

Welcome to the

Awards Meeting

November 06 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 **Sarah Millsap** by telephone at **(904)776-4311** or by email at **millse@jea.com** if you experience any technical difficulties during the meeting.

JEA Awards Agenda November 6, 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)
2	Contract Increase	Consulting Services: Field Management System (FMS) Implementation	Selders	SGS Technologies LLC	Capital	\$200,000.00	\$195,000.00	\$200,000.00	\$795,000.00	08/11/24-\$40,000.00 10/31/24-\$360,000.00	Project Completion Start Date: 02/01/2024 End Date: 04/01/2026	N
	For additional information contact: Angel Love This request is for an additional \$195,000.00 to continue consulting services with SGS Technologie, LLC, supporting JEA’s OpenGrid Field Management System (FMS) Implementation. The consultant serves as an enterprise project manager overseeing planning, vendor coordination, change management, testing, go-live, and post-project support. This role is critical to JEA’s customer-facing systems and overall operations. The project began in February 2024 and is scheduled to conclude by April 2026. This resource could not be sourced through JEA’s MSP contract and is billed at \$165.00/hour, consistent with prior agreements. The additional funding will support project completion, potentially extending into FY26. Rates remain aligned with State of Florida Contract No. 80101507-23-STC-ITSA, competitively awarded and valid through September 30, 2027.											
3	Cost Participation	Stadium Chilled Water Reimbursement Agreement	Zammataro	Jax Stadium, LLC	Capital	\$4,876,325.00	\$4,644,119.00	N/A	\$4,644,119.00	N/A	Project Completion Start Date: 11/20/2025 End Date: 09/30/2026	N
	For additional information contact: Dan Kruck This award request funds a Cost Reimbursement Agreement enabling Jax Stadium, LLC’s contractor to construct the chilled-water lines and related equipment needed to serve the Facility. The scope of work includes construction of approximately 966 LF of 30-inch chilled-water supply/return mains and 112 LF of 20-inch tie-ins, including valves/fittings, temporary and permanent recirculation loops, limited fiber with handholes, flushing/chemical treatment/testing, traffic maintenance, dewatering, and surface restoration. To ensure a single entity is responsible for completing the stadium improvements, JEA will use the City of Jacksonville’s existing contract with the stadium developer, Jax Stadium, LLC, to deliver the required chilled-water work. JEA staff have reviewed the proposed construction costs for the new chilled-water lines and determined they are reasonable when compared with JEA’s internal estimate.											
4	Invitation For Bid (IFB)	1412050446 (IFB) Dinsmore Circuits 423 and 424 Conduit Installation	Erixton	SPE Utility Contractors FD, LLC dba SPE Group	Capital	\$1,393,362.44	\$1,635,700.00	N/A	\$1,635,700.00	N/A	Project Completion Start Date: 11/15/2025 End Date: 04/30/2026	Y DN Concrete & Construction Services LLC - 3% DJ Contracting of Jacksonville, Inc. - 1%
	Advertised: 09/20/2025 Opened: 10/28/2025 Bids Received: 1. SPE Group - \$1,635,700.00 2. C & C Powerline - \$1,909,776.00 3. Heart Utilities of Jacksonville - \$1,939,960.00 4. The Fishel Company - \$2,882,148.89 For additional information contact: Jason Behr The purpose of this project is to procure contractor services for the installation of a duct bank and manhole system to support the extension of JEA’s Dinsmore Circuits 423 and 424 along Plummer Road. The Contractor shall furnish all necessary labor, supervision, equipment, and materials (except where otherwise specified) required to complete the work within the designated timeframe, in full accordance with the approved plans and technical specifications. The original budget estimate for this project was \$1,393,362.44, excluding the 10% supplemental work authorization added to this bid. When the supplemental authorization is included, the overall budget variance is approximately 7% higher than the original estimate. The business unit has reviewed the schedule of values provided by SPE Group and has deemed the pricing justifiable for this project.											
5	Piggyback Florida Sheriffs Association Contract #FSA23-EQU21.0	Contract #FSA23-EQU21.0, Item 136 - Cushion Tire Forklifts with Southern States Toyota Lift	Phillips	Southern States Material Handling Inc., dba Southern States Toyota Lift and Raymond Handling Consultants	Capital	\$560,000.00	\$568,420.00	N/A	\$568,420.00	N/A	One-Time Purchase FY26 Start Date: 10/01/2025 End Date: 09/30/2026	N
	Piggyback Agency: Florida Sheriffs Association Contract #FSA23-EQU21.0, Item 136 - Cushion Tire Forklift with Southern States Toyota Lift Contract Term: Start Date 10/01/2023, through 09/30/2026 For additional information contact: Halley Stewart This award is for the purchase of two (2) Toyota 30,000 lb. capacity cushion tire forklifts for JEA Fleet to be utilized for the Electric groups at Southside Service Center and West Side Service Center, expected to arrive in FY26. JEA is piggybacking off of the Florida Sheriffs Association (FSA) contract with Southern States Toyota Lift. These forklifts will replace two aging Gradall units that are beyond their service life and increasingly difficult and costly to maintain. Over the last 18 months, Fleet has collaborated with end users to identify the most suitable replacement equipment, which included equipment demonstrations and discussions to ensure the new units meet operational needs. Following this evaluation, the 30K forklift from Southern States Toyota Lift was selected as the best option. To avoid delays and ensure delivery within the FY26 budget, JEA will use FSA contract pricing. Southern States Toyota Lift holds the maintenance contract for our forklift fleet and is the sole authorized Toyota forklift distributor in our region, ensuring consistent equipment support and service. JEA has not purchased a forklift of comparable size. The Business Unit's estimated cost of \$280,000.00 per unit, based on supplier information, aligns with current pricing. The unit price for each forklift is \$284,210.00. The total award to Southern States Toyota Lift is in the amount of \$568,420.00, and Fleet has determined that the pricing is reasonable.											

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	Single Source	N03 “B” Circulating Water Pump Replacement	Erixton	Xylem Water Solutions USA, Inc	\$1,490,423.00	\$1,490,423.00	N/A	\$1,490,423.00	N/A	One-Time Purchase Start Date: 11/07/2025 End Date: 12/31/2026	N	Motion by:
	Northside Unit 3 (N03) is a 540MW steam turbine that has two condensers that are cooled with river water. The original design is to have four 70,000 GPM circulating water pumps provide river water to those condensers. Any reduction in the volume of cooling water has a negative impact on the overall efficiency of the unit, and running without all circulating water pumps in service will lead to the unit being derated.											Second by:
	Recently the N03 “B” circulating water pump shaft failed making the pump inoperable. NGS did not have an adequate spare to replace the pump, and the unit was derated from 540MWs to 350MWs. NGS maintenance department used components from a previously failed pump to repair the N03 “B” circulating water pump, and it was put back into service. The plant needs to purchase a proper spare pump to reduce loss megawatt hours due to having a pump unavailable.											Committee Decision:
	NGS currently has four circulating water pumps for N03, and all have Xylem as the OEM. The system is designed around the current pumps being interchangeable. The motors and spare parts are all able to be installed on any pump, without special modifications. Purchasing a non-OEM pump would require NGS to carry an additional \$250,000 in spare parts that would only be used on a single pump. There is also a risk of the non-OEM pump not fitting properly in the basin, and this can only be corrected by manufacturing an installation gasket specifically for the non-OEM pump.											
DISCUSSION/ACTION: DISCUSSION/ACTION PARTICIPANTS:												
Consent and Regular Agenda Signatures												
Budget	Name/Title _____											
Awards Chairman	Name/Title _____											
Procurement	Name/Title _____											
Legal	Name/Title _____											

Award #1 Supporting Document 11/06/2025												
JEA Awards Agenda												
October 30, 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 10/23/2025 Meeting	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	Renewal	030-21 - Dental Insurance Plans	Moser	Metropolitan Life Insurance Company	Self-Funded Medical Claims Pass Through	\$1,900,000.00	\$1,900,000.00	\$1,347,874.20	\$8,255,832.75	12/08/2022 - \$1,400,000.00 11/30/2023 - \$1,500,000.00 12/30/2024 - \$307,958.55 12/12/2024 - \$1,800,000.00	One (1) Year w/Four (4) – One (1) Yr. Renewals Start Date: 01/01/2022 End Date: 12/31/2026	N
	Moved to Regular Agenda as Item 2											
3	Invitation for Bid (IFB)	1412016650 Construction Services for Royal Lakes Water Treatment Plant	Zammataro	Baker Construction Enterprises, Inc., dba Dugan & Meyers Industrial LLC	Capital	\$20,106,140.00	\$17,841,577.00	N/A	\$17,841,577.00	N/A	Project Completion Start Date: 11/10/2025 End Date: 11/10/2028	Y - 3.89% JL Tripp Builders - \$378,478.00 Barber Klein Roofing - \$170,495.00 Liberty Landscape & Supply - \$100,151.00 Gulf Coast Rebar - \$31,525.00 Meskel & Associates - \$14,000.00
	Date Advised: 08/04/2025 Date Opened: 10/07/2025 Four (4) Bids Received (Alternate Bid Amount in parentheses): Dugan & Meyers Industrial LLC - \$17,691,000.00 (+\$150,577.00) Sawcross Inc. - \$18,072,900.00 (+\$132,000.00) Talcon Group, LLC - \$19,363,360.50 (+\$127,000.00) ET Environmental Corp. LLC dba ET Design-Build - \$21,030,427.22 (+\$475,364.00) For more information contact: Ella Bedwell This award is for construction services for the Royal Lakes Water Treatment Plant (WTP) project. The scope of work includes demolition of the existing WTP and construction of a new 6.5 MGD facility on the current site, including a high-service pump building with four VFD pumps, hypochlorite storage and dosing, a 1.5 MG ground storage tank with tray aerator, an emergency generator and fuel tank, and electrical and controls upgrades to two existing wells. The award enables JEA to replace aging assets, mitigate reliability risk, and improve compliance and service levels. This work was competitively bid, with JEA deeming Dugan & Meyers Industrial LLC to be the lowest responsive and responsible bidder. The bid is approximately 11% below the business unit estimate and deemed reasonable.											
Consent Agenda Action												
Committee Members in Attendance	Names	Ted Phillips, Jody Brooks, Garry Baker										
Motion by:	Jody Brooks											
Second By:	Garry Baker											
Committee Decision	Approved											
Regular Agenda												
Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Award Amount	Business Unit Estimate	Original Award Amount	New Not-to-Exceed	Amendments	Term	JSEB Participation (Y/N) If Y, then list company name(s) (% , \$ - awarded)	Action
1	Renewal	1410758047 - Basic Life/Accidental Death & Dismemberment (AD&D), Voluntary Life/AD&D, Stand-Alone Voluntary AD&D, Short Term Disability, Long Term Disability And Family Medical Leave Act (FMLA) Administration Services	Moser	Standard Insurance Company	\$3,464,000.00	\$3,464,000.00	\$2,572,472.00	\$12,524,103.67		One (1) Year w/Four (4) - One (1) Yr. Renewals Start Date: 01/01/2023 End Date: 12/31/2026 Two Renewal Remaining	N	Motion by: Jody Brooks Second by: Garry Baker Committee Decision: Approved
	Originally Awarded: 10/13/2022 For additional information contact: Danielle Crawford This Award requests a one-year contract renewal for Basic Life/Accidental Death & Dismemberment (AD&D), Voluntary Life/AD&D, Stand-Alone Voluntary AD&D, Short Term Disability and Long Term Disability. The first renewal was approved by the awards committee on 11/30/2023 in the amount of \$2,880,000.00. An administrative increase in the amount of \$377,631.67 was completed on 10/30/2024 as the contract had reached its maximum indebtedness due to increased enrollment and additional funds were needed to pay for rest of the calendar year. The second renewal was approved by the awards committee on 12/12/2024 in the amount of \$3,230,000.00. This award represents the third one-year renewal of the contract in the amount of \$3,464,000.00. Rates were held steady for the first three years. Gallagher Benefit Services has negotiated for all rates to remain unchanged for this renewal, except for Basic Life coverage, which will increase from \$0.045 to \$0.09 per \$1,000 of coverage. These rates will remain the same for the final two years of the contract term. Rate negotiations were based on historical loss ratios. Please note that the award amount is an estimate, as actual costs may vary depending on enrollment levels and the services utilized. DISCUSSION/ACTION: The \$377,631.67 admin increase amendment date has been corrected from 12/30/2024 to 10/30/2024 and the funding source has been corrected from "Self-Funded Medical Claims Pass Through" to "Fully-Insured Pass Through". Ted Phillips also requested clarification on the Basic Life coverage price increase. Carl Becker explained that at the time of the solicitation, the price was actually \$0.08 per \$1,000 but after two years the price was lowered to \$0.045 per \$1,000. As the price of \$0.08 at the time of the solicitation was competitive, the increase to \$0.09 is appropriate. DISCUSSION/ACTION PARTICIPANTS: Ted Phillips, Carl Becker											

Award #1 Supporting Document 11/06/2025

	Renewal	808-21 - Dental Insurance Plan	Mass	Metropolitan Life Insurance Company	\$1,900,000.00	\$1,908,000.00	\$1,347,874.20	\$8,255,832.76				
2	Originally Awarded: 06/12/2011 For additional information contact: Elaine Schatz This Award requests the final renewal of the Metropolitan Life Insurance Company (MetLife) contract for JEA Dental Insurance Plan. The first one-year renewal was approved by the Awards Committee on 12/08/2012 in the amount of \$1,410,000.00 as indicated full-actured premium amount paid to MetLife. The second one-year renewal was approved on 11/06/2023 in the amount of \$1,500,000.00. An administrative increase in the amount of \$307,938.55 was completed on 10/06/2024 as the contract had reached its maximum insubstantial due to increase of enrollment and additional funds were needed to pay for rest of the calendar year. The third one-year renewal was approved on 12/12/2024 in the amount of \$1,800,000.00. This award is for the fourth one-year renewal for this contract in the amount of \$1,900,000.00. MetLife had a rate guarantee for the first two years and a 5% annual rate increase cap for the remainder of the contract. The 5% increase in JEA employee contributions will be covered by JEA. Therefore, current employees who elect coverage in 2026 will see no change in their contribution amounts. This is an estimated RIA cost increase of \$72,000.00 per year. The retirees who elect dental coverage through JEA will continue to pay 100% of the cost. A request for proposal (RFP) is scheduled to occur during 2026 to prepare for 2027 Open Enrollment and the subsequent 2027 plan year. It should be noted the award amount is an estimate based on historical use including the 5% rate increase which fluctuates based on enrollment and coverage provided. DISCUSSION/ACTION: The funding source has been increased from "Self-Funded Medical Claims Pass Through" to "Fully-Insured Pass Through" DISCUSSION/ACTION PARTICIPANTS: N/A								12/08/2022 - \$1,400,000.00 11/06/2023 - \$1,500,000.00 10/06/2024 - \$307,938.55 12/12/2024 - \$1,800,000.00	One (1) Year or Four (4) - One (1) Yr. Renewals Start Date: 01/01/2022 End Date: 12/31/2026	N	Motion by: Garry Baker Second by: Judy Brooks Committee Decision: Approved
Consent and Regular Agenda Signatures												
Budget	Name/Title <u>Stanley M. Kelly</u>											
Awards Chairman	Name/Title <u>Ted Phillips</u>											
Procurement	Name/Title <u>Lisa Pleasant</u> On behalf of Jenny McCollum											
Legal	Name/Title <u>John Lurie</u>											

SOW FOR INFORMATION TECHNOLOGY SERVICES
(Utilizing State of Florida Contract No. **80101507-23-STC-ITSA**)

This Statement of Work (this “SOW”) is effectively dated as of Oct 30, 2025 (the “Effective Date”) by and between Jacksonville Electric Authority (JEA) a Florida corporation with offices at 225 N. Pearl St., Jacksonville, FL 32202 (“Buyer”), and SGS Technologie, a Florida limited liability corporation with offices at 6817 Southpoint Parkway, Suite 2104, Jacksonville, FL 32216 (“Service Provider”).

Whereas, effective October 1, 2025, the State of Florida and SGS entered State Term Contract No. 80101507-23-STC-ITSA (the “**State Contract**”) for information technology staff augmentation services (the “**Services**”).

Whereas, the JEA wants to engage SGS to provide the Services by utilizing the State Contract, and SGS wants to provide the Services to the JEA and has agreed to the use of the State Contract.

Whereas, the State Contract is in full force and effect until Sep 30, 2027, and was competitively procured and awarded by the State of Florida in accordance with law.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. **Services.** Service Provider shall provide to Buyer Services as set forth in Exhibit A hereto and incorporated herein at the pricing in accordance with Section 5 below.
2. **Term.** This SOW shall commence on the Effective Date and terminate on Sep 30, 2025, unless sooner terminated in accordance with State Term Contract Information Technology Staff Augmentation.
3. **Service Provider's Personnel.**

(a) Service Provider personnel identified herein are deemed necessary for the successful provision of Services. Service Provider shall assign such personnel to the provision of Services and shall not reassign or remove them without prior written consent of Buyer. Whenever, for any reason, any such personnel specified is unavailable to provide Services, Service Provider shall, with prior written approval of Buyer, replace such personnel with personnel of substantially equal abilities and qualifications.

(b) Buyer reserves the right to reject for any lawful reason whatsoever any of Service Provider’s personnel assigned by Service Provider to work on Buyer's account/Services in connection with this SOW. Upon Buyer's rejection of any such personnel, Service Provider shall as soon as possible thereafter provide replacement(s) satisfactory to Buyer. Service Provider shall not, however, leave any position(s) without staffing acceptable to Buyer during any replacement assessment period(s). In the event Service Provider's personnel changes during the provision of Services, Service Provider shall not charge Buyer for any time required for any such replacement personnel to be trained to provide or become familiar with Services, whether or not such replacement is requested by Buyer pursuant to Section of the State Term Contract Information Technology Staff Augmentation.

4. Acceptance Criteria.

Acceptance Criteria for Document Deliverables:

For any milestone in which Service Provider submits a document that is a deliverable ("Document Deliverable"), Buyer shall have the right to review such Document Deliverable. Service Provider shall use its best efforts to promptly cure, in a manner agreed upon by Buyer, any deficiencies to which Service Provider has been made aware, and after completing any such cure, Service Provider shall resubmit the Document Deliverable for review. Any applicable warranty period shall only commence after acceptance by Buyer.

Acceptance Criteria for a Deliverable other than a Document Deliverable:

For any milestone in which Service Provider submits a deliverable other than a Document Deliverable, Buyer shall have the right to review and/or test such deliverable for the functional requirements or acceptance criteria specified for such deliverable. Service Provider shall use its best efforts to promptly cure, in a manner agreed upon by Buyer, any deficiencies to which Service Provider has been made aware, and after completing any such cure, Service Provider shall resubmit the deliverable for review and/or testing. Any applicable warranty period shall only commence after acceptance by Buyer.

5. Pricing.

(a) **Hourly/Daily/Weekly Fee:** Service Provider shall charge the fees for Services provided under this SOW as set forth in Exhibit A, Section 8 ("Services Fees") and enter such Services Fees into the Invoicing System monthly, for the number of hours/days/weeks of Services provided in the prior month. In no event shall the Services Fees and expenses for Services provided under this SOW ("Total Fees") exceed the dollar amount detailed in Exhibit A, Section 10.

(b) JEA shall compensate SGS for the Services in accordance with purchase orders issued and used by the JEA's Procurement Division; provided, however, invoices will be sent to the authorized JEA representative as specified in the purchase order or other subsequent written instrument signed by the JEA's project coordinator. The agreed upon billing rate for the Services is set forth in Exhibit A.

(c) In the event Service Provider's personnel changes during the provision of Services, pursuant to State Term Contract Information Technology Staff Augmentation, in no event shall Buyer be charged for any time required for any such replacement personnel to be trained to provide or become familiar with Services, whether or not the replacement is requested by Buyer.

6. Service Provider Materials.

(a) Pursuant to the State Term Contract Information Technology Staff Augmentation, the following Service Provider Materials are incorporated into Buyer Materials:

(b) Pursuant to State Term Contract Information Technology Staff Augmentation, the following Service Provider Materials are provided under this SOW solely for access or use by Buyer and its affiliates during the term of this SOW:

Award #2 Supporting Documents 11/06/2025

7. Notices. Notices should be sent to the following addresses:

If to Service Provider:

SGS Technologie
Attn: Karthikeyan Lakshmanan
6817 Southpoint Parkway, Suite 2104
Jacksonville, FL 32216

If to Buyer:

JEA.
Attn: Cindy Edgar
225 N. Pearl St.,
Jacksonville, FL 32202

8. All of the terms and conditions set forth in the State Term Contract Information Technology Staff Augmentation, to the extent not expressly modified herein, are hereby incorporated into this SOW as if set out in full herein. If any terms in this SOW conflict with the terms of the State Term Contract Information Technology Staff Augmentation, the terms in the State Term Contract Information Technology Staff Augmentation will govern for Services covered by this SOW, except as specifically modified herein in accordance with State Term Contract Information Technology Staff Augmentation. All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the State Term Contract Information Technology Staff Augmentation.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives.

JEA.

By: _____

Name:

Title:

Date:

SGS Technologies

By: _____

Name:

Title:

Date:

Exhibit A to Statement of Work

Award #2 Supporting Documents 11/06/2025

1. **Project Title (Mandatory):** Field Management System (FMS) Implementation.
2. **Project Goal (Mandatory):** Enterprise level Customer facing systems, specifically our Field Management System (FMS) implementation.
3. **Project Timing (Mandatory):** Oct, 2025 – April, 2026
4. **Services Location (Mandatory):** Services will be performed at JEA facility at the following location: Jacksonville, FL 32202 USA/Remote locations.
5. **Project Managers (Mandatory):**

Buyer Contact Name: Cindy Edgar, Director, Technology Services PMO, (904) 608-7530, edgacl@jea.com

Service Provider Contact Name: SGS Technologies LLC, Karthikeyan Lakshmanan, Client Partner, 904-332-4532 x 348 (Direct), karthik@sgstechnologies.net

6. **Service Provider Personnel (Mandatory):**

The following Service Provider personnel are authorized to provide Services hereunder:

<u>Name(s) of Personnel Providing Services</u>	<u>Workers Home Base State:</u>	<u>Position Title</u> (Analyst, Partner, etc.)	<u>Hourly Rate (for suppliers only)</u>
Dave Zakresky	Remote	Manager, CRM Technology- #3800 - Business Intelligence Systems Management	\$165.00

7. **Project Scope / Services being Provided (Mandatory):**

Enterprise project management duties working specifically on the enterprise level customer facing system OpenGrid, our Field Management System (FMS) implementation.

8. **Pricing:**

Hourly:

<u>Service Provider Personnel</u>	<u>Unit of Measure</u> (Hour, Day, Week, etc.)	<u>Estimated Number</u> (of units)	<u>Fee Per Unit</u> (USD)	<u>Fees</u>
Dave Zakresky	Hour	1000	\$165.00	\$ 165,000.00
Total Services Fees:				\$ 165,000

9. Expenses:

<u>Expense Name</u> (Travel expenses, equipment, etc.)	<u>Unit of Measure</u> (Percentage of fees, fixed amount, actual cost reimbursement, etc.)	<u>Fee Per Unit</u>
Travel		\$30,000
	Total Expenses:	\$30,000

10. Total Fees: \$ 195,000



State Term Contract No. 80101507-23-STC-ITSA
for
Information Technology Staff Augmentation Services

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida, and SGS Technologies LLC (Contractor), collectively referred to herein as the “Parties.”

Accordingly, the Parties agree as follows:

I. Initial Contract Term.

The Initial Contract Term shall be for four years, with no renewals. The Initial Contract Term shall begin on October 1, 2023, or on the last date signed by all parties, whichever is later. The Contract shall expire on September 30, 2027, unless terminated earlier in accordance with the Special Contract Conditions or Additional Special Contract Conditions.

II. Contract.

As used in this document, “Contract” (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Exhibits, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Contract Exhibits listed below are incorporated in their entirety into, and form part of, this Contract. The Contract document and Exhibits shall have priority in the following order:

- a) This Contract document
- b) Contract Exhibit A, Scope of Work
- c) Contract Exhibit B, Additional Special Contract Conditions
- d) Contract Exhibit C, Special Contract Conditions
- e) Contract Exhibit D, Price Sheet
- f) Contract Exhibit E, Resume Self-Certification Form
- g) Contract Exhibit F, Contractor Selection Justification Form
- h) Contract Exhibit G, Contractor Performance Survey
- i) Contract Exhibit H, Job Family Descriptions

Award #2 Supporting Documents 11/06/2025

**State Term Contract No. 80101507-23-STC-ITSA
for
Information Technology Staff Augmentation Services**

III. Contract Management.

Department's Contract Manager:

Frank Miller

Division of State Purchasing

Florida Department of Management Services

4050 Esplanade Way, Suite 360

Tallahassee, Florida 32399-0950

Telephone: (850) 488-8855

Email: frank.miller@dms.fl.gov

Contractor's Contract Manager:

Name: Simmy Prabhu

SGS Technologies LLC

Address: 6817 Southpoint Pkwy, Ste 2104 Jacksonville, FL-32216,

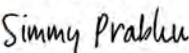
City, State, Zip: Jacksonville

Telephone: 9043324534

Email: simmy@sgstechnologies.net

This Contract is executed by the undersigned officials as duly authorized. This Contract is not valid and binding on all Parties until signed and dated by both Parties.

SGS Technologies LLC

DocuSigned by:

A4872068B121431...

Name: Simmy Prabhu

Title: HR Manager

10/24/2023 | 2:38 PM EDT

Date:

**STATE OF FLORIDA, DEPARTMENT OF
MANAGEMENT SERVICES**

DocuSigned by:

235E9FAF0CBC456...

**Brandon Spencer, Chief Procurement
Officer and Director of State Purchasing**

10/27/2023 | 1:17 PM EDT

Date:

Award #2 Supporting Documents 11/06/2025

JOB FAMILY:	BUSINESS INTELLIGENCE SYSTEMS MANAGEMENT																	
Maximum Hourly Rate for Job Title:	\$161.44	\$194.54	\$243.93	\$178.83	\$161.09	\$86.80	\$103.78	\$126.80	\$127.04	\$150.89	\$70.88	\$84.87	\$97.80	\$89.50	\$108.98	\$138.11	\$212.54	\$170.66
Average Hourly Rate for Job Title:	\$146.92	\$177.70	\$221.11	\$164.29	\$149.61	\$79.60	\$96.47	\$118.03	\$118.26	\$139.11	\$64.71	\$78.56	\$91.28	\$81.26	\$99.89	\$126.72	\$193.50	\$156.74
Contractor	3400: Director, Data Warehouse (1. Team Leader)	3400: Director, Data Warehouse (2. Manager)	3400: Director, Data Warehouse (3. Sr. Manager)	3410: Manager, Data Warehouse	3420: Business Intelligence Analyst	3430: Data Warehouse Analyst (A. Entry)	3430: Data Warehouse Analyst (B. Intermediate)	3430: Data Warehouse Analyst (C. Advanced)	3440: Data Warehouse Administrator	3600: Manager, Decision Support	3610: Decision Support Specialist (A. Entry)	3610: Decision Support Specialist (B. Intermediate)	3610: Decision Support Specialist (C. Advanced)	3620: Decision Support Administrator (A. Entry)	3620: Decision Support Administrator (B. Intermediate)	3620: Decision Support Administrator (C. Advanced)	3800: Manager, CRM Technology	4000: Knowledge Engineer
SGS Technologies LLC	\$ 160.00	\$ 190.00	\$ 240.00	\$ 175.00	\$ 160.00	\$ 85.00	\$ 100.00	\$ 125.00	\$ 125.00	\$ 140.00	\$ 65.00	\$ 75.00	\$ 90.00	\$ 85.00	\$ 105.00	\$ 130.00	\$ 210.00	\$ 160.00

July 23, 2025

Mark Sirota
Jax Stadium LLC
148 Madison Avenue
New York, NY 10016

Project: 16000300 - Jacksonville Jaguars SOTF - Construction
Re: PCI No. PCI00156 - CCD # 006 - JEA Chilled Water Price Proposal

Dear Mark:

Please find our proposal for the following PCI:

PCI Number: PCI00156
Date: 06/16/2025
Description: We are submitting our cost proposal for CCD #006 - JEA Chilled Water. Costs cover for construction of 30" chilled water supply and return lines from existing stubs in front of Miller Electric Center to valve locations at NW corner of the stadium in front of the Chilled Water Entry Room.

06/16/2025 JEA Chilled Water Main

The following documents are included via this transmittal:

- JEA SOTF Chilled Water Main – 100% Design Drawings
- JEA SOTF Chilled Water Main – 100% Design Tech Specs
- JEA SOTF Chilled Water Main – Appendix A – Tech Specs
- JEA SOTF Chilled Water Main – Bid Form
- JEA SOTF Chilled Water Main – ECS Geotech Borings
- JEA SOTF Chilled Water Main – ETM VVH Report

Description	Proposed Amount
Alpha Insulation & Waterproofing, Inc. - Alpha Insulation & Waterproofing-UG Waterproofing	\$0.00
Birken Construction, Inc. - Birken - Sawcutting and Patchback for test piles	\$0.00
Campbell Plumbing Contractors Southeast, Inc. - Campbell - Plumbing Underground Enabling	\$0.00
Colasanti South, Inc. - Colasanti South, Inc. Cast-In-Place Concrete	\$0.00
Independence Excavating, Inc. - Independence Excavating, Inc.	\$0.00

Keller North America, Inc. - Keller - Test Piles/Deep Foundations

\$0.00

Miller Electric Company - Miller Electric - Electric UND Enabling

\$0.00

Subtotal: \$4,353,016.00**Mark Ups****Mark Up Amount**

01 General Liability Insurance [0.15%]

\$6,595.00

02 CM Payment / Performance Bond [1.00%]

\$43,530.00

03 Construction Contingency [2.75%]

\$121,086.00

04 CM Fee [2.65%]

\$119,892.00

Mark Ups Total: \$ 291,103.00**Total Change Order Amount: \$4,644,119.00****Exclusions / Clarifications:**

We have reviewed the Subcontractor's quotation(s) for the above referenced change as we understand it. At this time we believe the cost estimate to be fair, reasonable and should be processed accordingly. Please reference the attached supporting documentation from our subcontractor(s) for other clarifications and qualifications to this proposal. In addition, please note that this quotation for changes to the Contract Documents is based upon direct cost elements for the above referenced work only. This quotation does not include any provisions for schedule impacts, delays, inefficiencies or the cumulative impact of multiple changes upon our work forces. Hunt Construction - Barton Malow, A Joint Venture reserves its right to pursue these and any other indirect, unforeseen costs as they become apparent.

Please indicate your approval by signing below:

Jax Stadium LLC

Date

Please contact this office if there are any questions or concerns.

Sincerely,

Sheree Jafari

Digitally signed by Sheree Jafari
DN: cn=US, E=sheree.jafari@secom.com,
o=SECOM Hunt Construction, ou=Cost
Management, cn=Sheree Jafari
Date: 2025.07.23 16:03:36 -0400

For

KIMBERLY CANTWELL

cc: PCI No: PCI00156
File

**Title:** CCD #006 - JEA Chilled Water Price Proposal**Project Name:** Jacksonville Jaguars SOTF**Project Address:** 1 Everbank Field Dr
Jacksonville, FL 32202**COR Date:** 07/17/2025**Colasanti South Inc Job Number:****Customer Job Number:** 16000300**Customer Reference Number:** PCI-00156**Our Information****Colasanti South Inc**

11883 High Tech Avenue

Orlando, FL 32817

Phone: (407)-472-9700**Description of Change Order Request**

All Trade Partners,

Please review the copy the following link and paste it into your browser to the Drawing Package CCD #006 - JEA Chilled Water Price Proposal PCI #00156 and submit your cost or zero-dollar cost acknowledgement within ten (10) business days. If price quotation is not received within the following ten (10) business days, a zero (\$0,00 cost change) will be issued on your behalf and applied to your Subcontract Amount.

[https://acc.autodesk.com/docs/files/projects/45e756cc-eb8c-419c-9bce-930229f22441?
folderUrn=urn%3Aadsk.wipprod%3Afs.folder%3Aco.ZQewunKnRLifrcPOfjhZmg&viewModel=detail&moduleId=folders](https://acc.autodesk.com/docs/files/projects/45e756cc-eb8c-419c-9bce-930229f22441?folderUrn=urn%3Aadsk.wipprod%3Afs.folder%3Aco.ZQewunKnRLifrcPOfjhZmg&viewModel=detail&moduleId=folders)

Thank you,
Cost Management Team

Customer Information**Hunt Construction - Barton Malow, A Joint Venture**

1528 East Adams Street

Jacksonville, FL 32202

Phone: (000)-000-0000

Subtotal	\$0.00
Requested Total	\$0.00

Terms & Conditions

UNIT COSTS FOR ADD-ON WORK UP TO 1000 CASHING		UNIT COSTS FOR ADD-ON WORK UP TO 1000 CASHING	
1	Re-arranging of layout	2	27.96 (CTD Ratio)
3	Re-arranging of layout	4	19.41 (CTD Ratio)
5	Paint Coat and 2 coats of sealant	6	196.13 (CTD Ratio)
7	Paint Coat and 2 coats of sealant	8	17.92 (CTD Ratio)
9	8000 Lpa	10	15.95 (CTD Ratio)
11	Paint Coat and 2 coats of sealant	12	17.92 (CTD Ratio)
13	Paint Coat and 2 coats of sealant	14	17.92 (CTD Ratio)
15	Paint Coat and 2 coats of sealant	16	17.92 (CTD Ratio)
17	Paint Coat and 2 coats of sealant	18	17.92 (CTD Ratio)
19	Paint Coat and 2 coats of sealant	20	17.92 (CTD Ratio)
21	Paint Coat and 2 coats of sealant	22	17.92 (CTD Ratio)
23	Paint Coat and 2 coats of sealant	24	17.92 (CTD Ratio)
25	Paint Coat and 2 coats of sealant	26	17.92 (CTD Ratio)
27	Paint Coat and 2 coats of sealant	28	17.92 (CTD Ratio)
29	Paint Coat and 2 coats of sealant	30	17.92 (CTD Ratio)
31	Paint Coat and 2 coats of sealant	32	17.92 (CTD Ratio)
33	Paint Coat and 2 coats of sealant	34	17.92 (CTD Ratio)
35	Paint Coat and 2 coats of sealant	36	17.92 (CTD Ratio)
37	Paint Coat and 2 coats of sealant	38	17.92 (CTD Ratio)
39	Paint Coat and 2 coats of sealant	40	17.92 (CTD Ratio)
41	Paint Coat and 2 coats of sealant	42	17.92 (CTD Ratio)
43	Paint Coat and 2 coats of sealant	44	17.92 (CTD Ratio)
45	Paint Coat and 2 coats of sealant	46	17.92 (CTD Ratio)
47	Paint Coat and 2 coats of sealant	48	17.92 (CTD Ratio)
49	Paint Coat and 2 coats of sealant	50	17.92 (CTD Ratio)
51	Paint Coat and 2 coats of sealant	52	17.92 (CTD Ratio)
53	Paint Coat and 2 coats of sealant	54	17.92 (CTD Ratio)
55	Paint Coat and 2 coats of sealant	56	17.92 (CTD Ratio)
57	Paint Coat and 2 coats of sealant	58	17.92 (CTD Ratio)
59	Paint Coat and 2 coats of sealant	60	17.92 (CTD Ratio)
61	Paint Coat and 2 coats of sealant	62	17.92 (CTD Ratio)
63	Paint Coat and 2 coats of sealant	64	17.92 (CTD Ratio)
65	Paint Coat and 2 coats of sealant	66	17.92 (CTD Ratio)
67	Paint Coat and 2 coats of sealant	68	17.92 (CTD Ratio)
69	Paint Coat and 2 coats of sealant	70	17.92 (CTD Ratio)
71	Paint Coat and 2 coats of sealant	72	17.92 (CTD Ratio)
73	Paint Coat and 2 coats of sealant	74	17.92 (CTD Ratio)
75	Paint Coat and 2 coats of sealant	76	17.92 (CTD Ratio)
77	Paint Coat and 2 coats of sealant	78	17.92 (CTD Ratio)
79	Paint Coat and 2 coats of sealant	80	17.92 (CTD Ratio)
81	Paint Coat and 2 coats of sealant	82	17.92 (CTD Ratio)
83	Paint Coat and 2 coats of sealant	84	17.92 (CTD Ratio)
85	Paint Coat and 2 coats of sealant	86	17.92 (CTD Ratio)
87	Paint Coat and 2 coats of sealant	88	17.92 (CTD Ratio)
89	Paint Coat and 2 coats of sealant	90	17.92 (CTD Ratio)
91	Paint Coat and 2 coats of sealant	92	17.92 (CTD Ratio)
93	Paint Coat and 2 coats of sealant	94	17.92 (CTD Ratio)
95	Paint Coat and 2 coats of sealant	96	17.92 (CTD Ratio)
97	Paint Coat and 2 coats of sealant	98	17.92 (CTD Ratio)
99	Paint Coat and 2 coats of sealant	100	17.92 (CTD Ratio)

[illegible]



Colasanti South, Inc.
11883 High Tech Ave, B3
Orlando, Florida 32817
Phone: (407) 472-9700
Fax: (407) 472-9701

Project: 25.20.2149 - JAX SOTF
1 EVERBANK STADIUM DRIVE
JACKSONVILLE, Florida 32202

Prime Contract Potential Change Order #016: CE #022 - CCD #006 - JEA Chill

OWNER/CLIENT:	Hunt Construction - Barton Malow, A Joint Venture 1 Everbank Stadium Drive Jacksonville Florida, 32202	FROM:	Colasanti South, Inc. 11883 High Tech Ave Bldg.3 Orlando Florida, 32817
PCO NUMBER/REVISION:	016 / 0	CONTRACT:	1 - Base Contract
REQUEST RECEIVED FROM:		CREATED BY:	Tony Fernandez (Artifex Construction)
STATUS:	No Charge	CREATED DATE:	7/17 /2025
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
		TOTAL AMOUNT:	\$0.00

POTENTIAL CHANGE ORDER TITLE: CE #022 - CCD #006 - JEA Chill

CHANGE REASON: Owner Requested

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #022 - CCD #006 - JEA Chilled Water Price Proposal

All Trade Partners,

Please review the copy the following link and paste it into your browser to the Drawing Package CCD #006 - JEA Chilled Water Price Proposal PCI #00156 and submit your acknowledgement within ten (10) business days. If price quotation is not received within the following ten (10) business days, a zero (\$0,00 cost change) will be issued for the Subcontract Amount.

<https://acc.autodesk.com/docs/files/projects/45e756cc-eb8c-419c-9bce-930229f22441?folderUrn=urn%3Aadsk.wipprod%3Afs.folder%3Aco.ZQewunKnRLifrcPOfj>

Thank you,
Cost Management Team

ATTACHMENTS:

#	SubJob	Cost Code	Description	Type	Amount
1	N/A				\$ 0.00
Excludes pouring of pipes and duct banks, all concrete and embankments					Subtotal: \$0.00
					Grand Total: \$0.00



J.B. Coxwell Contracting, Inc.

6741 Lloyd Road West
Jacksonville, Florida 32254
Office (904) 786-1120 Fax (904) 783-2970

July 15, 2025

Attention: Louie Lassetter (Aecom Hunt)

RE: Jacksonville Jaguars SOTF
COR-0042
PCI-00156

J.B. Coxwell Contracting, Inc. (JBCCI) is pleased to provide for your review our cost proposal to construct chilled water main to serve The Stadium of the Future Improvement Project as shown in the CCD #006 – JEA Chilled Water 100% Plans dated, June 2025.

Total Cost Impact: **\$4,353,016.00**

SUMMARY OF SCOPE

General

- Includes Removal of Concrete & Replacement with Temp 4” Concrete – Lay Path Only
- Includes Dewatering for Chilled Water Lay Path
- Includes P&P Bond
- Does Not Include:
 - Permitting other than NOI for stormwater and non-contaminated dewatering discharge
 - Landscape other than sod & seed shown on drawings referenced above
 - Irrigation
 - Tree Mitigation
 - Hazardous Waste abatement and disposal
 - Relocation of any existing utilities, water, gas, sewer, communication, etc., in conflict with installation other than those shown to be relocated
 - Temporary Portable Chiller Equipment (If Required)
 - Removal & Replacement of unsuitable soils encountered
 - Meter Stations & associated piping
 - Removal &/or modifications to unforeseen buried foundations or obstructions encountered
 - Mandated non-workdays due to special events
 - Schedule impacts due to MOT conflicts with surrounding projects
 - Unforeseen existing utility relocation

Thanks again for the opportunity
Sincerely,

J.B Coxwell Contracting Inc.
Chuck Chaon
Senior Project Manager

SOTF Chill Water Schedule of Values - CCD #006 – JEA Chilled Water 100% Plans dated, June 2025.

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
1	General Conditions	1	LS	650,000.00	\$650,000.00
20	Erosion Control	1	LS	54,000.00	\$54,000.00
30	Maintenance of Traffic	1	LS	98,000.00	\$98,000.00
40	Site Prep Demo	1	LS	148,000.00	\$148,000.00
50	Exploratory Excavation	1	LS	53,000.00	\$53,000.00
60	30" CL 250 DIP- CW S&R	966	LF	1,865.00	\$1,801,590.00
70	30" Gate Valve	4	EA	58,000.00	\$232,000.00
80	30" Bend, 90 Degree	3	EA	21,000.00	\$63,000.00
90	30" Bend, 45 Degree	12	EA	15,000.00	\$180,000.00
100	30" Bend, 22.5 Degree	4	EA	15,000.00	\$60,000.00
110	30" Bend, 11.25 Degree	5	EA	15,000.00	\$75,000.00
120	30" MJ Foster Adapter	1	EA	8,000.00	\$8,000.00
130	30x30 MJ Tee	4	EA	28,000.00	\$112,000.00
140	30x20 MJ Reducer	4	EA	8,000.00	\$32,000.00
150	30" Plug/Cap	4	EA	8,000.00	\$32,000.00
160	20" CL 250 DIP- CW S&R	112	LF	1,680.00	\$188,160.00
170	20" Gate Valve	2	EA	23,000.00	\$46,000.00
180	20" Bend, 90 Degree	2	EA	7,500.00	\$15,000.00
190	20" Bend, 45 Degree	2	EA	7,500.00	\$15,000.00
200	20x20 MJ Tee	2	EA	11,000.00	\$22,000.00
210	20x12 MJ Reducer	1	EA	4,000.00	\$4,000.00
220	20" Plug/Cap	2	EA	4,000.00	\$8,000.00
240	R&R Exist. 18" RCP	60	LF	425.00	\$25,500.00
250	4" FOC w/2 EA Handholes	480	LF	178.00	\$85,440.00
260	20" Temp. CWM Recir. Loop	1	EA	38,000.00	\$38,000.00
270	12" Temp. CWM Recir. Loop	1	EA	32,000.00	\$32,000.00
280	4" Perm. CWM Recir. Loop	1	EA	23,000.00	\$23,000.00
290	2" Perm. CWM Recir. Loop	1	EA	10,000.00	\$10,000.00
300	1" Manual ARV Assembles	2	EA	8,500.00	\$17,000.00
310	Flushing/Treat/Testing CW	1	LS	110,000.00	\$110,000.00
320	Case X Paving Repair	101	SY	240.00	\$24,240.00
330	18" City Std. Curb&Gutter	15	LF	342.00	\$5,130.00
Base Bid					\$4,267,060.00
Add Alt 1	Replace Exist. 8" Concrete	1,200	SY	270.00	\$324,000.00
Add Alt 2	Construct Temp. 4-inch Conc.	1,200	SY	71.63	\$85,956.00

COST REIMBURSEMENT AGREEMENT

This Cost Reimbursement Agreement (“Agreement”) is entered into this ____ day of _____, 2025 between JEA, a body politic and corporate with its principal place of business located at 225 North Pearl Street, Jacksonville, Florida 32202 (“JEA”) and Jax Stadium, LLC, a Delaware limited liability company authorized to do business in the state of Florida with its principal place of business located at 1 Everbank Stadium Drive, Jacksonville, Florida 32202 (“Customer”).

Recitals

WHEREAS, JEA operates and maintains a district energy system in the City of Jacksonville, Florida, in order to provide chilled water service (the “Service”) to various customers; and

WHEREAS, the Customer is responsible for renovations to the football stadium located at 1 Everbank Stadium Drive, Jacksonville Florida (the “Facility”), pursuant to the Stadium Development Agreement between the Customer and the City of Jacksonville dated February 21, 2025; and

WHEREAS, following completion of the renovations to the Facility, Customer shall be responsible for the maintenance and operation of the Facility pursuant to the Amended and Restated Stadium Lease Agreement between Customer and the City of Jacksonville dated February 21, 2025; and

WHEREAS, Customer desires to obtain the Service for the Facility from JEA pursuant to the terms and conditions of the Chilled Water Service Agreement dated [REDACTED] between JEA and the Customer (the “Service Agreement”); and

WHEREAS, pursuant to the terms and conditions of the Service Agreement, JEA is responsible for the design, furnishing, permitting, construction, installation, and commissioning of all equipment necessary to provide the Service to the Facility (the “Installation”); and

WHEREAS, pursuant to the terms and conditions of the Service Agreement, JEA and the Customer may agree to use Customer’s contractor to construct and install the lines and associated equipment necessary to provide the Service to the Facility subject to JEA and the Customer entering into a Cost Reimbursement Agreement; and

WHEREAS, JEA and Customer wish to enter into an agreement detailing each party’s obligations with respect to the Installation.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, the sufficiency of which is mutually acknowledged, the parties agree as follows:

1. Incorporation of Recitals.

The recitals set forth above are incorporated into the body of this Agreement and adopted as findings of fact.

2. Term and Termination.

The term of this Agreement shall commence upon the date set forth above (the Effective Date) and shall terminate upon completion of the obligation of the parties as set forth herein unless earlier terminated as provided herein. This Agreement may be terminated as follows:

- a. By written agreement of the parties; or
- b. In the event one of the parties is in default of one or more of the terms of this Agreement and fails to cure such default within twenty (20) days of written notice from the non-defaulting party, the non-defaulting party may terminate this Agreement and pursue such other remedies available at law or equity as it deems appropriate; or
- c. Either party may terminate this Agreement if: (i) the other party becomes insolvent, liquidates, dissolves or makes any assignment for the benefit of creditors; (ii) a proceeding in bankruptcy, reorganization, arrangement, moratorium, or other debtor relief proceedings is instituted by or against the other party; or (iii) a trustee or receiver is appointed for the other party.

3. Installation.

(a) Customer shall perform or cause to be performed the installation, testing, cleaning, and recirculating of supply and return chilled water mains beginning at the existing JEA-owned 20-inch valves located adjacent to the Miller Electric Performance Facility and extending to the east-northeast, terminating with 20-inch valves and stub-outs for the connection of the Service to the Facility in accordance with the plans set forth in Exhibit A, attached hereto and incorporated herein. JEA shall reimburse Customer for all such Expenses in accordance with Section 5 below. As of the date of this Agreement, JEA's responsibility for the cost of the Installation is estimated to be four million, six hundred forty-four thousand, one hundred nineteen dollars and 00/100 (\$4,644,119.00) as more particularly set forth in Exhibit B. Prior to commencement of construction, the parties shall agree on a final project budget. In the event the final project budget exceeds the estimated project cost, this Agreement shall be amended to reflect the actual project cost. If the parties cannot agree to a final budget, this Agreement may be terminated, and JEA shall reimburse Customer for Expenses incurred prior to the date of termination.

(b) If the actual cost of the Installation is increased such that it exceeds the maximum indebtedness, Customer shall notify JEA in writing of the cost increase, including a detailed description of the increased costs and any applicable supporting documents. If JEA is in agreement with the increased costs, the parties shall execute an amendment to this Agreement increasing JEA's maximum indebtedness under this Agreement. JEA shall be under no obligation to issue reimbursement for payments made in excess of the maximum indebtedness prior to the execution of such amendment.

(c) Customer shall procure all work in connection with the Installation in compliance with the applicable provisions of the JEA Procurement Code. Contractor selection shall be subject to the consent of JEA, which shall not be unreasonably withheld.

(d) Customer shall be responsible for administering all aspects of the contract for the Installation, including, but not limited to, review and processing of invoices and other contract documents, review and resolution of technical issues (whether foreseen or unforeseen) that arise during construction, and facilitating project close-out upon completion of construction. It shall also be Customer's responsibility to coordinate construction schedules of its contractors.

(e) Upon completion of the Installation, including any inspection required by JEA, Customer shall provide to JEA all items listed on the Project Acceptance Checklist attached hereto as Exhibit C.

4. Coordination of Parties.

At all times during the performance of this Agreement, the parties shall coordinate with one another to ensure that the mutual goals set forth herein are achieved and that any issues are promptly resolved. The parties therefore agree to promptly provide upon request any data, information, or documentation reasonably necessary for the other party to perform its responsibilities under this Agreement.

5. Compensation.

(a) Compensation shall be made under this Agreement on a reimbursement basis. Upon Customer's payment to its contractor for the Installation pursuant to this, Customer shall submit an invoice to JEA. The invoice shall contain all expenses Customer incurred for the Installation, and any supporting documentation necessary to evidence the payment requested in the invoice, including proof of payment of such invoices by Customer. Invoices shall be submitted to:

JEA
225 North Pearl Street
Jacksonville, Florida 32202
Attn: Becky Bray
Brayr@jea.com
904-832-8306

JEA shall pay to Customer the invoiced amount within thirty (30) days of receipt of the invoice. If JEA requires additional documentation or information in connection with an invoice, it shall request such documentation or information within fifteen (15) days of the date of the invoice, and the time for payment shall be extended by the amount of time necessary for Customer to provide such documentation or information. If Customer does not receive a request for additional documentation or information within fifteen (15) days of the date of its invoice, it shall be presumed that the invoice contains sufficient information for JEA to process and pay the amount shown on the invoice.

(b) Except as expressly set forth herein, JEA's maximum indebtedness for Expenses under this Agreement shall be a fixed amount not to exceed four million, six hundred forty-four thousand, one hundred nineteen dollars and 00/100 (\$4,644,119.00).

6. Indemnification.

(a) By Customer. Customer agrees to indemnify, defend, and hold harmless JEA against all third-party claims, actions, losses, damages, injuries, liabilities, cost and expense of whatsoever kind or nature (including, but not by way of limitation, reasonable attorney's fees and court costs) ("Claims") to the extent caused by: 1) the negligence or willful misconduct of Customer or its contractor in performing the Installation or 2) the breach by Customer of any Customer representations or warranties herein. 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, successors and assigns (the "JEA Indemnitees"). This indemnification shall survive the term of this Agreement, for events that occurred during the term of this Agreement.

(b) By JEA. JEA agrees to indemnify, defend, and hold harmless Customer (including Customer's parents, affiliates, subsidiaries, and their respective officers, employees, agents, successors and assigns) against: 1) breach by JEA or any JEA Indemnitee of any JEA representations and warranties herein and 2) all Claims to the extent caused by the negligence or willful misconduct of JEA or JEA Indemnites. JEA's obligations under this subsection shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes. Nothing herein shall be construed as a waiver of JEA's sovereign immunity or of consent by JEA to be sued by a third party.

7. Force Majeure.

Neither party shall be liable for any default or delay in the performance of its obligations under this Agreement due to an act of God or other event to the extent that: (i) the non-performing party is without fault in causing such default or delay; (ii) such default or delay could not have been prevented by reasonable precautions; and (iii) 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; riots; insurrection; inability of Customer to obtain any required permits, licenses, or zoning; blockades; embargo; sabotage; epidemics; pandemics; fires; hurricanes; tornadoes; floods; or strikes. In the event of any delay resulting from such causes, the time for performance of each of the parties hereunder (including the payment of monies if such event actually prevents payment) shall be extended for a period of time reasonably necessary to overcome the effect of such delay, except as provided for elsewhere in this Agreement. 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 (7) calendar days.

8. Notice.

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

As to JEA:

JEA
225 North Pearl Street
Jacksonville, Florida 32202
Attn:
Dan Weaver, Manager District Energy
Email: weavds@jea.com

As to Customer:

Jax Stadium, LLC
1 EverBank Stadium Drive
Jacksonville, Florida 32202
Attention: Legal
Email: parekhm@nfl.jaguars.com

9. Representations and Warranties.

Each party represents that: (i) it has full corporate, company or statutory authority, as applicable, power and authority to execute, deliver, and perform this Agreement; (ii) this Agreement has been duly authorized and executed by it, is its legal, valid, and binding obligation, and is enforceable against such party in accordance with its terms; (iii) it is not required to obtain the consent of any other party for the execution, delivery, or performance of this Agreement; (iv) and the execution, performance, and delivery of this Agreement shall not constitute a breach of any other agreement to which it is a party, nor will it violate, conflict with, or result in a breach of any law, order, judgment, decree, or regulation binding on it or to which any of its material business, properties or assets are subject; and (v) there are no claims, actions, suits, or proceedings pending against it or its governing board, officers, or employees, the outcome of which could materially and adversely affect the transactions contemplated by this Agreement, and it is not subject to any order, writ, injunction or decree which could materially and adversely affect its ability to perform the transactions contemplated by this Agreement.

10. Compliance with Applicable Law.

The parties shall comply with all applicable federal, state, and local laws, rules, and regulations as may be amended from time to time in their performance under this Agreement.

11. Relationship between Parties.

Neither party shall have the authority under this Agreement to bind the other party or to assume any obligation or responsibility, whether express or implied, on the other party's party or in the other party's name, except as may be authorized in a separate written document. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or fiduciary relationship between JEA and Customer.

12. Choice of Law and Venue; Attorneys' Fees.

(a) This Agreement shall be construed according to the laws of the state of Florida. Each party irrevocably submits to the jurisdiction of the courts of Florida and further agrees that venue for any action arising under this Agreement shall lie exclusively in the state and federal courts located in Duval County, Florida having jurisdiction over such legal actions.

(b) In the event either party alleges in any lawsuit that the other party breached any of its obligations under this Agreement, the prevailing party shall be awarded its reasonable attorneys' fees from the non-prevailing party.

13. Execution in Counterparts.

This Agreement, 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 Agreement 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 Customer with the same effect as if original signatures had been exchanged.

14. Severability.

In the event any portion of this Agreement is declared void, invalid, or otherwise unenforceable by a court of competent jurisdiction, such portion shall be severable and shall not affect the remaining portions of this Agreement not having been declared void, invalid, or otherwise unenforceable.

15. Time of the Essence.

Time is of the essence with respect to the provisions of this Agreement.

16. Waiver.

A delay or omission by either party to exercise any right or power under this Agreement shall not be construed to be a waiver thereof. A waiver by either party of any right under this Agreement shall not be effective unless it is in writing and signed by such party.

17. Assignment.

Neither party shall assign, delegate, or otherwise dispose of this Agreement, or any of its obligations under this Agreement, without the prior written consent of the other party. Any assignment of this Agreement shall not relieve a party of its obligations unless the other party expressly consents thereto. If either party assigns this Agreement to a third party with the other party's consent, this Agreement will be binding on, and inure to the benefit of, the permitted assignee.

18. Survival.

Any provision of this Agreement that, by its nature, is applicable to circumstances arising after the termination or expiration of this Agreement shall survive such termination or expiration and remain in effect.

19. Interpretation of this Agreement.

This Agreement and its specifications, terms, and conditions have been the subject of meaningful analysis and discussions by both Customer and JEA. Therefore, doubtful or ambiguous provisions, if any, contained within this Agreement shall not be construed against the party who prepared this Agreement.

20. Authority to Execute.

Each party represents and warrants to the other party that it has full right and authority to execute and perform its obligations under this Agreement, and each party and the person(s) signing this Agreement on its behalf represent and warrant to the other party that such person(s) are duly authorized to execute this Agreement on its behalf without further consent or approval by anyone. Each party shall deliver to the other party promptly upon request all documents reasonably requested by that party to evidence such authority.

21. Entire Agreement.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein. No statement, representation, writing, understanding, or agreement made by either party, or any representative of either party, which is not expressed herein, shall be binding. All changes, additions, modifications, or amendments to this Agreement, shall be binding only when in writing and signed by the authorized representative of each party.

IN WITNESS WHEREOF, JEA and Customer have duly executed this Agreement as of the date set forth above.

JAX STADIUM, LLC

JE A

Print Name and Title

Print Name and Title

Print Name and Title

ATTEST:

Print Name and Title

Approved as to form and format

Office of General Counsel

EXHIBIT A
Installation Plans

EXHIBIT B
Cost Estimate for Installation



EXHIBIT C

Project Acceptance Checklist

Project Name: _____

Engineer: _____

Developer: _____

Contractor: _____

- **Bill of Sale:** This is required under water and sewer code, whereby all materials and appurtenances in the system legally become the property of JEA. ***Original signature and Notarized*** ☐
- **Dedication Warranty:** 2-year contractor warranty for infrastructure improvements. ***Original signature & must include Contractor's License No.*** ☐
- **Engineer's Final Certification:** Certificate in accordance with paragraph 654.124 (Subdivision Regulations is on File). **Original signature with PE seal*** ☐
- **Owners Affidavit of Construction Completion** ☐
- **Schedule of Values** ☐
- **As-Builts** (in accordance with **JEA Water & Wastewater Standards Manual**, Section 501) All AutoCAD drawings, PDF drawings. ☐
- **Pressure Test Reports** ☐
- **Locate Wire Reports** ☐
- **Record of Final Inspection:** Final inspection records should indicate attendees and deficiencies noted. The original with Project Engineer/Inspector's Certification that all punch-list items have been satisfied. ☐

APPENDIX B – RESPONSE FORM**1412050446 (IFB) Dinsmore Circuits 423 and 424 Conduit Installation**

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

Company Name: SPE Utility Contractors FD, LLC dba, "SPE Group"Company's Address: 10145 103rd Street, Jacksonville, FL 32210Phone Number: 813-326-1099 Email Address: steuber@spepower.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
	Bid Price	\$ 1,487,000.00
	Supplemental Work Authorization (SWA) (Bid Price * 10%)	\$ 148,700.00
1	Total Bid Price with SWA	\$ 1,635,700.00

☒ 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

1 through 4


Handwritten Signature of Authorized Officer of Company or Agent

10/27/2025

Date

Cheryl Cameron, CEO

Printed Name and Title

APPENDIX B – RESPONSE FORM
1412050446 (IFB) Dinsmore Circuits 423 and 424 Conduit Installation

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: SPE Group

BUSINESS ADDRESS: 10145 103rd Street

CITY, STATE, ZIP CODE: Jacksonville, FL 32210

TELEPHONE: 813-326-1099

FAX: _____

E-MAIL: steuber@spepower.com

PRINT NAME OF AUTHORIZED REPRESENTATIVE: Cheryl Cameron

SIGNATURE OF AUTHORIZED REPRESENTATIVE: *Cheryl Cameron*

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE: Cheryl Cameron, CEO

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 Respondent shall be on JEA's Responsible Bidder's List SB-1 – Substation Construction, by the bid due date.

APPENDIX B – RESPONSE FORM
1412050446 (IFB) Dinsmore Circuits 423 and 424 Conduit Installation

LIST OF SUBCONTRACTORS

JEA Solicitation Number 1412050446 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
--------------	---------------------------------	---	--	-------------------------------------

Boring	TB Landmark			45%
MOT	ACME			5%
Staking	SAM			1%
Hauling	DJ Contracting			1%
Restoration	Sod Lot			3%
Erosion Control	D&J Erosion Control			1%
Site Work	DN Concrete			3%

Signed: Cheryl Cameron
Company: SPE Group
Address: 10145 103rd Street, Jacksonville, FL 32210
Date: 10/27/2025

APPENDIX B – RESPONSE FORM
1412050446 (IFB) Dinsmore Circuits 423 and 424 Conduit Installation

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 - 1411646446. 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
Hauling	DJ Contracting	1%
Site Work	DN Concrete	3%

Signed: Cheryl Cameron
Company: SPE Group
Address: 10145 103rd Street, Jacksonville, FL 32210
Date: 10/27/2025

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

APPENDIX B – RESPONSE FORM

1412050446 (IFB) Dinsmore Circuits 423 and 424 Conduit Installation

consent of the JEA.



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: 1412050446	Name of JEA Employee(s) Working on Vendor's Current Contract(s) with JEA: None	
Vendor Name: SPE Group		Vendor Phone: 904-374-9048
Vendor's Authorized Representative Name and Title: Cheryl Cameron, CEO		Authorized Representative's Phone: 810-941-8065
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.		
2.		
3.		
4.		
5.		
☒ Vendor has no conflict of interest to report. ☒ 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. ☒ 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.		
Vendor's Authorized Representative Signature: Cheryl Cameron		Date: 10/27/2025

APPENDIX B – RESPONSE FORM

1412050446 (IFB) Dinsmore Circuits 423 and 424 Conduit Installation

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

KNOW ALL PERSONS BY THESE PRESENTS, That we, SPE Utility Contractors FD, LLC (hereinafter called "Principal"), and Old Republic Surety 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 Amount 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:

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

Dinsmore Circuits 423 and 424 Conduit Installation

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 Amount 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 One Hundred Percent (100%) 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 One Hundred Percent (100%) 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 October, 2025.

ATTEST:



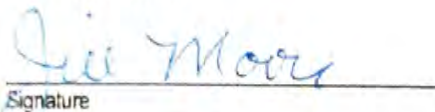
Signature

Sven Teuben
Type/Print Name

Signature

Type/Print Name

Signed, Sealed and Delivered
in the Presence of:



Signature

Jill Moore
Type/Print Name

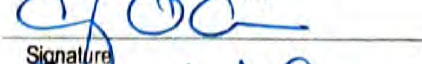


Signature

Jessica Nightenheiser
Type/Print Name

SPE Utility Contractors FD, LLC

(Principal Company Name)



Signature

Cheryl A. Cameron
Type/Print Name
CEO

Title

AS PRINCIPAL

Old Republic Surety Company

(Surety Company Name)



Signature

Nicholas Ashburn

Type/Print Name

Attorney-in-Fact & Licensed Florida Agent, W485984

Title

AS SURETY

Name of Agent: Guy Hurley, LLC

Address: 989 E. South Boulevard, Suite 200

Rochester Hills, MI 48307

Countersigned:

By N/A

Resident Agent
State of Florida

Name of Firm: _____

Address: _____

Form Approved:

Assistant General Counsel



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: Michael D. Lechner, Robert D. Heuer, Mark T. Madden, Holly Nichols, Nicholas Ashburn, Jason Rogers of Rochester Hills, MI

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 20th day of June, 2024.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary



Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 20th day of June, 2024, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

46-5332



Signed and sealed at the City of Brookfield, WI this 28th day of October, 2025.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

JEA
Schedule of Values and Work In Place
For JEA P.O. Number _____

Job Name: Dinsmore Circuits 423 and 424 Conduit Installation
Contractor: SPE GROUP
Bid No.: 1412050446
JEA Spec #: _____
CA# _____

Date: _____
Billing Period: _____
Pay Request: _____

SCOPE	ITEM	DESCRIPTION	UOM	QUANTITY	% COMP.	UNIT PRICE	EXTENDED PRICE	INVOICE	PREVIOUSLY INVOICED	REMAINING
	1.1	MOBILIZATION	Each	1	0%	\$ 87,500	\$ 87,500.00			\$ 87,500.00
	1.2	DEMOBILIZATION	Each	1	0%	\$ 17,000	\$ 17,000.00			\$ 17,000.00
	1.3	AS-BUILTS	Lump Sum	1	0%	\$ 11,000	\$ 11,000.00			\$ 11,000.00
	2.1	EROSION CONTROL	Lump Sum	1	0%	\$ 27,000	\$ 27,000.00			\$ 27,000.00
	2.3	SITE RESTORATION	Lump Sum	1	0%	\$ 89,000	\$ 89,000.00			\$ 89,000.00
	2.4	MOT	Lump Sum	1	0%	\$ 90,000	\$ 90,000.00			\$ 90,000.00
URD	3.1	SPOT MANHOLE ONSITE	UNIT	13	0%	\$ 5,500	\$ 71,500.00			\$ 71,500.00
	3.2	INSTALL MANHOLE	UNIT	13	0%	\$ 30,000	\$ 390,000.00			\$ 390,000.00
	3.3	BORE MH TO MH	UNITS	12	0%	\$ 50,000	\$ 600,000.00			\$ 600,000.00
	3.4	CONDUIT TIE INS FOR MANHOLE	UNITS	13	0%	\$ 8,000	\$ 104,000.00			\$ 104,000.00
SUBTOTAL							\$ 1,487,000.00	\$ -	\$ -	\$ 1,487,000.00
SUPPLEMENTAL WORK AUTHORIZATION (10%)							\$ 148,700.00	\$ -	\$ -	\$ 148,700.00
TOTAL BID PRICE							\$ 1,635,700.00	\$ -	\$ -	\$ 1,635,700.00

To: Florida Sheriff's Association m/f: JEA
2617 Mahan Drive 225 N. Pearl Street
Tallahassee, FL 33308-5448 Jacksonville, FL 32202

Date: 10-22-2025
Our Ref: **12110059 Rev**
Phone: 772-342-6240

Attn: David Foraker

FSA Contract FSA23-EQU21.1 Item 136 Cushion Tire Forklift

respectfully submit this quotation for the following NEW Toyota Internal Combustion Lift Truck (2 each):

Toyota...Proud to be the world's #1 forklift manufacturer!

TOYOTA MODEL 2THD300-24, Internal Combustion Lift Truck, quality engineered with the following specifications:

- Pneumatic Tires
- Diesel Powered

INDUSTRIAL ENGINE

Engineered to the highest standards of durability and reliability, your Toyota lift truck is outfitted with a Cummins Industrial Diesel Engine.

AUTOMATIC 3-SPEED DANA TE-10 POWERSHIFT TRANSMISSION

Robust and field proven Dana TE-10 Series electronically controlled powershift automatic transmission with 3-speed forward and reverse with inching.



Photo may portray optional equipment not included in your quotation.

WET DISC BRAKES

Force-cooled, outboard, wet disc brakes reduce premature wear and provide easier service access.

HEAVY DUTY PLANETARY DRIVE AXLE

Designed with durability and reliability in mind, your Toyota lift truck is outfitted with a rugged planetary drive axle which is engineered to meet the increasing demands of today's aggressive lift truck applications.

DASHLESS PREMIUM DELUXE STEEL CAB

The insulated cab features a dashless design with seat mounted controls and a color LCD Multifunction Touchscreen Display that includes advanced diagnostics, tilting/telescopic steering column, air conditioning, cab heater and many more standard operator comforts.

Mast	2-Stage (V) mast with limited free lift provides excellent visibility to load and fork tips, while providing smooth, quiet and consistent operation. Mast Specifications: • Maximum Fork Height - 154.0" • Overall Lowered Height - 136.0"
Lifting Capacity	Base Model Capacity – 30,000 lbs @24" load center Actual Capacity, based on quoted specifications - 19,000 lbs @24" load center to 154.0" MFH <i>Actual capacity ratings stated above are based on standard features, options, and attachments available through Toyota at the time of quoting. Non-standard features, options, and attachments may affect actual capacity ratings. Please contact your Toyota sales representative for additional information.</i>
Tilt	15 degrees forward and 12 degrees backwards
Carriage	Pin Type, 92.5" Carriage
Forks	3 x 8 x 72, Standard Taper Pallet Style 3 x 8 x 96, No Additional Charge
Speeds	Travel Speed: 17.90 mph Lift Speed: 87 fpm
Engine	Cummins QSB4.5 Industrial Diesel Engine (Tier 4 Final Compliant) 275 cubic inch displacement, Inline 4 cylinder, overhead valve (OHV) Net Horsepower Rating: 173 @ 2500 rpm (SAE HP) Net Torque Rating: 520 @ 1500 rpm (SAE ft-lb)
Transmission	Automatic transmission– Dana TE-10 electronically controlled powershift transmission with inching control.
Steering	Full Hydraulic Power Steering with Tilt Steering Column
Wheels and Tires	Front Tires: 10.00-20 16PR (Pneumatic Dual Drive) Rear Tires: 10.00-20 16PR (Pneumatic)
Additional Equipment Included	• Cab Tilt, Powered w/Backup Manual Hand Pump • Fuel Cap, Non-Locking • Cab, Premium • Side View Mirrors (pair) • Rear Camera System Visibility Aid • Rear Object Detection Radar • Pre-cleaner • SS/FP (Dependent)

- **Extra Work Lights- LED Rearward Facing (pair)**
- **Horn, 24V, 110 dB**
- **Self Adjusting Backup Alarm**
- **Pneumatic - Lugged, Bias**

**Other Outstanding
Toyota Features**

- Operator Presence Sensing System (OPSS)
- LED Headlights and Rear Worklights
- 24V Electrical System
- Excellent Sightlines Around Vehicle & Through Mast
- Front Indicator and Rear Combination Lights
- Dashless Cabin with Lockable Doors & Greaseable Hinges
- Adjustable Air-Ride Seat with Retractable Seat Belts
- Integrated Color Multifunction Touchscreen Display with Advanced Diagnostics
- Manual Tilting Cab for Easy Service Access
- Fingertip Hydraulic Controls
- Insulated Floor, Cabin Walls and Doors
- Individually Controlled Front/Rear Wipers

Some standard items listed within this quotation may be replaced or altered due to optional equipment.

Warranty

12 Months or 2,000 hours whichever occurs first: Basic
 36 Months or 6,000 hours whichever occurs first: Powertrain

See engine warranty certificate for engine and emissions warranty coverage information.

Warranty coverage for non-standard option components will be covered by the manufacturer of that component and not covered under the Toyota forklift standard or powertrain warranty.

Investment	Sheriff Association Price-FSA23-EQU21.0 Item 136 Toyota Model 8FGCU20 as specified in contract	\$32,361	Each
Non Included Options	<i>Upgrade to 30,000 lb @24" Load Center</i>	\$215,818	
	Sideshifting Fork Positioner (Dependent)	\$13,200	
	Premium Cab	Inc.	
	Air Conditioner (Included in Premium Cab)	Inc	
	Powered Cab Tilt	\$1,605	
	Fire Extinguisher	\$533	
	Extra Work Lights LED rear Mounted	\$1,833	
	Self-Adjusting Backup Alarm	\$245	
	Rear Camera System Visibility Aid	\$4,788	
	Back-up Alarm	\$177	

Rear View Mirrors	\$1,325	
Rear Object Detection	5,649	
Caldwell Adjustable Pivoting Boom	6,676	
Net Price: FSA23-EQU21.1 Item 136 New Model 2THD300-24	\$284,210	Each
	Qty 2	
Your Total Delivered Sheriffs Association Price	\$568,420	

Financing and Maintenance

Toyota Industries Commercial Finance has been providing effective finance solutions to customers since 1985. As Toyota Material Handling's captive finance partner, we are committed to offering customized financing solutions, tailored financing terms, unmatched industry experience, ultimate transparency, and an unparalleled understanding of your unique business needs. In addition, Full Maintenance and Planned Maintenance programs are available.

Terms and Conditions

Payment: Net / Cash or Financed.
 Delivery: Will advise at time of order.

F.O.B.: Factory

Prices are exclusive of any sales or use taxes now in force or which may be made effective in the future by any federal, state, or local governments.

Lease offerings subject to credit approval.

Due to the volatility of pricing, interest rates, and freight costs over extended lead times, I understand that my total cost / lease price may vary from this proposal.

Performance and specifications stated are based on specific testing and operating conditions. Actual performance and specifications may vary based on application, option configuration, operating conditions, and environmental factors.

Some options and configurations may void UL.

Conditions subject to change to those in effect at time of delivery.

Your signature on this proposal constitutes an order.

Please contact your Toyota sales representative for additional information.

PRE-SHIPMENT PRICE INCREASES

Seller may, on one or more occasions, increase the price of the ordered equipment, and customer shall pay the increased prices, if up to 30 days prior to date of shipment, (a) the U.S. Material Handling Equipment Producer Price Index ("MHEPPI") has increased four percent (4%) or more as compared to the MHEPPI as of the date of customer's proposal acceptance; or (b) the manufacturer of the equipment increases the price the seller pays the manufacturer for the ordered equipment due to any new or increased government fees, tariffs or duties. Price increases will correlate to, as applicable, the percentage increase in the MHEPPI or manufacturer price increase.

Servicing Dealer Southern States Toyotalift
 5300 Shad Rd,
 Jacksonville, FL, 32257-2006
 Phone:904-764-7662

California Users When operated in California, any Off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. For more information, please visit the California Air Resources Board website at <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.

Sincerely,
 Southern States Toyotalift

Accepted:
 JEA

Cash Price \$ _____
 Financed Payment* \$ _____ Per Month _____ Months

By: _____

Name: Shane Polson

Title:

By: _____

Name: _____

Title: _____

Date: _____

*Financing requires credit approval. Terms and conditions are subject to change.

Addendum A – Additional Terms and Conditions

Addendum A – Additional Terms and Conditions

This proposal is issued with respect to Seller's sale or lease of industrial trucks, parts and associated accessories (collectively, the "Goods"), including automated industrial trucks and material handling systems and the installation and implementation of the Goods (collectively, the "Services"). Customer's acceptance of this proposal is subject to Seller's reservation of the right, without liability, to cancel the accepted proposal based on Seller's evaluation of Customer's credit worthiness. In the event a down payment is required, this proposal will not be accepted by Seller until down payment is collected from Customer. In the event Goods are to be financed on a lease with Toyota Industrial Commercial Finance or Raymond Leasing Corporation, the Seller must receive the signed lease documents with purchase approval for this proposal. In the event Goods are to be financed by another leasing company and Seller is to invoice and collect payment transacting directly with the leasing company, the following is required with purchase approval for this proposal: (a) acceptance of the proposal with approval for financing of the full amount from the leasing company, (b) all information required for Seller to invoice and collect payment, and (c) a direct leasing company contact to expedite full payment within stated terms. In the event payment is not received by Seller within terms, the full amount of all relevant invoices will become immediately due in full from Customer.

PROPOSAL EXPIRATION: This proposal automatically expires unless accepted by Customer on or before the expiration date identified on the face of this proposal. If no expiration date is identified on the face of this proposal, this proposal automatically expires unless accepted by Customer within 90 days of issuance. Notwithstanding the preceding two sentences, prices quoted on this proposal are valid for 30 days from the date this proposal was issued.

ACCEPTANCE: This proposal constitutes an offer by Seller that Customer may only accept on the terms set forth herein. To accept Seller's offer, Customer shall (a) sign and return the proposal to Seller; or (b) issue a purchase order that attaches or otherwise references this proposal, proposal number or the quoted Goods. If Customer issues a purchase order under the preceding sentence, the parties acknowledge that any terms appearing thereon (including pre-printed terms) will have no effect and are expressly disclaimed and Customer's acceptance is limited to the terms of this proposal. Customer's acceptance of any part of the Goods will be deemed an acceptance of all terms set forth in this proposal.

PRE-SHIPMENT PRICE INCREASES: Seller may, on one or more occasions, increase the price of the ordered equipment, and customer shall pay the increased prices, if, up to 30 days prior to date of shipment, (a) the U.S. Material Handling Equipment Producer Price Index ("MHEPPI") has increased four percent (4%) or more as compared to the MHEPPI as of the date of customer's proposal acceptance; or (b) the manufacturer of the equipment increases the price the seller pays the manufacturer for the ordered equipment due to any new or increased government fees, tariffs or duties. Price increases will correlate to, as applicable, the percentage increase in the MHEPPI or manufacturer price increase.

TERMS OF PAYMENT: Unless otherwise specified, (a) unit prices apply only to the specific quantity and delivery estimate quoted; and (b) quoted prices do not include the cost of building permits, other required licenses, or any National Fire Protection Association (NFPA) Standards. Goods will be invoiced upon shipment, or proportionally as each truckload is shipped, unless otherwise specified. Payment by credit card will not be accepted. The price of each Good sold or leased or Service performed is due 10 days from the date of invoice, unless a different due date is specified on this proposal.

TAXES: The prices quoted do not include any sales, use or any other U.S. federal, state, local or foreign taxes. All present and future taxes or other government charges upon the transactions contemplated hereunder, whether levied or assessed upon Customer or Seller, including but not limited to sales, use or personal property taxes, will be paid by Customer and Customer shall reimburse Seller for any such taxes or charges paid by Seller. Customer shall not be responsible for the payment of taxes based on the net or gross income of Seller.

TRAVEL: Any travel expenses identified on this proposal are estimates only. Customer shall reimburse Seller for all actual travel expenses incurred by Seller and its representatives in connection with the performance of Services.

FREIGHT COST ESTIMATES: If this proposal includes an estimate of freight cost, Customer acknowledges that this is an estimate only, not a cost proposal. Seller accepts no responsibility for freight rates, costs, and schedules of carriers, transfers of shipments, or other qualifying events.

DELIVERY TIME: Shipment and delivery time is estimated lapsed time from receipt of Customer's acceptance of this proposal. Customer acknowledges that such time estimates are non-binding and subject to change.

DELAY: Seller shall not be liable for any loss or damage to Customer, nor be deemed to have breached this proposal, for any failure or delay in fulfilling or performing any term of this proposal to the extent such failure or delay is caused by or results from strikes, labor difficulties, riot, civil unrest, war, fire, delay or defaults of common carriers, failure or curtailment in Seller's usual sources of supply, government decrees or orders, or, without limiting the foregoing, any other delays beyond Seller's control. Seller shall have the additional right, in the event of the occurrences of any of the above contingencies, at Seller's option, to cancel this contract or any part thereof without any liability.

CANCELLATION CHARGES: If, after Customer acceptance but prior to shipment, this proposal is terminated by Customer for convenience or by Seller for cause, Customer will be liable to Seller for the following charges:

- (1) Any engineering or scrap costs incurred by the manufacturer or Seller;
- (2) 40 percent of the list price of the proposal if the proposal has not been released to production but still results in lost production capacity for the manufacturer; or
- (3) 100 percent of the list price of the proposal if the proposal has been released to production; and (4) All administrative fees and other miscellaneous expenses.

CHANGE ORDERS: If for any reason it becomes necessary to change the specifications of the Goods ordered, including types and quantities, prior to shipment to Customer, Customer will be liable for the following charges:

- (1) Prior to release to production by the manufacturer - Engineering costs plus \$250.00;
- (2) After release to production by the manufacturer -Engineering, Rework, Scrap and Restocking Costs plus \$250.00; and
- (3) Should any charges be incurred from suppliers or the manufacturer on special attachments, these charges will also be

added to the changed order as miscellaneous expenses.

SHIPMENT OF GOODS: Unless otherwise stated elsewhere in this proposal, all prices for Goods shipped to (1) a Customer location in North America are FOB factory (Uniform Commercial Code); and (2) a Customer location outside North America are Ex Works factory (Incoterms® 2010), whether such Goods are shipped from Seller's facilities or directly from the manufacturer. Method and route of shipment are at Seller's discretion. Customer shall be solely responsible for all expenses of shipment, including any insurance coverage, which will only be purchased upon Customer's written request.

TITLE: Title to each purchased Good shipped to Customer will pass to Customer upon the later of delivery to the carrier and payment in full for that Good. Title to each purchased Good to be installed by Seller will pass to Customer upon the later of completion of installation and payment in full for that Good. Title to leased Goods will be as set forth in the Lease Agreement.

SELLER'S SECURITY INTEREST: Until the full purchase price is paid, Customer shall, upon receipt of the Goods, ensure that the Goods are: (1) not misused, abused, wasted or allowed to deteriorate; (2) insured for the Goods' full replacement cost value against all risks to which the Goods are exposed or expected to be exposed, including, but not limited to fire and theft; and (3) not sold, transferred or disposed of or be subjected to the claims of any third person, either voluntarily or involuntarily. If Customer does not comply with the terms hereof or does not timely pay for the Goods sold hereunder as agreed, Seller shall have the right, in addition to all other rights granted by law or contained herein, to (i) enter upon Customer's premises to take possession of the items, or (ii) require Customer to make the Goods available to Seller for repossession at a place designated by Seller.

INDEMNITY: Each party (the "Indemnifying Party") will indemnify, defend and hold harmless the other party (the "Indemnified Party") and the other party's affiliates, subcontractors, employees, agents, assignees and successors against all losses, damages, penalties, judgments, liabilities, settlements and expenses, including reasonable attorney fees and other expenses of litigation, settlement or defense (collectively, "Indemnifiable Losses") arising out of or resulting from any claim, suit, proceeding or cause of action brought by a third party (each, a "Claim") in connection with the negligent acts or omissions or willful misconduct of the Indemnifying Party, its affiliates, subcontractors, employees or agents. The Indemnified Party shall notify the Indemnifying Party with reasonable promptness upon learning of any Claim for which indemnification is sought, but the Indemnified Party's failure to do so will have no effect except to the extent the Indemnifying Party is prejudiced thereby. The Indemnified Party shall allow the Indemnifying Party to control the defense and settlement of the Claim and shall reasonably cooperate with the defense; but the Indemnifying Party shall use counsel reasonably experienced in the subject matter at issue and shall not settle a Claim without the written consent of the Indemnified Party if such settlement will result in the admission of wrongdoing.

WARRANTIES: Seller warrants the Goods pursuant to the warranty documents attached to this proposal. Commencing upon performance of the Services and continuing for the period of 30 days (the "Service Warranty Period"), Seller warrants that the Services will substantially conform to the descriptions and specifications agreed upon by the parties. During the Service Warranty Period, Seller shall promptly correct any Services that do not meet this warranty at no charge to Customer, so that all errors or non-conformities therein of which Customer notifies Seller are corrected and the Services meet the foregoing warranty. If Seller is not able to correct the nonconforming Services within 90 days of being notified by Customer of the error or nonconformity, then Customer, as its sole remedy, will be entitled to a refund of any amounts paid by Customer for the nonconforming Services. EXCEPT AS EXPRESSLY STATED IN THIS PROPOSAL, SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR TITLE, AND ALL SUCH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED. ANY EMPLOYEES, REPRESENTATIVES, AGENTS, OR DISTRIBUTORS OF SELLER ARE NOT AUTHORIZED TO MODIFY OR MAKE ADDITIONS TO THIS WARRANTY THAT ARE BINDING ON SELLER. ANY SUCH STATEMENTS, WHETHER WRITTEN OR ORAL, DO NOT CONSTITUTE ADDITIONAL WARRANTIES. **LIMITATION OF LIABILITY:** IN NO EVENT WILL THE CUMULATIVE LIABILITY OF SELLER, TOGETHER WITH ITS SUPPLIES, LICENSORS AND AFFILIATES, ARISING OUT OF OR RELATED TO THIS PROPOSAL, EXCEED THE TOTAL PAYMENTS RECEIVED BY SELLER FROM CUSTOMER UNDER THIS PROPOSAL. SELLER WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, BUSINESS INTERRUPTION OR CONSEQUENTIAL DAMAGES, INCLUDING ANY LOSS OF REVENUE, PROFITS, DATA OR REPUTATION, WHETHER ARISING UNDER CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

GOVERNING LAW: The laws of the State of Florida govern the validity, interpretation and performance of this proposal as well as all adversarial proceedings arising out of this proposal, without giving effect to any laws, rules or provisions that would cause application of the laws of any jurisdiction other than the State of Florida.

WAIVER: No waiver or satisfaction of a condition or non-performance of an obligation under this proposal will be effective unless it is in writing and signed by the party granting the waiver.

INDEPENDENT CONTRACTORS: The parties are independent contractors only and are not partners, master/servant, principal/agent or involved here in as parties to any other similar legal relationship with respect to the transactions contemplated under this proposal or otherwise, and no fiduciary, trust, or advisor relationship, nor any other relationship imposing vicarious liability shall exist between the parties under this proposal or otherwise at law.

SEVERABILITY: If a court of competent jurisdiction finds any term of this proposal invalid or unenforceable (1) the other terms of this proposal will remain in full effect; and (2) the parties will replace the invalid or unenforceable term with a valid and enforceable term giving effect to the intent of the parties.

ENTIRE AGREEMENT: This proposal contains the entire agreement between the parties with respect to Goods delivered and Services performed hereunder, and no oral promises, agreement or warranties affecting it and no prior or subsequent agreement adding to or altering any term hereof will be valid and enforceable unless in writing and signed by both parties.

Initial _____



Proposal/Contract

TO JEA

ADDRESS _____

ATTENTION Kendrick Taylor

Xylem Water Solutions USA, Inc. agrees to sell to Purchaser and Purchaser agrees to purchase from Company the product(s) described below:

PRODUCT(S): SEE ITEM (I) FOR DESCRIPTION AND PRICING

PRICE POLICY CLAUSE: PRICES ARE FIRM FOR THE QUOTED SHIPMENT

TAXES: NONE INCLUDED

TERMS OF PAYMENT: 10% WITH PO
25% WITH ORDERING IMPELLER
25% UPON RECEIPT OF IMPELLER
40% UPON SHIPMENT

SHIPPING DATE: EXPECTED LEAD TIME IS PUMPS 54 - 56 WEEKS AFTER RECIEPT OF PURCHASE ORDER

DELIVERY TERMS: INCOTERMS 2020 FOB JOBSITE

OTHER TERMS: SEE ITEM (II)

This offer will remain in effect for 90 days unless changed in the interim upon written notice from Company. Documents and related correspondence shall be sent to: See Address Below

Field services furnished by Company employees, whenever specified, are governed by the provisions of Company form 5621-0100.

This document and any other documents specifically referred to as being a part hereof, constitute the entire contract on the subject matter, and it shall not be modified except in writing signed by both parties.

In addition, the parties acknowledge that the prices herein are based on prevailing market conditions as reflected in the U.S. Producer Price Index (PPI) for Pump & Compressor manufacturing PCU33391-33391. If the applicable PPI increases by more than 2% from the index value as of the date of Seller's quote CP25025-REV.01 as compared with such index value when affected goods are released for manufacturing, Xylem is entitled to adjust the pricing with the corresponding percentage of the affected goods accordingly.

The prices set forth in this proposal are based on the tariff rates, duties, government charges and trade regulations in effect as of the effective date of this proposal. The tariffs are subject to change without prior notice, and we reserve the right to adjust the tariff and corresponding prices accordingly. Tariffs have been itemized below.

This order is subject to the **Standard Terms and Conditions of Sale – Xylem Americas** effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

PURCHASER'S ACCEPTANCE

The Proposal / Contract is hereby accepted.

(Name of Purchaser)

By _____

Title _____

Date _____

PROPOSAL / CONTRACT – Xylem Water Solutions USA, Inc.

By JD Pyncheon

TITLE: Application Engineer

Date 10/30/2025 PHONE: 262-548-8173

ACCEPTANCE – Xylem Water Solutions USA, Inc.

By _____

Date _____

Modifications or changes are not valid until accepted by Xylem Water Solutions USA, Inc.



Item I: Description of Equipment and Services

Base Scope

A. Quantity (1) Xylem Flygt Vertical Column Pump, model 78x54 YDDR (08-502-219-420). Pump will be a below floor discharge, removable element, enclosed line shaft design replacement to S/N 7083-86. The Pump will be a bare pump with baseplate and hardware, pump and motor half coupling & guard. Pump Rating is as Follows:

- Rated Operating Condition – 70,000 gpm @ 26 ft of TDH while running at 391 RPM.

Pump Construction Consists of the Following:

- ASTM A743, CF3M Stainless Steel Suction Bell
- ASTM A743, CF3M Stainless Steel Impeller and Cone
- ASTM A743, CF3M Stainless Steel Diffuser
- ASTM Monel Pump Shaft
- ASTM 17-4 PH Wear Rings
- ASTM A240 Type 316L Stainless Steel Elbow and Column
- ASTM A36 Carbon Steel Baseplate
- 78" Suction Diameter
- 54" Discharge Diameter
- Thordon SXL Bearings
- Manufacture's standard coatings for internals (carboline carbogaurd 890), SS parts will not be coated.

B. Standard Warranty:

- 1 year warranty, not to exceed 18 months from shipment.

C. Delivery of Pump and accessories Incoterms 2020 FOB Jobsite.

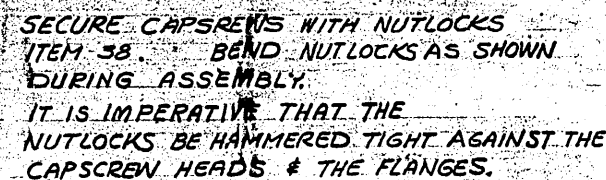
Items A-C Net Sell Price: \$1,399,200

Tariff Cost for Items A-C: \$ 91,223



Item II: Proposal Comments and Clarifications

1. Xylem's scope of supply ends at the discharge flange of the pump. No hardware is provided at or beyond these points, unless stated explicitly in Item 1. Installation, wiring, expansion joints, anchor bolts, miscellaneous piping not integral with the pumping equipment, external lubrication systems and instrumentation, loading and unloading and movement of equipment at site, removal of the existing equipment, assembly of equipment at site, field testing & commissioning, switch gear, and other miscellaneous items required for installation and proper operation of the proposed equipment which are not specifically noted above are not included with this proposal.
2. Pump Performance Test is not included in the Scope of supply, components will be hydrotested.
3. Motor is not included in the scope of supply.



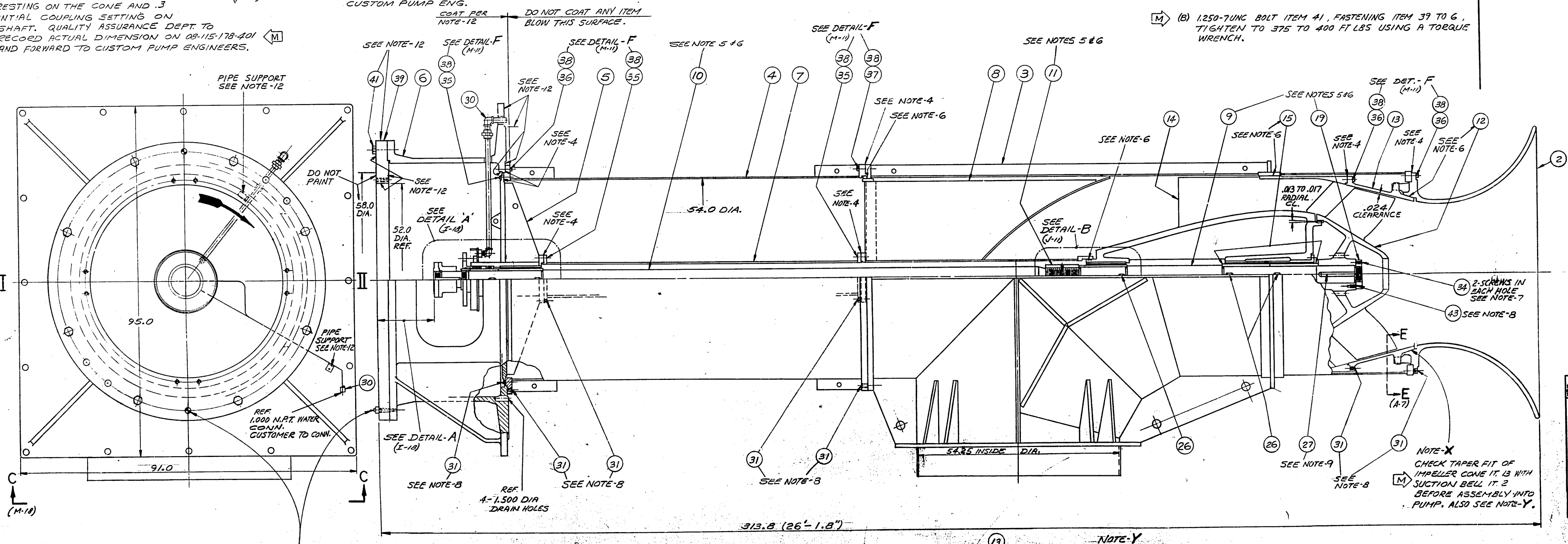
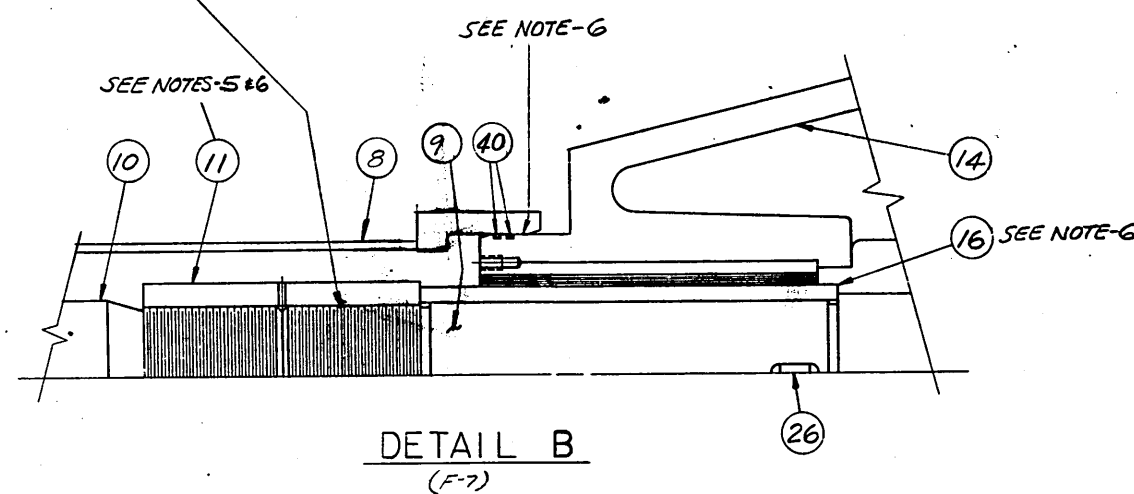
NOTES CON'T.

12. TOUCH-UP DAMAGED PREVIOUSLY COATED SURFACES ON BASE ITEM-6, ALSO COAT UNPAINTED SURFACES INDICATED ON BASE ITEM-6., ADAPTER-RING ITEM-39 BOLT HEADS ITEM 41 & PIPE SUPPORTS @ (H-18) & (B-19) PER TOUCH-UP INSTRUCTION ON DWG. 08-404-872-412

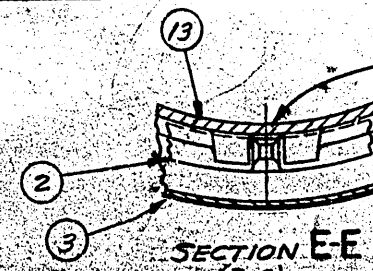
BASE COAT - DIMETCOTE N° 6 ITEM (52)
 TIE COAT - AMERCOAT N° 54 ITEM (53).
 FINISH COAT - AMERCOAT N° 234 ITEM (54)

NOTES:-

1. FOR HANDLING INSTRUCTIONS SEE DWG. 00-404-B05-438.
2. PARTS STAMPED I & II ARE TO BE ASSEMBLED TO LINE UP.
3. CAUTION! CAPSCREWS IN THIS PUMP ARE TYPE-316 STAINLESS STEEL. CARE MUST BE TAKEN THAT NO PARTS ARE PRESSED OR SCREWED TOGETHER WITHOUT ADEQUATE LUBRICATION BEING USED. SEE NOTES 4, 5 & 6.
4. APPLY WYTEKOTE #505 PART NUMBER 00-337-271-051 TO FLANGE FACES AND MALE-FEMALE FITS OF ITEMS 2 THRU 8, 13 & 14.
5. LAP ALL SHAFT THREADS USING ALUMINUM OXIDE MEDIUM FINE LAPPING COMPOUND BEFORE ASSEMBLING. ALSO SEE NOTE - 6.
6. ALL FITTED PARTS, INCLUDING THREADS ON BOLTS, SHAFTS ITEM 9 & 10, IMPELLER NUT IT. 19, INT. MD. CPLG IT. 11, SLEEVE NUT IT. 20, ADJ. RING IT. 50 AND BORES OF SHAFT SLEEVES ITS. 15, 16, 17 & 18, COUPLING IT. 49, IMPELLER IT. 12, END BORE OF ELBOW WARE IT. 8, ALSO SLIDING FIT BETWEEN ITEM 2 & 13, 3 & 8 AND 3 & 14 TO BE COATED WITH WYTEKOTE #505, PART NUMBER 00-337-271-051 WHEN ASSEMBLING.
7. RUN DRILL POINT .12 DEEP MAX. INTO SHAFT & IMPELLER HUB FOR SETSCREWS ITEMS 33 & 34. STAKE SCREWS TO LOCK IN PLACES.
8. ITEMS 31 & 43 ARE SETSCREWS USED TO PLUG LIFTING & JACKING SCREW HOLES, APPLY WHERE SPECIFIED. STAKE SCREWS TO LOCK IN PLACE.
9. COUPLING & IMPELLER KEYS ITS. 25 & 27 TO HAVE SLIDING FITS IN COUPLING AND IMPELLER HUBS. FIT TO BE .005 TO .008 LOOSE IN WIDTH.
10. BEFORE ASSEMBLING VARIOUS PARTS ON THE SHAFTS, CHECK ENDS OF PARTS AND SHOULDERS ON SHAFTS TO BE SURE THAT THE AREAS ARE CLEAN AND FREE OF NICKS & SCRATCHES. THESE ENDS AND SHOULDERS ARE MACHINED SQUARE WITH AXIS TO TOLERANCES OF .001 TIR. AVOID PULLING UP ON SHAFT NUTS ANY TIGHTER THAN REQUIRED TO CLOSE GAPS AND TO PREVENT END MOVEMENT OF THE PARTS HELD IN PLACE BY THE NUTS. THESE PRECAUTIONS ARE NECESSARY TO PREVENT DEFLECTIONS IN THE SHAFT.
11. (A) .750-10 CAPSCREWS ITEMS 35, 36 & 37, FASTENING ITEMS 2 TO 3, 3 TO 4, 4 TO 5, 5 TO 6, 5 TO 7, 7 TO 8 & 13 TO 14. TIGHTEN TO 70 TO 80 FT. LBS USING A TORQUE WRENCH.
- (B) 1.250-7 UNC BOLT ITEM 41, FASTENING ITEM 39 TO 6, TIGHTEN TO 375 TO 400 FT LBS USING A TORQUE WRENCH.



1.032 DRILL THRU BASE ITEM (6)
 & TAPER REAM FOR #4 MORSE TAPER DOWEL (42)
 2 HOLES - LOCATE FROM PILOT HOLES IN
 ADAPTER RING. (39)



NATE-Y

BEFORE ASSEMBLING INTO PUMP TRIAL
FIT IMPELLER CONE ITEM-13 INTO
SUCTION BELL ITEM-2. LUGS ON SUCTION
BELL MUST CLEAR GUIDE IN IMPELLER
CONE TO ASSURE SEATING OF TAPER
FIT. ALSO CHECK WITH IMPELLER CONE
ROTATED 180°. ^

CONFIDENTIAL - PROPERTY OF ALLIED-SIGNAL INC. WFO. CO. 4430 XII PLANT		NAME PUMP ASSEMBLY (78-54 YODVRM)	
UNLESS OTHERWISE SPECIFIED: 1 - PLACE DRD & ANNUAL 2 - PLACE DRD & MONTHLY 3 - PLACE DRD & MONTHLY		MATH MATCHED SURFACE MODIFIED SHORT PITCH STAINLESS BRILLIAN TO	
FOR TOLERANCES NOT SPECIFIED SEE MODIFIED SHORT PITCH STAINLESS		GRI NO. 3000	
DR. UT-8-R-72 DATE 6-8-72 BY PR-11-574		PART NO. 78-54-502-219-420	
SIZE 1/10 SCALE 1:10			



ASSEMBLY RELEASE

					PARENT ASM. PART NO.
					08-114-620-520
QTY./ASM.	U/M	ITEM NO.	COMPONENT PART NAME	CAT. NO.	COMPONENT PART NO.
YES.	EA	001	PUMP ASSEMBLY PIX		08-502-219-420
1.0	EA	002	SUCTION BELL		08-404-834-001
1.0	EA	003	DISCHARGE ELBOW		08-108-931-504
1.0	EA	004	UPPER PIPE COLUMN		08-114-626-503
1.0	EA	005	COVER PLATE		08-114-629-502
1.0	EA	006	BASE		08-502-247-001
1.0	EA	007	SHAFT TUBE		08-114-632-502
1.0	EA	008	ELBOW VANE		08-114-828-517
1.0	EA	009	SHAFT LOWER		08-404-692-068
1.0	EA	010	SHAFT UPPER		08-404-692-069
1.0	EA	011	INTERMEDIATE CFLG		08-100-475- 010 ⁰⁰²
1.0	EA	012	IMPELLER ASSY		08-114-872-510
1.0	EA	013	IMPELLER CONE		08-404-835-001
1.0	EA	014	DIFFUSER ASSY		08-114-624-543
2.0	EA	015	SLEEVE-LOWER		08-213-604-062
1.0	EA	016	SLEEVE-INTMD LO		08-213-604-063
1.0	EA	017	SLEEVE-INTMD UP		08-213-604-064
1.0	EA	018	SLEEVE STUFF BOX		08-213-604-065
1.0	EA	019	NUT IMPELLER		08-100-797-003
1.0	EA	020	NUT SLEEVE		08-103-536-035
2.0	EA	021	STUD .75		08-111-289-021
1.0	EA	022	PACKING BASE RING		08-114-901-029
1.0	EA	023	SEAL CAGE-SPLIT		08-103-427-003
1.0	EA	024	GLAND-SPLIT		08-213-462-504

01 11-14-74 ^{AB} WS

IT. 11 PART N2
WAS 08-100-475-010.

02 6-23-77AB

3/3/80

SIMILAR TO
MK-502

GPH NO. ISSUE
02

ORIG. BY JT	APPR'D. AB	RGH. WT.	FIN. WT. 30000	CAT. NO.	PARENT ASSEMBLY NAME PUMP ASSEMBLY	SHEET NUMBER 1-	PARENT ASM. PART NO. 08-114-620-520
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ASSEMBLY RELEASE

					PARENT ASM. PART NO.
					08-114-620-520
QTY./ASM.	U/M	ITEM NO.	COMPONENT PART NAME	CAT. NO.	COMPONENT PART NO.
1.0	EA	025	KEY-CPLG 1.12 X 1.12 X 5.0		08-111-854-135
5.0	EA	026	KEY-SLE .5X.5X1.0		08-111-854-077
1.0	EA	027	KEY-IMP 1.0X1.0X9.2		08-111-854-134
10.0	FT	028	PACKING .75 SQ		00-451-367-024
1.0	EA	029	O-RING .125X4.5X4.75		00-751-531-924
1.0	EA	030	WATER PIPING		08-115-286-801
24.0	EA	031	SET SCREW .75X.75		00-617-037-645
2.0	EA	032	NUT .750-10		00-631-017-112
1.0	EA	033	SET SCREW .375X.5		00-617-039-459
4.0	EA	034	SET SCREW .5X.625		00-617-039-541
44.0	EA	X 035	CAPSCREW .75X2.0		00-611-327-653
68.0	EA	036	CAPSCREW .75X2.5		00-611-327-655
28.0	EA	037	CAPSCREW .75X3.0		00-611-327-657
140.0	EA	038	NUTLOCK .750		08-209-934-019
1.0	EA	039	ADAPTER RING		08-308-648-001
2.0	EA	040	O-RING .125X8.75X9.0		00-751-531-991
8.0	EA	041	BOLT 1.250X5.5		00-611-151-527
2.0	EA	042	DOWEL #4X6 MT		00-671-149-914
2.0	EA	043	SET SCREW .750X1.25		00-617-039-649
28.0	EA	044	DRIVE SCREW 6X.25		00-615-623-120
2.0	EA	045	NAME PLATE		00-891-011-506
1.0	EA	046	CAUTION PLATE		08-105-148-003
1.0	EA	047	ROTATION PLATE		08-100-600-001

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ASSEMBLY RELEASE

					PARENT ASM. PART NO.
					08-114-620-520
QTY./ASM.	U/M	ITEM NO.	COMPONENT PART NAME	CAT. NO.	COMPONENT PART NO.
1.0	EA	048	RATING PLATE *		08-980-874-001
1.0	EA	049	PUMP HALF COUPLING		08-308-414-001
1.0	EA	050	ADJUSTMENT RING		08-308-414-004
YES.	EA	051	HANDLING & SHIP DATA		08-404-805-438
1.0	GAL	052	DIMETCOTE #6		00-311-391-105
.2	GAL	053	AMERCOAT #54		00-311-391-107
.4	GAL	054	AMERCOAT #234		00-311-391-108
.2	GAL	055	AMERCOAT #65 (FOR DIMETCOTE #6)		00-313-278-036 - - -
.2	GAL	056	AMERCOAT #9 (FOR AMERCOAT #54)		00-313-278-010 - - -
.2	GAL	057	AMERCOAT #12 (FOR AMERCOAT #54)		00-357-127-012 < - - -
.2	GAL	058	AMERCOAT #6 (FOR AMERCOAT #234)		00-313-278-011 < - - -
.2	GAL	059	AMERCOAT #12 (FOR AMERCOAT #234)		00-357-127-011 < - - -
			* STAMP ITEM 48 PER GROUP 0190		
			78X54 YDDVM PUMP		
01 11-14-74 WS 02 6-23-77AD 3/3/80 SIMILAR TO MK-502 GPH NO. ISSUE 02					
ORIG. BY	APPR'D.	RGH. WT.	FIN. WT.	CAT. NO.	PARENT ASSEMBLY NAME
JT	AB		30000		PUMP ASSEMBLY
			SHEET NUMBER	PARENT ASM. PART NO.	
			3-FINAL	08-114-620-520	



Flygt A-C Series Large Vertical Column Pumps

THE MOST ENERGY-EFFICIENT PUMPS ON THE MARKET



Flygt A-C Series Large Vertical Column Pumps

Flygt (formerly Allis Chalmers Pump, Inc.) has over 130 years of design and manufacturing experience in pumps and pumping systems. Flygt innovation has kept pace with today's demand for higher efficiency, greater reliability and state of the industry manufacturing standards. Numerous impeller designs are available in single and multiple stage configurations to cover a wide range of operating conditions to better meet your needs. Flygt designs offer industry leading efficiencies of up to 92%. The rugged heavy duty construction, cast bowl components and conservative mechanical design minimize vibration and provide for long term trouble free operation. The experience, capability, on-time delivery, support during installation/maintenance and performance of equipment has earned Flygt the reputation as one of the most reliable pump manufacturers in the world.

Flygt A-C Series vertical column pumps are custom engineered for each individual project with the materials and features to meet the project requirements. Typical applications for vertical column pumps are in Power Generation, Water & Waste Water, General Industrial, Irrigation and Flood Control. Pump sizes ranging from 24 inches up to 144+ inches in diameter allow Flygt to tailor fit the pump to meet the specific requirements of your application.

1. DRIVER PEDESTAL

Heavy duty fabrication designed with openings to provide access to the pump coupling and stuffing box.

2. STUFFING BOX

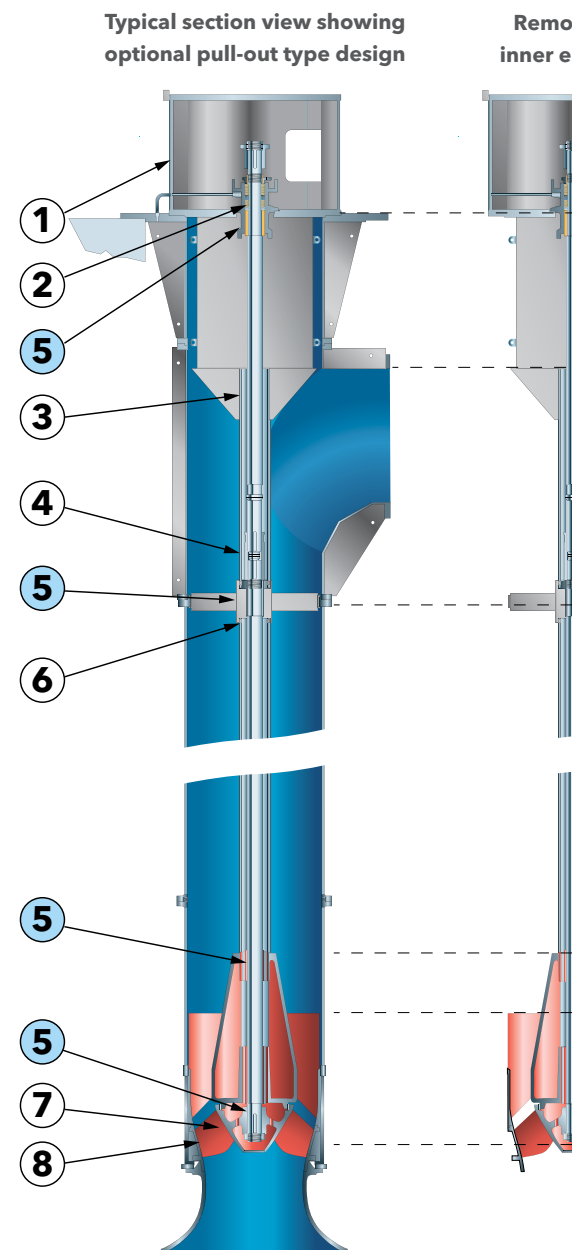
Packed with graphite impregnated PTFE material, it reduces resistance and prolongs shaft sleeve life. An easily accessible split gland simplifies packing adjustment and replacement.

3. SHAFT TUBE

Protects the shaft from the pumped fluid and provides a passage for bearing lubrication. One end of the shaft tube is provided with an o-ring sliding fit to allow for thermal expansion and for ease of disassembly and reinstallation. Pumps can also be provided without shaft tubes (open line shafting) for self lubricated applications.

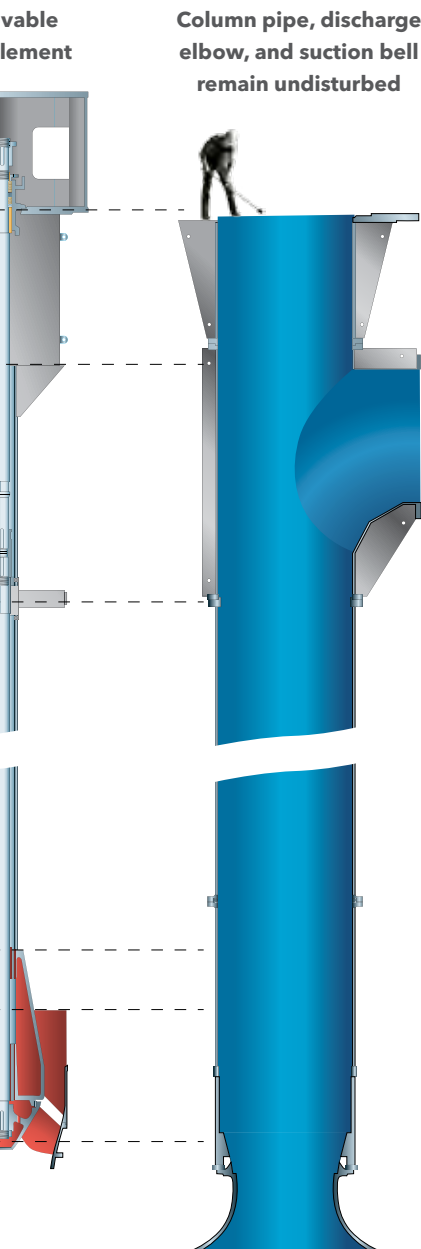
4. INTERMEDIATE COUPLING

(When required) Solid sleeve design provides a rigid transmission of power and torque through the shafts. The coupling is positively driven via coupling keys and transmits thrust loads via the split thrust ring design.

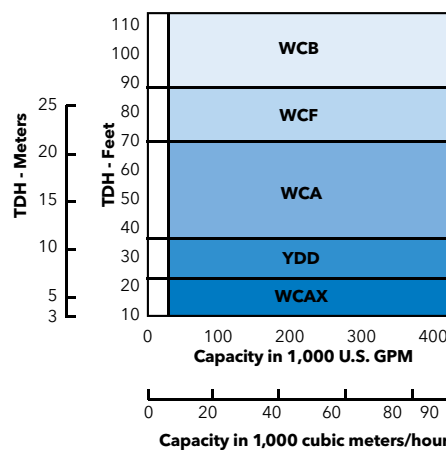


Customized Pumping Solutions

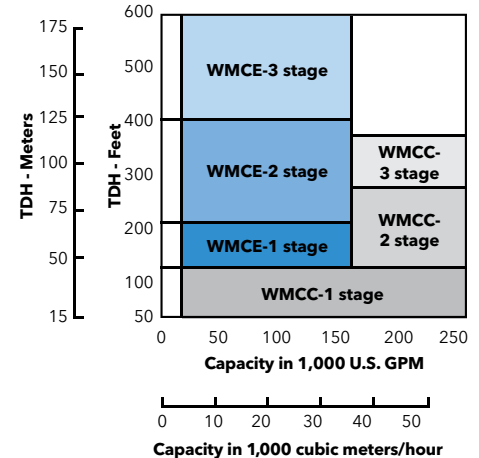
Flygt A-C Series pumps are available in above floor or below floor configurations; two floor installations, with thrust bearings in the pump or motor; and nearly unlimited material configurations. Flygt also offers the option for a true pull-out element configuration (as shown below) on our semi-enclosed impeller pumps. The pull-out design substantially reduces maintenance and downtime costs by allowing removal of the inner element without disturbing the suction bell, column pipes, discharge elbow and discharge piping. Column size for a given capacity is not affected by the "pull-out" design and there is no sacrifice in pumping performance. The sliding and conical fits assure proper alignment upon reassembly. The inner element is completely removable through the top of the pump thus eliminating the need to drain or enter the sump during maintenance. When the time comes to restore system efficiency, simply replace the wear components and your pump is ready for many more years of reliable performance.



**LOW TO MEDIUM HEAD PUMPS
RANGE CHART**



**HIGH HEAD PUMPS
RANGE CHART**



5. BEARINGS

Upper and lower bearings are rigidly mounted from the top of the pump and diffuser. The impeller is overhung from the diffuser bearing offering increased efficiency and a reduced chance of clogging. Bearing spacing is conservatively designed using a lateral critical speed analysis. When required, intermediate bearings are installed and supported via the bearing spiders which are fitted to the column pipe. Bearings are typically either fluted rubber or elastomeric sleeve type bearings designed for water lubrication. Grease lubricated bearings are an option when desired.

6. SHAFT SLEEVES

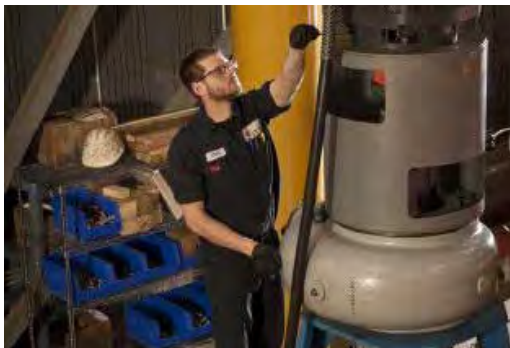
Provided at all bearing locations and the stuffing box to prevent the shaft from wearing. The hardened alloy sleeves extend service life and are designed for easy replacement.

7. IMPELLER

Single suction, mixed flow, and rugged cast construction. Impellers are cast in a single piece. The vanes are formed by accurately set cores thus assuring even thickness and vane spacing. Impellers are balanced to an ISO/ANSI G2.5 quality level.

8. IMPELLER CONE

Separately cast component of same material as impeller for long wear life and reduced downtime. Design permits economical renewal of clearances.



PERFORMANCE TESTING - with testing capabilities up to 300,000 gpm (68,000 m³/hr) the performance of your pump can be accurately verified before it leaves the factory.

CRITICAL SPEED ANALYSIS - performed on every rotor to ensure that the first critical speed is well above the pump operating speeds.

MECHANICAL DESIGN ANALYSIS - performed on every pump to determine the proper shaft size, bearing spans, wall thickness, bolting sizes & quantities, and other critical design features.

FEA & CFD ANALYSIS - in-house Finite Element Analysis and Computerized Fluid Dynamics analysis are available to ensure that there are no system resonant frequency or hydraulic concerns.

START-UP ANALYSIS - determines the optimal starting sequence between the pump, motor and control valve, and confirms the ability of the drive to start the pump under any number of possible circumstances. Available upon request.

EXPERIENCED CUSTOM DESIGNS - every order is custom designed to match the specific pump configuration, mechanical design, hydraulic requirements and materials of construction dictated by the application and the contract documents.

PUMP QUALITY - all pump components and assemblies are inspected and documented in accordance with Flygt ISO 9000 certified quality program. Any special contract requirements are incorporated into the Inspection and Test Plan developed for each contract.

MODEL TEST DATA - the high efficiency hydraulics for each pump design have been extensively model tested over the full range of impeller diameters/tilts. Model testing in a closed loop system provides accurate measurement of all pump performance characteristics along with NPSHr values, hydraulic thrust values and the development of three quadrant curves (Karman-Knapp curves).



Flygt is a brand of Xylem, whose 12,000 employees are addressing the most complex issues in the global water market.

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Pewaukee, WI 53072 U.S.A.
Phone: 262-548-8181
e-mail: flygtac@xyleminc.com

www.xyleminc.com

TECHNICAL MEMORANDUM

Electric Production: Sole Source Justification for N03 “B” Circulating Water Pump Replacement

PREPARED FOR: JEA Procurement

PREPARED BY: Kendrick Taylor

DATE: 10/14/2025

1.0 Background

Northside Unit 3 (N03) is a 540MW steam turbine that has two condensers that are cooled with river water. The original design is to have four 70,000 GPM circulating water pumps provide river water to those condensers. Any reduction in the volume of cooling water has a negative impact on the overall efficiency of the unit, and running without all circulating water pumps in service will lead to the unit being derated.

Recently the N03 “B” circulating water pump shaft failed making the pump inoperable. NGS did not have an adequate spare to replace the pump, and the unit was derated from 540MWs to 350MWs. NGS maintenance department used components from a previously failed pump to repair the N03 “B” circulating water pump, and it was put back into service. The plant needs to purchase a proper spare pump to reduce loss megawatt hours due to having a pump unavailable.

2.0 Justification

NGS currently has four circulating water pumps for N03, and all have Xylem as the OEM. The system is designed around the current pumps being interchangeable. The motors and spare parts are all able to be installed on any pump, without special modifications. Purchasing a non-OEM pump would require NGS to carry an additional \$250,000 in spare parts that would only be used on a single pump. There is also a risk of the non-OEM pump not fitting properly in the basin, and this can only be corrected by manufacturing an installation gasket specifically for the non-OEM pump.

3.0 Recommendations

It is recommended that JEA purchases a new circulating water pump from Xylem to replace a pump currently in service.

Certification of Single Source or Emergency Procurement

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

3-112 Single Source

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

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

3-113 Emergency Procurements

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

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

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

Please provide the following information:

Vendor Name:

Xylem

Description of Services or Supplies provided by Vendor:

Purchase Replacement Circulating Water Pump

Certification:

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

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

☒ **Single Source Procurement.** Please state which subsection of Section 3-112 above applies to this Single Source Procurement: 3-112 (b) - OEM Purchase. Xylem supplied the current four (4) circulating water pumps for Northside 3.
Is this Single Source also a Ratification? ☐ Yes ☒ No If yes, explain

OR

☐ **Emergency Procurement** - Please state which subsection of Section 3-113 above applies to this Emergency
Is this Emergency also a Ratification? ☐ Yes ☒ No If yes, explain

Ricky Erixton

Digitally signed by Ricky Erixton
Date: 2025.10.30 13:23:10 -0400

10/30/2925

Signature of JEA Business Unit Chief (or designee)

Ricky Erixton

Name of JEA Business Unit Chief (or designee)

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