including but not limited to reasonable attorney fees and costs) arising from it relating to Respondent's determination that the redacted portions of its response to this Solicitation are not subject to disclosure.

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO

PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

JEA

**Attn: Public Records
225 North Pearl Street
Jacksonville, FL 32202
Ph: 904-665-8606
publicrecords@jea.com**

1.36) Scrutinized Companies

Pursuant to Section 287.135(2), Florida Statutes, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of:

- (1) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, contractor is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
- (2) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, contractor:
 - i. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes; or
 - ii. Is engaged in business operations in Cuba or Syria.

Pursuant to Section 287.135(3)(a)4, Florida Statutes, JEA may terminate this Contract at JEA's option if this Contract is for goods or services in an amount of one million dollars or more and the Company:

- (1) Is found to have submitted a false certification under Section 287.135(5), Florida Statutes;
- (2) Has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes;
- (3) Is engaged in business operations in Cuba or Syria.

Pursuant to Section 287.135(3)(b), Florida Statutes, JEA may terminate this Contract at JEA'S option if this Contract is for goods and services of any amount and Company:

- (1) Is found to have been placed on the Scrutinized Companies that Boycott Israel List; or
- (2) Is engaged in a boycott of Israel.

1.37) Subcontractors Use for the Performance of the Work

The Respondent must list the names of the major Subcontractors that it intends to use for this Work, unless the Work will be self-performed by the Respondent. The Subcontractors must be listed on the Subcontractors Form which is available at jea.com. Failure to submit this form with the Response may result in rejection of Respondent's Response. The Respondent shall not use Subcontractors other than those shown on the Subcontractor Form unless it shows good cause and obtains the JEA Representative's prior written consent.

If the Respondent plans to use Subcontractors to perform over 50% of the Work, the Respondent shall obtain JEA's approval at least five days prior to the Response Due Date. Failure to obtain JEA approval may result in rejection of the Respondent's Response.

1.38) Defined Terms

Words and terms defined in the section entitled "Definitions" of this document are hereby incorporated by reference into the entire document.

2) Contract Terms and Conditions

2.1) Contract Document Terms and Conditions

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Section 2 of this Solicitation contains JEA's general terms and conditions that will govern the Contract awarded under this Solicitation. The Contract Documents will incorporate by reference all of the terms and conditions of this Solicitation, including all Technical Specifications, Appendices, Exhibits, Schedules and Forms included with this Solicitation. An example of the Contract that the Company will be required to execute is available for review at jea.com.

2.2) Definitions

Capitalized words and terms used in this Solicitation shall have the meaning given to them in this Section 2. The Technical Specifications to this Solicitation may define additional words and terms where necessary to clarify the Work. Unless otherwise stated in this Solicitation or the Contract Documents, definitions set forth in Technical Specifications shall apply only within the Technical Specifications.

2.3) Acceptance

JEA's written notice by the Project Manager to the Company that all Work as specified in the Contract, or a portion of the Work as specified in a Task or Work Order, has been completed to JEA's satisfaction. Approval or recognition of the Company meeting a Milestone or interim step does not constitute Acceptance of that portion of Work. Acceptance does not in any way limit JEA's rights under the Contract or applicable laws, rules and regulations.

2.4) Addendum/Addenda

An amendment to the Solicitation which is issued by JEA before the Response Due Date and Time.

2.5) Anniversary Date

The date which is twelve (12) months after the effective date of the Contract, and each date which is twelve (12) months after an Anniversary Date that occurs while the Contract is in effect.

2.6) Award

The written approval of the Contract by JEA's Awards Committee and Chief Executive Officer.

2.7) Company

The legal person, firm, corporation or any other entity with whom JEA executes the Contract.

2.8) Company Representatives

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

2.9) Contract

The written agreement executed by JEA and the Company which describes the rights and obligations of JEA and the Company with respect to the Work and incorporates all of the Contract Documents.

2.10) Contract Amendment

A written document signed by JEA and the Company issued after the execution of the Contract which authorizes an addition, deletion or revision of the Scope of Work, or the Contract Price, the Term or any other provision of the Contract.

2.11) Contract Documents

Contract Documents means the executed Contract, this Solicitation, all documents required by or submitted in connection with this Solicitation or the Contract, and any written Change Orders, contract amendments and Purchase Orders executed by JEA.

2.12) Contract Price

The total amount payable by JEA to the Company during the Term in accordance with the terms and conditions of the Contract.

2.13) Contract Time

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

2.14) Defect

Work that fails to reach Acceptance, or Work that fails meet the requirements of any test, inspection or approval required or permitted by the Contract Documents, and any Work that meets the requirements of any test or approval, but nevertheless does not meet the requirements of the Contract Documents.

2.15) Holidays

The following days: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, and Christmas Day. If a Holidays falls on a weekend, the Holiday is the day that JEA observes the Holiday.

2.16) Invoice

A document seeking payment to the Company from JEA for all or a portion of the Work, in accordance with the Contract Documents.

2.17) JEA

JEA, a body politic and corporate, which is authorized to own, manage and operate for the benefit of the City of Jacksonville a utilities system within and without the City of Jacksonville.

2.18) JEA Project Manager

The individual assigned by JEA to have authority to administer the Contract, including the authority to issue Change Orders.

2.19) JSEB

The City of Jacksonville Small and Emerging Business Enterprises as defined in Chapter 126, Part 6 of the City of Jacksonville, Ordinance Code, as may be amended from time to time.

2.20) Milestone

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

2.21) Performance - Meets Expectations

The Company averages more than 2.9 and less than 4.0 across all performance scorecard evaluation metrics.

2.22) Performance - Below Expectations

The Company averages less than 2.80 across all scorecard evaluation metrics or scores a 2 or less on an individual evaluation metric.

2.23) Performance - Exceeds Expectations

The Company averages 4.0 or more across all scorecard evaluation metrics.

2.24) Purchase Order

A commercial document issued by JEA, authorizing work, indicating types, quantities, and agreed prices for products or services the Company will provide to JEA. Sending a PO to a Company constitutes a legal offer to buy products or services. The words "Purchase Order" are clearly marked across the top, a PO number is used for reference and invoicing purposes, includes an authorized JEA signature, and states the dollar amount of the lawfully appropriated funds.

2.25) Response

The document describing the Company's offer submitted in response to this Solicitation.

2.26) Respondent

The respondent to this Solicitation.

2.27) Solicitation

All documents issued by JEA to solicit Responses from Respondents including, but not limited to, all documents required to be submitted by a Respondent in connection with this Solicitation, the Technical Specifications, and any Addenda to the Solicitation issued by JEA.

2.28) Subcontractor

A legal person, firm, corporation or any other entity that provides a portion of the Work to JEA on behalf of the Company, or provides supplies or materials in connection with the Work.

2.29) Task Order

A document that describes the Work or describes a series of tasks that the Company will perform in accordance with the Contract Documents.

2.30) Term

The period of time during which the Contract is in force.

2.31) Unit Price

The Company charges, rounded to the nearest cent, to JEA for the performance of each respective unit of Work or Services as defined on this Solicitation.

2.32) Work

Any and all actions, products, documentation, electronic programs, reports, testing, transport, administration, management, services, materials, tools, equipment, and other deliverables to be furnished or performed by the Company under the Contract, together with any and all additional such deliverables that are not specifically provided in the Contract, but can be reasonably inferred as necessary to complete the Company's obligations under the Contract.

2.33) Order of Precedence

The Contract shall consist of all of the following documents which, to the extent of any conflict, shall have priority in the order listed below:

- I. Contract Amendments
- II. Executed Contract Documents
- III. Addenda
- IV. This Solicitation, including all Appendices, Exhibits and Attachments to this Solicitation
- V. Company's Response
- VI. JEA's Purchase Order

2.34) Payment Method

JEa shall pay the Company monthly for the Work performed by the Company during the preceding month in accordance with the rates stated on the Company's Response Workbook upon receipt of a proper invoice from the Company.

2.35) Invoicing and Payment Terms

Within sixty (60) days from completion of the Work, the Company shall submit all Invoices or Applications for Payment in accordance with the payment method agreed upon in these Contract Documents. Invoices shall be submitted to the following email address: ACCTPAYCUSTSRV@JEA.COM.

JEa will pay the Company the amount requested within thirty (30) calendar days after receipt of an Invoice from the Company subject to the provisions stated below.

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

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

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

2.36) Price Adjustment - Annual

Contract rates (also referred to herein as "Unit Prices") will remain fixed through the first year (1) year of the Contract. Thereafter, the Company may request a Consumer Price Index ("CPI") adjustment annually thereafter. The rates in the attached workbook or response form for labor and equipment only will be subject to price adjustment.

Each request for a price adjustment, after the first (1) year period must be made within thirty (30) days after the completion of each year from the date (Anniversary Date).

When a timely price adjustment request is received, JEA will recognize the price adjustment within thirty (30) days after the Anniversary Date. No retroactive price adjustments will be allowed.

Price Adjustment shall be capped at 3% annually.

Unless the Company and JEA make other agreements, the annual price adjustment for the Contract shall be in accordance with the Consumer Price Index, for All items in South urban, all urban consumers, not seasonally adjusted - CUUR0300SA0 published monthly by the U.S. Department of Labor, Bureau of Labor Statistics. The index used will be the unadjusted mean average change for the previous twelve (12) months of the Company's written CPI adjustment request is received by JEA.

The calculation for the Base Date index, shall be unadjusted mean average index for the previous twelve (12) months of the Bid Due Date.

In the event the applicable price index publication ceases, the Company and JEA shall mutually agree on a replacement index. If the Company and JEA fail to agree on a replacement index, the Contract shall terminate effective on the next Anniversary Date. Additionally, should the applicable index deviate from market for which the services are being provided, JEA in its sole discretion, may approve a request to change the applicable index and determine the method for the application of the price adjustment change.

2.37) JEA Contractor Travel Policy

To the extent the Company's fees include reimbursement for travel and travel related expenses, only the authorized expenses described here in will be reimbursed. The Company must request approval in writing from the JEA Project Manager for all travel for a specific person on official JEA business prior to commencement of travel. JEA will only reimburse the Company for actual cost of travel expenses that are documented with receipts submitted with the expense statement (the "Traveler"). The Traveler shall choose the most economical means of transportation, considering the nature of the business, the Traveler's time, cost of transportation, meals, lodging and incidental expenses required. Reimbursement shall be made only for travel performed over usually regularly traveled routes to the destination. When travel is by indirect route for the Traveler's own convenience, reimbursement for expenses shall be based only on such charges as would have been incurred over the usually traveled route.

Authorized Expenses:

Airplane

Travel by common carrier will only be reimbursed at the coach/economy fare rate purchased.

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A copy of the Traveler's air itinerary showing the cost of the coach/economy fare must be submitted along with the expense statements. The Traveler is encouraged to select the most economical published fare. A round-trip coach/economy fare greater than \$1,500 must be pre-approved by the Traveler's Chief.

Private Automobiles

If the total miles from point of origin to destination exceeds 400 miles one way, the mileage reimbursement for use of a private motor vehicle shall be limited to the lesser of:

- I. IRS rate per mile (current mileage rate can be found on the IRS website) or
- II. the lowest airline common carrier coach/economy fare to the nearest airport plus the cost of other means of transportation from the airport to the destination.

If travel is by private automobile, reimbursement shall be based on the IRS authorized mileage rate in existence at the time of travel. All mileage shall be completed from the constructive point of origin to the point of destination.

Vicinity mileage incurred while driving on official business may also be reimbursed. No other reimbursement for expenses related to the operation, maintenance and ownership of a vehicle shall be allowed when a private motor vehicle is used on public business.

Car Rental

Rental cars may be used only if taxis or other means of transportation are less economical or otherwise impractical.

JEA has contracts with AVIS, Budget and Enterprise/National for car rentals and must be used where available. For reservations:

- I. AVIS
 - A. <https://www.carrental.com/abgPartners/sof/>
 - B. 800-652-7900
 - C. Discount Code: B113410
- II. Budget
 - A. <https://www.carrental.com/abgPartners/sof/>
 - B. 800-214-6094
 - C. Discount Code: B113410
- III. Enterprise/National
 - A. <https://elink.enterprise.com/en/23/08/jea.html>
 - B. Account Number: XZ78612

Every effort shall be made to coordinate travel so that Travelers share a rental car and thereby eliminate multiple cars at the same location. Travelers must use the intermediate or standard class (or subordinate) of vehicles unless the number of passengers or the volume of equipment makes the intermediate/standard class impractical or if health or physical need requires a larger vehicle. A business justification for upgrades noting such must be included in the travel pre-approval. Personal accident insurance purchased by the traveler will not be reimbursed by JEA.

A receipt of itemized rental car charges must be obtained and submitted with the travel reimbursement claim.

Lodging

Reimbursement will be made for the cost of reasonably required overnight lodging when a Traveler is required to be away from his/her place of residence on behalf of JEA business. Travelers shall select lodging that is the most economical available, consistent with the duties being performed. Travelers will be reimbursed for a single room rate; double occupancy rates may be obtained if two Travelers share a room.

Travelers must document all lodging expenses with itemized statement and paid receipt from lodging facility. A receipt of itemized lodging expenses must be obtained and submitted with your travel reimbursement claim. Personal expenses such as entertainment, in-room movies, in-room concessions (i.e., mini-bar charges) and other personal charges will not be reimbursed.

Meals

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Reimbursement is authorized for meals for all travelers while in a business travel status at the following fixed subsistence / per diem rates, or, at the traveler's option, at the amount submitted, not to exceed the following fixed maximum subsistence rates, but in any case, only when travel begins before and extends beyond the times specified:

- I. Breakfast - when Travel Time begins before 6:00 a.m. and extends beyond 8:00 a.m. The JEA breakfast per diem maximum is \$20.
- II. Lunch - when Travel Time begins before 12:00 noon and extends beyond 2:00 p.m. The JEA lunch per diem maximum is \$25.
- III. Dinner - when Travel Time begins before 6:00 p.m. and extends beyond 8:00 p.m. The JEA dinner per diem maximum is \$35.
- IV. International Travel - for travel outside of the United States, the per diem rate is doubled to \$100 per day.

Incidental Transportation Expenses

The following expenses incidental to transportation of the Traveler may be reimbursed:

- I. Taxi fare
- II. Ferry fares, bridge, road and tunnel tolls
- III. Storage and parking fees
 - A. Valet parking may be selected when there is not a more economical means of parking or where less economical options present a safety concern. A business justification for the use of valet parking must be provided in the reimbursement claim.
 - B. One of the long-term (non-valet) airport parking options (vs. hourly parking) must be utilized for approved travel greater than 24 hours.
- IV. Communication expenses such as business telephone expenses and daily internet/wireless access to conduct JEA business or to inform family members or caretakers of travel delays.
- V. Reasonable gratuities for services incurred at a cost (not to exceed 20% of the cost of the service or to exceed the total subsistence allowance in the case of meals).
- VI. Reasonable gratuities for services incurred without a cost (limited to \$10 per day) (receipt not required, but service justification must be indicated).

2.38) Cost Savings Plan

During the Term, JEA and Company are encouraged to identify ways to reduce the total cost to JEA related to the Work provided by the Company. JEA and Company may negotiate Contract Amendments that allow such reductions in total costs including, but not limited to, the sharing of savings resulting from implementation of cost-reducing initiatives between JEA and Company. The decision to accept any cost savings initiative shall be in the sole discretion of JEA, and JEA shall not be liable to Company for any cost that may be alleged to be related to a refusal to accept a cost savings initiative proposed by Company.

2.39) Discount Pricing

JEA offers any or all of the following optional payment terms, one of which may be elected at the request of the Company by sending an email to the JEA Buyer listed in this Solicitation:

- I. -1% 20, net 30
- II. -2% 10, net 30

The Company may request alternate payment terms for JEA's consideration, however, alternate payment terms are not effective until acceptance by JEA in writing. All payment dates are calculated from the date of receipt of a proper Invoice by JEA's Accounts Payable department.

2.40) JSEB -Invoicing and Payment

If the Company utilizes JSEB certified firms, regardless of whether these Contract Documents require or encourage the use of such firms, the payment terms for participating JSEB firms shall be the same or better than the payment terms the Company receives from JEA, except that in all cases JSEB firms shall be allowed to submit invoices to the Company at least bimonthly, and the Company shall pay proper invoices no later than 3 days after its receipt of JEA payment. The Company shall obtain written approval from the JEA Project Manager and JEA Manager Supplier Diversity Programs prior to withholding any payment from JSEB firm.

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The Company will be required to self-report all payments made to the JSEB certified firms. The payment data will be entered into the B2Gnow JSEB Compliance & Diversity Outreach System (JCDOS) located at the following website: <https://jea.gob2g.com/>. This system tracks contract payments made by the Company to any subcontractor (i.e. JSEB or Diverse Business), the timeliness of those payments and the payments JEA makes to the Company.

The Company is required to submit the monthly payments made to the JSEB certified firms by the audit date of the 30th of each month, for the life of the contract and respond to any requests for information within the B2Gnow JSEB Compliance & Diversity Outreach System (JCDOS). The JCDOS must be checked frequently.

The Company and JSEB certified firms will be provided with access information for the JCDOS post the contract award. B2Gnow provides vendor training, and additional information can be obtained by contacting JEA's Manager Supplier Diversity Programs.

2.41) Offsets

If the Company is in violation of any requirement of the Contract, JEA may withhold payments that may otherwise be due the Company, and may offset existing balances with any JEA incurred costs against funds due the Company under this and any other Company Contract with JEA, as a result of the violation, or other damages as allowed by the Contract Documents and applicable law.

2.42) Taxes

JEA is municipally owned utility and is exempt from paying Florida Sales and Use Tax, and is exempt from Manufacturer's Federal Excise Tax when purchasing tangible personal property for its direct consumption. Additionally, pursuant to Florida Statute 212.08(5) (c) 3, if Company or Subcontractor is buying materials for JEA's electric generating stations, other than Northside Unit 3, JEA can issue the Company or Subcontractor an affidavit that will allow Company or Subcontractor to purchase materials tax free on behalf of JEA.

2.43) Warranty (Professional Services)

The Company warrants that all items provided under the Contract shall be in accordance with the requirements of the Contract and all services shall be performed in a professional manner and with professional diligence and skill, consistent with the prevailing standards of the industry. The Company warrants that the Work will meet the service levels, functional and performance requirements defined in the Contract.

The Company warrants all Work for a period of one year following Acceptance of the Work. If any failure to meet the foregoing warranty appears during the Term or within one year after Acceptance, the Company shall again perform the Work directly affected by such failure at the Company's sole expense.

The Company represents and warrants that it has the full right, power and authority to enter into the Contract and to perform the Work, and that the performance of its obligations and duties hereunder does not and will not violate any Contract to which the Company is a party or by which it is otherwise bound.

The Company represents and warrants that it will conduct the Work in a manner and with sufficient labor, materials and equipment necessary to affect a diligent pursuance of the Work.

The Company represents and warrants that it has the responsibility and capacity to train and supervise its employees, Subcontractors and suppliers to ensure the Work complies with all safety requirements of the Contract Documents.

The Company represents and warrants that its employees and Subcontractors shall exercise the degree of skill and care required by customarily accepted good practices and procedures.

2.44) Insurance (Professional Services)

Before starting the Work, and without further limiting its liability under the Contract, Company shall procure and maintain throughout the Term at its sole expense, insurance of the types and in the minimum amounts stated below. If

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the Company is unable to meet the requirements as stated due to being a Sole Proprietor for example, the Company shall submit their current limits for review during the question-and-answer time period.

Workers' Compensation

Florida Statutory coverage and Employer's Liability (including appropriate Federal Acts); Insurance Limits: Statutory Limits (Workers' Compensation) \$500,000 each accident (Employer's Liability).

Commercial General Liability

Products-Completed Operations, Contractual Liability, Independent Contractors, Broad Form Property Damage, Explosion, Collapse and Underground, Hazards (XCU Coverage) as appropriate; Insurance Limits: \$1,000,000 each occurrence, \$1,000,000 annual aggregate for bodily injury and property damage, combined single limit.

Automobile Liability

All autos-owned, hired, or non-owned; Insurance Limits: \$500,000 each occurrence, combined single limit.

Professional Services/Errors and Omissions:

\$1,000,000 each claim; \$1,000,000 annual aggregate Liability

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

Company shall specify JEA as an additional insured for all coverage except Workers' Compensation and Employer's Liability and Professional Liability. Such insurance shall be primary to any and all other insurance or self-insurance maintained by JEA. Company shall include a Waiver of Subrogation on all required insurance in favor of JEA, its board members, officers, employees, agents, successors and assigns.

Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to JEA. Prior to commencing any Work under the Contract, certificates evidencing the maintenance of the insurance shall be uploaded to JEA's ISupplier Portal which can be found at [iSupplier Procurement and Accounts Payable Portal | JEA](#)

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

It shall be the sole responsibility of Company to ensure that any Subcontractors performing work for Company are properly insured against any claim, action, loss, damage, injury, liability, cost and expense (including, but not by way of limitation, reasonable attorney's fees and court costs) to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Subcontractors.

2.45) Indemnification

The Company shall hold harmless and indemnify JEA against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, reasonable attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to property, arising out of or incidental to the negligence, recklessness or intentional wrongful misconduct of the Company and any person or entity used by Company in the performance of the Contract or Work performed thereunder. For purposes of this Indemnification, the term "JEA" shall mean JEA as a body politic and corporate and shall include its governing board, officers, employees, agents, successors and assigns. This indemnification shall survive the term of a Contract entered into pursuant to this solicitation, for events that occurred during the Contract term. This indemnification shall be separate and apart from, and in addition to, any other indemnification provisions set forth elsewhere in the Contract.

2.46) Indemnification for Release of JEA Employees' Personal Identifiable Information (PII) Data

The Company indemnifies, defends, and holds JEA harmless from any and all claim associated with the unwarranted disclosure of any JEA PII data that is in its possession either in paper or electronic format, including disclosure caused

by theft, electronic system malfunction, negligence, or any other cause for the information to become public or otherwise used for malicious intents.

2.47) Title and Risk of Loss

Ownership, risks of damage to or loss shall pass to JEA only upon Acceptance. The Company shall retain the sole risk of loss to the Work up to and including the time of Acceptance. In the event of loss or damage to the Work, the Company shall bear all costs associated with any loss or damage.

2.48) Indemnification - Release of JEA Customer Information

The Company shall hold harmless and indemnify JEA against any and all claims actions, losses, damages, injuries, liability, costs and expenses of whatsoever kind or nature (including, but not by way of limitation, reasonable attorney's fees and court costs) arising out of the unwarranted disclosure of any JEA customer information that is in the possession of Company or any of its employees, agents or Subcontractors either in paper or electronic format, including disclosure caused by theft, electronic system malfunction, negligence, or any other cause for the information to become public or otherwise used for any purpose whatsoever.

2.49) Delays

Neither party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such obligation is prevented or delayed by any cause beyond the reasonable control of the affected party, and the time for performance of either party hereunder shall be extended for a period of equal to any time lost due to such prevention or delay.

2.50) Force Majeure

No party shall be liable for any default or delay in the performance of its obligations under the Contract due to an act of God or other event to the extent that: (a) the non-performing party is without fault in causing such default or delay; (b) such default or delay could not have been prevented by reasonable precautions; and (c) such default or delay could not have been reasonably circumvented by the non-performing party through the use of alternate sources, work-around plans or other means. Such causes include, but are not limited to: act of civil or military authority (including but not limited to courts or administrative agencies); acts of God; war; terrorist attacks; riot; insurrection; inability of JEA to secure approval, validation or sale of bonds; inability of JEA or the Company to obtain any required permits, licenses or zoning; blockades; embargoes; sabotage; epidemics; pandemics; outbreaks of communicable disease; quarantines; fires; hurricanes, tornados, floods; other natural disasters; or strikes.

In the event of any delay resulting from such causes, the time for performance of each of the parties hereunder (including the payment of monies if such event actually prevents payment) shall be extended for a period of time reasonably necessary to overcome the effect of such delay, except as provided for elsewhere in the Contract Documents.

In the event of any delay or nonperformance resulting from such causes, the party affected shall promptly notify the other in writing of the nature, cause, date of commencement and the anticipated impact of such delay or nonperformance. Such written notice shall indicate the extent to which it is anticipated that any delivery or completion dates will be thereby affected within seven calendar days.

2.51) Term of Contract

The Contract shall commence on the effective date of the Contract and continue and remain in full force and effect as to all its terms, conditions and provisions as set forth herein for one year.

JEA may renew the Contract in its sole discretion for four additional one-year periods.

The Contract shall be contingent upon the existence of lawfully appropriated funds for the Contract. Certain provisions of the Contract may extend past termination including, but not limited to, Warranty and Indemnification provisions.

2.52) Termination for Convenience

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

In the event of termination for convenience, JEA will pay the Company for all Work performed by the Company prior to the termination date.

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

JEA shall have no liability to the Company for any cause whatsoever arising out of, or in connection with, termination including, but not limited to, lost profits, lost opportunities, or any resulting change in business condition.

2.53) Termination for Default (No Bonds)

JEA may terminate the Contract for default upon written notice to the Company if any of the following occurs (each, an "Event of Default"):

1. The Company assigns or subcontracts the Work without JEA's prior written consent;
2. Any petition is filed or any proceeding is commenced by or against the Company for relief under any bankruptcy or insolvency laws;
3. A receiver is appointed for the Company's properties or the Company commits any act of insolvency (however evidenced);
4. The Company makes an assignment for the benefit of creditors;
5. The Company suspends the operation of a substantial portion of its business;
6. The Company suspends the whole or any part of the Work to the extent that it impacts the Company's ability to meet the schedule for the Work, or the Company abandons the whole or any part of the Work;
7. The Company breaches or fails to comply with any of the conditions or provisions of the Contract Documents, and, if such breach or failure is capable of cure, Company does not cure the breach or failure within 15 days after receipt of written notice from JEA;
8. The Company attempts to willfully impose upon JEA items or workmanship that are, in JEA's sole opinion, defective or of unacceptable quality;
9. The Company has been placed on the list maintained under Section 287.135, Florida Statutes, of companies with activities in Sudan or in Iran Petroleum Energy Sector;
10. The Company is determined, in JEA's sole opinion, to have misrepresented the utilization of funds or misappropriated property belonging to JEA; or
11. Any material adverse change in the financial or business condition of the Company.

If, within fifteen (15) days after service of such notice to discontinue or notice to cure upon the Company, an arrangement satisfactory to JEA has not been made by the Company for continuance of the Work or the material breach has not been remedied, JEA may declare the Company to be in default and terminate the Contract.

This Section shall in no way limit JEA's right to all remedies for nonperformance provided under law or in equity. Further, the rights and remedies available to JEA are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by a party, shall be deemed to be in exclusion of any other.

In the event of termination for nonperformance, the Company shall immediately surrender all Work records to JEA. In such a case, JEA may set off any money owed to the Company against any liabilities resulting from the Company's nonperformance.

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

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

If, after an Event of Default, it is determined that an Event of Default did not occur, or that the default was excusable, the rights and obligations of the parties shall be the same as if JEA had terminated the Contract for convenience.

2.54) Actions After Termination

Immediately upon termination or expiration of this Contracts, Company must return to JEA all materials, documents and things used by Company and belonging to JEA, including proposals, computer files, borrower files, building keys, and any other property or information regarding continued business compliance or goodwill, whether in electronic or hard-copy form.

Furthermore, upon JEA's request, Company shall certify in writing that all of the foregoing documents or materials, including archival or backup copies, whether in electronic or hard-copy form, have been returned to JEA, deleted from any computer system, or otherwise destroyed.

2.55) Transition Services

At any time prior to the date the Contract expires or terminates for any reason (the "Termination Date"), JEA may request Company to provide reasonable transition assistance services ("Transition Assistance"). Company will provide such Transition Assistance until such time as JEA notifies the Company that JEA no longer requires such Transition Assistance, but in no event for more than 180 days following the Termination Date.

Transition Assistance shall mean any services, functions or responsibilities that are ordinarily or customarily provided to a purchaser to ensure that the services provided to that purchaser by a contractor are fully transitioned in a smooth and efficient manner to a new service contractor (either JEA itself or a third party contractor). Transition Assistance includes the development and implementation of a detailed transition plan. To the extent that Transition Assistance will involve third parties hired by JEA, those third parties shall cooperate with Company in its provision of Transition Assistance and sign any reasonable non-disclosure agreements required by Company.

Transition Assistance rendered before the Termination Date shall be provided at no additional cost to JEA. Transition Assistance rendered after the Termination Date shall be provided at the rates negotiated by the parties prior to the rendering of such service, which rates shall not exceed the standard market rates that Company charges to government entities for comparable services; provided however, that if JEA terminates the Contract because of a breach by Company, then (i) the Transition Assistance shall be provided at no cost to JEA, and (ii) JEA will be entitled to any other remedies available to it under law. Company may withhold Transition Assistance after the Termination Date if JEA does not provide reasonable assurance that the charges for such Transition Assistance will be paid to Company in accordance with the invoicing and payment provisions of the Contract.

2.56) Data Obligations at Termination or Suspension of Contract

In the event of the Contract expiration or termination, the Company shall implement an orderly return of JEA's data in a mutually agreeable format at a time agreed to by JEA and the Company, or upon JEA's request, the Company shall secure the disposal of all JEA data. During any period of service suspension, the Company shall not take any action to intentionally erase any JEA data or its customers. In the event of termination of any services or the Contract in its entirety, the Company shall not take any action intentionally to erase any data of JEA or its customers except as mutually agreed upon in writing by the Company and JEA. Upon JEA request, the Company shall securely dispose of all request data in all its forms.

2.57) Suspension of Work

JEA may suspend the performance of the Work, in whole or in part, by providing Company with five days' prior written notice of such suspension. In the event of a suspension of Work, the Company shall resume performance of the Work when and to the extent directed in writing to do so by JEA.

Suspension of Work shall not affect any other rights or remedies JEA may have under this Solicitation and the Contract.

2.58) Company Representative

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

2.59) Company Review of Project Requirements

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

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

2.60) Coordination of Services Provided by JEA

The JEA Project Manager, or other designated JEA Representative, will, on behalf of JEA, coordinate with the Company and administer the Contract. It shall be the responsibility of the Company to coordinate all assignment related activities with the designated JEA Representative. A JEA Representative will be assigned to perform day-to-day administration and liaison functions, and to make available to the Company appropriate personnel, to the extent practical, and to furnish records and available data necessary to conduct the Work. The JEA Representative will also authorize the Company to perform work under the Contract.

2.61) Qualifications of Employees, Subcontractors, and Agents

All employees, subcontractors and agents of the Company performing work under the Contract shall be properly trained and qualified. Upon request, Company shall furnish a copy of a technical certification or other proof of qualification. All employees, subcontractors and agents performing work under the Contract must comply with all reasonable administrative requirements of JEA and with all controlling laws and regulations relevant to the services they are providing under the Contract.

The Company shall take all actions necessary to ensure that the Company's employees, subcontractors and agents are not considered employees of JEA. Such actions include, but are not limited to, ensuring that Company's employees, subcontractors and agents receive payment and any legally mandated insurance (e.g., workers' compensation and unemployment compensation) from an employer other than JEA.

2.62) JEA Access Badges

If the Work requires an individual to access JEA's facilities or properties, the Project Manager or other JEA Representative will determine whether or not such individual must have a JEA access badge prior to accessing JEA facilities or properties. This determination will be made based upon the business need and in accordance with JEA's applicable security policies and procedures. In no event shall individuals share JEA access badges.

Individuals issued an access badge must adhere to all of JEA's security badge usage policies and procedures. Violation of the provisions of this Section or any of JEA's security policies may result in immediate termination of the Contract.

In particular, JEA shall be notified within 24 hours of a lost or stolen JEA access badge or when an individual leaves the Company or any subcontractor. The Company will bear any costs associated with issuance, and production, of any lost or stolen JEA access badge. The Company is required to report all badge loss, or termination, notifications to the JEA Representative and JEA Security. JEA Security can be contacted at (904) 665-8200 and security@jea.com. Failure to make the reports required in this paragraph may result in significant regulatory fines and penalties. The Company shall be responsible for all such costs and JEA shall have the right to immediately terminate the Contract.

The provisions in this Section shall apply to Company's Subcontractors and agents performing any of the Work and shall be included in Company's contracts with its Subcontractors for any part of the Work.

2.63) Background Checks and Other Security Policies

The Company, at its expense, shall conduct appropriate background checks and screen each individual who will provide services to JEA as a part of the Work or who will have access to JEA's computer systems, either through on-site or remote access. The minimum background screening process shall include, but not be limited to, the following checks:

- I. Social Security Number (SSN) Trace;
- II. Criminal Records (County and State Criminal Felony and Misdemeanor, National Criminal Database, Federal Criminal);
- III. Background checks undertaken by JEA for its own employees who have duties similar to the duties of the Company's employee(s); and
- IV. Background checks which may be required pursuant to applicable background screening policies adopted by JEA from time to time.

The background screening must be conducted prior to the employee providing any services or performing any Work for JEA. JEA has the right to require more regular background checks and has the right to require that the Company provide background check results to JEA. JEA shall have the right to audit the Company's background check process to ensure compliance with JEA standards. If, at any time, the Company discovers that an individual providing services to JEA as a part of the Work has a criminal record that includes a felony or misdemeanor, the Company shall immediately inform JEA and JEA will assess the circumstances surrounding the conviction, time frame, nature, gravity and relevancy of the conviction to the job duties. JEA, in its sole discretion, shall determine whether the individual will be placed on, or terminated from, a JEA assignment. Additionally, all individuals providing services to JEA shall have the responsibility to self-disclose any misdemeanor or felony conviction that occurs while assigned to JEA within three business days of the conviction. If the Company learns of any such conviction, the Company shall notify JEA immediately. The Company shall comply with all applicable laws and regulations governing the conduct of background checks, including but not limited to the Fair Credit Reporting Act (FCRA). Failure of the Company to comply with the terms of this paragraph may result in immediate termination of its contract with JEA.

2.64) JEA Critical Infrastructure Protection (CIP)

Pursuant to federal regulations, JEA is required to implement Critical Infrastructure Protection (CIP) and comply with NERC/FERC reliability standards for identified assets (collectively the "Assets"). Assets include both physical and cyber Assets that are essential for JEA to maintain the integrity of the bulk electric system. Therefore, the Company must ensure that all individuals that have access to any Assets meet all requirements of JEA, including, but not limited to the background screenings required by this Contract, prior to the individual performing any services for JEA. The specific Assets an individual will access will determine the specific JEA training and criminal background check that will be required before an employee will be approved to perform services for JEA. The Company will be responsible for all labor costs associated with completion of the training. The provisions of this Section and the immediately preceding section shall apply to all of the Company's Subcontractors and agents, and shall be included in Company's contracts with its Subcontractors for any part of the Work. JEA reserves the right to modify these terms if the applicable regulations change or additional regulations become applicable. JEA will provide sufficient notice in advance for Company to comply with JEA's requirements related to the updated regulations.

If applicable for all or any part of the Work, Company must also be able to certify and demonstrate to JEA's satisfaction that Company is able to comply with JEA's supply chain cyber security risk management plan and the requirements of NERC Reliability Standard NERC CIP-013, including, but not limited to CIP-013 R1. Company must

demonstrate that Company has, in JEA's sole discretion, appropriate cyber security processes, including, but not limited to, addressing the following:

1. Notification by Company to JEA, within 12 hours or sooner, of any Company personnel, who have been terminated, retired or ceased working on JEA projects.
2. Notification by the Company of Company-identified incidents related to the products or services provided to JEA that pose cyber security risk to JEA
3. Coordination of responses to Company-identified incidents related to the products or services provided to the JEA that pose cyber security risk to JEA
4. Notification by Company when remote or onsite access should no longer be granted to Company representatives
5. Disclosure by Company of known vulnerabilities related to the products or services provided to the JEA
6. Method for verification of software integrity and authenticity of all software and patches provided by the Company for use in JEA's Bulk Electric System's Cyber System
7. Coordination of controls for (i) Company-initiated Interactive Remote Access, and (ii) system-to-system remote access with Company
8. Compliance with JEA CIP Cyber Security Policy (MD-202).

2.65) Licenses

The Company shall comply with all licensing, registration and certification requirements pursuant to applicable laws, rules and regulations. The Company shall secure all licenses, registrations and certifications as required for the performance of the Work and shall pay all fees associated with securing them. The Company shall produce written evidence of licenses and other certifications immediately upon request from JEA.

2.66) Legal Workforce

The Company's employment of unauthorized aliens shall be a violation of section 274A(e) of the Immigration and Nationality Act and a breach of the provisions of the Contract. The Company and all Subcontractors must enroll and participate in the federal E-Verify Program prior the performance of any part of the Work and appropriately screen all individuals performing any part of the Work. Proof of enrollment and participation must be provided to the JEA Representative upon request.

2.67) Data Ownership, Protection and Location

JEA shall own all right, title and interest in all data of JEA and JEA's customers that is related to the Work. The Company shall only access JEA's data and JEA's customers' accounts and data if (i) required to provide the Work, (ii) required in response to service or technical issues, (iii) required by the express terms of the Contract, or (iv) at JEA's written request. Protection of personal privacy and data shall be an integral part of the Work to ensure that there is no inappropriate or unauthorized use of data of JEA or JEA's customers at any time.

The Company shall safeguard the confidentiality, integrity, and availability of all data of JEA and its customers and comply with the following:

The Company shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against the unauthorized access, disclosure or theft of Personal Data or Non-Public Data. For the purposes of the Contract, "Personal Data" shall mean data that includes information relating to a person that identifies the person by name and has any of the following personally identifiable information: government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information including account number, credit or debit card numbers; or protected health information relating to a person. Non-Public Data shall mean data, other than Personal Data, that is not subject to distribution to the public as public information and is deemed to be sensitive and confidential because it is exempt by statute, ordinance or administrative rule from access by the general public as public information;

All data obtained by Company under the Contract shall become and remain the property of JEA:

- I. All Personal Data and Non-Public Data shall be encrypted at rest and in transit with controlled access. Unless otherwise agreed in writing by JEA and the Company, the Company shall be responsible for encryption of the Personal Data and non-Public Data;

- II. At no time shall any Personal Data or Non-Public Data of JEA or its customers be copied, disclosed or retained by the Company or any party related to the Company for subsequent use in any transaction that is not a part of the Work to be provided under the Contract;
- III. The Company shall not use any Personal Data, Non-Public Data or any other information collected in connection with the Contract for any purpose other than providing the Work; The Company will prevent its employees, other than employees with a need to know, from gaining access to JEA's data and information. The Company will direct and take all reasonable steps to insure that any Company employee who encounters any such information during the course of performing the Company's responsibilities of the Contract shall maintain the confidentiality of such information, which shall not be passed onto other Company employees or any other person. The Company shall also enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of JEA data to that which is absolutely necessary to perform job duties. The Company shall provide the Work solely from data centers in the United States. Storage of JEA data at rest shall be located solely in data centers in the United States. The Company shall not allow its personnel or its subcontractors to store JEA and JEA customer data on portable devices, including personal computers, except for devices that are used and kept only at its data centers in the United States. The Company shall permit its personnel and subcontractors to access JEA and JEA customer's data remotely only as required to provide technical support. The Company shall deploy reasonable steps and safeguards as part of a network security program in accordance with accepted industry practices, including but not limited to, Purchasing Card Industry-Data Security Standards (PCI-DSS), to prevent unlawful hacking to gain surreptitious access into JEA's and JEA's customer's data.

The Company shall promptly notify JEA within 48 hours of any confirmed breaches or issues regarding the security of systems that maintain JEA or JEA's customer data, or within 12 hours in the event of a ransomware incident.

However, any such notification by the Company shall not affect the Company's obligations to secure JEA's data as provided under the Contract. The Company shall notify JEA within 48 hours if it learns that JEA or any of JEA's customers has been, have been, or may have been, the subject of a Security Incident (which is defined below) of any kind which may compromise data of JEA or its customers, except in the event of a ransomware incident, in which case the Company shall notify JEA within 12 hours of such incident. In any such event, the Company shall: (i) investigate the incident(s) and provide a report to JEA within 48 hours; (ii) conduct a forensic investigation to determine a cause and what data/systems are implicated; (iii) provide daily updates of its investigation to JEA and permit JEA reasonable access to the investigation; (iv) communicate and cooperate with JEA concerning communication with outside parties such as law enforcement and media; and (v) cooperate with JEA in determining whether and how notice, if any, will be provided to JEA's customers with all applicable laws and regulations.

The term "Security Incident" means the potentially unauthorized access by non-authorized persons to Personal Data or Non-Public Data that the Company believes could reasonably result in the use, disclosure, or theft of unencrypted Personal Data or Non-Public Data of JEA or its customers within the possession or control of the Company. If a Data Breach (defined below) with respect to Personal Data or Non-Public data has occurred, the Company shall promptly implement necessary remedial measures and document responsive actions taken related to the Data Breach, including any post-incident review and actions taken to make changes in business practices in providing the Work, if necessary.

If a Data Breach is a result of the Company's breach of its obligation to encrypt Personal Data or Non-Public Data or otherwise prevent the release of Personal or Non-Public Data or the Company's failure to comply with any of the security requirements comply with the Contract, the Company shall bear the costs associated with (i) the investigation and resolution of the Data Breach; (ii) notifications to individuals, regulators or others required by state law; (iii) a credit monitoring service required by state or federal law; (iv) a website or toll-free number and call center for affected individuals required by state law; and (v) completing all corrective actions as reasonably determined by the Company based on root cause.

The term "Data Breach" means the unauthorized access by a non-authorized person or persons that results in the use, disclosure or theft of unencrypted Personal Data, Non-Public Data or JEA's customer information.

2.68) Vendor Performance Evaluations

Use of Vendor Performance Evaluation Scorecards

JEA may evaluate the Company's performance using the Vendor Performance Scorecard templates which are available online at jea.com. However, JEA is not required to use scorecards to terminate a contract.

When evaluating the Company's performance, JEA will consider the performance of the Company's Subcontractors and suppliers, as part of the Company's performance.

Vendors are scored on a scale from 1 to 5:

- 5 - Far Exceeds Expectations
- 4 - Exceeds Expectations
- 3 - Meets Expectations
- 2 - Below Expectations
- 1 - Far Below Expectations

The Scorecard averages all the scores for each criterion. If a Vendor scores a 3 or higher, they are considered to at least Meet Expectations.

Frequency of Evaluations

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

Scoring -Meets Expectations

JEA expects the Company's performance to be at a minimum evaluated as "Meets Expectations".

Scoring - Below Expectations

If at any time, JEA determines, using the criteria described on the scorecard, that the performance of the Company is Below Expectations or Far Below Expectations, the Project Manager may first meet with the Company and issue a deadline for the Company to be back in compliance with the Contract.

If the Company fails to achieve Contract compliance, the Chief Procurement Officer or her designated alternate may meet with the Company to review the scorecard and/or send a Notice to Cure letter to the Company describing the deficient performance. The Company shall respond as requested and shall also include in its response a statement of the timeframes and specific actions that the Company will take to bring the Company's performance up to at least Meets Expectations.

The Company's performance may again be evaluated by the JEA Project Manager and if the Company is evaluated as at least Meets Expectations, no further remedial action is required by the Company, as long as Company's performance continues to be at Meets Expectations.

If the scorecard shows the Company's performance is Below Expectations or Far Below Expectations, JEA will take such actions as it deems appropriate including, but not limited to, terminating the Contract for breach, suspending the Company from bidding on any JEA related solicitations, invoking the Self Help clause, and other remedies available in the JEA Procurement Code and in law. Such action does not relieve the Company of its obligations under the Contract, nor does it preclude an earlier termination.

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

If the Company receives five or more letters of performance deficiency within any 12-month period, then JEA will consider suspending the Company's JEA bidding privileges.

Disputes

In the event that the Company wants to dispute the results of its scorecard performance evaluation, the Company must submit a letter to the Chief Procurement Officer supplying supplemental information that it believes JEA failed to take

into account when preparing the scorecard. Such letter, along with supplemental information, must be submitted no later than 10 days following the Company's receipt of the scorecard. If the Chief Procurement Officer decides to change the scorecard, the Company will be notified and a revised scorecard will be prepared, with a copy issued to the Company. If the Chief Procurement Officer decides that no change is warranted, the decision of the Chief Procurement Officer is final.

Public Records

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

2.69) Confidentiality & Public Records Laws

CONFIDENTIALITY & PUBLIC RECORDS LAWS

Access to Public Records.

All Documents, data and other records received by JEA in connection with the Contract are public records and available for public inspection unless specifically exempt by law. The Company shall allow public access to all documents, data and other records made or received by the Company in connection with the Contract unless the records are exempt from Section 249(a) of Article I of the Florida Constitution or subsection 119.07(1), Florida Statutes. JEA may unilaterally terminate the Contract if the Company refuses to allow public access as required under the Contract.

Redacted copies of Confidential Information.

If the Company believes that any portion of any documents, data or other records submitted to JEA are exempt from disclosure under Chapter 119, Florida Statutes, the Florida Constitution and related laws ("Florida's Public Records Laws"), Company must (1) clearly segregate and mark the specific sections of the document, data and records as "Confidential", (2) cite the specific Florida Statute or other legal authority for the asserted exemption, and (3) provide JEA with a separate redacted copy of the documents, data, or records (the "Redacted Copy"). The Redacted Copy shall contain JEA's contract name and number, and shall be clearly titled "Redacted Copy". Bidder should only redact those portions of records that Bidder claims are specifically exempt from disclosure under Florida's Public Records Laws. If the Company fails to submit a redacted copy of documents, data, or other records it claims is confidential, JEA is authorized to produce all documents, data, and other records submitted to JEA in answer to a public records request for these records.

Request for Redacted Information.

In the event of a public records or other disclosure request under Florida's Public Records Laws or other authority to which the Company's documents, data or records are responsive, JEA will provide the Redacted Copy to the requestor. If a Requestor asserts a right to any redacted information, JEA will notify the Company that such an assertion has been made. It is the Company's responsibility to respond to the requestor to assert that the information in questions is exempt from disclosure under applicable law. If JEA becomes subject to a demand for discovery or disclosure of the redacted information under legal process, JEA shall give the Company prompt notice of the demand prior to releasing the redacted information (unless otherwise prohibited by applicable law). The Company shall be responsible for defending its determination that the redacted portions of the information are not subject to disclosure.

Indemnification for Redacted Information.

The Company shall protect, defend, and indemnify JEA from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses (including but not limited to reasonable attorney's fees and costs) arising from or relating to the Company's assertion that all or any portion of its information is not subject to disclosure.

Public Records Clause for Service Contracts.

If, under the Contract, the Company is providing services and is acting on behalf of JEA as contemplated by subsection 119.011(2), Florida Statutes, the Company shall:

- I. Keep and maintain public records that ordinarily and necessarily would be required by JEA in order to perform service;
- II. Provide the public with access to public records on the same terms and conditions that JEA would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or otherwise prohibited by law;
- III. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- IV. Meet all requirements for retaining public records and transfer, at no cost, to JEA all public records in possession of the Company upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically shall be provided to JEA in a format that is compatible with the information technology systems of JEA.

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

JE A

Attn: Public Records

225 North Pearl Street

Jacksonville, Florida 32202

Ph: 904-665-8606

publicrecords@jea.com

2.70) Intellectual Property

The Company grants to JEA an irrevocable, perpetual, royalty free and fully paid-up right to use (and such right includes, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant of the right to sublicense all, or any portion of, the foregoing rights to an affiliate or a third party service provider) the Company's intellectual property including, without limitation, all trade secrets, patents, copyright and know-how ("Intellectual Property"), that is contained or embedded in, required for the use of, that was used in the production of or is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of any applicable unit of Work.

If the Work contains, has embedded in, requires for the use of any third party Intellectual Property, or if the third party Intellectual Property is required for the reproduction, modification, maintenance, servicing, improvement or continued operation of the Work, the Company shall secure for JEA an irrevocable, perpetual, royalty free and fully paid-up right to use all third party Intellectual Property. The Company shall secure such right for JEA at the Company's expense and prior to incorporating any third party Intellectual Property into any Work, including, without limitation, all drawings or data provided under the Contract, and such right must include, without limitation, a right to copy, modify and create derivative works from the subject matter of the grant of the right and a right to sublicense all or any portion of the foregoing rights to an affiliate or a third party service provider.

The Company will, at its expense, defend all claims, actions or proceedings against JEA based on any allegation that the Work, or any part of the Work, constitutes an infringement of any patent or any other intellectual property right, and will pay to JEA all costs, damages, charges, and expenses occasioned to JEA by reason thereof. JEA will give the Company written notice of any such claim, action or proceeding and, at the request and expense of the Company, JEA will provide the Company with available information, assistance and authority for the defense.

If, in any action or proceeding, the Work, or any part thereof, is held to constitute an infringement, the Company will, within 30 days of notice, either secure for JEA the right to continue using the Work or will, at the Company's expense, replace the infringing items with non-infringing Work or make modifications as necessary so that the Work no longer infringes.

The Company will obtain and pay for all patent and other intellectual property royalties and license fees required in respect of the Work.

2.71) Work Made for Hire

With the exception of Company's pre-existing intellectual capital and third-party Intellectual Property, JEA shall own all right, title and interest, including ownership of copyright (limited to the extent permitted by the terms of any governing licenses), in and to any product generated by the Work including, but not limited to, software, source code, reports, deliverables, or work product developed by the Company for JEA in connection with the Work, and derivative works relating to the foregoing. Such Work shall include, but shall not be limited to, those reports and deliverables specified in the Contract Documents. The Company understands and agrees that the Work, or any portion of the Work, shall be a "work made for hire" for JEA pursuant to federal copyright laws. Any software, report, deliverable, or work product as used in connection with the Work, but, previously developed by the Company specifically for other customers of the Company or for the purpose of providing substantially similar services to other Company customers, generally shall not be considered "work made for hire", so long as the foregoing are not first conceived or reduced to practice as part of the Work. To the extent any of JEA deliverables are not deemed works made for hire by operation of law, the Company hereby irrevocably assigns, transfers, and conveys to JEA, or its designee, without further consideration all of its right, title and interest in such Work, including all rights of patent, copyright, trade secret, trademark or other proprietary rights in such materials. Except as provided in the foregoing sentences, the Company acknowledges that JEA shall have the right to obtain and hold in its own name any intellectual property right in and to the Work. The Company agrees to execute any documents or take any other actions as may reasonably be necessary, or as JEA may reasonably request, to perfect or evidence JEA's ownership of the Work.

2.72) Proprietary Information

The Company shall not copy, reproduce, or disclose to third parties, except in connection with the Work, any information that JEA furnishes to the Company. The Company shall insert in any subcontract a restriction on the use of all information furnished by JEA. The Company shall not use this information on another project. The Company shall return all information furnished by JEA upon completion of the Work. Upon request of JEA, Company must certify in writing that all information furnished to JEA has been returned to JEA and eliminated from Company's and any applicable subcontractors' computer systems.

2.73) Patents and Copyrights

Company shall hold harmless and indemnify JEA from and against liability or loss, including but not limited to any claims, judgments, court costs and attorneys' fees incurred in any claims, or any pretrial, trial or appellate proceedings on account of infringements of patents, copyrighted or uncopyrighted works, secret processes, trade secrets, trademarks, patented or unpatented inventions, articles or appliances, or allegations thereof, pertaining to the Work, or any part thereof, combinations thereof, processes therein or the use of any tools or implements used by Company.

Company will, at its own expense, procure for JEA the right to continue use of the Services, parts or combinations thereof, or processes used therein resulting from a suit or judgment on account of patent, trademark or copyright infringement.

If, in any such suit or proceeding, a temporary restraining order or preliminary injunction is granted, Company will make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of such restraining order or temporary injunction.

If, in any such suit or proceeding, any part of the Services is held to constitute an infringement and its use is permanently enjoined, Company will, at once, make every reasonable effort to secure for JEA a license, authorizing

the continued use of the Work. If Company fails to secure such license for JEA, Company will replace the Work with non-infringing Work, or modify the Work in a way satisfactory to JEA, so that the Work are non-infringing.

2.74) Meetings and Public Hearings

The Company will, upon request from JEA, attend all meetings and public hearings as directed by JEA.

2.75) Publicity and Advertising

The Company shall not take any photographs, make any announcements or release any information concerning the Contract or the Work to any member of the public, press or official body unless prior written consent is obtained from JEA.

2.76) Nondiscrimination

The Company represents that it has adopted and shall maintain throughout the Term a policy of nondiscrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employee relations. The Company shall, on written request from JEA, allow JEA reasonable access to the Company's records of employment, employment advertisement, application forms and other pertinent data and records for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of the Contract; provided however, the Company shall not be required to produce, for inspection, records covering periods of time more than one year from the effective date of the Contract.

The Company shall comply with the following:

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

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

2.77) Prohibited Future Employment

It shall be unlawful and a class C offense for any person, who was an officer or employee of JEA, after his or her employment has ceased, to be employed by or enter into any contract for personal services, with a person or company who contracted with, or had a contractual relationship with JEA, while the contract is active or being completed, or within two years of the cessation, completion, or termination of the person's or company's contractual relationship with JEA, where (1) the contract with JEA had a value that exceeded \$250,000, and (2) the officer or employee had a substantial and decision-making role in securing or negotiating the contract or contractual relationship, or in the approval of financial submissions or draws in accordance with the terms of the contract; except that this prohibition shall not apply to an employee whose role is merely as a review signatory, or to contracts entered into prior to January 1, 2008, or to contracts that have been competitively procured. With respect to this subsection a contract is competitively procured if it has been obtained through a sealed low bid award. A "substantial and decision-making role" shall include duties and responsibilities that are collectively associated with: (i) approving solicitation or payment documents; (ii) evaluating formal bids and responses; and (iii) approving or issuing award recommendations for JEA Awards Committee approval. The contract of any person or business entity who hires or contracts for services with any officer or employee prohibited from entering into said relationship shall be voidable at the pleasure of JEA. This prohibition shall not apply to any former officer or employee after two years from cessation from JEA employment.

2.78) Hiring of Other Parties Employees

Each party recognizes that the other party has incurred or will incur significant expenses in training its own employees and agrees that it will not pursue or hire, without the other party's consent, the other party's employees or the employees of its subsidiaries for a period of two years from the termination date of this Agreement. It shall not be

considered a breach of this Section for either party to make employment solicitations to the general public or groups that may include employees of the other party. Nor shall it be considered a breach of this Section for either party to respond to, act upon, or accept inquiries and applications resulting from, or make offers of employment resulting from, (i) such solicitations to the general public or groups or (ii) unsolicited employment inquiries or applications.

2.79) Company's Labor Relations

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

2.80) Personnel and Changes in Company's Professional Personnel

Unless otherwise agreed in writing by the parties, all Services shall be rendered by employees: (a.) who are full time employees of Company or approved subcontractors; (b.) qualified to perform the Services, and (c.) fluent in the English language. Subsequent to the execution of this Contract, Company shall notify the JEA Project Manager in writing prior to making changes in professional personnel assigned, or to be assigned, as provided in Company's Response to manage or perform Work under this Contract. The JEA Project Manager shall have the right to reject any personnel assigned by Company to perform work under this Contract. If the right of rejection is exercised by the JEA Project Manager, Company shall submit replacement of professional personnel to the JEA Project Manager for approval. The JEA Project Manager shall have the right to require the removal of Company's previously assigned personnel and Company shall promptly replace the same, subject to the JEA Project Manager's approval at no cost to JEA.

2.81) Ambiguous Contract Provisions

The Contract will be the subject of meaningful analysis and discussions of the specifications, terms and conditions contained in the Contract. Therefore, doubtful or ambiguous provisions, if any, contained in the Contract shall not be construed against the party who physically prepared the Contract.

2.82) Amendments

The Contract shall not be altered or amended except in a written amendment executed by duly authorized representatives of JEA and the Company.

2.83) Applicable State Law; Venue; Severability

Company shall comply with all applicable federal, state and local laws, rules and regulations as the same exist or as may be amended from time to time. The rights, obligations and remedies of JEA and the Company as specified under the Contract will be interpreted and governed in all respects exclusively by the laws of the State of Florida without giving effect to the principles of conflicts of laws thereof. Should any provision of the Contract be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions will not be impaired. Litigation involving the Contract or any provision thereof shall take place in the State or Federal Courts located exclusively in Jacksonville, Duval County, Florida.

With regard to any provision in this agreement pertaining to damages, equitable or otherwise, under no circumstances shall there be recovery by the Company for home office overhead. Any damages claimed shall be proven by discreet accounting of direct project costs and no theoretical formula or industry estimating reference manuals shall be permissible.

2.84) Continuing Services

The Company shall carry on the Work and maintain the progress schedules during disputes or disagreements with JEA. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as JEA and Company may otherwise agree in writing. Suspension of the Work or portion thereof by Company shall entitle JEA to terminate the Contract for Default

2.85) Cumulative Remedies

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

2.86) Compliance With JSEB and Diverse Business Requirements

The Company shall achieve the JSEB participation requirements as set forth in the Solicitation, except as allowed under the good faith efforts exception as defined in the City of Jacksonville Ordinance. In no case shall the Company make changes to the JSEB firms listed in its Response, revise the JSEB Scope of Work or Dollar Amount of Work as stated in its Response without prior written notice to the JEA Project Manager and JEA Manager Supplier Diversity Programs.

The City of Jacksonville requirements, as outlined in the City of Jacksonville Ordinance relating to JSEBs, shall apply in their entirety to this Contract. Where the City of Jacksonville ordinance refers to "Chief", it shall be construed to mean, for purposes of this Contract, JEA's Chief Procurement Officer. In a like manner, where it refers to "City", or "City of Jacksonville", it shall be construed to mean JEA.

Use of brokering, as defined in the City of Jacksonville Ordinance, or other techniques that do not provide a commercially useful function are strictly prohibited as means of achieving the JSEB participation requirements of the Contract.

Only the amount of fees or commissions charged by a JSEB for providing a bona fide service such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a contract shall be counted towards a JSEB participation requirement, provided the fee is reasonable and not excessive as compared with fees customarily charged for similar services.

Payment terms for participating JSEB firms shall be the same or better than the payment terms the Company receives from JEA, except that in all cases JSEB firms shall be allowed to submit invoices to the Company at least bimonthly, and the Company shall pay proper invoices no later than 3 days after its receipt of JEA payment. The Company shall obtain written approval from the JEA Project Manager and JEA Manager Supplier Diversity Programs prior to withholding any payment from the JSEB firm.

Any solicitation award with a JSEB participation requirement may be subject to contract compliance per the details outlined on the List of Subcontractors Form. The Company will be required to self-report all payments made to the JSEB Subcontractors. Reporting of Diverse Subcontractors (Tier 2 and Tier 3) shall be optional. The payment data will be entered into the B2Gnow JSEB Compliance & Diversity Outreach System (JCDOS) located at the following website: <https://jea.gob2g.com/>. This system tracks contract payments made by the Company to any subcontractor (i.e. JSEB or Diverse Business), the timeliness of those payments and the payments JEA makes to the Company.

The Company is required to submit the monthly payments made to the JSEB Subcontractors and has the option to include the Diverse Subcontractors (Tier 2 and Tier 3) by the audit date of the 30th of each month, for the life of the contract and respond to any requests for information within the B2Gnow JSEB Compliance & Diversity Outreach System (JCDOS). The JCDOS must be checked frequently.

The successful Company, JSEB Subcontractors and Diverse Subcontractors will be provided with access information for the JCDOS post the contract award. B2Gnow provides vendor training, and additional information can be obtained by contacting JEA's Manager Supplier Diversity Programs.

The Company agrees to let JEA audit its financial and operating records with one day of notice, and during normal business hours, at its corporate offices for the purpose of determining compliance with all JSEB participation requirements of the Contract Documents.

If the Company violates any provision regarding JSEB, including, but not limited to, program intent, the Company shall be subject to any or all of the following, plus any other remedies available to JEA under law:

- I. Terminate the Contract for default
- II. Suspend the Respondent from bidding any JEA projects as follows:
 - A. First offense: six months
 - B. Second offense: one year
 - C. Third offense: three year

III. Revoke Respondent's JSEB Certification if the Respondent itself is certified as a JSEB.

2.87) Dispute

Per the JEA Procurement Code, if a dispute occurs between JEA and the Company over a contractual issue that cannot be mediated by the JEA Representative the dispute may be taken to court for resolution.

2.88) Entire Agreement

The Contract constitutes the entire agreement between the parties. No statement, representation, writing, understanding, or agreement made by either party, or any representative of either party, which are not expressed herein shall be binding.

2.89) Expanded Definitions

Unless otherwise specified, words importing the singular include the plural and vice versa and words importing gender include all genders. The term "including" means "including without limitation", and the terms "include", "includes" and "included" have similar meanings. Any reference in the Contract to any other agreement is deemed to include a reference to that other agreement, as amended, supplemented or restated from time to time. Any reference in the Contract to "all applicable laws" or "all applicable laws, rules and regulations" means all federal, state and local laws, rules, regulations, ordinances, statutes, codes and practices.

2.90) Headings

Headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

2.91) Independent Contractor

Company is performing the Contract as an independent contractor and nothing in the Contract will be deemed to constitute a partnership, joint venture, agency, or fiduciary relationship between JEA and Company. Neither Company nor JEA will be or become liable or bound by any representation, act, or omission of the other.

2.92) Language and Measurements

All communication between the Company and JEA, including all documents, notes on drawings, and submissions required under the Contract, will be in the English language. Unless otherwise specified in the Contract, the US System of Measurements shall be used for quantity measurement. All instrumentation and equipment will be calibrated in US System of Measures.

2.93) Negotiated Contract

Except as otherwise expressly provided, all provisions of the Contract shall be binding upon and shall inure to the benefit of the parties, their legal representatives, successors and assigns. The parties agree that they have had meaningful discussion and negotiation of the provisions, terms and conditions contained in the Contract. Therefore, doubtful or ambiguous provisions, if any, contained in the Contract shall not be construed against the party who physically prepared the Contract.

2.94) Nonexclusive

Notwithstanding anything contained herein that may appear to be the contrary, the Contract is "non-exclusive" and JEA reserves the right, in its sole discretion, to retain other companies to perform all or any portion of the Work, and JEA may self-perform all or any portion of the Work itself.

2.95) References

Unless otherwise specified, each reference to a statute, ordinance, law, policy, procedure, process, document, drawing, or other informational material is deemed to be a reference to that item, as amended or supplemented from time to time.

2.96) Right to Audit and Financial Reporting

Accounting System

Award #R02 Supporting Documents 08/07/2025

The Company shall establish and maintain a reasonable accounting system that enables JEA to readily identify the Company's assets, expenses, cost of goods, and use of funds.

Audited Financial Statements

The Company shall provide to JEA audited financial statements for its most recent fiscal year not later than five days after receipt of written request from JEA.

Content and Retention of Records

The Company's records shall include, but not be limited to, accounting records; written policies and procedures; subcontract files (including proposals of successful and unsuccessful Respondents, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; invoices as support for other reimbursement; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back-charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Company shall, at all times during the term of the Contract and for a period of five years after the completion of the Contract, maintain such records, together with such supporting or underlying documents and materials.

Inspection /Audit of Records

Upon JEA's request, the Company shall allow JEA to audit, to examine, and to make copies of or extracts from its financial and operating records (in whatever form they may be kept, whether written, electronic, or other) kept by the Company, its employees, agents, assigns, successors, and subcontractors, for the purpose of determining invoice accuracy, or otherwise assessing compliance with the Contract Documents.

The Company shall at any time requested by JEA, whether during or after completion of the Contract, and at Company's own expense make such records available for inspection and audit (including copies and extracts of records as required) by JEA. Such records shall be made available to JEA during normal business hours at the Company's office or place of business in a workspace suitable for the audit on three days' prior written notice. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for JEA. The Company shall have knowledgeable personnel available to answer questions for the auditors during the time they are performing the audit and for a period of two weeks thereafter. Company shall ensure JEA has these rights with Company's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Company and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Company's obligations to JEA.

Cost of Audits

If the audit identifies (i) overpricing or overcharges of any nature by the Company to JEA in excess of one-half of one percent (.5%) of the total billings under the Contract at the time of the audit or (ii) fraud, misrepresentation or non-performance, the Company shall reimburse JEA for the total costs of the audit.

Billing Adjustments and Recoveries

The Company shall pay JEA all amounts identified as owing to JEA as a result of any such audit or inspection of the Company's invoices and records no later than 90 days after the Company's receipt of JEA's findings.

City of Jacksonville Office of the City Council Auditor

A Company providing contractual services purchased by JEA agrees and be deemed to have agreed by virtue of doing business under contract with JEA to be subject to audit upon request by the Office of the City Council Auditor pursuant to Article 5 of the JEA Charter.

2.97) Safety and Protection Precautions

The Company shall comply with all applicable federal, state and local laws, ordinances, all JEA procedures and policies including, but not limited to, JEA's Contractor Safety Management Process (available at JEA.com), and orders of any public body having jurisdiction for the safety of persons or protection of property. The Company understands and agrees that a violation of any provision of this Section e is grounds for an immediate termination of the Contract

for default, with no requirement for JEA to provide Company with advanced notice and opportunity to cure. Additionally, the Company shall be responsible for all JEA damages associated with such termination.

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

The Company understands and agrees that JEA Representatives may stop Work at any time that JEA, at its sole discretion, considers the Company's Work to be unsafe or a risk to person or property, and to direct the Company to, at a minimum, perform as directed in such a way as to render the Work environment safe. The Company understands and agrees that it is responsible for paying all costs associated with providing a safe work environment including, but not limited to, any costs associated with any JEA directed safety improvements. The Company also understands and agrees that it is solely responsible for the safety of personnel and property associated with the Work, and that any actions taken by JEA to prevent harm to persons or damage to equipment does not, in any way, relieve the Company of this responsibility.

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

If the nature of the Work requires, the Company shall notify the police and fire departments as to its Work Location in order to ensure prompt response in an emergency.

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

2.98) Subcontracting and Assignment

The Company shall not subcontract, assign, delegate, or otherwise dispose of the Contract, the duties to be performed under the Contract, or the monies to become due under the Contract without JEA's prior written consent.

The assignment of the Contract will not relieve the Company of any of its obligations until such obligations have been assumed in writing by the assignee. If the Contract is assigned by either of the parties, it will be binding upon and will inure to the benefit of the permitted assignee. The Company shall be liable for all acts and omissions of its assignees and its Subcontractors.

In the event the Company obtains JEA approval to use Subcontractors, the Company shall provide Subcontractors possessing the skills, certifications, registrations, licenses, training, tools, demeanor, motivation and attitude to successfully perform the Work for which they are subcontracted. The Company shall remove Subcontractors from performing Work under the Contract when the Company recognizes that a Subcontractor is failing to work in a manner consistent with the requirements of the Contract, or when JEA notifies the Company that JEA has determined a Subcontractor is failing to work in a manner consistent with the requirements of the Contract.

2.99) Survival

The obligations of JEA and the Company under the Contract that are not, by the express terms of the Contract, to be performed fully during the Term, shall survive the termination of the Contract.

2.100) Time and Date

Unless otherwise specified, references to time of day or date mean the local time or date in Jacksonville, FL. If under the Contract any payment or calculation is to be made, or any other action is to be taken, on or as of a day that is not a regular business day for JEA, that payment or calculation is to be made, and that other action is to be taken, as applicable, on or as of the next day that is a regular business day. Where reference is made to day or days, it means

calendar days. Where reference is made to workday, workdays, business day, or business days, it means regular working days for JEA's Procurement department.

2.101) Time of Essence

For every material requirement of the Contract, time is of the essence.

2.102) Waiver of Claims

A delay or omission by JEA to exercise any right or power under the Contract shall not be construed to be a waiver thereof. A waiver by JEA under the Contract shall not be effective unless it is in writing and signed by the party granting the waiver. A waiver by a party of a right under or breach of, the Contract shall not be construed to operate as a waiver of any other or successive rights under, or breaches of, the Contract.

The Company's obligations to perform and complete the Work in accordance with the Contract shall be absolute. None of the following will constitute a waiver of any of JEA's rights under the Contract: approval of payments, including final payment; Certificate of Contract Completion; any use of the Work by JEA; nor any correction of faulty or defective work by JEA.

3) Additional Contract Terms

3.1) Additional Contract Terms - Required Federal Contract Clauses

In the event any portion of the Work is funded through a federal funding source, the following Required Federal Contract Clauses shall apply to Company's performance under this Contract.

3.2) Equal Employment Opportunity (FEMA & Grants)

During the performance of this contract, the Company agrees as follows:

(1) The Company will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Company will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Company agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Company will, in all solicitations or advertisements for employees placed by or on behalf of the Company, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Company will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Company's legal duty to furnish information.

(4) The Company will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Company's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Company will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Company will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Company's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Company may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Company will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Company will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Company becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Company may request the United States to enter into such litigation to protect the interests of the United States.

3.3) Compliance with the Davis-Bacon Act

(1) To the extent required under applicable Federal program legislation, all transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Company shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

(2) The Company shall be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

(3) The Company shall be required to pay wages not less than once a week.

3.4) Compliance with the Copeland "Anti-Kickback" Act

(1) Company. The Company shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.

(2) Subcontracts. The Company or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Company shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a Company and subcontractor as provided in 29 C.F.R. § 5.12.

3.5) Compliance with the Contract Work Hours and Safety Standards Act

(1) *Overtime requirements.* No Company or subcontractor contracting for any part of the Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Company and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Company and subcontractor shall be liable to the United States (in the case of work done

under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* JEA or the federal agency providing funds under this Contract shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Company or subcontractor under any such contract or any other Federal contract with the same prime Company, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Company, such sums as may be determined to be necessary to satisfy any liabilities of such Company or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The Company or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Company shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

3.6) Clean Air Act

(1) The Company agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Company agrees to report each violation to the JEA and understands and agrees that the JEA will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Company agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

3.7) Federal Water Pollution Control Act

(1) The Company agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Company agrees to report each violation to JEA and understands and agrees that JEA will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Company agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

3.8) Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Company is required to verify that none of the Company's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Company must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by JEA. If it is later determined that the Company did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to JEA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3.9) Domestic Preferences

To the extent consistent with applicable law, and to the greatest extent practicable, the purchase, acquisition, or use by Company of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) is preferred for materials being used in the performance of Work under this Contract.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

3.10) Prohibition on Certain Telecom and Video Surveillance Services or Equipment

No funds may be expended under this Contract to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. For the purposes of this section, “covered telecommunications equipment” is defined as:

(i) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(ii) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(iii) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(iv) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

3.11) License and Delivery of Works Subject to Copyright and Data Rights

The Company grants to JEA, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Company will identify such data and grant to JEA or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Company will deliver to JEA data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by JEA.

3.12) Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

By the execution of this agreement the Company certifies that for Contracts in the amount of one hundred thousand dollars (\$100,000.00) or more, as required under 31 U.S.C. § 1352 that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. The Company shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures shall be forwarded to JEA, who in turn will forward the certification(s) to the Federal awarding agency. By execution of this Contract, the Company certifies the following:

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Company, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Company understands and agrees that the provisions of 31 U.S.C. Chap.38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

3.13) Procurement of Recovered Materials

- (1) In the performance of this contract, the Company shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (b) Meeting contract performance requirements; or
 - (c) At a reasonable price.
- (2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (3) The Company also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

3.14) Access to Records

The following access to records requirements apply to this contract:

- (1) The Company agrees to provide JEA the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Company which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Company agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) For FEMA-funded contracts, the Company agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

Award #R02 Supporting Documents 08/07/2025

(4) For FEMA-funded contracts, in compliance with the Disaster Recovery Act of 2018, JEA and the Company acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

3.15) DHS SEAL, LOGO, AND FLAGS

The Company shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

3.16) No Obligation By Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Company, or any other party pertaining to any matter resulting from the contract.

3.17) Program Fraud and False Or Fraudulent Statements or Related Acts

The Company acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Company's actions pertaining to this contract.

3.18) Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance or federal grant money will be used to fund the contract only. The Company will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

4) Appendix A - Technical Specifications

4.1) Technical Specifications

The Technical Specifications are in Appendix A of this Solicitation.

5) Appendix B – Required Forms

5.1) Required Forms

The Required Forms are in Appendix B of this Solicitation.

- Minimum Qualifications Form - This form can be found in Appendix B of this Solicitation.
- Response Form - This form can be found in Appendix B of this Solicitation.
- Conflict of Interest Certificate Form - This form can be found in Appendix B of this Solicitation.
- List of JSEB Certified Firms (if any) - This form can be found at JEA.com.
- Subcontractor Form (if any) - This form can be found at JEA.com.

6) Appendix C – Other Documents

6.1) Other Documents

The other documents are in Appendix C of this Solicitation.

- Zycus Supplier Instructions