

Welcome to the

JEA Awards Meeting

April 23, 2026, 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
April 23, 2026
225 North Pearl St., Jacksonville, FL 32202 - Hydrangea Room 1st Floor

[Teams Meeting Info](#)

Consent Agenda

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

Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	Business Unit Estimate	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term (Projected) Start Date - End Date	JSEB Participation (Y/N) If Y, then list company name(s) (% , \$ - awarded)
1	Minutes	Minutes from 04/16/2026 Meeting	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	Contract Renewal/Contract Increase	1410534046-22 - JEA Fleet Services Medium Duty Vehicle Maintenance and Repair Services	Phillips	Duval Ford	O & M	\$1,543,661.69	\$1,543,661.69	\$3,220,306.80	\$7,922,176.03	05/30/2024 - \$1,771,772.21 05/08/2025 - \$1,386,435.33	Three (3) Year w/Two (2) - 1 Yr. Renewals Start Date: 05/01/2022 End Date: 04/30/2026 One (1) Renewal Remaining	N
	<p>Originally Awarded: 04/01/2022 For additional information contact: Danielle Crawford</p> <p>This contract increase request is for maintenance and repair services for JEA's Medium Duty Vehicle Fleet. The services performed under this scope is at a minimum, preventative maintenance, corrective maintenance, yard checks, and road calls to support JEA operations.</p> <p>This Award requests a one (1) year renewal and contract increase for JEA Fleet Services Medium Duty Vehicle Maintenance and Repair Services in the amount of \$1,543,661.69 resulting in a new NTE total \$7,922,176.03. The contract increase is based on the average expenses incurred to date and the projected spending through the renewal term ending April 30, 2027. Renewal rates have increased by 2.04% compared to the current rates. This rate percentage is within the allowable Consumer Price Index (CPI) amount. This is the second rate adjustment requested, as the contract permits annual increases based on the CPI. The current rate increase has been evaluated and considered reasonable.</p>											
3	Contract Increase/Renewal	1410866446 JEA Electric Plant Valve Repair Services & Materials	Erixton	Floworks USA LP dba Severe Service Specialists Control Southern Inc	Capital, O&M	\$696,375.00	\$696,375.00 \$0.00	Floworks USA LP dba Severe Services Specialists \$490,000.00 Control Southern Inc \$210,000.00	Floworks USA LP dba Severe Services Specialists \$2,757,775.00 Control Southern, Inc. \$1,144,000.00 (No Change)	Floworks USA LP dba Severe Services Specialists 10/06/23 - \$49,000 10/12/2023 - \$1,335,000.00 12/17/2025 - \$187,400.00 Control Southern Inc 03/21/2024 - \$913,000.00	Three (3) Year w/Two (2) - 1 Yr. Renewals Start Date: 11/01/2022 End Date: 10/31/2027 No Renewals Remaining	N
	<p>Originally Awarded: 10/20/2022 For additional information: Jason Behr</p> <p>This award request seeks approval for a contract increase to Floworks USA LP dba Severe Services Specialists (Floworks) and authorization to execute the final one-year renewal for both Floworks and Control Southern, Inc. These contracts cover the repair of all manually operated, motor-operated, and air-operated valves located at JEA's electric plant facilities. Floworks serves as the primary supplier, having been the lowest bidder during the solicitation process, while Control Southern serves as the secondary supplier.</p> <p>At the time of the original award, both contracts were funded only to the available budgetary amounts, which has necessitated multiple increases throughout the contract term. In addition, there has been a modest increase in service volume, contributing to the need for additional funding. There have been no rate increases beyond the allowable CPI adjustments specified in the contracts.</p> <p>This requested increase is expected to provide sufficient funding through the remainder of the current fiscal year as well as the final renewal term. At this time, only Floworks requires a contract increase, as Control Southern maintains a sufficient remaining balance to fulfill its obligations through the end of the contract term.</p>											
4	Contract Increase	One (1) - 230 kV Delta / 27 kV 50 MVA Transformer for Nocatee	Erixton	Prolec-GE Waukesha, Inc.	Capital	\$137,186.00	\$137,186.00	\$1,178,233.00	\$1,315,419.00	N/A	Project Completion Start Date: 09/01/2022 End Date: 03/27/2026	N
	<p>Originally Awarded: 08/25/2022 For additional information: Jason Behr</p> <p>This award request is for an increase to the contract value in the amount of \$137,186.00 to accommodate price escalation. At the time of the original award, it was noted that this transformer would be subject to price adjustments through the release to manufacture. The transformer has been delivered and passed acceptance tests. This increase is for the final invoice.</p> <p>The contract provides for the design, fabrication, and delivery of one (1) 230 kV-26 kV transformer for the Nocatee T2 Substation. The scope of services includes, but is not limited to, equipment design and engineering, materials procurement, fabrication, preparation of drawings, and delivery, including offloading and setting the transformer on the pad.</p>											
5	Cooperative Purchase Agreement (OMNIA)	Chiller Replacement - Main Street Water Treatment Plant / Springfield Lab	Phillips	TRANE	Capital and O&M	\$783,352.00	\$783,352.00	N/A	\$783,352.00	N/A	Project Completion	N
	<p>For additional information contact: Eddie Bayouth</p> <p>This award request is for the purchase and associated turnkey installation, and ten (10) year service plan for the replacement of the JEA Main Street Water Treatment Plant (Springfield Lab) Chiller.</p> <p>The proposed Trane Ascend ACR330 is a direct replacement for the existing Trane unit currently installed at the facility. The replacement unit matches the existing equipment configuration, eliminating the need for chilled water piping modifications. This significantly reduces installation complexity, minimizes system downtime, and ensures continuity of cooling operations throughout the transition.</p> <p>The replacement chiller is fully compatible with JEA's existing building automation system. Selecting an alternative manufacturer would require controls redesign, integration engineering, and potential hardware upgrades — introducing unnecessary cost, risk, and project schedule delay. The Trane unit allows for a seamless transition with no additional programming or hardware modifications.</p> <p>JEA is utilizing the Cooperative Purchasing agreement between Trane and OMNIA (Contract #3341). This contract offers discounted pricing for both the chiller and installation, as well as the service agreement for the first year. By utilizing the Omnia Cooperative Purchasing agreement, JEA is realizing savings of \$34,258. Because of the competitive solicitation methods used by OMNIA, the discounted pricing of \$ 783,352.00 is considered reasonable.</p>											
6	Contract Increase	JEA Routine Hydrant Maintenance	Vu	DMD Consultants, Inc.	O&M	\$1,187,530.87	\$1,187,530.87	\$900,000.00	\$3,418,214.62	03/07/2023 - \$90,000.00 04/06/2023 - \$467,500.00 03/26/2024 - \$145,750.00 01/16/2025 - \$397,360.62 11/12/2025 - \$200,000.00 03/24/2026 - \$30,073.13	Five (5) Years w/Two (2) - One (1) Yr. Renewals No Renewals Remaining Start Date: 06/11/2020 End Date: 06/10/2027	N
	<p>Last Awarded: 01/16/2025 For additional information contact: Darriel Brown</p> <p>This award is to provide additional funding to continue utilizing DMD Consultants for the servicing of JEA owned hydrants throughout the JEA service territory. At contract start, there were over 25,000 JEA maintained hydrants and with system growth and additional recorded assets, there are now nearly 30,000 JEA-maintained hydrants, requiring 6,000 services per year to maintain our preventative maintenance schedule.</p> <p>This increase also accounts for the addition of line items added for hydrant flow testing and maintenance and the increase is projected to cover funding needs through the contract term.</p>											

Consent Agenda Action

Committee Members in Attendance	Names	Juli Crawford, Jordan Pope, Ricky Erixton
Motion by:	Jordan Pope	
Second By:	Ricky Erixton	
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	Single Source	Shinmaywa Pumps - JEA Standard	Vu	Power & Pumps Inc.	\$4,465,326.00	\$4,465,326.00	N/A	\$4,465,326.00	N/A	Three (3) Year w/Two (2) – 1 Yr. Renewals Start Date: 05/01/2026 End Date: 04/30/2029	N	Motion by: _____ Jordan Pope Second by: _____ Ricky Erixton Committee Decision: _____ Approved
For additional information contact: David King This award request is for a contract with Power & Pumps, Inc., the sole authorized distributor and service provider for ShinMaywa (America), Ltd., pumps in the Northeast Florida region. ShinMaywa pumps are an approved JEA standard and the pumps are currently used in over 400 locations including JEA lift stations and W/WW Treatment Facilities. This contract will formalize a 10% discount off list prices for new pumps. The contract will also improve administrative efficiency by eliminating the need for ongoing individual single source procurements. DISCUSSION/ACTION: What makes this a sole source? The pumps are JEA standard material that are used in our sewer collection system. Power and Pumps Inc. are the only distributor and service provider in our region for the pumps. DISCUSSION/ACTION PARTICIPANTS: Juli Crawford, Erin Ruddock												
2	Single Source	Ozonia Ultraviolet (UV) Disinfection System	Vu	Veolia Water Technologies Treatment Solutions USA Inc.	\$2,356,118.20	\$2,356,118.20	N/A	\$2,356,118.20	N/A	Five (5) Year w/Two (2) – 1 Yr. Renewals Start Date: 07/02/2026 End Date: 07/01/2031	N	Motion by: _____ Ricky Erixton Second by: _____ Jordan Pope Committee Decision: _____ Approved
For additional information contact: Darriel Brown This award request is for a contract with Veolia Water Technologies Treatment Solutions USA Inc., the original equipment manufacturer (OEM) of the Ozonia Ultraviolet (UV) Disinfection System installed at various JEA's Wastewater Treatment and Reuse Facilities. These systems are essential for the disinfection process, supporting regulatory compliance and reliable treatment operations. Proactive maintenance services and OEM replacement parts are needed to ensure continued proper operation, efficiency, and longevity of the UV disinfection equipment. The parts covered under this award include complete UV lamps, quartz jackets, lamp support assemblies, high-temperature O-rings, motor and gear assemblies, torque-limiting couplings, shaft seals, wiring harnesses, control cards, and power control center components, all specifically designed for the Ozonia UV 3X and HiCAP systems installed at JEA facilities. Utilizing OEM parts guarantees compatibility, technical expertise, and maintenance of system performance, minimizing the risk of operational disruptions or unplanned outages. The new contract reflects a 6% price increase on equipment and supplies compared to the current agreement. DISCUSSION/ACTION: Why is this award a single source? Veolia Water Technologies Treatment Solutions USA Inc. is the original Equipment manufacturer that we use at our water treatment facilities. They are also the only distributor of the replacement parts and UV bulbs. DISCUSSION/ACTION PARTICIPANTS: Juli Crawford and Erin Ruddock												

Consent and Regular Agenda Signatures

Budget	Name/Title	<u>Stephanie M. Nealy</u>
Awards Chairman	Name/Title	<u>Juli Crawford</u>
Procurement	Name/Title	<u>JRM/Colin</u>
Legal	Name/Title	<u>Mark H. Hester</u>

Award #1 - Supporting Documents 04/23/26

JEA Awards Agenda

April 9, 2026

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.

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1	Minutes	Minutes from 04/02/2026 Meeting	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	Contract Increase	1411913847 - Construction Management at Risk (CMAR) for Arlington East WRF-Reclaimed Water and Distribution Upgrades	Zammataro	Wharton-Smith, Inc	Capital	\$27,500,000.00	\$26,457,694.00	\$497,990.00	\$26,955,684.00	N/A	Project Completion Start: 04/30/2025 End: 02/28/2029	N
<p>Last Awarded: 04/08/2025</p> <p>For Additional information contact: Marline McDonald</p> <p>This contract increase request is for the early work package Guaranteed Maximan Price (GMP), which includes site clearing and rough grading, the pre purchase of long lead electrical equipment, the selection of disk filter equipment, construction of the Effluent Transfer Pump Station structure, and shoring for Effluent Transfer Pump Station / NPW Pump Station/UV Facility. Additional GMPs will be brought for approval for the remaining scope of work of the project as the design progresses. The project is being undertaken to upgrade Arlington East WRF so it can reliably supply high-quality, consistently treated water needed for future purified water facilities, meet reclaimed water demands, and comply with state requirements to eliminate non-beneficial surface water discharges. This project is being completed using the Construction Manager-at-Risk (CMAR) method. This allows for early contractor involvement in the design process and allows the procurement and site work to start before design is completed. This award request is for the first early work package to start early procurement of long-lead items and site work. Additional GMPs will be brought forward for the balance of the work once the design progresses. The estimated total construction budget for this project is approximately \$163M.</p> <p>The proposed contract increase amount is approximately \$1 million less than the 60% design estimate for the work included in this GMP. JEA project staff have reviewed the GMP and deemed it reasonable compared to similar projects.</p>												
3	Contract Increase	1411020446 Electric System Planning Future Needs Studies	Erixton	Burns & McDonnell Engineering Company, Inc.	O&M	\$825,000.00	\$825,000.00	\$1,200,000.00	\$2,025,000.00	N/A	Five (5) Years w/Two (2) 1-Yr. Renewals Start Date: 04/07/2023 End Date: 04/06/2028	N
<p>Originally Awarded: 03/30/2023</p> <p>For additional information contact: Jason Behr</p> <p>This award request is for a contract increase to the Electric System Planning Future Needs Study. The consultant was competitively selected under the original solicitation to support both long-term strategic planning and ongoing operational and regulatory studies on an as-needed basis. Funding for these efforts has since been approved for execution this fiscal year, and the current contract limit is insufficient to accommodate the full approved scope of work.</p> <p>The planned work program includes long-term electric system planning development support, an inverter compliance study at the Miller Solar PV facility, FERC-required interconnection studies for unsolicited third-party generation requests to JEA's bulk electric system, recurring CIP-014 regulatory compliance studies, a network conversion study for the College Street substation, and a potential interconnection compliance study associated with a new combined cycle unit at SJRPP. Together, these initiatives reflect a combination of recurring regulatory obligations and long-term planning efforts necessary to support system reliability, compliance, growth, and JEA's long-term development goals. Increasing the contract authorization will align the limit with the approved budget and allow all planned work to proceed without interruption.</p> <p>There have been no rate increases beyond the annual Consumer Price Index (CPI) permitted under the terms of the contract.</p>												
4	Invitation for Bid (IFB)	1412108646 SW - POW MIA Memorial Plwy - Normandy Blvd to Parkland MPS - FM	Zammataro	T B Landmark Construction, Inc.	Capital	\$2,076,400.00	\$1,623,419.22	N/A	\$1,623,419.22	N/A	Project Completion Start Date: 04/23/2026 End Date: 08/14/2027	Y RZ Services Group (Materials) - \$66,610.00 Downstream Company, Inc (Erosion Control) - \$3,700.00
<p>Advertised: 01/29/2026</p> <p>Opened: 03/24/2026</p> <p>Thirteen (13) Responses Received:</p> <p>TB Landmark Construction Inc \$1,623,419.22</p> <p>Grimes Utilities Inc \$1,676,055.51</p> <p>The Kenton Group dba Baldwin Quality Plumbing \$1,719,545.78</p> <p>TG Utility Company Inc \$1,749,179.86</p> <p>DBE Utility Services \$1,904,938.91</p> <p>Callaway Contracting, Inc. \$2,022,919.03</p> <p>United Brothers Development Corp \$2,079,713.79</p> <p>CW Matthews Contracting Co., Inc. \$2,178,400.02</p> <p>JAX Utilities Management, Inc. \$2,215,569.85</p> <p>J.B. Coxwell Contracting, Inc. \$2,375,921.01</p> <p>A.J. Johns, Inc. \$2,485,207.16</p> <p>Garney Companies, Inc. dba Garney Construction \$2,920,773.00</p> <p>Hager Construction Company \$4,599,032.53</p> <p>For additional information contact: Victoria Holloway</p> <p>This award request is to perform construction services for the POW MIA Memorial Parkway Force Main Improvements project. The Work consists of the installation of new sewer force main and gravity sewer facilities, abandonment of existing force main infrastructure, surface restoration, and all associated appurtenances and ancillary work necessary to deliver a complete and operable system. This project is necessary to provide adequate conveyance capacity for planned development west of Cecil Field by installing a cost-effective 16" force main that bypasses undersized existing gravity sewers and prevents potential overflows as growth continues.</p> <p>The bid is approximately 22% below the estimate due to lower than expected PVC pipe costs. JEA project staff have reviewed the bid and deemed it reasonable compared to similar projects.</p>												

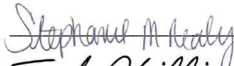
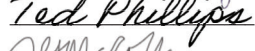
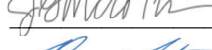

Award #1 - Supporting Documents 04/23/26

5	Invitation for Bid (IFB)	1412089846 Water/Wastewater Products for JEA Inventory Stock	Phillips	Ferguson Waterworks Fortiline Inc. Empire Pipe and Supply Company Inc. Core & Main LP, Inc.	Inventory	\$8,174,917.00	\$7,497,490.55 \$1,522,316.06 \$458,762.42 \$323,045.23	N/A N/A N/A N/A	\$7,497,490.55 \$1,522,316.06 \$458,762.42 \$323,045.23	N/A	One (1) Year w/Four (4) 1-Yr. Renewals Start Date: 04/16/2026 End Date: 04/15/2027	N																				
	<p>Advertiser: 12/17/2025 Mandatory Pre-Response Meeting: 01/05/2026 Responses Opened: 02/03/2026 Four (4) Bids Received</p> <table border="1"> <thead> <tr> <th></th> <th>Bid Total</th> <th>Items Bidded</th> <th>Items Awarded</th> </tr> </thead> <tbody> <tr> <td>Fortiline Inc.</td> <td>\$7,473,549.73</td> <td>815</td> <td>80</td> </tr> <tr> <td>Empire Pipe and Supply Company Inc.</td> <td>\$7,502,473.45</td> <td>1,218</td> <td>151</td> </tr> <tr> <td>Core & Main LP, Inc.</td> <td>\$8,747,676.43</td> <td>1,090</td> <td>142</td> </tr> <tr> <td>Ferguson Waterworks</td> <td>\$10,358,094.59</td> <td>1,656</td> <td>1,283</td> </tr> </tbody> </table> <p>For additional information contact: Darriel Brown</p> <p>The scope of these contracts covers a wide range of Water/Wastewater products for JEA inventory stock, as well as inventory needed for capital projects. A total of 1,656 stock items are being awarded, all of which are essential to Water/Wastewater operations. Award amounts are based on the lowest responsive and responsible bidder for each stock item. In addition, all 268 capital items were awarded to Ferguson because the business requested a single supplier for this group of inventory items, and Ferguson was the only respondent that provided pricing for all capital items.</p> <p>The total award amount across the four suppliers is \$9,801,614.26. These contracts are critical to supporting ongoing W/WW inventory operations and capital needs.</p>													Bid Total	Items Bidded	Items Awarded	Fortiline Inc.	\$7,473,549.73	815	80	Empire Pipe and Supply Company Inc.	\$7,502,473.45	1,218	151	Core & Main LP, Inc.	\$8,747,676.43	1,090	142	Ferguson Waterworks	\$10,358,094.59	1,656	1,283
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Motion by:	Jody Brooks																															
Second By:	Juli Crawford																															
Committee Decision	Approved																															

Regular Agenda

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1	Invitation for Bid (IFB)	1412069847 Sanitary Rehabilitation Services for Cured-in-Place Pipe (CIPP) Lining	Zammataro	GCU, LLC	\$8,000,000.00	\$20,000,000.00	N/A	\$8,000,000.00		Three (3) Years w/Two (2) 1-Yr. Renewals Start Date: 05/01/2026 End Date: 04/30/2029	N	<p style="text-align: right;">Motion by: Juli Crawford</p> <p style="text-align: right;">Second by: Jody Brooks</p> <p style="text-align: right;">Committee Decision: Approved</p>
				Inliner Solutions, LLC	\$7,000,000.00							
<p>Advertiser: 11/14/2025 Mandatory Pre-Response Meeting: 12/02/2025 Additional Mandatory Pre-Bid Meeting: 01/12/2026 Responses Opened: 02/19/2026 Five (5) Responses Received GCU, LLC - \$5,031,678.03 Inliner Solutions LLC - \$5,423,383.00 Instuform Technologies LLC - \$5,467,075.00 SAK Construction, LLC - \$5,648,550.00 Hinterland Group, LLC - \$5,826,860.00</p> <p>For additional information contact: Darriel Brown</p> <p>This award request is for Cured-In-Place Pipe (CIPP) continuing services for the cleaning, inspection, and rehabilitation of sanitary sewer pipes throughout JEA's service territory. The work consists of reconstructing pipelines and conduits by installing a resin-impregnated flexible tube that is formed tightly to the interior of the existing pipe and then cured using either hot water under hydrostatic pressure or steam pressure. These contracts are needed to support the lining of large-diameter sewer mains following a series of trunk main failures and to address additional locations identified through JEA's large-diameter pipe program.</p> <p>The recommended award is based on the three most competitive bids, and the respective award amounts are based on the budgeted spend of \$20,000,000.00 over a three-year term. GCU submitted the lowest bid and is recommended for 40% of the budgeted spend, or \$8,000,000.00, with a plan to perform the majority of small-diameter projects and lateral work. Inliner submitted the second lowest bid and is recommended for 35% of the budgeted spend, or \$7,000,000.00, with a plan to perform the mid- and large-diameter work. Instuform, the incumbent supplier, submitted the third lowest bid and is recommended for 25% of the budgeted spend, or \$5,000,000.00, with a plan to support the full range of pipe diameters and quick-turnaround jobs.</p> <p>DISCUSSION/ACTION: This item was pulled to the regular agenda so Ted Phillips could ask why the award amounts exceeded the bid responses. Seth Finnicum explained that the bid workbook requested pricing for a single year, while the \$20 million total reflects projected needs over the full three-year contract. Differences among vendors were based on anticipated use of their strengths in various pipe sizes.</p> <p>DISCUSSION/ACTION PARTICIPANTS: Ted Phillips, Seth Finnicum</p>												

Consent and Regular Agenda Signatures

Budget	Name/Title	
Awards Chairman	Name/Title	
Procurement	Name/Title	
Legal	Name/Title	

Award #2 - Supporting Documents 04/23/26

JEA Awards Agenda

May 8, 2025

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

[Teams Meeting Info](#)

Consent Agenda

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2	Contract Renewal/Contract Increase	1410534046-22 - JEA Fleet Services Medium Duty Vehicle Maintenance and Repair Services	Phillips	Duval Ford	O & M	\$1,386,435.33	\$1,386,435.33	\$3,220,306.80	\$6,378,514.34	05/30/2024 - \$1,771,772.21	Three (3) Year w/Two (2) - 1 Yr. Renewals Start Date: 05/01/2022 End Date: 04/30/2026 One (1) Renewal Remaining	N
		Originally Awarded: 04/01/2022 For additional information contact: Halley Stewart The scope of work for this contract is the maintenance and repair services for JEA's Medium Duty Vehicle Fleet. The services performed under this scope is at a minimum, preventative maintenance, corrective maintenance, yard checks, and road calls to support JEA operations. This Award requests a one (1) year renewal and contract increase for JEA Fleet Services Medium Duty Vehicle Maintenance and Repair Services in the amount of \$1,386,435.33 resulting in the new NTE total \$6,378,514.34. The contract increase is based on the average expenses incurred to date and the projected spending through the renewal term ending April 30, 2026. Renewal rates have increased by 2.8% compared to the original rates set in 2022. This rate percentage increase matches the current Consumer Price Index (CPI). This is the first rate adjustment requested, as the contract permits annual increases based on the CPI. The current rate increase has been evaluated and considered reasonable.										
3	Invitation to Negotiate (ITN)	141188747 ITN Facilities Landscaping Maintenance - Open Market	Phillips	J & D Maintenance and Services	O&M	\$6,586,300.00	\$4,492,708.80	N/A	\$4,492,708.80	N/A	Two (2) Years w/ Three (3) - 1 Yr. Renewals Start Date: 05/13/2025 End Date: 05/12/2027	J & D Maintenance and Services is a JSEB
		Advised: 12/06/2024; Mandatory Pre-Response and Site Visit: 12/16/2024; Mandatory Site Visit: 12/17/2024; Opened: 02/19/2025; Public Evaluation Meeting: 03/05/2025; Public BAFO Results Meeting: 03/12/2025 Four (4) Responses Received, Two (2) Short Listed - See BAFO pricing/score below: J & D Maintenance and Services \$4,492,708.80 (91.41 total points) Freedom Landscape and Lawn Maintenance Inc. \$3,864,527.78 (88.67 total points) For additional information contact: Halley Stewart The purpose of this Invitation to Negotiate (ITN) for Facilities Landscaping Maintenance - Open Market is to evaluate and select a vendor to provide pricing for landscape maintenance and chemical spraying and to determine the best method for JEA to procure the Work with regard to pricing, quality, and workmanship. These services must be performed in a safe manner, and the results must be aesthetically pleasing as these facilities represent JEA to our customers. The specifications require that the Company perform these maintenance activities with skilled personnel adhering to all JEA, City, County and State regulations and requirements. Work will be performed at approximately 1,990 JEA facilities located in Duval, Nassau, and St. Johns counties. These locations include exteriors of buildings, lots, lift stations, electric substations, wells, ditches, water treatment plants, communication towers, road access, fences, area around electric power lines, highway, exterior of generating plants, and trails. JEA plans to award a single contract to a Prime Vendor, with the expectation that a minimum of 80% of the work will be carried out by JSEB (Jacksonville Small and Emerging Business) entities. JEA reserves the right to award multiple contracts if it is determined to be in the best interests of JEA. JSEBs and Primes were also encouraged to submit bids for individual district/grouped Zones. JEA has historically managed multiple Facilities Landscaping Maintenance contracts across both sheltered and open markets. In cases where the originally awarded JSEB vendor was unable to fulfill service requirements, relief contracts were established. To streamline contract management, JEA consolidated these previously separate contracts into a single agreement awarded to a Prime Vendor, with an 80% JSEB participation requirement. The Prime Vendor would be responsible for overseeing subcontractors. Following a recommendation from the Awards Committee, JEA collected both lump sum (Prime) and district/grouped (Zone) pricing to encourage competition. This approach allowed JSEB firms that could not bid on the entire contract to participate while also providing flexibility to award multiple contracts if Prime vendor bids were not competitive. JEA received four initial proposals: three Prime bids and one Zone bid covering two of the three designated Zones. After evaluating these responses and comparing Prime and Zone proposals, JEA decided to move forward with the Prime contract model. The two highest-ranked Prime vendors were shortlisted for negotiations. JEA then requested a Best and Final Offer (BAFO) from the top-ranked vendor, J & D Maintenance and Services, and the second-ranked vendor, Freedom Landscape and Lawn Maintenance Inc. During the BAFO phase, J & D chose to maintain its initial pricing. Although Freedom submitted the lowest pricing and earned a higher score in the pricing evaluation category, J & D achieved the highest overall score when considering all evaluation criteria. J & D's final average score was 91.41, while Freedom Landscape scored 88.67. Both companies currently hold landscaping contracts with JEA, and J & D also has two additional relief contracts. The current eight Facilities Landscaping Maintenance contracts will expire on May 12, 2025, and will be replaced by the new Prime contract. This solicitation requires a minimum of 80% JSEB participation. J & D Maintenance and Services is a registered JSEB entity. They will be performing some of the work themselves. In addition, they have formed a coalition of other JSEB entities to perform the remainder of the work, resulting in 100% JSEB participation. Following the issuance of the notice of intent to award, Freedom Landscape filed a protest. An informal hearing was conducted, and after reviewing the submitted materials, JEA decided to uphold the original intent to award the contract to J&D Maintenance. Freedom Landscape then appealed this decision. A public hearing was held by the Procurement Appeal Board (PAB), which ultimately approved the JEA Chief Procurement Officer's decision to deny the protest and proceed with awarding the contract to J&D. The current Facilities Landscape Maintenance contracts have an average annual spend of \$2,909,005.56. The proposed J&D Maintenance contract reduces costs by 22.78% to \$2,246,354.40 for FY26. However, per-site maintenance costs increase by 48%. To meet FY25-FY27 budget goals, Facilities reduced site cuts by 51%. J & D's initial bid was 52% lower than the business unit estimate and was deemed reasonable.										
4	Invitation to Negotiate (ITN)	1411929846 ITN JEA Fleet Services Mobile Fueling	Phillips	Jacobus Energy LLC	O & M	\$6,874,920.30	\$4,810,452.19	N/A	\$4,810,452.19	N/A	Three (3) Year w/Two (2) - 1 Yr. Renewals Start Date: 07/01/2025 End Date: 06/30/2028	N
		Advised: 01/30/2025; Optional Pre-Response: 02/07/2025; Opened: 03/04/2025; Public Evaluation Meeting: 04/16/2025; Public BAFO Results Meeting: 04/24/2025 One (1) Responses Received, One (1) Short Listed - See BAFO pricing/score/rank below: Jacobus Energy, LLC. \$4,810,452.19 (89.33 total points/Ranked #1) For additional information contact: Halley Stewart The purpose of this solicitation for JEA Fleet Services Mobile Fueling is to evaluate and select a Company or Companies to provide mobile fueling services of JEA assets. The Work includes, but is not limited to, routine loading, delivering, and dispensing fuel to designated JEA sites and vehicles with #2 Dyed Diesel and Diesel Exhaust Fluid (DEF) and additional ad hoc services. Low participation was anticipated, as the existing contract, which concludes on June 30, 2025, was also awarded with only two bidders: Jacobus and Gate. Gate was disqualified due to their inability to meet the technical specifications. The primary point of concern was Gate's inability to offer sufficient support during storms and emergencies while also serving their existing client base. The contract was awarded to Jacobus. JEA approved to proceed with low participation for this solicitation, because the supply base for service providers is very limited. Jacobus is the incumbent and JEA Fleet is satisfied with their services. During the BAFO round, Jacobus opted to retain their initial response pricing. The response pricing in the amount of \$4,810,452.19 is 30% lower than the BU estimate in the amount of \$6,874,920.30. Jacobus's new annual pricing is 18.6% higher than their current contract annual pricing which was established in 2020 and has been deemed reasonable.										
5	Emergency	Emergency Repairs - Arlington East WRF On-site Cave-In	Vu	Ferreira Construction Southern Division, Inc.	Capital	N/A	\$317,164.64	N/A	\$317,164.64	N/A	Project Completion Start: 03/07/2025 End: 06/30/2025	N
		For additional information contact: David King A lateral caisson at the Arlington East WRF on-site pump station requires urgent repair. This station receives all on-site flow as well as overflow from the odor control equipment. Multiple construction companies were contacted to provide quotes to perform a repair, and only Ferreira Construction was able to provide a quote due to current project commitments. The in-situ composite sampler, previously located at the pump station, has been temporarily relocated. CCTV inspection determined that the most effective solution to the caisson is to replace the collapsed pipe. An 18-foot-deep trench was excavated to access the damaged section. During the course of construction to repair the main pipe leading into the junction manhole, a second collapsed pipe was discovered. A purchase order was issued for \$157,882.82 for the initial repairs, and later increased to the award total of \$317,164.64. The pricing submitted by Ferreira Construction was reviewed by JEA staff and deemed reasonable compared to current projects. The increased purchase order has resulted in this emergency ratification award request. Repairs are still in progress, and additional award requests may be necessary if further unforeseen issues arise.										

Award # Reporting Documents 04/23/26

6	Collaborative Procurement Agency - Sourcewell, a State of Minnesota local government unit and service cooperative Contract #120721-RVL with RapidView LLC Contract Term: Start Date 01/13/2022 through 01/17/2026 For additional information contact: Halley Stewart This award is for the purchase of one (1) Ford F350 Diesel 4x2 truck upfitted with an Underground Infrastructure camera system for the JEA WWW expansion project. JEA is utilizing the collaborative procurement contract with Sourcewell and RapidView LLC as provided in Section 3415 of the Procurement Code. Jet-Vac Equipment Company, LLC's quote for the truck upfitted with the camera system is based on RapidView LLC's contract pricing with Sourcewell. The contract pricing specifies a discount of 4% off list pricing, resulting in a total savings of \$22,478.16. This purchase is budgeted for and expected to be delivered in FY25. JEA is leveraging Sourcewell contract pricing as initiating a new bid process could interfere with ensuring delivery within FY25, when the necessary funds are available. The net-to-excess amount for this award to Jet-Vac Equipment Company, LLC is in the amount of \$550,155.84.	Collaborative Procurement Agency - Sourcewell, a State of Minnesota local government unit and service cooperative Contract #120721-RVL with RapidView LLC Contract Term: Start Date 01/13/2022 through 01/17/2026 For additional information contact: Halley Stewart This award is for the purchase of one (1) Ford F350 Diesel 4x2 truck upfitted with an Underground Infrastructure camera system for the JEA WWW expansion project. JEA is utilizing the collaborative procurement contract with Sourcewell and RapidView LLC as provided in Section 3415 of the Procurement Code. Jet-Vac Equipment Company, LLC's quote for the truck upfitted with the camera system is based on RapidView LLC's contract pricing with Sourcewell. The contract pricing specifies a discount of 4% off list pricing, resulting in a total savings of \$22,478.16. This purchase is budgeted for and expected to be delivered in FY25. JEA is leveraging Sourcewell contract pricing as initiating a new bid process could interfere with ensuring delivery within FY25, when the necessary funds are available. The net-to-excess amount for this award to Jet-Vac Equipment Company, LLC is in the amount of \$550,155.84.	Sourcewell	Phillips	Jet-Vac Equipment Company, LLC	Capital	\$550,155.84	\$550,155.84	N/A	\$550,155.84	N/A	One-Time Purchase in FY25 Start Date: 05/12/2025 End Date: 09/30/2025	N
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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) (% , S = awarded)	Action		
1	Change Order	1411536246 - McMillan St Pump Station - 42-inch Force Main Rehabilitation	Zammataro	Ferreira Construction Southern Division, Inc.	\$1,590,008.22	\$1,600,000.00	\$7,843,769.81	\$9,433,478.03	N/A	Project Completion Start: 02/22/2024 End: 08/30/2025	N	Motion by: Garry Baker		
	Deferred							Second by: Jody Brooks						
	DISCUSSION/ACTION: Deferred DISCUSSION/ACTION PARTICIPANTS:											Committee Decision: Approve to defer		
2	Contract Increase	1410703646 Progressive Design-Build Services for Production Wells	Zammataro	Jacobs Engineering Group	\$3,849,426.00	\$3,950,000.00	\$5,019,970.00	\$8,869,396.00	N/A	Five Years w/Two (2) + 1 Yr. Renewals Start: 05/31/2023 End: 05/30/2028	Y Complete Services Well Drilling, Inc (Well Drilling) • \$793,690.00	Motion by: Jody Brooks		
	Last awarded: 05/24/2023 For additional information contact: Ella Bedwell The scope of work for this project includes the design, permitting, and construction of new water production and augmentation wells to supply raw water to JEA's system using the design-build delivery method. The consultant/contractor team will provide both engineering and construction services to support the development and execution of these well projects. This contract increase specifically covers design-build construction services for the Cecil Commerce Center Well 4, as part of JEA's Progressive Design-Build Services for Production Wells contract. Additional well design/construction projects may be brought for approval in the future. The scope of the contract increase includes the installation of 125 feet of 30-inch-diameter surface casing, 420 feet of 20-inch-diameter casing, and 830 feet of open borehole. It also includes well development, logging, and testing of the completed well, which will have a total depth of 1,250 feet below land surface. In addition, the work entails clearing and constructing a new 200-foot by 200-foot raised site with an access driveway, installation of a 12-inch wellhead and concrete pad, and associated site, civil, mechanical, and electrical components. These components include a 12-inch header pipe, flowmeter, level probe, valves, electrical systems, instrumentation and controls, a 2,500 gallon-per-minute vertical turbine pump, 760 feet of 36-inch PVC, and 640 feet of 20-inch PVC raw water main. The rates for this work are consistent with those in the original contract. JEA project staff reviewed the total proposed costs and determined them to be reasonable based on comparisons with similar past JEA projects. DISCUSSION/ACTION: Clarification as requested as to why the additional scope was not taken into consideration with the original award. This is a continuing contract for Progressive design services in which the supplier is designing and building wells. The scope listed is for a new well. DISCUSSION/ACTION PARTICIPANTS: Ted Phillips, Dan Kruck											Second by: Garry Baker		
												Committee Decision: Approved		

Consent and Regular Agenda Signatures

Budget	Name/Title	<u>Stephan Mrazky</u>
Awards Chairman	Name/Title	<u>Theodore B Phillips</u> CFO
Procurement	Name/Title	<u>JAM</u>
Legal	Name/Title	<u>Rebecca Lavis</u>

Award #2 - Supporting Documents 04/23/26

JEA Awards Agenda May 30, 2023

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



[Teams Meeting Info](#)

Consent Agenda

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

Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term (Projected) Start Date - End Date	JSEB Participation (Y/N) If Y, then list company name(s) (% \$ - awarded)
1	Minutes	Minutes from 05/23/2023 Meeting	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	Contract Increase	1411282646 - Power Transformer Supply Agreements	Melendez	Protec - GE Waukesha, Inc. Hitachi Energy USA, Inc.	Capital	\$22,370,041.00 \$0.00 (No change)	Protec - GE Waukesha, Inc. - \$9,452,929.00 Hitachi Energy USA, Inc. - \$9,980,800.00	Protec - GE Waukesha, Inc. - \$31,822,970.00 Hitachi Energy USA, Inc. - \$9,980,800.00 (No change)	N/A	Seven (7) Years, w/ Two (2) - 1 Yr. Renewals	N
Item 2 Deferred											
3	Contract Increase	1411316246 - Auto Transformer Supply Agreements	Melendez	PTI Transformer LP Protec GE Waukesha, Inc.	Capital	\$15,408,400.00 \$0.00	\$3,667,500.00 \$0.00	\$19,075,900.00 \$0.00	N/A	Seven (7) Years, w/ Two (2) - 1 Yr. Renewals	N
Item 3 Deferred											
4	Contract Increase	1410534046-22 - JEA Fleet Services Medium Duty Vehicle Maintenance and Repair Services	Phillips	Doval Ford	O & M	\$1,771,772.21	\$3,220,306.80	\$4,992,079.01	N/A	Three (3) Year w/Two (2) - 1 Yr. Renewals Start Date: 05/01/2022 End Date: 04/30/2025	N
Originally Awarded: 04/01/2022 For additional information contact: Halley Stewart The scope of work for this contract is the maintenance and repair services for JEA's Medium Duty Vehicle Fleet. The services performed under this scope is at a minimum, preventative maintenance, corrective maintenance, yard checks, and road calls to support JEA operations. It should be noted that the original bid summary for this contract was in the amount of \$5,034,157.08, however the amount awarded was reduced to \$3,220,306.80. This \$1.8M reduction was based off of a \$952,634.97 average annual spend for maintenance and repair at the time of the award. The annual projection used, did not take into account the addition of new assets or supply chain issues that would require Fleet to retain older Fleet assets that would normally have been decommissioned to better support the needs of the JEA. The use of these older assets are the largest contributing factor to the required increase of this award. Rates have remained the same. This contract increase for JEA Fleet Services Medium Duty Vehicle Maintenance and Repair Services in the amount of \$1,771,772.21 is based off of the forecasted spend through the initial term ending 04/30/2025, resulting in the new NTE total \$4,992,079.01.											
5	Rescind	1411464646 Arlington East WRF Expansion Phase 2	Melendez	N/A	Capital	N/A	N/A	N/A	N/A	N/A	N/A
For additional information contact Dan Kruck: The scope of work for this project includes, but is not limited to, construction of newheadworks, electrical room, mechanical screening equipment, washing compactors, screenings discharge system, effluent splitter box, and a new booster pump station. JEA held multiple pre-bid meetings and extended out the bid timeline for this solicitation. However, JEA still only received one bid. JEA intends to issue a Request for Information (RFI) concerning this work to determine the best approach for bidding the work. This request is to rescind with the intent to re-bid in the future. All pricing will be held confidential for 12 months, or if earlier, such time as JEA provides notice of an intended decision concerning the re-issued IFB, or until JEA withdraws the re-issued IFB.											
6	Request for Proposals (RFP)	1411496846 Design Services for Nocatee North Reclaim Water Storage Tank	Melendez	McKim & Creed	Capital	\$1,058,888.00	N/A	\$1,058,888.00	N/A	Project Completion Start Date: 07/01/2024 End Date: 10/27/2027	Yes Evanilly Engineering (Electrical) - \$31,766.64 Smith Surveying Group (Survey) - \$47,649.96 Meskel & Associates Engineering (Geo/Environmental) - \$26,472.20
Advised: 11/13/2023 Opened: 01/30/2024 Three (3) Proposals Received For additional information contact: Marline McDonald The scope of work for this contract includes design services for preliminary design, final detailed design, opinion of construction cost, permitting support, engineering support during bidding, engineering services during construction, and engineering services during startup/testing of the Nocatee North Storage Tank project. This project includes a new ground storage tank with aeration, electrical power and controls, site survey services, access roads, security features, stormwater management features, site piping integration, SCA DA system and related features. Reclaimed water demands continue to increase as a result of the sustained growth within the Nocatee service area. This project increases the storage capacity of the Nocatee North Storage and Pumping Facility by adding a 3.55 Mgal pre-stressed concrete tank at the facility. The new storage tank along with the existing 3.55 Mgal tank are sized to fulfill peak reclaimed water demands for the area. McKim and Creed was evaluated as the most qualified firm for this project. Negotiations for the full scope of work and fee were completed after that determination. The hourly rates used in the pricing proposal were compared to past and current engineering rates and deemed reasonable. The overall scope and fee were reviewed by project staff and deemed reasonable compared to past projects.											
7	Rescind	1411646446 (RFP) JEA Imeson T2 Circuit 492 Underground Manhole and Duct Bank Extension	Melendez	N/A	Capital	N/A	N/A	N/A	N/A	N/A	0
Item 7 Deferred											
8	Single Source	Single Source - Ring Power TCSS Up-Fit	Phillips	Ring Power Corporation	Capital	\$319,690.32	N/A	N/A	N/A	Project Completion Start Date: 05/30/2024 End Date: 09/30/2024	N
For additional information contact: Halley Stewart In 2023, JEA Piggybacked off of the City of Tallahassee contract with Ring Power Utility Equipment for the purchase of seventeen (17) Terex stock trucks for FY23 and FY24 for JEA Fleet, six (6) of which are ready for up-fitting. As part of the mitigation strategy to address the long lead times for aerial assets (over 30 months for Terex custom aerial equipment made to JEA specifications), Fleet ordered stock units from Terex with the intention of having Ring Power, the local authorized distributor, up-fit the stock trucks with the most important and critical items in the JEA technical specification. This would reduce the lead times by 12-18 months. As an authorized distributor, the warranty is maintained provided that Ring Power completes the up-fit. Ring Power ensured that the up-fits will be completed before the end of FY24. In order to validate the pricing, JEA compared the prices from both Altec and Ring Power for up-fits to their stock units, since the items being added to the stock units from both manufacturers were very similar. The price for the Altec up-fit was approximately \$47k, while the price for the Terex up-fit was approximately \$53k. The difference in pricing can be attributed to the \$6k auto boom latch that must be installed in the Terex units but comes standard in the Altec trucks. Fleet determined that the additional cost of \$6k was reasonable, to ensure the up-fits remainder warranty. The total cost for each truck including the up-fit is \$300,394.72. Based on the similarity of the price of the up-fits from the two vendors, JEA confirms that the pricing is fair and consistent across both manufacturers. Ring Power will perform the dielectric testing which will be required due to the addition of the overhead guard. This Single Source award, approved by the Chief prior to award committee review, requests approval to complete the required up-fits on six (6) stock Terex 55' Bucket/Material Handlers. Each up-fit will cost \$53,281.72 for a total award in the amount of \$319,690.32.											

Award #2 - Supporting Documents 04/23/26

Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term (Projected) Start Date - End Date	JSEB Participation (Y/N) If Y, then list company name(s) (% - awarded)
Consent Agenda Action											
Committee Members in Attendance	Names	Joe Orfano, Ricky Erixton, David Emanuel									
Motion by:		David Emanuel									
Second By:		Ricky Erixton									
Committee Decision		Items 1, 4, 5, 6 and 8 were approved; Items 2, 3 and 7 were deferred									
Consent and Regular Agenda Signatures											
Budget	Name/Title										
Awards Chairman	Name/Title	 Deputy CFO									
Procurement	Name/Title										
Legal	Name/Title	Rebecca Lavis									

Award #2 - Supporting Documents 04/23/26

JEA Awards Agenda

May 23, 2023

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

[Teams Meeting Info](#)

Consent Agenda

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

Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term (Projected) Start Date - End Date	JSEB Participation (Y/N) If Y, then list company name(s) (%), S - awarded
1	Minutes	Minutes from 05/16/2023 Meeting	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	Piggy Back - GSA Contract GS-35F-0613W	Quisitive - Intune Deployment and Assistance	Data	Quisitive, LLC	Capital	\$347,090.00	N/A	\$347,090.00	N/A	Project Completion Start Date: 05/16/2023 End Date: 12/31/2024 (Estimated)	N
Award 2 moved to Regular Agenda as Item 1											
3	Request for Proposals (RFP)	1411644846 RFP Facilities Janitorial Service – Open Market for Downtown, Service Centers and Other Sites	Phillips	Trusted Hand Service, Inc.	O & M	\$1,101,956.12	N/A	N/A	N/A	Two (2) Years w/ Three (3) – One (1) Yr. Renewals Start Date: 06/01/2024 End Date: 05/31/2026	N
<p>Advertised: 03/29/2024 Optional Pre-Response Meeting: 04/08/2024, Ten (10) Attendees Optional Site Visit: 04/15/2024, Seven (7) Attendees Responses Opened: 04/23/2024 Seven (7) Responses Received For additional information contact: Halley Stewart</p> <p>The purpose of this Request for Proposal (RFP) solicitation for Facilities Janitorial Service – Open Market for Downtown, Service Centers and Other Sites (this "Solicitation") was to evaluate and select a vendor to provide Janitorial Services for JEA's Service Centers, and other specific additional facilities including Wellness Centers and to determine the best method for JEA to procure the Work with regard to pricing, quality, approach, and workmanship. JEA owns sites primarily in Duval County, with some additional sites in Clay, Nassau, and St. Johns Counties. The work to be performed by the Company includes all labor, supervision, materials, tools, and equipment, and reporting requirements necessary for performing the work. The Proposal Workbook represents estimated quantities and is to be used as a guideline and not a guarantee of work.</p> <p>Trusted Hand Service, Inc. was the highest evaluated, low bidder, and incumbent for these services. Contract prices will remain firm through the first year of the Contract. The Company may propose a percent adjustment thirty (30) days prior to the anniversary date, at the end of year one and at the end of the renewals, based on the percent change in the Consumer Price Index (CPI).</p> <p>The previous Janitorial Services contract included cleaning services for the JEA Tower and Customer Center, including COVID cleaning. The final renewal for the previous contract reflected a reduction in COVID cleaning and the reduction of the JEA Tower and Customer Center cleaning services as employees transitioned to the new HQ. The current solicitation does not include HQ cleaning services, these services are included in the HQ lease agreement. Current pricing is higher than the previous contract renewal primarily due to the increase in minimum wage. The new contract requires the wage rate to be no less than \$15.38 versus the previous contract included minimum wage standard of \$12.55. The award amount is approximately 8% lower than the Budget Estimate and has been deemed reasonable.</p>											
4	Request for Proposal (CCNA)	1411544246 - Substation and Transmission Design Services (CCNA)	Melendez	Burns & McDonnell Power Engineers	Capital	\$3,805,000.00 \$3,805,000.00	N/A	\$3,805,000.00 Total - \$7,610,000.00	N/A	Five (5) Years w/ Two (2) Optional One (1) Year Renewals Start Date: 06/01/2024 End Date: 05/31/2029	N
<p>Background/Recommendations: Advertised: 12/29/2023 Proposals Opened: 02/06/2024 Twelve (12) Proposals Received For additional information contact: Nickolas Dumbrose</p> <p>This bid was solicited in accord with the Florida's Consultants' Competitive Negotiation Act (CCNA). Twelve (12) bidders attended the mandatory Pro-Bid Meeting on 01/10/2024. At Response opening on 02/06/2024, JEA received twelve (12) Responses. The Responses were evaluated on Professional Staff Experience, Company Experience, and use of Jacksonville Small and Emerging Business (JSEB) program. Minimum qualification past performance references were also verified. No bidders were disqualified. Burns & McDonnell and Power Engineers are deemed the highest ranking responsible and responsive Respondents. A copy of the Bid Workbook and Evaluation Summary is attached as backup.</p> <p>This award requests Burns & McDonnell (BM) and Power Engineers (PE) to provide JEA with contract engineers to supplement the electric substation and transmission engineering design process when JEA in-house engineering resources may not meet the urgent demands or required in-service dates. JEA has specified technical expertise in the design of high voltage substation and transmission projects up to 230kV.</p> <p>JEA intends to award two (2) contracts for this scope of work. Negotiations to reduce rates upon first submittal from the vendors did not result in a reduction. We compared five (5) similar contracts to review rates and the rates submitted by Power Engineers are five percent (5%) higher on average. The rates submitted by Burns & McDonald are forty two percent (42%) higher on average. The previous contracts in which these rates were compared were with smaller firms and JEA expects Burns & McDonald a larger firm to produce quality work with less hours required. The proposed rates contained in the this Burns & McDonald award are the same rates previously awarded to Burns & McDonald for general engineering services by the awards committee on 03/21/2024.</p> <p>The awarded funds of \$7,610,000.00 will be split equally between the two contracts. The awarded funds are to be split equally because the projects that are included in this award are large and complex and require broader expertise to successfully implement. BM received the highest evaluation of its Company Experience due to its demonstration of experience in these areas.</p>											
5	Contract Increase	097-19 SSF 6 Gas Circuit Breakers	Phillips	GE Grid Solutions, LLC dba GE MDS, LLC	Capital	\$4,585,361.52	\$4,559,300.00	\$11,184,703.17	02/02/2023 \$1,440,101.50 05/14/2024 \$599,940.15	Five (5) Years, w/ Two (2) - 1 Yr. Renewals	N
<p>For additional information contact: Lynn Rix</p> <p>This request is to add funds for planned purchases related to capital projects through the original term which expires October 14, 2024. The original award amount was based on historical usage and budget estimates available at the time of the award.</p> <p>In December the lead-time increased from 2 to 2.5 years and by March it had increased dramatically to in excess of 3 years. We have been advised that the lead-times may continue to increase due to the overall market demand and is supported by an April 9 RFI sent to 3 key breaker manufacturers (Hitachi, GE, Mitsubishi). With limited capacity in the market, orders should be placed with GE expeditiously. This increase will cover the current demand for planned projects and emergency stock.</p> <p>The contract allows for price adjustments at the time of order placement based on Bureau of Labor statistics published indices, at which point prices are fixed through delivery. It should be noted that for calendar year 2024 orders, GE has requested a change order related to a proposed revision to the price adjustment clause. It is recommended for JEA to accept this for immediate needs due to lead-time constraints noted previously, but that JEA conduct a new solicitation in advance of expiration for future needs; this re-bid with the strategy of awarding multiple contracts to mitigate against delivery delays is expected to occur later this summer. The original Award and previous contract increase are attached as backup.</p>											

Award #2 Supporting Documents 04/23/26

6	Developer Agreement	The Rivertown Watersong Phase 4 Project	Melendez	Matthews & Son, Inc. Vallecourt Construction Company, Inc.	Capital	\$742,206.83	N/A	\$742,206.83	N/A	Project Completion (est February 2025)	N/A
	<p>Advertised: 09/24/2023 Pre-Response Meeting: 10/24/2023 Three (3) Responses Received For additional information contact: David King</p> <p>The Rivertown Watersong Phase 4 project is part of the Rivertown Development and includes improvements covered in the Rivertown Developer and Utility Service Agreement. The proposed pump station and force main are designed to serve 168 active adult residences with Phase 4 and an additional 151 units for Phase 5 for a total of 319 active adult residence.</p> <p>This project is developer driven, so all design and engineering was completed by the developer at their cost (no JEA funds for design). JEA Development has reviewed and approved the construction plan submittal. Per the Developer Agreement, the Developer bid the project in accordance with JEA guidelines and the work has been awarded to the highest evaluated bidder who was also the lowest cost bidder.</p> <p>The project elements are comprised of 900 feet of 6" force main and a duplex pump station. The solicitation was advertised, and a pre-bid meeting was held on 10/24/2023. Three bidders attended the prebid meeting and 3 bids were received. Vallecourt Construction Company, Inc. was the highest evaluated and lowest bid and was awarded the project. The bid is approximately 26% below the JEA estimate. The JEA estimate included the material, labor, and equipment. JEA is reimbursing in accordance with the Rivertown Developer Agreement and the bid amount is deemed reasonable.</p>										
7	Renewal	071-19 Water/Wastewater Project Support Services	Melendez	Keville Enterprises, Inc.	Capital	\$6,758,049.00	\$20,279,306.00	\$33,541,477.90	10/22/2020 - (\$1,500,000.00) 4/13/2023 - \$8,004,122.90	Five (5) Years/Two (2) - 1 Yr Renewals Start: 07/01/2019 End: 06/30/2024 1 Renewal Remaining	AREC Safety Consulting LLC (Safety) - \$884,000.00
	Deferred										

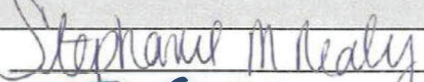



Consent Agenda Action

Committee Members in Attendance	Names Joe Orfano, Tony Long, Raynetta Marshall										
Motion by:	Raynetta Marshall										
Second By:	Tony Long										
Committee Decision	Approved										

Award #2 - Supporting Documents 04/23/26 Regular Agenda (date last updated)

Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term	JSEB Participation (Y/N) If Y, then list company name(s) (% S - awarded)	Action
2	Piggy Back - GSA Contract GS-35F-0613W	Quisitive - Intune Deployment and Assistance	Datz	Quisitive, LLC	\$347,090.00	N/A	\$347,090.00	N/A	Project Completion Start Date: 05/16/2023 End Date: 12/31/2024 (Estimated)	N	<p>Motion by: Tony Long</p> <hr/> <p>Second by: Raynetta Marshall</p> <hr/> <p>Committee Decision: Approved</p>
<p>For Additional Information contact: Angel Iosua</p> <p>This award piggybacks off the GSA Contract with Quisitive LLC, which was competitively bid in 2020 and expires on August 26, 2025.</p> <p>JEA chose to piggyback for the following guaranteed benefits. Quisitive LLC, was recommended by Microsoft as they are specialist in the space of InTune and Mobile Device Management. Quisitive LLC has also set this solution up for the City of Jacksonville and Miami-Dade county proving to be the best option in providing JEA a proven track record in delivering the scope of work to include Security, Change Management, BYOD, and Migration components. JEA is receiving the same rates as contained in the GSA contract attached as backup.</p> <p>This project request for \$347,090.00 is for professional services for Quisitive to provide InTune product deployment and assistance. As part of JEA's evolution in Mobile Device Management (MDM), Technology Services is pursuing the use of InTune which is part of JEA's current Microsoft M365 licensing. Mobile device management (MDM) software allows Technology Services administrators to control, secure and enforce policies on smartphones, tablets, and other endpoints. In addition to managing JEA issued devices, JEA is taking the next steps of integration for personal end point devices (BYOD).</p> <p>The project will include the migration from our current Mobile Device Management (MDM) solution (WorkSpace One) to Microsoft's InTune. This will allow for easier integration with the Microsoft M365 stack as well as managing the deployment of other mobile applications to support JEA. The platform configuration will also continue improvements in our security posture on mobile devices. Mobile devices allow employees to efficiently do their work from home, at the office, or on the go. While this provides flexibility and convenience, it could expose an organization to potential threats. Managing mobile devices' security and device health is vital to minimizing an organization's risk posture.</p> <p>GSA Contract Link: https://www.gsalibrary.gsa.gov/ElibMain/contractorInfo.do?contractNumber=GS-35F-0613W&contractorName=QUISITIVE+LLC&executeQuery=YES</p> <p>DISCUSSION/ ACTION: Clarification was requested on whether or not this project should be capital. It was confirmed that it is capital and the budget sheet is available to support the award item. It was requested that Budget advise if this should be Capital or O&M. Budget does not make this determination. However, Budget did verify the project and funding type availability. Confirmation was requested that software meets criteria to be Capital. It was stated that, historically, new products have been Capital, initially, then moved to O&M once established. It was requested that clarification be received from Project Accounting.</p> <p>Quisitive is helping JEA implement Microsoft InTune which is a completely new platform, we are building a new asset, and therefore it should remain capital as stated. This new InTune product is not a apple to apples replacement of our existing Workspace1 product. Per Aleisha in project accounting, This new build for Microsoft InTune is capital. We will retire Workspace1 off the books once the replacement is in-service. The capital budget allocation for this award was confirmed by Kim, Cindy, Mitch, Stephanie, and Aleisha.</p> <p>DISCUSSION/ ACTION PARTICIPANTS: Raynetta Marshall, Stephanie Neally, Nathan Woyak, Jenny McCollum, Joe Orfano</p>											

Consent and Regular Agenda Signatures

Budget	Name/Title	
Awards Chairman	Name/Title	 Deputy CFO
Procurement	Name/Title	
Legal	Name/Title	 Rebecca Lewis



Formal Bid and Award System

Award #4 April 1, 2022

Type of Award Request: INVITATION TO NEGOTIATE (ITN)
Request #: 352
Requestor Name: Hightower, Justin
Requestor Phone: (904) 665-8357
Project Title: JEA Fleet Services Medium Duty Vehicle Maintenance and Repair Services
Project Number: HEA0800
Project Location: JEA
Funds: O&M
Budget Estimate: \$2,756,754.85

Scope of Work:

The purpose of this Invitation to Negotiate (the "ITN") is to solicit pricing for the maintenance and repair services for JEA's Medium Duty Vehicle Fleet. The services that will be performed under this scope will be at a minimum preventative maintenance, corrective maintenance, yard checks, and road calls to support JEA operations. To date, there are 460 Medium Duty Vehicle assets that will be part of this program with the majority of them being Ford vehicles (418 vehicles) and the remainder Dodge vehicles (42 vehicles). During the last 36 months, the average annual spend for maintenance and repair to Medium Duty assets was \$952,634.97.

JEA IFB/RFP/State/City/GSA#: ITN 1410534046-22
Purchasing Agent: Eddie Bayouth
Is this a Ratification?: No

RECOMMENDED AWARDEE:

Name	Vendor Contact	Email	Address	Phone	Award Amount
DUVAL FORD	Chris Pace	chris.pace@duvalford.com	8050 PHILIPS HWY, JACKSONVILLE, FL 32256	904-381-6554	\$3,220,306.80

Amount for entire term of Contract/PO: \$3,220,306.80
Award Amount for remainder of this FY: \$313,085.38
Length of Contract/PO Term: Three (3) Year w/Two (2) – 1 Yr. Renewals
Begin Date (mm/dd/yyyy): 05/01/2022
End Date (mm/dd/yyyy): 04/30/2025
Renewal Options: Yes, Two (2) – One (1) Yr. Renewals
JSEB Requirement: N/A - Optional

BIDDERS:

Name	Original Amount	Original Number of Vehicle Groupings Awarded	BAFO Amount	BAFO Number of Vehicle Groupings to be Awarded
DUVAL FORD	\$5,091,643.91	3	\$5,034,157.08	3
COGGIN FORD	\$5,930,101.73	0	\$5,613,549.71	0

Background/Recommendation:

Advertised on 01/07/2022. Three (3) vendors attended the optional pre-response meeting held on 01/14/2022. At bid opening, held on 02/17/2022, JEA received two (2) Responses.

Over the past three (3) years, JEA’s Medium Duty Maintenance and Repair was performed by Coggin Ford. With the contract expiring on June 15th of this year, the JEA team which includes members from Procurement, Operations Support Services, and Fleet Services have worked together to improve the service commodity by focusing on the following areas:

- Leveraging JEA’s purchasing power through 1) grouping brand specific assets, and 2) revised maintenance forecasting
- Allowing the maintenance providers to contribute to the projected maintenance plan development

This solicitation was grouped into three (3) categories: Medium Duty Dodge, Medium Duty and Yardwork for (2) locations. Within Medium Duty Dodge and Medium Duty, projections for Ad Hoc Services to cover for storm support, upfitting/down fitting, technician support and Fleet’s Fire Extinguisher program were included in an effort to capture pricing and potential savings should the services be required. Each section was to be awarded individually to highest ranked Company. JEA evaluated both companies, based on minimum qualifications, pricing, professional experience, location, availability, and cost containment efficiencies. Duval Ford was deemed the highest overall value to JEA. The decision was made to reduce the overall BAFO Award amount to more closely align with actual requirements.

The award amount of \$3,220,306.80 was calculated by using the existing fleet makeup and the corresponding projected maintenance, both preventative and corrective, that will occur over the next three (3) year period. These numbers can fluctuate depending on actual usage of the vehicle, future fleet purchases and retirements, the severity and frequency of major repairs, along with fleet plans as part of JEA growth.

1410534046-22 - Request approval to award a contract to Duval Ford for JEA Fleet Services Medium Duty Vehicle Maintenance and Repair Services in the amount of \$3,220,306.80, subject to the availability of lawfully appropriated funds.

Manager: Justin Hightower, Manager, Fleet Services
Director: Baley Brunell – Director, Facilities & Fleet Services
VP: McElroy, Alan – VP Supply Chain & Operations Support

APPROVALS:

Stephen Datz 4/4/22
Chairman, Awards Committee Date

Laure A Whitmer 4/5/22
Budget Representative Date

Award #2 - Supporting Documents 04/23/26

Duval Ford JEA Fleet Services Maintenance & Repair Medium Duty and Yardwork Services			Coggins Ford JEA Fleet Services Maintenance & Repair Medium Duty and Yardwork Services		
Bid Group	Bid Summary	Subcontract MarkUp %	Bid Group	Bid Summary	Subcontract MarkUp %
Medium Duty Dodge	\$ 459,751.37	1%	Medium Duty Dodge	\$ -	0%
Medium Duty	\$ 3,713,129.71	1%	Medium Duty	\$ 4,480,369.79	5%
Yardwork	\$ 470,376.00	N/A	Yardwork	\$ 586,800.00	N/A
Ad Hoc Services	\$ 390,900.00	N/A	Ad Hoc Services	\$ 546,379.92	N/A
Total	\$ 5,034,157.08	N/A	Total	\$ 5,613,549.71	N/A

Award #2 - Supporting Documents 04/23/26

APPENDIX B- RESPONSE WORKBOOK DUVAL FORD			
JEA Fleet Services Medium Duty Maintenance and Repair			
Company shall submit pricing in Column B to perform corrective maintenance as described in Sections 3.3, and 3.7, of			
1. Corrective Maintenance Annual Breakout			
	Rate	Estimated Volume	Year 1
3.3 Labor, Benefits, Overhead, Indirect Shop Supplies			
3.3.1 CM Labor Rate per Hour Enter Cost Per Hour	\$ 110.00	4000	\$ 440,000.00
3.3.2 CM Labor Rate per Hour After-Hours (5pm - 6am M-F, S & S, Holidays) Enter Cost Per Hour	\$ 130.00	40	\$ 5,200.00
3.3.3 Cost Plus % Pricing for Parts (Not to exceed 20%) Enter Percent	18%	300,000	\$ 354,000.00
3.7.1 Regular Business Road Call Response & Diagnostic Fee (*Fixed Rate per Incident - Exclusive of Maintenance Costs Performed as that is Covered in Above Costs) Enter Cost Per Call			
	\$ 115.00	170	\$ 19,550.00
3.7.2 After-Hours Road Call Response & Diagnostic Fee (*Fixed Rate per Incident - Exclusive of Maintenance Costs Performed as that is Covered in Above Costs) (5pm - 6am M-F, S & S, Holidays) Enter Cost Per Call			
	\$ 135.00	35	\$ 4,725.00
3.7.3 Transportation Services Fee (*Fixed Rate per Occurrence for a One-way charge regardless of pickup or drop off location) Enter Cost Per Event			
	\$ 45.00	505	\$ 22,725.00
Subtotal			\$ 846,200.00
3.7.2 Towing Service Inbound to Shop * Direct Pass Through * Estimated Amount will be used and included for Contract Value Enter Cost Per Event			
	\$ 200.00	30	\$ 6,000.00
Subtotal			\$ 6,000.00
Year 1 Not To Exceed Cost			\$ 852,200.00
Year 2 Not To Exceed Cost			\$ 852,200.00
Year 3 Not To Exceed Cost			\$ 852,200.00

2. Preventative Maintenance Annual Breakout			
Company shall submit percent mark up for subcontracted work as described in Section 4 of Appendix A Technical			
	Rate	Estimated Volume	Year 1
Labor, Benefits, Overhead, Indirect Shop Supplies			
Cumulative PM (Carried Over from Tab)			
Year 1 Not To Exceed Cost			\$ 396,765.86
Year 2 Not To Exceed Cost			\$ 389,816.24
Year 3 Not To Exceed Cost			\$ 369,947.61

TOTAL YEAR 1 COST		\$ 1,248,965.86
TOTAL THREE (3) YEAR COST (TRANSFER THIS AMOUNT TO THE RESPONSE FORM)		\$ 3,713,129.71
4.0 Percentage of Subcontracting (Enter Percentage)	1%	

APPENDIX B- RESPONSE WORKBOOK COGGINS FORD			
JEA Fleet Services Medium Duty Maintenance and Repair			
Company shall submit pricing in Column B to perform corrective maintenance as described in Sections 3.3,			
1. Corrective Maintenance Annual Breakout			
	Rate	Estimated Volume	Year 1
3.3 Labor, Benefits, Overhead, Indirect Shop Supplies			
3.3.1 CM Labor Rate per Hour Enter Cost Per Hour	\$ 139.50	4000	\$ 558,000.00
3.3.2 CM Labor Rate per Hour After-Hours (5pm - 6am M-F, S & S, Holidays) Enter Cost Per Hour	\$ 139.50	40	\$ 5,580.00
3.3.3 Cost Plus % Pricing for Parts (Not to exceed 20%) Enter Percent	20%	300,000	\$ 360,000.00
3.7.1 Regular Business Road Call Response & Diagnostic Fee (*Fixed Rate per Incident - Exclusive of Maintenance Costs Performed as that is Covered in Above Costs) Enter Cost Per Call			
	\$ 224.25	170	\$ 38,122.50
3.7.2 After-Hours Road Call Response & Diagnostic Fee (*Fixed Rate per Incident - Exclusive of Maintenance Costs Performed as that is Covered in Above Costs) (5pm - 6am M-F, S & S, Holidays) Enter Cost Per Call			
	\$ 224.25	35	\$ 7,848.75
3.7.3 Transportation Services Fee (*Fixed Rate per Occurrence for a One-way charge regardless of pickup or drop off location) Enter Cost Per Event			
	\$ 75.00	505	\$ 37,875.00
Subtotal			\$ 1,007,426.25
3.7.2 Towing Service Inbound to Shop * Direct Pass Through * Estimated Amount will be used and included for Contract Value Enter Cost Per Event			
	\$ 225.00	30	\$ 6,750.00
Subtotal			\$ 6,750.00
Year 1 Not To Exceed Cost			\$ 1,014,176.25
Year 2 Not To Exceed Cost			\$ 1,014,176.25
Year 3 Not To Exceed Cost			\$ 1,014,176.25

2. Preventative Maintenance Annual Breakout			
Company shall submit percent mark up for subcontracted work as described in Section 4 of Appendix A			
	Rate	Estimated Volume	Year 1
Labor, Benefits, Overhead, Indirect Shop Supplies			
Cumulative PM (Carried Over from Tab)			
Year 1 Not To Exceed Cost			\$ 491,039.08
Year 2 Not To Exceed Cost			\$ 487,013.51
Year 3 Not To Exceed Cost			\$ 459,788.45

TOTAL YEAR 1 COST		\$ 1,505,215.33
TOTAL THREE (3) YEAR COST (TRANSFER THIS AMOUNT TO THE RESPONSE FORM)		\$ 4,480,369.79
4.0 Percentage of Subcontracting (Enter Percentage)	5%	

Duval Ford			
JEA Fleet Services Medium Duty Dodge Maintenance and Repair			
Company shall submit pricing in Column B to perform corrective maintenance as described in Sections 3.3, and 3.7, of			
1. Corrective Maintenance Annual Breakout			
	Rate	Estimated Volume	Year 1
3.3 Labor, Benefits, Overhead, Indirect Shop Supplies			
3.3.1 CM Labor Rate per Hour <i>Enter Cost Per Hour</i>	\$ 110.00	400	\$ 44,000.00
3.3.2 CM Labor Rate per Hour After-Hours (5pm - 6am M-F, S & S, Holidays) <i>Enter Cost Per Hour</i>	\$ 130.00	4	\$ 520.00
3.3.3 Cost Plus % Pricing for Parts (Not to exceed 20%) <i>Enter Percent</i>	18%	36,000	\$ 42,480.00
3.7.1 Regular Business Road Call Response & Diagnostic Fee (*Fixed Rate per Incident - Exclusive of Maintenance Costs Performed as that is Covered in Above Costs) <i>Enter Cost Per Call</i>	\$ 115.00	17	\$ 1,955.00
3.7.2 After-Hours Road Call Response & Diagnostic Fee (*Fixed Rate per Incident - Exclusive of Maintenance Costs Performed as that is Covered in Above Costs) (5pm - 6am M-F, S & S, Holidays) <i>Enter Cost Per Call</i>	\$ 135.00	4	\$ 540.00
3.7.3 Transportation Services Fee (*Fixed Rate per Occurrence for a One-way charge regardless of pickup or drop off location) <i>Enter Cost Per Event</i>	\$ 45.00	26	\$ 1,170.00
Subtotal			\$ 90,665.00
3.7.2 Towing Service Inbound to Shop * Direct Pass Through * Estimated Amount will be used and included for Contract Value <i>Enter Cost Per Event</i>	\$ 200.00	3	\$ 600.00
Subtotal			\$ 600.00
Year 1 Not To Exceed Cost			\$ 91,265.00
Year 2 Not To Exceed Cost			\$ 109,518.00
Year 3 Not To Exceed Cost			\$ 131,421.60

2. Preventative Maintenance Annual Breakout			
Company shall submit percent mark up for subcontracted work as described in Section 4 of Appendix A Technical			
	Rate	Estimated Volume	Year 1
Labor, Benefits, Overhead, Indirect Shop Supplies			
Cumulative PM (Carried Over from Tab)			
Year 1 Not To Exceed Cost			\$ 43,406.33
Year 2 Not To Exceed Cost			\$ 44,126.53
Year 3 Not To Exceed Cost			\$ 40,013.91

TOTAL YEAR 1 COST			\$ 134,671.33
TOTAL THREE (3) YEAR COST (TRANSFER THIS AMOUNT TO THE RESPONSE FORM)			\$ 459,751.37
4.0 Percentage of Subcontracting (Enter Percentage)	1%		

Award #2 - Supporting Documents 04/23/26

JEA Fleet Services Yard Duty Maintenance and Repair Duval Ford				
Company shall submit pricing in Column C to perform Yardwork Support as described in Sections 3.4, of Appendix A - Technical Specifications.				
Yardwork				
	Supplier Bid Priority (1-2)	Rate	Estimated Volume	Year 1
Labor, Benefits, Overhead, Indirect Shop Supplies				
Pearl St - Fixed monthly rate for 2 hours per day (travel time included for in yard coverage 6am - 8am M-F) Enter monthly rate.		\$ 4,983.00	12	\$ 59,796.00
Southside - Fixed monthly rate for 2 hours per day (travel time included for in yard coverage 6am - 8am M-F) Enter monthly rate.		\$ 4,983.00	12	\$ 59,796.00
Cost Plus % Pricing for Parts (Not to exceed 20%)		20%	\$ 31,000.00	\$ 37,200.00

TOTAL YEAR 1 COST	\$ 156,792.00
TOTAL THREE (3) YEAR COST (TRANSFER THIS AMOUNT TO THE RESPONSE FORM)	\$ 470,376.00

JEA Fleet Services Yard Duty Maintenance and Repair Coggins Ford				
Company shall submit pricing in Column C to perform Yardwork Support as described in Sections 3.4, of Appendix A - Technical Specifications.				
Yardwork				
	Supplier Bid Priority (1-2)	Rate	Estimated Volume	Year 1
Labor, Benefits, Overhead, Indirect Shop Supplies				
Pearl St - Fixed monthly rate for 2 hours per day (travel time included for in yard coverage 6am - 8am M-F) Enter monthly rate.		\$ 6,600.00	12	\$ 79,200.00
Southside - Fixed monthly rate for 2 hours per day (travel time included for in yard coverage 6am - 8am M-F) Enter monthly rate.		\$ 6,600.00	12	\$ 79,200.00
Cost Plus % Pricing for Parts (Not to exceed 20%)		20%	\$ 31,000.00	\$ 37,200.00

TOTAL YEAR 1 COST	\$ 195,600.00
TOTAL THREE (3) YEAR COST (TRANSFER THIS AMOUNT TO THE RESPONSE FORM)	\$ 586,800.00

Award #2 - Supporting Documents 04/23/26

Duval Ford			
JEA Fleet Services Maintenance and Repair AdHoc Services for Medium Duty			
Company shall submit pricing in Column B to perform Ad Hoc Services as described in Sections 5.1, 5.2, 5.3 & 5.4, of Appendix A - Technical Specifications. The estimated one (1) year quantities are to be used as guidelines and are not a guarantee of work.			
5.1 Upfitting & Downfitting			
	Rate	Estimated Volume	Year 1
Labor, Benefits, Overhead, Indirect Shop Supplies			
Hourly Service Rate (travel time not included)	\$ 100.00	380	\$ 38,000.00
5.2 Emergency/Storm Support			
	Rate	Estimated Volume	Year 1
Labor, Benefits, Overhead, Indirect Shop Supplies			
Hourly Service Rate (travel time not included)	\$ 150.00	336	\$ 50,400.00
5.3 Miscellaneous Technician Support			
	Rate	Estimated Volume	Year 1
Labor, Benefits, Overhead, Indirect Shop Supplies			
Hourly Service Rate (travel time not included)	\$ 115.00	100	\$ 11,500.00
5.4 Fire Extinguisher Program			
	Rate	Estimated Volume	Year 1
Labor, Benefits, Overhead, Indirect Shop Supplies			
Hourly Service Rate (travel time not included)	\$ 80.00	380	\$ 30,400.00
TOTAL YEAR 1 COST		\$	130,300.00
TOTAL THREE (3) YEAR COST (TRANSFER THIS AMOUNT TO THE RESPONSE FORM)		\$	390,900.00

Coggins Ford			
JEA Fleet Services Maintenance and Repair AdHoc Services for Medium Duty			
Company shall submit pricing in Column B to perform Ad Hoc Services as described in Sections 5.1, 5.2, 5.3 & 5.4, of Appendix A - Technical Specifications. The estimated one (1) year quantities are to be used as guidelines and are not a guarantee of work.			
5.1 Upfitting & Downfitting			
	Rate	Estimated Volume	Year 1
Labor, Benefits, Overhead, Indirect Shop Supplies			
Hourly Service Rate (travel time not included)	\$ 139.50	380	\$ 53,010.00
5.2 Emergency/Storm Support			
	Rate	Estimated Volume	Year 1
Labor, Benefits, Overhead, Indirect Shop Supplies			
Hourly Service Rate (travel time not included)	\$ 184.99	336	\$ 62,156.64
5.3 Miscellaneous Technician Support			
	Rate	Estimated Volume	Year 1
Labor, Benefits, Overhead, Indirect Shop Supplies			
Hourly Service Rate (travel time not included)	\$ 139.50	100	\$ 13,950.00
5.4 Fire Extinguisher Program			
	Rate	Estimated Volume	Year 1
Labor, Benefits, Overhead, Indirect Shop Supplies			
Hourly Service Rate (travel time not included)	\$ 139.50	380	\$ 53,010.00
TOTAL YEAR 1 COST		\$	182,126.64
TOTAL THREE (3) YEAR COST (TRANSFER THIS AMOUNT TO THE RESPONSE FORM)		\$	546,379.92

Award #2 - Supporting Documents 04/23/26

	BAFO Duval Ford (New Contract)		12 Month Rolling Actuals	Possible Annual Reductions	Comments /Recommendation
	One Year Average				
Overall Price BAFO Price	\$	1,678,052.10	\$	943,135.60	
Corrective Maitenance -MD Ford - 3 Year Total	\$	852,200.00			
			\$	592,040.20	
Corrective Maintenance - MD Dodge Annual - 3 Year Total	\$	110,734.87		\$ (370,894.67)	Corrective is not predictable. There is the possibility of reducing using actual numbers for the projections. Although, throughout the contract there was \$200K in invoicing that Coggin did not charge timely and wrote off of their books. They regularly stay months behind in invoicing causing our projections to be skewed.
Yard Work - 3 Year Total	\$	156,792.00	\$	55,048.85	Yardwork SSSC was suspended causing the Delta. Recommend leaving the numbers the same. The plan is to implement services back
Preventative Maintenance -3 Year Total	\$	428,025.24	\$	296,046.55	Vendor has not been focusing on OEM Services - Leave amount as is. The current contract used numbers that were over exaggerated. AD MUC was not existent on the previous contract Storm Support was added @ \$50,400 annually .
Ad Hoc	\$	130,300.00	\$		Suggest leaving amounts the same. The original contract allowed for a charge for fire extinguishers
MD Asset Count at Time of Solicitation					

Possible reduction to 3 Year Award	\$	(1,813,849.51)
New Award Amount	[\$	3,220,306.80]
New Annual Amount	[\$	1,073,435.60]
Differential New Annual vs. Current Annual	\$	130,300.00

1410534046-22 JEA Fleet Services Maintenance & Repair Medium Duty and Yardwork Services - 2025 Renewal/Increase of Rates

Bid Group	Bid Summary	Subcontract MarkUp %
Medium Duty Dodge	\$ 436,257.57	2%
Medium Duty	\$ 3,411,448.80	2%
Yardwork	\$ 93,000.00	N/A
Ad Hoc Services	\$ 401,845.20	N/A
Total	\$ 4,342,551.57	N/A

APPENDIX B- RESPONSE WORKBOOK			
JEA Fleet Services Medium Duty Dodge Maintenance and Repair			
Company shall submit pricing in Column B to perform corrective maintenance as described in Sections 3.3, and 3.7, of Appendix A - Technical Specifications. Please fill in all yellow highlighted cells in Column B, including those with estimated amounts of zero. The estimated one (1) year quantities are to be used as guidelines and are not a guarantee of work.			
1. Corrective Maintenance Annual Breakout			
	Rate	Estimated Volume	Year 1
3.3 Labor, Benefits, Overhead, Indirect Shop Supplies			
3.3.1 CM Labor Rate per Hour Enter Cost Per Hour	\$ 113.08	400	\$ 45,232.00
3.3.2 CM Labor Rate per Hour After-Hours (5pm - 6am M-F, S & S, Holidays) Enter Cost Per Hour	\$ 133.64	4	\$ 534.56
3.3.3 Cost Plus % Pricing for Parts (Not to exceed 20%) Enter Percent	20%	36,000	\$ 43,200.00
3.7.1 Regular Business Road Call Response & Diagnostic Fee (*Fixed Rate per Incident - Exclusive of Maintenance Costs Performed as that is Covered in Above Costs) Enter Cost Per Call	\$ 118.22	17	\$ 2,009.74
3.7.2 After-Hours Road Call Response & Diagnostic Fee (*Fixed Rate per Incident - Exclusive of Maintenance Costs Performed as that is Covered in Above Costs) (5pm - 6am M-F, S & S, Holidays) Enter Cost Per Call	\$ 138.78	4	\$ 555.12
3.7.3 Transportation Services Fee (*Fixed Rate per Occurrence for a One- way charge regardless of pickup or drop off location) Enter Cost Per Event	\$ 46.26	26	\$ 1,202.76
Subtotal			\$ 92,734.18
3.7.2 Towing Service Inbound to Shop * Direct Pass Through * Estimated Amount will be used and included for Contract Value Enter Cost Per Event	\$ 205.60	3	\$ 616.80
Subtotal			\$ 616.80
Year 1 Not To Exceed Cost			\$ 93,350.98
Year 2 Not To Exceed Cost			\$ 112,021.18
Year 3 Not To Exceed Cost			\$ 134,425.41
2. Preventative Maintenance Annual Breakout			
Company shall submit percent mark up for subcontracted work as described in Section 4 of Appendix A Technical Specifications. Please fill in yellow highlighted cell in Column B, below. The estimated one (1) year quantities are based on historical data to be used as guidelines and are not a guarantee of work.			
	Rate	Estimated Volume	Year 1
<u>Labor, Benefits, Overhead, Indirect Shop Supplies</u>			
<u>Cumulative PM (Carried Over from Tab)</u>			\$ 26,500.00
Year 1 Not To Exceed Cost			\$ 26,500.00
Year 2 Not To Exceed Cost			\$ 31,800.00
Year 3 Not To Exceed Cost			\$ 38,160.00
TOTAL YEAR 1 COST			\$ 119,850.98
TOTAL THREE (3) YEAR COST (TRANSFER THIS AMOUNT TO THE RESPONSE)			\$ 436,257.57
4.0 Percentage of Subcontracting (Enter Percentage)	2%		

APPENDIX B- RESPONSE WORKBOOK

JEA Fleet Services Medium Duty Maintenance and Repair

Company shall submit pricing in Column B to perform corrective maintenance as described in Sections 3.3, and 3.7, of Appendix A - Technical Specifications.

Please fill in all yellow highlighted cells in Column B, including those with estimated amounts of zero.
The estimated one (1) year quantities are to be used as guidelines and are not a guarantee of work.

1. Corrective Maintenance Annual Breakout

	<u>Rate</u>	<u>Estimated Volume</u>	<u>Year 1</u>
3.3 Labor, Benefits, Overhead, Indirect Shop Supplies			
3.3.1 CM Labor Rate per Hour Enter Cost Per Hour	\$ 113.08	4000	\$ 452,320.00
3.3.2 CM Labor Rate per Hour After-Hours (5pm - 6am M-F, S & S, Holidays) Enter Cost Per Hour	\$ 133.64	40	\$ 5,345.60
3.3.3 Cost Plus % Pricing for Parts (Not to exceed 20%) Enter Percent	20%	300,000	\$ 360,000.00
3.7.1 Regular Business Road Call Response & Diagnostic Fee (*Fixed Rate per Incident - Exclusive of Maintenance Costs Performed as that is Covered in Above Costs) Enter Cost Per Call	\$ 118.22	170	\$ 20,097.40
3.7.2 After-Hours Road Call Response & Diagnostic Fee (*Fixed Rate per Incident - Exclusive of Maintenance Costs Performed as that is Covered in Above Costs) (5pm - 6am M-F, S & S, Holidays) Enter Cost Per Call	\$ 138.78	35	\$ 4,857.30
3.7.3 Transportation Services Fee (*Fixed Rate per Occurrence for a One- way charge regardless of pickup or drop off location) Enter Cost Per Event	\$ 46.26	505	\$ 23,361.30
Subtotal			\$ 865,981.60
3.7.2 Towing Service Inbound to Shop * Direct Pass Through * Estimated Amount will be used and included for Contract Value Enter Cost Per Event	\$ 205.60	30	\$ 6,168.00
Subtotal			\$ 6,168.00
Year 1 Not To Exceed Cost			\$ 872,149.60
Year 2 Not To Exceed Cost			\$ 872,149.60
Year 3 Not To Exceed Cost			\$ 872,149.60

2. Preventative Maintenance Annual Breakout

Company shall submit percent mark up for subcontracted work as described in Section 4 of Appendix A Technical Specifications.

Please fill in yellow highlighted cell in Column B, below.

The estimated one (1) year quantities are based on historical data to be used as guidelines and are not a guarantee of work.

	<u>Rate</u>	<u>Estimated Volume</u>	<u>Year 1</u>
<u>Labor, Benefits, Overhead, Indirect Shop Supplies</u>			
Cumulative PM (Carried Over from Tab)			\$ 265,000.00
Year 1 Not To Exceed Cost			\$ 265,000.00
Year 2 Not To Exceed Cost			\$ 265,000.00
Year 3 Not To Exceed Cost			\$ 265,000.00

TOTAL YEAR 1 COST			\$ 1,137,149.60
TOTAL THREE (3) YEAR COST (TRANSFER THIS AMOUNT TO THE RESPONSE FORM)			\$ 3,411,448.80
4.0 Percentage of Subcontracting (Enter Percentage)	2%		

APPENDIX B- RESPONSE WORKBOOK

JEA Fleet Services Yard Duty Maintenance and Repair

Company shall submit pricing in Column C to perform Yardwork Support as described in Sections 3.4, of Appendix A - Technical Specifications. Please fill in all yellow highlighted cells in Columns B & C, including those with estimated amounts of zero and rank your preference order in Column B. Reference Appendix C - JEA Fleet Asset List to review all JEA vehicles that are currently assigned to each Service Center. The estimated one (1) year quantities are to be used as guidelines and are not a guarantee of work.

Yardwork

	<u>Supplier Bid Priority (1-2)</u>	<u>Rate</u>	<u>Estimated Volume</u>	<u>Year 1</u>
Labor, Benefits, Overhead, Indirect Shop Supplies				
Pearl St - Fixed monthly rate for 2 hours per day (travel time included for in yard coverage 6am - 8am M-F) Enter monthly rate.			12	\$ -
Southside - Fixed monthly rate for 2 hours per day (travel time included for in yard coverage 6am - 8am M-F) Enter monthly rate.			12	\$ -
Cost Plus % Pricing for Parts (Not to exceed 20%)			\$ 31,000.00	\$ 31,000.00

TOTAL YEAR 1 COST	\$ 31,000.00
TOTAL THREE (3) YEAR COST (TRANSFER THIS AMOUNT TO THE RESPONSE FORM)	\$ 93,000.00

Award #2 - Supporting Documents 04/23/26

APPENDIX B- RESPONSE WORKBOOK,			
JEA Fleet Services Maintenance and Repair AdHoc Services for Medium Duty			
Company shall submit pricing in Column B to perform Ad Hoc Services as described in Sections 5.1, 5.2, 5.3 & 5.4, of Appendix A - Technical Specifications. The estimated one (1) year quantities are to be used as guidelines and are not a guarantee of work.			
5.1 Upfitting & Downfitting			
	Rate	Estimated Volume	Year 1
Labor, Benefits, Overhead, Indirect Shop Supplies			
Hourly Service Rate (travel time not included)	\$ 102.80	380	\$ 39,064.00
5.2 Emergency/Storm Support			
	Rate	Estimated Volume	Year 1
Labor, Benefits, Overhead, Indirect Shop Supplies			
Hourly Service Rate (travel time not included)	\$ 154.20	336	\$ 51,811.20
5.3 Miscellaneous Technician Support			
	Rate	Estimated Volume	Year 1
Labor, Benefits, Overhead, Indirect Shop Supplies			
Hourly Service Rate (travel time not included)	\$ 118.22	100	\$ 11,822.00
5.4 Fire Extinguisher Program			
	Rate	Estimated Volume	Year 1
Labor, Benefits, Overhead, Indirect Shop Supplies			
Hourly Service Rate (travel time not included)	\$ 82.24	380	\$ 31,251.20
TOTAL YEAR 1 COST			\$ 133,948.40
TOTAL THREE (3) YEAR COST (TRANSFER THIS AMOUNT TO THE RESPONSE FORM)			\$ 401,845.20

Award #2 - Supporting Documents 04/23/26

Duval Ford Increase Analysis BPA #204499	
Original Award Date	5/1/2022
Original Expiration Date	4/30/2025
Original Award Amount	\$ 3,220,306.80
Award Increase 05/30/2024	\$ 1,771,772.21
New NTE as of 05/30/2024	\$ 4,992,079.01
Rolling 12 Mon. Avg. Spend	\$ 137,026.74
Current NTE	\$ 4,992,079.01
Committed to Date	\$ 4,684,863.78
Current CAP Excess	\$ (307,215.23)
Forecast Spend thru Current Term 04/2026	\$ 1,693,650.56
CAP Increase	\$ 1,386,435.33
New NTE thru 04/2026	\$ 6,378,514.34

FY25 Budget	\$ 1,971,371.00
FY26 Budget	\$ 1,800,000.00
FY25 Committed thru 04/30/25	\$ 1,033,014.77
FY25 Forecast 05/25 thru 09/25 (5 mos.)	\$ 705,687.73
FY26 Forecast 10/25 thru 04/26 (7 mos.)	\$ 987,962.83

Budget Sourcing - Duval Ford	
Line BL05 - Cost Center A0800 (FY25)	\$ 705,687.73
Line BL16 - Cost Center A0800 (FY26)	\$ 987,962.83
Total Award	\$ 1,693,650.56
Less Available CAP Balance	\$ (307,215.23)
Net Award CAP Increase	\$ 1,386,435.33

Award #2 Supporting Documents 04/23/2026

fund				FY26 Revised Budget	FY26 Cash Flow	FY26 Vendor
021 - Electric Operating Fund	A0800 - FLEET SVCS	2005 - FLEET VEHICLES & MOBILE EQUIPMENT	BL16	\$ 1,800,000.00		Duval Ford

fund				FY27 Revised Budget	FY27 Cash Flow	FY27 Vendor
021 - Electric Operating Fund	A0800 - FLEET SVCS	2005 - FLEET VEHICLES & MOBILE EQUIPMENT	BL16	\$1,825,000		Duval Ford

Award #2 Supporting Documents 04/23/2026

1410534046-22 ITN JEA FLEET SERVICES MEDIUM DUTY VEHICLE MAINTENANCE AND REPAIR SERVICES

Duval Ford Increase Analysis BPA #204499	
Original Award Date	5/1/2022
Original Expiration Date	4/30/2025
Original Award Amount	\$ 3,220,306.80
Contract Term (Mos.)	36
First One (1) Year Renewal Effective Date	4/30/2025
One (1) Year Renewal Term (Mos.)	12
Second One (1) Year Renewal Effective Date	4/30/2026
Second One (1) Year Renewal Term (Mos.)	12
Award Increase 05/30/2024	\$ 1,771,772.21
New NTE as of 05/30/2024	\$ 5,084,058.01
Award Increase 05/08/2025	\$ 1,386,435.33
New NTE as of 05/08/2025	\$ 6,470,493.34
Rolling 12 Mon. Avg. Spend	\$ 137,016.69
Current NTE	\$ 6,378,514.34
Committed to Date	\$ 6,228,649.78
Current CAP Excess	\$ (149,864.56)
Forecast Spend thru Current Term 04/2027	\$ 1,693,526.25
CAP Increase	\$ 1,543,661.69
New NTE thru 04/2027	\$ 7,922,176.03

FY26 Budget	\$ 1,800,000.00
FY27 Budget	\$ 1,825,000.00
FY26 Committed thru 02/28/25	\$ 1,644,200.24
FY26 Forecast 05/26 thru 09/26 (5 mos.)	\$ 705,635.94
FY26 Forecast 10/26 thru 04/27 (7 mos.)	\$ 987,890.31

Budget Sourcing - Duval Ford	
Line BL16 - Cost Center A0800 (FY26)	\$ 705,635.94
Line BL16 - Cost Center A0800 (FY27)	\$ 987,890.31
Total Award	\$ 1,693,526.25
Less Available CAP Balance	\$ (149,864.56)
Net Award CAP Increase	\$ 1,543,661.69

Award #2 Supporting Documents 04/23/2026

Sum of Amount	Column Labels													Grand Total
Row Labels	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total	
DUVAL FORD	\$ 570,618.56	\$ 599,170.27	\$ 563,240.91	\$ 484,283.25	\$ 454,293.48	\$ 425,111.58	\$ 507,523.67	\$ 511,977.04	\$ 468,912.27	\$ 533,063.79	\$ 497,567.71	\$ 612,887.25	\$ 6,228,649.78	
2022						\$ 14,325.80	\$ 72,596.11	\$ 106,661.82	\$ 88,209.08	\$ 73,267.01	\$ 111,258.15	\$ 157,236.01	\$ 623,553.98	
2023	\$ 125,845.92	\$ 126,742.18	\$ 146,889.08	\$ 114,370.96	\$ 178,938.99	\$ 120,104.18	\$ 157,472.83	\$ 165,110.60	\$ 160,715.93	\$ 118,976.75	\$ 141,333.57	\$ 176,461.62	\$ 1,732,962.61	
2024	\$ 183,200.79	\$ 170,586.90	\$ 128,085.71	\$ 202,152.86	\$ 141,530.16	\$ 148,268.63	\$ 100,572.15	\$ 131,265.04	\$ 89,670.18	\$ 172,748.04	\$ 115,165.68	\$ 116,843.56	\$ 1,700,089.70	
2025	\$ 156,984.05	\$ 157,214.78	\$ 177,558.19	\$ 131,673.20	\$ 133,824.33	\$ 142,412.97	\$ 176,882.58	\$ 108,939.58	\$ 130,317.08	\$ 168,071.99	\$ 129,810.31	\$ 162,346.06	\$ 1,776,035.12	
2026	\$ 104,587.80	\$ 144,626.41	\$ 110,707.93	\$ 36,086.23									\$ 396,008.37	
Grand Total	\$ 570,618.56	\$ 599,170.27	\$ 563,240.91	\$ 484,283.25	\$ 454,293.48	\$ 425,111.58	\$ 507,523.67	\$ 511,977.04	\$ 468,912.27	\$ 533,063.79	\$ 497,567.71	\$ 612,887.25	\$ 6,228,649.78	

Total Committed to Date	\$ 6,228,649.78
Rolling 12 Mon. Avg. Spend	\$ 137,016.69

Current NTE	\$ 6,378,514.34
Committed to Date	\$ 6,228,649.78
Current CAP Overage	\$ (149,864.56)
Forecast Spend thru 04/2027	\$ 1,693,526.25
CAP Increase	\$ 1,543,661.69
New NTE thru 04/2027	\$ 7,922,176.03

*Forecast includes a 3% CPI Increase for Second 1 Year Renewal

Award #3 - Supporting Documents 04/23/26

JEA Awards Agenda October 12, 2023

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

[Teams Meeting Info](#)

Consent Agenda

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

Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term	JSEB Participation (Y/N) If Y, then list company name(s) (%; \$ - awarded)
1	Minutes	Minutes from 10/05/2023 Meeting	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	Invitation for Bid (IFB)	1411282246 - IFB - Design, Permitting, Construction, and Installation of Fiber Ring - JEA JTA Bay Street Corridor	Datz	CBVR Telecom Design Group	Capital	\$5,450,000.00	N/A	\$5,450,000.00	N/A	Project Completion (Estimated Completion Spring 2025)	N
<p>Advertised: 07/12/2023 Proposals Opened: 08/08/2023 One (1) Proposal Received For additional information contact: Nickolas Dambrose</p> <p>Four (4) bidders attended the optional Pre-Bid Meeting on 07/18/2023. JEA typically has a difficult time getting high participation for fiber optic work. To understand reasons for low participation, JEA sought correspondence with other potential bidders. One supplier responded that the complexity of this project and JEA's collaboration with JTA was undesirable. Another supplier declined to participate because of its existing workload. No additional feedback was given in response to JEA's inquiries. After review, CBVR Telecom Design Group (CBVR) is deemed to be the lowest responsive and responsible Bidder.</p> <p>This award requests CBVR to provide JEA with a fiber ring installation in Downtown Jacksonville consisting of a continuous fiber path running from TIAA Bank Field to the JTA hub building at the southeast intersection of N. Jefferson St. and W. Bay St. The project is expected to be a full turnkey design-build installation. When completed this award will provide fiber connectivity to support the Urban Circulator project (JTA Autonomous Vehicles) in addition to JEA's grid resiliency and innovation efforts.</p> <p>This award is \$300,000 more than the business unit estimate; however, JEA has solicited additional funding and will fully fund this award through completion in 2025. The award amount includes specified liquidated damages for failure to achieve timely completion of the work. JEA also specified that the cost of payment and performance bonds were included in the pricing solicitation for this award.</p>											
3	Single Source	Single Source - Oracle C2M Licenses and Support Renewal	Selders	Oracle America, Inc.	O&M	\$872,127.58	N/A	\$872,127.58	N/A	One (1) Year Start Date: 10/1/2023 End Date: 09/30/2024	N/A
<p>For additional information: Nickolas Dambrose</p> <p>In 2019, JEA transitioned Oracle's Customer Information System (CIS) Solution from Customer Care & Billing (CC&B) to its new improved CIS solution: Customer to Meter (C2M) for better centralized management of customer data to support JEA's critical business drivers.</p> <p>This request in the amount of \$872,127.58 is for a one (1) year renewal of software licensing and support of Oracle's C2M system through the end of September 2024. This award request maintains the same licensing as previously awarded.</p> <p>The C2M is composed of several key modules and functions now integrated in a single integrated solution, they modules are: 1. Customer Care and Billing (CC&B) 2. Meter Data Management (MDM) 3. Smart Grid Gateway Overview (SGG) 4. Service Order Management (SOM) 5. Operational Device Management (ODM) 6. Information Lifecycle Management (ILM) 7. Program Management (PM) 8. Oracle Utility Analytics (OUA)</p> <p>The proposed licensing and support cost of \$872,127.58 includes a 90% discount off Oracle list price on the renewal licenses. When compared to prior licensing prices, JEA is paying 3% higher than the previous licensing term.</p>											
4	Single Source	Single Source - Oracle E-Business Suite (EBS) Oracle Databases, Middleware, and Hardware w/ Maintenance and Support	Selders	Oracle America, Inc.	O&M	\$2,459,816.01	N/A	\$2,459,816.01	N/A	"One (1) Year Begin: 10/1/2023 End: 09/30/2024"	N/A
<p>For additional information: Nickolas Dambrose</p> <p>JEA began purchasing Oracle's technical maintenance support services for Oracle's E-Business Suite (EBS), Oracle Databases, Middleware and Hardware in the mid-1990s. Oracle's EBS suite of applications are used for JEA's back-office processes including, but not limited to, Financials (General Ledger, Projects Costing, Accounts Payable, Receivables), Human Resources (HR Core, Payroll, Benefits, Timecards) and Supply Chain (Purchasing, iProcurement, Warehouse Mgmt, Inventory). A few of the specific ways JEA utilizes Oracle support include incident restorations, searching for solutions, downloading patches and updates, accessing proactive support tools, and creating service requests.</p> <p>The Awards Committee has approved maintenance and support of these single source licenses since the initial time of purchase.</p> <p>This request is for a one (1) year renewal of Oracle support from 10/01/2023 to 09/30/2024. The proposed licensing and support cost of \$2,459,816.01 maintains the same licensing and support as previously awarded. When compared to prior licensing prices, JEA is paying 4% higher than the previous licensing term. This was the lowest increase JEA was able to negotiate. JEA may consider a longer term award at the conclusion of this award to try to leverage a better rate once the below mentioned items are completed.</p> <p>Upon completion of this award, JEA intends to discontinue several line items from future renewals of this contract as a result of its migration to Oracle Cloud Infrastructure (OCI). JEA decided to migrate to OCI to use Oracle owned hardware (servers) to host all of JEA's Enterprise Resource Planning (ERP) Applications. This decision eliminates the need for JEA to maintain an aging/expensive Exadata/Exalogic servers.</p>											
5	Contract Increase	1410866446 JEA Electric Plant Valve Repair Services & Materials	Erixton	Floworks USA LP dba Severe Service Specialists Control Southern, Inc.	Capital, O&M	\$1,335,000.00	Floworks USA LP dba Severe Services Specialists \$490,000.00 Control Southern \$210,000.00	Floworks USA LP dba Severe Services Specialists \$1,874,000.00 Control Southern, Inc. \$210,000.00 (no change)	Floworks USA LP dba Severe Services Specialists 10/06/23 - \$49,000	Three (3) Year w/ Two (2) - 1 Yr. Renewals	N
<p>Originally Awarded: 10/20/2022 For additional information: Jason Behr</p> <p>This contract is for the valve inspection and repair services at all JEA Electric Plant facilities. Rather than awarding to the full award, it was originally awarded to the budget to Flotech, LLC (now Floworks USA LP dba Severe Service Specialists) for \$490,000.00, and Control Southern Inc. for \$210,000.00.</p> <p>For this increase, JEA is increasing the amount awarded to Flotech by \$1,335,000.00 to cover the services required for the remainder of the contract term. The secondary supplier, Control Southern Inc. is not receiving an increase at this time.</p>											

Award #3 - Supporting Documents 04/23/26

Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term	JSEB Participation (Y/N) If Y, then list company name(s) (% - awarded)
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Consent Agenda Action

Committee Members in Attendance	Names	<u>Ted Phillips, Laura Schepis, David Emanuel</u>
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Motion by:	Laura Schepis
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Second By:	David Emanuel
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Committee Decision	Approved
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Consent and Regular Agenda Signatures

Budget	Name/Title	<u>Stephanie M Healy</u> Manager, CBP
Awards Chairman	Name/Title	<u>Theodore B Phillips</u> CFO
Procurement	Name/Title	<u>JAMM</u> CPO
Legal	Name/Title	<u>Rebecca Lavis</u>



Formal Bid and Award System

Award #6 October 20, 2022

Type of Award Request: REQUEST FOR PROPOSALS (RFP)
Request #: 533
Requestor Name: Ford, Raymond J. - Project Cost Specialist Senior
Requestor Phone: 904-665-4758
Project Title: Valve Repair Services
Project Number: See Attachment
Project Location: JEA
Funds: Capital & O&M
Budget Estimate: \$700,000.00 (Awarding to Budget)

Scope of Work:

The scope of work includes furnishing all supervision, labor, material, tools, equipment, consumables, and subcontracts as necessary to disassemble, clean, inspect, repair, and reassemble the valves. This contract is for the repair of all manually operated valves, motor-operated and air operated valves located at JEA's Electric Plant facilities. This technical specification sets forth the general and specific requirements for repair of each valve type.

JEA IFB/RFP/State/City/GSA#: 1410866446
Purchasing Agent: Lovgren, Rodney D.
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
FLOTECH, LLC	John Allen	jallenjr@flotech.inc	136 Eastport Road, Jacksonville, FL 32218	(904) 265-9734	\$490,000.00
CONTROL SOUTHERN INC.	Kara Coker		3850 Lakefield Drive, Suwanee, GA 30024	(770) 776 – 8091	\$210,000.00

Amount for entire term of Contract/PO: \$700,000.00
Award Amount for remainder of this FY: \$271,000.00
Length of Contract/PO Term: Three (3) Year w/ Two (2) – 1 Yr. Renewals
Begin Date (mm/dd/yyyy): 11/01/2022
End Date (mm/dd/yyyy): 10/31/2025
Renewal Options: Yes - Two (2) – 1 Yr. Renewals
JSEB Requirement: N/A - Optional

BIDDERS:

Name	Amount
FLOTECH, LLC	\$1,430,725.00
CONTROL SOUTHERN INC.	\$1,753,400.00

Background/Recommendations:

Advertised on 08/30/2022. Three (3) contractors attended the optional pre-bid meeting held on 09/08/2022. At Bid opening on 09/29/2022, JEA received two (2) Bids. Historically JEA has not be able to receive more than two (2) bids for this service, without pushing work under GC contracts or under larger outage services companies, which tends to drive up costs. Flotech LLC and Control Southern Inc. are the lowest responsive and responsible Proposers. A copy of the Bid Form and Workbook are attached as backup.

Services Contracts are awarded to budget. Bids for services contracts have forecasts based on historical consumption and the previous contract spend was approximately \$517K annually. JEA expects to return to the awards committee as necessary to fund the contract. Rates are fixed for the term of the agreement. The aggregate average rate increase compared to the previous contract rates is eight percent (8%).

1410866446 – Request approval to award a contract to Flotech LLC (\$490,000.00) and to Controls Southern Inc. (\$210,000.00) for valve repair services, for a not to exceed amount of \$700,000.00, subject to the availability of lawfully appropriated funds.

Manager: Curtright, David M.- Mgr Energy Production Maintenance
Sr. Manager: Pruitt, Chris N. - Sr Mgr Generation Support
Director: Limbaugh, Margaret Z. - Dir Energy Production
VP: Erixton, Ricky D. VP – Electric Systems

APPROVALS:

Hai X. Vu _____ 10/20/2022

Vice Chairman, Awards Committee **Date**

Stephanie M Healy _____ 10/20/2022

Budget Representative **Date**



Formal Bid and Award System

Award #2 August 25, 2022

Type of Award Request: REQUEST FOR PROPOSAL (RFP)

Requestor Name: Roh, Mir

Requestor Phone: (904) 665-5887

Project Title: One (1) – 230 kV Delta / 27 kV 50 MVA Transformer,
Nocatee

Project Location: JEA

Project Number: 8007832

Funds: Capital

Award Estimate: \$ 1,161,535.00

Scope of Work:

JEA is soliciting Bids for the equipment design, fabrication, and delivery of one (1) one 230kV - 26 kV transformer for the Nocatee T2 - Substation (the "Work" or "Services").

The scope of services the company will provide includes, however, is not limited to:

- Equipment Design
- Equipment Engineering
- Materials procurement
- Fabrication
- Drawings
- Delivery - Offload & Set on the pad

JEA IFB/RFP/State/City/GSA#: 1410795646

Purchasing Agent: Lovgren, Rodney D.

Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Address	Phone	Amount
PROLEC-GE WAUKESHA, INC.	Marianna Escobedo	Mariana.escobedo@prolec.energy.com	262-446- 8499	\$1,178,233.00

Amount for entire term of Contract/PO: \$1,178,233.00

Award Amount for remainder of this FY: \$0

Length of Contract/PO Term: Project Completion

Begin Date (mm/dd/yyyy): 09/01/2022

End Date (mm/dd/yyyy): Project Completion (Estimate 5/15/2025)

JSEB Requirement: N/A - Specialty Services

BIDDER:

Name	Unit Price	Evaluated Price
PROLEC-GE WAUKESHA, INC.	\$1,178,233.00	\$1,407,883.00
PTI TRANSFORMERS LP	\$1,609,400.00	\$1,736,000.00
DELTA STAR	\$2,288,520.00	\$2,670,020.00

Background/Recommendations:

Advertised on 07/05/2022. At response opening on 08/09/2022, JEA received three (3) Proposals. The evaluation is based 100% on the evaluated price (which takes into account load losses and lead time). Prolec-GE Waukesha, Inc. was deemed the lowest priced responsible and responsive Proposer. A copy of the Bid Form and Bid Workbook is attached as backup.

The Bidders submit their unit price (actual equipment price) and are evaluated on an evaluated price, which takes into account load losses and lead time to determine the Awardee. The load losses are determined by the equipment designer and input into a cost of ownership calculation, the lead time calculation was based on supplier lead time and a price/month calculation to arrive at the evaluated price.

The Award amount is 1.4% above the Budget Estimate. It is also noted this transformer has price adjustment through the release to manufacture. JEA understands this not the best-case scenario for procurements, however, market indices are used and 50% of the price is subject to price adjustment. For reference, the 2021 PPI for Large Specialty transformers was up approximately 30% in 2021 and price is deemed reasonable.

1410795646 - Request approval to award a contract to Prolec-GE Waukesha, Inc. for the supply of 1, 50 MVA transformer for the Nocatee Substation in the amount of \$1,178,233.00, subject to the availability of lawfully approved funds.

Manager: Hamilton, Darrell D. - Mgr Transmission and Substation Projects
Director: Acs, Gabor – Sr. Dir. Engineering & Projects
VP: Erixton, Ricky D. - VP Electric Systems

APPROVALS:

Stephen Datz 8/25/2022

Chairman, Awards Committee **Date**

Stephanie M Realy 8/25/2022

Budget Representative **Date**

1410795646 Nocatee 230-26 kV T2 Addition (BIDDER SHALL FILL IN YELLOW CELLS)

GE - Prolec Waukesha Inc

#	Transformer	Transformer Description	Unit Price (Base Price)	Guaranteed No-Load Losses		Guaranteed Load Losses		Guaranteed Auxiliary Losses		Evaluated Unit Price (Total Evaluated Bid Price)
				kW	Amount	kW	Amount	kW	Amount	
1	Nocatee T2 Addition	230 - 26 KV three phase transformer	\$ 1,178,233.00	22	\$5,000	115.5	\$1,000	8.3	\$500	\$1,407,883

MATERIALS AND SERVICE OPTIONS PRICING (BIDDER SHALL FILL IN YELLOW CELLS)

#	Material / Service Option	Description of Work	Unit Price	Qty	Payment Terms		Cashflow	
1	Field Service Technician	3 days of service during time period Monday - Friday, including travel and per diem.	\$ 7,325.00	1 Lot	5%	AOA	FY22	
2	Additional Optional Training	5 days of training, including travel, per diem	\$ 10,255.00	1 Lot	10%	Design Approval	FY23	\$58,911.65
3	In and Out Costs	Move in and out of Storage	\$ -	1 Lot	60%	RTM	FY24	\$117,823.30
4	Storage Costs	If Delivery delayed > 30 days from Ready to Ship. Delivery delays < 30 days shall be absorbed by the Company	\$ -	Per Month	20%	Delivery	FY25	\$1,001,498.05
5	Critical Spare Parts	One (1) HV bushing	\$ 3,600.00	each	5%	Acceptance		\$1,178,233.00
6	Critical Spare Parts	One (1) LV bushing	\$ 1,900.00	each		Lead Time 960		
7	Critical Spare Parts	One (1) fan	\$ 711.00	per assembly		Delivery 4/11/2025	30%	\$353,469.90

waukesha[®]

JEA

Prolec GE Waukesha Quotation 70011981

08/09/2022

REV.	DESCRIPTION
0	Initial Release

CREATED BY
Mariana Escobedo

DATE
08/09/2022





Quotation # 70011981
08/09/2022

Prolec-GE Waukesha, Inc. Quotation

08/09/2022

JEA
21 WEST CHURCH STREET
JACKSONVILLE, FL 32201

Inquiry	Nocatee T2 Addition
Quote Number	70011981
Specification Document(s)	TECH SPEC 50 MVA



TEAM CONTACT INFORMATION

Channel Partner Richard DeLizza Electric Sales Associates TEL 954-385-8885 FAX 954-385-3266 richardd@electricsalesinc.com	Application Engineer Mariana Escobedo Prolec-GE Waukesha, Inc. TEL 262-446-8449 FAX 262-521-0198 mariana.escobedo@prolec.energy	Product Sales Specialist Matthew Webb GE Grid Solutions TEL 919-330-7705 FAX matthew.webb@ge.com	Proposal & Order Coordinator Meredith Adams Prolec-GE Waukesha, Inc. TEL 919-580-3255 FAX 262-521-0198 meredith.adams@prolec.energy
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QUOTE SUMMARY

Item Number	10
Price Per Unit	\$1,178,233.00
Quantity	1
Warranty	Prolec GE Waukesha's 5 Year Power Transformer Warranty
Rating Information	30/40/50 MVA, ONAN/ONAF/ONAF 3 Phase, 60 Hz., 65 Degree C rise 230 kV DELTA To 27 kV GRDY with UZD Reduced Capacity LTC
Ship To Destination	Jacksonville, FL
Ship To Location	Address or To Be Determined

If the Ship To Location is not known as of the bid issue date, then the quoted freight and rigging costs may be subject to adjustment based upon final delivery location.

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Quotation # 70011981
08/09/2022

Shipment Lead Time

30-32 months after Waukesha Order Acknowledgment issue date, subject to plant loading at the time of receipt of order.

Please consult the Channel Partner, Application Engineer or Product Sales Specialist identified in the CONTACT INFORMATION shown in this quotation if an alternate lead time is preferred.

Please advise Application Engineer or Product Sales Specialist identified in the CONTACT INFORMATION shown in this quotation if a specific ship date is required and a "PO Need By Date" will be provided.

ADDERS

- One (1) HV bushing \$3,600.00 each
- One (1) LV bushing \$1,900.00 each
- One (1) HV arrester \$1,700.00 each
- One (1) LV arrester \$ 457.00 each
- Gaskets \$ 958.00 per set
- Fan Assembly \$ 711.00 per assembly
- SFRA Testing (shipping configuration/fully assembled on pad) \$2,000.00 per test
- Field Assembly, Vacuum Fill and Test \$43,450.00 per unit

Customer requested Adders shall be added to the Transformer Price and they shall be payable in accordance with agreed upon Payment Terms unless otherwise stated by Waukesha in writing.

PRICE & PAYMENT TERMS POLICY

Price Adjustment Policy

At the time of final invoicing, Waukesha will provide an updated selling price based on the change in material costs for copper, core steel, plate steel, mineral oil, paper insulation and labor since the time of quotation. The final selling price will be (adjusted upwards or downwards) using the indices identified below and the latest available at time of shipment.

The following material indices are the base indices for this quotation:

Material	Name	Value	Unit	Index Date	% of Transformer Sales Price
Copper	HG-Comex	\$339.61	\$/cwt	Jul - 22	10.0%
Core Steel	Waukesha Internal Pricing Index	\$122.00	--	Jul - 22	8.0%
Plate Steel	AMM Cut-to-length Plate Carbon Grade FOB mill US\$/CWT	\$89.60	gross ton	Jul - 22	6.0%
Oil	Brent Crude Futures, Continuous Contract #1 (B1) (Front Month)	\$105.12	42-gal barrel	Jul - 22	2.0%
Insulation	PIX U.S. NBSK Index	\$1762.65	ton	Jul - 22	2.0%
Labor	U.S. BLS NAICS Code 335 - Mfg Labor Cost Index	\$24.37	--	Jul - 22	22.0%

Note: The Quoted Item Price(s) does not include sales, use, excise or any other taxes. Any taxes imposed shall be the responsibility of customer and will be invoiced accordingly, unless Prolec GE Waukesha is presented with a valid exemption certificate.

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Quotation # 70011981
08/09/2022

PAYMENT TERMS & MILESTONES

Payment milestones, subject to credit approval, are as follows:

- 5% to be invoiced at Order Acknowledgement
- 10% to be invoiced at Design Approval (not to exceed 2 weeks after release of drawing design)
- 60% to be invoiced at time of Release to Manufacturing
- 20% to be invoiced Delivery to pad/site
- 5% to be invoiced at Final Acceptance by JEA (not to exceed 30 days after delivery)

LATE PAYMENT POLICY

If payment is more than 10 days past the due date of the applicable invoice, Prolec GE Waukesha may:

1. Charge interest of 1-½% per month of the unpaid balance, and/or;
2. Withhold shipment of the affected Transformer until Customer is current on all payment obligations as set forth under the applicable Purchase Order.

For the avoidance of doubt, any delay in shipment due to Customer's late payment shall be credited to Prolec GE Waukesha in regards to the calculation of any liquidated damages. Any additional costs incurred due to postponed shipment under this section shall be the responsibility of Customer.



DRAWINGS

Approval drawings will be provided 30 weeks before ship date. Please contact the Application Engineer if an earlier date is required. Quoted Shipment Lead Time includes 1 weeks for customer to review and return approval drawings.

For orders requiring drawing approval, a release to immediately proceed with production must be returned to Waukesha within 1 weeks after drawing submittal to maintain scheduled date(s).



MINERAL OIL

Mineral Oil is included in the quoted transformer price. If mineral oil is shipped separately, pricing includes shipment/delivery of the oil within sixty (60) days of shipment of the transformer. After that date, any additional costs will be charged to the customer.



SHIPMENT

The above quoted transformer(s) will be **shipped dry by truck to your specified pad.**

Quoted freight and rigging prices are based on the delivery location and site conditions known as of the bid issue date and based on the free access required for Waukesha to unload the equipment without obstruction. Prices are subject to adjustment to the extent that there are changes to the delivery location, the delivery location's transportation route, or the site conditions ("Conditions") that would complicate the movement of the transformer(s).

Such Conditions that would complicate the movement of the transformer(s), include, but are not limited to: lack of existing roads; impassable conditions; extreme grade or any other condition that would prevent Waukesha from delivering to the specified site with a single crane lift; if clearance is not available due to highway construction; changes in state regulations; changes in bridge limitations; needed repairs to, but not limited to, roadway, delivery site access, or railways (customer or non-customer owned); obstructions such as existing fencing, or removal or reinstallation of any overhead or adjacent structures; insufficiently compacted soil (necessitating matting); oil containment pits or dikes around pad; debris or other condition beyond Waukesha's control or unknown at the time of bid.

Any additional costs associated with such Conditions will be charged to the customer.

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Quotation # 70011981
08/09/2022



WARRANTY VALIDATION / FIELD SERVICE

Services for **Warranty Validation / Field Supervision** ("Field Services") as identified in this quotation are included in the quoted transformer price. Other Field Services may be identified as an ADDER. Field Services standard work scope is included as an attachment. Quoted Field Service prices are based on free access to the site required to perform the field services and on the anticipated schedule with a single trip to the site. Quoted Field Service prices do not include any site specific or customer required access and/or safety training, any special and/or site-specific safety, PPE or environmental requirements, use of union labor or any local Sales or Use tax. Any additional direct costs associated with deviations from the proposed field service schedule will be charged to the Customer on a time and material basis.

Any Field Service offered in this quote, either as part of the quoted price or which can be elected as an adder, shall be subject to the terms of purchase of the transformer. In no event shall Waukesha have any obligation to identify, correct, abate, clean up, control, or remove from customer's premises any toxic or hazardous material.



TERMS & CONDITIONS

Prolec-GE Waukesha, Inc. offers this Quotation #70011981 (the "Quote") subject to the commercial terms of *JEA Contract #168953, between JEA and SPX Transformer Solutions, Inc., effective October 18th, 2017*, which shall apply to any order placed against this Quote, as modified by the following provisions of this Quote:

1. Price Per Unit;
2. Price & Payment Terms Policy; and
3. All technical content.

Any order placed against this Quote shall also be subject to the execution of the mutually agreed upon version of Amendment 3 to JEA Contract #168953, between JEA and SPX Transformer Solutions, Inc., effective October 18th, 2017.

After execution of a Purchase Order, should the United States of America or any state or local government authority impose any new tariff, legislation, regulation, or other remedy related to commodities or inputs affecting the work, the parties agree to equitably adjust the pricing under such Purchase Order as necessary to account for the financial effects or other direct or indirect effects of any such remedy that cannot be reasonably avoided by either party. Any adjustment subject to this clause will be reflected on the final invoice.

Prolec-GE Waukesha, Inc. reserves the right to correct clerical and administrative errors in this quotation, and other related documents.



WARRANTY

The above transformer is quoted with the **Waukesha Five Year Power Transformer Warranty** in lieu of all others specified, expressed or implied. To qualify for the Five Year Warranty, a Waukesha Service representative **must be** present at the time the transformer is dressed out, and both the primary and secondary must be protected from surges with arresters mounted on the transformer tank.

In addition to the above, full compliance to the Waukesha Instruction Manual is required to validate the warranty. A complete Instruction Manual is provided in the control box of every Waukesha Power Transformer.

CUSTOMER ACKNOWLEDGES THAT THIS WARRANTY MAY BE DEEMED VOID BY PROLEC-GE WAUKESHA, INC. UNTIL PAYMENT IS RECEIVED IN FULL FOR ALL UNDISPUTED INVOICES RELATED TO THE TRANSFORMER, STORAGE OF THE TRANSFORMER, AND ANY RELATED SERVICES.



TECHNICAL NOTES & COMMENTS

1. This proposal is based on the information provided in the Request for Quote documentation (RFQ) and, if applicable, any addendum to the RFQ received prior to proposal submittal. Customer requested changes after proposal submittal or at the time of order placement will be subject to commercial and technical review and acceptance by Waukesha. Acceptable impacts to scope, schedule, or cost may require a Waukesha Change Order Request Proposal. Implementation of the mutually agreed upon changes will commence after written acceptance by the Customer.
2. For units shipping Twenty-Four (24) months after approval drawing submittal, Waukesha may require design changes to ensure compliance with current industry, customer, or manufacturer standards, as well as available components. If applicable, these design changes, and potential cost impacts, will be reviewed with the customer by the project manager at time of manufacturing.
3. **Spec 6.0.** Short Circuit Design: A reference list of transformers short circuit tested successfully is attached, confirming that the proposed design(s) meet(s) the ANSI/IEEE short circuit requirements.
 - 3.1.1. The Short circuit force and stress calculations are performed using Rabin's method which has high accuracy for the Bfields inside the windings. The magnetic field is calculated for 100 axial and radial subdivisions of each winding. The short circuit currents are obtained for the most severe fault condition. The magnetic field and force densities, $J \times B$, are calculated along a fine grid-work of points throughout each winding. These are integrated (summed) appropriately to get net forces, which are required for calculating the stress. For axial forces especially, an offset is placed in one of the windings. Output includes: maximum hoop/buckling stresses in each winding, maximum radial and axial bending stresses, maximum compressive stresses on the key spacers, maximum tie-plate stress, and minimum pressure ring thickness needed to withstand the end thrust for offset windings. A flag is raised when material or buckling limits are exceeded. Stress limits are based on the proof stress of the material including an adequate margin.
 - 3.1.2. This analysis provides complete short circuit withstand requirements and design data for each specific design – a methodology preferred in the industry today.
4. **Spec 9.0.** Design review is NOT included.
5. **Spec 13.8.** The SEL 2414 is being provided with the device manufacturer's factory default settings. No programming will be supplied by Waukesha. If programing is required, please consult the Application Engineer for the adder.
6. **Spec 21.** Waukesha uses inhibited mineral oil (ANSI/ASTM D-3487) from Waukesha approved sources [see attached oil specification].
7. **Spec 22.** The quoted price includes the Waukesha standard paint finish system. The paint finish meets and exceeds C57.12.28 and C57.12.29 standards. Radiators will be hot-dipped galvanized steel construction and not painted. See the Transformer Paint Systems attachment for additional clarification.
8. Transformer has been recosted as duplicate of WT-05270. No heat run is included in the base price.



TECHNICAL EXCEPTIONS

1. **Spec 33.** The Prolec-GE Waukesha, Inc. Five Year Power Transformer Warranty, as attached to this quotation, shall apply in lieu of all other warranties, express or implied.



LOSS GUARANTEE

In accordance with latest revision of IEEE Standard C57.12.00, Section 5.9, No-load (core) loss guarantee on the enclosed performance specification(s) is based on the standard reference temperature of 20°C. Load (winding) loss guarantee is at the standard reference temperature of 85°C on 65°C rise rated transformers (or 75°C on 55/65°C rise rated transformers).

Waukesha tests no-load and load losses with less than 1.0% measurement error. These measurement errors are determined by a calibration system that is traceable to the National Institute of Standards and Technology (formerly the National Bureau of Standards) using methods described in NIST's Technical Note 1204.



Quotation # 70011981
08/09/2022



AWARD OF CONTRACT

In the event that the transformer contract is awarded to Prolec-GE Waukesha, Inc., please provide the following text on the purchase order to help expedite order processing: **Unit(s) will be Designed, Manufactured, Tested, Shipped, Sold and Invoiced in accordance with Prolec-GE Waukesha, Inc. Quotation 70011981, dated 08/09/2022.**



VALIDITY

This bid will remain in effect for 30 days unless changed in the interim by written notice from Waukesha. Extensions to the 30-day validity may be considered, as required, to facilitate the order process.

Sincerely,
Prolec-GE Waukesha, Inc.

A handwritten signature in black ink that reads "Mariana Escobedo".

Mariana Escobedo
Application Engineer



Quotation # 70011981
08/09/2022

ENCLOSURES

Performance Specification(s)

Cancellation/Delay Policy

Waukesha Five Year Power Transformer Warranty

Waukesha Warranty Validation

Assembly Vacuum Filling & Testing: Units Shipped Without Oil

Waukesha Service Solutions

Transformer Oil Specification

Transformer Paint Systems

Transformer Tank Design & Construction

Short Circuit Test Results

Waukesha UZD

Load Tap Changer Filtration Systems

Proposal Form / Data Sheets

FOR: 294 JEA

70011981

Item No: 000010

Project Name: 30/40/50MVA, 230-26.4kV, LTC

TRANSFORMER RATINGS										
Phase	3	Cooling Class	HV Volts		XV Volts		YV Volts		ZV (TV) Volts	
Frequency	60	Class	230,000	--	27,000	--	--	--	--	--
Temp Rise °C	65		Delta	--	GrdY	--	--	--	--	--
Insulating	Oil	ONAN	30.00	--	30.00	--	--	--	--	--
		ONAF	40.00	--	40.00	--	--	--	--	--
		ONAF	50.00	--	50.00	--	--	--	--	--

ADDITIONAL TAP VOLTAGES				
Terminal	Style	Taps or KV		Capacity
HV	DETC	+ 2 / - 2 @ 2.500 %		FULL REDUCED
XV	UZD	+ 16 / - 16 @ 0.625 %		

PERCENT IMPEDANCE VOLTS		
%	Windings	At MVA
9.00	H-X	30.0
--	H-Y	--
--	X-Y	--

AUXILIARY LOSSES AND SOUND LEVEL			
MVA	Class	Cooling	Sound Level dB
30.00	ONAN	--	76
40.00	ONAF	2,600	78
50.00	ONAF	5,300	79

The above values for cooling loss do not include ancillary equipment (heaters, control devices, etc.) losses of 3,000 watts

INSULATION LEVELS (KV)			
Terminal	Winding	Bushing	
HV Line	825	--	900
HV Neutral	--	--	--
XV Line	200	--	200
XV Neutral	110	--	200
YV Line	--	--	--
YV Neutral	--	--	--
ZV (TV) Line	--	--	--
ZV (TV) Neutral	--	--	--

PERFORMANCE BASED ON A LOADING OF				
Winding	MVA	Class	Volts @	Sound Level dB
HV Winding	230,000	ONAN	30.00	76
XV Winding	27,000	ONAF	30.00	78
YV Winding	--	ONAF	--	79
ZV (TV) Winding	--	ONAF	--	--

EFFICIENCIES Base MVA (ONAN) = 100%				
Load	100%	75%	50%	25%
Percent	99.54	99.61	99.66	99.61

REGULATION	
Power Factor	Percent Regulation
1.0	0.79
0.9	4.57
0.8	5.93

PERFORMANCE DATA No Load Temp: 20 °C/ Load Loss Temp: 85 °C				
Exciting Current (Percent) and Loss (Watts)				
Excitation	Exciting Current(%)	No Load Loss	Load Loss	Total Loss
100%	.500	22,000	115,500	137,500

MECHANICAL DATA - Not for Construction				Dimensions are in inches & weights are in pounds (approx.values)	
Outline Drawing Number:			Shipping: Dry by Truck		
	Base	Assembled	Shipping	Weight (lbs)	
Height (A)	--	277	156	Core and Coils	73,107
Width (B)	188	393	238	Tank and Fittings	54,609
Depth (C)	89	207	129	Liquid (9,695 gallons)	72,302
Height Over Cover (D)	--	150	150	Total Weight	204,251
				Shipping Weight, Heaviest Piece	114,446



Building Community®

Procurement Bid Office
Customer Center 1st Floor, Room 002
21 W. Church Street
Jacksonville, Florida 32202

July 13, 2022

Addendum Number: **One (1)**

Title: **One Transformer Nocatee 230-26 kV T2 Addition**

JEA Solicitation Number: **1410795646**

Response Due Date: **See Zycus Platform for Close Date and time**

Time of Opening: **2:00 PM**

This addendum is for the purpose of making the following additions, deletions and changes.

SUPPLIER INQUIRY: The LV voltage in the spec showing 27 kV, and the inquiry is making reference to 26 kV.

JEA RESPONSE: The one shown on the technical specification (27kV) is correct

SUPPLIER INQUIRY: What is the delivery address?

JEA RESPONSE: 14981 Philips Highway, Jacksonville, FL 32256.

Acknowledge receipt of this addendum on the Response Form

1410795646 - APPENDIX B PROPOSAL FORM

RFP One Transformer Nocatee 230-26 kV T2 Addition

COMPANY INFORMATION:

COMPANY NAME: Prolec-GE Waukesha, Inc.
 BUSINESS ADDRESS: 400 South Prairie Avenue
 CITY, STATE, ZIP CODE: Waukesha, Wisconsin 53186
 TELEPHONE: (262) 446-8449
 FAX: _____
 EMAIL OF CONTACT: Mariana.escobedo@prolec.energy

Total Evaluated Bid Price

Description	Total Bid Price
Total Evaluated Price from the Bid Workbook	\$ 1,407,883.00

Upload 1 electronic signed copy of this Proposal your Proposal Submission

Company's Certification

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

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

We have received addenda 1 through _____

mariana escobedo
 Signature of Authorize Officer of Company or Agent

Mariana Escobedo/ Application Engineer
 Printed Name & Title

08/09/2022
 Date

(262) 446-8449
 Phone Number



Cancellation / Delay Policy

Up to 35 MVA Base Rating

1. Cancellation of an order will be accepted after the purchaser has given written notice. If the cancellation occurs during the period from the date of order entry to twelve (12) weeks after order acknowledgement, the cancellation charges will be the actual work hours expended on the job performed at a rate of \$250 per hour or a minimum of five percent (5%) of the purchase price, whichever is greater.
2. If the cancellation occurs after approval drawings have been issued by Waukesha, the termination charge will be thirty percent (30%) of the purchase price.
3. Notwithstanding items 1 and 2 above, if the order is cancelled twenty-six (26) weeks or less prior to shipment, the cancellation charge shall be one hundred percent (100%) of the purchase price.
4. If the order is suspended or shipment is delayed twenty-six (26) weeks or less prior to the scheduled ship date, the equipment will be completed and invoiced. Storage at Waukesha's site shall be subject to availability and any related costs shall be at the customer's expense.
5. If a request to delay shipment changes the scheduled ship date, a mutually agreed upon adjustment to the base price may be necessary.



Five Year Power Transformer Warranty

Prolec-GE Waukesha, Inc. (Waukesha), warrants to the original purchaser that the complete transformer, together with all parts included in the original purchase (the "Transformer"), has been designed in accordance with the specifications of the original purchaser and that the Transformer will be free from defects in material and workmanship under normal use and service for a period of five (5) years from the date of arrival of the Transformer at its destination from the factory. Waukesha's liability under this warranty does not extend to defects caused by vandalism, improper installation, improper maintenance, alterations by purchaser, purchaser-furnished materials, or improper operation. For this warranty to be valid, Waukesha requires that all transformer windings shall be protected from surges with arresters mounted on the transformer tank or an insulation coordination study may be required.

A customer service representative must be present during field assembly, vacuum filling (if required) and inspection of the installation prior to energization. In the event that the Transformer is relocated, a customer service representative must be present during field re-assembly, vacuum-filling (if required) and inspection of the re-installation prior to re-energization.

Purchaser forfeits the provisions of the Five Year Warranty if either of these service requirements is not followed.

If any part is found to contain defects in material and/or workmanship during the five year warranty period, Waukesha's liability and Purchaser's remedies under this warranty shall be limited solely to repair or replacement, at Waukesha's option, of the defective part. Decision on the method and extent of repairs rests solely with Waukesha. Purchaser shall give Waukesha prompt written notice of any claim hereunder. Waukesha shall be given a reasonable opportunity to investigate all claims, and no parts may be returned to Waukesha without authorization and instructions from the Customer Service Department.

During the first year, this warranty covers any freight within the 48 contiguous states by common carrier in full. This warranty also covers the cost of removal from the site and reinstallation after repair, subject to a limit of 10% of the original selling price. Costs of moving structures or associated equipment are excluded. During the last four (4) years, transportation, moving and reinstallation costs are excluded from this warranty.

Under no circumstances will Waukesha be responsible for damage in excess of the sale price to Purchaser for the goods and/or services for which damages are claimed.

THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WAUKESHA SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXPENSES OF ANY KIND, INCLUDING LOSS OF PROFITS.

In the event a performance bond is provided as part of the contract to which this warranty applies, the Surety's liability shall be limited to one (1) year from the date of delivery of the Transformer. The remaining four (4) year warranty period is solely the obligation of Waukesha.

CUSTOMER ACKNOWLEDGES THAT THIS WARRANTY MAY BE DEEMED VOID BY WAUKESHA UNTIL PAYMENT IS RECEIVED IN FULL FOR ALL UNDISPUTED INVOICES RELATED TO THE TRANSFORMER, STORAGE OF THE TRANSFORMER, AND ANY RELATED SERVICES.



Prolec GE Waukesha Warranty Validation (<100MVA)

Waukesha® Service personnel are required to provide assistance to a customer during installation of the transformer and verify proper assembly to facilitate activation of the applicable warranty.

Minimum requirements for warranty validation are as follows:

- Waukesha® Service personnel will perform internal inspection of transformer and witness the installation and connection of bushings.
- Waukesha® Service personnel will complete service warranty validation checklist.
- Customer will provide vacuum filling records, where applicable.
- Customer will perform electrical acceptance tests and provide copies of test results to Waukesha; as specified in Waukesha's Pre-operational Testing Instruction Booklet 2012, the minimum acceptance tests include:
 - Core Insulation Resistance (Megger)
 - Winding Insulation Resistance
 - Transformer Turns Ratio
 - Insulation Power Factor of Bushings and Windings (Doble)
 - General Oil Chemistry Tests – Dielectric Strength, Power Factor and Moisture Content

Pricing is based upon a single mobilization to jobsite during standard work hours. When requested assistance lasts longer than 5 days, requires overtime assistance or multiple mobilizations to the site, the extra work will be billed in accordance with rates designated on the current Waukesha® Service Technician & Specialist Rate Schedule sheet.



Assembly, Vacuum Filling & Testing: Units Shipped Without Oil

applicable for transformers < 100 MVA base rating and < 345kV

If included in the quoted price or selected as an “adder” as outlined in the proposal, Waukesha® Service crews and equipment will perform transformer installation once the transformer has been placed on the pad. Assembly and testing work will include the following:

ASSEMBLY

- Install, connect and tape, as necessary, all bushings
- Hang and brace radiators and/or fans
- Mount oil preservation system, if required
- Mount lightning arresters, if required
- Mount control cabinet, if required
- Mount any miscellaneous items removed for shipment
- Check all internal clearances including DETC and LTC (if equipped) for proper alignment and timing
- Hang any conduit removed for shipment; pull and terminate associated wiring

OIL FILLING

- Elevate core/coil temperature, if necessary
- Conduct vacuum leak test
- Vacuum fill in accordance with Waukesha's Instruction Leaflet Document No. 2011
- Pull vacuum at a level of 1 Torr (1,000 micron, 1mm of Hg) or less and hold for a minimum of 8 hours
- Vacuum fill transformer oil while maintaining a vacuum level of 5 Torr or less
- Fill conservator tank or activate nitrogen system, as appropriate for transformer design

TESTING

As specified in Waukesha's Pre-operational Testing Instruction Booklet No. 2012, the minimum acceptance tests include the following:

- Bushing power factor and capacitance
- Core megger
- Transformer turns ratio
- Insulation power factor
- Insulation resistance
- Functional check of unit control cabinet
- Oil test after filling
 1. Moisture content
 2. Power factor
 3. Dielectric strength
 4. Flash and fire point (natural ester fluid filled units only)

See next page for Scope Clarifications.



SCOPE CLARIFICATIONS

For all transformer installations, the following apply:

- Purchaser shall be responsible for switching, lock out and grounding of any equipment necessary to establish safe work area.
- Purchaser shall provide suitable, free, clear, unlimited and compacted access route, roads and area around work location for access of service equipment.
- Purchaser shall connect all external protection, control and relay wiring, as required.
- Purchaser shall connect all external bushing terminations or bus work, as required.
- Purchaser shall assemble any deluge systems, as required.
- Waukesha® Service crews will compile all crating and waste material in designated area; however, purchaser shall be responsible for disposal of solid wastes.
- Purchaser shall provide one open top drum and one closed top drum for disposal of all waste, flush and scrap oil generated in execution of work.
- Purchaser shall provide communication and sanitation facilities.
- No provisions have been included for secondary oil containment as may be required for compliance to local site SPCC programs.
- No provisions have been included for Union Labor requirements.
- Any site specific or customer required access and/or safety training is not included in pricing and would be billed at applicable field service rates.
- If a natural ester fluid is included in this quotation, acceptance test results of that fluid will differ from the typical values of transformers filled with mineral oil. Insulation power factor values are expected to increase and insulation resistance values are expected to decrease when compared to test values with mineral oil insulation system.
- If a natural ester fluid is included in this quotation, Purchaser shall be responsible for disposal of all totes/drums utilized for make-up and flush oil that is generated during course of project. Waukesha can arrange for disposal upon request at additional cost.

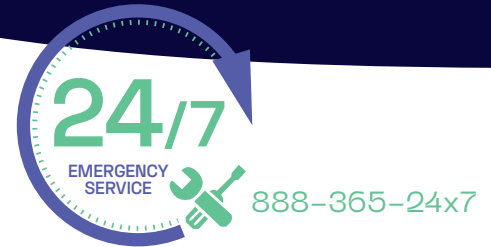
Should additional requirements, tests and/or processing procedures apply, please contact Waukesha® Service for pricing at 800.758.4384.

Goldsboro, NC 800.758.4384 | Waukesha, WI 800.835.2732 | www.waukeshatransformers.com

TC09-0122E

Transformer Service Solutions to 765kV

Available for ALL Manufacturers' Units



Waukesha's service team focuses on maintaining performance quality, reliability and life of transformers and load tap changers throughout your electric power system — whether manufactured by Prolec GE Waukesha or other suppliers. Our mission is simple: to keep your transformers up and running with responsive and cost-effective service and maintenance support 24/7/365.

TRANSFORMER INSTALLATION & LOGISTICS

- Heavy Hauling
- Rigging
- Assembly
- Oil Filling
- Acceptance Testing
- Relocation

TRANSFORMER TESTING SERVICES

- Insulation Resistance
- Power Factor
- Transformer Turns Ratio
- Winding Resistance
- CT Testing
- Leakage Reactance
- Winding Excitation & Alarm Checks
- Gauge Calibration
- Sweep Frequency Response Analysis
- Dissolved Gas Analysis & General Chemistry
- Materials Analysis

TRANSFORMER MAINTENANCE

- Inspections
- Component Addition & Replacement
- Regasketing
- Leak Repairs
- Life Extension
- Oil Preservation System Upgrades
- Control Upgrades
- Retrofits
- Removal, Sourcing and Installation of Conservator Aircells, Regardless of OEM

TRANSFORMER OIL PROCESSING

- Field Dry Out
- Vacuum Filling
- Hot Oil Processing
- Cryogenic Drying (Cold Traps)
- Fullers Earth Reclamation
- Natural Ester Retrofills

SPARE PARTS

- Bushings/Arresters
- Cooling Equipment
- Gauges/Controls
- Gaskets
- Transformer Health Products®
- LTC Parts

TRAINING SERVICES

- LTC Training
- Maintenance Training
- Testing Training
- Print Reading
- Oil Processing Training

LTC MAINTENANCE

- All Manufacturers
- Inspections
- Overhauls
- Upgrade Kits
- Filtration Installation
- Core Replacement
- Vacuum Retrofits

TECHNICAL SERVICES

- Condition Assessment Studies
- Life Assessment Studies
- Thermal Uprate Studies
- Component Retrofits
- Failure Analysis
- Feasibility Studies
- Technical Supervision



LOCATION

Prolec-GE Waukesha, Inc.
2701 US Hwy 117 South
Goldsboro, NC 27530
800-758-4384

waukeshaservice.com



Transformer Oil Specification

(as received from refiner)

Waukesha's standard is **inhibited mineral oil with 0.3% max DBPC (oxidation inhibitor)**. Oil meeting other specific customer requirements may be available upon request.

Oil is purchased only from approved domestic sources, and for each approved source, oil has been tested and proven to meet the following specification values:

KEY PROPERTIES	ASTM TEST METHOD	IEEE / ASTM D-3487 LIMITS
Physical Properties		
Color	D1500	0.5 max
Flash point, °C	D92	145 min
Interfacial tension @ 25°C (dynes/centimeter)	D971	40 min
Pour point, °C	D97	-40 max
Specific gravity @ 15°C/15°C	D1298	0.91 max
Viscosity, SSU/cSt @	D88 / D445	
100°C		36 / 3.0 max
40°C		60 / 11 max
0°C		350 / 76.0 max
Polychlorinated Biphenyls (PCBs) ppm	D-4059	Not Detectable
Visual appearance	D1524	Clear and Bright
Chemical Properties		
Aniline point, °C	D611	63 min
Approved antioxidant content, wt %	D2668, D1473	0.30 max
Corrosive sulfur ¹ Test to be run for 48 hours @ 150°C	D1275	Non-Corrosive
Moisture, ppm	D1533	35 max*
Neutralization number, mg KOH/g of oil	D974	0.03 max
Oxidation stability Method A (acid / sludge test)	D2440	
72 hours sludge, wt %		0.10 max
Neutralization value, mg KOH/g		0.30 max
164 hours sludge, wt %		0.20 max
Neutralization value, mg KOH/g		0.40 max

*35 ppm max as received from refiner; Waukesha dehumidifies to lower value for installation in transformer.

Continued on next page...



KEY PROPERTIES	ASTM TEST METHOD	IEEE / ASTM D-3487 LIMITS
Electrical Properties		
Dielectric breakdown voltage at 60 hertz Disc electrodes, kV VDE electrodes, kV @ 0.040-in. gap or @ 0.080-in. gap	D877 D1816* D1816*	30 min 28 min 56 min
Dielectric breakdown voltage 25°C impulse conditions, kV Needle (negative)-to-sphere (grounded) @ 1-in gap	D3300	145 min
Power factor at 60 hertz, % at: 25°C 100°C	D924 D924	0.05 max 0.30 max
Gassing Tendency @ 80°C (µL/min)	D-2300 B	+ 30 max

*D1816 only applies to new oil that has been filtered, dehumidified and degasified.

Oil shall be PCB-free to existing current law. Properties as listed are only attainable on new oil as received from the refinery. It is expected that oil contained in equipment as received from the manufacturer when properly sampled from such equipment usually exhibits characteristics slightly different from those obtained from new oil, which has not been in contact with apparatus constructional materials. In such cases, the oil, as drawn from the transformer, should be evaluated per IEEE C57.106 latest revision for acceptance and maintenance of insulating oil in equipment.

IN-PLANT QUALITY CONTROL

In addition to extensive testing by an independent testing laboratory to determine approved sources of supply, Waukesha performs acceptance tests on each shipment of oil received.

Waukesha receives oil at its plants in dedicated tank cars and trucks. Upon arrival, acceptance testing is performed before the oil is unloaded into a Waukesha storage tank. Prior to filling a transformer, oil is degasified and dehumidified, passed through Fullers Earth and re-filtered at various points in the process.



Transformer Paint Systems

Waukesha provides as standard a coating system that exceeds the requirements of IEEE C57.12.29, "Enclosure Integrity—Above-Ground Pad-Mounted Enclosures" specification (the specification for pad-mounted equipment). The coating system consists of an epoxy primer with a polyurethane topcoat. This process has been both lab tested and field evaluated.

Coating system processes used for the transformer are as follows:

SUBSTRATE

Hot rolled low alloy steel.

SURFACE PREPARATION

The performance of a coating system is highly dependent upon the condition of the surface to which the coating is applied. All sharp edges, scale, weld spatter and surface irregularities shall be removed by shot blasting, hand grinding, sanding or other appropriate manufacturing procedures.

Shot blasted per SSPC-SP6 (Commercial Blast Cleaning) then detergent washed with an iron phosphate conversion coating and a non-chrome seal.

-or-

Blast to SSPC-SP10 (near white) condition and apply paint within 24 hours.

COATING PROCEDURE

Interior of tank and tank cover are coated using a white, two-part, oil-resistant epoxy enamel. The exterior surfaces are first painted using a two-part epoxy primer then top coated using a two-part urethane enamel. All coating materials are applied using plural component equipment that automatically measures and mixes the paint systems to eliminate operator error. The coatings are then force cured to produce a uniform cured coating.

COATING RESULT

Interior coating compatible with transformer oil per ASTM 3455; 3 mil exterior coating capable of meeting IEEE C57.12.29.

The two-component coatings used for painted surfaces have a high crosslink density and an exceptional barrier property characteristic. Two-component systems develop full corrosion resistance at a 2 mil total film thickness (primer and topcoat); in fact, the mechanical properties of any organic coating will deteriorate as the thickness approaches 5 mils. For these reasons, the Waukesha paint system exhibits optimal performance at a nominal 3 mil thickness (range 3–5 mils).

NOTE: Radiators are purchased from an outside supplier and are hot dip galvanized or painted to meet the customer's specification.

See next page for paint system test results.



EXTERIOR PAINT SYSTEM PERFORMANCE

TEST	ASTM TEST METHOD	RESULTS
Adhesion	D-3359-B	No Removal
Salt Spray	B-117	1500 Hrs, 1/32" Loss of Adhesion
Humidity	D2247	1000 Hrs @ 40°C; No Blisters
Impact	D-2794	160 in/lbs., No Chipping
U-V Resistance	G-53	500 Hrs, Less than 15% Gloss Change
Taber Abrasion	D-4060	More than 3,000 Cycles @ 3 Mils
Oil Resistance	72 Hrs @ 100°C	No Effect
Thermal Aging	1,000 Hrs @ 120°C	No Effect
Pencil Hardness	D-3363	2-H After 2 Weeks
VOCs	D-2369	3.5 #/gal.



Transformer Tank Design and Construction

Tank integrity is essential for reliability and long transformer life. To help ensure a perfect fit to the application, Waukesha designs all transformer tanks to high internal standards while taking customer specifications into account.

All Waukesha® transformer tanks feature the following:

- Hot-rolled, low carbon steel plates plasma cut to critical tolerances then joined via submerged arc welding to ensure against cracked seams and irregularities
- Formed tank corners which eliminates high stress corner welds
- Jack pads and lifting hooks for lifting, jacking or pulling, meeting the criteria of C57.12.10
- Guides used to solidly "fit" and brace the completed core and coil assembly inside the tank to prevent shifting during shipment
- Slightly domed covers to help prevent water accumulation
- Raised flanges with machined gasket grooves in cover openings
- Conveniently located hand holes and/or manholes for easy access to the lower end of bushings, terminal boards and upper portion of core and coil assembly



Finite Element Analysis

Additionally, Waukesha's standard coating system exceeds the requirements of ANSI/IEEE C57.12.28, the specification for pad-mounted equipment.

TANK DESIGN STYLES

Waukesha uses several tank design styles to optimize the use of tank steel, transformer oil and lead time. All are designed to withstand full vacuum and pressures 25% greater than achieved during normal operation. The tank design shown on the preliminary bid outline is an initial estimate and *subject to change based on the optimum design criteria*. The best tank design is chosen based on unit specifications, including overall dimensions, equipment location, cooling requirements and shipping profile.

Octagonal Tank Design

Octagonal end walls are used when possible to optimize total oil volume and installed transformer weight, resulting in lower overall footprint.



Rectangular Tank Design

Horizontal stiffener designs can be used where full length walls are necessary for mounting various accessories. This configuration can also be used for air expansion on N2 and sealed tank designs to reduce tank height for improved shipping clearances.



Vertical Stiffener Design

Vertical stiffeners are used on larger units when necessary to reduce shipping profile width by using multiple vertical stiffeners. This design is also used on some longer units to produce an optimum tank design with minimal tank wall deflection.

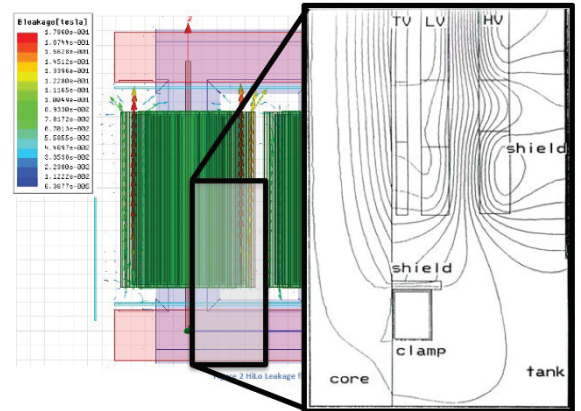




Short Circuit Testing

DESIGN

All Waukesha® transformers are designed with state-of-the-art tools and manufactured in our factories per strict quality assurance plans to ensure survival through even the worst-case faults. To start, worst-case fault currents are determined assuming infinite bus supply (zero system impedance) for single line to ground as well as three phase faults at the transformer terminals. Using this fault current, all designs are analyzed with detailed stress calculations for worst case combinations of tap positions (LTC and DETC) for all known failure modes. These stresses are then compared to known strengths for each of the failure modes and must have acceptable design margins as set by Waukesha.



MANUFACTURING

All windings are manufactured with rectangular, electrolytic-grade copper conductor or epoxy-bonded, continuously transposed cable (CTC). Radial spacers are locked to strips fastened to the winding cylinders. These radial spacers and other support blocks in the pressure column are manufactured from high density, pre-compressed pressboard or laminated wood. Other specialized components—angle/cap rings, coil collars and static ring insulation—are manufactured from molded grade, soft pressboard as required.



Fully Distributed Regulating Voltage Winding

After the windings are completed, they are thoroughly dried using hot air. After removal from the dryout chamber, coils are hydraulically pressed successively using a predetermined force then pressed again using the clamping force they will experience when fully assembled. When required, radial spacers are adjusted to achieve the required design height, maintaining the design's "electrical center" of the windings for ampere-turn balance, stray flux and axial force mitigation.

The coils are clamped in place by first applying a precise, hydraulic force which compresses the windings to the design height as verified in the coil sizing operation (as described in the paragraph above). In this condition, the coils are fastened in place to maintain a compressive force as specified by Waukesha engineering. Verifying exact clamping pressure and winding height in this manner helps guarantee a finished product that conforms to what was designed in engineering.

The entire clamping technique and underlying scientific principles on which it is based are major contributors to the outstanding Waukesha service record.

See next page for a list of transformers tested for short-circuit at high power laboratories.



WAUKESHA SHORT CIRCUIT TEST LIST:

MVA RATING	HV RATING	LV RATING
0.833	67 kV Delta	12.47 kV Wye
5 / 6.25	24.4 kV Delta	4.16 kV Wye
5 / 6.25	26.4 kV Delta	4.16 kV Wye
5 / 6.25	59.58 kV Wye	10.66 kV Wye
5 / 6.25	67 kV Delta	12.47 kV Wye
7.5 / 9.375	69 kV Delta	12.47 kV Wye
7.5 / 9.375	138 x 69 kV Delta	26.4 X 13.2 kV Wye
12 / 16 / 20	66 kV Delta	14.4 kV Wye
15 / 20	67 kV Delta	12.47 kV Wye
15 / 20 / 25	69 kV Delta	12.47 kV Wye
1.0	12.47 kV Delta	4.8 kV Wye
3.75	23 kV Delta	4.8 kV Wye
5.0	34.4 kV Delta	12.47 kV Delta
5.0	69 kV Delta	12.47 kV Delta
7.5	23 kV Delta	12.47 kV Wye
7.5	115 kV Delta	13.2 kV Wye
10.0	43.8 kV Delta	24.9 X 12.47 kV Wye
5 / 6.2	34.5 kV Delta	12.47 kV Wye
15 / 20	67 kV Delta	12.5 kV Wye
15 / 20	67 kV Delta	12.5 kV Wye
15 / 20 / 25	120 kV Delta	13.2 kV Wye
15 / 20 / 25	120 kV Delta	13.2 kV Wye
18	39.5 kV Delta	4.8 kV Delta
30	230 kV Delta	55.2 kV Delta



Helical Winding with CTC

Continuous
Disk
Winding
with
Copper
Magnet
Wire





Waukesha® UZD®

The Service-Proven Load Tap Changer!

With more than 7,000 units installed, Waukesha's UZD load tap changers boast an excellent field performance record. Design improvements made in the 1990s reduced the already low failure rate to one of the lowest in our industry, reduced maintenance costs and increased maintenance intervals. When compared to the cost of downtime, out-of-service operation and costly repairs, the UZD LTC system is a cost-effective way to keep your transformer operating as smoothly as the day it was installed!

A load tap changer, regardless of manufacturer, is a complex engineered device with numerous moving parts requiring precise engineering, correct material selection and controlled manufacturing to operate reliably for a long period of time.

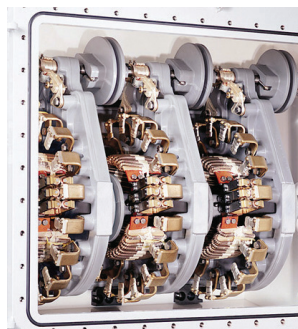
In many cases, the true reliability of a load tap changer becomes evident only when a transformer has been in service for several years and the load tap changer accumulates 100,000 plus mechanical operations.

Since the UZD's initial introduction in 1970, it has accumulated in excess of 110,000 YEARS of operational service and an estimated 550 MILLION switching operations. Ongoing continuous improvement programs, in coordination with our customers, resulted in several design enhancements that help increase overall operational life as well as virtually eliminate the need to perform maintenance inside the oil.

KEY ADVANTAGES OF THE WAUKESHA® UZD® LOAD TAP CHANGER

Re-Engineered Reversing Switch and Current Collector ("Bow-tie") System

Since the re-engineered reversing switch and current collector system were introduced in 1997, no known failures due to coking have occurred.



Silver-Plated Copper Contacts with Tungsten Copper Inserts
Stationary contacts for long life and low temperature rise.

Resistive Bridging

High-speed operation results in extremely low contact wear and manageable levels of arcing by-products. For optimal results, we recommend applying an oil filtration system.

LTC and Series Transformer System

For applications with greater than 600 ampere current ratings, a series transformer is recommended to allow for an optimal volts/turn design of the main transformer windings, even step regulation and smaller leads, while facilitating a reduction in current through the LTC contacts for less contact wear and longer life; a power-class series transformer design is recommended for high reliability.

Spring Drive Mechanism

Stored energy system delivers split-second operation for minimum arcing time. In addition, each tap change is uniform and unaffected by possible auxiliary voltage fluctuations.

OTHER NOTABLE FEATURES OF THE WAUKESHA® UZD® LTC

Single Set of Spare Contact Parts

Due to the design flexibility of the series transformer, we utilize a single model LTC across a wide range of transformer voltage and power ratings.

Easy to Maintain with Few Moving Parts

A single collector arm incorporates both the arcing contacts and tap selector contacts which reduces linkages, wear points and potential maintenance.

RECOMMENDED ACCESSORIES

Clean, dry oil increases dielectric strength, thereby reducing arcing time. The accessories below help keep carbon particles, metal particles and moisture out of tap changer oil:



OF2 Oil Filtration System

Designed to remove carbon and metallic particles produced during normal LTC operation. The system includes an adjustable timer for customized configuration and a 1/2 HP, fully enclosed, continuous run rated, auto-thermal resetting motor.

Another feature of the OF2 is a tilt-out, tool-free filter replacement system which allows the filter cartridge to be changed without disconnecting oil lines or reversing the pump—dirty oil stays in the filter while LTC compartment oil stays clean. Additionally, our OF2 ships standard with a unique, high-efficiency, depth-type filter that offers long element life and provides the capability to filter more efficiently than pleated-type models. The system is also adaptable to a variety of industry standard filters. Other features include low flow and high pressure alarms, anti-condensation cabinet heater and remote system shut down relay.

Single and Dual Column Breathers

An economical solution for LTCs, our single column breather efficiently dehydrates the air coming into your transformer then regenerates the desiccant while the transformer is not “inhaling,” keeping moisture out.

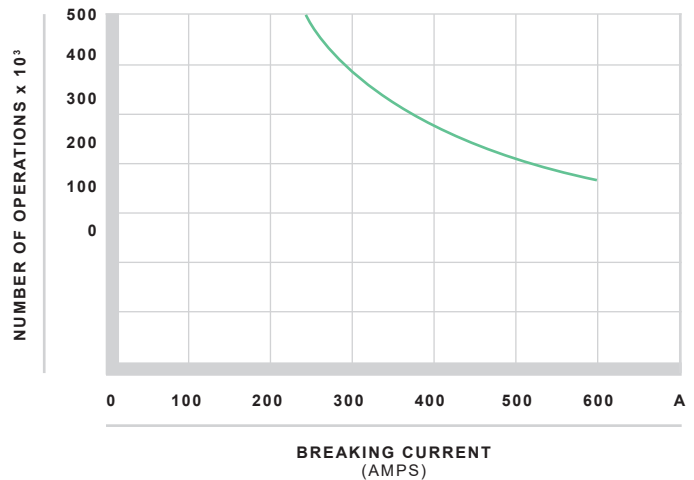


The dual column design provides a continuous stream of dry air to a transformer, regardless of the amount of moisture being absorbed. This feature allows customers to standardize on one breather to support every transformer on their system, maximizing spend and limiting the number of parts needed to manage inventory and/or new orders.

CONTACT LIFE

Predicted contact life of the selector switches’ fixed and moving contacts is shown below. Since most transformers are not consistently operated at maximum nameplate rating, some tap changes will be made at lower currents. These lower currents allow for less contact erosion due to arcing, so contact life may be longer than what is illustrated on this curve.

PREDICTED CONTACT LIFE WITH BREAKING CURRENTS



**WAUKESHA® UZD®
LOAD TAP CHANGER
SYSTEM DESIGNED FOR HIGH
RELIABILITY AND LOW TOTAL
OPERATING COST**

- Economical LTC solution to total transformer cost
- Well accepted in the US market
- Now available for sale to transformer manufacturers

Contact us for more information. To download a technical manual, field maintenance manual and/or technical paper, visit our website.

To continually improve its products and services, Prolec-GE Waukesha, Inc., reserves the right to change specifications and features without notice. Please contact us for certified dimensions and drawings.

LOCATION

Prolec-GE Waukesha, Inc.
9011 Governors Row
Dallas, TX 75247
800-338-5526

waukeshacomponents.com



2ND GENERATION

Load Tap Changer Oil Filtration Systems

Reduce Oil-Related Maintenance Costs
and Improve Reliability

Second generation oil filtration systems are designed to be installed on most LTC models to remove carbon and metallic particles produced during normal LTC operation, keeping oil in peak condition with minimal maintenance.

For flexible operation, the system includes an adjustable timer which allows customers to configure the system to their specifications — daily, every other day, weekly or every other week in intervals of two, four, eight and 24 hours. Since filter replacement does not require pump reversal or any disconnection of oil lines, the dirty oil stays in the filter while system oil stays clean and in peak condition (a convenient filter canister drain valve is included).

2ND GENERATION OIL FILTRATION SYSTEM: OF2

Easier to Install and Maintain

Our standard OF2 system's design allows for easy installation and is equipped with a swing-out filter canister that makes filter replacements a quicker task.

Unique High-Efficiency Filter Design with Tilt-Out Easy Filter Change System

Our depth-type filter uses a flow path parallel with the center tube instead of the conventional outside-to-inside flow. This flow path forces oil through a greater depth of filter material for more efficient filtration. *See back side for more information on this unique filter design and photo to the right demonstrating easy filter change-out process.*

Minimum Turbulence in Reservoir

Pump maintains a flow rate of 1.0 GPM to minimize turbulence in the tank.

Filter Adapter Kit Available for Alternate Style Manufacturer Cartridges

More Economical

High efficiency filter reduces LTC mechanical wear which can minimize equipment failure and downtime. Economical purchase price combined with less frequent filter replacement can save you money.*

* Actual filter life varies depending on transformer loading and frequency of LTC operations and tap changer model.



Customer Configurable
SEE BACK SIDE FOR PART NUMBER
CONFIGURATION TOOL.

CUSTOMIZE YOUR OWN SYSTEM

OF2 oil filtration systems have been designed to meet the filtration demands of higher oil volume load tap changers while providing customization flexibility to meet individual customer specifications. The system is adaptable to a variety of industry standard filters and always ships complete with the following:

- 1/2 HP, fully enclosed, continuous run rated, auto-thermal, resetting motor
- High performance depth filter
- 5+ gallon leak-catch sump with sump alarm
- Low flow alarm
- High pressure alarm
- Anti-condensation cabinet heater
- Tilt-out, tool-free filter change system
- Visual flow indicator which can be monitored without opening the cabinet
- 0-160 psi, oil-filled pressure gauge
- Customer selectable run-time and interval timer
- Run-time bypass switch
- Remote system shutdown relay
- Heavy duty circuit breaker on incoming power
- 120 VAC operation

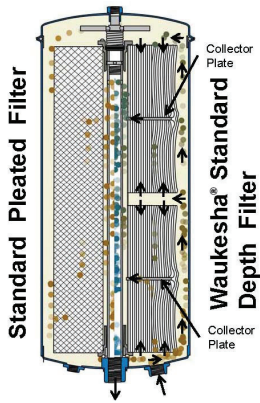
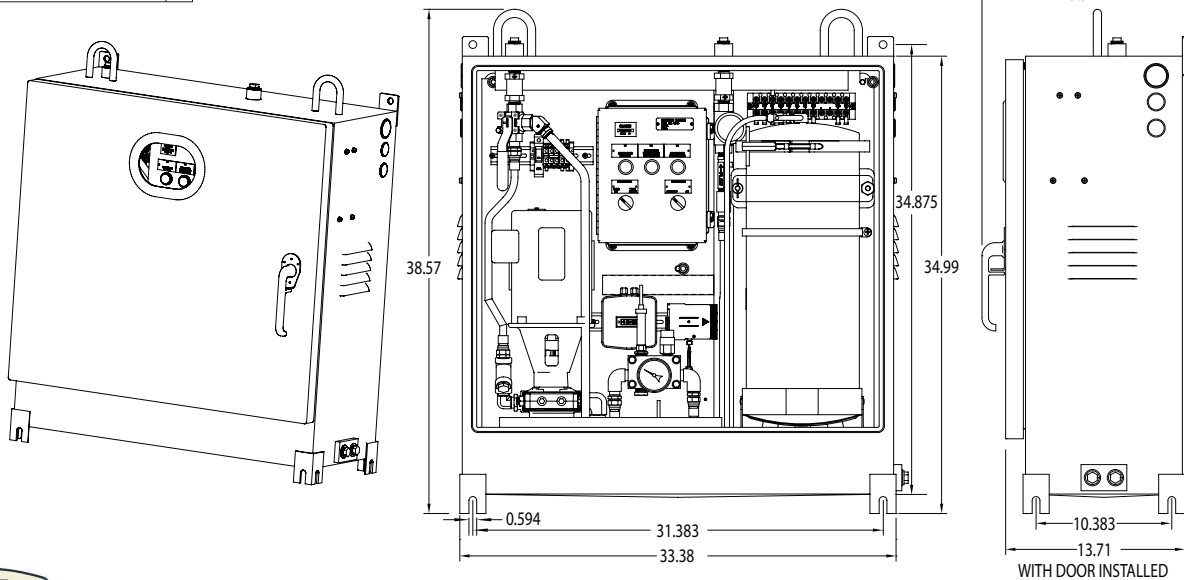
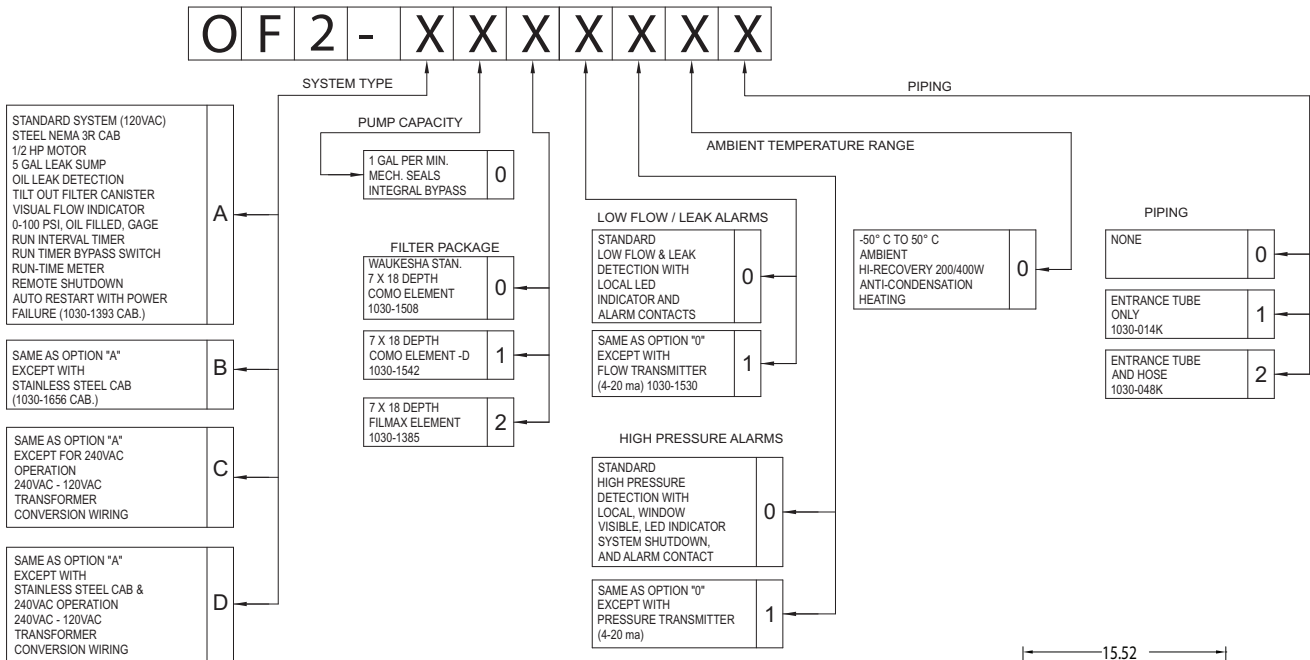
OPTIONAL FEATURES

- 240 VAC operation
- Alternate filter selection
- Additional 4-20 mA flow transmitter
- Additional 4-20 mA pressure transmitter
- Filter canister heater system
- LTC entrance tube with or without hose
- Stainless steel cabinet

Particle/Moisture removal performance is dependent on make/model of customer-specified oil filter cartridge.

With the appropriate filter installed, the OF2 system can remove dissolved water, extremely fine carbon and metallic particles to maintain peak performance of LTC oil, extend the life of your equipment and lengthen the period between maintenance intervals.

Build Your Own Part Number Using Configuration Below



WAUKESHA® STANDARD FILTER OFFERS LONG FILTER ELEMENT LIFE

Waukesha® Components depth-type filter element (in Standard OF2 System) features a unique fluid flow path: fluid runs parallel with the center tube (axial flow) rather than the conventional outside-to-inside flow (radial flow) of most pleated-type filters. The depth of fluid flow is optimized and provides the capability to filter more efficiently than pleated-type filters. Filter media is constructed as four rolls of filter paper. Oil flows between the layers of media until it reaches one of two collector plates. The collector plates route oil to the center of the element where it is discharged out of the element. The depth filter media has a much greater resistance to flow from outside to center (radial flow) than it does between the layers (axial flow) of filter material. Integrity of the filter element is maintained even as it accumulates contaminants and the Delta-p [pressure across the filter] goes up. Hydraulic pressure of the fluid compressing the layers of media together prevents a channel from forming that could allow oil to pass through the element unfiltered.

Removes Both Dirt and Moisture

- Filter material: Dried cellulose fiber
- Filter can decrease water to < 5 PPM
- Micron rating: 1.0; rated for particulates as well as free and emulsified water
- Beta X rating: 75 at 3 microns
- Total water holding capacity: 0.5 kg
- High rate of absorption enables oil to be reduced from 200 to less than 5 PPM in one pass


Contact us for more information. To download a technical manual, field maintenance manual and/or technical paper, visit our website.

To continually improve its products and services, Prolec-GE Waukesha, Inc., reserves the right to change specifications and features without notice. Please contact us for certified dimensions and drawings.

LOCATION
 Prolec-GE Waukesha, Inc.
 9011 Governors Row
 Dallas, TX 75247
 800-338-5526

waukeshacomponents.com



	Project Number: WT-06515	Order Number: 6515
	Purchase Order Number: 208234	Purchase Order Date: 10/17/2022
SOLD TO: Company JEA 225 N Pearl St JACKSONVILLE FL 32202-4513 USA	Order Acknlgmt Date: 10/20/2022	Quote Number: 70011981
SHIP TO: JEA NOCATEE T2 ADDITION 14987 Philips Hwy JACKSONVILLE FL 32256-3729 USA	Specification No: TECH SPEC 50 MVA	Specification Date: 06/20/2017
	Estimated Shipping Date: 12/04/2025	Warranty: 5 Year Warranty
	Estimated Delivery Date: 12/09/2025	Shipping Terms: FOB-Pad

Electric Sales Associates Sales Representative	Sales Contact Richard DeLizza	Contact Phone 954-385-8885	Contact Email richardd@electricsalesinc.com
Prolec GE Waukesha Order Coordinator Project Manager Warranty Manager	Contact Angelique Matzen Kyle Olejniczak Frank Jiruska	Phone 262-446-8445 262-446-8411	Email angelique.matzen@prolec.energy frank.jiruska@prolec.energy

Item No	Specification	Quantity Ordered	Amount
10	Transformer, 30.000/40.000/50.000, 230.000kVD-27.000kVGrd Y, 3 phase, 65/65C,UZDVAC LTC	1.00	\$1,315,419.00

Change Order #3, 03/16/2026:

-Transformer Sell Price was updated from \$1,105,000.00 to \$1,242,186.00
 -Total price increase due to Escalation \$137,186.00
 Updated Sell Price: \$1,315,419.00
 Actual/Anticipated Ship Date is 03/23/2026.

KO/ajm

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 Change Order #2, 06/11/2025;


Shipment and delivery dates have been updated to the following:

Ship - 12/4/25 (11/06/25)
 Delivery - 12/9/25 (11/13/25)

KO/ajm

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 Change Order #1, 06/11/2025;



	Project Number: WT-06515	Order Number: 6515
	Purchase Order Number: 208234	Purchase Order Date: 10/17/2022
SOLD TO: Company JEA 225 N Pearl St JACKSONVILLE FL 32202-4513 USA	Order Acknlgmt Date: 10/20/2022	Quote Number: 70011981
SHIP TO: JEA NOCATEE T2 ADDITION 14987 Philips Hwy JACKSONVILLE FL 32256-3729 USA	Specification No: TECH SPEC 50 MVA	Specification Date: 06/20/2017
	Estimated Shipping Date: 12/04/2025	Warranty: 5 Year Warranty
	Estimated Delivery Date: 12/09/2025	Shipping Terms: FOB-Pad

Per customer's request, the shipment dates and delivery dates have been moved back to the November time-frame to keep the schedule on track for customer.

NEW Shipment/Delivery dates:
11/06/2025 and 11/13/2025

Prior Shipment/Delivery dates:
07/16/2025 and 07/23/2025

KO/ajm

Subtotal before Taxes:	\$1,315,419.00
Total Order Amount:	\$1,315,419.00

Unit will be Designed, Manufactured, Tested, Shipped, Sold, and Invoiced in accordance with Prolec GE Waukesha Quotation.

Prolec GE Waukesha Inc Terms and Conditions of Sale apply to this order unless other terms have been agreed upon in writing by Prolec GE Waukesha Inc and Buyer.

Please advise within five (5) business days if estimated ship date or delivery date is not acceptable.

If this order is taxable, taxes will be applied on the invoice issued at the time of shipment.





Trane Equipment Proposal JEA Main Street Lab Chiller Replacement



Equipment Proposal For:
JEA
PO Box 4910
Jacksonville, FL 32201-3220

Local Trane Office:
Trane U.S. Inc.
8929 Western Way
Jacksonville, FL 32256

Local Trane Representative:
Boone Lewis
Account Manager
E-mail: boone.lewis@tranetechnologies.com
Cell: (904) 402-4918
Office Phone: (904) 363-6088

Proposal ID: 7453181-6
COOP Quote Number: H2-183099-23-002
COOP or Federal Contract ID: OMNIA
Racine #3341

Date: April 7, 2026



Prepared For:
JEA

Date:
April 7, 2026

Job Name:
JEA Main Street Lab Chiller Replacement – ACR Chiller Equipment

Proposal Number:
7453181-6

Delivery Terms:
Freight Allowed and Prepaid – F.O.B Factory

Payment Terms:
Net 30

State Contractor License Number:
CM-C1249843

Proposal Expiration Date:
30 Days

HVAC Equipment

Provide the following equipment only. Installation is not included.

Tag Data - ACR (Qty: 1)

Item	Tag(s)	Qty	Description	Model Number
A1	ACR-330	1	Ascend (TM) Air-Cooled Chiller	ACRC3305EU**REUEXNC2XFHXECEV1HBNB

Product Data - ACR

Item: A1 Qty: 1 Tag(s): ACR-330

- ACR Air-Cooled Screw Chiller
- Unit Startup By Trane
- Screw with Variable Volume Ratio (GP4Vvi)
- 460 Volt/60Hz/3Phase
- InvisiSound Standard with Noise Reduction Request
- UL Listed to U.S. and Canadian safety std via ETL - 2019
- ASME Pressure Vessel Code
- Refrigerant Charge R513A
- AHRI Certified
- ASHRAE 90.1/C743 2022 - Compliant
- Standard Cooling
- 2-pass Evaporator Standard Tube
- Grooved Pipe Connection
- Flow Switch Set Point 35cm/sec
- Evaporator only insulation for high humidity/low evap temp 1.25 inch
- 8V Condenser Coil Modules
- Coated Long Life Alloy Aluminum Coil
- EC Condenser Fan Motors
- Fan Speed 950 RPM
- Variable Frequency Drive (1 Compr/CKT)
- Single Point Unit Power Connection
- Circuit Breaker w/ High Fault Rated Control Panel
- High Short Circuit Rating
- 20A - 115V Convenience Outlet
- BACnet MS/TP Interface
- Architectural Louvered Panels
- Elastomeric Isolators
- Reactor (>30% TDD)

10-year Parts, Labor, and Refrigerant Warranty Included

Ascend Product Report

General

Chiller Model	ACR Air-Cooled Screw Chiller
Model Series	Series "C" Model
Unit Nominal Tons	330 Nominal Tons
Voltage	460 Volt/60Hz/3Phase
Refrigerant	Refrigerant Charge R513A
Number of Circuits	2
Agency Listing	UL Listed to US/Canadian Safety Std



Chiller Performance

Cooling Capacity	300.0 tons	IPLV	19.43 EER (Btu/W-h)
Cooling Efficiency	10.69 EER (Btu/W-h)		

10 Yr Parts, Labor, and Refrigerant Warranty Included

Proposal Notes/ Clarifications

- Price is valid for 30 Days.
- All freight in the continental 48 US States is included.
- Disconnect switches, circuit breakers, convenience outlets, and coil guards are not included unless otherwise noted.
- Thermostats, controls, and fire/smoke devices are not by Trane.
- Installation warranty is not included (provided by installing Contractor).
- Startup checklist required before Trane starts machine(s).
- Startup by Trane required to honor warranties.
- Contractor to confirm voltage/phase before releasing orders.
- (Fld) = Furnished by Trane, field installed by Contractor.
- Controls tie-in excluded unless noted above.
- Chiller Must Control Circulation Pumps.
- Equipment Order Release and Services rendered are dependent on receipt of PO and credit approval.
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors.
- Operation & Maintenance manuals, as-built drawings, startup and commissioning reports, and warranty documentation will be turned over to customer during startup.
- This proposal does not include anything NOT mentioned in the scope above.



Pricing and Acceptance

JEA
PO Box 4910
Jacksonville, FL 32201-3220

Site Address:
JEA Main Street Water Treatment Plant
1002 North Main St
Jacksonville, FL 32206

Price

Total Net Price (excluding taxes)..... \$ 441,395.00

Pricing Breakdown:

Materials.....\$ 372,250.00
Warranty..... \$ 69,145.00

Note: all pricing is prepared in compliance with OMNIA Racine Contract #3341. COOP Quote Number: H2-183099-23-002.

Trane shall have the right, at its discretion, to pass along any related increases should (1) its costs related to the manufacture, supply, and shipping for any product or service materially increase. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control and/or (2) any tariffs, taxes, levies or fees affecting, placed on or related to any product or service materially increases.

Financial items not included

- Bid Bond
- Payment and Performance Bond
- Guarantee of any energy, operational, or other savings

Respectfully submitted,

Bert Bost / Boone Lewis
Account Manager
Trane U.S. Inc.
E-mail: BBost@Trane.com / boone.lewis@tranetechnologies.com
Office Phone: (904) 363-6088



ACCEPTANCE

This proposal is subject to Customer’s acceptance of the attached Trane Terms and Conditions (Commercial Equipment).

We value the confidence you have placed in Trane and look forward to working with you.

Submitted By: Boone Lewis	Cell: (904) 402-4918
	Office: (904) 363-6088 Proposal Date: April 7, 2026
CUSTOMER ACCEPTANCE JEA	TRANE ACCEPTANCE Trane U.S. Inc.
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order	Signature Date
Acceptance Date:	License Number: CM-C1249843

Award #5 - Supporting Documents 04/23/26

TERMS AND CONDITIONS - COMMERCIAL EQUIPMENT

"Company" shall mean Trane U.S. Inc. for sales in the United States and Trane Canada ULC for sales in Canada.

1. Acceptance. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the sale of the described commercial equipment and any ancillary services (the "Equipment"). **COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 15 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Equipment in accordance with the Proposal and the Company's terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Equipment will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

4. Pricing and Taxes. Within forty-five (45) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Equipment are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of Equipment. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If shipment is delayed due to Customer's actions, Company may also charge Customer with storage fees. If a release is not received within 6 months following order acceptance, Company reserves the right to cancel any order. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased. The price of Equipment does not include any present or future foreign, federal, state, or local property, license, privilege, sales, use, excise, value added, gross receipts or other like taxes or assessments. Such amounts will be itemized separately to Customer, who will make prompt payment to Company. Company will accept valid exemption documentation for such taxes and assessments from Customer, if applicable. All prices include packaging in accordance with Company's standard procedures. Charges for special packaging, crating or packing are the responsibility of Customer.

5. Delivery and Delays. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

6. Performance. Company shall be obligated to furnish only the Equipment described in the Proposal and in submittal data (if such data is issued in connection with the order). Company may rely on the acceptance of the Proposal and submittal data as acceptance of the suitability of the Equipment for the particular project or location. Unless specifically stated in the Proposal, compliance with any local building codes or other laws or regulations relating to specifications or the location, use or operation of the Equipment is the sole responsibility of Customer. If Equipment is tendered that does not fully comply with the provisions of this Agreement and Equipment is rejected by Customer, Company will have the right to cure within a reasonable time after notice thereof by substituting a conforming tender whether or not the time for performance has passed.

7. Force Majeure. Company's duty to perform under this Agreement and the Equipment prices are contingent upon the non-occurrence of an Event of Force Majeure. If the Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid); and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

8. Limited Warranty. Company warrants the Equipment manufactured by Company for a period of the lesser of 12 months from initial start-up or 18 months from date of shipment, whichever is less, against failure due to defects in material and manufacture and that it has the capacities and ratings set forth in Company's catalogs and bulletins ("Warranty"). **Equipment manufactured by Company that includes required start-up and sold in North America will not be warranted by Company unless Company performs the Equipment startup.** Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; modifications made by others to the Equipment; repairs or alterations by a party other than Company that adversely affects the stability or reliability of the Equipment; vandalism; neglect; accident; adverse weather or environmental conditions; abuse or improper use; improper installation; commissioning by a party other than Company; unusual physical or electrical or mechanical stress; operation with any accessory, equipment or part not specifically approved by Company; refrigerant not supplied by Company; and/or lack of proper maintenance as recommended by Company. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Company's obligations and liabilities under this Warranty are limited to furnishing replacement equipment or parts, at its option, FCA (Incoterms 2000) factory or warehouse (f.o.b. factory or warehouse for US domestic purposes) at Company-designated shipping point, freight-allowed to Company's warranty agent's stock location, for all non-conforming Company-manufactured Equipment (which have been returned by Customer to Company). Returns must have prior written approval by Company and are subject to restocking charge where applicable. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.** No warranty liability whatsoever shall attach to Company until Customer's complete order has been paid for in full and Company's liability under this Warranty shall be limited to the purchase price of the Equipment shown to be defective. Additional warranty protection is available on an extra-cost basis and must be in writing and agreed to by an authorized signatory of the Company. **EXCEPT FOR COMPANY'S WARRANTY EXPRESSLY SET FORTH HEREIN, COMPANY DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY WARRANTIES, EXPRESS OR IMPLIED CONCERNING ITS PRODUCTS, EQUIPMENT OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF DESIGN, MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR OTHERS THAT ARE ALLEGED TO ARISE FROM COURSE OF DEALING OR TRADE.**

9. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

Award #5 - Supporting Documents 04/23/26

10. Insurance. Upon request, Company will furnish evidence of its standard insurance coverage. If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive any rights of subrogation.

11. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement, require payment prior to shipping, or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Equipment furnished and all damages sustained by Company (including lost profit and overhead).

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, PUNITIVE, EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS), OR CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY. In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

13. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION, OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.

14. Nuclear Liability. In the event that the Equipment sold hereunder is to be used in a nuclear facility, Customer will, prior to such use, arrange for insurance or governmental indemnity protecting Company against all liability and hereby releases and agrees to indemnify Company and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of Company or its suppliers.

15. Intellectual Property; Patent Indemnity. Company retains all ownership, license and other rights to all patents, trademarks, copyrights, trade secrets and other intellectual property rights related to the Equipment, and, except for the right to use the Equipment sold, Customer obtains no rights to use any such intellectual property. Company agrees to defend any suit or proceeding brought against Customer so far as such suit or proceeding is solely based upon a claim that the use of the Equipment provided by Company constitutes infringement of any patent of the United States of America, provided Company is promptly notified in writing and given authority, information and assistance for defense of same. Company will, at its option, procure for Customer the right to continue to use said Equipment, or modify it so that it becomes non-infringing, or replace same with non-infringing Equipment, or to remove said Equipment and to refund the purchase price. The foregoing will not be construed to include any Agreement by Company to accept any liability whatsoever in respect to patents for inventions including more than the Equipment furnished hereunder, or in respect of patents for methods and processes to be carried out with the aid of said Equipment. The provision of Equipment by Company does not convey any license, by implication, estoppel, or otherwise, under patent claims covering combinations of said Equipment with other devices or elements. The foregoing states the entire liability of Company with regard to patent infringement. Notwithstanding the provisions of this paragraph, Customer will hold Company harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Customer's designs or specifications or instructions.

16. Cancellation. Equipment is specially manufactured in response to orders. An order placed with and accepted by Company cannot be delayed, canceled, suspended, or extended except with Company's written consent and upon written terms accepted by Company that will reimburse Company for and indemnify Company against loss and provide Company with a reasonable profit for its materials, time, labor, services, use of facilities and otherwise. Customer will be obligated to accept any Equipment shipped, tendered for delivery or delivered by Company pursuant to the order prior to any agreed delay, cancellation, suspension or extension of the order. Any attempt by Customer to unilaterally revoke, delay or suspend acceptance for any reason whatever after it has agreed to delivery of or accepted any shipment shall constitute a breach of this Agreement. For purposes of this paragraph, acceptance occurs by any waiver of inspection, use or possession of Equipment, payment of the invoice, or any indication of exclusive control exercised by Customer.

17. Invoicing and Payment. Unless otherwise agreed to in writing by Company, equipment shall be invoiced to Customer upon tender of delivery thereof to the carrier. Customer shall pay Company's invoices within net 30 days of shipment date. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Company may at any time decline to ship, make delivery or perform work except upon receipt of cash payment, letter of credit, or security, or upon other terms and conditions satisfactory to Company. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all Equipment to secure payment in full of all amounts due Company and its order for the Equipment, together with these terms and conditions, form a security agreement (as defined by the UCC in the United States and as defined in the Personal Property Security Act in Canada). Customer shall keep the Equipment free of all taxes and encumbrances, shall not remove the Equipment from its original installation point and shall not assign or transfer any interest in the Equipment until all payments due Company have been made. The purchase money security interest granted herein attaches upon Company's acceptance of Customer's order and on receipt of the Equipment described in the accepted Proposal but prior to its installation. The parties have no agreement to postpone the time for attachment unless specifically noted in writing on the accepted order. Customer will have no rights of set off against any amounts, which become payable to Company under this Agreement or otherwise.

18. Claims. Company will consider claims for concealed shortages in shipments or rejections due to failure to conform to an order only if such claims or rejections are made in writing within 15 days of delivery and are accompanied by the packing list and, if applicable, the reasons in detail why the Equipment does not conform to Customer's order. Upon receiving authorization and shipping instructions from authorized personnel of Company, Customer may return rejected Equipment, transportation charges prepaid, for replacement. Company may charge Customer any costs resulting from the testing, handling, and disposition of any Equipment returned by Customer which are not found by Company to be nonconforming. All Equipment damaged during shipment and all claims relating thereto must be made with the freight carrier in accordance with such carrier's policies and procedures. Claims for Equipment damaged during shipment are not covered under the warranty provision stated herein.

19. Export Laws. The obligation of Company to supply Equipment under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

20. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state of New York for Equipment shipped to a U.S. location and the laws of the province to which Equipment is shipped within Canada, without regard to its conflict of law principles that might otherwise call for the application of a different state's or province's law, and not including the United Nations Convention on Contracts for the International Sale of Goods. To the extent the Equipment is being used at a site owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by

Award #5 - Supporting Documents 04/23/26

reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

21. Federal Requirements. The Parties shall comply with all United States federal labor law obligations under 29 CFR part 471, appendix A to subpart A. THE FOLLOWING PROVISIONS ARE INCORPORATED HEREIN BY REFERENCE: Executive Order 11701 and 41 CFR §§ 60-250.5(a), 60-300.5; Executive Order 11758 and 41 CFR § 60-741.5(a); U.S. immigration laws, including the L-1 Visa Reform Act of 2004 and the H-1B Visa Reform Act of 2004; and Executive Order 13496. The Parties shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to protected veteran status or disability. The Parties certify that they do not operate any programs promoting DEI that violate any applicable United States anti-discrimination laws and acknowledge and agree that their compliance with all applicable federal anti-discrimination laws is material to the federal government's payment decisions. The Parties acknowledge and agree that their employment, procurement, and contracting practices shall not consider race, color, sex, sexual preference, religion, or national origin in ways that violate United States federal civil rights laws.

22. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that Equipment ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1).

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the sale of the Equipment is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

23. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-4 (0225)
Supersedes 1-26.130-4(1024)

Award #5 - Supporting Documents 04/23/26

SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:
"Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.
"Equipment" shall have the meaning set forth in the Agreement.
"HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.
"Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.
"Services" shall have the meaning set forth in the Agreement.
2. **HVAC Machine Data; Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
 - a. Accounts. Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
 - b. Systems. Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
 - c. Restrictions. Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
 - d. Account Termination. Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
 - e. Third Party Systems. Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.
3. **Customer Data: Confidentiality.** Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.
4. **Customer Data: Compliance with Laws.** Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "**Laws**").
5. **Customer Data: Information Security Management.** Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. **Monitoring.** Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. **Audits.** Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. **Information Security Contact.** Trane's information security contact is Local Sales Office.
9. **Security Incident Management.** Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. **Threat and Vulnerability Management.** Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.

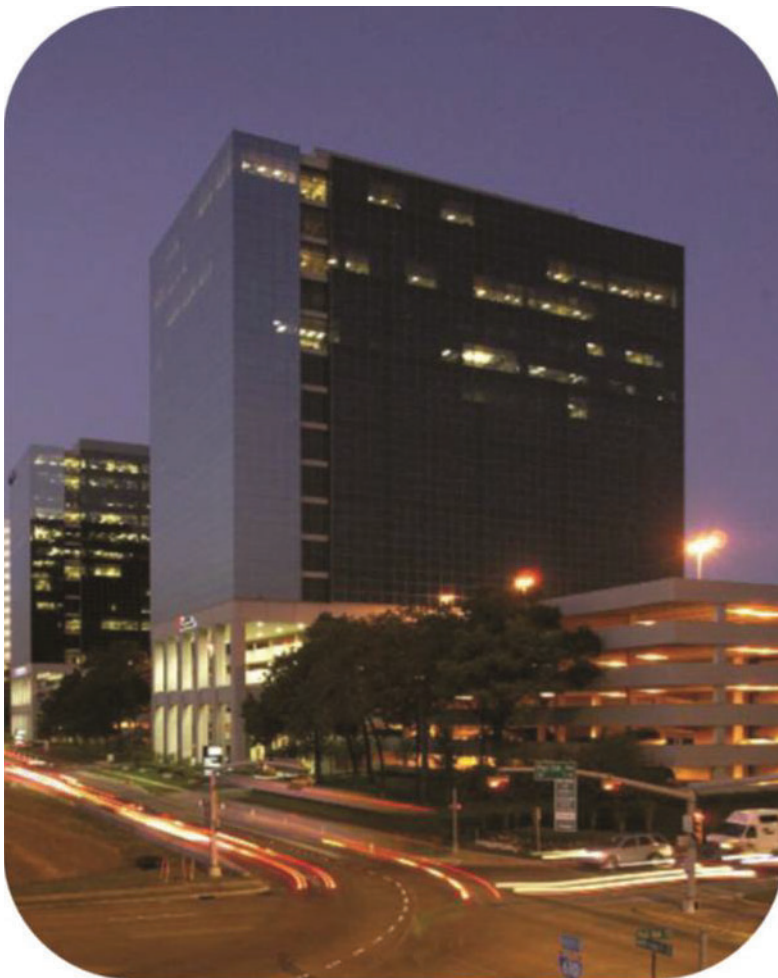
Award #5 - Supporting Documents 04/23/26

11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. Secure Disposal Policies. Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
 - (i) Data backups; and
 - (ii) Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.
16. Background Checks. Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

October 2024
Supersedes: November 2023v2



Trane Turnkey Proposal – Installation JEA Main Street Lab Chiller Replacement



Turnkey Proposal For:

JEA
PO Box 4910
Jacksonville, FL 32201-3220

Local Trane Office:

Trane U.S. Inc.
8929 Western Way
Jacksonville, FL 32256

Local Trane Representative:

Boone Lewis
Account Manager
E-mail: boone.lewis@tranetechnologies.com
Cell: (904) 402-4918
Office Phone: (904) 363-6088

Proposal ID: 7453181-7

COOP Quote Number: H2-183099-23-002

COOP or Federal Contract ID: OMNIA
Racine #3341

Date: April 7, 2026

**Prepared For:**

JEA

Date:

April 7, 2026

Job Name:

JEA Main Street Lab Chiller Installation

Proposal Number:

7453181-7

State Contractor License Number:

CM-C1249843

Payment Terms:

Net 30

Proposal Expiration Date:

30 Days

Scope of Work

“Scope of Work” and notations within are based on the following negotiated scope of work with JEA and based on the site surveys.

Mechanical Installation – BASE Scope

- Provide Pre- and Post-installation flow test and balance.
- Disconnect piping and tie down from existing chiller.
- Disconnect existing BAS BACnet connection from existing chiller.
- Rig and remove existing chiller and remove from site.
- Crane service for removal is included.
- Set (1) new chiller in place. **Chiller is not included in this proposal.**
- Install new pipe connections and unit tie down.
- Reconnect existing BAS BACnet connection to new chiller’s BACnet comm card.
- Remove debris generated by project from site.
- Mechanical permit and permit fees are included.

Electrical Installation – BASE Scope

- Disconnect power from existing chiller.
- Modify feeders as necessary to accommodate new chiller.
- Tie in power to new chiller.
- Electrical permit and permit fees are included.

Electrical Installation – ADD #1 Scope

Temporary chiller quick-connect / disconnect replacement

- Provide and install two (2) new 3p-600A disconnects.
- Provide and install one (1) connection panel for temporary generator connection with cam lock connectors.
- Replace lugs in existing 800A manual transfer switch.
- Remove existing generator PVC conduit and wire to manual transfer switches.
- Extend existing feeder cables as required.
- Work includes PVC conduit and fitting, THHN wire and terminations, DLO cable and terminations, and racks for 600A disconnects.
- Existing breaker and wiring to 800A manual transfer switch to remain.
- All work for ADD #2 scope to be done during normal business hours.

Chiller Preventative Maintenance - ADD 2A and 2B Scope

SCOPE OF SERVICES

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Air-cooled Chiller	1	Trane	ACR330	TBD	CH-1

Description	Quantity Per Year
Air-cooled Chiller Annual Maintenance (Service 1)	1
Air-cooled Chiller Quarterly Maintenance (Service 2)	3

Service 1: Air-cooled Chiller Annual Maintenance

- Customer Notification
- Initial Site Inspection
- Visual Condenser Coil Check
- Lock Out Tag Out (Standard)
- Electrical Inspection
- Meg Compressor Motor(s)
- Remove Panels Generic
- Compressor Oil Level Check- Air-Cooled Chiller
- Oil Analysis - Air-Cooled Chiller
- Leak Test (High Pressure)
- Clean Strainer
- Inspect Piping
- Coil Cleaning Water (Applied)
- Review Diagnostics
- Check Fans for Rubbing
- Check EXV Sight Glass
- Reinstall Panels Generic
- Run Service Report from TechView
- Clean and Repaint

Service 2: Air-cooled Chiller Quarterly Maintenance

- Customer Notification
- Initial Site Inspection
- Visual Condenser Coil Check
- Shut Down Unit
- Compressor Oil Level Check- Air-Cooled Chiller
- Check Fans for Rubbing
- Review Diagnostics
- Check EXV Sight Glass
- Run Service Report from TechView
- Return Unit to Normal Operation

Award #5 - Supporting Documents 04/23/26

ANY HVAC SYSTEM IS ONLY AS STRONG AS ITS INDIVIDUAL MECHANICAL COMPONENTS

This service agreement with Trane protects and enhances full system functionality by ensuring that components are well maintained and functioning to OEM standards. And it is tailored to your needs. The following are the standard inclusions of your service agreement:

TRANE SCHEDULED MAINTENANCE

Factory authorized Trane service technicians perform all periodic maintenance, following OEM standards, to keep HVAC and BAS equipment running optimally and prevent unplanned downtime. Trane assumes all responsibilities for planning, scheduling and managing routine maintenance on Trane HVAC equipment and other brands.

Advantages:

- Trust one assigned maintenance team for all HVAC equipment brands
- Receive consistent service outcomes through proprietary Six Sigma maintenance procedures
- Save money compared to ad-hoc service calls

Implementation:

- Technician visits are scheduled in advance
- Service is completed during normal business hours
- Basic supplies, such as grease, cleaning solvents and wiping cloths, are included in the annual fee

TRANE LABORATORY ANALYSIS

Trane Laboratory Analysis tests system fluids for contaminants and other physical characteristics and trends. Conditions indicating sub-optimal HVAC system performance are identified before issues become critical.

Advantages:

- Head off equipment failures and unplanned downtime
- Identify long-term equipment performance trends
- Gain definitive insights through Trane experience and expertise

Implementation:

- Samples collected by Trane technicians during maintenance as stated in this agreement
- Laboratory analysis of oil, absorption solutions and refrigerants
- Consistent testing according to Trane best-practice protocols year after year

REFRIGERANT MANAGEMENT

The US Environmental Protection Agency (EPA) has placed in effect more stringent regulations on refrigerant management and reporting in 2020 in addition to mandated leak inspections on certain appliances that exceed the leak rate threshold. Section 608 of the Clean Air Act prohibits the knowing release/venting of refrigerant during the maintenance, service, repair, or disposal of air-conditioning and refrigeration equipment. The EPA requires proper refrigerant management practices and documentation by owners and operators of refrigeration and air-conditioning systems, all servicing technicians, and others. ***The Clean Air Act requires owners to maintain records of refrigerant usage and leak rates for each air-conditioning or refrigeration appliance with refrigerant charge greater than 50 lbs. With recent definition changes from the EPA, each independent circuit is considered a separate appliance. These records must be maintained for 3 years and be directly accessible if audited by the EPA. This brief summary of Section 608 of the Clean Air Act is provided for informational purposes only and is not for the purpose of providing legal advice. You should contact your attorney to obtain advice with respect to the application of Section 608 of the Clean Air Act to your business.***



All Trane Technicians are Universally certified (the highest level possible) to service, manage, and document your refrigerant and are knowledgeable of applicable law and time constraints to repair leaks. Trane Technicians track all refrigerant in all equipment serviced regardless of appliance size (supports accurate fugitive emissions reporting where applicable).

When a customer has all their refrigerant work performed by a Trane technician - Trane Refrigerant Management software maintains complete record of refrigerant transactions and appliance leak rates. Refrigerant reports provided by Trane will contain the information to satisfy EPA record keeping requirements.

Advantages:

- Real time reporting of refrigerant leak rate informs proactive decisions
- Stay in compliance with state and federal regulations
- Provide acceptable and comprehensive documentation to authorities during audits
- Maintain company environmental standards and provides data for managing any reporting needs
- Detect potential refrigerant leaks before equipment damage occurs
- Technicians are trained to report all refrigerant handling which can aid in fugitive emissions reporting, not just for 50 lbs.+ appliances

Implementation:

- Technicians collect refrigerant information for covered equipment during onsite visits
- Refrigerant data and technician activity are entered into the Trane Refrigerant Management System
- Refrigerant Usage Reports are generated according to your needs

Tiered Service Offerings to better support your needs:

1. Trane's Standard EP Compliant S/A
 - a. Trane Technicians will provide applicable EPA documentation when required by the service activity performed
2. Trane's EPA Compliant Reporting S/A
 - a. In addition to the Standard Offering, the local Trane office will run quarterly reports that will be extended to the customer to help inform them of EPA mandated leak inspections that may be required on their equipment and the corresponding anniversary date(s) that those inspection(s) need to be completed.
3. Trane's Premium EPA Compliance S/A
 - a. In addition to the Standard and Reporting Offerings, labor to perform those leak inspections is also included.
 - b. Customer will have access to form letters and information assistance for reporting situations encountered during coverage.

Proposal Notes/ Clarifications

- Price is valid for 30 Days
- 25% of the contract amount will be billed at the beginning of the job for equipment release and mobilization. Schedule of values and estimated billing schedule to be determined during project kickoff.
- This proposal does not contain furnishing, installing, removal and reinstallation, controlling, or wiring of smoke dampers, combination fire/smoke dampers, reset stations, duct detectors, smoke detectors, or other fire alarm system devices.
- **This proposal does not include any fire protection scope.**
- **This proposal does not include engineering or engineered plans.**
- Weekend work/overtime is included as needed.
- Site lift plan and safety plans to be provided as required.
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval.
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors.
- Asbestos or hazardous material abatement removal shall be performed by customer.
- Operation & Maintenance manuals, as-built drawings, startup and commissioning reports, and warranty documentation will be turned over to customer during project closeout.
- This proposal does not include anything NOT mentioned in the scope above.



Pricing and Acceptance

JEA
PO Box 4910
Jacksonville, FL 32201-3220

Site Address:
JEA Main Street Water Treatment Plant
1002 North Main St
Jacksonville, FL 32206

Price

BASE Scope Total Net Price (excluding taxes)..... \$ 138,915.00
Labor and Installation..... \$ 138,915.00

ADD #1 Net Price (excluding taxes)..... \$ 133,800.00
Temporary chiller quick-connect / disconnect replacement (electrical)

ADD #2A Net Price (excluding taxes)..... \$ 6,040.00
Year 1 Preventative Maintenance – Chiller 1

ADD #2B Net Price (excluding taxes)..... \$ 63,202.00
Years 2-10 Preventative Maintenance – Chiller 1

Note: all pricing is prepared in compliance with OMNIA Racine Contract #3341. COOP Quote Number: H2-183099-23-002.

Trane shall have the right, at its discretion, to pass along any related increases should (1) its costs related to the manufacture, supply, and shipping for any product or service materially increase. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company’s control and/or (2) any tariffs, taxes, levies or fees affecting, placed on or related to any product or service materially increases.

Financial items not included

- Bid Bond
- Payment and Performance Bond
- Guarantee of any energy, operational, or other savings

Respectfully submitted,

Bert Bost / Boone Lewis
Account Manager
Trane U.S. Inc.
E-mail: BBost@Trane.com / boone.lewis@tranetechnologies.com
Office Phone: (904) 363-6088



ACCEPTANCE

This proposal is subject to Customer’s acceptance of the attached Trane Terms and Conditions (Commercial Turnkey Installation).

We value the confidence you have placed in Trane and look forward to working with you.

Submitted By: Boone Lewis	Cell: (904) 402-4918
	Office: (904) 363-6088 Proposal Date: April 7, 2026
CUSTOMER ACCEPTANCE JEA	TRANE ACCEPTANCE Trane U.S. Inc.
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order	Signature Date
Acceptance Date:	License Number: CM-C1249843

Award #5 - Supporting Documents 04/23/26

TERMS AND CONDITIONS – COMMERCIAL TURNKEY INSTALLATION

“Trane” or “Company” shall mean Trane U.S. Inc. for Work performed in the United States or Trane Canada ULC for Work performed in Canada.

1. Acceptance; Agreement. These terms and conditions are an integral part of Company’s offer and form the basis of any agreement (the “Agreement”) resulting from Company’s proposal (the “Proposal”) for the commercial goods and/or services described (the “Work”). **COMPANY’S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer’s order shall be deemed acceptance of the Proposal subject to Company’s terms and conditions, and the final Proposal price (“Proposal Price”). If Customer’s order is expressly conditioned upon Company’s acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company’s terms and conditions attached or referenced serves as Company’s notice of objection to Customer’s terms and as Company’s counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company’s counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer’s acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company’s terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer’s obligation to pay for Work rendered by Company to the date of cancellation.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company’s U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company’s U.S. manufacturing facility or warehouse.

4. Pricing and Taxes.

a. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer’s tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company’s factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company’s control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer’s actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.

b. **Allocation to Trane of Tax Deduction under Section 179D of the Internal Revenue Code.** For calendar tax year(s) in which (a) the provisions of Section 179D of the Internal Revenue Code are in effect and (b) the qualifying property installed as a part of the Services has been placed in service pursuant to Section 179D, Customer agrees to allocate the tax deduction available under Section 179D solely to Trane pursuant to Section 179D(d)(4) and, upon a written request from Trane, shall provide the written form of allocation to the Customer that is required by the Internal Revenue Service.

5. Exclusions from Work. Company’s obligation is limited to the Work as written and defined under the scope of Work and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company in accordance with the Change of Work process defined hereunder..

6. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer’s expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

7. Payment. For Work requiring a longer construction schedule and progress payments, Customer shall pay Company or cause Company to be paid for the Services as follows: (a) **Initial Payment:** For Upon execution hereof, [Initial Payment]% of the Contract Price (for engineering, drafting and other mobilization costs incurred prior to on-site installation) shall be due; and (b) **Progress and Final Payments:** Company will invoice in accordance with the Proposal for all materials and equipment delivered to the job site (or, as applicable, to an off-site storage facility) and for all installation, labor and services performed during the billing period; Customer shall pay all amounts due upon receipt of the invoice and any invoice not paid within ten (10) calendar days of its date shall be past due. All amounts outstanding ten (10) calendar days beyond the due date shall bear interest payable to Trane at the maximum allowable legal rate, retroactive to the due date. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due from Customer. For all other Work, Customer shall pay Company’s invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

8. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

9. Equipment Location & Access. Customer shall provide, without charge, a mutually satisfactory location or locations for the installation and operation of the equipment and the performance of the installation work, including sufficient areas for staging, mobilization, and storage. Customer shall provide access to the Premises for Trane and its contractors or subcontractors during regular business hours, or such other hours as may be requested by Trane and acceptable to Customer, to install, adjust, inspect, and correct the installation work. Trane’s access to correct any emergency condition shall not be restricted by Customer. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer’s building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer’s request.

10. Completion. When Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company’s representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer’s failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

Award #5 - Supporting Documents 04/23/26

a. Substantial Completion. When Trane considers that the Services, or a portion thereof, are substantially complete, Trane will submit to Customer a proposed "punch list" listing items of the Services to be completed prior to final completion. Customer and Trane shall inspect the Work (or portion thereof) to determine if the same is substantially complete. (Substantial Completion is defined as the stage in the progress of the Services (or designated portion thereof) when the Work is sufficiently complete so that Customer can occupy or utilize the Services for its intended use.) Customer and Trane shall add to the punch list any item of work that has not been completed. When the Services (or designated portion thereof) are substantially complete, Customer and Trane shall execute a Certificate of Substantial Completion, setting forth the date of Substantial Completion and shall state the date by which Trane shall complete the items included on the punch list.

b. Final Completion. Upon Customer's receipt of written notice from Trane that the installation work included in the Work is ready for final inspection and acceptance, Customer and Trane shall inspect the installation services and determine whether the same has been performed in accordance with the Proposal. If Customer considers the installation work to have been performed in accordance with the Proposal, Customer shall issue a Certificate of Final Completion and Acceptance, to be executed by an authorized representative of Customer. In the event Trane presents a Certificate of Final Completion and Acceptance to Customer for execution and, within fourteen (14) calendar days from the date noted in the Certificate as the date of such presentation, Customer fails to deliver an executed original of the Certificate to Trane and does not provide to Trane written objections to issuance of the Certificate, providing specific facts as to why the Services have not been finally completed, the Date of Final Completion shall be the date noted in the Certificate as the date the Certificate was submitted to Customer.

11. Changes in Work

a. Customer, by written change order, may request that Trane perform services in addition to the Work ("Change Order"). Trane shall be obligated to perform such additional services only pursuant to a Change Order agreed to and executed by Customer and Trane. The Change Order shall reflect the parties' agreement with respect to the scope of the additional services, the amount of any adjustment in the Proposal Price, and the extent of any adjustment in the contract time.

b. If a Change Order provides for an adjustment to the Proposal Price, such adjustment shall be based on one of the following methods:

- (1) A lump sum agreed to by Customer and Trane;
- (2) Unit prices set forth in this Agreement or subsequently agreed to; or
- (3) Cost of the work ordered plus a fee agreed to by the parties.

c. The following types of costs, which listing is not all-inclusive, shall be included in the determination of the cost of the additional work:

- (1) costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or industry practice or custom, and workers' compensation insurance;
- (2) costs of materials, supplies and equipment, including transportation thereof, whether the same is incorporated or consumed in the additional work;
- (3) the costs of renting machinery and equipment, except hand tools;
- (4) premium costs for all bonds and insurance, permit or other governmental approval or inspection fees, and sales, use or comparable taxes relating to the additional work; and
- (5) additional costs of supervision and field office personnel directly attributable to the additional work.

12. Permits and Governmental Fees. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

13. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

14. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Proposal Price, contract time, or both.

15. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

16. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

17. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

18. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead)

19. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

20. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, LIQUIDATED INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS

Award #5 - Supporting Documents 04/23/26

INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

21. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

22. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

23. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)" are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

24 Insurance.

a. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

b. Customer's Liability and Property Insurance. (a) Customer shall be responsible for purchasing and maintaining Commercial General Liability Insurance of the type and amount Customer deems necessary and appropriate. (b) Customer shall purchase and maintain until Final Payment property insurance for the installation work in progress at least in an amount equal to the Proposal Price, as the same may be adjusted from time to time, for the installation work (including the equipment) on a replacement cost basis with a deductible of no more than \$5,000 from an insurer reasonably acceptable to Trane. Such property insurance shall include the interests of Customer, Trane, and its subcontractors (at whatever tier) as additional insureds as their interests may appear. The property insurance purchased by Customer shall be on an all-risk policy form. The property insurance shall cover portions of the installation work stored off site after written approval of Customer at the value established in the approval. Customer, for itself and its insurance carriers, hereby waives all rights of subrogation against Trane and any of its subcontractors, agents, employees, and officers with respect to property insurance and any other insurance coverages maintained by Customer. (c) A loss insured under Customer's property insurance shall be adjusted by Customer's Insurer as a fiduciary and made payable to Customer as a fiduciary for the insureds, as their respective interests may appear, subject to requirements of any applicable mortgagee clause. Trane shall pay its subcontractors their just shares of insurance proceeds received by Customer and remitted to Trane, and, by appropriate agreements, written where legally required for validity, shall require said subcontractors to make payments to their subcontractors in a similar manner. In its fiduciary role, Customer shall have the power to negotiate and settle a loss with insurers; provided, however, that at least ten (10) days prior to agreeing to the proposed settlement, Customer shall advise the parties in interest in writing of the terms of the same and the parties in interest shall have seven (7) days thereafter to object in writing to the proposed adjustment or settlement; if such objection is made, Customer shall not enter into or agree to the proposed adjustment. (d) Certificates of insurance acceptable to the Customer and to Trane shall be provided by each party to the other prior to commencement of performance of any Services. Such certificates shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the other party. If any of the insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment.

25. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

26. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated

Award #5 - Supporting Documents 04/23/26

herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

27. Federal Requirements. The Parties shall comply with all United States federal labor law obligations under 29 CFR part 471, appendix A to subpart A. THE FOLLOWING PROVISIONS ARE INCORPORATED HEREIN BY REFERENCE: Executive Order 11701 and 41 CFR §§ 60-250.5(a), 60-300.5; Executive Order 11758 and 41 CFR § 60-741.5(a); U.S. immigration laws, including the L-1 Visa Reform Act of 2004 and the H-1B Visa Reform Act of 2004; and Executive Order 13496. The Parties shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to protected veteran status or disability. The Parties certify that they do not operate any programs promoting DEI that violate any applicable United States anti-discrimination laws and acknowledge and agree that their compliance with all applicable federal anti-discrimination laws is material to the federal government's payment decisions. The Parties acknowledge and agree that their employment, procurement, and contracting practices shall not consider race, color, sex, sexual preference, religion, or national origin in ways that violate United States federal civil rights laws.

28. Export Laws. The obligation of Company to supply Equipment and/or Services under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment and/or Services are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment and/or Services to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

29. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

30. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

31. Building Automation Systems and Network Security. Customer and Trane acknowledge that Building Automation System (BAS) and connected networks security requires Customer and Trane to maintain certain cybersecurity obligations. Customer acknowledges that upon completion of installation and configuration of the BAS, the Customer maintains ownership of the BAS and the connected network equipment. Except for any applicable warranty obligations, Customer is solely responsible for the maintenance and security of the BAS and related networks and systems. In the event there is a service agreement between Trane and Customer, Trane will provide the services as set forth in the service agreement.

In order to maintain a minimum level of security for the BAS, associated networks, network equipment and systems, Customer's cybersecurity responsibilities include without limitation:

1. Ensure that the BAS, networks, and network equipment are physically secure and not accessible to unauthorized personnel.
2. Ensure the BAS remains behind a secure firewall and properly segmented from all other customer networks and systems, especially those with sensitive information.
3. Keep all Inbound ports closed to any IP Addresses in the BAS.
4. Remove all forwarded inbound ports and IP Addresses to the BAS.
5. Maintain user login credentials and unique passwords, including the use of strong passwords and the removal of access for users who no longer require access.
6. Where remote access is desired, utilize a secure method such as Trane Connect Secure Remote Access or your own VPN.
7. For any Trane services requiring remote data transfer and/or remote user access, configure the BAS and related firewall(s) per instructions provided by Trane. This typically includes configuring Port 443 and associated firewall(s) for Outbound only.
8. Perform regular system maintenance to ensure that your BAS is properly secured, including regular software updates to your BAS and related network equipment (i.e., firewalls).

Any and all claims, actions, losses, expenses, costs, damages, or liabilities of any nature due to Customer's failure to maintain BAS security responsibilities and/or industry standards for cybersecurity are the sole responsibility of the Customer.

1-26.251-10 (07072025)
Supersedes 1-26.251-10(0325)

SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

Award #5 - Supporting Documents 04/23/26

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:
 - “**Customer Data**” means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.
 - “**Equipment**” shall have the meaning set forth in the Agreement.
 - “**HVAC Machine Data**” means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane’s controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. “**Personal Data**” means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information (“NPI”) or personal information (“PI”), such as national identification number, passport number, social security number, social insurance number, or driver’s license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier (“IMEI”), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother’s maiden name.
 - “**Security Incident**” shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.
 - “**Services**” shall have the meaning set forth in the Agreement.
2. **HVAC Machine Data; Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer’s or a third party’s website or system (each, an “Extranet”), Trane will comply with the following:
 - a. **Accounts.** Trane will ensure that Trane’s personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
 - b. **Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
 - c. **Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
 - d. **Account Termination.** Trane will terminate the account of each of Trane’s personnel in accordance with Trane’s standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane’s employment).
 - e. **Third Party Systems.** Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted “plain text” versions of the HVAC Machine Data.
3. **Customer Data; Confidentiality.** Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential (“Customer Confidential Information”) other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane’s employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.
4. **Customer Data; Compliance with Laws.** Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane’s processing of Customer Confidential Information (collectively, “**Laws**”).
5. **Customer Data; Information Security Management.** Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws (“**Information Security Program**”). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer’s Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane’s employees and agents, and others acting on Trane’s, behalf are aware of and comply with the Information Security Program’s policies, procedures, and protocols.
6. **Monitoring.** Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. **Audits.** Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. **Information Security Contact.** Trane’s information security contact is Local Sales Office.
9. **Security Incident Management.** Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. **Threat and Vulnerability Management.** Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane’s cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. **Security Training and Awareness.** New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. **Secure Disposal Policies.** Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.

Award #5 - Supporting Documents 04/23/26

13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
 - (i) Data backups; and
 - (ii) Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.
16. Background Checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

October 2024
Supersedes: November 2023v2



HVAC Products, Installation, Labor Based Solutions, and Related Products and Services
Executive Summary

Lead Agency: Racine County, Wisconsin

Solicitation: RC2022-1001

Solicitation Issued: June 15, 2022

Pre-Bid Date: June 29, 2022

Response Due Date: July 21, 2022

Awarded to: Trane U.S. Inc.

Racine County, Wisconsin issued IFB #RC2022-1001 on June 15, 2022, to establish a national cooperative contract for HVAC Products, Installation, Labor Based Solutions, and Related Products and Services.

The solicitation included cooperative purchasing language in Section II. INSTRUCTION TO BIDDERS, K. National Contract:

Subject to its fiduciary and statutory obligations, Racine County, as the Principal Procurement Agency, defined in Attachment D – National Cooperative Contract to be Administered by OMNIA Partners, has partnered with OMNIA Partners, Public Sector (“OMNIA Partners”) to make the resultant contract (also known as the “Master Agreement” in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. Racine County is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a “Participating Public Agency”) and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Attachment D – National Cooperative Contract, or as otherwise agreed to. Attachment D – National Cooperative Contract contains additional information about OMNIA Partners and the cooperative purchasing agreement.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Racine County website
- OMNIA Partners website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino County Sun, CA
- Honolulu Star-Advertiser, HI
- The Herald-News – Will County (IL)

Award #5 - Supporting Documents 04/23/26

- The Advocate – New Orleans, LA
- The New Jersey Herald, NJ
- Albany Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Deseret News, UT
- Richmond Times-Dispatch, VA
- Seattle Daily Journal of Commerce, WA
- Houston Community Newspapers, TX
- Helena Independent Record, MT
- Las Vegas Sun
- Kennebec Journal, ME

Socio-economic Outreach: To encourage participation of small businesses, minority owned businesses and women owned businesses, Historically Underutilized Businesses were notified of the Invitation to Bid.

On Thursday July 21, 2022, bids were received from the following offerors:

- Trane U.S. Inc.

Trane U.S. Inc. was the lowest responsive, responsible, and qualified bidder based on the requirements issued in the IFB. The County Executive, who was granted authority on January 11, 2022 by the Racine County Commissioners, approved the contract award. The contract was executed on August 17, 2022 with an effective date of September 1, 2022.

Contract includes HVAC Products, Installation, Labor Based Solutions, and Related Products and Services. Trane U.S. Inc. can provide products and services covering the following areas:

- Operate, Maintain & Repair
 - Connectivity and Cloud Services
 - HVAC System Management
 - HVAC System Repair
 - Rental Solutions
 - Parts and Supplies
- Energy & Sustainability
 - Energy conservation Measures
 - Energy Monitoring & Analysis
 - Active Energy Management
 - Financing & Energy Services Contracting
- Design, Upgrade & Modernize
 - Upgrading Existing Equipment
 - Building Systems Design and Upgrades
 - HVAC System Retrofits
 - Indoor Air Quality (IAQ)
- Building Systems and Technologies
 - Variable Refrigerant Flow (VRF) and Ductless Systems
 - Chillers
 - Packages Units and Split Systems

Award #5 - Supporting Documents 04/23/26

- Air Handlers, Terminal Devices, Vav and Fan Coils
- Variable Frequency Drives (VFD)
- Energy Storage
- Precision Cooling
- Building Management and Automation
 - Solutions for Large Buildings and Campuses
 - Small Building Solutions
 - Air-Fi® Wireless Communications
 - Lighting Solutions
 - Controls Solutions for Light Commercial Contractors
- Design and Analysis Software Tools

Term:

- September 1, 2022 to August 31, 2027 with the option to renew for one (1) additional five (5) year period. The anticipated full term of the contract is ten (10) years. Trane U.S. Inc. has the right to enter local “service” agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may have a full potential term (any combination of initial and renewal periods) subject to the discretion of the Participating Public Agency. Any job orders, project agreements, or maintenance agreements executed against the Master Agreement during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by both parties.

Pricing/Discount:

- Bid Form Available Upon Request.

Award #6 - Supporting Documents 04/23/26

JEA Routine Hydrant Maintenance

ITEM	DESCRIPTION	UNIT	RENEWAL PRICING	FY26 Quantities	FY26 Est.	FY27 Quantities	FY27 Est.
1	Hydrants Serviced, Painted, and Inspected	each	\$52.80	878	\$46,358.40	3,452	\$182,265.60
2	Hydrant Serviced, Inspected, Not Painted	each	\$36.00	66	\$2,376.00	2,451	\$88,236.00
3	Hydrant Inspected - found out of service (not serviced or painted)	each	\$12.00	40	\$480.00	97	\$1,164.00
4	Abrasive Blasting	each	\$86.40	381	\$32,918.40	1,213	\$104,803.20
5	Hydrant Top Coat	each	\$14.00	1,885	\$26,390.00	7,540	\$105,560.00
6	Hydrant Flow Testing	each	\$75.00			4,465	\$334,875.00
7	Hydrants Flow Testing, Serviced, Painted, and Inspected	each	\$97.80			1,700	\$166,260.00
8	Hydrants Flow Testing, Serviced, Inspected, Not Painted	each	\$81.00			1,200	\$97,200.00

\$108,522.80

\$1,080,363.80

***Rounded to match budget amounts \$108,530.87 \$1,079,000.00 \$1,187,530.87**

Award #6 - Supporting Documents 04/23/26

System	Cost Center	Expense Type	Budget Line	FY26 Total Budget	Vendor	Justification
071 - Water/Sewer Operating Fund	30606 - Sewer Grid Preventive Maintenance	2006 - INDUSTRIAL SERVICES	BL01	353,504	DMD Consultants	Hydrant Service & Painting. CPA# 189884 renewed in FY25 with 20% price increase. Inspection data is used to identify conditions that may prompt cleaning, corrective action, repairs, or replacement of existing assets. Annual contracted spend from CPA# 189884 is \$180K, but volume of work has increased. Historical Spend: FY22 \$256K, FY23 \$506K, FY24 \$297K, FY25 YTD \$0 - 3YR AVG \$353K - FY25 Annualized \$0.
071 - Water/Sewer Operating Fund	30606 - Sewer Grid Preventive Maintenance	2006 - INDUSTRIAL SERVICES	BL10	62,100	DMD Consultants	JEA water customers requesting fire protection for their properties submit Hydrant Flow Test Applications thru Sages. This budget line item would shift the assignment of the physical testing and data collection currently performed by a JEA Staff Technician to an outside contractor. Sages indicates past years have had more than 600 test per fiscal year but the number of tests per month is variable. JEA expectation is a test shall be completed within 10-days of customer payment for flow test. Budget will assume 700 tests / year at \$85 / test with 600 tests from reactive (10-day response) customer driven tests and 100 planned tests selected by JEA Planning to calibrate the water distribution model. CPA # 189884 renewed in FY25 with a 20% price increase. *MOVED FROM CC30110 TO CC30606.*
				FY26 POs Issued	307,073.13	
				FY26 Remaining	108,530.87	

COST CENTER	EXPENSE TYPE	BL	Budget New FY27 YearTotal	Budget Working FY27 Vendor	Budget Working FY27 Justification
30606 - Sewer Grid Preventive Maintenance	2006 - INDUSTRIAL SERVICES	BL01	506,000	DMD Consultants	700 tests / year at \$85 / test with 600 tests from reactive (10-day response) customer driven tests and 100 planned tests selected by JEA Planning to calibrate the water distribution model. CPA # 189884 renewed in FY25 with a 20% price increase. Combined Historical Spend: FY23 \$506K, FY24 \$297K, FY25 \$418K, FY26 YTD \$1K - 3YR AVG \$407K -
30606 - Sewer Grid Preventive Maintenance	2006 - INDUSTRIAL SERVICES	BL14	573,000	DMD Consultants	NEW BUDGET LINE FOR FY27. County Hydrant Flow Testing - This budget line item would shift the assignment of the physical testing and data collection currently performed by a JEA Staff Technician to an outside contractor. The funding would provide annual flow testing of 20% of the hydrants in Nassau (1,856 x 0.2 = 372), Duval(31,767), and St Johns (4,560 x 0.2 = 912) Counties in response to a flow test request from SJC in FY26. On a 5yr cycle. Assuming 2.7% for CPI increase in annual budget. 38,183 hydrants in JEA Distribution System. All impacts ISO rating. Suggest \$573K
			1,079,000		

Award #6 - Supporting Documents 04/23/26

Row Labels	Sum of Amount Billed	Service W/ Paint	Service W/O Paint	Sandblast & Paint	Top Coat Hydrant	Inspection Only
FY20	\$ 179,986.00	3332	1478	1150		60
FY21	\$ 270,490.00	3332	1478	1150		60
FY22	\$ 255,356.00	3661	1030	840		77
FY23	\$ 505,324.00	5597	2712	2448		99
FY24	\$ 293,365.40	1279	7527	166		128
FY25	\$ 418,784.98	3508	263	1524	7540	159
FY26						
Grand Total	\$ 1,923,306.38	20,709	14,488	7,278	7,540	583
Current Unit Price		\$52.80	\$36.00	\$86.40	\$14.00	\$12.00
Annual Avg.		3,452	2,415	1,213	7,540	97
					*based on FY25	

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; **Note: Please provide justification.**
- (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; **Note: If this is a Single Source Standard or OEM, please provide proper backup documentation.**
- (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:

Power & Pumps, Inc.

Description of Services or Supplies provided by Vendor:

ShinMaywa submersible non-clog pumps are a JEA Standard approved material used in the JEA sewer collection system. Power & Pumps is the sole authorized distributor and service provider for ShinMaywa pumps in the region. ShinMaywa pumps are currently used in over 400 JEA lift stations and WW Treatment facilities.

Regular Agenda Award #1 - Supporting Documents 4/23/26

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)

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

Robert Zammataro

Digitally signed by Robert Zammataro
Date: 2025.04.20 08:29:46-04'00'

Signature of JEA Business Unit Chief (or designee)

Robert Zammataro

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.



ShinMaywa (America), Ltd.
10737 Gateway West Suite 240
El Paso, TX 79935

January 16, 2026

Reference: Sole Source

To Whom It May Concern:

ShinMaywa (America), Ltd. is proud to work with Power & Pumps, Inc. of Jacksonville, FL as one of our distributors for our line of CNWX, CNX, and CNXH submersible non-clog pumps. The CNWX models are equipped with the revolutionary single vane SCROLL impeller. CNX and CNXH models use single vane and double vane impellers modeled after this revolutionary impeller design.

Until further notice, Power & Pumps, Inc. is the Exclusive Distributor for ShinMaywa (America), Ltd. products for the municipal market in these counties in Florida - Alachua, Baker, Bradford, Brevard, Broward, Charlotte, Citrus, Clay, Collier, Columbia, Dade, Desoto, Dixie, Duval, Flagler, Gilchrist, Glades, Hamilton, Hardee, Hernando, Hendry, Highlands, Hillsborough, Indian River, Jefferson, Lafayette, Lake, Lee, Leon, Levy, Madison, Manatee, Marion, Martin, Monroe, Nassau, Okeechobee, Orange, Osceola, Palm Beach, Pasco, Pinellas, Polk, Putnam, St. John, St. Lucie, Sarasota, Seminole, Sumter, Suwannee, Taylor, Union, Volusia, and Wakula.

All orders for new and replacement pumps & parts should be placed directly through Power & Pumps, Inc.

Power & Pumps, Inc. is also the ShinMaywa (America), Ltd. Authorized Service Center (ASC) for the counties in Florida referenced above. As our ASC, Power & Pumps, Inc. provides warranty service and standard repairs.

ShinMaywa (America), Ltd. offers a unique line of submersible non-clog pumps for the municipal market. Please contact Power & Pumps, Inc. if there are any questions about our line of pumps.

Sincerely,

Andrew W. Herndon

Andrew W. Herndon
Sales Manager
ShinMaywa (America), Ltd.

AS-603: WASTEWATER PUMP

DESCRIPTION: Wastewater Pump. See Section 433 of the current JEA Standards for specifications and requirements.

MANUFACTURER		POINT OF CONTACT		CONTACT NUMBER
SUBMERSIBLE WASTEWATER PUMPS				
	Low Speed	High Speed		
Flygt	YES	YES	David Williams	(239) 825-8384
Myers	YES	YES	Scott Strong – Custom Pump	(904) 858-9605
WILO-EMU,	YES	NO	PSI Technologies	(904) 588-2132
KSB	YES	YES	Barney’s Pump	(904) 260-0669
Hydromatic	YES	NO	Barney’s Pump	(904) 260-0669
Shinmaywa	YES	NO	David Lee	(904) 228-7602

Regular Agenda Award #1 - Supporting Documents 04/23/26

Spend 2021-2026		2021			2022			2023			2024			2025			2026		
Model Number	Total	Quantity	Unit Price	Total	Quantity	Unit Price	Total	Quantity	Unit Price	Total	Quantity	Unit Price	Total	Quantity	Unit Price	Total			
3CNWX41.5T2E	\$0.00			\$0.00			\$0.00			\$0.00	1	4620	\$4,620.00			\$0.00			
3CNWX42.2T2E	\$19,360.00	3	\$4,840.00	\$14,520.00			\$0.00	3	\$4,840.00	\$14,520.00	2	\$4,840.00	\$9,680.00			\$0.00			
3CNWX42.2T3E	\$0.00	2	\$4,840.00	\$9,680.00			\$0.00			\$0.00	1	\$4,840.00	\$4,840.00			\$0.00			
3CNWX43.7T2E	\$32,580.00	4	\$5,430.00	\$21,720.00	4	\$5,430.00	\$21,720.00			\$0.00	2	\$5,430.00	\$10,860.00	4	\$5,430.00	\$21,720.00			
3CNWX43.7T3E	\$10,860.00			\$0.00	2	5430	\$10,860.00			\$0.00			\$0.00			\$0.00			
4CNWX41.5T2E	\$0.00			\$0.00			\$0.00			\$0.00	2	4920	\$9,840.00			\$0.00			
4CNWX42.2T2E	\$61,560.00	6	\$5,130.00	\$30,780.00	15	\$5,130.00	\$76,950.00	8	\$5,130.00	\$41,040.00	8	\$5,130.00	\$41,040.00			\$0.00			
4CNWX42.2T3E	\$0.00	4	\$5,130.00	\$20,520.00			\$0.00			\$0.00			\$0.00			\$0.00			
4CNWX43.7T2E	\$211,770.00	19	\$5,430.00	\$103,170.00	38	\$5,430.00	\$206,340.00	14	\$5,430.00	\$76,020.00	29	\$5,430.00	\$157,470.00	8	\$5,430.00	\$43,440.00			
4CNWX43.7T3E	\$10,860.00	6	\$5,430.00	\$32,580.00			\$0.00	2	\$5,430.00	\$10,860.00			\$0.00			\$0.00			
4CNWX45.5T2E	\$297,990.00	23	\$6,930.00	\$159,390.00	46	\$6,930.00	\$318,780.00	20	\$6,930.00	\$138,600.00	34	\$6,930.00	\$235,620.00	2	\$6,930.00	\$13,860.00			
4CNWX45.5T3E	\$27,720.00	1	\$6,930.00	\$6,930.00	7	\$6,930.00	\$48,510.00	3	\$6,930.00	\$20,790.00	1	\$6,930.00	\$6,930.00			\$0.00			
4CNWX47.5T2E	\$131,410.00	17	\$7,730.00	\$131,410.00	36	\$7,730.00	\$278,280.00	24	\$7,730.00	\$185,520.00	21	\$7,730.00	\$162,330.00			\$0.00			
4CNWX47.5T3E	\$30,920.00	5	\$7,730.00	\$38,650.00	9	\$7,730.00	\$69,570.00	3	\$7,730.00	\$23,190.00	5	\$7,730.00	\$38,650.00			\$0.00			
4CNXH411T2E	\$50,520.00	9	\$12,630.00	\$113,670.00	5	\$12,630.00	\$63,150.00	5	\$12,630.00	\$63,150.00	6	\$12,630.00	\$75,780.00	5	\$12,630.00	\$63,150.00			
4CNXH411T3E	\$0.00	2	\$12,630.00	\$25,260.00	6	\$12,630.00	\$75,780.00			\$0.00			\$0.00			\$0.00			
4CNXH415T2E	\$192,720.00	8	\$16,060.00	\$128,480.00	11	\$16,060.00	\$176,660.00	8	\$16,060.00	\$128,480.00	4	\$16,060.00	\$64,240.00	4	\$16,060.00	\$64,240.00			
4CNXH415T3E	\$128,480.00	2	\$16,060.00	\$32,120.00	6	\$16,060.00	\$96,360.00	3	\$16,060.00	\$48,180.00	3	\$16,060.00	\$48,180.00			\$0.00			
4CNXH418T2E	\$0.00			\$0.00			\$0.00	4	16910	\$67,640.00	5	16910	\$84,550.00			\$0.00			
4CNXH418T3E	\$33,820.00	6	\$16,910.00	\$101,460.00	2	\$16,910.00	\$33,820.00			\$0.00	5	\$16,910.00	\$84,550.00	2	\$16,910.00	\$33,820.00			
4CNXH422T2E	\$0.00	2	\$19,430.00	\$38,860.00			\$0.00			\$0.00			\$0.00			\$0.00			
4CNXH422T3E	\$0.00			\$0.00			\$0.00	7	19430	\$136,010.00	5	19430	\$97,150.00	1	\$19,430.00	\$19,430.00			
4CNXH430T3E	\$0.00	5	\$25,120.00	\$125,600.00	5	\$25,120.00	\$125,600.00			\$0.00	2	\$25,120.00	\$50,240.00			\$0.00			
4CNXH437T3E	\$58,340.00	2	\$29,170.00	\$58,340.00			\$0.00			\$0.00	3	\$29,170.00	\$87,510.00			\$0.00			
6CNWX47.5T2E	\$25,290.00	1	\$8,430.00	\$8,430.00	2	\$8,430.00	\$16,860.00			\$0.00			\$0.00			\$0.00			
6CNWX47.5T3E	\$0.00			\$0.00			\$0.00	1	8430	\$8,430.00			\$0.00			\$0.00			
6CNX415T2E	\$29,200.00			\$0.00			\$0.00			\$0.00			\$0.00			\$0.00			
6CNXH411T2E	\$0.00			\$0.00			\$0.00	2	12630	\$25,260.00			\$0.00			\$0.00			
6CNXH411T3E	\$0.00			\$0.00			\$0.00	2	12630	\$25,260.00			\$0.00			\$0.00			
6CNXH415T2E	\$0.00			\$0.00			\$0.00	2	16060	\$32,120.00	4	16060	\$64,240.00			\$0.00			
6CNXH415T3E	\$0.00			\$0.00	2	16060	\$32,120.00	2	16060	\$32,120.00			\$0.00	1	16060	\$16,060.00			
6CNXH418T2E	\$0.00	4	\$16,910.00	\$67,640.00			\$0.00			\$0.00			\$0.00	2	\$16,910.00	\$33,820.00			
6CNXH418T3E	\$0.00			\$0.00			\$0.00	1	16910	\$16,910.00	3	16910	\$50,730.00			\$0.00			
6CNXH422T2E	\$0.00	2	\$19,430.00	\$38,860.00	4	\$19,430.00	\$77,720.00			\$0.00			\$0.00	2	\$19,430.00	\$38,860.00			
6CNXH422T3E	\$0.00			\$0.00	2	\$19,430.00	\$38,860.00			\$0.00	4	\$19,430.00	\$77,720.00			\$0.00			
6CNXH437T2E	\$0.00			\$0.00	2	\$32,080.00	\$64,160.00	2	\$32,080.00	\$64,160.00			\$0.00			\$0.00			
6CNXH437T3E	\$0.00			\$0.00	2	\$29,170.00	\$58,340.00	1	\$29,170.00	\$29,170.00	7	\$29,170.00	\$204,190.00			\$0.00			
8CNX430T3E	\$0.00			\$0.00			\$0.00			\$0.00	1	\$31,910.00	\$31,910.00			\$0.00			

	\$1,353,400.00		\$1,308,070.00		\$1,890,440.00		\$1,187,430.00		\$1,702,870.00		\$348,400.00
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	3 Yr. Est.	Monthly Avg.
Annual Avg.	\$1,488,442.00	\$4,465,326.00
		\$124,036.83

	FY26	FY27	FY28	FY29		Total
Budget Estimate	\$372,110.50	\$1,488,442.00	\$1,488,442.00	\$1,116,331.50		\$4,465,326.00



803 Myrtle Ave N
Jacksonville, FL 32204-1033

904-356-5881
www.mceautomation.com/power-pumps

Date: April 16, 2026

JEA
Darriel Brown Jr, CPSM
Jacksonville, FL 32201

Subject: Commercial Pricing Agreement – Shinmaywa Equipment

Dear Mr. Brown,

On behalf of Power & Pumps, Inc., we appreciate the opportunity to continue supporting JEA's operational needs. In recognition of our ongoing relationship and JEA's commitment to ShinMaywa equipment, we are pleased to extend the following commercial pricing arrangement.

Power & Pumps hereby offers JEA a **ten percent (10%) discount off ShinMaywa's published list prices** for applicable equipment and associated components. This discount shall be effective for a period of **five (5) years** from the execution date of this agreement.

The discounted prices shall directly correspond to ShinMaywa's then-current published list prices. In the event ShinMaywa implements a price increase during the term of this agreement, the applicable list prices shall be adjusted accordingly, and the **10% discount shall remain unchanged and continue to be applied to the updated list prices** for the remainder of the agreement term.

This pricing arrangement is intended to provide transparency and long-term value while maintaining alignment with Power & Pumps' standard pricing policies. All other standard commercial terms and conditions shall apply unless otherwise agreed to in writing.

We value our partnership with JEA and look forward to supporting your organization with reliable products and responsive service. Please do not hesitate to contact me should you have any questions or require additional information.

Sincerely,

David Lee
Territory Account Manager
Power & Pumps, Inc.
904-228-7602
dlee@powerandpumps.com

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; **Note: Please provide justification.**
- (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; **Note: If this is a Single Source Standard or OEM, please provide proper backup documentation.**
- (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:

Veolia Water Technologies Treatment Solutions USA Inc.

Description of Services or Supplies provided by Vendor:

Veolia Water Technologies is the manufacturer of the Ozonia Ultraviolet (UV) Disinfection System installed at JEA Wastewater Treatment and Reuse Facilities. Replacement parts are needed for the UV disinfection system to ensure proper operation.

Regular Agenda Award #2 - Supporting Documents 04/23/26

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)
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

Signature of JEA Business Unit Chief (or designee)

Robert Zammataro

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.

Regular Agenda Award #2 - Supporting Documents 04/23/26

Reference	Description	Est. Quantity (annual)	Part #	FY25/FY26 Unit Price (current)	FY25/FY26 (current) Total	FY26/FY27 Unit Price	FY26/FY27 Total	FY27/FY28 Unit Price	FY27/FY28 Total	FY28/FY29 Unit Price	FY28/FY29 Total	FY28/FY29 Unit Price	FY28/FY29 Total	FY29/FY30 Unit Price	FY29/FY30 Total	FY30/FY31 Unit Price	FY30/FY31 Total
Mandarin 3X UV Parts	LAMP, COMPLETE ASSY, UV 3X, 400W, LSI	300	X0016H15	\$17,229	\$5,170,700		\$184.37	\$55,311.00	\$193.59	\$58,076.55	\$203.27	\$60,980.38	\$213.43	\$64,029.40	\$224.10	\$67,230.87	
Mandarin 3X UV Parts	JACKET, QUARTZ, 44MM X 1887MM, UV 3X	40	X0015H14	\$101.50	\$4,060.00	\$104.55	\$4,182.00	\$109.78	\$4,391.10	\$115.27	\$4,610.68	\$121.03	\$4,841.19	\$127.08	\$5,083.25		
Mandarin 3X UV Parts	TOP LAMP SUPPORT ASSY, NO O-RINGS, UV 3X	15	X0027H02/3228702	\$18.44	\$276.60	\$18.99	\$284.85	\$19.94	\$299.09	\$20.94	\$314.05	\$22.98	\$343.75	\$25.08	\$376.20		
Mandarin 3X UV Parts	TOP LAMP SUPPORT O-RING, UV 3X, HICAP	15	X0027G06/3228659	\$8.72	\$130.80	\$8.98	\$134.70	\$9.43	\$141.44	\$9.93	\$148.95	\$10.40	\$156.00	\$11.02	\$165.30		
Mandarin 3X UV Parts	O-RING, JACKET SEAL, ENCLOSURE SIDE, UV 3X	15	X0027G07/3228710	\$11.74	\$176.10	\$11.94	\$224.10	\$15.69	\$235.31	\$16.47	\$274.07	\$17.29	\$259.42	\$18.16	\$272.39		
Mandarin 3X UV Parts	MOTOR, GEAR, UV 3X-S, HICAP-S, 40 HO-S	1	X0002G121	\$441.61	\$441.61	\$625.00	\$625.00	\$666.25	\$666.25	\$689.06	\$689.06	\$723.52	\$723.52	\$759.69	\$759.69		
Mandarin 3X UV Parts	3X Wiper Motors Adapter Harness	3	X0002G001	\$60.00	\$180.00	\$64.00	\$192.00	\$70.00	\$210.00	\$75.00	\$225.00	\$80.00	\$240.00	\$85.00	\$255.00		
Mandarin 3X UV Parts	COUPLING, TORQUE LIMITING ASSY, UV 3X,	2	X0002G30	\$558.16	\$1,116.32	\$678.00	\$1,356.00	\$711.90	\$1,423.80	\$747.50	\$1,494.99	\$784.87	\$1,569.74	\$824.11	\$1,648.23		
Mandarin 3X UV Parts	NUT, ACME, SPLIT, DELRIN AF, UV 3X, HICAP	6	X0002G76	\$405.00	\$810.00	\$420.00	\$840.00	\$441.00	\$882.00	\$463.05	\$926.10	\$486.20	\$972.41	\$510.51	\$1,021.03		
Mandarin 3X UV Parts	THRUST BEARING UPPER 3X	2	X0002G34	\$48.42	\$96.84	\$51.33	\$102.66	\$53.90	\$107.79	\$56.59	\$113.18	\$59.42	\$118.84	\$62.39	\$124.78		
Mandarin 3X UV Parts	SHAFT SEAL	2	X0002G36	\$14.80	\$29.60	\$15.24	\$30.48	\$16.00	\$32.00	\$16.80	\$33.60	\$17.64	\$35.28	\$18.52	\$37.05		
Mandarin 3X UV Parts	SPLIT BRUSH HOUSING - UV - 3X, HICAP	2	X0025G21	\$1.50	\$3.00	\$1.52	\$3.04	\$1.60	\$3.19	\$1.68	\$3.35	\$1.76	\$3.52	\$1.85	\$3.70		
Mandarin 3X UV Parts	SPLIT BRUSH INVERTED COIL, UV 3X, HICAP	2	X0025G22	\$5.00	\$10.00	\$5.15	\$10.30	\$5.41	\$10.82	\$5.68	\$11.36	\$5.96	\$11.92	\$6.26	\$12.52		
Mandarin 3X UV Parts	WIRING HARNESS, LAMP POWER, LONG, UV 3X	2	X0039G01	\$405.00	\$810.00	\$428.05	\$856.00	\$449.45	\$898.91	\$471.93	\$943.85	\$495.92	\$991.04	\$520.39	\$1,040.59		
Mandarin 3X UV Parts	WIRING HARNESS, LAMP POWER, MEDIUM, UV 3X	2	X0039G02	\$408.00	\$816.00	\$433.00	\$866.00	\$454.65	\$909.30	\$477.38	\$954.77	\$501.23	\$1,002.50	\$526.31	\$1,052.63		
Mandarin 3X UV Parts	WIRING HARNESS, LAMP POWER, SHORT, UV 3X	2	X0039G03	\$411.00	\$822.00	\$423.00	\$846.00	\$444.15	\$888.30	\$466.36	\$932.72	\$489.68	\$979.35	\$514.16	\$1,028.32		
Mandarin 3X UV Parts	WIRING HARNESS, MOTOR/LIMIT SWITCH, UV 3X	5	X0040H01	\$205.00	\$1,025.00	\$305.00	\$1,525.00	\$320.25	\$1,601.25	\$336.26	\$1,681.31	\$353.08	\$1,765.38	\$370.73	\$1,853.65		
Mandarin 3X UV Parts	WIRING HARNESS, SENSOR & LID, UV 3X	5	X0041H01	\$180.00	\$900.00	\$270.00	\$1,350.00	\$283.50	\$1,417.50	\$297.68	\$1,488.38	\$312.56	\$1,562.79	\$328.19	\$1,649.93		
Mandarin 3X UV Parts	GROMMET, CLOSED END, 44MM, UV 3X, 3X-S	5	X0041H02	\$10.75	\$53.75	\$11.07	\$55.35	\$11.62	\$58.10	\$12.20	\$61.00	\$12.81	\$64.05	\$13.46	\$67.28		
Mandarin 3X UV Parts	LAMP CONTROL CENTER UV 3X, 3X-S TYPE "A"	2	X0075H03	\$6,924.83	\$13,849.66	\$7,350.00	\$14,700.00	\$7,712.50	\$15,425.00	\$8,103.38	\$16,206.75	\$8,500.54	\$17,017.09	\$8,933.97	\$17,867.94		
Mandarin 3X UV Parts	Ballast Card, ZED, PCC, UV 40, 3X, 3X-S	10	X0075G07	\$837.95	\$8,379.50	\$863.09	\$8,630.90	\$906.24	\$9,062.40	\$951.56	\$9,515.57	\$999.13	\$9,991.35	\$10,490.90	\$10,490.90		
Mandarin 3X UV Parts	Control Card, ZED, PCC, UV 3X, 3X-S	5	X0075G08	\$850.00	\$4,250.00	\$875.50	\$4,377.50	\$919.28	\$4,596.38	\$965.24	\$4,826.19	\$1,013.50	\$5,067.50	\$1,064.18	\$5,320.88		
Mandarin BMC UV Parts	LAMP 58" ARC 18" PIGTAIL MC UV	800	59621G05	\$30.00	\$24,000.00	\$35.00	\$28,000.00	\$36.75	\$29,400.00	\$38.59	\$30,870.00	\$40.52	\$32,415.00	\$42.54	\$34,034.18		
Mandarin BMC UV Parts	JACKET, QUARTZ, 67" TT NB, UV 40-HO Gen1	40	X0015H13	\$26.00	\$1,040.00	\$26.78	\$1,071.20	\$28.12	\$1,124.76	\$29.52	\$1,181.00	\$31.00	\$1,240.00	\$32.55	\$1,302.05		
Mandarin BMC UV Parts	SEAL, JACKET, DOUBLE LIP, FLANGE, UV	10	X0027H03	\$4.50	\$45.00	\$4.50	\$45.00	\$11.99	\$119.90	\$12.59	\$125.90	\$13.22	\$132.19	\$13.88	\$138.80		
Mandarin BMC UV Parts	FILLER, SPONGE, SILICON	100	X0031G02	\$0.50	\$50.00	\$0.58	\$58.00	\$0.61	\$61.00	\$0.64	\$64.00	\$0.67	\$67.00	\$0.70	\$70.00		
Mandarin BMC UV Parts	SPACER CLIP, SS, UV 40-HO	50	X0031G03	\$0.98	\$49.00	\$1.10	\$55.00	\$1.16	\$57.75	\$1.21	\$60.64	\$1.27	\$63.67	\$1.34	\$66.85		
Mandarin BMC UV Parts	BALLAST, ASSY, 120V	40	61795G02	\$194.60	\$7,784.00	\$238.00	\$9,520.00	\$249.90	\$9,996.00	\$262.40	\$10,496.00	\$275.51	\$11,020.59	\$289.29	\$11,571.62		
Mandarin BMC UV Parts	LAMP CONTROL ASSY LCA UV, MULTI CYCLE	5	59854G01	\$1,066.67	\$5,333.35	\$1,311.63	\$6,558.15	\$1,188.21	\$5,941.06	\$1,247.62	\$6,238.11	\$1,310.00	\$6,550.02	\$1,375.50	\$6,875.52		
Mandarin BMC UV Parts	DCA Assembly UV-B	3	61834G01	\$528.15	\$1,584.45	\$543.99	\$1,631.97	\$571.19	\$1,713.57	\$599.75	\$1,799.25	\$626.74	\$1,889.21	\$661.22	\$1,983.67		
Mandarin BMC UV Parts	DCA Circuit Board UV-B	3	59810G01	\$331.80	\$995.40	\$331.80	\$995.40	\$348.39	\$1,045.17	\$365.81	\$1,097.43	\$384.10	\$1,152.30	\$403.30	\$1,209.91		
Mandarin BMC UV Parts	WIRING HARNESS, POWER DISTRIBUTION,	5	61807G01	\$134.18	\$670.90	\$134.18	\$670.90	\$140.89	\$704.45	\$147.93	\$739.67	\$155.33	\$776.65	\$163.10	\$815.48		
Mandarin BMC UV Parts	WIRING HARNESS, PHOTOCELL DATA	2	61804G01	\$83.33	\$166.66	\$83.33	\$166.66	\$87.99	\$175.98	\$91.87	\$183.74	\$96.46	\$192.93	\$101.29	\$202.58		
Mandarin BMC UV Parts	CABLES, DATA, DCA TO LCA, SET OF 5	4	59826G99	\$86.82	\$347.28	\$86.82	\$347.28	\$91.16	\$364.64	\$95.72	\$382.88	\$100.51	\$402.02	\$105.53	\$422.12		
Mandarin BMC UV Parts	SWITCH, DOOR INTERLOCK UV, 16A 2P	2	59987H01	\$58.73	\$117.46	\$58.73	\$117.46	\$61.67	\$123.33	\$64.75	\$129.50	\$67.99	\$135.97	\$71.39	\$142.77		
Mandarin BMC UV Parts	FAN, 125V, UV B-SYSTEM	5	59768H04	\$107.84	\$539.20	\$242.00	\$1,210.00	\$254.10	\$1,270.50	\$266.81	\$1,334.03	\$280.15	\$1,400.75	\$294.15	\$1,470.76		
Mandarin BMC UV Parts	DATA CABLE ASSY "B" & HO SYSTEMS 70FT	5	61809G02	\$94.70	\$473.50	\$97.54	\$487.70	\$102.42	\$512.09	\$107.54	\$537.69	\$112.91	\$564.57	\$118.56	\$592.80		
Mandarin BMC UV Parts	PHOTOCELL INTENSITY SENSOR UV B-SYSTEM	2	61784G01/61834G01	\$457.56	\$915.12	\$543.99	\$1,087.98	\$571.19	\$1,142.38	\$599.75	\$1,199.50	\$629.74	\$1,259.47	\$661.22	\$1,322.45		
Ponte Vedra UV Parts	LAMP 58" ARC 18" PIGTAIL MC UV	250	59621G05	\$30.00	\$7,500.00	\$35.00	\$8,750.00	\$36.75	\$9,187.50	\$38.59	\$9,646.88	\$40.52	\$10,129.22	\$42.54	\$10,635.68		
Ponte Vedra UV Parts	JACKET, QUARTZ, 67" TT NB, UV 40-HO Gen1	40	X0015H13	\$26.00	\$1,040.00	\$26.78	\$1,071.20	\$28.12	\$1,124.76	\$29.52	\$1,181.00	\$31.00	\$1,240.00	\$32.55	\$1,302.05		
Ponte Vedra UV Parts	SEAL, JACKET, DOUBLE LIP, FLANGE, UV	10	X0027H03	\$4.50	\$45.00	\$4.50	\$45.00	\$11.99	\$119.90	\$12.59	\$125.90	\$13.22	\$132.19	\$13.88	\$138.80		
Ponte Vedra UV Parts	FILLER, SPONGE, SILICON	100	X0031G02	\$0.50	\$50.00	\$0.58	\$58.00	\$0.61	\$61.00	\$0.64	\$64.00	\$0.67	\$67.00	\$0.70	\$70.00		
Ponte Vedra UV Parts	SPACER CLIP, SS, UV 40-HO G1 G2	50	X0031G03	\$0.98	\$49.00	\$1.10	\$55.00	\$1.16	\$57.75	\$1.21	\$60.64	\$1.27	\$63.67	\$1.34	\$66.85		
Ponte Vedra UV Parts	BALLAST, ASSY, 120V	27	61795G02	\$194.60	\$5,254.20	\$238.00	\$6,426.00	\$249.90	\$6,741.30	\$262.40	\$7,084.67	\$275.51	\$7,436.90	\$289.29	\$7,810.84		
Ponte Vedra UV Parts	LAMP CONTROL ASSY LCA UV, MULTI CYCLE	6	59854G01	\$1,783.33	\$10,699.98	\$1,183.63	\$7,101.78	\$1,188.21	\$7,129.21	\$1,247.62	\$7,485.73	\$1,310.00	\$7,866.00	\$1,375.50	\$8,252.02		
Ponte Vedra UV Parts	DCA Assembly UV-B	7	61834G01	\$528.15	\$3,697.05	\$543.99	\$3,807.93	\$571.19	\$3,998.33	\$599.75	\$4,198.24	\$629.74	\$4,408.15	\$661.22	\$4,628.56		
Ponte Vedra UV Parts	DCA Circuit Board UV-B	2	59810G01	\$331.80	\$663.60	\$331.80	\$663.60	\$348.39	\$696.78	\$365.81	\$731.62	\$384.10	\$768.20	\$403.30	\$806.61		
Ponte Vedra UV Parts	WIRING HARNESS, POWER DISTRIBUTION,	2	61807G01	\$134.18	\$268.36	\$134.18	\$268.36	\$140.89	\$281.78	\$147.93	\$295.87	\$155.33	\$310.66	\$163.10	\$326.19		
Ponte Vedra UV Parts	WIRING HARNESS, PHOTOCELL DATA	15	61804G01	\$83.33	\$1,249.95	\$83.33	\$1,249.95	\$87.50	\$1,312.45	\$91.87	\$1,378.07	\$96.46	\$1,446.97	\$101.29	\$1,519.32		
Ponte Vedra UV Parts	CABLES, DATA, DCA TO LCA, SET OF 5	20	59826G99	\$86.82	\$1,736.40	\$86.82	\$1,736.40	\$91.16	\$1,823.22	\$95.72	\$1,914.38	\$100.51	\$2,010.10	\$105.53	\$2,110.61		
Ponte Vedra UV Parts	SWITCH, DOOR INTERLOCK UV, 16A 2P	6	59987H01	\$58.73	\$352.38	\$58.73	\$352.38	\$61.67	\$370.00	\$64.75	\$388.50	\$67.99	\$407.90	\$71.39	\$427.38		
Ponte Vedra UV Parts	FAN, 125V, UV B-SYSTEM	5	59768H04	\$106.47	\$532.35	\$242.00	\$1,210.00	\$254.10	\$1,270.50	\$266.81	\$1,334.03	\$280.15	\$1,400.75	\$294.15	\$1,470.76		
Ponte Vedra UV Parts	DATA CABLE ASSY "B" & HO SYSTEMS 70FT	20	61809G02	\$94.70	\$1,894.00	\$97.54	\$1,950.80	\$102.42	\$2,048.34	\$107.54	\$2,150.76	\$112.91	\$2,258.29	\$118.56	\$2,371.21		
Ponte Vedra UV Parts	PHOTOCELL INTENSITY SENSOR UV B-SYSTEM	6	61784G01/61834G01	\$457.56	\$2,745.39	\$543.99	\$3,263.94	\$571.19	\$3,427.14	\$599.75	\$3,592.50	\$629.74	\$3,862.24	\$661.22	\$4,133.46		
Blacks Ford UV Parts	LAMP 58" ARC 20" 20AWG PIGTAIL 40HO WARM	2,100	X0016H19	\$31.00	\$65,100.00	\$33.17	\$69,657.00	\$34.83	\$73,139.85	\$36.57	\$76,796.84	\$38.40	\$80,636.68	\$40.32	\$84,668.52		
Blacks Ford UV Parts	JACKET, QUARTZ, 67" TT NB, UV 40-HO Gen1	1,000	X0015H13	\$26.00	\$26,000.00	\$26.78	\$26,780.00	\$28.12	\$28,120.00	\$29.52	\$29,520.00	\$31.00	\$31,000.00	\$32.55	\$32,550.00		
Blacks Ford UV Parts	TOP LAMP SUPPORT ASSY	1	X0027H01	\$15.50	\$15.50	\$15.97	\$15.97	\$16.71	\$16.71	\$17.41	\$17.41	\$18.16	\$18.16	\$19.00	\$19.00		
Blacks Ford UV Parts	FILLER, SPONGE, SILICON	100	X0031G02	\$0.50	\$50.00	\$0.58	\$58.00	\$0.61	\$61.00	\$0.64	\$64.00	\$0.67	\$67.00	\$0.70	\$70.00		
Blacks Ford UV Parts	SPACER CLIP, SS, UV 40-HO	1															

Regular Agenda Award #2 - Supporting Documents 04/23/26

FY25/FY26 Total Current	Contract Yr. 1 FY26/FY27 Total	Contract Yr. 2 FY27/FY28 Total	Contract Yr. 3 FY28/FY29 Total	Contract Yr. 4 FY29/FY30 Total	Contract Yr. 5 FY30/FY31 Total	5 Year Total	Cost per mth.
\$399,913.99	\$426,398.02 6.62%	\$447,717.92 5.00%	\$470,103.82 5.00%	\$493,609.01 5.00%	\$518,289.44 5.00%	\$2,356,118.20	\$39,268.64
	FY26 3 \$117,805.91	FY27 12 \$471,223.64	FY28 12 \$471,223.64	FY29 12 \$471,223.64	FY30 12 \$471,223.64	FY31 9 \$353,417.73	\$2,356,118.20

		Veolia Water Technologies Treatment Solutions USA Inc. 600 WILLOW TREE RD LEONIA NJ 07605 UNITED STATES PHONE: 1-201-676-2525			<h2 style="margin: 0;">Quotation</h2>		
Quote Date		Quotation Exp. Date			Veolia TS Quote		
01APR2026		30SEP2027			20710593		
Sales org.		Sales Representative / Contact			Reference		
B611		Darriel Brown Jr, CPSM			Mandarin 3X UV Parts FY 2026-2027		
Sold to : 1000151396 JEA WATER & SEWER PO BOX 4910 JACKSONVILLE FL 32201-4910 UNITED STATES				Ship to : 4000216285 JEA WATER & SEWER/MANDARIN WRF 10828 HAMPTON ROAD JACKSONVILLE FL 32257 UNITED STATES			
Bill to : 0000510704 JEA WATER & SEWER PO BOX 4910 JACKSONVILLE FL 32201-4910 UNITED STATES				Payment terms			
				Net 30 Days From Invoice Date			
				Inco terms			
				FCA PLANT			
Currency: U.S. Dollar				Freight: Freight PrePaid and Add			
SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount	
10	X0016H15 LAMP, COMPLETE ASSY, UV 3X, 400W, LSI 1 EA	1	EA	184.37	EA	184.37	
20	X0015H14 JACKET, QUARTZ, 44MM X 1887MM, UV 3X 1 EA	1	EA	104.55	EA	104.55	
30	3228702 ASSY, TOP, LAMP, SUPPORT, AQ.3X 1 EA	1	EA	18.99	EA	18.99	
40	3228659 O-RING, H-TEMP, D-50A, 2.145OD, 1.25ID, 0.21W 1 EA	1	EA	8.98	EA	8.98	
50	3228710 O-RING, H-TEMP, D-50A, 3.02OD, 2.6ID, 0.21W 1 EA	1	EA	14.94	EA	14.94	
60	X0002G121 MOTOR, GEAR, UV 3X-S, HICAP-S, 40 HO-S 1 EA	1	EA	625.00	EA	625.00	
70	X0002G001						

Thank you for your Consideration. To place an order, please email signed Purchase Orders to the Customer Care:


csc.treatmentsolutions@veolia.com.

To ensure that you receive the pricing quoted, please reference this quotation number on your order.

All sales are subject to our terms and conditions, contained with this quotation.

Freight for Bulk Delivery and specialized freight charges, where applicable, are not included unless specifically indicated in the materials listing above.

Pricing above does not include applicable taxes, which will be applied at time of order.

		Veolia Water Technologies Treatment Solutions USA Inc. 600 WILLOW TREE RD LEONIA NJ 07605 UNITED STATES PHONE: 1-201-676-2525			<h2 style="margin: 0;">Quotation</h2>		
Quote Date		Quotation Exp. Date			Veolia TS Quote		
01APR2026		30SEP2027			20710593		
Sales org.		Sales Representative / Contact			Reference		
B611		Darriel Brown Jr, CPSM			Mandarin 3X UV Parts FY 2026-2027		
Sold to : 1000151396 JEA WATER & SEWER PO BOX 4910 JACKSONVILLE FL 32201-4910 UNITED STATES				Ship to : 4000216285 JEA WATER & SEWER/MANDARIN WRF 10828 HAMPTON ROAD JACKSONVILLE FL 32257 UNITED STATES			
Bill to : 0000510704 JEA WATER & SEWER PO BOX 4910 JACKSONVILLE FL 32201-4910 UNITED STATES				Payment terms			
				Net 30 Days From Invoice Date			
				Inco terms			
FCA PLANT							
Currency: U.S. Dollar				Freight: Freight PrePaid and Add			
SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount	
	3X Wiper Motors Adapter Harness						
	1 EA	1	EA	64.00	EA	64.00	
80	X0002G30						
	COUPLING, TORQUE LIMITING ASSY, UV 3X,						
	1 EA	1	EA	678.00	EA	678.00	
90	X0002G76						
	NUT,3/4"-6 TPI,SPLIT ACME OBS X0002G122						
	1 EA	1	EA	420.00	EA	420.00	
100	X0002G34						
	THRUST BEARING UPPER 3X						
	1 EA	1	EA	51.33	EA	51.33	
110	X0002G36						
	SHAFT SEAL						
	1 EA	1	EA	15.24	EA	15.24	
120	X0025G21						
	SPLIT BRUSH HOUSING - UV - 3X, HICAP						
	1 EA	1	EA	1.52	EA	1.52	
130	X0025G22						
	SPLIT BRUSH INVERTED COIL, UV 3X, HICAP						

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		Veolia Water Technologies Treatment Solutions USA Inc. 600 WILLOW TREE RD LEONIA NJ 07605 UNITED STATES PHONE: 1-201-676-2525			<h2 style="margin: 0;">Quotation</h2>		
Quote Date		Quotation Exp. Date			Veolia TS Quote		
01APR2026		30SEP2027			20710593		
Sales org.		Sales Representative / Contact			Reference		
B611		Darriel Brown Jr, CPSM			Mandarin 3X UV Parts FY 2026-2027		
Sold to : 1000151396 JEA WATER & SEWER PO BOX 4910 JACKSONVILLE FL 32201-4910 UNITED STATES				Ship to : 4000216285 JEA WATER & SEWER/MANDARIN WRF 10828 HAMPTON ROAD JACKSONVILLE FL 32257 UNITED STATES			
Bill to : 0000510704 JEA WATER & SEWER PO BOX 4910 JACKSONVILLE FL 32201-4910 UNITED STATES				Payment terms			
				Net 30 Days From Invoice Date			
				Inco terms			
				FCA PLANT			
Currency: U.S. Dollar				Freight: Freight PrePaid and Add			
SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount	
140	1 EA X0039G01 WIRING HARNESS, LAMP POWER, LONG, UV 3X	1	EA	5.15	EA	5.15	
150	1 EA X0039G02 WIRING HARNESS, LAMP POWER, MEDIUM,UV 3X	1	EA	428.05	EA	428.05	
160	1 EA X0039G03 WIRING HARNESS, LAMP POWER, SHORT, UV 3X	1	EA	433.00	EA	433.00	
170	1 EA X0040H01 WIRING HARNESS, MOTOR/LIMIT SWITCH,UV 3X	1	EA	423.00	EA	423.00	
180	1 EA X0041H01 WIRING HARNESS, SENSOR & LID, UV 3X	1	EA	305.00	EA	305.00	
190	1 EA X0031H02 GROMMET, CLOSED END, 44MM,UV 3X,3X-S	1	EA	270.00	EA	270.00	
	1 EA	1	EA	11.07	EA	11.07	

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		Veolia Water Technologies Treatment Solutions USA Inc. 600 WILLOW TREE RD LEONIA NJ 07605 UNITED STATES PHONE: 1-201-676-2525			<h1>Quotation</h1>		
		Quote Date 01APR2026		Quotation Exp. Date 30SEP2027		Veolia TS Quote 20710593	
Sales org. B611		Sales Representative / Contact Darriel Brown Jr, CPSM			Reference Mandarin 3X UV Parts FY 2026-2027		
Sold to : 1000151396 JEA WATER & SEWER PO BOX 4910 JACKSONVILLE FL 32201-4910 UNITED STATES				Ship to : 4000216285 JEA WATER & SEWER/MANDARIN WRF 10828 HAMPTON ROAD JACKSONVILLE FL 32257 UNITED STATES			
Bill to : 0000510704 JEA WATER & SEWER PO BOX 4910 JACKSONVILLE FL 32201-4910 UNITED STATES				Payment terms Net 30 Days From Invoice Date			
				Inco terms FCA PLANT			
				Currency: U.S. Dollar			
				Freight: Freight PrePaid and Add			
SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount	
200	X0075H03 POWER CONTROL CENTER,UV 3X,3X-S TYPE "A" 1 EA	1	EA	7,350.00	EA	7,350.00	
210	X0075G07 Ballast Card, ZED, PCC, UV 3X,3X-S 1 EA	1	EA	863.09	EA	863.09	
220	X0075G08 Control Card, ZED, PCC, UV 3X,3X-S 1 EA	1	EA	875.50	EA	875.50	
Freight will be prepaid and added to the invoice.							
NET PRICE						USD 13,150.78	
TOTAL AMOUNT						13,150.78	

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 Pricing above does not include applicable taxes, which will be applied at time of order.

Terms and Conditions of Sale

1. **Exclusive Terms and Conditions.** Together with any other terms that any legal entity that is part of the Veolia Water Technologies & Solutions business ("Seller") and the legal entity purchasing the Goods and Services ("Buyer") agree to in writing, and with the last proposal in order of time issued by the Seller, these Terms and Conditions of Sale form the exclusive terms ("Agreement") whereby Buyer agrees to purchase, and Seller agrees to sell products and equipment ("Goods") and provide advice, instruction and other services in connection with the sale of those Goods ("Services"). Buyer agrees that this Agreement will control the relationship by accepting Goods and Services from Seller, even if Buyer sends to Seller other terms and conditions to which Seller may not respond.
2. **Buyer Obligations.** Seller will not control the actual operation of either Buyer's systems or Goods at the site, and unless otherwise specifically agreed in writing, dosification and/or installation of Goods shall be the responsibility of Buyer. Goods and Services provided hereunder are based upon the information Buyer makes available to Seller, and Seller reserves the right to utilize the most compact and feasible design compatible with sound engineering practices, and to make changes in details of design, construction and arrangement of Goods unless precluded by limitations (including, but not limited to actual space and feedwater/substance quality specifications) specified by Buyer in writing at the time an order is placed. If no such limitations are specified, Seller shall not be held responsible for incompatibility of the Goods and Services due to changes in feedwater/substance quality specifications or site conditions nor for incompatibility with actual space or design limitations, which were not initially disclosed by Buyer and become apparent at a later date. For Services to be accurate and Goods to work as intended, Buyer must fulfill the following obligations ("Obligations"): (a) provide Seller complete and accurate information and data relevant to the scope of work to be provided, such as information related to Buyer's site conditions, systems, related equipment and processes, feedwater or other substances to be treated or measured with the Goods, including any hidden, unapparent, or changing conditions that may affect the effectiveness of the Goods; (b) operate all related systems and the Goods within the agreed to control parameters or, if none, within industry customary operating conditions; (c) maintain all related systems and Goods in good operating condition and repair; and (d) maintain and handle Goods in a proper and safe manner. If Buyer fails to fulfill the foregoing Obligations, Seller shall be relieved of any obligations with respect to warranties or any other commitments made to Buyer in writing, and Seller shall have no liability for any loss, damage or injury which Buyer may sustain or for which Buyer may be liable. Buyer is solely responsible for the operation of Buyer's systems, including ensuring that the systems are operated and maintained properly and comply with all laws, rules, regulations, license conditions and orders. Seller will not operate, inspect or maintain Buyer's systems or act as a licensed operator as defined by local regulatory authorities. Goods and Services sold by Seller are not intended for use in connection with any nuclear facility or activity. Buyer shall not sell or permit the use of the Goods in connection with any nuclear installation or activity without the prior written consent of the Seller. If, in breach of this, any such use occurs, Seller (and its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, and, in addition to any other rights of Seller, Buyer shall indemnify and hold Seller (and its parent, affiliates, suppliers and subcontractors) harmless against all such liability. Buyer shall be responsible for using or disposing of all Goods, including the empty packaging in which Goods were contained once delivered to Buyer and where applicable such disposal should be pursuant to Section 9 herein. Buyer shall maintain all risk property and boiler and machinery breakdown insurance covering the full replacement value of Buyer's site, systems and related equipment, together with business interruption coverage, which includes a waiver of subrogation in favor of Seller and its affiliates. Prior to commencement of any work under this Agreement, and not less than annually thereafter during the term of this Agreement, Buyer shall deliver to Seller a certificate(s) of insurance and copy of waiver of subrogation endorsement evidencing that the foregoing insurance is in full force and effect. Seller shall maintain types and amounts of insurance against loss or damage and such other risks as customarily insured against by businesses whose operations are comparable to those of the Seller. Seller shall not be obliged to add Buyer or any other third party as an additional insured under Seller's insurance policies.
3. **Delivery.** All delivery designations are INCOTERMS 2020. Except for the provisions relating to Consigned Goods as per additional terms and conditions to be provided by Seller, to this Agreement and Section 8 of this Agreement, risk of loss or damage to Goods as well as containers and tanks in which Goods are contained, shall pass to Buyer upon Seller making the Goods available to Buyer for collection at Seller's premises, and title to Goods shall pass to Buyer upon Seller's receipt of Buyer's full payment therefor. Delivery dates indicated by Seller are only approximate. Quotations and proposal drawings provided by Seller show only general style, arrangement and approximate dimensions and weight. If any part of the Goods cannot be delivered when ready due to any cause not attributable to Seller, Buyer shall designate an alternate storage location, and Seller shall ship such Goods to storage. Risk of loss shall thereupon pass to Buyer, and amounts payable to Seller upon delivery or shipment shall be paid by Buyer along with expenses incurred by Seller. Title shall pass to Buyer upon Seller's receipt of Buyer's full payment for such Goods. Services provided herein shall be charged at the rate prevailing at the time of actual use and Buyer shall pay any increase, and Buyer shall pay directly all costs for storage and subsequent transportation. Failure by Buyer to take delivery of the Goods shall be a breach of this Agreement.
4. **Payment and Prices.** Unless otherwise specified in writing, payment is due net thirty (30) days from the date of Seller's invoice, which shall be issued at the time of shipment. The prices quoted herein do not include taxes or duties. Buyer shall be directly responsible, and reimburse Seller, for the gross amount of any present or future bond, sales, use, excise, value-added, environmental or other similar tax or duty applicable to the price, sale or delivery of any Goods or Services furnished hereunder. Buyer shall provide to Seller, within one month of payment, official receipts from the applicable governmental authority for deducted or withheld taxes. Unless Buyer has furnished Seller with evidence of tax exemption or direct pay permit acceptable to taxing authorities prior to the execution of the Agreement or Seller's acceptance of Buyer's purchase order (as the case may be), Buyer shall pay all taxes as invoiced by Seller and Seller is relieved of any obligation to (i) apply any tax exemption or direct pay permit, and/or (ii) refund to the Buyer any tax paid by the Seller. Seller's invoices will only be issued without domestic VAT where Buyer either makes available to Seller their valid VAT number in the case of an intercommunity supply or provides a valid certificate or acceptable statement for VAT or duty exemption. If Buyer is to arrange the export or intercommunity shipment, upon request by Seller, Buyer agrees to provide free of charge to Seller, evidence of exportation or intercommunity shipment that makes reference to Seller's invoice number and this documentation is acceptable to the relevant tax or custom authorities. In the event that there is either a failure to meet any of the above conditions or the information or documentation provided is deemed to be defective in any way by the tax or custom authorities then the Seller will have the right to separately invoice Buyer for any taxes, VAT or duties payable together with any interest or penalties that Seller incurs as a result and Buyer shall pay this invoice in accordance with the payment terms of this Agreement. For multi-year agreements, pricing stated shall remain firm for twelve (12) months, after which Seller shall be entitled to adjust pricing upward on an annual basis according to the designated formula used by Seller in Buyer's country and which shall be notified to Buyer. Buyer will provide to Seller a new purchase order at least thirty (30) days before expiration of any purchase order issued under this Agreement. If purchase orders are not renewed or new purchase orders issued by Buyer within this time scale, Seller, without any liability and without being subject to any penalties that may be applicable as negotiated with Buyer, may either: (a) decline to make deliveries of Goods or provide Services; or (b) if requested in writing by Buyer, continue to deliver Goods and Services subject to new prices that may be applicable and the Terms and Conditions of Seller (or any deviation agreed to in writing by the Parties) and invoice Buyer for these under the expired purchase order at prices in effect as of that date. However, where the Agreement contains a designated price adjustment formula the Goods and Services so delivered as per this Section 4 will be invoiced at the new rate defined by said price adjustment formula. Buyer agrees to be bound to pay such invoices in accordance with the payment terms of the Agreement. Unless otherwise specified, all prices are INCOTERMS 2020 FCA Seller's premises as of where Goods will be shipped to Buyer. Buyer agrees to reimburse Seller for collection costs, including two percent (2%) interest per month, not to exceed the maximum amount permitted by applicable law, should Buyer fail to timely pay. Buyer shall have no rights to any setoffs of any nature relating to any payments due under the Agreement. Notwithstanding the terms set forth herein or of any agreement or acceptance of Seller's quotation, Seller reserves the right at any time and from time to time by notice in writing to the Buyer to (a) increase Prices (or impose temporary price adjustments) based on increases in the cost of base components for the Goods or Services provided, where the increase is due to increased global demand, limited supply, temporary product shortages, allocation of supply, or such other similar inflationary pressures; and (b) impose a surcharge equal to any increase in the cost of the Goods or Services as a result of a modification of exchange rates, taxes or other levies imposed by public authorities.
5. **Payment for Excessive Usage; Lost and Damaged Goods.** If payment for Goods is based on some factor other than the actual amount of Goods delivered (e.g., payment is for a fixed amount, or based on usage or production), then Buyer agrees to pay for all Goods (a) consumed as a result of Buyer's failure to comply with Obligations as set forth in Section 2; or (b) lost or damaged after delivery to Buyer. Buyer shall provide Seller all information necessary to calculate amounts due and enable Seller to audit those records.
6. **Consigned Goods.** If Goods are being made available to Seller under a consignment arrangement, additional terms and conditions shall be applicable and shall be provided by Seller.
7. **Limited Warranties.** Seller warrants that the Goods shall conform to Seller's specifications and shall be free from defects in material and workmanship when at all times operated in accordance with Seller's written instructions; and that the Services will be performed with the degree of skill which can reasonably be expected from a seller engaged in a comparable business and providing comparable services under comparable circumstances. Under no circumstances do Services include the operation, inspection or maintenance of Buyer's systems or acting as a licensed operator as defined by local regulatory authorities. Unless otherwise provided in any Warranty Schedule that may be attached hereto, the foregoing warranties are valid: (a) for Chemicals, the earlier of, the shelf-life of the product, or six (6) months from their date of delivery or the provision of Services; (b) for Consumables, including Filters and Membranes, twelve (12) months from their date of delivery, (c) for Goods other than Chemicals and Consumables, the earlier of, fifteen (15) months from receipt, or twelve (12) months from start-up/first use; (d) for Software, nine (9) months from the date of receipt. Unless expressly agreed in a "Performance Warranty Document" signed between the parties on a separate basis, there is no performance warranty on Goods and Services or warranty on process results. For Goods not manufactured by Seller, the warranty shall be the manufacturer's transferable warranty only. Any claim for breach of these warranties must be promptly notified in writing or the claim will be void. Seller's sole responsibility and Buyer's exclusive remedy arising out of or relating to the Goods or Services or any breach of these warranties is limited to, at Seller's option: (a) replacement of non-conforming Goods or refund of purchase price of the non-conforming Goods; and (b) re-performance of the Services at issue, or a refund of the amount paid for the Services at issue. No allowance will be made for repairs or alterations made by Buyer without Seller's written consent or approval. Goods may not be returned to Seller without Seller's written permission. Seller will provide Buyer with a "Return Material Order" number to use for returned goods. Buyer, as the original purchaser, is not entitled to extend or transfer this warranty to any other party. The foregoing warranties are in lieu of and exclude all other warranties, statutory, express or implied, including any warranty of merchantability or of fitness for a particular purpose.
8. **Use of Equipment, Tanks, and Containers.** Semi-bulk containers (SBCs) owned by Seller shall be used only for the storage of Goods approved by Seller and Buyer shall return to Seller all SBCs owned by the Seller in an "empty" condition, as defined by appropriate transport or environmental regulations. Title to, and risk of loss or damage of, all equipment, product containers (e.g., pails, drums, recyclable intermediate bulk containers "IBC"), and tanks supplied to Buyer shall pass to Buyer as provided for in Section 3 of this Agreement, except that returnable SBCs shall remain property of Seller, unless otherwise stated in Seller's documentation.
9. **Compliance with Laws; Permits.** Buyer is responsible for compliance with all laws and regulations applicable to the operation of its systems and to the storage, use, handling, installation, maintenance, removal, registration and labeling of all Goods from and after Buyer's receipt of the Goods, as well as for the proper management and disposal of all wastes and residues associated with the Goods (including but not limited to containers, excess or off-spec product, testing wastes (e.g., spent or expired lab reagents and test kits) and signing manifests for waste transport and disposal." Buyer agrees to ensure that all Goods and Services provided to Buyer for export are exported only in compliance with applicable export control laws and regulations. Permits and licenses which are required to operate apparatus or equipment or to use the Goods, shall be procured by Buyer at Buyer's sole expense. Buyer shall be responsible for and procure all permits, licenses, exemptions, authorizations and approvals necessary to the operation of its systems, including but not limited to permits related to liquid and solid waste handling and discharge, air and water emissions, sound, safety, etc. Seller shall not be liable if any such permit, license, exemption, authorization or approval is delayed, denied, revoked, restricted, violated or not renewed and Buyer shall not be relieved thereby of its obligations to pay Seller in accordance with this Agreement. Seller's obligations are conditioned upon Buyer's compliance with all applicable trade control laws and regulations. Buyer shall not trans-ship, re-export, divert or direct Goods (including related equipment, software and technical data) other than in and to the ultimate country of destination declared by Buyer and specified as the country of ultimate destination on Seller's invoice. The obligations of the parties to comply with all applicable trade control laws and regulations shall survive any termination or discharge of any other contract obligations.
10. **International Trade Compliance.** Seller is responsible for and committed to compliance with all applicable export control and sanctions laws, regulations and orders. The sale, resale or other disposition of Goods, technical data or software ("Items") are subject to all applicable export control and sanctions laws, regulations and orders, including those of the United States ("U.S."), the European Union ("EU"), United Kingdom, and United Nations. Buyer agrees to comply with all applicable laws, regulations and orders. Buyer, its Affiliates (defined below) or any of its officers, directors, managers, agents or employees are not an embargoed Person (defined below) or otherwise subject to any Sanctions (defined below). Buyer shall not directly or indirectly sell, distribute, disclose, release, export, re-export, deliver or otherwise transfer any Items provided under this Agreement to (i) any country designated as a "State Sponsor of Terrorism" by the U.S. Department of State; (ii) any individual or entity ("Person") located in, owned or controlled by, organized under the laws of, or acting on behalf of a Person located in, a State Sponsor of Terrorism country; (iii) any Person located in, owned or controlled by, organized under the laws of, or acting on behalf of a Person located in, owned or controlled by, or organized under the laws of, a country or territory which is itself the target of any country- or territory-wide sanctions laws, including Russia, Belarus, the region of Crimea and Sevastopol, Donetsk People's Republic ("DPR" or "DNR"), Luhansk People's Republic ("LPR" or "LNR"), Kherson, Zaporizhzhia

regions of Ukraine, Cuba, Iran, and North Korea; (iv) any Person listed on, owned or controlled by, or acting on behalf of a Person listed on the list of "Specifically Designated Nationals and Blocked Persons" ("SDN List") maintained by OFAC, or any similar list maintained by, or public announcement of sanctions designation, or Person listed on the "Entity List" or "Denied Persons List" maintained by the U.S. Department of Commerce, Bureau of Industry and Security ("BIS"), or any other applicable prohibited party list; (v) any Person, country, regime, entity(ies) otherwise a target of economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by: (a) the U.S. government, including but not limited to OFAC or the U.S. Department of State, (b) the EU and its member States, (c) His Majesty's Treasury of the United Kingdom, and (d) the United Nations Security Council, collectively "Sanctions." To the best of Buyer's knowledge, the monies used to fund Buyer's purchase of the Items were not funded by or otherwise derived from an embargoed Person or Person listed on the SDN List or other similar lists maintained by OFAC or any other governmental entity pursuant to Sanctions. These requirements will apply regardless of any conflict under local law. For purposes of this Section, "Affiliate" means any Person or entity that controls, is controlled by or is under common control with another Person or entity. "Control(led by)" has the same meaning as used in Council Regulation (EU) 2020/1998. In addition: (i) Buyer shall not use the Items or other information or assistance furnished by Seller, or its Affiliates, in the design, development, production, stockpiling or use of long-range missiles, or chemical, biological or nuclear weapons; (ii) Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any Items supplied under or in connection with this Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014. This provision shall also extend to Belarus; (iii) Buyer agrees to manage and have oversight of their freight forwarders and/or U.S. Customs and Border Protection clearance brokers to ensure compliance with applicable export control regulations and laws; (iv) Buyer shall undertake best efforts to ensure that the purpose of this paragraph is not frustrated by any third parties further down the commercial chain, including by potential resellers, and shall immediately inform Seller about any concerns in applying this paragraph. Buyer shall make available to Seller any information concerning compliance with the obligations under this paragraph within one week of any request for such information; (v) Buyer is responsible for compliance with all laws and regulations applicable to the operations of systems and to the storage, use, handling, installation, maintenance, removal, registration, and labelling of all Items at all times after Buyer receives the Items; (vi) The party that is the exporter of record shall be responsible for and procure all permits, licenses, exemptions, authorizations and approvals necessary for the operation of systems, including but not limited to authorizations related to export controls (such as export or re-export licenses); (vii) Buyer shall not permit any third parties to, directly or indirectly, export, re-export, or release any Items to any jurisdiction, country, or party, or for any use which is prohibited by applicable law, regulation or order without first obtaining any required export authorization(s). The party that is the exporter of record will maintain shipping documentation that included references to applicable Export Control Classification Numbers ("ECCNs"), export license numbers, specific regulatory exceptions, and/or No License Required ("NLR") designations and any other appropriate information; (viii) Seller shall not be liable if any required permit, license, exemption, authorization or approval is delayed, denied, restricted, violated or not renewed, and such delay, denial, restriction, revocation, violation or non-renewal shall not constitute a breach of this Agreement, and thereby, Buyer shall not be relieved of its obligations to pay Seller in accordance with this Agreement; (ix) Buyer shall (a) comply with all U.S. Antiboycott Laws (defined below) and regulations, including, but not limited to the Export Control Reform Act of 2018 ("ECRA"), and the anti-boycott provisions set forth in Part 760 of the Export Administration Regulations, 15 CFR parts 730-744, the Anti-Boycott Act of 2018, and the Internal Revenue Code (collectively, "Antiboycott Laws"); and (b) shall not take any action that violates the Antiboycott Laws. The obligations contained in this Section shall be deemed material to this Agreement for purposes of this Agreement. Seller reserves the right to cancel the order(s) or terminate the respective agreement(s) pursuant and subject to Section 18 (Termination and Suspension) for default and seek any and all remedies available at law or in equity in the event of Buyer's non-compliance with this Section, if there is reason to believe that the transaction(s) related to the respective agreement would violate, or have violated, Sanctions, or if trade laws implemented after the date of the respective agreement would prohibit or significantly limit execution of this Agreement. Buyer will indemnify, defend, and hold harmless, Seller as to any violations that Buyer may cause under Sanctions, including, but not limited to, the payment of civil and criminal penalties, all costs and expenses, and reasonable attorneys' fees.

11. Excusable Delays. Seller shall not be liable nor in breach or default of its obligations under this Agreement to the extent performance of such obligations is delayed or prevented, directly or indirectly, due to causes beyond the reasonable control of Seller, including, but not limited to: acts of God, natural disasters, unusually severe weather, fire, terrorism, war (declared or undeclared) epidemics, material shortages, insurrection, act (or omissions) of Buyer or Buyer's contractors/suppliers or agents, any act (or omission) by any governmental authority, strikes, labour disputes, transportation shortages, or vendor non-performance. The delivery or performance date shall be extended for a period equal to the time lost by reason of delay or non-performance, plus such additional time as may be necessary to overcome the effect of the delay or non-performance. If delivery or performance is delayed for a period exceeding one hundred eighty (180) days, either Party may terminate this Agreement without further liability provided that Seller shall be paid an amount equal to that which would be payable to Seller under the Section entitled "Termination and Suspension". If Seller is delayed by any acts (or omissions) of Buyer, or by the prerequisite work of Buyer's other contractors or suppliers, Seller shall be entitled to an equitable adjustment in schedule, price and/or performance, as applicable.

12. Confidentiality and Intellectual Property. Both parties agree to keep confidential the other party's proprietary non-public information, if any, which may be acquired in connection with this Agreement. Buyer will not, without Seller's advance written consent, subject Goods to testing, analysis, or any type of reverse engineering or provide the Goods to any third party which may subject the Goods to testing, analysis, or any type of reverse engineering. Seller retains all intellectual property rights including copyright which it has in all drawings and data or other deliverables supplied or developed under this Agreement, subject to Buyer's right to use such drawings and data for its own use without additional cost. Buyer acknowledges that Seller is in the business of selling the Goods subject to this Agreement and agrees that it will not file patent applications on the Goods, or processes and methods of using the Goods, without Seller's express written permission. Buyer further agrees that in any event any such patents will not be asserted against Seller or its customers based upon purchase and use of such Goods. Any software Seller owns and provides pursuant to this Agreement shall remain Seller's property. Seller provides to Buyer a limited, non-exclusive and terminable license to use the object code of such software for the term of this Agreement. Buyer agrees not to export, copy (except that Buyer may make one copy for backup purposes), sub-license, translate, transfer, reverse engineer, or decode the software. Single user versions of software may be used on one CPU. LAN/WAN versions may be used on a single server with only the number of concurrent users as agreed to by the parties. Unless otherwise expressly agreed by Seller, this license shall terminate and the software shall be returned to Seller upon termination of this Agreement, or the material breach of the terms in this Section. Seller shall indemnify and hold harmless Buyer from any rightful claim of any third party that any Good or Service infringes a patent in effect in the jurisdiction where such Good or Service was provided by Seller to Buyer. The Buyer shall notify the Seller promptly of the receipt of any such claim, shall not take any position adverse to the Seller regarding such claim and give the Seller information, assistance and exclusive authority to settle and defend the claim. The Seller shall, at its own expense and choice, either (i) settle or defend the claim and pay all damages and costs awarded in it against the Buyer, or (ii) procure for the Buyer the right to continue using the Good or Service, or (iii) modify or replace the Good or Service so that it becomes non-infringing, or (iv) remove the infringing Good or cease performance of the Service, and refund the price. The foregoing list of sub-sections (i), (ii), (iii), and (iv) and related terms state the entire liability of the Seller for intellectual property infringement of any Good or Service. Buyer shall be fully liable for any infringement of intellectual property rights, including patent rights, of third parties arising out of the products or services supplied hereunder where the construction or other characteristics of such products or services such as design, or specifications, or requirements, or modification of the Goods or Services, are prescribed to the Seller, or completed independently, by the Buyer or agent(s). Buyer shall fully defend and indemnify the Seller in case of such claim(s). Buyer shall indemnify Seller and hold Seller harmless for any patent infringement by a Good or Service in the event that the Buyer modifies the Good or Service provided by Seller, or that the Buyer uses the Good or Service in combination with other goods, services, and/or other features which were not explicitly authorized by Seller.

13. Limitation on Liability. Except where expressly communicated to Seller, Seller shall have no liability for incompatibility of Goods with Buyer's actual space or design limitations. To the extent permitted by law, the total liability of the Seller for all claims arising out of or relating to the performance or breach of this Agreement or use of any Goods or Services shall not exceed the total price paid by Buyer under this Agreement or for multi-annual agreements, the annual price paid by Buyer under this Agreement. Seller shall not be liable for any advice, instruction, assistance or any services that are not required under this Agreement or for which Seller does not charge Buyer. In no event will either party be liable to the other for lost profits or revenues, cost of capital or replacement water or power, downtime costs or increased operating costs, lost or decreased production, claims of Buyer's customers for such damages or any similar or comparable damages, or for any incidental, special, consequential or indirect damages of any type or kind, irrespective of whether arising from actual or alleged breach of warranty, indemnification, product liability or strict liability, or any other legal theory. If Buyer is supplying, or otherwise making available, Seller's Goods or Services to a third party, Buyer agrees to protect, defend, indemnify and hold Seller, its corporate subsidiaries and affiliates, and their respective officers, directors, employees and agents, free and harmless from and against any and all losses, expenses, liabilities, claims, demands, causes of action, suits or other litigation, arising out of or related to Seller's Goods or Services provided by the Buyer to a third party, including but not limited to products or services that may be related to Seller's Goods or Services. Seller's liability shall end upon expiration of the applicable warranty period, provided that Buyer may continue to enforce a claim for which it has given notice prior to that date by commencing an action or arbitration, as applicable under this Agreement, before expiration of any statute of limitations or other legal time limitation but in no event later than five (5) months after expiration of such warranty period. For purposes of this Section "Seller" shall include Seller, its affiliates, subcontractors and suppliers of any tier, and their respective agents and employees, individually or collectively.

14. General Indemnity. Seller shall indemnify and hold harmless Buyer from claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligence of Seller or its officers, agents, employees, and/or assigns while engaged in activities under this Agreement. Buyer shall likewise indemnify and hold harmless Seller from claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligence of Buyer, its officers, agents, employees, and/or assigns. In the event such damage or injury is caused by the joint or concurrent negligence of Seller and Buyer, the loss shall be borne by each Party in proportion to its negligence. For the purpose of this Section: (i) "Third party" shall not include Buyer or any subsequent owner of the Goods or Services, their subsidiaries, parents, affiliates, agents, successors or assigns including any operation or maintenance contractor, or their insurer; and (ii) no portion of the Goods is "third party property". #Buyer expressly acknowledges that the limited or excluded warranties or liabilities stipulated herein and waivers of actions against Seller deriving from the same, are also stipulated in favor of Seller's insurers.

15. Conflicts; No Third Party Beneficiary Rights. If there is any conflict between this Agreement and any written proposal or quotation provided by Seller, then the terms and conditions set forth in the proposal or quotation shall prevail. If any term or condition of this Agreement or any accompanying terms and conditions are held invalid or illegal, then such terms and conditions shall be reformed to be made legal or valid, or deleted, but the remaining terms and conditions shall remain in full force and effect, and the Agreement shall be interpreted and implemented in a manner which best fulfills our intended agreement. Except as specifically set forth above in Sections 2 entitled "Buyer Obligations", 11 entitled "Confidentiality and Intellectual Property" and 12 entitled "Limitation on Liability", this Agreement and all of the provisions hereof shall be binding upon and inure only to the benefit of the parties hereto and their respective successors and permitted assigns, and no other party, including any employee or creditor of any party hereto or any affiliate thereof, shall have any rights or obligations hereunder.

16. Assignment and Subcontracting. To the extent permitted by applicable law, Seller may assign or novate its rights and obligations under this Agreement, in whole or in part, to any of its affiliates and/or may assign any of its accounts receivable under this Agreement to any party without Buyer's consent. Buyer agrees to execute any documents that may be necessary to complete Seller's assignment or novation. This Agreement shall not otherwise be assigned by either Party without the other Party's prior written consent, and any assignment without said consent shall be void. Nothing herein shall prevent the Seller from placing or permitting the placing of subcontracts or orders on others for the supply of materials, manpower or services within the Seller's scope of supply provided that the placing of such subcontracts or orders shall not in any way relieve the Seller from any of its obligations under this Agreement, and provided that Seller will procure that its subcontractors (to the extent engaged for Seller's scope hereunder) comply with all known and reasonable instructions related to accessing Buyer's facility.

17. Emergencies. If the safety of Seller's personnel is threatened or likely to be threatened by circumstances outside the reasonable control of Seller, including but not limited to war, armed conflict, civil unrest, riots, terrorism, kidnapping, presence of or exposure to hazardous materials, unsafe working conditions, or by the threat of such circumstances or a lack of adequate protections against such circumstances, Seller shall, with no liability as per the terms of the Agreement, be entitled to take all necessary steps to ensure the security and safety of its personnel including the evacuation of personnel until such circumstances no longer apply and suspension of its obligations under the Agreement until said circumstances, at Seller's sole opinion, have ceased. Any such occurrence shall be considered an excusable delay event. Buyer shall reasonably assist in the event of any such evacuation.


18. Termination and Suspension. This Agreement and any performance pursuant to it may be terminated or suspended by either party if the other party (a) is the subject of bankruptcy or insolvency proceedings; or (b) defaults in its material obligations under this Agreement, and such default is not cured within thirty (30) days; (b) If Seller shall have any doubt at any time as to Buyer's ability to pay, Seller, without any liability and without being subject to any penalties that may be applicable as negotiated with Buyer, may decline to make deliveries of Goods or provide Services except on receipt of satisfactory security. Upon the termination of this Agreement: (a) Buyer agrees to pay for all Goods in Buyer's possession or for which title has passed to Buyer, at current prices or at such other prices as have been agreed to in writing; and (b) all amounts owing, if any, for the equipment or tanks relating to those Goods shall immediately become due and shall be paid within thirty (30) days of receipt of an invoice. In the event of cancellation of an order by Buyer, a cancellation charge will be made against the Buyer, in proportion to the work completed by Seller, or obligated against the order, plus any cancellation charges assessed against Seller by Seller's suppliers. In addition, unless Buyer has been invoiced by Seller specifically for all Goods delivered (including any leveled billing agreements that have already reconciled based on shipments), Seller will invoice Buyer and Buyer shall pay Seller for all Goods on Buyer's site at the time of termination, including any fixed fees, consignment and production based agreements.

19. Governing Law and Dispute Resolution. This Agreement shall be governed by the substantive laws of the United States of America. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. In the event of a dispute concerning this Agreement, the complaining party shall notify the other party in writing thereof. Management level representatives of both parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within thirty (30) days after such notice, the complaining party shall seek remedies exclusively through the courts located in New York, NY US.

20. U.S Government Contracts. This Section 20 applies only if the Agreement is for the direct or indirect sale to any agency of the U.S. Government and/or is funded in whole or in part by any agency of the U.S. Government. Buyer agrees that all Goods and Services provided by Seller meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial item" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101. To the extent the Buy American Act, Trade Agreements Act, or other domestic preference requirements are applicable to this Agreement, the country of origin of Goods is unknown unless otherwise specifically stated by Seller in this Agreement. Buyer agrees that any Services offered by Seller are exempt from the Service Contract Act of 1965 (FAR 52.222-41). Buyer represents and agrees that this Agreement is not funded in whole or in part by American Recovery Reinvestment Act funds unless otherwise specifically stated in the Agreement. The version of any applicable FAR clause listed in this Section 20 shall be the one in effect on the effective date of this Agreement. If Buyer is an agency of the U.S. Government, then as permitted by FAR 12.302, Buyer agrees that all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms and Conditions. Buyer further agrees the subparagraphs of FAR 52.212-5 apply only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the prices under this Agreement. If Buyer is procuring the Goods or Services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S Government, then Buyer agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the prices under this Agreement.

21. Public Funding and Prevailing Wages. Buyer warrants that, as of the effective date of this Agreement, Buyer has disclosed to Seller if any work performed in the scope of this Agreement is subject to federal, state, or local laws, regulations, and ordinances related to public funding, prevailing wages or fringe benefits, including but not limited to the Davis-Bacon Act (40 U.S.C. §§ 3141 to 3148), the Copeland "Anti-Kickback" Act (18 U.S.C. § 874), the Contract Work Hours and Safety Standards Act (40 U.S.C. § 3701 et seq.), and/or any other applicable federal, state, or local laws (collectively, the "Prevailing Wage Laws"). Buyer further warrants that, as of the effective date of this Agreement, Buyer has disclosed to Seller if this Agreement is funded in whole or in part by any agency of the U.S. Government or by any state or political subdivision thereof, including, but not limited to, any state agency, city, district, or public fund. For purposes of this Section, funding includes, but is not limited to, any waiver or reduction of rents, fees, or other costs that would otherwise be borne by Buyer associated with effecting this Agreement. If Buyer has failed to notify Seller of any such Prevailing Wage Laws as of the effective date of this Agreement, Buyer agrees to indemnify, defend, and hold harmless Seller from and against any and all claims, liabilities, damages, or penalties arising out of applicable Prevailing Wage Laws. The obligations contained in this Section shall be deemed material to this Agreement for purposes of this Agreement. Seller shall have the right to terminate this Agreement pursuant and subject to Section 18 (Termination and Suspension) for default and seek any and all remedies available at law or equity in the event of Buyer's non-compliance with this Section.

22. Miscellaneous. No modification, amendment, revision, waiver, or other change shall be binding on either Party unless agreed in writing by the Party's authorized representative. Any oral or written representation, warranty, course of dealing, or trade usage not specified herein shall not be binding on either Party. Each Party agrees that it has not relied on, or been induced by, any representations of the other Party not contained in this Agreement.

		Veolia Water Technologies Treatment Solutions USA Inc. 600 WILLOW TREE RD LEONIA NJ 07605 UNITED STATES PHONE: 1-201-676-2525			<h2 style="margin: 0;">Quotation</h2>		
Quote Date		Quotation Exp. Date			Veolia TS Quote		
01APR2026		30SEP2027			20710604		
Sales org.		Sales Representative / Contact			Reference		
B611		Darriel Brown Jr, CPSM			Mandarin BMC UV Parts FY 2026-2027		
Sold to : 1000151396 JEA WATER & SEWER PO BOX 4910 JACKSONVILLE FL 32201-4910 UNITED STATES				Ship to : 4000216285 JEA WATER & SEWER/MANDARIN WRF 10828 HAMPTON ROAD JACKSONVILLE FL 32257 UNITED STATES			
Bill to : 0000510704 JEA WATER & SEWER PO BOX 4910 JACKSONVILLE FL 32201-4910 UNITED STATES				Payment terms			
				Net 30 Days From Invoice Date			
				Inco terms			
				FCA PLANT			
Currency: U.S. Dollar				Freight: Freight PrePaid and Add			
SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount	
10	59621G05 LAMP 58" ARC 18" PIGTAIL MC UV						
	30 EA	30	EA	35.00	EA	1,050.00	
20	X0015H13 JACKET, QUARTZ, 67" TT NB, UV 40HO G1 G2						
	24 EA	24	EA	26.78	EA	642.72	
30	X0027H03 SEAL, JACKET, DOUBLE LIP, FLANGE, UV						
	1 EA	1	EA	11.99	EA	11.99	
40	X0031G02 FILLER, SPONGE, SILICON						
	1 EA	1	EA	0.58	EA	0.58	
50	3212600 CLIP, SPACER, SS, AQ.S, 40HO, 40HO-S						
	1 EA	1	EA	1.10	EA	1.10	
60	61795G02 BALLAST, ASSY, 120V						
	20 EA	20	EA	238.00	EA	4,760.00	
70	59854G01						

Thank you for your Consideration. To place an order, please email signed Purchase Orders to the Customer Care:


csc.treatmentsolutions@veolia.com.

To ensure that you receive the pricing quoted, please reference this quotation number on your order.

All sales are subject to our terms and conditions, contained with this quotation.

Freight for Bulk Delivery and specialized freight charges, where applicable, are not included unless specifically indicated in the materials listing above.

Pricing above does not include applicable taxes, which will be applied at time of order.

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Bill to : 0000510704 JEA WATER & SEWER PO BOX 4910 JACKSONVILLE FL 32201-4910 UNITED STATES				Payment terms			
				Net 30 Days From Invoice Date			
				Inco terms			
				FCA PLANT			
Currency: U.S. Dollar				Freight: Freight PrePaid and Add			
SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount	
	LAMP CONTROL ASSY LCA UV, MULTI CYCLE						
	1 EA		1 EA	1,131.63	EA	1,131.63	
80	61834G01 DCA Assembly UV-B						
	1 EA		1 EA	543.99	EA	543.99	
90	59810G01 DCA Circuit Board UV-B						
	1 EA		1 EA	331.80	EA	331.80	
100	61807G01 WIRING HARNESS, POWER DISTRIBUTION,						
	1 EA		1 EA	134.18	EA	134.18	
110	61804G01 WIRING HARNESS, PHOTOCELL DATA						
	1 EA		1 EA	83.33	EA	83.33	
120	59826G99 CABLES, DATA, DCA TO LCA, SET OF 5						
	1 EA		1 EA	86.82	EA	86.82	
130	59987H01 SWITCH, DOOR INTERLOCK UV, 16A 2P						

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		Veolia Water Technologies Treatment Solutions USA Inc. 600 WILLOW TREE RD LEONIA NJ 07605 UNITED STATES PHONE: 1-201-676-2525			<h1>Quotation</h1>		
		Quote Date 01APR2026		Quotation Exp. Date 30SEP2027		Veolia TS Quote 20710604	
Sales org. B611		Sales Representative / Contact Darriel Brown Jr, CPSM			Reference Mandarin BMC UV Parts FY 2026-2027		
Sold to : 1000151396 JEA WATER & SEWER PO BOX 4910 JACKSONVILLE FL 32201-4910 UNITED STATES				Ship to : 4000216285 JEA WATER & SEWER/MANDARIN WRF 10828 HAMPTON ROAD JACKSONVILLE FL 32257 UNITED STATES			
Bill to : 0000510704 JEA WATER & SEWER PO BOX 4910 JACKSONVILLE FL 32201-4910 UNITED STATES				Payment terms Net 30 Days From Invoice Date			
				Inco terms FCA PLANT			
				Freight: Freight PrePaid and Add			
Currency: U.S. Dollar							
SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount	
140	1 EA 59766H04 FAN, 125V, UV B-SYSTEM	1	EA	58.73	EA	58.73	
150	1 EA 61809G02 DATA CABLE ASSY "B" & HO SYSTEMS 70FT	1	EA	242.00	EA	242.00	
	1 EA	1	EA	97.54	EA	97.54	
Freight will be prepaid and added to the invoice.							
NET PRICE						USD 9,176.41	
TOTAL AMOUNT						9,176.41	

Thank you for your Consideration. To place an order, please email signed Purchase Orders to the Customer Care: csc.treatmentsolutions@veolia.com.
 To ensure that you receive the pricing quoted, please reference this quotation number on your order.
 All sales are subject to our terms and conditions, contained with this quotation.
 Freight for Bulk Delivery and specialized freight charges, where applicable, are not included unless specifically indicated in the materials listing above.
 Pricing above does not include applicable taxes, which will be applied at time of order.

Terms and Conditions of Sale

- 1. Exclusive Terms and Conditions.** Together with any other terms that any legal entity that is part of the Veolia Water Technologies & Solutions business ("Seller") and the legal entity purchasing the Goods and Services ("Buyer") agree to in writing, and with the last proposal in order of time issued by the Seller, these Terms and Conditions of Sale form the exclusive terms ("Agreement") whereby Buyer agrees to purchase, and Seller agrees to sell products and equipment ("Goods") and provide advice, instruction and other services in connection with the sale of those Goods ("Services"). Buyer agrees that this Agreement will control the relationship by accepting Goods and Services from Seller, even if Buyer sends to Seller other terms and conditions to which Seller may not respond.
- 2. Buyer Obligations.** Seller will not control the actual operation of either Buyer's systems or Goods at the site, and unless otherwise specifically agreed in writing, dosification and/or installation of Goods shall be the responsibility of Buyer. Goods and Services provided hereunder are based upon the information Buyer makes available to Seller, and Seller reserves the right to utilize the most compact and feasible design compatible with sound engineering practices, and to make changes in details of design, construction and arrangement of Goods unless precluded by limitations (including, but not limited to actual space and feedwater/substance quality specifications) specified by Buyer in writing at the time an order is placed. If no such limitations are specified, Seller shall not be held responsible for incompatibility of the Goods and Services due to changes in feedwater/substance quality specifications or site conditions nor for incompatibility with actual space or design limitations, which were not initially disclosed by Buyer and become apparent at a later date. For Services to be accurate and Goods to work as intended, Buyer must fulfill the following obligations ("Obligations"): (a) provide Seller complete and accurate information and data relevant to the scope of work to be provided, such as information related to Buyer's site conditions, systems, related equipment and processes, feedwater or other substances to be treated or measured with the Goods, including any hidden, unapparent, or changing conditions that may affect the effectiveness of the Goods; (b) operate all related systems and the Goods within the agreed to control parameters or, if none, within industry customary operating conditions; (c) maintain all related systems and Goods in good operating condition and repair; and (d) maintain and handle Goods in a proper and safe manner. If Buyer fails to fulfill the foregoing Obligations, Seller shall be relieved of any obligations with respect to warranties or any other commitments made to Buyer in writing, and Seller shall have no liability for any loss, damage or injury which Buyer may sustain or for which Buyer may be liable. Buyer is solely responsible for the operation of Buyer's systems, including ensuring that the systems are operated and maintained properly and comply with all laws, rules, regulations, license conditions and orders. Seller will not operate, inspect or maintain Buyer's systems or act as a licensed operator as defined by local regulatory authorities. Goods and Services sold by Seller are not intended for use in connection with any nuclear facility or activity. Buyer shall not sell or permit the use of the Goods in connection with any nuclear installation or activity without the prior written consent of the Seller. If, in breach of this, any such use occurs, Seller (and its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, and, in addition to any other rights of Seller, Buyer shall indemnify and hold Seller (and its parent, affiliates, suppliers and subcontractors) harmless against all such liability. Buyer shall be responsible for using or disposing of all Goods, including the empty packaging in which Goods were contained once delivered to Buyer and where applicable such disposal should be pursuant to Section 9 herein. Buyer shall maintain all risk property and boiler and machinery breakdown insurance covering the full replacement value of Buyer's site, systems and related equipment, together with business interruption coverage, which includes a waiver of subrogation in favor of Seller and its affiliates. Prior to commencement of any work under this Agreement, and not less than annually thereafter during the term of this Agreement, Buyer shall deliver to Seller a certificate(s) of insurance and copy of waiver of subrogation endorsement evidencing that the foregoing insurance is in full force and effect. Seller shall maintain types and amounts of insurance against loss or damage and such other risks as customarily insured against by businesses whose operations are comparable to those of the Seller. Seller shall not be obliged to add Buyer or any other third party as an additional insured under Seller's insurance policies.
- 3. Delivery.** All delivery designations are INCOTERMS 2020. Except for the provisions relating to Consigned Goods as per additional terms and conditions to be provided by Seller, to this Agreement and Section 8 of this Agreement, risk of loss or damage to Goods as well as containers and tanks in which Goods are contained, shall pass to Buyer upon Seller making the Goods available to Buyer for collection at Seller's premises, and title to Goods shall pass to Buyer upon Seller's receipt of Buyer's full payment therefor. Delivery dates indicated by Seller are only approximate. Quotations and proposal drawings provided by Seller show only general style, arrangement and approximate dimensions and weight. If any part of the Goods cannot be delivered when ready due to any cause not attributable to Seller, Buyer shall designate an alternate storage location, and Seller shall ship such Goods to storage. Risk of loss shall thereupon pass to Buyer, and amounts payable to Seller upon delivery or shipment shall be paid by Buyer along with expenses incurred by Seller. Title shall pass to Buyer upon Seller's receipt of Buyer's full payment for such Goods. Services provided herein shall be charged at the rate prevailing at the time of actual use and Buyer shall pay any increase, and Buyer shall pay directly all costs for storage and subsequent transportation. Failure by Buyer to take delivery of the Goods shall be a breach of this Agreement.
- 4. Payment and Prices.** Unless otherwise specified in writing, payment is due net thirty (30) days from the date of Seller's invoice, which shall be issued at the time of shipment. The prices quoted herein do not include taxes or duties. Buyer shall be directly responsible, and reimburse Seller, for the gross amount of any present or future bond, sales, use, excise, value-added, environmental or other similar tax or duty applicable to the price, sale or delivery of any Goods or Services furnished hereunder. Buyer shall provide to Seller, within one month of payment, official receipts from the applicable governmental authority for deducted or withheld taxes. Unless Buyer has furnished Seller with evidence of tax exemption or direct pay permit acceptable to taxing authorities prior to the execution of the Agreement or Seller's acceptance of Buyer's purchase order (as the case may be), Buyer shall pay all taxes as invoiced by Seller and Seller is relieved of any obligation to (i) apply any tax exemption or direct pay permit, and/or (ii) refund to the Buyer any tax paid by the Seller. Seller's invoices will only be issued without domestic VAT where Buyer either makes available to Seller their valid VAT number in the case of an intercommunity supply or provides a valid certificate or acceptable statement for VAT or duty exemption. If Buyer is to arrange the export or intercommunity shipment, upon request by Seller, Buyer agrees to provide free of charge to Seller, evidence of exportation or intercommunity shipment that makes reference to Seller's invoice number and this documentation is acceptable to the relevant tax or custom authorities. In the event that there is either a failure to meet any of the above conditions or the information or documentation provided is deemed to be defective in any way by the tax or custom authorities then the Seller will have the right to separately invoice Buyer for any taxes, VAT or duties payable together with any interest or penalties that Seller incurs as a result and Buyer shall pay this invoice in accordance with the payment terms of this Agreement. For multi-year agreements, pricing stated shall remain firm for twelve (12) months, after which Seller shall be entitled to adjust pricing upward on an annual basis according to the designated formula used by Seller in Buyer's country and which shall be notified to Buyer. Buyer will provide to Seller a new purchase order at least thirty (30) days before expiration of any purchase order issued under this Agreement. If purchase orders are not renewed or new purchase orders issued by Buyer within this time scale, Seller, without any liability and without being subject to any penalties that may be applicable as negotiated with Buyer, may either: (a) decline to make deliveries of Goods or provide Services; or (b) if requested in writing by Buyer, continue to deliver Goods and Services subject to new prices that may be applicable and the Terms and Conditions of Seller (or any deviation agreed to in writing by the Parties) and invoice Buyer for these under the expired purchase order at prices in effect as of that date. However, where the Agreement contains a designated price adjustment formula the Goods and Services so delivered as per this Section 4 will be invoiced at the new rate defined by said price adjustment formula. Buyer agrees to be bound to pay such invoices in accordance with the payment terms of the Agreement. Unless otherwise specified, all prices are INCOTERMS 2020 FCA Seller's premises as of where Goods will be shipped to Buyer. Buyer agrees to reimburse Seller for collection costs, including two percent (2%) interest per month, not to exceed the maximum amount permitted by applicable law, should Buyer fail to timely pay. Buyer shall have no rights to any setoffs of any nature relating to any payments due under the Agreement. Notwithstanding the terms set forth herein or of any agreement or acceptance of Seller's quotation, Seller reserves the right at any time and from time to time by notice in writing to the Buyer to (a) increase Prices (or impose temporary price adjustments) based on increases in the cost of base components for the Goods or Services provided, where the increase is due to increased global demand, limited supply, temporary product shortages, allocation of supply, or such other similar inflationary pressures; and (b) impose a surcharge equal to any increase in the cost of the Goods or Services as a result of a modification of exchange rates, taxes or other levies imposed by public authorities.
- 5. Payment for Excessive Usage; Lost and Damaged Goods.** If payment for Goods is based on some factor other than the actual amount of Goods delivered (e.g., payment is for a fixed amount, or based on usage or production), then Buyer agrees to pay for all Goods (a) consumed as a result of Buyer's failure to comply with Obligations as set forth in Section 2; or (b) lost or damaged after delivery to Buyer. Buyer shall provide Seller all information necessary to calculate amounts due and enable Seller to audit those records.
- 6. Consigned Goods.** If Goods are being made available to Seller under a consignment arrangement, additional terms and conditions shall be applicable and shall be provided by Seller.
- 7. Limited Warranties.** Seller warrants that the Goods shall conform to Seller's specifications and shall be free from defects in material and workmanship when at all times operated in accordance with Seller's written instructions; and that the Services will be performed with the degree of skill which can reasonably be expected from a seller engaged in a comparable business and providing comparable services under comparable circumstances. Under no circumstances do Services include the operation, inspection or maintenance of Buyer's systems or acting as a licensed operator as defined by local regulatory authorities. Unless otherwise provided in any Warranty Schedule that may be attached hereto, the foregoing warranties are valid: (a) for Chemicals, the earlier of, the shelf-life of the product, or six (6) months from their date of delivery or the provision of Services; (b) for Consumables, including Filters and Membranes, twelve (12) months from their date of delivery, (c) for Goods other than Chemicals and Consumables, the earlier of, fifteen (15) months from receipt, or twelve (12) months from start-up/first use; (d) for Software, nine (9) months from the date of receipt. Unless expressly agreed in a "Performance Warranty Document" signed between the parties on a separate basis, there is no performance warranty on Goods and Services or warranty on process results. For Goods not manufactured by Seller, the warranty shall be the manufacturer's transferable warranty only. Any claim for breach of these warranties must be promptly notified in writing or the claim will be void. Seller's sole responsibility and Buyer's exclusive remedy arising out of or relating to the Goods or Services or any breach of these warranties is limited to, at Seller's option: (a) replacement of non-conforming Goods or refund of purchase price of the non-conforming Goods; and (b) re-performance of the Services at issue, or a refund of the amount paid for the Services at issue. No allowance will be made for repairs or alterations made by Buyer without Seller's written consent or approval. Goods may not be returned to Seller without Seller's written permission. Seller will provide Buyer with a "Return Material Order" number to use for returned goods. Buyer, as the original purchaser, is not entitled to extend or transfer this warranty to any other party. The foregoing warranties are in lieu of and exclude all other warranties, statutory, express or implied, including any warranty of merchantability or of fitness for a particular purpose.
- 8. Use of Equipment, Tanks, and Containers.** Semi-bulk containers (SBCs) owned by Seller shall be used only for the storage of Goods approved by Seller and Buyer shall return to Seller all SBCs owned by the Seller in an "empty" condition, as defined by appropriate transport or environmental regulations. Title to, and risk of loss or damage of, all equipment, product containers (e.g., pails, drums, recyclable intermediate bulk containers "IBC"), and tanks supplied to Buyer shall pass to Buyer as provided for in Section 3 of this Agreement, except that returnable SBCs shall remain property of Seller, unless otherwise stated in Seller's documentation.
- 9. Compliance with Laws; Permits.** Buyer is responsible for compliance with all laws and regulations applicable to the operation of its systems and to the storage, use, handling, installation, maintenance, removal, registration and labeling of all Goods from and after Buyer's receipt of the Goods, as well as for the proper management and disposal of all wastes and residues associated with the Goods (including but not limited to containers, excess or off-spec product, testing wastes (e.g., spent or expired lab reagents and test kits) and signing manifests for waste transport and disposal." Buyer agrees to ensure that all Goods and Services provided to Buyer for export are exported only in compliance with applicable export control laws and regulations. Permits and licenses which are required to operate apparatus or equipment or to use the Goods, shall be procured by Buyer at Buyer's sole expense. Buyer shall be responsible for and procure all permits, licenses, exemptions, authorizations and approvals necessary to the operation of its systems, including but not limited to permits related to liquid and solid waste handling and discharge, air and water emissions, sound, safety, etc. Seller shall not be liable if any such permit, license, exemption, authorization or approval is delayed, denied, revoked, restricted, violated or not renewed and Buyer shall not be relieved thereby of its obligations to pay Seller in accordance with this Agreement. Seller's obligations are conditioned upon Buyer's compliance with all applicable trade control laws and regulations. Buyer shall not trans-ship, re-export, divert or direct Goods (including related equipment, software and technical data) other than in and to the ultimate country of destination declared by Buyer and specified as the country of ultimate destination on Seller's invoice. The obligations of the parties to comply with all applicable trade control laws and regulations shall survive any termination or discharge of any other contract obligations.
- 10. International Trade Compliance.** Seller is responsible for and committed to compliance with all applicable export control and sanctions laws, regulations and orders. The sale, resale or other disposition of Goods, technical data or software ("Items") are subject to all applicable export control and sanctions laws, regulations and orders, including those of the United States ("U.S."), the European Union ("EU"), United Kingdom, and United Nations. Buyer agrees to comply with all applicable laws, regulations and orders. Buyer, its Affiliates (defined below) or any of its officers, directors, managers, agents or employees are not an embargoed Person (defined below) or otherwise subject to any Sanctions (defined below). Buyer shall not directly or indirectly sell, distribute, disclose, release, export, re-export, deliver or otherwise transfer any Items provided under this Agreement to (i) any country designated as a "State Sponsor of Terrorism" by the U.S. Department of State; (ii) any individual or entity ("Person") located in, owned or controlled by, organized under the laws of, or acting on behalf of a Person located in, a State Sponsor of Terrorism country; (iii) any Person located in, owned or controlled by, organized under the laws of, or acting on behalf of a Person located in, owned or controlled by, or organized under the laws of, a country or territory which is itself the target of any country- or territory-wide sanctions laws, including Russia, Belarus, the region of Crimea and Sevastopol, Donetsk People's Republic ("DPR" or "DNR"), Luhansk People's Republic ("LPR" or "LNR"), Kherson, Zaporizhzhia

regions of Ukraine, Cuba, Iran, and North Korea; (iv) any Person listed on, owned or controlled by, or acting on behalf of a Person listed on the list of "Specifically Designated Nationals and Blocked Persons" ("SDN List") maintained by OFAC, or any similar list maintained by, or public announcement of sanctions designation, or Person listed on the "Entity List" or "Denied Persons List" maintained by the U.S. Department of Commerce, Bureau of Industry and Security ("BIS"), or any other applicable prohibited party list; (v) any Person, country, regime, entity(ies) otherwise a target of economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by: (a) the U.S. government, including but not limited to OFAC or the U.S. Department of State, (b) the EU and its member States, (c) His Majesty's Treasury of the United Kingdom, and (d) the United Nations Security Council, collectively "Sanctions." To the best of Buyer's knowledge, the monies used to fund Buyer's purchase of the Items were not funded by or otherwise derived from an embargoed Person or Person listed on the SDN List or other similar lists maintained by OFAC or any other governmental entity pursuant to Sanctions. These requirements will apply regardless of any conflict under local law. For purposes of this Section, "Affiliate" means any Person or entity that controls, is controlled by or is under common control with another Person or entity. "Control(led by)" has the same meaning as used in Council Regulation (EU) 2020/1998. In addition: (i) Buyer shall not use the Items or other information or assistance furnished by Seller, or its Affiliates, in the design, development, production, stockpiling or use of long-range missiles, or chemical, biological or nuclear weapons; (ii) Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any Items supplied under or in connection with this Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014. This provision shall also extend to Belarus; (iii) Buyer agrees to manage and have oversight of their freight forwarders and/or U.S. Customs and Border Protection clearance brokers to ensure compliance with applicable export control regulations and laws; (iv) Buyer shall undertake best efforts to ensure that the purpose of this paragraph is not frustrated by any third parties further down the commercial chain, including by potential resellers, and shall immediately inform Seller about any concerns in applying this paragraph. Buyer shall make available to Seller any information concerning compliance with the obligations under this paragraph within one week of any request for such information; (v) Buyer is responsible for compliance with all laws and regulations applicable to the operations of systems and to the storage, use, handling, installation, maintenance, removal, registration, and labelling of all Items at all times after Buyer receives the Items; (vi) The party that is the exporter of record shall be responsible for and procure all permits, licenses, exemptions, authorizations and approvals necessary for the operation of systems, including but not limited to authorizations related to export controls (such as export or re-export licenses); (vii) Buyer shall not permit any third parties to, directly or indirectly, export, re-export, or release any Items to any jurisdiction, country, or party, or for any use which is prohibited by applicable law, regulation or order without first obtaining any required export authorization(s). The party that is the exporter of record will maintain shipping documentation that included references to applicable Export Control Classification Numbers ("ECCNs"), export license numbers, specific regulatory exceptions, and/or No License Required ("NLR") designations and any other appropriate information; (viii) Seller shall not be liable if any required permit, license, exemption, authorization or approval is delayed, denied, restricted, violated or not renewed, and such delay, denial, restriction, revocation, violation or non-renewal shall not constitute a breach of this Agreement, and thereby, Buyer shall not be relieved of its obligations to pay Seller in accordance with this Agreement; (ix) Buyer shall (a) comply with all U.S. Antiboycott Laws (defined below) and regulations, including, but not limited to the Export Control Reform Act of 2018 ("ECRA"), and the antiboycott provisions set forth in Part 760 of the Export Administration Regulations, 15 CFR parts 730-744, the Anti-Boycott Act of 2018, and the Internal Revenue Code (collectively, "Antiboycott Laws"); and (b) shall not take any action that violates the Antiboycott Laws. The obligations contained in this Section shall be deemed material to this Agreement for purposes of this Agreement. Seller reserves the right to cancel the order(s) or terminate the respective agreement(s) pursuant and subject to Section 18 (Termination and Suspension) for default and seek any and all remedies available at law or in equity in the event of Buyer's non-compliance with this Section, if there is reason to believe that the transaction(s) related to the respective agreement would violate, or have violated, Sanctions, or if trade laws implemented after the date of the respective agreement would prohibit or significantly limit execution of this Agreement. Buyer will indemnify, defend, and hold harmless, Seller as to any violations that Buyer may cause under Sanctions, including, but not limited to, the payment of civil and criminal penalties, all costs and expenses, and reasonable attorneys' fees.

11. Excusable Delays. Seller shall not be liable nor in breach or default of its obligations under this Agreement to the extent performance of such obligations is delayed or prevented, directly or indirectly, due to causes beyond the reasonable control of Seller, including, but not limited to: acts of God, natural disasters, unusually severe weather, fire, terrorism, war (declared or undeclared) epidemics, material shortages, insurrection, act (or omissions) of Buyer or Buyer's contractors/suppliers or agents, any act (or omission) by any governmental authority, strikes, labour disputes, transportation shortages, or vendor non-performance. The delivery or performance date shall be extended for a period equal to the time lost by reason of delay or non-performance, plus such additional time as may be necessary to overcome the effect of the delay or non-performance. If delivery or performance is delayed for a period exceeding one hundred eighty (180) days, either Party may terminate this Agreement without further liability provided that Seller shall be paid an amount equal to that which would be payable to Seller under the Section entitled "Termination and Suspension". If Seller is delayed by any acts (or omissions) of Buyer, or by the prerequisite work of Buyer's other contractors or suppliers, Seller shall be entitled to an equitable adjustment in schedule, price and/or performance, as applicable.

12. Confidentiality and Intellectual Property. Both parties agree to keep confidential the other party's proprietary non-public information, if any, which may be acquired in connection with this Agreement. Buyer will not, without Seller's advance written consent, subject Goods to testing, analysis, or any type of reverse engineering or provide the Goods to any third party which may subject the Goods to testing, analysis, or any type of reverse engineering. Seller retains all intellectual property rights including copyright which it has in all drawings and data or other deliverables supplied or developed under this Agreement, subject to Buyer's right to use such drawings and data for its own use without additional cost. Buyer acknowledges that Seller is in the business of selling the Goods subject to this Agreement and agrees that it will not file patent applications on the Goods, or processes and methods of using the Goods, without Seller's express written permission. Buyer further agrees that in any event any such patents will not be asserted against Seller or its customers based upon purchase and use of such Goods. Any software Seller owns and provides pursuant to this Agreement shall remain Seller's property. Seller provides to Buyer a limited, non-exclusive and terminable license to use the object code of such software for the term of this Agreement. Buyer agrees not to export, copy (except that Buyer may make one copy for backup purposes), sub-license, translate, transfer, reverse engineer, or decode the software. Single user versions of software may be used on one CPU. LAN/WAN versions may be used on a single server with only the number of concurrent users as agreed to by the parties. Unless otherwise expressly agreed by Seller, this license shall terminate and the software shall be returned to Seller upon termination of this Agreement, or the material breach of the terms in this Section. Seller shall indemnify and hold harmless Buyer from any rightful claim of any third party that any Good or Service infringes a patent in effect in the jurisdiction where such Good or Service was provided by Seller to Buyer. The Buyer shall notify the Seller promptly of the receipt of any such claim, shall not take any position adverse to the Seller regarding such claim and give the Seller information, assistance and exclusive authority to settle and defend the claim. The Seller shall, at its own expense and choice, either (i) settle or defend the claim and pay all damages and costs awarded in it against the Buyer, or (ii) procure for the Buyer the right to continue using the Good or Service, or (iii) modify or replace the Good or Service so that it becomes non-infringing, or (iv) remove the infringing Good or cease performance of the Service, and refund the price. The foregoing list of sub-sections (i), (ii), (iii), and (iv) and related terms state the entire liability of the Seller for intellectual property infringement of any Good or Service. Buyer shall be fully liable for any infringement of intellectual property rights, including patent rights, of third parties arising out of the products or services supplied hereunder where the construction or other characteristics of such products or services such as design, or specifications, or requirements, or modification of the Goods or Services, are prescribed to the Seller, or completed independently, by the Buyer or agent(s). Buyer shall fully defend and indemnify the Seller in case of such claim(s). Buyer shall indemnify Seller and hold Seller harmless for any patent infringement by a Good or Service in the event that the Buyer modifies the Good or Service provided by Seller, or that the Buyer uses the Good or Service in combination with other goods, services, and/or other features which were not explicitly authorized by Seller.

13. Limitation on Liability. Except where expressly communicated to Seller, Seller shall have no liability for incompatibility of Goods with Buyer's actual space or design limitations. To the extent permitted by law, the total liability of the Seller for all claims arising out of or relating to the performance or breach of this Agreement or use of any Goods or Services shall not exceed the total price paid by Buyer under this Agreement or for multi-annual agreements, the annual price paid by Buyer under this Agreement. Seller shall not be liable for any advice, instruction, assistance or any services that are not required under this Agreement or for which Seller does not charge Buyer. In no event will either party be liable to the other for lost profits or revenues, cost of capital or replacement water or power, downtime costs or increased operating costs, lost or decreased production, claims of Buyer's customers for such damages or any similar or comparable damages, or for any incidental, special, consequential or indirect damages of any type or kind, irrespective of whether arising from actual or alleged breach of warranty, indemnification, product liability or strict liability, or any other legal theory. If Buyer is supplying, or otherwise making available, Seller's Goods or Services to a third party, Buyer agrees to protect, defend, indemnify and hold Seller, its corporate subsidiaries and affiliates, and their respective officers, directors, employees and agents, free and harmless from and against any and all losses, expenses, liabilities, claims, demands, causes of action, suits or other litigation, arising out of or related to Seller's Goods or Services provided by the Buyer to a third party, including but not limited to products or services that may be related to Seller's Goods or Services. Seller's liability shall end upon expiration of the applicable warranty period, provided that Buyer may continue to enforce a claim for which it has given notice prior to that date by commencing an action or arbitration, as applicable under this Agreement, before expiration of any statute of limitations or other legal time limitation but in no event later than five (5) months after expiration of such warranty period. For purposes of this Section "Seller" shall include Seller, its affiliates, subcontractors and suppliers of any tier, and their respective agents and employees, individually or collectively.

14. General Indemnity. Seller shall indemnify and hold harmless Buyer from claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligence of Seller or its officers, agents, employees, and/or assigns while engaged in activities under this Agreement. Buyer shall likewise indemnify and hold harmless Seller from claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligence of Buyer, its officers, agents, employees, and/or assigns. In the event such damage or injury is caused by the joint or concurrent negligence of Seller and Buyer, the loss shall be borne by each Party in proportion to its negligence. For the purpose of this Section: (i) "Third Party" shall not include Buyer or any subsequent owner of the Goods or Services, their subsidiaries, parents, affiliates, agents, successors or assigns including any operation or maintenance contractor, or their insurer; and (ii) no portion of the Goods is "third party property". #Buyer expressly acknowledges that the limited or excluded warranties or liabilities stipulated herein and waivers of actions against Seller deriving from the same, are also stipulated in favor of Seller's insurers.

15. Conflicts; No Third Party Beneficiary Rights. If there is any conflict between this Agreement and any written proposal or quotation provided by Seller, then the terms and conditions set forth in the proposal or quotation shall prevail. If any term or condition of this Agreement or any accompanying terms and conditions are held invalid or illegal, then such terms and conditions shall be reformed to be made legal or valid, or deleted, but the remaining terms and conditions shall remain in full force and effect, and the Agreement shall be interpreted and implemented in a manner which best fulfills our intended agreement. Except as specifically set forth above in Sections 2 entitled "Buyer Obligations", 11 entitled "Confidentiality and Intellectual Property" and 12 entitled "Limitation on Liability", this Agreement and all of the provisions hereof shall be binding upon and inure only to the benefit of the parties hereto and their respective successors and permitted assigns, and no other party, including any employee or creditor of any party hereto or any affiliate thereof, shall have any rights or obligations hereunder.

16. Assignment and Subcontracting. To the extent permitted by applicable law, Seller may assign or novate its rights and obligations under this Agreement, in whole or in part, to any of its affiliates and/or may assign any of its accounts receivable under this Agreement to any party without Buyer's consent. Buyer agrees to execute any documents that may be necessary to complete Seller's assignment or novation. This Agreement shall not otherwise be assigned by either Party without the other Party's prior written consent, and any assignment without said consent shall be void. Nothing herein shall prevent the Seller from placing or permitting the placing of subcontracts or orders on others for the supply of materials, manpower or services within the Seller's scope of supply provided that the placing of such subcontracts or orders shall not in any way relieve the Seller from any of its obligations under this Agreement, and provided that Seller will procure that its subcontractors (to the extent engaged for Seller's scope hereunder) comply with all known and reasonable instructions related to accessing Buyer's facility.

17. Emergencies. If the safety of Seller's personnel is threatened or likely to be threatened by circumstances outside the reasonable control of Seller, including but not limited to war, armed conflict, civil unrest, riots, terrorism, kidnapping, presence of or exposure to hazardous materials, unsafe working conditions, or by the threat of such circumstances or a lack of adequate protections against such circumstances, Seller shall, with no liability as per the terms of the Agreement, be entitled to take all necessary steps to ensure the security and safety of its personnel including the evacuation of personnel until such circumstances no longer apply and suspension of its obligations under the Agreement until said circumstances, at Seller's sole opinion, have ceased. Any such occurrence shall be considered an excusable delay event. Buyer shall reasonably assist in the event of any such evacuation.


18. Termination and Suspension. This Agreement and any performance pursuant to it may be terminated or suspended by either party if the other party (a) is the subject of bankruptcy or insolvency proceedings; or (b) defaults in its material obligations under this Agreement, and such default is not cured within thirty (30) days; (b) If Seller shall have any doubt at any time as to Buyer's ability to pay, Seller, without any liability and without being subject to any penalties that may be applicable as negotiated with Buyer, may decline to make deliveries of Goods or provide Services except on receipt of satisfactory security. Upon the termination of this Agreement: (a) Buyer agrees to pay for all Goods in Buyer's possession or for which title has passed to Buyer, at current prices or at such other prices as have been agreed to in writing; and (b) all amounts owing, if any, for the equipment or tanks relating to those Goods shall immediately become due and shall be paid within thirty (30) days of receipt of an invoice. In the event of cancellation of an order by Buyer, a cancellation charge will be made against the Buyer, in proportion to the work completed by Seller, or obligated against the order, plus any cancellation charges assessed against Seller by Seller's suppliers. In addition, unless Buyer has been invoiced by Seller specifically for all Goods delivered (including any leveled billing agreements that have already reconciled based on shipments), Seller will invoice Buyer and Buyer shall pay Seller for all Goods on Buyer's site at the time of termination, including any fixed fees, consignment and production based agreements.

19. Governing Law and Dispute Resolution. This Agreement shall be governed by the substantive laws of the United States of America. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. In the event of a dispute concerning this Agreement, the complaining party shall notify the other party in writing thereof. Management level representatives of both parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within thirty (30) days after such notice, the complaining party shall seek remedies exclusively through the courts located in New York, NY US.

20. U.S Government Contracts. This Section 20 applies only if the Agreement is for the direct or indirect sale to any agency of the U.S. Government and/or is funded in whole or in part by any agency of the U.S. Government. Buyer agrees that all Goods and Services provided by Seller meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial item" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101. To the extent the Buy American Act, Trade Agreements Act, or other domestic preference requirements are applicable to this Agreement, the country of origin of Goods is unknown unless otherwise specifically stated by Seller in this Agreement. Buyer agrees that any Services offered by Seller are exempt from the Service Contract Act of 1965 (FAR 52.222-41). Buyer represents and agrees that this Agreement is not funded in whole or in part by American Recovery Reinvestment Act funds unless otherwise specifically stated in the Agreement. The version of any applicable FAR clause listed in this Section 20 shall be the one in effect on the effective date of this Agreement. If Buyer is an agency of the U.S. Government, then as permitted by FAR 12.302, Buyer agrees that all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms and Conditions. Buyer further agrees the subparagraphs of FAR 52.212-5 apply only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the prices under this Agreement. If Buyer is procuring the Goods or Services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S Government, then Buyer agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the prices under this Agreement.

21. Public Funding and Prevailing Wages. Buyer warrants that, as of the effective date of this Agreement, Buyer has disclosed to Seller if any work performed in the scope of this Agreement is subject to federal, state, or local laws, regulations, and ordinances related to public funding, prevailing wages or fringe benefits, including but not limited to the Davis-Bacon Act (40 U.S.C. §§ 3141 to 3148), the Copeland "Anti-Kickback" Act (18 U.S.C. § 874), the Contract Work Hours and Safety Standards Act (40 U.S.C. § 3701 et seq.), and/or any other applicable federal, state, or local laws (collectively, the "Prevailing Wage Laws"). Buyer further warrants that, as of the effective date of this Agreement, Buyer has disclosed to Seller if this Agreement is funded in whole or in part by any agency of the U.S. Government or by any state or political subdivision thereof, including, but not limited to, any state agency, city, district, or public fund. For purposes of this Section, funding includes, but is not limited to, any waiver or reduction of rents, fees, or other costs that would otherwise be borne by Buyer associated with effecting this Agreement. If Buyer has failed to notify Seller of any such Prevailing Wage Laws as of the effective date of this Agreement, Buyer agrees to indemnify, defend, and hold harmless Seller from and against any and all claims, liabilities, damages, or penalties arising out of applicable Prevailing Wage Laws. The obligations contained in this Section shall be deemed material to this Agreement for purposes of this Agreement. Seller shall have the right to terminate this Agreement pursuant and subject to Section 18 (Termination and Suspension) for default and seek any and all remedies available at law or equity in the event of Buyer's non-compliance with this Section.

22. Miscellaneous. No modification, amendment, revision, waiver, or other change shall be binding on either Party unless agreed in writing by the Party's authorized representative. Any oral or written representation, warranty, course of dealing, or trade usage not specified herein shall not be binding on either Party. Each Party agrees that it has not relied on, or been induced by, any representations of the other Party not contained in this Agreement.

		Veolia Water Technologies Treatment Solutions USA Inc. 600 WILLOW TREE RD LEONIA NJ 07605 UNITED STATES PHONE: 1-201-676-2525			<h1>Quotation</h1>		
		Quote Date 01APR2026		Quotation Exp. Date 30SEP2027		Veolia TS Quote 20710608	
Sales org. B611		Sales Representative / Contact Darriel Brown Jr, CPSM			Reference Arlington EastUV Parts FY 2026-2027		
Sold to : 1000151396 JEA WATER & SEWER PO BOX 4910 JACKSONVILLE FL 32201-4910 UNITED STATES				Ship to : 4000217789 JEA WATER & SEWER/ARLINGTON E. WRF 1555 MILCOE RD JACKSONVILLE FL 32225 UNITED STATES			
Bill to : 0000510704 JEA WATER & SEWER PO BOX 4910 JACKSONVILLE FL 32201-4910 UNITED STATES				Payment terms Net 30 Days From Invoice Date			
				Inco terms FCA PLANT			
				Currency: U.S. Dollar			
				Freight: Freight PrePaid and Add			
SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount	
10	X0016H19 LAMP 58" ARC 20" 20AWG PIGTAIL 40HO WARM 30 EA	30	EA	33.17	EA	995.10	
20	X0015H13 JACKET, QUARTZ, 67" TT NB, UV 40HO G1 G2 24 EA	24	EA	26.78	EA	642.72	
30	X0027H01 TOP LAMP SUPPORT ASSY 1 EA	1	EA	15.97	EA	15.97	
40	X0031G02 FILLER, SPONGE, SILICON 1 EA	1	EA	0.58	EA	0.58	
50	3212600 CLIP, SPACER, SS, AQ.S, 40HO, 40HO-S 1 EA	1	EA	1.10	EA	1.10	
60	X0029H01 BALLAST, ASSEMBLY, 230V, UV 40-HO 10 EA	10	EA	278.10	EA	2,781.00	
70	X0078H02						

Thank you for your Consideration. To place an order, please email signed Purchase Orders to the Customer Care:


csc.treatmentsolutions@veolia.com.

To ensure that you receive the pricing quoted, please reference this quotation number on your order.

All sales are subject to our terms and conditions, contained with this quotation.

Freight for Bulk Delivery and specialized freight charges, where applicable, are not included unless specifically indicated in the materials listing above.

Pricing above does not include applicable taxes, which will be applied at time of order.

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				Inco terms FCA PLANT			
				Currency: U.S. Dollar			
				Freight: Freight PrePaid and Add			
SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount	
80	HEAT TRANSFER CMPD TUBE, 3 OZ,40HO G1 G2 1 EA	1	EA	31.93	EA	31.93	
90	X0056H01 LAMP CONTROL ASSEMBLY LCA 40 HO UV 1 EA	1	EA	509.02	EA	509.02	
100	X0057H01 DCA Assembly 40-HO 1 EA	1	EA	743.82	EA	743.82	
110	59810G02 DCA Circuit Board 40HO GEN 1 1 EA	1	EA	339.90	EA	339.90	
120	X0048H01 WIRING HARNESS BALLAST INTERCONNECT US 1 EA	1	EA	230.00	EA	230.00	
130	X0050H01 WIRING HARNESS, DATA/PHOTOCELL, UV 40-HO 1 EA	1	EA	180.00	EA	180.00	
	X0054H01 WIRING HARNESS, POWER DISTRIBUTION						

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				Inco terms FCA PLANT			
				Currency: U.S. Dollar			
				Freight: Freight PrePaid and Add			
SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount	
140	1 EA X0028H03 SWITCH DISCONNECT 3P 60 AMP UV 40HO G1	1	EA	103.00	EA	103.00	
150	1 EA X0024G29 Fan, 230V, Salt/Fog, UV40-HO	1	EA	116.00	EA	116.00	
160	1 EA 61809G02 DATA CABLE ASSY "B" & HO SYSTEMS 70FT	1	EA	154.50	EA	154.50	
	1 EA	1	EA	97.54	EA	97.54	
Freight will be prepaid and added to the invoice.							
NET PRICE					USD	6,942.18	
TOTAL AMOUNT						6,942.18	

Thank you for your Consideration. To place an order, please email signed Purchase Orders to the Customer Care: csc.treatmentsolutions@veolia.com.
 To ensure that you receive the pricing quoted, please reference this quotation number on your order.
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 Pricing above does not include applicable taxes, which will be applied at time of order.

Terms and Conditions of Sale

1. **Exclusive Terms and Conditions.** Together with any other terms that any legal entity that is part of the Veolia Water Technologies & Solutions business ("Seller") and the legal entity purchasing the Goods and Services ("Buyer") agree to in writing, and with the last proposal in order of time issued by the Seller, these Terms and Conditions of Sale form the exclusive terms ("Agreement") whereby Buyer agrees to purchase, and Seller agrees to sell products and equipment ("Goods") and provide advice, instruction and other services in connection with the sale of those Goods ("Services"). Buyer agrees that this Agreement will control the relationship by accepting Goods and Services from Seller, even if Buyer sends to Seller other terms and conditions to which Seller may not respond.
2. **Buyer Obligations.** Seller will not control the actual operation of either Buyer's systems or Goods at the site, and unless otherwise specifically agreed in writing, dosification and/or installation of Goods shall be the responsibility of Buyer. Goods and Services provided hereunder are based upon the information Buyer makes available to Seller, and Seller reserves the right to utilize the most compact and feasible design compatible with sound engineering practices, and to make changes in details of design, construction and arrangement of Goods unless precluded by limitations (including, but not limited to actual space and feedwater/substance quality specifications) specified by Buyer in writing at the time an order is placed. If no such limitations are specified, Seller shall not be held responsible for incompatibility of the Goods and Services due to changes in feedwater/substance quality specifications or site conditions nor for incompatibility with actual space or design limitations, which were not initially disclosed by Buyer and become apparent at a later date. For Services to be accurate and Goods to work as intended, Buyer must fulfill the following obligations ("Obligations"): (a) provide Seller complete and accurate information and data relevant to the scope of work to be provided, such as information related to Buyer's site conditions, systems, related equipment and processes, feedwater or other substances to be treated or measured with the Goods, including any hidden, unapparent, or changing conditions that may affect the effectiveness of the Goods; (b) operate all related systems and the Goods within the agreed to control parameters or, if none, within industry customary operating conditions; (c) maintain all related systems and Goods in good operating condition and repair; and (d) maintain and handle Goods in a proper and safe manner. If Buyer fails to fulfill the foregoing Obligations, Seller shall be relieved of any obligations with respect to warranties or any other commitments made to Buyer in writing, and Seller shall have no liability for any loss, damage or injury which Buyer may sustain or for which Buyer may be liable. Buyer is solely responsible for the operation of Buyer's systems, including ensuring that the systems are operated and maintained properly and comply with all laws, rules, regulations, license conditions and orders. Seller will not operate, inspect or maintain Buyer's systems or act as a licensed operator as defined by local regulatory authorities. Goods and Services sold by Seller are not intended for use in connection with any nuclear facility or activity. Buyer shall not sell or permit the use of the Goods in connection with any nuclear installation or activity without the prior written consent of the Seller. If, in breach of this, any such use occurs, Seller (and its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, and, in addition to any other rights of Seller, Buyer shall indemnify and hold Seller (and its parent, affiliates, suppliers and subcontractors) harmless against all such liability. Buyer shall be responsible for using or disposing of all Goods, including the empty packaging in which Goods were contained once delivered to Buyer and where applicable such disposal should be pursuant to Section 9 herein. Buyer shall maintain all risk property and boiler and machinery breakdown insurance covering the full replacement value of Buyer's site, systems and related equipment, together with business interruption coverage, which includes a waiver of subrogation in favor of Seller and its affiliates. Prior to commencement of any work under this Agreement, and not less than annually thereafter during the term of this Agreement, Buyer shall deliver to Seller a certificate(s) of insurance and copy of waiver of subrogation endorsement evidencing that the foregoing insurance is in full force and effect. Seller shall maintain types and amounts of insurance against loss or damage and such other risks as customarily insured against by businesses whose operations are comparable to those of the Seller. Seller shall not be obliged to add Buyer or any other third party as an additional insured under Seller's insurance policies.
3. **Delivery.** All delivery designations are INCOTERMS 2020. Except for the provisions relating to Consigned Goods as per additional terms and conditions to be provided by Seller, to this Agreement and Section 8 of this Agreement, risk of loss or damage to Goods as well as containers and tanks in which Goods are contained, shall pass to Buyer upon Seller making the Goods available to Buyer for collection at Seller's premises, and title to Goods shall pass to Buyer upon Seller's receipt of Buyer's full payment therefor. Delivery dates indicated by Seller are only approximate. Quotations and proposal drawings provided by Seller show only general style, arrangement and approximate dimensions and weight. If any part of the Goods cannot be delivered when ready due to any cause not attributable to Seller, Buyer shall designate an alternate storage location, and Seller shall ship such Goods to storage. Risk of loss shall thereupon pass to Buyer, and amounts payable to Seller upon delivery or shipment shall be paid by Buyer along with expenses incurred by Seller. Title shall pass to Buyer upon Seller's receipt of Buyer's full payment for such Goods. Services provided herein shall be charged at the rate prevailing at the time of actual use and Buyer shall pay any increase, and Buyer shall pay directly all costs for storage and subsequent transportation. Failure by Buyer to take delivery of the Goods shall be a breach of this Agreement.
4. **Payment and Prices.** Unless otherwise specified in writing, payment is due net thirty (30) days from the date of Seller's invoice, which shall be issued at the time of shipment. The prices quoted herein do not include taxes or duties. Buyer shall be directly responsible, and reimburse Seller, for the gross amount of any present or future bond, sales, use, excise, value-added, environmental or other similar tax or duty applicable to the price, sale or delivery of any Goods or Services furnished hereunder. Buyer shall provide to Seller, within one month of payment, official receipts from the applicable governmental authority for deducted or withheld taxes. Unless Buyer has furnished Seller with evidence of tax exemption or direct pay permit acceptable to taxing authorities prior to the execution of the Agreement or Seller's acceptance of Buyer's purchase order (as the case may be), Buyer shall pay all taxes as invoiced by Seller and Seller is relieved of any obligation to (i) apply any tax exemption or direct pay permit, and/or (ii) refund to the Buyer any tax paid by the Seller. Seller's invoices will only be issued without domestic VAT where Buyer either makes available to Seller their valid VAT number in the case of an intercommunity supply or provides a valid certificate or acceptable statement for VAT or duty exemption. If Buyer is to arrange the export or intercommunity shipment, upon request by Seller, Buyer agrees to provide free of charge to Seller, evidence of exportation or intercommunity shipment that makes reference to Seller's invoice number and this documentation is acceptable to the relevant tax or custom authorities. In the event that there is either a failure to meet any of the above conditions or the information or documentation provided is deemed to be defective in any way by the tax or custom authorities then the Seller will have the right to separately invoice Buyer for any taxes, VAT or duties payable together with any interest or penalties that Seller incurs as a result and Buyer shall pay this invoice in accordance with the payment terms of this Agreement. For multi-year agreements, pricing stated shall remain firm for twelve (12) months, after which Seller shall be entitled to adjust pricing upward on an annual basis according to the designated formula used by Seller in Buyer's country and which shall be notified to Buyer. Buyer will provide to Seller a new purchase order at least thirty (30) days before expiration of any purchase order issued under this Agreement. If purchase orders are not renewed or new purchase orders issued by Buyer within this time scale, Seller, without any liability and without being subject to any penalties that may be applicable as negotiated with Buyer, may either: (a) decline to make deliveries of Goods or provide Services; or (b) if requested in writing by Buyer, continue to deliver Goods and Services subject to new prices that may be applicable and the Terms and Conditions of Seller (or any deviation agreed to in writing by the Parties) and invoice Buyer for these under the expired purchase order at prices in effect as of that date. However, where the Agreement contains a designated price adjustment formula the Goods and Services so delivered as per this Section 4 will be invoiced at the new rate defined by said price adjustment formula. Buyer agrees to be bound to pay such invoices in accordance with the payment terms of the Agreement. Unless otherwise specified, all prices are INCOTERMS 2020 FCA Seller's premises as of where Goods will be shipped to Buyer. Buyer agrees to reimburse Seller for collection costs, including two percent (2%) interest per month, not to exceed the maximum amount permitted by applicable law, should Buyer fail to timely pay. Buyer shall have no rights to any setoffs of any nature relating to any payments due under the Agreement. Notwithstanding the terms set forth herein or of any agreement or acceptance of Seller's quotation, Seller reserves the right at any time and from time to time by notice in writing to the Buyer to (a) increase Prices (or impose temporary price adjustments) based on increases in the cost of base components for the Goods or Services provided, where the increase is due to increased global demand, limited supply, temporary product shortages, allocation of supply, or such other similar inflationary pressures; and (b) impose a surcharge equal to any increase in the cost of the Goods or Services as a result of a modification of exchange rates, taxes or other levies imposed by public authorities.
5. **Payment for Excessive Usage; Lost and Damaged Goods.** If payment for Goods is based on some factor other than the actual amount of Goods delivered (e.g., payment is for a fixed amount, or based on usage or production), then Buyer agrees to pay for all Goods (a) consumed as a result of Buyer's failure to comply with Obligations as set forth in Section 2; or (b) lost or damaged after delivery to Buyer. Buyer shall provide Seller all information necessary to calculate amounts due and enable Seller to audit those records.
6. **Consigned Goods.** If Goods are being made available to Seller under a consignment arrangement, additional terms and conditions shall be applicable and shall be provided by Seller.
7. **Limited Warranties.** Seller warrants that the Goods shall conform to Seller's specifications and shall be free from defects in material and workmanship when at all times operated in accordance with Seller's written instructions; and that the Services will be performed with the degree of skill which can reasonably be expected from a seller engaged in a comparable business and providing comparable services under comparable circumstances. Under no circumstances do Services include the operation, inspection or maintenance of Buyer's systems or acting as a licensed operator as defined by local regulatory authorities. Unless otherwise provided in any Warranty Schedule that may be attached hereto, the foregoing warranties are valid: (a) for Chemicals, the earlier of, the shelf-life of the product, or six (6) months from their date of delivery or the provision of Services; (b) for Consumables, including Filters and Membranes, twelve (12) months from their date of delivery, (c) for Goods other than Chemicals and Consumables, the earlier of, fifteen (15) months from receipt, or twelve (12) months from start-up/first use; (d) for Software, nine (9) months from the date of receipt. Unless expressly agreed in a "Performance Warranty Document" signed between the parties on a separate basis, there is no performance warranty on Goods and Services or warranty on process results. For Goods not manufactured by Seller, the warranty shall be the manufacturer's transferable warranty only. Any claim for breach of these warranties must be promptly notified in writing or the claim will be void. Seller's sole responsibility and Buyer's exclusive remedy arising out of or relating to the Goods or Services or any breach of these warranties is limited to, at Seller's option: (a) replacement of non-conforming Goods or refund of purchase price of the non-conforming Goods; and (b) re-performance of the Services at issue, or a refund of the amount paid for the Services at issue. No allowance will be made for repairs or alterations made by Buyer without Seller's written consent or approval. Goods may not be returned to Seller without Seller's written permission. Seller will provide Buyer with a "Return Material Order" number to use for returned goods. Buyer, as the original purchaser, is not entitled to extend or transfer this warranty to any other party. The foregoing warranties are in lieu of and exclude all other warranties, statutory, express or implied, including any warranty of merchantability or of fitness for a particular purpose.
8. **Use of Equipment, Tanks, and Containers.** Semi-bulk containers (SBCs) owned by Seller shall be used only for the storage of Goods approved by Seller and Buyer shall return to Seller all SBCs owned by the Seller in an "empty" condition, as defined by appropriate transport or environmental regulations. Title to, and risk of loss or damage of, all equipment, product containers (e.g., pails, drums, recyclable intermediate bulk containers "IBC"), and tanks supplied to Buyer shall pass to Buyer as provided for in Section 3 of this Agreement, except that returnable SBCs shall remain property of Seller, unless otherwise stated in Seller's documentation.
9. **Compliance with Laws; Permits.** Buyer is responsible for compliance with all laws and regulations applicable to the operation of its systems and to the storage, use, handling, installation, maintenance, removal, registration and labeling of all Goods from and after Buyer's receipt of the Goods, as well as for the proper management and disposal of all wastes and residues associated with the Goods (including but not limited to containers, excess or off-spec product, testing wastes (e.g., spent or expired lab reagents and test kits) and signing manifests for waste transport and disposal." Buyer agrees to ensure that all Goods and Services provided to Buyer for export are exported only in compliance with applicable export control laws and regulations. Permits and licenses which are required to operate apparatus or equipment or to use the Goods, shall be procured by Buyer at Buyer's sole expense. Buyer shall be responsible for and procure all permits, licenses, exemptions, authorizations and approvals necessary to the operation of its systems, including but not limited to permits related to liquid and solid waste handling and discharge, air and water emissions, sound, safety, etc. Seller shall not be liable if any such permit, license, exemption, authorization or approval is delayed, denied, revoked, restricted, violated or not renewed and Buyer shall not be relieved thereby of its obligations to pay Seller in accordance with this Agreement. Seller's obligations are conditioned upon Buyer's compliance with all applicable trade control laws and regulations. Buyer shall not trans-ship, re-export, divert or direct Goods (including related equipment, software and technical data) other than in and to the ultimate country of destination declared by Buyer and specified as the country of ultimate destination on Seller's invoice. The obligations of the parties to comply with all applicable trade control laws and regulations shall survive any termination or discharge of any other contract obligations.
10. **International Trade Compliance.** Seller is responsible for and committed to compliance with all applicable export control and sanctions laws, regulations and orders. The sale, resale or other disposition of Goods, technical data or software ("Items") are subject to all applicable export control and sanctions laws, regulations and orders, including those of the United States ("U.S."), the European Union ("EU"), United Kingdom, and United Nations. Buyer agrees to comply with all applicable laws, regulations and orders. Buyer, its Affiliates (defined below) or any of its officers, directors, managers, agents or employees are not an embargoed Person (defined below) or otherwise subject to any Sanctions (defined below). Buyer shall not directly or indirectly sell, distribute, disclose, release, export, re-export, deliver or otherwise transfer any Items provided under this Agreement to (i) any country designated as a "State Sponsor of Terrorism" by the U.S. Department of State; (ii) any individual or entity ("Person") located in, owned or controlled by, organized under the laws of, or acting on behalf of a Person located in, a State Sponsor of Terrorism country; (iii) any Person located in, owned or controlled by, organized under the laws of, or acting on behalf of a Person located in, owned or controlled by, or organized under the laws of, a country or territory which is itself the target of any country- or territory-wide sanctions laws, including Russia, Belarus, the region of Crimea and Sevastopol, Donetsk People's Republic ("DPR" or "DNR"), Luhansk People's Republic ("LPR" or "LNR"), Kherson, Zaporizhzhia

regions of Ukraine, Cuba, Iran, and North Korea; (iv) any Person listed on, owned or controlled by, or acting on behalf of a Person listed on the list of "Specifically Designated Nationals and Blocked Persons" ("SDN List") maintained by OFAC, or any similar list maintained by, or public announcement of sanctions designation, or Person listed on the "Entity List" or "Denied Persons List" maintained by the U.S. Department of Commerce, Bureau of Industry and Security ("BIS"), or any other applicable prohibited party list; (v) any Person, country, regime, entity(ies) otherwise a target of economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by: (a) the U.S. government, including but not limited to OFAC or the U.S. Department of State, (b) the EU and its member States, (c) His Majesty's Treasury of the United Kingdom, and (d) the United Nations Security Council, collectively "Sanctions." To the best of Buyer's knowledge, the monies used to fund Buyer's purchase of the Items were not funded by or otherwise derived from an embargoed Person or Person listed on the SDN List or other similar lists maintained by OFAC or any other governmental entity pursuant to Sanctions. These requirements will apply regardless of any conflict under local law. For purposes of this Section, "Affiliate" means any Person or entity that controls, is controlled by or is under common control with another Person or entity. "Control(led by)" has the same meaning as used in Council Regulation (EU) 2020/1998. In addition: (i) Buyer shall not use the Items or other information or assistance furnished by Seller, or its Affiliates, in the design, development, production, stockpiling or use of long-range missiles, or chemical, biological or nuclear weapons; (ii) Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any Items supplied under or in connection with this Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014. This provision shall also extend to Belarus; (iii) Buyer agrees to manage and have oversight of their freight forwarders and/or U.S. Customs and Border Protection clearance brokers to ensure compliance with applicable export control regulations and laws; (iv) Buyer shall undertake best efforts to ensure that the purpose of this paragraph is not frustrated by any third parties further down the commercial chain, including by potential resellers, and shall immediately inform Seller about any concerns in applying this paragraph. Buyer shall make available to Seller any information concerning compliance with the obligations under this paragraph within one week of any request for such information; (v) Buyer is responsible for compliance with all laws and regulations applicable to the operations of systems and to the storage, use, handling, installation, maintenance, removal, registration, and labelling of all Items at all times after Buyer receives the Items; (vi) The party that is the exporter of record shall be responsible for and procure all permits, licenses, exemptions, authorizations and approvals necessary for the operation of systems, including but not limited to authorizations related to export controls (such as export or re-export licenses); (vii) Buyer shall not permit any third parties to, directly or indirectly, export, re-export, or release any Items to any jurisdiction, country, or party, or for any use which is prohibited by applicable law, regulation or order without first obtaining any required export authorization(s). The party that is the exporter of record will maintain shipping documentation that included references to applicable Export Control Classification Numbers ("ECCNs"), export license numbers, specific regulatory exceptions, and/or No License Required ("NLR") designations and any other appropriate information; (viii) Seller shall not be liable if any required permit, license, exemption, authorization or approval is delayed, denied, restricted, violated or not renewed, and such delay, denial, restriction, revocation, violation or non-renewal shall not constitute a breach of this Agreement, and thereby, Buyer shall not be relieved of its obligations to pay Seller in accordance with this Agreement; (ix) Buyer shall (a) comply with all U.S. Antiboycott Laws (defined below) and regulations, including, but not limited to the Export Control Reform Act of 2018 ("ECRA"), and the anti-boycott provisions set forth in Part 760 of the Export Administration Regulations, 15 CFR parts 730-744, the Anti-Boycott Act of 2018, and the Internal Revenue Code (collectively, "Antiboycott Laws"); and (b) shall not take any action that violates the Antiboycott Laws. The obligations contained in this Section shall be deemed material to this Agreement for purposes of this Agreement. Seller reserves the right to cancel the order(s) or terminate the respective agreement(s) pursuant and subject to Section 18 (Termination and Suspension) for default and seek any and all remedies available at law or in equity in the event of Buyer's non-compliance with this Section, if there is reason to believe that the transaction(s) related to the respective agreement would violate, or have violated, Sanctions, or if trade laws implemented after the date of the respective agreement would prohibit or significantly limit execution of this Agreement. Buyer will indemnify, defend, and hold harmless, Seller as to any violations that Buyer may cause under Sanctions, including, but not limited to, the payment of civil and criminal penalties, all costs and expenses, and reasonable attorneys' fees.

11. Excusable Delays. Seller shall not be liable nor in breach or default of its obligations under this Agreement to the extent performance of such obligations is delayed or prevented, directly or indirectly, due to causes beyond the reasonable control of Seller, including, but not limited to: acts of God, natural disasters, unusually severe weather, fire, terrorism, war (declared or undeclared) epidemics, material shortages, insurrection, act (or omissions) of Buyer or Buyer's contractors/suppliers or agents, any act (or omission) by any governmental authority, strikes, labour disputes, transportation shortages, or vendor non-performance. The delivery or performance date shall be extended for a period equal to the time lost by reason of delay or non-performance, plus such additional time as may be necessary to overcome the effect of the delay or non-performance. If delivery or performance is delayed for a period exceeding one hundred eighty (180) days, either Party may terminate this Agreement without further liability provided that Seller shall be paid an amount equal to that which would be payable to Seller under the Section entitled "Termination and Suspension". If Seller is delayed by any acts (or omissions) of Buyer, or by the prerequisite work of Buyer's other contractors or suppliers, Seller shall be entitled to an equitable adjustment in schedule, price and/or performance, as applicable.

12. Confidentiality and Intellectual Property. Both parties agree to keep confidential the other party's proprietary non-public information, if any, which may be acquired in connection with this Agreement. Buyer will not, without Seller's advance written consent, subject Goods to testing, analysis, or any type of reverse engineering or provide the Goods to any third party which may subject the Goods to testing, analysis, or any type of reverse engineering. Seller retains all intellectual property rights including copyright which it has in all drawings and data or other deliverables supplied or developed under this Agreement, subject to Buyer's right to use such drawings and data for its own use without additional cost. Buyer acknowledges that Seller is in the business of selling the Goods subject to this Agreement and agrees that it will not file patent applications on the Goods, or processes and methods of using the Goods, without Seller's express written permission. Buyer further agrees that in any event any such patents will not be asserted against Seller or its customers based upon purchase and use of such Goods. Any software Seller owns and provides pursuant to this Agreement shall remain Seller's property. Seller provides to Buyer a limited, non-exclusive and terminable license to use the object code of such software for the term of this Agreement. Buyer agrees not to export, copy (except that Buyer may make one copy for backup purposes), sub-license, translate, transfer, reverse engineer, or decode the software. Single user versions of software may be used on one CPU. LAN/WAN versions may be used on a single server with only the number of concurrent users as agreed to by the parties. Unless otherwise expressly agreed by Seller, this license shall terminate and the software shall be returned to Seller upon termination of this Agreement, or the material breach of the terms in this Section. Seller shall indemnify and hold harmless Buyer from any rightful claim of any third party that any Good or Service infringes a patent in effect in the jurisdiction where such Good or Service was provided by Seller to Buyer. The Buyer shall notify the Seller promptly of the receipt of any such claim, shall not take any position adverse to the Seller regarding such claim and give the Seller information, assistance and exclusive authority to settle and defend the claim. The Seller shall, at its own expense and choice, either (i) settle or defend the claim and pay all damages and costs awarded in it against the Buyer, or (ii) procure for the Buyer the right to continue using the Good or Service, or (iii) modify or replace the Good or Service so that it becomes non-infringing, or (iv) remove the infringing Good or cease performance of the Service, and refund the price. The foregoing list of sub-sections (i), (ii), (iii), and (iv) and related terms state the entire liability of the Seller for intellectual property infringement of any Good or Service. Buyer shall be fully liable for any infringement of intellectual property rights, including patent rights, of third parties arising out of the products or services supplied hereunder where the construction or other characteristics of such products or services such as design, or specifications, or requirements, or modification of the Goods or Services, are prescribed to the Seller, or completed independently, by the Buyer or agent(s). Buyer shall fully defend and indemnify the Seller in case of such claim(s). Buyer shall indemnify Seller and hold Seller harmless for any patent infringement by a Good or Service in the event that the Buyer modifies the Good or Service provided by Seller, or that the Buyer uses the Good or Service in combination with other goods, services, and/or other features which were not explicitly authorized by Seller.

13. Limitation on Liability. Except where expressly communicated to Seller, Seller shall have no liability for incompatibility of Goods with Buyer's actual space or design limitations. To the extent permitted by law, the total liability of the Seller for all claims arising out of or relating to the performance or breach of this Agreement or use of any Goods or Services shall not exceed the total price paid by Buyer under this Agreement or for multi-annual agreements, the annual price paid by Buyer under this Agreement. Seller shall not be liable for any advice, instruction, assistance or any services that are not required under this Agreement or for which Seller does not charge Buyer. In no event will either party be liable to the other for lost profits or revenues, cost of capital or replacement water or power, downtime costs or increased operating costs, lost or decreased production, claims of Buyer's customers for such damages or any similar or comparable damages, or for any incidental, special, consequential or indirect damages of any type or kind, irrespective of whether arising from actual or alleged breach of warranty, indemnification, product liability or strict liability, or any other legal theory. If Buyer is supplying, or otherwise making available, Seller's Goods or Services to a third party, Buyer agrees to protect, defend, indemnify and hold Seller, its corporate subsidiaries and affiliates, and their respective officers, directors, employees and agents, free and harmless from and against any and all losses, expenses, liabilities, claims, demands, causes of action, suits or other litigation, arising out of or related to Seller's Goods or Services provided by the Buyer to a third party, including but not limited to products or services that may be related to Seller's Goods or Services. Seller's liability shall end upon expiration of the applicable warranty period, provided that Buyer may continue to enforce a claim for which it has given notice prior to that date by commencing an action or arbitration, as applicable under this Agreement, before expiration of any statute of limitations or other legal time limitation but in no event later than five (5) months after expiration of such warranty period. For purposes of this Section "Seller" shall include Seller, its affiliates, subcontractors and suppliers of any tier, and their respective agents and employees, individually or collectively.

14. General Indemnity. Seller shall indemnify and hold harmless Buyer from claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligence of Seller or its officers, agents, employees, and/or assigns while engaged in activities under this Agreement. Buyer shall likewise indemnify and hold harmless Seller from claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligence of Buyer, its officers, agents, employees, and/or assigns. In the event such damage or injury is caused by the joint or concurrent negligence of Seller and Buyer, the loss shall be borne by each Party in proportion to its negligence. For the purpose of this Section: (i) "Third Party" shall not include Buyer or any subsequent owner of the Goods or Services, their subsidiaries, parents, affiliates, agents, successors or assigns including any operation or maintenance contractor, or their insurer; and (ii) no portion of the Goods is "third party property". #Buyer expressly acknowledges that the limited or excluded warranties or liabilities stipulated herein and waivers of actions against Seller deriving from the same, are also stipulated in favor of Seller's insurers.

15. Conflicts; No Third Party Beneficiary Rights. If there is any conflict between this Agreement and any written proposal or quotation provided by Seller, then the terms and conditions set forth in the proposal or quotation shall prevail. If any term or condition of this Agreement or any accompanying terms and conditions are held invalid or illegal, then such terms and conditions shall be reformed to be made legal or valid, or deleted, but the remaining terms and conditions shall remain in full force and effect, and the Agreement shall be interpreted and implemented in a manner which best fulfills our intended agreement. Except as specifically set forth above in Sections 2 entitled "Buyer Obligations", 11 entitled "Confidentiality and Intellectual Property" and 12 entitled "Limitation on Liability", this Agreement and all of the provisions hereof shall be binding upon and inure only to the benefit of the parties hereto and their respective successors and permitted assigns, and no other party, including any employee or creditor of any party hereto or any affiliate thereof, shall have any rights or obligations hereunder.

16. Assignment and Subcontracting. To the extent permitted by applicable law, Seller may assign or novate its rights and obligations under this Agreement, in whole or in part, to any of its affiliates and/or may assign any of its accounts receivable under this Agreement to any party without Buyer's consent. Buyer agrees to execute any documents that may be necessary to complete Seller's assignment or novation. This Agreement shall not otherwise be assigned by either Party without the other Party's prior written consent, and any assignment without said consent shall be void. Nothing herein shall prevent the Seller from placing or permitting the placing of subcontracts or orders on others for the supply of materials, manpower or services within the Seller's scope of supply provided that the placing of such subcontracts or orders shall not in any way relieve the Seller from any of its obligations under this Agreement, and provided that Seller will procure that its subcontractors (to the extent engaged for Seller's scope hereunder) comply with all known and reasonable instructions related to accessing Buyer's facility.

17. Emergencies. If the safety of Seller's personnel is threatened or likely to be threatened by circumstances outside the reasonable control of Seller, including but not limited to war, armed conflict, civil unrest, riots, terrorism, kidnapping, presence of or exposure to hazardous materials, unsafe working conditions, or by the threat of such circumstances or a lack of adequate protections against such circumstances, Seller shall, with no liability as per the terms of the Agreement, be entitled to take all necessary steps to ensure the security and safety of its personnel including the evacuation of personnel until such circumstances no longer apply and suspension of its obligations under the Agreement until said circumstances, at Seller's sole opinion, have ceased. Any such occurrence shall be considered an excusable delay event. Buyer shall reasonably assist in the event of any such evacuation.


18. Termination and Suspension. This Agreement and any performance pursuant to it may be terminated or suspended by either party if the other party (a) is the subject of bankruptcy or insolvency proceedings; or (b) defaults in its material obligations under this Agreement, and such default is not cured within thirty (30) days; (b) If Seller shall have any doubt at any time as to Buyer's ability to pay, Seller, without any liability and without being subject to any penalties that may be applicable as negotiated with Buyer, may decline to make deliveries of Goods or provide Services except on receipt of satisfactory security. Upon the termination of this Agreement: (a) Buyer agrees to pay for all Goods in Buyer's possession or for which title has passed to Buyer, at current prices or at such other prices as have been agreed to in writing; and (b) all amounts owing, if any, for the equipment or tanks relating to those Goods shall immediately become due and shall be paid within thirty (30) days of receipt of an invoice. In the event of cancellation of an order by Buyer, a cancellation charge will be made against the Buyer, in proportion to the work completed by Seller, or obligated against the order, plus any cancellation charges assessed against Seller by Seller's suppliers. In addition, unless Buyer has been invoiced by Seller specifically for all Goods delivered (including any leveled billing agreements that have already reconciled based on shipments), Seller will invoice Buyer and Buyer shall pay Seller for all Goods on Buyer's site at the time of termination, including any fixed fees, consignment and production based agreements.

19. Governing Law and Dispute Resolution. This Agreement shall be governed by the substantive laws of the United States of America. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. In the event of a dispute concerning this Agreement, the complaining party shall notify the other party in writing thereof. Management level representatives of both parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within thirty (30) days after such notice, the complaining party shall seek remedies exclusively through the courts located in New York, NY US.

20. U.S Government Contracts. This Section 20 applies only if the Agreement is for the direct or indirect sale to any agency of the U.S. Government and/or is funded in whole or in part by any agency of the U.S. Government. Buyer agrees that all Goods and Services provided by Seller meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial item" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101. To the extent the Buy American Act, Trade Agreements Act, or other domestic preference requirements are applicable to this Agreement, the country of origin of Goods is unknown unless otherwise specifically stated by Seller in this Agreement. Buyer agrees that any Services offered by Seller are exempt from the Service Contract Act of 1965 (FAR 52.222-41). Buyer represents and agrees that this Agreement is not funded in whole or in part by American Recovery Reinvestment Act funds unless otherwise specifically stated in the Agreement. The version of any applicable FAR clause listed in this Section 20 shall be the one in effect on the effective date of this Agreement. If Buyer is an agency of the U.S. Government, then as permitted by FAR 12.302, Buyer agrees that all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms and Conditions. Buyer further agrees the subparagraphs of FAR 52.212-5 apply only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the prices under this Agreement. If Buyer is procuring the Goods or Services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S Government, then Buyer agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the prices under this Agreement.

21. Public Funding and Prevailing Wages. Buyer warrants that, as of the effective date of this Agreement, Buyer has disclosed to Seller if any work performed in the scope of this Agreement is subject to federal, state, or local laws, regulations, and ordinances related to public funding, prevailing wages or fringe benefits, including but not limited to the Davis-Bacon Act (40 U.S.C. §§ 3141 to 3148), the Copeland "Anti-Kickback" Act (18 U.S.C. § 874), the Contract Work Hours and Safety Standards Act (40 U.S.C. § 3701 et seq.), and/or any other applicable federal, state, or local laws (collectively, the "Prevailing Wage Laws"). Buyer further warrants that, as of the effective date of this Agreement, Buyer has disclosed to Seller if this Agreement is funded in whole or in part by any agency of the U.S. Government or by any state or political subdivision thereof, including, but not limited to, any state agency, city, district, or public fund. For purposes of this Section, funding includes, but is not limited to, any waiver or reduction of rents, fees, or other costs that would otherwise be borne by Buyer associated with effecting this Agreement. If Buyer has failed to notify Seller of any such Prevailing Wage Laws as of the effective date of this Agreement, Buyer agrees to indemnify, defend, and hold harmless Seller from and against any and all claims, liabilities, damages, or penalties arising out of applicable Prevailing Wage Laws. The obligations contained in this Section shall be deemed material to this Agreement for purposes of this Agreement. Seller shall have the right to terminate this Agreement pursuant and subject to Section 18 (Termination and Suspension) for default and seek any and all remedies available at law or equity in the event of Buyer's non-compliance with this Section.

22. Miscellaneous. No modification, amendment, revision, waiver, or other change shall be binding on either Party unless agreed in writing by the Party's authorized representative. Any oral or written representation, warranty, course of dealing, or trade usage not specified herein shall not be binding on either Party. Each Party agrees that it has not relied on, or been induced by, any representations of the other Party not contained in this Agreement.

		Veolia Water Technologies Treatment Solutions USA Inc. 600 WILLOW TREE RD LEONIA NJ 07605 UNITED STATES PHONE: 1-201-676-2525			<h1>Quotation</h1>		
Quote Date		Quotation Exp. Date			Veolia TS Quote		
01APR2026		30SEP2027			20710611		
Sales org.		Sales Representative / Contact			Reference		
B611		Darriel Brown Jr, CPSM			Blacks Ford UV Parts FY 2026-2027		
Sold to : 1000151396 JEA WATER & SEWER PO BOX 4910 JACKSONVILLE FL 32201-4910 UNITED STATES				Ship to : 4000216287 JEA WATER & SEWER/BLACKSFORD WWTP 1245 RECLAMATION DRIVE JACKSONVILLE FL 32259 UNITED STATES			
Bill to : 0000510704 JEA WATER & SEWER PO BOX 4910 JACKSONVILLE FL 32201-4910 UNITED STATES				Payment terms			
				Net 30 Days From Invoice Date			
				Inco terms			
				FCA PLANT			
Currency: U.S. Dollar				Freight: Freight PrePaid and Add			
SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount	
10	X0016H19 LAMP 58" ARC 20" 20AWG PIGTAIL 40HO WARM 30 EA	30	EA	33.17	EA	995.10	
20	X0015H13 JACKET, QUARTZ, 67" TT NB, UV 40HO G1 G2 24 EA	24	EA	26.78	EA	642.72	
30	X0027H01 TOP LAMP SUPPORT ASSY 1 EA	1	EA	15.97	EA	15.97	
40	X0031G02 FILLER, SPONGE, SILICON 1 EA	1	EA	0.58	EA	0.58	
50	3212600 CLIP, SPACER, SS, AQ.S, 40HO, 40HO-S 1 EA	1	EA	1.10	EA	1.10	
60	X0029H01 BALLAST, ASSEMBLY, 230V, UV 40-HO 10 EA	10	EA	278.10	EA	2,781.00	
70	X0078H02						

Thank you for your Consideration. To place an order, please email signed Purchase Orders to the Customer Care:


csc.treatmentsolutions@veolia.com.

To ensure that you receive the pricing quoted, please reference this quotation number on your order.

All sales are subject to our terms and conditions, contained with this quotation.

Freight for Bulk Delivery and specialized freight charges, where applicable, are not included unless specifically indicated in the materials listing above.

Pricing above does not include applicable taxes, which will be applied at time of order.

		Veolia Water Technologies Treatment Solutions USA Inc. 600 WILLOW TREE RD LEONIA NJ 07605 UNITED STATES PHONE: 1-201-676-2525			<h2 style="margin: 0;">Quotation</h2>		
Quote Date		Quotation Exp. Date			Veolia TS Quote		
01APR2026		30SEP2027			20710611		
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Bill to : 0000510704 JEA WATER & SEWER PO BOX 4910 JACKSONVILLE FL 32201-4910 UNITED STATES				Payment terms			
				Net 30 Days From Invoice Date			
				Inco terms			
				FCA PLANT			
Currency: U.S. Dollar				Freight: Freight PrePaid and Add			
SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount	
80	HEAT TRANSFER CMPD TUBE, 3 OZ,40HO G1 G2 1 EA	1	EA	31.93	EA	31.93	
	X0056H01 LAMP CONTROL ASSEMBLY LCA 40 HO UV 1 EA	1	EA	509.02	EA	509.02	
90	X0057H01 DCA Assembly 40-HO 1 EA	1	EA	743.82	EA	743.82	
	100 59810G02 DCA Circuit Board 40HO GEN 1 1 EA	1	EA	339.90	EA	339.90	
110	X0048H01 WIRING HARNESS BALLAST INTERCONNECT US 1 EA	1	EA	230.00	EA	230.00	
120	X0050H01 WIRING HARNESS, DATA/PHOTOCELL, UV 40-HO 1 EA	1	EA	180.00	EA	180.00	
130	X0054H01 WIRING HARNESS, POWER DISTRIBUTION						

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		Veolia Water Technologies Treatment Solutions USA Inc. 600 WILLOW TREE RD LEONIA NJ 07605 UNITED STATES PHONE: 1-201-676-2525			<h1>Quotation</h1>		
		Quote Date 01APR2026		Quotation Exp. Date 30SEP2027		Veolia TS Quote 20710611	
Sales org. B611		Sales Representative / Contact Darriel Brown Jr, CPSM			Reference Blacks Ford UV Parts FY 2026-2027		
Sold to : 1000151396 JEA WATER & SEWER PO BOX 4910 JACKSONVILLE FL 32201-4910 UNITED STATES				Ship to : 4000216287 JEA WATER & SEWER/BLACKSFORD WWTP 1245 RECLAMATION DRIVE JACKSONVILLE FL 32259 UNITED STATES			
Bill to : 0000510704 JEA WATER & SEWER PO BOX 4910 JACKSONVILLE FL 32201-4910 UNITED STATES				Payment terms Net 30 Days From Invoice Date			
				Inco terms FCA PLANT			
				Currency: U.S. Dollar			
				Freight: Freight PrePaid and Add			
SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount	
140	1 EA X0028H03 SWITCH DISCONNECT 3P 60 AMP UV 40HO G1	1	EA	103.00	EA	103.00	
150	1 EA X0024G29 Fan, 230V, Salt/Fog, UV40-HO	1	EA	116.00	EA	116.00	
160	1 EA 61809G02 DATA CABLE ASSY "B" & HO SYSTEMS 70FT	1	EA	154.50	EA	154.50	
	1 EA	1	EA	97.54	EA	97.54	
Freight will be prepaid and added to the invoice.							
NET PRICE						USD 6,942.18	
TOTAL AMOUNT						6,942.18	

Thank you for your Consideration. To place an order, please email signed Purchase Orders to the Customer Care:

csc.treatmentsolutions@veolia.com.

To ensure that you receive the pricing quoted, please reference this quotation number on your order.

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Freight for Bulk Delivery and specialized freight charges, where applicable, are not included unless specifically indicated in the materials listing above.

Pricing above does not include applicable taxes, which will be applied at time of order.

Terms and Conditions of Sale

- 1. Exclusive Terms and Conditions.** Together with any other terms that any legal entity that is part of the Veolia Water Technologies & Solutions business ("Seller") and the legal entity purchasing the Goods and Services ("Buyer") agree to in writing, and with the last proposal in order of time issued by the Seller, these Terms and Conditions of Sale form the exclusive terms ("Agreement") whereby Buyer agrees to purchase, and Seller agrees to sell products and equipment ("Goods") and provide advice, instruction and other services in connection with the sale of those Goods ("Services"). Buyer agrees that this Agreement will control the relationship by accepting Goods and Services from Seller, even if Buyer sends to Seller other terms and conditions to which Seller may not respond.
- 2. Buyer Obligations.** Seller will not control the actual operation of either Buyer's systems or Goods at the site, and unless otherwise specifically agreed in writing, dosification and/or installation of Goods shall be the responsibility of Buyer. Goods and Services provided hereunder are based upon the information Buyer makes available to Seller, and Seller reserves the right to utilize the most compact and feasible design compatible with sound engineering practices, and to make changes in details of design, construction and arrangement of Goods unless precluded by limitations (including, but not limited to actual space and feedwater/substance quality specifications) specified by Buyer in writing at the time an order is placed. If no such limitations are specified, Seller shall not be held responsible for incompatibility of the Goods and Services due to changes in feedwater/substance quality specifications or site conditions nor for incompatibility with actual space or design limitations, which were not initially disclosed by Buyer and become apparent at a later date. For Services to be accurate and Goods to work as intended, Buyer must fulfill the following obligations ("Obligations"): (a) provide Seller complete and accurate information and data relevant to the scope of work to be provided, such as information related to Buyer's site conditions, systems, related equipment and processes, feedwater or other substances to be treated or measured with the Goods, including any hidden, unapparent, or changing conditions that may affect the effectiveness of the Goods; (b) operate all related systems and the Goods within the agreed to control parameters or, if none, within industry customary operating conditions; (c) maintain all related systems and Goods in good operating condition and repair; and (d) maintain and handle Goods in a proper and safe manner. If Buyer fails to fulfill the foregoing Obligations, Seller shall be relieved of any obligations with respect to warranties or any other commitments made to Buyer in writing, and Seller shall have no liability for any loss, damage or injury which Buyer may sustain or for which Buyer may be liable. Buyer is solely responsible for the operation of Buyer's systems, including ensuring that the systems are operated and maintained properly and comply with all laws, rules, regulations, license conditions and orders. Seller will not operate, inspect or maintain Buyer's systems or act as a licensed operator as defined by local regulatory authorities. Goods and Services sold by Seller are not intended for use in connection with any nuclear facility or activity. Buyer shall not sell or permit the use of the Goods in connection with any nuclear installation or activity without the prior written consent of the Seller. If, in breach of this, any such use occurs, Seller (and its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, and, in addition to any other rights of Seller, Buyer shall indemnify and hold Seller (and its parent, affiliates, suppliers and subcontractors) harmless against all such liability. Buyer shall be responsible for using or disposing of all Goods, including the empty packaging in which Goods were contained once delivered to Buyer and where applicable such disposal should be pursuant to Section 9 herein. Buyer shall maintain all risk property and boiler and machinery breakdown insurance covering the full replacement value of Buyer's site, systems and related equipment, together with business interruption coverage, which includes a waiver of subrogation in favor of Seller and its affiliates. Prior to commencement of any work under this Agreement, and not less than annually thereafter during the term of this Agreement, Buyer shall deliver to Seller a certificate(s) of insurance and copy of waiver of subrogation endorsement evidencing that the foregoing insurance is in full force and effect. Seller shall maintain types and amounts of insurance against loss or damage and such other risks as customarily insured against by businesses whose operations are comparable to those of the Seller. Seller shall not be obliged to add Buyer or any other third party as an additional insured under Seller's insurance policies.
- 3. Delivery.** All delivery designations are INCOTERMS 2020. Except for the provisions relating to Consigned Goods as per additional terms and conditions to be provided by Seller, to this Agreement and Section 8 of this Agreement, risk of loss or damage to Goods as well as containers and tanks in which Goods are contained, shall pass to Buyer upon Seller making the Goods available to Buyer for collection at Seller's premises, and title to Goods shall pass to Buyer upon Seller's receipt of Buyer's full payment therefor. Delivery dates indicated by Seller are only approximate. Quotations and proposal drawings provided by Seller show only general style, arrangement and approximate dimensions and weight. If any part of the Goods cannot be delivered when ready due to any cause not attributable to Seller, Buyer shall designate an alternate storage location, and Seller shall ship such Goods to storage. Risk of loss shall thereupon pass to Buyer, and amounts payable to Seller upon delivery or shipment shall be paid by Buyer along with expenses incurred by Seller. Title shall pass to Buyer upon Seller's receipt of Buyer's full payment for such Goods. Services provided herein shall be charged at the rate prevailing at the time of actual use and Buyer shall pay any increase, and Buyer shall pay directly all costs for storage and subsequent transportation. Failure by Buyer to take delivery of the Goods shall be a breach of this Agreement.
- 4. Payment and Prices.** Unless otherwise specified in writing, payment is due net thirty (30) days from the date of Seller's invoice, which shall be issued at the time of shipment. The prices quoted herein do not include taxes or duties. Buyer shall be directly responsible, and reimburse Seller, for the gross amount of any present or future bond, sales, use, excise, value-added, environmental or other similar tax or duty applicable to the price, sale or delivery of any Goods or Services furnished hereunder. Buyer shall provide to Seller, within one month of payment, official receipts from the applicable governmental authority for deducted or withheld taxes. Unless Buyer has furnished Seller with evidence of tax exemption or direct pay permit acceptable to taxing authorities prior to the execution of the Agreement or Seller's acceptance of Buyer's purchase order (as the case may be), Buyer shall pay all taxes as invoiced by Seller and Seller is relieved of any obligation to (i) apply any tax exemption or direct pay permit, and/or (ii) refund to the Buyer any tax paid by the Seller. Seller's invoices will only be issued without domestic VAT where Buyer either makes available to Seller their valid VAT number in the case of an intercommunity supply or provides a valid certificate or acceptable statement for VAT or duty exemption. If Buyer is to arrange the export or intercommunity shipment, upon request by Seller, Buyer agrees to provide free of charge to Seller, evidence of exportation or intercommunity shipment that makes reference to Seller's invoice number and this documentation is acceptable to the relevant tax or custom authorities. In the event that there is either a failure to meet any of the above conditions or the information or documentation provided is deemed to be defective in any way by the tax or custom authorities then the Seller will have the right to separately invoice Buyer for any taxes, VAT or duties payable together with any interest or penalties that Seller incurs as a result and Buyer shall pay this invoice in accordance with the payment terms of this Agreement. For multi-year agreements, pricing stated shall remain firm for twelve (12) months, after which Seller shall be entitled to adjust pricing upward on an annual basis according to the designated formula used by Seller in Buyer's country and which shall be notified to Buyer. Buyer will provide to Seller a new purchase order at least thirty (30) days before expiration of any purchase order issued under this Agreement. If purchase orders are not renewed or new purchase orders issued by Buyer within this time scale, Seller, without any liability and without being subject to any penalties that may be applicable as negotiated with Buyer, may either: (a) decline to make deliveries of Goods or provide Services; or (b) if requested in writing by Buyer, continue to deliver Goods and Services subject to new prices that may be applicable and the Terms and Conditions of Seller (or any deviation agreed to in writing by the Parties) and invoice Buyer for these under the expired purchase order at prices in effect as of that date. However, where the Agreement contains a designated price adjustment formula the Goods and Services so delivered as per this Section 4 will be invoiced at the new rate defined by said price adjustment formula. Buyer agrees to be bound to pay such invoices in accordance with the payment terms of the Agreement. Unless otherwise specified, all prices are INCOTERMS 2020 FCA Seller's premises as of where Goods will be shipped to Buyer. Buyer agrees to reimburse Seller for collection costs, including two percent (2%) interest per month, not to exceed the maximum amount permitted by applicable law, should Buyer fail to timely pay. Buyer shall have no rights to any setoffs of any nature relating to any payments due under the Agreement. Notwithstanding the terms set forth herein or of any agreement or acceptance of Seller's quotation, Seller reserves the right at any time and from time to time by notice in writing to the Buyer to (a) increase Prices (or impose temporary price adjustments) based on increases in the cost of base components for the Goods or Services provided, where the increase is due to increased global demand, limited supply, temporary product shortages, allocation of supply, or such other similar inflationary pressures; and (b) impose a surcharge equal to any increase in the cost of the Goods or Services as a result of a modification of exchange rates, taxes or other levies imposed by public authorities.
- 5. Payment for Excessive Usage; Lost and Damaged Goods.** If payment for Goods is based on some factor other than the actual amount of Goods delivered (e.g., payment is for a fixed amount, or based on usage or production), then Buyer agrees to pay for all Goods (a) consumed as a result of Buyer's failure to comply with Obligations as set forth in Section 2; or (b) lost or damaged after delivery to Buyer. Buyer shall provide Seller all information necessary to calculate amounts due and enable Seller to audit those records.
- 6. Consigned Goods.** If Goods are being made available to Seller under a consignment arrangement, additional terms and conditions shall be applicable and shall be provided by Seller.
- 7. Limited Warranties.** Seller warrants that the Goods shall conform to Seller's specifications and shall be free from defects in material and workmanship when at all times operated in accordance with Seller's written instructions; and that the Services will be performed with the degree of skill which can reasonably be expected from a seller engaged in a comparable business and providing comparable services under comparable circumstances. Under no circumstances do Services include the operation, inspection or maintenance of Buyer's systems or acting as a licensed operator as defined by local regulatory authorities. Unless otherwise provided in any Warranty Schedule that may be attached hereto, the foregoing warranties are valid: (a) for Chemicals, the earlier of, the shelf-life of the product, or six (6) months from their date of delivery or the provision of Services; (b) for Consumables, including Filters and Membranes, twelve (12) months from their date of delivery, (c) for Goods other than Chemicals and Consumables, the earlier of, fifteen (15) months from receipt, or twelve (12) months from start-up/first use; (d) for Software, nine (9) months from the date of receipt. Unless expressly agreed in a "Performance Warranty Document" signed between the parties on a separate basis, there is no performance warranty on Goods and Services or warranty on process results. For Goods not manufactured by Seller, the warranty shall be the manufacturer's transferable warranty only. Any claim for breach of these warranties must be promptly notified in writing or the claim will be void. Seller's sole responsibility and Buyer's exclusive remedy arising out of or relating to the Goods or Services or any breach of these warranties is limited to, at Seller's option: (a) replacement of non-conforming Goods or refund of purchase price of the non-conforming Goods; and (b) re-performance of the Services at issue, or a refund of the amount paid for the Services at issue. No allowance will be made for repairs or alterations made by Buyer without Seller's written consent or approval. Goods may not be returned to Seller without Seller's written permission. Seller will provide Buyer with a "Return Material Order" number to use for returned goods. Buyer, as the original purchaser, is not entitled to extend or transfer this warranty to any other party. The foregoing warranties are in lieu of and exclude all other warranties, statutory, express or implied, including any warranty of merchantability or of fitness for a particular purpose.
- 8. Use of Equipment, Tanks, and Containers.** Semi-bulk containers (SBCs) owned by Seller shall be used only for the storage of Goods approved by Seller and Buyer shall return to Seller all SBCs owned by the Seller in an "empty" condition, as defined by appropriate transport or environmental regulations. Title to, and risk of loss or damage of, all equipment, product containers (e.g., pails, drums, recyclable intermediate bulk containers "IBC"), and tanks supplied to Buyer shall pass to Buyer as provided for in Section 3 of this Agreement, except that returnable SBCs shall remain property of Seller, unless otherwise stated in Seller's documentation.
- 9. Compliance with Laws; Permits.** Buyer is responsible for compliance with all laws and regulations applicable to the operation of its systems and to the storage, use, handling, installation, maintenance, removal, registration and labeling of all Goods from and after Buyer's receipt of the Goods, as well as for the proper management and disposal of all wastes and residues associated with the Goods (including but not limited to containers, excess or off-spec product, testing wastes (e.g., spent or expired lab reagents and test kits) and signing manifests for waste transport and disposal." Buyer agrees to ensure that all Goods and Services provided to Buyer for export are exported only in compliance with applicable export control laws and regulations. Permits and licenses which are required to operate apparatus or equipment or to use the Goods, shall be procured by Buyer at Buyer's sole expense. Buyer shall be responsible for and procure all permits, licenses, exemptions, authorizations and approvals necessary to the operation of its systems, including but not limited to permits related to liquid and solid waste handling and discharge, air and water emissions, sound, safety, etc. Seller shall not be liable if any such permit, license, exemption, authorization or approval is delayed, denied, revoked, restricted, violated or not renewed and Buyer shall not be relieved thereby of its obligations to pay Seller in accordance with this Agreement. Seller's obligations are conditioned upon Buyer's compliance with all applicable trade control laws and regulations. Buyer shall not trans-ship, re-export, divert or direct Goods (including related equipment, software and technical data) other than in and to the ultimate country of destination declared by Buyer and specified as the country of ultimate destination on Seller's invoice. The obligations of the parties to comply with all applicable trade control laws and regulations shall survive any termination or discharge of any other contract obligations.
- 10. International Trade Compliance.** Seller is responsible for and committed to compliance with all applicable export control and sanctions laws, regulations and orders. The sale, resale or other disposition of Goods, technical data or software ("Items") are subject to all applicable export control and sanctions laws, regulations and orders, including those of the United States ("U.S."), the European Union ("EU"), United Kingdom, and United Nations. Buyer agrees to comply with all applicable laws, regulations and orders. Buyer, its Affiliates (defined below) or any of its officers, directors, managers, agents or employees are not an embargoed Person (defined below) or otherwise subject to any Sanctions (defined below). Buyer shall not directly or indirectly sell, distribute, disclose, release, export, re-export, deliver or otherwise transfer any Items provided under this Agreement to (i) any country designated as a "State Sponsor of Terrorism" by the U.S. Department of State; (ii) any individual or entity ("Person") located in, owned or controlled by, organized under the laws of, or acting on behalf of a Person located in, a State Sponsor of Terrorism country; (iii) any Person located in, owned or controlled by, organized under the laws of, or acting on behalf of a Person located in, owned or controlled by, or organized under the laws of, a country or territory which is itself the target of any country- or territory-wide sanctions laws, including Russia, Belarus, the region of Crimea and Sevastopol, Donetsk People's Republic ("DPR" or "DNR"), Luhansk People's Republic ("LPR" or "LNR"), Kherson, Zaporizhzhia

regions of Ukraine, Cuba, Iran, and North Korea; (iv) any Person listed on, owned or controlled by, or acting on behalf of a Person listed on the list of "Specifically Designated Nationals and Blocked Persons" ("SDN List") maintained by OFAC, or any similar list maintained by, or public announcement of sanctions designation, or Person listed on the "Entity List" or "Denied Persons List" maintained by the U.S. Department of Commerce, Bureau of Industry and Security ("BIS"), or any other applicable prohibited party list; (v) any Person, country, regime, entity(ies) otherwise a target of economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by: (a) the U.S. government, including but not limited to OFAC or the U.S. Department of State, (b) the EU and its member States, (c) His Majesty's Treasury of the United Kingdom, and (d) the United Nations Security Council, collectively "Sanctions." To the best of Buyer's knowledge, the monies used to fund Buyer's purchase of the Items were not funded by or otherwise derived from an embargoed Person or Person listed on the SDN List or other similar lists maintained by OFAC or any other governmental entity pursuant to Sanctions. These requirements will apply regardless of any conflict under local law. For purposes of this Section, "Affiliate" means any Person or entity that controls, is controlled by or is under common control with another Person or entity. "Control(led by)" has the same meaning as used in Council Regulation (EU) 2020/1998. In addition: (i) Buyer shall not use the Items or other information or assistance furnished by Seller, or its Affiliates, in the design, development, production, stockpiling or use of long-range missiles, or chemical, biological or nuclear weapons; (ii) Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any Items supplied under or in connection with this Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014. This provision shall also extend to Belarus; (iii) Buyer agrees to manage and have oversight of their freight forwarders and/or U.S. Customs and Border Protection clearance brokers to ensure compliance with applicable export control regulations and laws; (iv) Buyer shall undertake best efforts to ensure that the purpose of this paragraph is not frustrated by any third parties further down the commercial chain, including by potential resellers, and shall immediately inform Seller about any concerns in applying this paragraph. Buyer shall make available to Seller any information concerning compliance with the obligations under this paragraph within one week of any request for such information; (v) Buyer is responsible for compliance with all laws and regulations applicable to the operations of systems and to the storage, use, handling, installation, maintenance, removal, registration, and labelling of all Items at all times after Buyer receives the Items; (vi) The party that is the exporter of record shall be responsible for and procure all permits, licenses, exemptions, authorizations and approvals necessary for the operation of systems, including but not limited to authorizations related to export controls (such as export or re-export licenses); (vii) Buyer shall not permit any third parties to, directly or indirectly, export, re-export, or release any Items to any jurisdiction, country, or party, or for any use which is prohibited by applicable law, regulation or order without first obtaining any required export authorization(s). The party that is the exporter of record will maintain shipping documentation that included references to applicable Export Control Classification Numbers ("ECCNs"), export license numbers, specific regulatory exceptions, and/or No License Required ("NLR") designations and any other appropriate information; (viii) Seller shall not be liable if any required permit, license, exemption, authorization or approval is delayed, denied, restricted, violated or not renewed, and such delay, denial, restriction, revocation, violation or non-renewal shall not constitute a breach of this Agreement, and thereby, Buyer shall not be relieved of its obligations to pay Seller in accordance with this Agreement; (ix) Buyer shall (a) comply with all U.S. Antiboycott Laws (defined below) and regulations, including, but not limited to the Export Control Reform Act of 2018 ("ECRA"), and the anti-boycott provisions set forth in Part 760 of the Export Administration Regulations, 15 CFR parts 730-744, the Anti-Boycott Act of 2018, and the Internal Revenue Code (collectively, "Antiboycott Laws"); and (b) shall not take any action that violates the Antiboycott Laws. The obligations contained in this Section shall be deemed material to this Agreement for purposes of this Agreement. Seller reserves the right to cancel the order(s) or terminate the respective agreement(s) pursuant and subject to Section 18 (Termination and Suspension) for default and seek any and all remedies available at law or in equity in the event of Buyer's non-compliance with this Section, if there is reason to believe that the transaction(s) related to the respective agreement would violate, or have violated, Sanctions, or if trade laws implemented after the date of the respective agreement would prohibit or significantly limit execution of this Agreement. Buyer will indemnify, defend, and hold harmless, Seller as to any violations that Buyer may cause under Sanctions, including, but not limited to, the payment of civil and criminal penalties, all costs and expenses, and reasonable attorneys' fees.

11. Excusable Delays. Seller shall not be liable nor in breach or default of its obligations under this Agreement to the extent performance of such obligations is delayed or prevented, directly or indirectly, due to causes beyond the reasonable control of Seller, including, but not limited to: acts of God, natural disasters, unusually severe weather, fire, terrorism, war (declared or undeclared) epidemics, material shortages, insurrection, act (or omissions) of Buyer or Buyer's contractors/suppliers or agents, any act (or omission) by any governmental authority, strikes, labour disputes, transportation shortages, or vendor non-performance. The delivery or performance date shall be extended for a period equal to the time lost by reason of delay or non-performance, plus such additional time as may be necessary to overcome the effect of the delay or non-performance. If delivery or performance is delayed for a period exceeding one hundred eighty (180) days, either Party may terminate this Agreement without further liability provided that Seller shall be paid an amount equal to that which would be payable to Seller under the Section entitled "Termination and Suspension". If Seller is delayed by any acts (or omissions) of Buyer, or by the prerequisite work of Buyer's other contractors or suppliers, Seller shall be entitled to an equitable adjustment in schedule, price and/or performance, as applicable.

12. Confidentiality and Intellectual Property. Both parties agree to keep confidential the other party's proprietary non-public information, if any, which may be acquired in connection with this Agreement. Buyer will not, without Seller's advance written consent, subject Goods to testing, analysis, or any type of reverse engineering or provide the Goods to any third party which may subject the Goods to testing, analysis, or any type of reverse engineering. Seller retains all intellectual property rights including copyright which it has in all drawings and data or other deliverables supplied or developed under this Agreement, subject to Buyer's right to use such drawings and data for its own use without additional cost. Buyer acknowledges that Seller is in the business of selling the Goods subject to this Agreement and agrees that it will not file patent applications on the Goods, or processes and methods of using the Goods, without Seller's express written permission. Buyer further agrees that in any event any such patents will not be asserted against Seller or its customers based upon purchase and use of such Goods. Any software Seller owns and provides pursuant to this Agreement shall remain Seller's property. Seller provides to Buyer a limited, non-exclusive and terminable license to use the object code of such software for the term of this Agreement. Buyer agrees not to export, copy (except that Buyer may make one copy for backup purposes), sub-license, translate, transfer, reverse engineer, or decode the software. Single user versions of software may be used on one CPU. LAN/WAN versions may be used on a single server with only the number of concurrent users as agreed to by the parties. Unless otherwise expressly agreed by Seller, this license shall terminate and the software shall be returned to Seller upon termination of this Agreement, or the material breach of the terms in this Section. Seller shall indemnify and hold harmless Buyer from any rightful claim of any third party that any Good or Service infringes a patent in effect in the jurisdiction where such Good or Service was provided by Seller to Buyer. The Buyer shall notify the Seller promptly of the receipt of any such claim, shall not take any position adverse to the Seller regarding such claim and give the Seller information, assistance and exclusive authority to settle and defend the claim. The Seller shall, at its own expense and choice, either (i) settle or defend the claim and pay all damages and costs awarded in it against the Buyer, or (ii) procure for the Buyer the right to continue using the Good or Service, or (iii) modify or replace the Good or Service so that it becomes non-infringing, or (iv) remove the infringing Good or cease performance of the Service, and refund the price. The foregoing list of sub-sections (i), (ii), (iii), and (iv) and related terms state the entire liability of the Seller for intellectual property infringement of any Good or Service. Buyer shall be fully liable for any infringement of intellectual property rights, including patent rights, of third parties arising out of the products or services supplied hereunder where the construction or other characteristics of such products or services such as design, or specifications, or requirements, or modification of the Goods or Services, are prescribed to the Seller, or completed independently, by the Buyer or agent(s). Buyer shall fully defend and indemnify the Seller in case of such claim(s). Buyer shall indemnify Seller and hold Seller harmless for any patent infringement by a Good or Service in the event that the Buyer modifies the Good or Service provided by Seller, or that the Buyer uses the Good or Service in combination with other goods, services, and/or other features which were not explicitly authorized by Seller.

13. Limitation on Liability. Except where expressly communicated to Seller, Seller shall have no liability for incompatibility of Goods with Buyer's actual space or design limitations. To the extent permitted by law, the total liability of the Seller for all claims arising out of or relating to the performance or breach of this Agreement or use of any Goods or Services shall not exceed the total price paid by Buyer under this Agreement or for multi-annual agreements, the annual price paid by Buyer under this Agreement. Seller shall not be liable for any advice, instruction, assistance or any services that are not required under this Agreement or for which Seller does not charge Buyer. In no event will either party be liable to the other for lost profits or revenues, cost of capital or replacement water or power, downtime costs or increased operating costs, lost or decreased production, claims of Buyer's customers for such damages or any similar or comparable damages, or for any incidental, special, consequential or indirect damages of any type or kind, irrespective of whether arising from actual or alleged breach of warranty, indemnification, product liability or strict liability, or any other legal theory. If Buyer is supplying, or otherwise making available, Seller's Goods or Services to a third party, Buyer agrees to protect, defend, indemnify and hold Seller, its corporate subsidiaries and affiliates, and their respective officers, directors, employees and agents, free and harmless from and against any and all losses, expenses, liabilities, claims, demands, causes of action, suits or other litigation, arising out of or related to Seller's Goods or Services provided by the Buyer to a third party, including but not limited to products or services that may be related to Seller's Goods or Services. Seller's liability shall end upon expiration of the applicable warranty period, provided that Buyer may continue to enforce a claim for which it has given notice prior to that date by commencing an action or arbitration, as applicable under this Agreement, before expiration of any statute of limitations or other legal time limitation but in no event later than five (5) months after expiration of such warranty period. For purposes of this Section "Seller" shall include Seller, its affiliates, subcontractors and suppliers of any tier, and their respective agents and employees, individually or collectively.

14. General Indemnity. Seller shall indemnify and hold harmless Buyer from claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligence of Seller or its officers, agents, employees, and/or assigns while engaged in activities under this Agreement. Buyer shall likewise indemnify and hold harmless Seller from claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligence of Buyer, its officers, agents, employees, and/or assigns. In the event such damage or injury is caused by the joint or concurrent negligence of Seller and Buyer, the loss shall be borne by each Party in proportion to its negligence. For the purpose of this Section: (i) "Third Party" shall not include Buyer or any subsequent owner of the Goods or Services, their subsidiaries, parents, affiliates, agents, successors or assigns including any operation or maintenance contractor, or their insurer; and (ii) no portion of the Goods is "third party property". #Buyer expressly acknowledges that the limited or excluded warranties or liabilities stipulated herein and waivers of actions against Seller deriving from the same, are also stipulated in favor of Seller's insurers.

15. Conflicts; No Third Party Beneficiary Rights. If there is any conflict between this Agreement and any written proposal or quotation provided by Seller, then the terms and conditions set forth in the proposal or quotation shall prevail. If any term or condition of this Agreement or any accompanying terms and conditions are held invalid or illegal, then such terms and conditions shall be reformed to be made legal or valid, or deleted, but the remaining terms and conditions shall remain in full force and effect, and the Agreement shall be interpreted and implemented in a manner which best fulfills our intended agreement. Except as specifically set forth above in Sections 2 entitled "Buyer Obligations", 11 entitled "Confidentiality and Intellectual Property" and 12 entitled "Limitation on Liability", this Agreement and all of the provisions hereof shall be binding upon and inure only to the benefit of the parties hereto and their respective successors and permitted assigns, and no other party, including any employee or creditor of any party hereto or any affiliate thereof, shall have any rights or obligations hereunder.

16. Assignment and Subcontracting. To the extent permitted by applicable law, Seller may assign or novate its rights and obligations under this Agreement, in whole or in part, to any of its affiliates and/or may assign any of its accounts receivable under this Agreement to any party without Buyer's consent. Buyer agrees to execute any documents that may be necessary to complete Seller's assignment or novation. This Agreement shall not otherwise be assigned by either Party without the other Party's prior written consent, and any assignment without said consent shall be void. Nothing herein shall prevent the Seller from placing or permitting the placing of subcontracts or orders on others for the supply of materials, manpower or services within the Seller's scope of supply provided that the placing of such subcontracts or orders shall not in any way relieve the Seller from any of its obligations under this Agreement, and provided that Seller will procure that its subcontractors (to the extent engaged for Seller's scope hereunder) comply with all known and reasonable instructions related to accessing Buyer's facility.

17. Emergencies. If the safety of Seller's personnel is threatened or likely to be threatened by circumstances outside the reasonable control of Seller, including but not limited to war, armed conflict, civil unrest, riots, terrorism, kidnapping, presence of or exposure to hazardous materials, unsafe working conditions, or by the threat of such circumstances or a lack of adequate protections against such circumstances, Seller shall, with no liability as per the terms of the Agreement, be entitled to take all necessary steps to ensure the security and safety of its personnel including the evacuation of personnel until such circumstances no longer apply and suspension of its obligations under the Agreement until said circumstances, at Seller's sole opinion, have ceased. Any such occurrence shall be considered an excusable delay event. Buyer shall reasonably assist in the event of any such evacuation.


18. Termination and Suspension. This Agreement and any performance pursuant to it may be terminated or suspended by either party if the other party (a) is the subject of bankruptcy or insolvency proceedings; or (b) defaults in its material obligations under this Agreement, and such default is not cured within thirty (30) days; (b) If Seller shall have any doubt at any time as to Buyer's ability to pay, Seller, without any liability and without being subject to any penalties that may be applicable as negotiated with Buyer, may decline to make deliveries of Goods or provide Services except on receipt of satisfactory security. Upon the termination of this Agreement: (a) Buyer agrees to pay for all Goods in Buyer's possession or for which title has passed to Buyer, at current prices or at such other prices as have been agreed to in writing; and (b) all amounts owing, if any, for the equipment or tanks relating to those Goods shall immediately become due and shall be paid within thirty (30) days of receipt of an invoice. In the event of cancellation of an order by Buyer, a cancellation charge will be made against the Buyer, in proportion to the work completed by Seller, or obligated against the order, plus any cancellation charges assessed against Seller by Seller's suppliers. In addition, unless Buyer has been invoiced by Seller specifically for all Goods delivered (including any leveled billing agreements that have already reconciled based on shipments), Seller will invoice Buyer and Buyer shall pay Seller for all Goods on Buyer's site at the time of termination, including any fixed fees, consignment and production based agreements.

19. Governing Law and Dispute Resolution. This Agreement shall be governed by the substantive laws of the United States of America. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. In the event of a dispute concerning this Agreement, the complaining party shall notify the other party in writing thereof. Management level representatives of both parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within thirty (30) days after such notice, the complaining party shall seek remedies exclusively through the courts located in New York, NY US.

20. U.S Government Contracts. This Section 20 applies only if the Agreement is for the direct or indirect sale to any agency of the U.S. Government and/or is funded in whole or in part by any agency of the U.S. Government. Buyer agrees that all Goods and Services provided by Seller meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial item" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101. To the extent the Buy American Act, Trade Agreements Act, or other domestic preference requirements are applicable to this Agreement, the country of origin of Goods is unknown unless otherwise specifically stated by Seller in this Agreement. Buyer agrees that any Services offered by Seller are exempt from the Service Contract Act of 1965 (FAR 52.222-41). Buyer represents and agrees that this Agreement is not funded in whole or in part by American Recovery Reinvestment Act funds unless otherwise specifically stated in the Agreement. The version of any applicable FAR clause listed in this Section 20 shall be the one in effect on the effective date of this Agreement. If Buyer is an agency of the U.S. Government, then as permitted by FAR 12.302, Buyer agrees that all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms and Conditions. Buyer further agrees the subparagraphs of FAR 52.212-5 apply only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the prices under this Agreement. If Buyer is procuring the Goods or Services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S Government, then Buyer agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the prices under this Agreement.

21. Public Funding and Prevailing Wages. Buyer warrants that, as of the effective date of this Agreement, Buyer has disclosed to Seller if any work performed in the scope of this Agreement is subject to federal, state, or local laws, regulations, and ordinances related to public funding, prevailing wages or fringe benefits, including but not limited to the Davis-Bacon Act (40 U.S.C. §§ 3141 to 3148), the Copeland "Anti-Kickback" Act (18 U.S.C. § 874), the Contract Work Hours and Safety Standards Act (40 U.S.C. § 3701 et seq.), and/or any other applicable federal, state, or local laws (collectively, the "Prevailing Wage Laws"). Buyer further warrants that, as of the effective date of this Agreement, Buyer has disclosed to Seller if this Agreement is funded in whole or in part by any agency of the U.S. Government or by any state or political subdivision thereof, including, but not limited to, any state agency, city, district, or public fund. For purposes of this Section, funding includes, but is not limited to, any waiver or reduction of rents, fees, or other costs that would otherwise be borne by Buyer associated with effecting this Agreement. If Buyer has failed to notify Seller of any such Prevailing Wage Laws as of the effective date of this Agreement, Buyer agrees to indemnify, defend, and hold harmless Seller from and against any and all claims, liabilities, damages, or penalties arising out of applicable Prevailing Wage Laws. The obligations contained in this Section shall be deemed material to this Agreement for purposes of this Agreement. Seller shall have the right to terminate this Agreement pursuant and subject to Section 18 (Termination and Suspension) for default and seek any and all remedies available at law or equity in the event of Buyer's non-compliance with this Section.

22. Miscellaneous. No modification, amendment, revision, waiver, or other change shall be binding on either Party unless agreed in writing by the Party's authorized representative. Any oral or written representation, warranty, course of dealing, or trade usage not specified herein shall not be binding on either Party. Each Party agrees that it has not relied on, or been induced by, any representations of the other Party not contained in this Agreement.

		Veolia Water Technologies Treatment Solutions USA Inc. 600 WILLOW TREE RD LEONIA NJ 07605 UNITED STATES PHONE: 1-201-676-2525			<h1>Quotation</h1>		
Quote Date		Quotation Exp. Date			Veolia TS Quote		
01APR2026		30SEP2027			20710612		
Sales org.		Sales Representative / Contact			Reference		
B611		Darriel Brown Jr, CPSM			Ponte Vedra UV Parts FY 2026-2027		
Sold to : 1000151396 JEA WATER & SEWER PO BOX 4910 JACKSONVILLE FL 32201-4910 UNITED STATES				Ship to : 4000216280 JEA WATER & SEWER/PONTE VEDRA WWTF 200 STATE ROAD PONTE VEDRA BEACH FL 32082 UNITED STATES			
Bill to : 0000510704 JEA WATER & SEWER PO BOX 4910 JACKSONVILLE FL 32201-4910 UNITED STATES				Payment terms			
				Net 30 Days From Invoice Date			
				Inco terms			
				FCA PLANT			
Currency: U.S. Dollar				Freight: Freight PrePaid and Add			
SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount	
10	59621G05 LAMP 58" ARC 18" PIGTAIL MC UV 30 EA	30	EA	35.00	EA	1,050.00	
20	X0015H13 JACKET, QUARTZ, 67" TT NB, UV 40HO G1 G2 24 EA	24	EA	26.78	EA	642.72	
30	X0027H03 SEAL, JACKET, DOUBLE LIP, FLANGE, UV 1 EA	1	EA	11.99	EA	11.99	
40	X0031G02 FILLER, SPONGE, SILICON 1 EA	1	EA	0.58	EA	0.58	
50	3212600 CLIP, SPACER, SS, AQ.S, 40HO, 40HO-S 1 EA	1	EA	1.10	EA	1.10	
60	61795G02 BALLAST, ASSY, 120V 20 EA	20	EA	238.00	EA	4,760.00	
70	59854G01						

Thank you for your Consideration. To place an order, please email signed Purchase Orders to the Customer Care:


csc.treatmentsolutions@veolia.com.

To ensure that you receive the pricing quoted, please reference this quotation number on your order.

All sales are subject to our terms and conditions, contained with this quotation.

Freight for Bulk Delivery and specialized freight charges, where applicable, are not included unless specifically indicated in the materials listing above.

Pricing above does not include applicable taxes, which will be applied at time of order.

		Veolia Water Technologies Treatment Solutions USA Inc. 600 WILLOW TREE RD LEONIA NJ 07605 UNITED STATES PHONE: 1-201-676-2525			<h2 style="margin: 0;">Quotation</h2>		
Quote Date		Quotation Exp. Date			Veolia TS Quote		
01APR2026		30SEP2027			20710612		
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				Net 30 Days From Invoice Date			
				Inco terms			
				FCA PLANT			
Currency: U.S. Dollar				Freight: Freight PrePaid and Add			
SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount	
	LAMP CONTROL ASSY LCA UV, MULTI CYCLE						
	1 EA	1	EA	1,131.63	EA	1,131.63	
80	61834G01 DCA Assembly UV-B						
	1 EA	1	EA	543.99	EA	543.99	
90	59810G01 DCA Circuit Board UV-B						
	1 EA	1	EA	331.80	EA	331.80	
100	61807G01 WIRING HARNESS, POWER DISTRIBUTION,						
	1 EA	1	EA	134.18	EA	134.18	
110	61804G01 WIRING HARNESS, PHOTOCELL DATA						
	1 EA	1	EA	83.33	EA	83.33	
120	59826G99 CABLES, DATA, DCA TO LCA, SET OF 5						
	1 EA	1	EA	86.82	EA	86.82	
130	59987H01 SWITCH, DOOR INTERLOCK UV, 16A 2P						

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		Veolia Water Technologies Treatment Solutions USA Inc. 600 WILLOW TREE RD LEONIA NJ 07605 UNITED STATES PHONE: 1-201-676-2525			<h1>Quotation</h1>		
		Quote Date 01APR2026		Quotation Exp. Date 30SEP2027		Veolia TS Quote 20710612	
Sales org. B611		Sales Representative / Contact Darriel Brown Jr, CPSM			Reference Ponte Vedra UV Parts FY 2026-2027		
Sold to : 1000151396 JEA WATER & SEWER PO BOX 4910 JACKSONVILLE FL 32201-4910 UNITED STATES				Ship to : 4000216280 JEA WATER & SEWER/PONTE VEDRA WWTF 200 STATE ROAD PONTE VEDRA BEACH FL 32082 UNITED STATES			
Bill to : 0000510704 JEA WATER & SEWER PO BOX 4910 JACKSONVILLE FL 32201-4910 UNITED STATES				Payment terms Net 30 Days From Invoice Date			
				Inco terms FCA PLANT			
				Currency: U.S. Dollar			
				Freight: Freight PrePaid and Add			
SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount	
140	1 EA 59766H04 FAN, 125V, UV B-SYSTEM	1	EA	58.73	EA	58.73	
150	1 EA 61809G02 DATA CABLE ASSY "B" & HO SYSTEMS 70FT	1	EA	242.00	EA	242.00	
	1 EA	1	EA	97.54	EA	97.54	
Freight will be prepaid and added to the invoice.							
NET PRICE						USD 9,176.41	
TOTAL AMOUNT						9,176.41	

Thank you for your Consideration. To place an order, please email signed Purchase Orders to the Customer Care:

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Pricing above does not include applicable taxes, which will be applied at time of order.

Terms and Conditions of Sale

- 1. Exclusive Terms and Conditions.** Together with any other terms that any legal entity that is part of the Veolia Water Technologies & Solutions business ("Seller") and the legal entity purchasing the Goods and Services ("Buyer") agree to in writing, and with the last proposal in order of time issued by the Seller, these Terms and Conditions of Sale form the exclusive terms ("Agreement") whereby Buyer agrees to purchase, and Seller agrees to sell products and equipment ("Goods") and provide advice, instruction and other services in connection with the sale of those Goods ("Services"). Buyer agrees that this Agreement will control the relationship by accepting Goods and Services from Seller, even if Buyer sends to Seller other terms and conditions to which Seller may not respond.
- 2. Buyer Obligations.** Seller will not control the actual operation of either Buyer's systems or Goods at the site, and unless otherwise specifically agreed in writing, dosification and/or installation of Goods shall be the responsibility of Buyer. Goods and Services provided hereunder are based upon the information Buyer makes available to Seller, and Seller reserves the right to utilize the most compact and feasible design compatible with sound engineering practices, and to make changes in details of design, construction and arrangement of Goods unless precluded by limitations (including, but not limited to actual space and feedwater/substance quality specifications) specified by Buyer in writing at the time an order is placed. If no such limitations are specified, Seller shall not be held responsible for incompatibility of the Goods and Services due to changes in feedwater/substance quality specifications or site conditions nor for incompatibility with actual space or design limitations, which were not initially disclosed by Buyer and become apparent at a later date. For Services to be accurate and Goods to work as intended, Buyer must fulfill the following obligations ("Obligations"): (a) provide Seller complete and accurate information and data relevant to the scope of work to be provided, such as information related to Buyer's site conditions, systems, related equipment and processes, feedwater or other substances to be treated or measured with the Goods, including any hidden, unapparent, or changing conditions that may affect the effectiveness of the Goods; (b) operate all related systems and the Goods within the agreed to control parameters or, if none, within industry customary operating conditions; (c) maintain all related systems and Goods in good operating condition and repair; and (d) maintain and handle Goods in a proper and safe manner. If Buyer fails to fulfill the foregoing Obligations, Seller shall be relieved of any obligations with respect to warranties or any other commitments made to Buyer in writing, and Seller shall have no liability for any loss, damage or injury which Buyer may sustain or for which Buyer may be liable. Buyer is solely responsible for the operation of Buyer's systems, including ensuring that the systems are operated and maintained properly and comply with all laws, rules, regulations, license conditions and orders. Seller will not operate, inspect or maintain Buyer's systems or act as a licensed operator as defined by local regulatory authorities. Goods and Services sold by Seller are not intended for use in connection with any nuclear facility or activity. Buyer shall not sell or permit the use of the Goods in connection with any nuclear installation or activity without the prior written consent of the Seller. If, in breach of this, any such use occurs, Seller (and its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, and, in addition to any other rights of Seller, Buyer shall indemnify and hold Seller (and its parent, affiliates, suppliers and subcontractors) harmless against all such liability. Buyer shall be responsible for using or disposing of all Goods, including the empty packaging in which Goods were contained once delivered to Buyer and where applicable such disposal should be pursuant to Section 9 herein. Buyer shall maintain all risk property and boiler and machinery breakdown insurance covering the full replacement value of Buyer's site, systems and related equipment, together with business interruption coverage, which includes a waiver of subrogation in favor of Seller and its affiliates. Prior to commencement of any work under this Agreement, and not less than annually thereafter during the term of this Agreement, Buyer shall deliver to Seller a certificate(s) of insurance and copy of waiver of subrogation endorsement evidencing that the foregoing insurance is in full force and effect. Seller shall maintain types and amounts of insurance against loss or damage and such other risks as customarily insured against by businesses whose operations are comparable to those of the Seller. Seller shall not be obliged to add Buyer or any other third party as an additional insured under Seller's insurance policies.
- 3. Delivery.** All delivery designations are INCOTERMS 2020. Except for the provisions relating to Consigned Goods as per additional terms and conditions to be provided by Seller, to this Agreement and Section 8 of this Agreement, risk of loss or damage to Goods as well as containers and tanks in which Goods are contained, shall pass to Buyer upon Seller making the Goods available to Buyer for collection at Seller's premises, and title to Goods shall pass to Buyer upon Seller's receipt of Buyer's full payment therefor. Delivery dates indicated by Seller are only approximate. Quotations and proposal drawings provided by Seller show only general style, arrangement and approximate dimensions and weight. If any part of the Goods cannot be delivered when ready due to any cause not attributable to Seller, Buyer shall designate an alternate storage location, and Seller shall ship such Goods to storage. Risk of loss shall thereupon pass to Buyer, and amounts payable to Seller upon delivery or shipment shall be paid by Buyer along with expenses incurred by Seller. Title shall pass to Buyer upon Seller's receipt of Buyer's full payment for such Goods. Services provided herein shall be charged at the rate prevailing at the time of actual use and Buyer shall pay any increase, and Buyer shall pay directly all costs for storage and subsequent transportation. Failure by Buyer to take delivery of the Goods shall be a breach of this Agreement.
- 4. Payment and Prices.** Unless otherwise specified in writing, payment is due net thirty (30) days from the date of Seller's invoice, which shall be issued at the time of shipment. The prices quoted herein do not include taxes or duties. Buyer shall be directly responsible, and reimburse Seller, for the gross amount of any present or future bond, sales, use, excise, value-added, environmental or other similar tax or duty applicable to the price, sale or delivery of any Goods or Services furnished hereunder. Buyer shall provide to Seller, within one month of payment, official receipts from the applicable governmental authority for deducted or withheld taxes. Unless Buyer has furnished Seller with evidence of tax exemption or direct pay permit acceptable to taxing authorities prior to the execution of the Agreement or Seller's acceptance of Buyer's purchase order (as the case may be), Buyer shall pay all taxes as invoiced by Seller and Seller is relieved of any obligation to (i) apply any tax exemption or direct pay permit, and/or (ii) refund to the Buyer any tax paid by the Seller. Seller's invoices will only be issued without domestic VAT where Buyer either makes available to Seller their valid VAT number in the case of an intercommunity supply or provides a valid certificate or acceptable statement for VAT or duty exemption. If Buyer is to arrange the export or intercommunity shipment, upon request by Seller, Buyer agrees to provide free of charge to Seller, evidence of exportation or intercommunity shipment that makes reference to Seller's invoice number and this documentation is acceptable to the relevant tax or custom authorities. In the event that there is either a failure to meet any of the above conditions or the information or documentation provided is deemed to be defective in any way by the tax or custom authorities then the Seller will have the right to separately invoice Buyer for any taxes, VAT or duties payable together with any interest or penalties that Seller incurs as a result and Buyer shall pay this invoice in accordance with the payment terms of this Agreement. For multi-year agreements, pricing stated shall remain firm for twelve (12) months, after which Seller shall be entitled to adjust pricing upward on an annual basis according to the designated formula used by Seller in Buyer's country and which shall be notified to Buyer. Buyer will provide to Seller a new purchase order at least thirty (30) days before expiration of any purchase order issued under this Agreement. If purchase orders are not renewed or new purchase orders issued by Buyer within this time scale, Seller, without any liability and without being subject to any penalties that may be applicable as negotiated with Buyer, may either: (a) decline to make deliveries of Goods or provide Services; or (b) if requested in writing by Buyer, continue to deliver Goods and Services subject to new prices that may be applicable and the Terms and Conditions of Seller (or any deviation agreed to in writing by the Parties) and invoice Buyer for these under the expired purchase order at prices in effect as of that date. However, where the Agreement contains a designated price adjustment formula the Goods and Services so delivered as per this Section 4 will be invoiced at the new rate defined by said price adjustment formula. Buyer agrees to be bound to pay such invoices in accordance with the payment terms of the Agreement. Unless otherwise specified, all prices are INCOTERMS 2020 FCA Seller's premises as of where Goods will be shipped to Buyer. Buyer agrees to reimburse Seller for collection costs, including two percent (2%) interest per month, not to exceed the maximum amount permitted by applicable law, should Buyer fail to timely pay. Buyer shall have no rights to any setoffs of any nature relating to any payments due under the Agreement. Notwithstanding the terms set forth herein or of any agreement or acceptance of Seller's quotation, Seller reserves the right at any time and from time to time by notice in writing to the Buyer to (a) increase Prices (or impose temporary price adjustments) based on increases in the cost of base components for the Goods or Services provided, where the increase is due to increased global demand, limited supply, temporary product shortages, allocation of supply, or such other similar inflationary pressures; and (b) impose a surcharge equal to any increase in the cost of the Goods or Services as a result of a modification of exchange rates, taxes or other levies imposed by public authorities.
- 5. Payment for Excessive Usage; Lost and Damaged Goods.** If payment for Goods is based on some factor other than the actual amount of Goods delivered (e.g., payment is for a fixed amount, or based on usage or production), then Buyer agrees to pay for all Goods (a) consumed as a result of Buyer's failure to comply with Obligations as set forth in Section 2; or (b) lost or damaged after delivery to Buyer. Buyer shall provide Seller all information necessary to calculate amounts due and enable Seller to audit those records.
- 6. Consigned Goods.** If Goods are being made available to Seller under a consignment arrangement, additional terms and conditions shall be applicable and shall be provided by Seller.
- 7. Limited Warranties.** Seller warrants that the Goods shall conform to Seller's specifications and shall be free from defects in material and workmanship when at all times operated in accordance with Seller's written instructions; and that the Services will be performed with the degree of skill which can reasonably be expected from a seller engaged in a comparable business and providing comparable services under comparable circumstances. Under no circumstances do Services include the operation, inspection or maintenance of Buyer's systems or acting as a licensed operator as defined by local regulatory authorities. Unless otherwise provided in any Warranty Schedule that may be attached hereto, the foregoing warranties are valid: (a) for Chemicals, the earlier of, the shelf-life of the product, or six (6) months from their date of delivery or the provision of Services; (b) for Consumables, including Filters and Membranes, twelve (12) months from their date of delivery, (c) for Goods other than Chemicals and Consumables, the earlier of, fifteen (15) months from receipt, or twelve (12) months from start-up/first use; (d) for Software, nine (9) months from the date of receipt. Unless expressly agreed in a "Performance Warranty Document" signed between the parties on a separate basis, there is no performance warranty on Goods and Services or warranty on process results. For Goods not manufactured by Seller, the warranty shall be the manufacturer's transferable warranty only. Any claim for breach of these warranties must be promptly notified in writing or the claim will be void. Seller's sole responsibility and Buyer's exclusive remedy arising out of or relating to the Goods or Services or any breach of these warranties is limited to, at Seller's option: (a) replacement of non-conforming Goods or refund of purchase price of the non-conforming Goods; and (b) re-performance of the Services at issue, or a refund of the amount paid for the Services at issue. No allowance will be made for repairs or alterations made by Buyer without Seller's written consent or approval. Goods may not be returned to Seller without Seller's written permission. Seller will provide Buyer with a "Return Material Order" number to use for returned goods. Buyer, as the original purchaser, is not entitled to extend or transfer this warranty to any other party. The foregoing warranties are in lieu of and exclude all other warranties, statutory, express or implied, including any warranty of merchantability or of fitness for a particular purpose.
- 8. Use of Equipment, Tanks, and Containers.** Semi-bulk containers (SBCs) owned by Seller shall be used only for the storage of Goods approved by Seller and Buyer shall return to Seller all SBCs owned by the Seller in an "empty" condition, as defined by appropriate transport or environmental regulations. Title to, and risk of loss or damage of, all equipment, product containers (e.g., pails, drums, recyclable intermediate bulk containers "IBC"), and tanks supplied to Buyer shall pass to Buyer as provided for in Section 3 of this Agreement, except that returnable SBCs shall remain property of Seller, unless otherwise stated in Seller's documentation.
- 9. Compliance with Laws; Permits.** Buyer is responsible for compliance with all laws and regulations applicable to the operation of its systems and to the storage, use, handling, installation, maintenance, removal, registration and labeling of all Goods from and after Buyer's receipt of the Goods, as well as for the proper management and disposal of all wastes and residues associated with the Goods (including but not limited to containers, excess or off-spec product, testing wastes (e.g., spent or expired lab reagents and test kits) and signing manifests for waste transport and disposal." Buyer agrees to ensure that all Goods and Services provided to Buyer for export are exported only in compliance with applicable export control laws and regulations. Permits and licenses which are required to operate apparatus or equipment or to use the Goods, shall be procured by Buyer at Buyer's sole expense. Buyer shall be responsible for and procure all permits, licenses, exemptions, authorizations and approvals necessary to the operation of its systems, including but not limited to permits related to liquid and solid waste handling and discharge, air and water emissions, sound, safety, etc. Seller shall not be liable if any such permit, license, exemption, authorization or approval is delayed, denied, revoked, restricted, violated or not renewed and Buyer shall not be relieved thereby of its obligations to pay Seller in accordance with this Agreement. Seller's obligations are conditioned upon Buyer's compliance with all applicable trade control laws and regulations. Buyer shall not trans-ship, re-export, divert or direct Goods (including related equipment, software and technical data) other than in and to the ultimate country of destination declared by Buyer and specified as the country of ultimate destination on Seller's invoice. The obligations of the parties to comply with all applicable trade control laws and regulations shall survive any termination or discharge of any other contract obligations.
- 10. International Trade Compliance.** Seller is responsible for and committed to compliance with all applicable export control and sanctions laws, regulations and orders. The sale, resale or other disposition of Goods, technical data or software ("Items") are subject to all applicable export control and sanctions laws, regulations and orders, including those of the United States ("U.S."), the European Union ("EU"), United Kingdom, and United Nations. Buyer agrees to comply with all applicable laws, regulations and orders. Buyer, its Affiliates (defined below) or any of its officers, directors, managers, agents or employees are not an embargoed Person (defined below) or otherwise subject to any Sanctions (defined below). Buyer shall not directly or indirectly sell, distribute, disclose, release, export, re-export, deliver or otherwise transfer any Items provided under this Agreement to (i) any country designated as a "State Sponsor of Terrorism" by the U.S. Department of State; (ii) any individual or entity ("Person") located in, owned or controlled by, organized under the laws of, or acting on behalf of a Person located in, a State Sponsor of Terrorism country; (iii) any Person located in, owned or controlled by, organized under the laws of, or acting on behalf of a Person located in, owned or controlled by, or organized under the laws of, a country or territory which is itself the target of any country- or territory-wide sanctions laws, including Russia, Belarus, the region of Crimea and Sevastopol, Donetsk People's Republic ("DPR" or "DNR"), Luhansk People's Republic ("LPR" or "LNR"), Kherson, Zaporizhzhia

regions of Ukraine, Cuba, Iran, and North Korea; (iv) any Person listed on, owned or controlled by, or acting on behalf of a Person listed on the list of "Specifically Designated Nationals and Blocked Persons" ("SDN List") maintained by OFAC, or any similar list maintained by, or public announcement of sanctions designation, or Person listed on the "Entity List" or "Denied Persons List" maintained by the U.S. Department of Commerce, Bureau of Industry and Security ("BIS"), or any other applicable prohibited party list; (v) any Person, country, regime, entity(ies) otherwise a target of economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by: (a) the U.S. government, including but not limited to OFAC or the U.S. Department of State, (b) the EU and its member States, (c) His Majesty's Treasury of the United Kingdom, and (d) the United Nations Security Council, collectively "Sanctions." To the best of Buyer's knowledge, the monies used to fund Buyer's purchase of the Items were not funded by or otherwise derived from an embargoed Person or Person listed on the SDN List or other similar lists maintained by OFAC or any other governmental entity pursuant to Sanctions. These requirements will apply regardless of any conflict under local law. For purposes of this Section, "Affiliate" means any Person or entity that controls, is controlled by or is under common control with another Person or entity. "Control(led by)" has the same meaning as used in Council Regulation (EU) 2020/1998. In addition: (i) Buyer shall not use the Items or other information or assistance furnished by Seller, or its Affiliates, in the design, development, production, stockpiling or use of long-range missiles, or chemical, biological or nuclear weapons; (ii) Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any Items supplied under or in connection with this Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014. This provision shall also extend to Belarus; (iii) Buyer agrees to manage and have oversight of their freight forwarders and/or U.S. Customs and Border Protection clearance brokers to ensure compliance with applicable export control regulations and laws; (iv) Buyer shall undertake best efforts to ensure that the purpose of this paragraph is not frustrated by any third parties further down the commercial chain, including by potential resellers, and shall immediately inform Seller about any concerns in applying this paragraph. Buyer shall make available to Seller any information concerning compliance with the obligations under this paragraph within one week of any request for such information; (v) Buyer is responsible for compliance with all laws and regulations applicable to the operations of systems and to the storage, use, handling, installation, maintenance, removal, registration, and labelling of all Items at all times after Buyer receives the Items; (vi) The party that is the exporter of record shall be responsible for and procure all permits, licenses, exemptions, authorizations and approvals necessary for the operation of systems, including but not limited to authorizations related to export controls (such as export or re-export licenses); (vii) Buyer shall not permit any third parties to, directly or indirectly, export, re-export, or release any Items to any jurisdiction, country, or party, or for any use which is prohibited by applicable law, regulation or order without first obtaining any required export authorization(s). The party that is the exporter of record will maintain shipping documentation that included references to applicable Export Control Classification Numbers ("ECCNs"), export license numbers, specific regulatory exceptions, and/or No License Required ("NLR") designations and any other appropriate information; (viii) Seller shall not be liable if any required permit, license, exemption, authorization or approval is delayed, denied, restricted, violated or not renewed, and such delay, denial, restriction, revocation, violation or non-renewal shall not constitute a breach of this Agreement, and thereby, Buyer shall not be relieved of its obligations to pay Seller in accordance with this Agreement; (ix) Buyer shall (a) comply with all U.S. Antiboycott Laws (defined below) and regulations, including, but not limited to the Export Control Reform Act of 2018 ("ECRA"), and the antiboycott provisions set forth in Part 760 of the Export Administration Regulations, 15 CFR parts 730-744, the Anti-Boycott Act of 2018, and the Internal Revenue Code (collectively, "Antiboycott Laws"); and (b) shall not take any action that violates the Antiboycott Laws. The obligations contained in this Section shall be deemed material to this Agreement for purposes of this Agreement. Seller reserves the right to cancel the order(s) or terminate the respective agreement(s) pursuant and subject to Section 18 (Termination and Suspension) for default and seek any and all remedies available at law or in equity in the event of Buyer's non-compliance with this Section, if there is reason to believe that the transaction(s) related to the respective agreement would violate, or have violated, Sanctions, or if trade laws implemented after the date of the respective agreement would prohibit or significantly limit execution of this Agreement. Buyer will indemnify, defend, and hold harmless, Seller as to any violations that Buyer may cause under Sanctions, including, but not limited to, the payment of civil and criminal penalties, all costs and expenses, and reasonable attorneys' fees.

11. Excusable Delays. Seller shall not be liable nor in breach or default of its obligations under this Agreement to the extent performance of such obligations is delayed or prevented, directly or indirectly, due to causes beyond the reasonable control of Seller, including, but not limited to: acts of God, natural disasters, unusually severe weather, fire, terrorism, war (declared or undeclared) epidemics, material shortages, insurrection, act (or omissions) of Buyer or Buyer's contractors/suppliers or agents, any act (or omission) by any governmental authority, strikes, labour disputes, transportation shortages, or vendor non-performance. The delivery or performance date shall be extended for a period equal to the time lost by reason of delay or non-performance, plus such additional time as may be necessary to overcome the effect of the delay or non-performance. If delivery or performance is delayed for a period exceeding one hundred eighty (180) days, either Party may terminate this Agreement without further liability provided that Seller shall be paid an amount equal to that which would be payable to Seller under the Section entitled "Termination and Suspension". If Seller is delayed by any acts (or omissions) of Buyer, or by the prerequisite work of Buyer's other contractors or suppliers, Seller shall be entitled to an equitable adjustment in schedule, price and/or performance, as applicable.

12. Confidentiality and Intellectual Property. Both parties agree to keep confidential the other party's proprietary non-public information, if any, which may be acquired in connection with this Agreement. Buyer will not, without Seller's advance written consent, subject Goods to testing, analysis, or any type of reverse engineering or provide the Goods to any third party which may subject the Goods to testing, analysis, or any type of reverse engineering. Seller retains all intellectual property rights including copyright which it has in all drawings and data or other deliverables supplied or developed under this Agreement, subject to Buyer's right to use such drawings and data for its own use without additional cost. Buyer acknowledges that Seller is in the business of selling the Goods subject to this Agreement and agrees that it will not file patent applications on the Goods, or processes and methods of using the Goods, without Seller's express written permission. Buyer further agrees that in any event any such patents will not be asserted against Seller or its customers based upon purchase and use of such Goods. Any software Seller owns and provides pursuant to this Agreement shall remain Seller's property. Seller provides to Buyer a limited, non-exclusive and terminable license to use the object code of such software for the term of this Agreement. Buyer agrees not to export, copy (except that Buyer may make one copy for backup purposes), sub-license, translate, transfer, reverse engineer, or decode the software. Single user versions of software may be used on one CPU. LAN/WAN versions may be used on a single server with only the number of concurrent users as agreed to by the parties. Unless otherwise expressly agreed by Seller, this license shall terminate and the software shall be returned to Seller upon termination of this Agreement, or the material breach of the terms in this Section. Seller shall indemnify and hold harmless Buyer from any rightful claim of any third party that any Good or Service infringes a patent in effect in the jurisdiction where such Good or Service was provided by Seller to Buyer. The Buyer shall notify the Seller promptly of the receipt of any such claim, shall not take any position adverse to the Seller regarding such claim and give the Seller information, assistance and exclusive authority to settle and defend the claim. The Seller shall, at its own expense and choice, either (i) settle or defend the claim and pay all damages and costs awarded in it against the Buyer, or (ii) procure for the Buyer the right to continue using the Good or Service, or (iii) modify or replace the Good or Service so that it becomes non-infringing, or (iv) remove the infringing Good or cease performance of the Service, and refund the price. The foregoing list of sub-sections (i), (ii), (iii), and (iv) and related terms state the entire liability of the Seller for intellectual property infringement of any Good or Service. Buyer shall be fully liable for any infringement of intellectual property rights, including patent rights, of third parties arising out of the products or services supplied hereunder where the construction or other characteristics of such products or services such as design, or specifications, or requirements, or modification of the Goods or Services, are prescribed to the Seller, or completed independently, by the Buyer or agent(s). Buyer shall fully defend and indemnify the Seller in case of such claim(s). Buyer shall indemnify Seller and hold Seller harmless for any patent infringement by a Good or Service in the event that the Buyer modifies the Good or Service provided by Seller, or that the Buyer uses the Good or Service in combination with other goods, services, and/or other features which were not explicitly authorized by Seller.

13. Limitation on Liability. Except where expressly communicated to Seller, Seller shall have no liability for incompatibility of Goods with Buyer's actual space or design limitations. To the extent permitted by law, the total liability of the Seller for all claims arising out of or relating to the performance or breach of this Agreement or use of any Goods or Services shall not exceed the total price paid by Buyer under this Agreement or for multi-annual agreements, the annual price paid by Buyer under this Agreement. Seller shall not be liable for any advice, instruction, assistance or any services that are not required under this Agreement or for which Seller does not charge Buyer. In no event will either party be liable to the other for lost profits or revenues, cost of capital or replacement water or power, downtime costs or increased operating costs, lost or decreased production, claims of Buyer's customers for such damages or any similar or comparable damages, or for any incidental, special, consequential or indirect damages of any type or kind, irrespective of whether arising from actual or alleged breach of warranty, indemnification, product liability or strict liability, or any other legal theory. If Buyer is supplying, or otherwise making available, Seller's Goods or Services to a third party, Buyer agrees to protect, defend, indemnify and hold Seller, its corporate subsidiaries and affiliates, and their respective officers, directors, employees and agents, free and harmless from and against any and all losses, expenses, liabilities, claims, demands, causes of action, suits or other litigation, arising out of or related to Seller's Goods or Services provided by the Buyer to a third party, including but not limited to products or services that may be related to Seller's Goods or Services. Seller's liability shall end upon expiration of the applicable warranty period, provided that Buyer may continue to enforce a claim for which it has given notice prior to that date by commencing an action or arbitration, as applicable under this Agreement, before expiration of any statute of limitations or other legal time limitation but in no event later than five (5) months after expiration of such warranty period. For purposes of this Section "Seller" shall include Seller, its affiliates, subcontractors and suppliers of any tier, and their respective agents and employees, individually or collectively.

14. General Indemnity. Seller shall indemnify and hold harmless Buyer from claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligence of Seller or its officers, agents, employees, and/or assigns while engaged in activities under this Agreement. Buyer shall likewise indemnify and hold harmless Seller from claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligence of Buyer, its officers, agents, employees, and/or assigns. In the event such damage or injury is caused by the joint or concurrent negligence of Seller and Buyer, the loss shall be borne by each Party in proportion to its negligence. For the purpose of this Section: (i) "Third Party" shall not include Buyer or any subsequent owner of the Goods or Services, their subsidiaries, parents, affiliates, agents, successors or assigns including any operation or maintenance contractor, or their insurer; and (ii) no portion of the Goods is "third party property". #Buyer expressly acknowledges that the limited or excluded warranties or liabilities stipulated herein and waivers of actions against Seller deriving from the same, are also stipulated in favor of Seller's insurers.

15. Conflicts; No Third Party Beneficiary Rights. If there is any conflict between this Agreement and any written proposal or quotation provided by Seller, then the terms and conditions set forth in the proposal or quotation shall prevail. If any term or condition of this Agreement or any accompanying terms and conditions are held invalid or illegal, then such terms and conditions shall be reformed to be made legal or valid, or deleted, but the remaining terms and conditions shall remain in full force and effect, and the Agreement shall be interpreted and implemented in a manner which best fulfills our intended agreement. Except as specifically set forth above in Sections 2 entitled "Buyer Obligations", 11 entitled "Confidentiality and Intellectual Property" and 12 entitled "Limitation on Liability", this Agreement and all of the provisions hereof shall be binding upon and inure only to the benefit of the parties hereto and their respective successors and permitted assigns, and no other party, including any employee or creditor of any party hereto or any affiliate thereof, shall have any rights or obligations hereunder.

16. Assignment and Subcontracting. To the extent permitted by applicable law, Seller may assign or novate its rights and obligations under this Agreement, in whole or in part, to any of its affiliates and/or may assign any of its accounts receivable under this Agreement to any party without Buyer's consent. Buyer agrees to execute any documents that may be necessary to complete Seller's assignment or novation. This Agreement shall not otherwise be assigned by either Party without the other Party's prior written consent, and any assignment without said consent shall be void. Nothing herein shall prevent the Seller from placing or permitting the placing of subcontracts or orders on others for the supply of materials, manpower or services within the Seller's scope of supply provided that the placing of such subcontracts or orders shall not in any way relieve the Seller from any of its obligations under this Agreement, and provided that Seller will procure that its subcontractors (to the extent engaged for Seller's scope hereunder) comply with all known and reasonable instructions related to accessing Buyer's facility.

17. Emergencies. If the safety of Seller's personnel is threatened or likely to be threatened by circumstances outside the reasonable control of Seller, including but not limited to war, armed conflict, civil unrest, riots, terrorism, kidnapping, presence of or exposure to hazardous materials, unsafe working conditions, or by the threat of such circumstances or a lack of adequate protections against such circumstances, Seller shall, with no liability as per the terms of the Agreement, be entitled to take all necessary steps to ensure the security and safety of its personnel including the evacuation of personnel until such circumstances no longer apply and suspension of its obligations under the Agreement until said circumstances, at Seller's sole opinion, have ceased. Any such occurrence shall be considered an excusable delay event. Buyer shall reasonably assist in the event of any such evacuation.

18. Termination and Suspension. This Agreement and any performance pursuant to it may be terminated or suspended by either party if the other party (a) is the subject of bankruptcy or insolvency proceedings; or (b) defaults in its material obligations under this Agreement, and such default is not cured within thirty (30) days; (b) If Seller shall have any doubt at any time as to Buyer's ability to pay, Seller, without any liability and without being subject to any penalties that may be applicable as negotiated with Buyer, may decline to make deliveries of Goods or provide Services except on receipt of satisfactory security. Upon the termination of this Agreement: (a) Buyer agrees to pay for all Goods in Buyer's possession or for which title has passed to Buyer, at current prices or at such other prices as have been agreed to in writing; and (b) all amounts owing, if any, for the equipment or tanks relating to those Goods shall immediately become due and shall be paid within thirty (30) days of receipt of an invoice. In the event of cancellation of an order by Buyer, a cancellation charge will be made against the Buyer, in proportion to the work completed by Seller, or obligated against the order, plus any cancellation charges assessed against Seller by Seller's suppliers. In addition, unless Buyer has been invoiced by Seller specifically for all Goods delivered (including any leveled billing agreements that have already reconciled based on shipments), Seller will invoice Buyer and Buyer shall pay Seller for all Goods on Buyer's site at the time of termination, including any fixed fees, consignment and production based agreements.

19. Governing Law and Dispute Resolution. This Agreement shall be governed by the substantive laws of the United States of America. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. In the event of a dispute concerning this Agreement, the complaining party shall notify the other party in writing thereof. Management level representatives of both parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within thirty (30) days after such notice, the complaining party shall seek remedies exclusively through the courts located in New York, NY US.

20. U.S Government Contracts. This Section 20 applies only if the Agreement is for the direct or indirect sale to any agency of the U.S. Government and/or is funded in whole or in part by any agency of the U.S. Government. Buyer agrees that all Goods and Services provided by Seller meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial item" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101. To the extent the Buy American Act, Trade Agreements Act, or other domestic preference requirements are applicable to this Agreement, the country of origin of Goods is unknown unless otherwise specifically stated by Seller in this Agreement. Buyer agrees that any Services offered by Seller are exempt from the Service Contract Act of 1965 (FAR 52.222-41). Buyer represents and agrees that this Agreement is not funded in whole or in part by American Recovery Reinvestment Act funds unless otherwise specifically stated in the Agreement. The version of any applicable FAR clause listed in this Section 20 shall be the one in effect on the effective date of this Agreement. If Buyer is an agency of the U.S. Government, then as permitted by FAR 12.302, Buyer agrees that all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms and Conditions. Buyer further agrees the subparagraphs of FAR 52.212-5 apply only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the prices under this Agreement. If Buyer is procuring the Goods or Services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S Government, then Buyer agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the prices under this Agreement.

21. Public Funding and Prevailing Wages. Buyer warrants that, as of the effective date of this Agreement, Buyer has disclosed to Seller if any work performed in the scope of this Agreement is subject to federal, state, or local laws, regulations, and ordinances related to public funding, prevailing wages or fringe benefits, including but not limited to the Davis-Bacon Act (40 U.S.C. §§ 3141 to 3148), the Copeland "Anti-Kickback" Act (18 U.S.C. § 874), the Contract Work Hours and Safety Standards Act (40 U.S.C. § 3701 et seq.), and/or any other applicable federal, state, or local laws (collectively, the "Prevailing Wage Laws"). Buyer further warrants that, as of the effective date of this Agreement, Buyer has disclosed to Seller if this Agreement is funded in whole or in part by any agency of the U.S. Government or by any state or political subdivision thereof, including, but not limited to, any state agency, city, district, or public fund. For purposes of this Section, funding includes, but is not limited to, any waiver or reduction of rents, fees, or other costs that would otherwise be borne by Buyer associated with effecting this Agreement. If Buyer has failed to notify Seller of any such Prevailing Wage Laws as of the effective date of this Agreement, Buyer agrees to indemnify, defend, and hold harmless Seller from and against any and all claims, liabilities, damages, or penalties arising out of applicable Prevailing Wage Laws. The obligations contained in this Section shall be deemed material to this Agreement for purposes of this Agreement. Seller shall have the right to terminate this Agreement pursuant and subject to Section 18 (Termination and Suspension) for default and seek any and all remedies available at law or equity in the event of Buyer's non-compliance with this Section.

22. Miscellaneous. No modification, amendment, revision, waiver, or other change shall be binding on either Party unless agreed in writing by the Party's authorized representative. Any oral or written representation, warranty, course of dealing, or trade usage not specified herein shall not be binding on either Party. Each Party agrees that it has not relied on, or been induced by, any representations of the other Party not contained in this Agreement.