Welcome to the JEA Awards Meeting

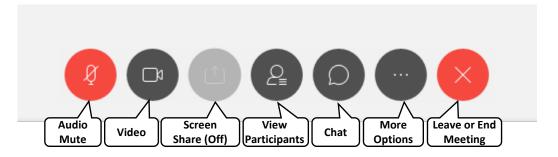
You have been joined to the meeting with your audio muted by default.

We will unmute your lines during the public comment time and provide opportunity for you to speak.

During the meeting, interested persons can also email Lynn Rix at rixlw@jea.com to submit public comments to be read during the meeting regarding any matter on the agenda for consideration. Public comments by e-mail must be received no later than 10:10 a.m. to be read during the public comment portion of the meeting.

Please contact Lynn Rix by telephone at (904) 665-8621 or by email at rixlw@jea.com if you experience any technical difficulties during the meeting.

Below is a summary of the meeting controls you will see at the bottom of your screen.



AWARDS COMMITTEE AGENDA

DATE: Thursday, October 29, 2020

TIME: 10:00 A.M.

PLACE: WebEx/Teleconference

WebEx Meeting Number (access code): 160 199 4252

WebEx Password: pxP6CqUSt63

Public Comments:

Awards:

- 1. Approval of the minutes from the last meeting (10/22/2020).
- 2. Request approval to award a contract amendment to Dynamic Corporate Solutions for Interim CHRO and Transition Coach Consultant Services for a not-to-exceed amount of \$200,000.00, subject to the availability of lawfully appropriated funds.
- 3. 044-20 Request approval to award a contract to RS&H, Inc. for Tenant Improvement Design Services for Proposed New JEA Corporate Headquarters (HQ) for a total not-to-exceed amount of \$1,019,860.00, subject to the availability of lawfully appropriated funds.
- 4. Request approval to award a contract amendment to CDW Government LLC. for JEA standard Dell laptops and related equipment in the amount of \$644,144.55, for a new not-to-exceed amount of \$944,144.55, subject to the availability of lawfully appropriated funds.
- 5. Request approval to award a renewal and contract increase to Mittauer & Associates, Inc. (\$930,000.00), Hazen & Sawyer (\$230,000.00), Carollo Engineers Inc (\$300,000.00) and Constantine Engineers Inc (\$740,000.00) for General Engineering Services for Water, Wastewater, and Reclaimed Water projects in the amount of \$2,200,000.00, for a new not to exceed amount of \$8,739,026.67, subject to the availability of lawfully appropriated funds.
- 6. 071-20 Request approval to award a contract to J.B. Coxwell Contracting Inc, for SJRPP Demolition BSA Closure in the amount of \$5,960,226.00, subject to the availability of lawfully appropriated funds.
- 7. Request approval to award contract to Switchgear Power Systems LLC a contract to provide 4kV switchgear equipment for the Park & King substation in the amount of \$430,235.00, subject to the approval of lawfully appropriated funds.
- 8. **DEFERRED** Request approval to award Petticoat-Schmitt Civil Contractors, Inc. a contract for construction services for the Pages Dairy Rd. Felmor Rd. to Chester Ave. Transmission Water Main project in the amount of \$2,421,911.00, subject to the availability of lawfully appropriated funds.
- 9. **DEFERRED** Request approval to award England-Thims & Miller Inc a contract for construction engineering and inspection services for the Pages Dairy Rd. Felmor Rd. to Chester Ave. Transmission Water Main project in the amount of \$507,050.28, subject to the availability of lawfully appropriated funds.

10. Request approval to award contract to Wesco Distribution Inc a contract to provide 13.2kV transformers for the new HQ and FIS building development projects in the amount of \$1,449,499.99, subject to the approval of lawfully appropriated funds.

Informational Item: N/A

Open Discussion: N/A

Public Notice: N/A

General Business: N/A

SPECIAL NOTES: Copies of the above items are available in JEA Procurement, if needed for review. If a person decides to appeal any decision made by the Awards Committee, with respect to any matter considered at this meeting, that person will need a record of the proceedings, and, for such purpose, needs to ensure that a verbatim record of the proceedings is made, which record includes the evidence and testimony upon which the appeal is to be based. If you have a disability that requires reasonable accommodations to participate in the above meeting, please call 665-8625 by 8:30 a.m. the day before the meeting and we will provide reasonable assistance for you.

10-29-2020 Awards Committee

Award #	Type of Award	Business Unit	Estimated/ Budgeted Amount	Amount	<u>Awardee</u>	<u>Term</u>	<u>Summary</u>
1	Minutes	N/A	N/A	N/A	N/A	N/A	Approval of minutes from the 10/22/2020 meeting.
2	Sole Source	Hiers	\$200,000.00	\$200,000.00	Dynamic Corporate Solutions	Project Completion	Interim CHRO and Transition Coach Consultant Services The contract spend details are below: FY20: \$200,000.00
3	Request for Proposal (RFP) 13 Proposers	McElroy	\$1,700,000.00	\$1,019,860.00	RS&H, Inc.	Project Completion (Expected: 7/31/2022)	Tenant Improvement Design Services for Proposed New JEA Corporate Headquarters The contract spend details are below: • FY21 - \$815,950.00 • FY22 - \$203,910.00 • NTE - \$1,019,860.00
4	Contract Amendment	Datz	\$700,000.00	\$644,144.55	CDW Government, LLC	One (1) year w/ Two One (1) Year Renewals	FY20 and FY21 Dell Laptop and Related Equipment Purchases with 1 Year Support Contract The contract spend details are below: FY21 - \$300,000.00 FY22 - \$644,144.55 NTE - \$944,144.55
5	Contract Amendment	Vu	N/A	\$930,000.00 \$230,000.00 \$300,000.00 \$740,000.00	Mittauer & Associates, Inc. Hazen and Sawyer Carollo Engineers, Inc. Constantine Engineering, Inc.	Three (3) Years w/Two (2) - 1 Yr. Renewals	General Engineering Services for Water Wastewater and Reclaimed Water Plant Projects Request a contract renewal and contract increase for the water/wastewater continuing engineering contracts for plant projects.
6	Invitation for Bid (IFB) 4 Bidders	Erixton	\$5,600,000.00	\$5,960,226.00	J. B. Coxwell Contracting, Inc.	Project Completion (Estimated April, 2021)	SJRPP BSA Closures SJRPP Byproduct Storage Area closure. FY20: \$5,960,226.00
7	Sole Source	Erixton	\$450,000.00	\$430,235.00	Switchgear Power Systems, LLC	Project Completion (Estimated: 9/30/2021)	4kV Switchgear for Park & King Substation Supply of 4kV switchgear with specific arc quenching technology. FY20: \$430,235.00
8- DEFER	DEFER	DEFER	DEFER	DEFER	DEFER	DEFER	DEFER
9- DEFER	DEFER	DEFER	DEFER	DEFER	DEFER	DEFER	DEFER
10	Sole Source	Erixton	N/A	\$1,449,499.99	Wesco Distribution, Inc.	Project Completion (Estimated: 9/30/2021)	HQ & FIS building dry transformer supply

10-29-2020 Awards Committee

				Supply of 13.2kV dry transformers with high side switch with specific design and manufacturing requirements for specific application. FY20: \$1,449,499.99
Total Award		\$ 14,832,926.82		

JEA AWARDS COMMITTEE OCTOBER 22, 2020 MEETING MINUTES

The JEA procurement Awards Committee met on October 22, 2020, via WebEx

WebEx Meeting Number (access code): 160 199 4252

WebEx Password: pxP6CqUSt63

Members in attendance were Heather Beard as Chairperson, Laure Whitmer as Budget Representative, Julie Davis as Office of General Counsel Representative; with Steve Tuten, Joe Orfano, Stephen Datz, Wayne Young, and Alan McElroy as voting Committee Members.

Chair Beard called the meeting to order at 10:01 a.m., introduced the Awards Committee Members, and confirmed that there was a quorum of the Committee membership present.

Chair Beard announced that the meeting was being held remotely to slow the spread of the Covid-19 virus and to encourage social distancing and that pursuant to Governor DeSantis' Executive Order 20-69, local governments were allowed to hold public meetings using communications media technology rather than in a physical location. She stated that the JEA Awards Committee meeting was being held by virtual means via WebEx which allows interested persons to view and participate in the meeting remotely. Additionally, Chair Beard and Landon Todd reviewed the WebEx meeting instructions and how public comment would be received and taken during the meeting.

Public Comments:

Chair Beard recognized the public comment speaking period and opened the meeting floor to public comments. No public comments were provided by email, phone or videoconference.

Awards:

Chair Beard verbally presented the Committee Members the proposed October 8, 2020 minutes contained in the board packet.

MOTION: Steve Tuten made a motion to approve the October 8, 2020 minutes (Award Item 1). The motion was seconded by Wayne Young and approved unanimously by the Awards Committee (5-0).

The Committee Members reviewed and discussed the following Awards Items 2-7:

2. Request approval to award a contract amendment to Jacobs Engineering Group Inc. for additional design/engineering for the Greenland Water Reclamation Facility project in the amount of \$5,528,822.42, for a new not-to-exceed amount of \$11,212,073.42, subject to the availability of lawfully appropriated funds.

MOTION: Joe Orfano made a motion to approve Award Item 2 as presented in the board packet. The motion was seconded by Stephen Datz and approved unanimously by the Awards Committee (5-0).

3. Request approval to award a contract amendment to Keville Enterprises Inc. for a reduction of maximum indebtedness and scope for the Water/Wastewater Project Support Services contract in the amount of \$1,500,000.00, for a new not-to-exceed amount of \$18,779,306.00, subject to the availability of lawfully appropriated funds.

MOTION: Alan McElroy made a motion to approve Award Item 3 as presented in the board packet. The motion was seconded by Steve Tuten and approved unanimously by the Awards Committee (5-0).

4. Request approval to award contract to Qualtrics, LLC to continue using JEA's existing Online Survey and Customer Analytics Core XM Software with XM Directory upgrade in the amount of \$303,449.97, subject to the approval of lawfully appropriated funds.

MOTION: Wayne Young made a motion to approve Award Item 4 as presented in the board packet. The motion was seconded by Joe Orfano and approved unanimously by the Awards Committee (5-0).

5. Request approval to award a contract amendment to Auld & White Constructors LLC (\$22,123.24), Warden Corporation (\$22,123.24) and Onas Corporation (\$22,123.24) for General Construction (Small Projects) services in the amount of \$66,369.72, for a new not-to-exceed amount of \$366,369.72, subject to the availability of lawfully appropriated funds.

MOTION: Stephen Datz made a motion to approve Award Item 5 as presented in the board packet. The motion was seconded by Alan McElroy and approved unanimously by the Awards Committee (5-0).

6. Request approval to award a contract amendment to Premier Communications Group Inc. for Electrical and Data Telecommunication Services in the amount of \$557,066.10, for a new not-to-exceed amount of \$1,101,170.27, subject to the availability of lawfully appropriated funds.

MOTION: Steve Tuten made a motion to approve Award Item 6 as presented in the board packet. The motion was seconded by Stephen Datz and approved unanimously by the Awards Committee (5-0).

7. Request approval to award a contract increase to Cook Electrical, Inc. to complete JEA's Electric Cable and Fiber Installation for the JEA Master Lift Stations project in the amount of \$268,109.94, for a new not-to-exceed amount of \$859,445.94, subject to the availability of lawfully appropriated funds.

MOTION: Joe Orfano made a motion to approve Award Item 7 as presented in the board packet. The motion was seconded by Alan McElroy and approved unanimously by the Awards Committee (5-0).

8. Request approval of purchase from Baymeadows Park LLC for the subject property - Real Estate Purchase in the amount of \$69,275.00, subject to the availability of lawfully appropriated funds.

MOTION: Stephen Datz made a motion to approve Award Item 8 as presented in the board packet. The motion was seconded by Wayne Young and approved unanimously by the Awards Committee (5-0).

9. Request approval to award a contract amendment to Chemtrade Chemicals US LLC to increase the contract for the supply of aluminum sulfate by of \$337,500.00, for a new not-to-exceed amount of \$679,053.00, subject to the availability of lawfully appropriated funds.

MOTION: Steve Tuten made a motion to approve Award Item 9 as presented in the board packet. The motion was seconded by Joe Orfano and approved unanimously by the Awards Committee (5-0).

10. 055-20 – Request approval to award a contract to Mott MacDonald of Florida LLC, for engineering services for the New World Ave. - Waterworks to Chaffee Rd. 24 Inch Water Main Project in the amount of \$405,061.00, subject to the availability of lawfully appropriated funds.

MOTION: Wayne Young made a motion to approve Award Item 10 as presented in the board packet. The motion was seconded by Alan McElroy and approved unanimously by the Awards Committee (5-0).

11. 062-20 – Request approval to award a contract to Mott MacDonald of Florida LLC, for engineering services for the SR200 – William Burgess Blvd To Police Lodge Rd - Trans – RW project in the amount of \$609,464.00, subject to the availability of lawfully appropriated funds.

MOTION: Steve Tuten made a motion to approve Award Item 11 as presented in the board packet. The motion was seconded by Stephen Datz and approved unanimously by the Awards Committee (5-0).

Informational Item:

No informational items were presented to the Awards Committee.

Ratifications:

Award 6 contained a partial ratification in the amount of \$116,152.00

Public Comments:

No additional public comment speaking period was taken.

Adjournment:

Chair Beard adjourned the meeting at 10:52 a.m.

NOTE: These minutes provide a brief summary only of the Awards Committee meeting. For additional detail regarding the content of these minutes or discussions during the meeting, please review the meeting

recording. The recording of this meeting as well as other relevant documents can be found at the link below: https://www.jea.com/About/Procurement/Awards_Meeting_Agendas_and_Minutes/

Date: <u>10/29/2020</u> Item# <u>2</u>



Formal Bid and Award System

Award #2 October 29, 2020

Type of Award Request: SOLE SOURCE

Requestor Name: Angie Hiers, Interim Chief Human Resources Officer

Requestor Phone: 904-614-8813

Project Title: Interim CHRO and Transition Coach Consultant Services

Project Number: A0000
Project Location: JEA
Funds: O&M

Budget Estimate: \$200,000.00

Scope of Work:

This request is for the purchase of Senior Human Resources Consulting services. Dynamic Corporate Solutions Inc. (DCSI) will provide a full-time, on-site/off-site Senior Consultant for a minimum of six (6) months serving as Interim CHRO and Consultant on transition with the new CEO. The consultant will be responsible for the following areas:

- Interim CHRO running all aspects of the JEA Human Resources function
- Supervise all JEA Human Resources employees
- Liaise with Union Officials
- Consult with new CEO on transition issues and other key strategic HR issues
- Interact with the Board of Directors as needed

Just as the CFO helps the CEO lead the business by raising and allocating financial resources, the CHRO's role is to help the CEO by building and assigning talent, especially key people, and working to unleash the organization's energy. JEA is requesting DCSI for sole source consulting services to provide a candidate who will serve as a Transition Coach and who may serve as Interim CHRO.

JEA IFB/RFP/State/City/GSA#: N/A

Purchasing Agent: Selders, Elaine

Is this a ratification?:

NO
If yes, explain:

N/A

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
DYNAMIC CORPORATE SOLUTIONS, INC.	Anne Lemmen	alemen@dynamiccorp.com	#525, Fleming Island, FL	(904) 278- 5383	\$200,000.00

Amount for entire term of Contract/PO: \$200,000.00 **Award Amount for remainder of this FY:** \$200,000.00 **Length of Contract/PO Term:** Project Completion

Begin Date (mm/dd/yyyy): 11/02/2020

End Date (mm/dd/yyyy): Project Completion

JSEB Requirement: N/A

Background/Recommendations:

JEA requires consulting services from a vendor who will provide a candidate who is a Transition Coach and who may serve as Interim Chief Human Resource Officer. It is imperative that a local consultant who is familiar with JEA culture is engaged to perform these services. Dynamic Corporate Solutions, Inc. (DCSI) has a history of working with JEA and is knowledgeable about JEA structure and culture. The quote and sole source form are attached as backup.

DCSI worked with JEA in 2013 and provided Strategic Initiative Consulting Services. This work included reviewing data from previous surveys, development of a workplace survey and providing data for future benchmarking. They also conducted Focus Groups for the WES 2013 Survey. In 2014, DCSI was engaged as a Consultant for Emergency Talent Acquisition Tactical and Strategic Support and Customer Service Representative Job Family Consulting Services. They provided consulting support for third party focus groups for all Northside Generating Station Employees. They have worked with JEA for many years and have intimate knowledge of the culture, needs and business initiatives. They have a depth and breadth of knowledge that another consultant is not able to provide. These services are estimated to be \$33,333.33 per month for a period of six (6) months, or until the CHRO is hired, trained and transitioned.

Request approval to award a contract amendment to Dynamic Corporate Solutions, Inc. for Interim CHRO and Transition Coach Consultant Services for a not-to-exceed amount of \$200,000.00, subject to the availability of lawfully appropriated funds.

10/29/2020

Director: Maillis, Patricia L. - Director, Employee Services

Chief: Hiers, Angelia R. - Interim Chief Human Resource Officer

APPROVALS:

10/29/2020

Chairman, Awards Committee Date

Budget Representative Date

Quote

DCS Dynamic Corporate Solutions, Inc.

For Human Resources Support

Balancing the Art & Science of HR

Project Overview

Client: JEA

Client Project Manager: Angelia Hiers, Interim CHRO

Client Need: Human Resources and Recruiting Support

DCSI Project Manager: Megan J Richardson, PHR, SHRM-CP, VP of Consulting **Project Overview:** DCSI will provide on-site and off-site HR Consulting to

Jacksonville Electric Authority (JEA)

On-Site Support

Senior Human Resources Consultant

DCSI will provide a full-time, on-site/off-site Senior Consultant for a minimum of 6 months serving as Interim CHRO and Consultant on transition with the new CEO. The consultant will be responsible for the following areas:

- Interim CHRO running all aspects of the JEA Human Resources function
- Supervise all JEA Human Resources employees
- Liaise with Union Officials
- Consult with new CEO on transition issues and other key strategic HR issues
- Interact with the Board of Directors as needed

This fixed cost agreement will be for 6 months beginning November 2, 2020 at \$33,333.33 per month with a total cost of \$200,000. JEA will have an extension option and will notify DCSI if an extension is desired.

Certification of Sole Source

3-111 Sole Source Procurements

- (1) *Conditions for Use.* A Contract may be awarded for Supplies or Services as a Sole Source when, pursuant to the Operational Procedures, the Chief Procurement Officer or Designee determines that:
 - (a) there is only one justifiable source for the required Supplies or Services; or
 - (b) a service is a follow-up of Services that may only be done efficiently and effectively by the Company that rendered the initial Services to JEA, provided the initial procurement was competitive.

COMMENTARY:

This method of procurement involves no competition and should be utilized only when justified and necessary to serve JEA needs. This Code contemplates that the chief purchasing officer promulgate operational procedures that establish standards applicable to procurement needs that may warrant award on a sole source basis.

Name of Contractor or Supplier

Contract or Purchase Order Number:

Dynamic Corporate Solutions, Inc. (DCSI)

Description of Services or Supplies

Consultant who may serve as Interim CHRO as well as transition coach

Certification I the undersigned certify that: AH there is only one justifiable source for the required supplies, services, construction or real estate; or this is a professional service which is a follow-up of services that may only be done efficiently and effectively by the firm that previously rendered the initial services to JEA (Fill in with explanation) To my knowledge and experience, there is only one consulting practice that would be able to provide an option for interim CHRO services. Additionally, DCSI has been a vendor with JEA previously and is well versed in JEA's culture, structure and needs. Angelia (Angie) Hiers 10-9-2020 Signature of Business Unit Manager Date **Christine Nunziato** 10/27/2002 Signature of Procurement Services Manager Date

This Certification shall be attached to the purchase order when routed for approval. This sole source procurement shall be reported to the JEA Board in accordance with Section 1-113(2) of the JEA Purchasing Code

Amount: \$ 200,000.00

Date: <u>10/29/2020</u> Item# <u>3</u>



Formal Bid and Award System

Award #3 October 29, 2020

Type of Award Request: REQUEST FOR PROPOSAL (RFP)

Request #: 6792

Requestor Name: Kilgo, Nancy A. - Dir Special Projects

Requestor Phone: (904) 665-6439

Project Title: Tenant Improvement Design Services for Proposed New JEA Corporate Headquarters

Project Number: 8006820
Project Location: JEA
Funds: Capital

Budget Estimate: \$1,700,000.00

Scope of Work:

JEA is soliciting proposals for Tenant Improvement (TI) Design services for its proposed new corporate headquarters building to be located in downtown Jacksonville, Florida. JEA executed a lease with Ryan Companies US Inc. (Ryan) for a build to suit office building and adjacent dedicated garage structure. Ryan's proposal for the core and shell project was selected through a competitive negotiation process. JEA also engaged ASD|SKY to help develop workspace programming for the interiors in advance of the TI Design engagement.

Design plans will be developed in conjunction with Ryan Architecture and Engineering (A+E) exterior and core design and will include JEA occupied corporate office and storefront space in the garage building. Portions of the storefront may be occupied by third parties. Design drawings must be developed in close coordination with Ryan and meet all state and local building codes and JEA standards. The contract shall provide for TI design at key schematic, design drawing, construction drawing milestones for JEA, authorities having jurisdiction (AHJ) and Ryan review and approval. JEA approved changes to the building size and scope in May 2020 that will affect programming and occupancy needs. JEA will also be assessing, with this consultant's guidance, application of best practices that evolve from COVID-19 workplace standards and accommodations as the interior design progresses.

JEA IFB/RFP/State/City/GSA#: 044-20

Purchasing Agent: Selders, Elaine L.

Is this a Ratification?:

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
RS&H, INC.	Charles Fritts	Chuck.Fritts@rsandh.com	10748 Deerwood Park Blvd South, Jacksonville, FL 32256	904-256- 2418	\$1,019,860.00

Amount for entire term of Contract/PO: \$1,019,860.00 **Award Amount for remainder of this FY:** \$815,950.00

Length of Contract/PO Term: Project Completion

Begin Date (mm/dd/yyyy): 11/01/2020

End Date (mm/dd/yyyy): Project Completion (Expected: 07/31/2022)

JSEB Requirement: Five Percent (5%) Evaluation Criteria

Comments on JSEB Requirements: RS&H, Inc. chose not to use a JSEB subcontractor.

PROPOSERS:

Name	Amount	Rank
RS&H, INC.	\$1,019,860.00	1
GRESHAM SMITH	N/A	2
RDB DESIGN ASSOCIATES	N/A	3
GENSLER	N/A	4
LITTLE	N/A	5
ASD SKY	N/A	6
KASPER ARCHITECTS	N/A	7
RYAN COMPANIES	N/A	8
PQH GROUP	N/A	9
NELSON WORLDWIDE	N/A	10
WALKER ARCHITECTS	N/A	11
LS3P	N/A	12
CALLISONRTKL INC.	N/A	13

Background/Recommendations:

Advertised on 07/28/2020. At proposal opening on 08/18/2020, JEA received thirteen (13) proposals. The public evaluation meeting was held on 09/24/2020 and JEA deemed RS&H, Inc. most qualified to perform the work. A copy of the evaluation matrix and negotiated hourly rates are attached in the fee summary as backup.

Negotiations with RS&H, Inc. were successfully completed. The negotiated rates were compared to current rates for similar services and deemed reasonable. JEA is awarding this contract based on the estimated hours and rates in the attached fee summary.

Contract Budget Details:

• Budget Estimate (at the time of Proposal): \$1,700,000.00

FY21 Spend: \$815,950.00FY22 Spend: \$203,910.00

044-20 – Request approval to award a contract to RS&H, Inc. for Tenant Improvement Design Services for Proposed New JEA Corporate Headquarters (HQ) for a total amount of \$1,019,860.00, subject to the availability of lawfully appropriated funds.

Director: Kilgo, Nancy A. - Dir Special Projects

Chief: McElroy, Alan D. - Interim Chief Supply Chain Officer

APPROVALS:

G/11/W/V 10/29/2020

Chairman, Awards Committee Date

The H Unter 10/29/2020

Budget Representative Date

044-20 Tenant Improvement Design for Proposed JEA Corporate Headquarters

Vendor Rankings	M. Poteet	S.Pressley	B. Edwards	M. Newton-Green	J. Connell	Σ Rank	Rank
RS&H	1	1	1	3	2	8	1
Gresham Smith	4	3	2	2	4	15	2
RDB Design Associates	2	6	3	5	1	17	3
Gensler	5	8	6	4	3	26	4
Little	3	5	4	11	5	28	5
ASD SKY	10	2	8	6	6	32	6
Kasper Architects	7	12	7	1	8	35	7
Ryan Companies	12	4	5	10	7	38	8
PQH Group	6	7	9	8	9	39	9
Nelson Worldwide	9	9	12	7	11	48	10
Walker Architects	11	11	10	9	10	51	11
LS3P	8	10	13	13	12	56	12
CallisonRTKL Inc.	13	13	11	12	13	62	13

M. Poteet	Professional Staff Experience (30 Points)	Company Experience (20 Points)	Design Approach and Work Plan (40 Points)	Proximity (5 Points)	JSEB (5 Points)	Total	Rank
ASD SKY	25.61	12.00	16.00	3.00	2.00	58.61	10
CallisonRTKL Inc.	24.68	10.00	10.00	2.00	0.00	46.68	13
Gensler	22.77	17.00	27.00	3.00	4.00	73.77	5
Gresham Smith	22.81	16.00	28.00	3.00	4.00	73.81	4
Kasper Architects	22.39	13.00	28.00	5.00	4.00	72.39	7
Little	27.65	13.00	31.00	2.00	4.00	77.65	3
LS3P	20.16	14.00	32.00	3.00	0.00	69.16	8
Nelson Worldwide	23.29	9.00	22.00	4.00	4.00	62.29	9
PQH Group	25.90	12.00	25.00	5.00	5.00	72.9	6
RDB Design Associates	24.81	17.00	27.00	5.00	4.00	77.81	2
RS&H	27.55	15.00	31.00	5.00	0.00	78.55	1
Ryan Companies	17.42	9.00	22.00	0.00	2.00	50.42	12
Walker Architects	20.65	11.00	17.00	3.00	0.00	51.65	11

S.Pressley	Professional Staff Experience (30 Points)	Company Experience (20 Points)	Design Approach and Work Plan (40 Points)	Proximity (5 Points)	JSEB (5 Points)	Total	Rank
ASD SKY	25.16	16	30	3	2	76.16	2
CallisonRTKL Inc.	23.97	5.00	9.00	2.00	0.00	39.97	13
Gensler	24.77	7.00	11.00	3.00	4.00	49.77	8
Gresham Smith	23.16	15.00	25.00	3.00	4.00	70.16	3
Kasper Architects	20.16	5.00	8.00	5.00	4.00	42.16	12
Little	25.90	12.00	18.00	2.00	4.00	61.9	5
LS3P	22.45	12.00	12.00	3.00	0.00	49.45	10
Nelson Worldwide	23.55	16.00	2.00	4.00	4.00	49.55	9
PQH Group	23.65	8.00	11.00	5.00	5.00	52.65	7
RDB Design Associates	23.52	15.00	12.00	5.00	4.00	59.52	6
RS&H	25.06	18.00	31.00	5.00	0.00	79.06	1
Ryan Companies	17.19	14.00	29.00	0.00	2.00	62.19	4
Walker Architects	22.06	5.00	19.00	3.00	0.00	49.06	11

B. Edwards	Professional Staff Experience (30 Points)	Company Experience (20 Points)	Design Approach and Work Plan (40 Points)	Proximity (5 Points)	JSEB (5 Points)	Total	Rank
ASD SKY	28.71	17	17	3	2	67.71	8
CallisonRTKL Inc.	27.42	11.00	16.00	2.00	0.00	56.42	11
Gensler	26.77	11.00	30.00	3.00	4.00	74.77	6
Gresham Smith	26.65	17.00	27.00	3.00	4.00	77.65	2
Kasper Architects	25.74	15.00	25.00	5.00	4.00	74.74	7
Little	29.35	10.00	30.00	2.00	4.00	75.35	4
LS3P	22.81	10.00	17.00	3.00	0.00	52.81	13
Nelson Worldwide	24.16	11.00	11.00	4.00	4.00	54.16	12
PQH Group	27.84	12.00	17.00	5.00	5.00	66.84	9
RDB Design Associates	26.52	15.00	27.00	5.00	4.00	77.52	3
RS&H	28.55	17.00	31.00	5.00	0.00	81.55	1
Ryan Companies	22.94	18.00	32.00	0.00	2.00	74.94	5
Walker Architects	24.10	13.00	22.00	3.00	0.00	62.1	10

M. Newton-Green	Professional Staff Experience (30 Points)	Company Experience (20 Points)	Design Approach and Work Plan (40 Points)	Proximity (5 Points)	JSEB (5 Points)	Total	Rank
ASD SKY	29.29	20	36	3.00	2.00	90.29	6
CallisonRTKL Inc.	28.77	18	34	2.00	0.00	82.77	12
Gensler	27.35	20	37	3.00	4.00	91.35	4
Gresham Smith	28.06	20	38	3.00	4.00	93.06	2
Kasper Architects	26.87	20	38	5.00	4.00	93.87	1
Little	29.61	18	32	2.00	4.00	85.61	11
LS3P	26.84	18	32	3.00	0.00	79.84	13
Nelson Worldwide	27.1	20	35	4.00	4.00	90.1	7
PQH Group	29.42	20	30	5.00	5.00	89.42	8
RDB Design Associates	27.29	18	37	5.00	4.00	91.29	5
RS&H	28.77	20	39	5.00	0.00	92.77	3
Ryan Companies	26.97	18	40	0.00	2.00	86.97	10
Walker Architects	26.71	20	38	3.00	0.00	87.71	9

J. Connell	Professional Staff Experience (30 Points)	Company Experience (20 Points)	Design Approach and Work Plan (40 Points)	Proximity (5 Points)	JSEB (5 Points)	Total	Rank
ASD SKY	18.58	18	34	3	2	75.58	6
CallisonRTKL Inc.	17.55	12	12	2	0	43.55	13
Gensler	16.26	20	36	3	4	79.26	3
Gresham Smith	16.77	19	35	3	4	77.77	4
Kasper Architects	15.35	19	21	5	4	64.35	8
Little	19.23	15	37	2	4	77.23	5
LS3P	16.26	14	15	3	0	48.26	12
Nelson Worldwide	16.77	13	11	4	4	48.77	11
PQH Group	18.84	18	15	5	5	61.84	9
RDB Design Associates	17.35	20	40	5	4	86.35	1
RS&H	17.55	20	40	5	0	82.55	2
Ryan Companies	13.42	15	34	0	2	64.42	7
Walker Architects	16	17	19	3	0	55	10

Overall Averages	Professional Staff Experience (30 Points)	Company Experience (20 Points)	Design Approach and Work Plan (40 Points)	Proximity (5 Points)	JSEB (5 Points)	Total
ASD SKY	25.47	16.60	26.60	3.00	2.00	73.67
CallisonRTKL Inc.	24.48	11.20	16.20	2.00	0.00	53.88
Gensler	23.58	15.00	28.20	3.00	4.00	73.78
Gresham Smith	23.49	17.40	30.60	3.00	4.00	78.49
Kasper Architects	22.10	14.40	24.00	5.00	4.00	69.50
Little	26.35	13.60	29.60	2.00	4.00	75.55
LS3P	21.70	13.60	21.60	3.00	0.00	59.90
Nelson Worldwide	22.97	13.80	16.20	4.00	4.00	60.97
PQH Group	25.13	14.00	19.60	5.00	5.00	68.73
RDB Design Associates	23.90	17.00	28.60	5.00	4.00	78.50
RS&H	25.50	18.00	34.40	5.00	0.00	82.90
Ryan Companies	19.59	14.80	31.40	0.00	2.00	67.79
Walker Architects	21.90	13.20	23.00	3.00	0.00	61.10

JEA HEADQUARTERS - TENANT IMPROVEMENTS RS&H Design and CA Fees 10/22/2020 (Rev 1)

PHASE 1 - Program Acceptance										
					Estim	ated Man Hou	irs for RS&H Te	eam		
	Total									
	Estimated	Project	Project	Project	Interior	Mechanical	Electrical	Structural	WELL	Construction
Project Activity	Man Hours	Officer	Manager	Architecture	Design	Engineering	Engineering	Engineering	Coordination	Administration
Review/Update Program Docs	124	12	32	8	64	4	4	<u> </u>		
Test Fits - Look and Feel Package	260	16	40	20	160	8	8		8	
Phase 1 Total	384	28	72		224	12	12	0	8	0
Hourly Rates		210	185	135	105	155	155	155	115	100
Phase 1 Fees	51140	5880	13320	3780	23520	1860	1860	0	920	0
PHASE 2 - Planning and Design										
3 3					Estim	ated Man Hou	irs for RS&H Te	eam		
	Total									
	Estimated	Project	Project	Project	Interior	Mechanical	Electrical	Structural	WELL	Construction
Project Activity	Man Hours	Officer	Manager	Architecture	Design	Engineering	Engineering	Engineering	Coordination	Administration
75% SD & Furniture Pricing Packages	456	20	96	88	120	64	64	4		
Release Furniture RFP	52	4	8		32		8			
100% Schematic Design Package	336	20	80	104	80	16	16	4	16	
50% DD Pricing Package	592	20	112	136	104	100	100	12	8	
Finalize Furniture Vendor Selection	36	4	8		20		4			
100% Design Development Package	532	24	96	124	64	88	88	12	16	20
75% CD Pricing/Permit Package	852	32	172	188	140	124	124	24	24	24
100% Construction Document Package	604	40	88	132	64	100	100	16	32	32
Phase 2 Total	3460	164	660	772	624	492	504	72	96	76
Hourly Rates		210	185	135	105	155	155	155	115	100
Phase 2 Fees	510460	34440	122100	104220	65520	76260	78120	11160	11040	7600
PHASE 3 - Project Approval and Administration	1									
	_				Estim	ated Man Hou	irs for RS&H Te	eam		
	Total									
	Estimated	Project	Project	Project	Interior	Mechanical	Electrical	Structural	WELL	Construction
Project Activity	Man Hours	Officer	Manager	Architecture	Design	Engineering	Engineering	Engineering	Coordination	Administration
Building Permit Approval	80	4	20			16				
CM/GC Bidding Assistance	92	8	20		8	8	8			16
Shop Drawing, Submittal and RFI Reviews	612		60		88	92	92			160
Job Site Meetings and Field Reports	564	36	160			80				120
Commissioning/Punch List Approvals	180	4	16		32	32	32			32
Phase 3 Total	1528	52	276		128	228			0	328
Hourly Rates		210	185		105	155	155	155	115	100
Phase 3 Fees	218260	10920	51060	35640	13440	35340	35340	3720	0	32800
TOTAL RS&H MANHOURS	5372	244	1008	1064	976	732	744	96	104	404

TOTAL FEES - HQ TOWER DESIGN/CA

RS&H FEE SUMMARY	
Base Design/CA (153,628 SF HQ Tower TI)	779860
Reimbursable Expenses	9000
Subtotal	788860
Allowances	
Garage "Retail" TI Design (10,000 SF)	60000
Branding-Signage Consultant	84000
Acoustical Consultant	55000
LEED Consultant	12000
Cost Estimating Consultant	20000
Subtotal	231000
TOTAL DESIGN/CA FEES with ALLOWANCES	1019860

Date: <u>10/29/2020</u> Item# <u>4</u>



Formal Bid and Award System

Award #4 October 29, 2020

Type of Award Request: CONTRACT AMENDMENT

Requestor Name: Anderson, Bonnie J. Operations & Help Desk Support

Requestor Phone: (904)665-7761

Project Title: FY20 and FY21 Dell Laptop and Related Equipment Purchases with 1 Year

Support Contract

Project Number: 8006712 (approx. \$600,000.00), HE30902 (approx. \$100,000.00),

Project Location: JEA

Funds: CAPTIAL AND O&M

Budget Estimate: \$700,000.00

Scope of Work:

The original purpose of this Invitation to Negotiate (the "ITN") was to evaluate and select a vendor(s) for FY20 and FY21 that included Dell equipment and support purchases which JEA estimated to purchase during a twelve month period. This request is to leverage contract spend for a minimum of one year to get fixed pricing on high use items, a percentage discount on unexpected items, and reduce the number of small informal spot buys and transactions. The ITN included JEA standard equipment Dell for one (1) reseller to provide all equipment at the best value to JEA.

The specific JEA standard laptop related equipment will include Dell 7400 2-in-1, 7200 2-in-1 tablets with accessories, WD19TB and WD19 docks, active pens and auto/air adapters. The JEA standard documents are attached as backup.

JEA IFB/RFP/State/City/GSA#: 039-20

Purchasing Agent: Brooke Garland

Is this a Ratification?:

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
CDW GOVERNMENT LLC	John Vrablik	johnvra@cdwg.com	75 Remittance DR STE 1515, Chicago, IL 60675-1515	(877) 466- 6333	\$644,144.55

Amount of Original Award:\$261,815.00Date of Original Award:05/07/2020Change Order Amount:\$644,144.55

List of Previous Change Order/Amendments:

CPA#	Amount	Date
189771	\$38,185.00	05/28/2020

New Not-To-Exceed Amount: \$944.144.55

Length of Contract/PO Term: One (1) year w/ Two One (1) Year Renewals

Begin Date (mm/dd/yyyy): 05/08/2020 **End Date (mm/dd/yyyy):** 05/07/2021

Background/Recommendations:

Originally awarded and approved by the Awards Committee on 05/08/2020 to CDW Government LLC. A contract amendment increase for \$38,185.00 was done on 05/28/2020 to purchase additional equipment. The previous award and the JEA Standard form are attached as back up.

This request is for a contract amendment increase of \$644,144.55 for additional JEA standard Dell laptops and related equipment needed in FY21 which will include Dell 7400 2-in-1, 7200 2-in-1 tablets with accessories, WD19TB and WD19 docks, active pens and auto/air adapters. CDW's original contract offering included a 10-24% discount off list price on the Dell equipment and support including any additional related equipment not specifically listed in the workbook. In exchange for this new large volume increase of new equipment JEA has negotiated with CDW to further reduce their overall pricing by ten percent (10%) which has resulted in lower rates than the original response and a sourcing savings of \$75,433.00. The FY21 budget forecast for the refresh project was unknown at the time of the original bid, and thus was not included in the original bid estimates and is the reason for the large volume increase. The capital budget increased in FY21 was necessary to enable JEA to replace more outdated equipment in a given year and to cover the increased list cost of devices.

Procurement tracks two different types of savings. The total cost difference is comparing the current pricing with the proposed pricing (+/-). The total sourcing savings is determined by negotiations, BAFO savings and value added savings. Below is the result for this award:

* Total cost difference: N/A

* Total sourcing savings: \$75,433.00

Request approval to award a contract amendment to a JEA Standard to CDW Government LLC. for Dell laptops and related equipment in the amount of \$644,144.55, for a new not-to-exceed amount of \$944,144.55, subject to the availability of lawfully appropriated funds.

10/29/2020

Manager: Peacock, J. Jason - Mgr Service Desk Operations

Director: Kearson, William A. - Director Information Security

Chief: Datz, Stephen H. - Interim Chief Information Officer

APPROVALS:

Chairman, Awards Committee Date

Budget Representative Date

Lung A Vistore 10/29/2020

QUOTE CONFIRMATION



DEAR BROOKE GARLAND,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. <u>Click here</u> to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LRSM150	10/15/2020	DELL	7219250	\$644,144.55

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
DELL CTO 7410 I5-10310U 512/16 W10P Mfg. Part#: 3000070756658 Contract: MARKET	200	6287701	\$1,323.60	\$264,720.00
DELL CTO 7210 I5-10310U 256/8 W10P Mfg. Part#: 3000070756272 Contract: MARKET	125	6287704	\$1,235.97	\$154,496.25
DELL CTO TBOLT DOCK - WD19TB Mfg. Part#: 3000070756508 Contract: MARKET	325	6287705	\$168.54	\$54,775.50
DELL CTO LAT 2-IN-1 KEYBOARD Mfg. Part#: 3000070763420 Contract: MARKET	125	6287962	\$100.00	\$12,500.00
DELL CTO ACTIVE PEN - PN557W Mfg. Part#: 3000070763804 Contract: MARKET	250	6287961	\$42.00	\$10,500.00
DELL CTO COMM GRADE CASE F/LAT 7200 Mfg. Part#: 3000070694227 Contract: MARKET	125	6287707	\$42.00	\$5,250.00
DELL CTO 7410 I5-10310U 512/16 W10P Mfg. Part#: 3000070756658 Contract: MARKET	50	6287701	\$1,323.60	\$66,180.00
DELL CTO 7210 I5-10310U 256/8 W10P Mfg. Part#: 3000070756272 Contract: MARKET	40	6287704	\$1,235.97	\$49,438.80
DELL CTO TBOLT DOCK - WD19TB Mfg. Part#: 3000070756508 Contract: MARKET	100	6287705	\$168.54	\$16,854.00
DELL CTO COMM GRADE CASE F/LAT 7200 Mfg. Part#: 3000070694227 Contract: MARKET	40	6287707	\$42.00	\$1,680.00
DELL CTO LAT 2-IN-1 KEYBOARD Mfg. Part#: 3000070763420	40	6287962	\$100.00	\$4,000.00

QUOTE DETAILS (CONT.)

Contract: MARKET

DELL CTO 65-WATT AUTO AIR ADAPTER

Mfg. Part#: 3000070800180

JACKSONVILLE, FL 32202-3155 **Phone:** (904) 665-6000

Shipping Method: DROP SHIP-GROUND

Contract: MARKET

50 6287964

\$75.00

\$3,750.00

PURCHASER BILLING INFO	SUBTOTAL	\$644,144.55
Billing Address:	SHIPPING	\$0.00
JEA ACCOUNTS PAYABLE	SALES TAX	\$0.00
PO BOX 4910 JACKSONVILLE, FL 32201-4910	GRAND TOTAL	\$644,144.55
Phone: (904) 665-8402 Payment Terms: VISA		
DELIVER TO	Please remit payments to:	
Shipping Address: JEA BROOKE GARLAND 21 W CHURCH ST	CDW Government 75 Remittance Drive Suite 1515 Chicago, IJ 60675-1515	

Need Assistance? CDW•G SALES CONTACT INFORMATION

TOWER 2

John Vrablik | (877) 466-6333 | johnvra@cdwg.com

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$644,144.55	\$17,095.60/Month	\$644,144.55	\$19,794.56/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager

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Item	Origi	nal Unit \$	Ne	ew Unit \$	Dif	ference	% Savings	Additional Qty
7400/7410	\$	1,525.84	\$	1,323.60	\$	202.24	13%	250
7200/7210	\$	1,235.97	\$	1,235.97	\$	-	0%	165
WD19TB Dock	\$	227.00	\$	168.54	\$	58.46	26%	425
Lat 2-in-1 Keyboard	\$	100.00	\$	100.00	\$	-	0%	165
PN557W Active Pen	\$	42.00	\$	42.00	\$	-	0%	250
Lat 7200 Case	\$	42.00	\$	42.00	\$	-	0%	165
65-watt Air Adapter	\$	75.55	\$	75.00	\$	0.55	1%	50

Or	riginal \$	Ne	ew\$	Sa	avings
\$	381,460.00	\$	330,900.00	\$	50,560.00
\$	203,935.05	\$	203,935.05	\$	-
\$	96,475.00	\$	71,629.50	\$	24,845.50
\$	16,500.00	\$	16,500.00	\$	-
\$	10,500.00	\$	10,500.00	\$	-
\$	6,930.00	\$	6,930.00	\$	-
\$	3,777.50	\$	3,750.00	\$	27.50

\$ 719,577.55 \$ 644,144.55 **\$ 75,433.00**



Formal Bid and Award System

Award #3 May 7, 2020

Type of Award Request: INVITATION TO NEGOTIATE (STANDARD)

Request #: 6756

Requestor Name: Anderson, Bonnie J. (Dell)Williams, Clint J. - Manager Technical

Services (Cisco)

Requestor Phone: (904)665-7761, (904) 665-6028

Project Title: FY20 and FY21 Dell and Cisco Equipment and Support Purchases with

1 Year Support Contract

Project Number: 8006028, 30903

Project Location: JEA

Funds: CAPTIAL AND O&M

Award Estimate: \$350,000.00 (Dell), \$1,200,000.00 (CISCO)

Scope of Work:

The purpose of this Invitation to Negotiate (the "ITN") is to evaluate and select a vendor(s) for FY20 and FY21 Dell, HP, and Cisco equipment and support purchases which JEA estimates to purchase during a twelve month period. This request is to leverage contract spend for a minimum of one year to get fixed pricing on high use items, a percentage discount on unexpected items, and reduce the number of small informal spot buys and transactions. The ITN included all three (3) types of JEA standard equipment Dell, HP, and Cisco to allow the opportunity for one (1) reseller to provide all equipment at the best value to JEA and the list of resellers is the same. This award only includes Dell and Cisco, due to the HP part of the ITN being rescinded in a separate award due to the late discovery of obsolete items and will be rebid.

The specific JEA standard laptop related equipment will include Dell 7400 2-in-1, 7200 2-in-1 tablets with accessories, WD19TB and WD19 docks, active pens and auto/air adapters. Also JEA standard network related equipment will include Cisco Catalyst 9300 and Catalyst 9400, and IE4000 switches, and Aironet 1852I wireless access points. The JEA standard documents are attached as backup.

This award will positively affect the following JEA Measures of Value:

•Financial Value: Reduce long term operating expenses through replacing older, more inefficient and unreliable equipment.

IFB/RFP/State/City/GSA#: 039-20

Purchasing Agent: Garland, Brooke

Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Address	Phone	Amount
CDW (DELL)	John Vrablik	75 Remittance DR STE 1515, Chicago, IL 60675-1515	(877) 466- 6333	\$261,815.00
PRESIDIO NETWORK SOLUTIONS LLC (CISCO)	John Behee	8647 Baypine Road Building 1 Suite 100 , Jacksonville, FL 32256	(904) 638- 5610	\$1,207,540.95

Amount for entire term of Contract/PO: \$261,815.00 (Dell), \$1,207,540.95 (Cisco)

Award Amount for remainder of this FY: \$150,000.00 (Dell), \$402,513.65 (Cisco)

Length of Contract/PO Term: One (1) year w/ Two One (1) Year Renewals

Begin Date (mm/dd/yyyy): 05/08/2020 **End Date (mm/dd/yyyy):** 05/07/2021

Renewal Options: One (1) year w/ Two One (1) Year Renewals

JSEB Requirement: N/A

BIDDERS: Dell Part:

Vendor Name	Original Amount	Original Rank	BAFO Amount	BAFO Rank
CDW	\$261,815.00	1	\$261,815.00	1
ZONES	\$356,369.00	2	\$355,771.00	2
PRESIDIO	\$367,818.00	3	\$367,818.00	3
NETSYNC	\$385,080.00	4	N/A	N/A

Cisco Part:

Vendor Name	Original Amount	Original Rank	BAFO Amount	BAFO Rank
PRESIDIO	\$1,217,969.35	1	\$1,207,540.95	1
CDW	\$1,286,436.65	2	\$1,286,436.65	2
ZONES	\$1,557,839.60	3	\$1,557,839.60	3
NETSYNC	\$2,238,822.00	4	N/A	N/A

Background/Recommendations:

Advertised 03/23/2020. At Response opening on 04/07/2020, JEA received four (4) Responses for both Dell and Cisco and in both cases three (3) respondents CDW, Presidio, and Zones were shortlisted and invited to submit a Best and Final Offer (BAFO). The Responses were evaluated based upon price only, per type of equipment and evaluated as a potential combined opportunity. JEA determined awarding Dell to CDW and Cisco to Presidio separately provided the best value to JEA. A copy of the CDW/Dell and Presidio/Cisco Response Forms and Response Workbooks are attached as backup.

The CDW Dell BAFO response did not include a reduction from the original response. CDW is offering a 10-24% discount off list price on the Dell equipment and support including any additional related equipment not specifically listed in the workbook. The Presidio Cisco BAFO response did include a reduction cost savings of \$10,428.40 from the original response. Presidio is offering a 20-61% discount off list price on the Cisco equipment including any additional related equipment not specifically listed in the workbook. The comparable item pricing for both Dell and Cisco is similar to previous recent pricing for smaller spot buys.

Procurement tracks two different types of savings. The total cost difference is comparing the current pricing with the proposed pricing (+/-). The total sourcing savings is determined by negotiations, BAFO savings and value added savings. Below is the result for this award:

* Total cost difference: N/A

Budget Representative

* Total sourcing savings: \$10,428.40

039-20 - Request approval to award contracts to CDW to Dell Equipment and Support in the not to exceed amount of \$261,815.00, and to Presidio for the Cisco Equipment and Support in the not to exceed amount of \$1,207,540.95, subject to the availability of lawfully appropriated funds.

Date

Manager: Quarterman, Diane - Mgr Operations & Help Desk Support and

Williams, Clint J. - Manager Technical Services

Director: Datz, Stephen H. - Dir IT Infrastructure & Compliance Assurance

VP: Eads, Shawn W. - VP & Chief Information Officer

APPROVALS:		
Jonam	05/07/2020	
Chairman, Awards Committee		Date
Laure A Whitmer	5/7/2020	

039-20 APPENDIX A – RESPONSE FORM BAFO FY20 and FY21 Dell, HP, and Cisco Equipment Purchases, 1 Year term Contract

The Respondent shall submit all documents via email to: Brooke Garland at: garljb@jea.com. CDW Company Name: ____ Company's Address 120 S Riverside, Chicago IL 60606 Phone Number: 877-466-6333 FAX No: 312-705-9084 Email Address: johnvra@cdwg.com BID SECURITY REQUIREMENTS TERM OF CONTRACT None required ⊠One-Time Purchase Certified Check or Bond Five Percent (5%) Annual Requirements Other, Specify- Project Completion SAMPLE REQUIREMENTS SECTION 255.05, FLORIDA STATUTES CONTRACT BOND ■ None required ■ None required ☐ Samples required prior to Response Opening ☐ Bond required 100% of Bid Award ☐ Samples may be required subsequent to Bid Opening **QUANTITIES** INSURANCE REQUIREMENTS Ouantities indicated are exacting Quantities indicated reflect the approximate quantities to be purchased Insurance required Throughout the Contract period and are subject to fluctuation in accordance with actual requirements. PAYMENT DISCOUNTS □1% 20, net 30 □2% 10, net 30 Other_ X None Offered ENTER YOUR BID FOR THE FOLLOWING DESCRIBED ARTICLES OR SERVICES TOTAL BID PRICE Item No. FY20 and FY21 Dell, HP, and Cisco Equipment Purchases, 1 Year term Contract (Transfer from FY20 and FY21 Dell Equipment Purchases, 1 Year term Contract \$261,815.00 Appendix A - Response Workbook Dell Equipment BAFO) 1 FY20 and FY21 HP Equipment Purchases, 1 Year term Contract (Transfer from Appendix 2 A - Response Workbook HP Equipment BAFO) FY20 and FY21 Cisco Equipment Purchases, 1 Year term Contract (Transfer from \$1,286,436.65 3 Appendix A - Response Workbook Cisco Equipment BAFO \$1,548,251.65 TOTAL BID PRICE (All Dell, HP and Cisco Equipment BAFO) X I have read and understood the Sunshine Law/Public Records clauses contained within this solicitation. I understand that in the absence of a redacted copy my proposal will be disclosed to the public "as-is". RESPONDENT CERTIFICATION By submitting this Response, the Respondent certifies that it has read and reviewed all of the documents pertaining to this Solicitation, that the person signing below is an authorized representative of the Respondent Company, that the Company is legally authorized to do business in the State of Florida, and that the Company maintains in active status an appropriate contractor's license for the work (if applicable). The Respondent also certifies that it complies with all sections (including but not limited to Conflict Of Interest and Ethics) of this Solicitation. We have received addenda John Vrablik 04/18/2020 Handwritten Signature of Authorized Officer of Company or Agent Date through_ John Vrablik, Executive Account Manager_ Printed Name and Title

039-20 APPENDIX A – RESPONSE FORM BAFO FY20 and FY21 Dell, HP, and Cisco Equipment Purchases, 1 Year term Contract

		des inside shipping to: JEA: 21 West Church Street, Jacksonville, FL 32202 for all items seen bmitted below shall include any other associated costs. No additional fees shall apply.			CI	OW	
Item Number	Part Number	Item Description	Quantity	Discount% of Dell Retail/List Price		Unit Price	SubTotal
1	210-ARIK	Dell Thunderbolt Dock- WD19TB	100		\$	227.00	\$ 22,700.00
1.1	824-3984	Advanced Exchange Service, 3 Years					\$ -
1.2	824-3993	Dell Limited Hardware Warranty					\$ -
							\$ -
2		Latitude 7400 2-in-1	100		\$	1,525.84	\$ 152,584.00
2.1	210-ASQF	Dell Latitude 7400 2-in-1 XCTO					\$ -
2.2	379-BDKM	8th Generation Intel(R) Core(TM) i5-8365U Processor (4 Core,6MB Cache,1.6GHz,15W, vPro-Capable)					\$ -
2.3	619-AHKN	Win 10 Pro 64 English, French, Spanish					\$ -
2.4	340-CKSZ	No AutoPilot					\$ -
2.5	658-BCSB	Microsoft(R) Office 30 Days Trial					\$ -
2.6	338-BQUK	I5-8365U vPro, Thunderbolt, 16G memory					\$ -
2.7	338-BQUM	ODM Assembly Base					\$ -
2.8	631-ABYN	No Out-of-Band Systems Management					\$ -
2.9	631-ABYQ	Intel Sensor Solution					\$ -
2.1	370-AESY	16GB LPDDR3 2133MHz					\$ -
2.10	400-BDKQ	M.2 512GB PCIe NVMe Class 40 Solid State Drive					\$ -
2.11	575-BBXQ	PCIe SSD Bracket					\$ -
2.12	401-AAGM	No Additional Hard Drive					\$ -
2.13	658-BEDL	Control Vault 3, vpro					\$ -
2.14	391-BECK	14" FHD (1920x 1080) Touch Anti-Reflective & Anti-Smudge, IR Camera & Proximity-Sensor & Mic, SLP Narrow Bezel					\$ -
2.15	391-BEKB	Proximity Sensor Application vPro					\$ -
2.16	580-AHTT	US English Keyboard with Backlight					\$ -
2.17	570-AADK	No Mouse					\$ -
2.18	555-BESO	Intel(R) 9560AC Wireless Driver with Bluetooth					\$ -
2.19	555-BESD	Intel Dual Band Wireless AC 9560 (802.11ac) 2x2					\$ -
2.20	556-BBCD	No Mobile Broadband Card					\$ -

Appendix	A - Response Workb	pook (Dell) BAFO				
Bidder shall submit pricing that includes inside shipping to: JEA: 21 West Church Street, Jacksonville, FL 32202 for all items seen below to: garljb@jea.com. Pricing submitted below shall include any other associated costs. No additional fees shall apply.		CDW				
Item Number	Part Number	Item Description	Quantity	Discount% of Dell Retail/List Price	Unit Price	SubTotal
2.21	575-BBYC	No Mobile Broadband Card				\$ -
2.22	451-BCID	6 Cell 78 Whr ExpressCharge Capable				\$ -
2.23	492-BCOR	65W E5 Type-C Power Adapter				\$ -
2.24	346-BEXE	Palmrest, no security, Thunderbolt 3, 78Whr Battery				\$ -
2.25	817-BBBB	No FGA				\$ -
2.26	620-AAOH	No Media				\$ -
2.27	800-BBQK	BTO Standard Shipment (VS)				\$ -
2.28	389-BEYY	Regulatory Label included				\$ -
2.29	340-AAPP	Direct ship Info Mod				\$ -
2.30	340-CLIX	Shuttle Box				\$ -
2.31	340-CLJB	Shuttle Box				\$ -
2.32	340-CLJJ	Min config box				\$ -
2.33	340-CLRF	Mix Model Packaging DAO				\$ -
2.34	387-BBNM	ENERGY STAR Qualified				\$ -
2.35	340-CLGX	Quick Reference Guide				\$ -
2.36	340-ACQQ	No Option Included				\$ -
2.37	332-1286	US Order				\$ -
2.38	430-XXYG	No Resource DVD / USB				\$ -
2.39	389-BCGW	No UPC Label				\$ -
2.40	340-AGIK	Safety/Environment and Regulatory Guide (English/French Multi-language)				\$ -
2.41	389-DPGO	FCC Label				\$ -
2.42	658-BCUV	Dell Developed Recovery Environment				\$ -
2.43	658-BEER	Additional Software VPro				\$ -
2.44	450-AAEJ	US Power Cord				\$ -
2.45	354-BBBE	Bottom Cover				\$ -
2.46	452-BBSE	No Docking Station				\$ -

Bidder shall		des inside shipping to: JEA: 21 West Church Street, Jacksonville, FL 32202 for all items seen ibmitted below shall include any other associated costs. No additional fees shall apply.			CDW	
Item Number	Part Number	Item Description	Quantity	Discount% of Dell Retail/List Price	Unit Price	SubTotal
2.47	650-AAAM	No Anti-Virus Software				\$ -
2.48	389-CGBB	Intel(R) Core(TM) i5 Processor Label				\$ -
2.49	807-7362	Dell Limited Hardware Warranty Plus Service				\$ -
2.50	807-7429	ProSupport Plus: Accidental Damage Service, 3 Years				\$ -
2.51	807-7430	ProSupport Plus: Next Business Day Onsite, 3 Years				\$ -
2.52	807-7431	ProSupport Plus: Keep Your Hard Drive, 3 Years				\$ -
2.53	807-7432	ProSupport Plus: 7x24 Technical Support, 3 Years				\$ -
2.54	997-8367	Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115				\$ -
						\$ -
3	750-AATY	Dell Active Pen - PN557W	150		\$ 42.00	\$ 6,300.00
						\$ -
4		Dell Latitude 7200 2-in-1	50		\$ 1,235.97	\$ 61,798.50
4.1	210-ASRG	Dell Latitude 7200 2-in-1 XCTO				\$ -
4.2	379-BDKM	8th Generation Intel(R) Core(TM) i5-8365U Processor (4 Core,6MB Cache,1.6GHz,15W, vPro-Capable)				\$ -
4.3	619-AHKN	Win 10 Pro 64 English, French, Spanish				\$ -
4.4	340-CKSZ	No AutoPilot				\$ -
4.5	658-BCSB	Microsoft(R) Office 30 Days Trial				\$ -
4.6	421-9984	Dell Data Protection Encryption Personal Digital Delivery				\$ -
4.7	954-3455	Dell ProSupport for Software, Dell Data Protection Encryption Personal, 1 Year				\$ -
4.8	338-BRHX	8th Generation Intel Core i5-8365U and 8GB memory				\$ -
4.9	631-ACCJ	Intel vPro Technology Advanced Management Features				\$ -
4.10	631-ACCT	Intel Sensor Solution				\$ -
4.11	370-AENZ	8GB, onboard, LPDDR3, 2133MHz				\$ -
4.12	400-BCEC	M.2 256GB 2230 PCle Class 35 Solid State Drive				\$ -
4.13	400-BCEC	12.3" FHD (1920 x 1280) Anti-Glare Anti-Smudge				\$ -

Appendix	A - Response Workb	pook (Dell) BAFO				
		des inside shipping to: JEA: 21 West Church Street, Jacksonville, FL 32202 for all items seen ibmitted below shall include any other associated costs. No additional fees shall apply.			CDW	
Item Number	Part Number	Item Description	Quantity	Discount% of Dell Retail/List Price	Unit Price	SubTotal
4.14	580-ABIS	No Additional Keyboard				\$ -
4.15	570-AADK	No Mouse				\$ -
4.16	555-BEWD	Intel 9560AC Wireless Driver with Bluetooth				\$ -
4.17	555-BESD	Intel Dual Band Wireless AC 9560 (802.11ac) 2x2				\$ -
4.18	555-BEUS	Qualcomm Snapdragon X20 LTE (DW5821e)				\$ -
4.19	451-BCLQ	2 Cell 38Whr ExpressCharge Capable Battery				\$ -
4.20	492-BBXR	65W E5 Type-C Power Adapter				\$ -
4.21	817-BBBB	No FGA				\$ -
4.22	320-BCZD	Latitude 7200 2-in-1 without FPR/SmartCard/NFC, with uSIM				\$ -
4.23	800-BBQK	BTO Standard Shipment (VS)				\$ -
4.24	387-BBIT	ENERGY STAR Qualified				\$ -
4.25	340-ACQQ	No Option Included				\$ -
4.26	450-AAEJ	US Power Cord				\$ -
4.27	620-AALW	OS-Windows Media Not Included				\$ -
4.28	389-CGNN	Intel Core i5 vPRO Label				\$ -
4.29	452-BBSE	No Docking Station				\$ -
4.3	340-CMMF	Mix Config SHIP Material				\$ -
4.31	340-AGIK	Safety/Environment and Regulatory Guide (English/French Multi-language)				\$ -
4.32	389-BCGW	No UPC Label				\$ -
4.33	430-XXYG	No Resource DVD / USB				\$ -
4.34	389-DQLE	Intel Wireless 9560 Label				\$ -
4.35	340-CLXK	Quick Reference Guide				\$ -
4.36	460-BBEX	No Carrying Case				\$ -
4.37	658-BEHV	Additional Software Windows 10				\$ -
4.38	332-1286	US Order				\$ -
4.39	319-BBFS	RGB Camera				\$ -

		kbook (Dell) BAFO				
		ludes inside shipping to: JEA: 21 West Church Street, Jacksonville, FL 32202 for all items seen submitted below shall include any other associated costs. No additional fees shall apply.			CDW	
Item Number	Part Number	Item Description	Quantity	Discount% of Dell Retail/List Price	Unit Price	SubTotal
4.40	325-BDKU	LCD Bezel				\$ -
4.41	650-AAAM	No Anti-Virus Software				\$ -
4.42	807-7362	Dell Limited Hardware Warranty Plus Service				\$ -
4.43	807-7429	ProSupport Plus: Accidental Damage Service, 3 Years				\$ -
4.44	807-7430	ProSupport Plus: Next Business Day Onsite, 3 Years				\$ -
4.45	807-7431	ProSupport Plus: Keep Your Hard Drive, 3 Years				\$ -
4.46	807-7432	ProSupport Plus: 7x24 Technical Support, 3 Years				\$ -
4.47	997-8367	Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115				\$ -
						\$ -
5	580-AIBC	Keyboard for the Latitude 7200, US English, Customer Kit	50		\$ 100.00	
6	460-BCRL	Dell Commercial Grade Case for Latitude 7200 2-in-1	50		\$ 42.00	, ,
						\$ -
7	492-BBUN	Dell 65-Watt Auto Air Adapter - USB Type-C	150		\$ 75.55	\$ 11,332.50 \$ -
		All other Dell Equipment not specifically identified (please provide % discount)				-
8		Notebook Discount %		24		
8.1		Hardware Discount %				
8.2		Software Discount %				
8.3		Support/Warranty Discount %				
9		Desktop Discount %		24		
9.1		Hardware Discount %				
9.2		Software Discount %				
9.3		Support/Warranty Discount %				
10		Thin Client Discount %		13		
10.1		Hardware Discount %				

Bidder shall		des inside shipping to: JEA: 21 West Church Street, Jacksonville, FL 32202 for all items seen bmitted below shall include any other associated costs. No additional fees shall apply.			CDW		
Item Number	Part Number	Item Description	Quantity	Discount% of Dell Retail/List Price	Unit Price	SubTotal	
10.2		Software Discount %					
10.3		Support/Warranty Discount %					
11		Accessories Discount %		10			
11.1		Hardware Discount %					
11.2	·	Software Discount %					
11.3	•	Support/Warranty Discount %					
	TOTAL BID PRICE						

TOTAL BID PRICE	6 2(1.017.00
(Please transfer this amount to page one (1) of Appendix A - Response Form BAFO)	\$ 261,815.00

039-20 APPENDIX A – RESPONSE FORM BAFO FY20 and FY21 Dell, HP, and Cisco Equipment Purchases, 1 Year term Contract

The Respondent shall submit all documents via email to: Brooke Garland at: garljb@jea.com. Company Name: Presidio Networked Solutions LLC Company's Address 8161 Maple Lawn Boulevard #I50 Fulton, MD 20759 _ Email Address: jbehcc@presidio.com Phone Number: 904.638.5610 _FAX No: 904.638.5611 **BID SECURITY REQUIREMENTS** TERM OF CONTRACT None required ⊠One-Time Purchase Certified Check or Bond Five Percent (5%) Annual Requirements Other, Specify- Project Completion SAMPLE REQUIREMENTS SECTION 255.05, FLORIDA STATUTES CONTRACT BOND ■ None required ■ None required ☐ Samples required prior to Response Opening ☐ Bond required 100% of Bid Award ☐ Samples may be required subsequent to Bid Opening **OUANTITIES** INSURANCE REQUIREMENTS Quantities indicated are exacting Quantities indicated reflect the approximate quantities to be purchased Insurance required Throughout the Contract period and are subject to fluctuation in accordance with actual requirements. PAYMENT DISCOUNTS □1% 20, net 30 □2% 10, net 30 Other _ None Offered ENTER YOUR BID FOR THE FOLLOWING DESCRIBED ARTICLES OR SERVICES TOTAL BID PRICE Item No. FY20 and FY21 Dell, HP, and Cisco Equipment Purchases, 1 Year term Contract FY20 and FY21 Dell Equipment Purchases, 1 Year term Contract (Transfer from \$367,818.00 Appendix A - Response Workbook Dell Equipment BAFO) 1 (Dell) BAFO FY20 and FY21 HP Equipment Purchases, 1 Year term Contract (Transfer from Appendix \$932,349.72 A - Response Workbook HP Equipment BAFO) 2 (HP) BAFO FY20 and FY21 Cisco Equipment Purchases, 1 Year term Contract (Transfer from 3 Appendix A - Response Workbook Cisco Equipment BAFO \$1,207,540.95 (Cisco) BAFO TOTAL BID PRICE (All Dell, HP and Cisco Equipment BAFO) \$2,507,708.67 🛛 I have read and understood the Sunshine Law/Public Records clauses contained within this solicitation. I understand that in the absence of a redacted copy my proposal will be disclosed to the public "as-is". RESPONDENT CERTIFICATION By submitting this Response, the Respondent certifies that it has read and reviewed all of the documents pertaining to this Solicitation, that the person signing below is an authorized representative of the Respondent Company, that the Company is legally authorized to do business in the State of Florida, and that the Company maintains in active status an appropriate contractor's license for the work (if applicable). The Respondent also certifies that it complies with all sections (including but not limited to Conflict Of Interest and Ethics) of this Solicitation. Trina Dennis-Carlson 4/17/2020 We have received addenda Handwritten Signature of Authorized Officer of Company or Agent Date One through Four Trina Dennis-Carlson | Director of Government Contracts

Printed Name and Title

039-20 APPENDIX A – RESPONSE FORM BAFO FY20 and FY21 Dell, HP, and Cisco Equipment Purchases, 1 Year term Contract

ITN #039-20

Appendix A - Response Workbook (Cisco) BAFO

Bidder shall submit pricing that includes inside shipping to: JEA: 21 West Church Street, Jacksonville, FL 32202 for all items seen below to: garljb@jea.com. Pricing submitted below shall include any other associated costs. No additional fees shall apply.

Item Number	Part Number	Item Description	Quantity	Discount% of Cisco Retail/List Price	Unit Price	SubTotal
1	C9300-48U-A	Catalyst 9300 48-port UPOE, Network Advantage, full Layer 3	60	54.40%	\$ 5,038.80	\$ 302,328.00
2	C9300-NW-A-48	C9300 Network Advantage, 48-port license	60	0.00%	\$ -	\$ -
3	PWR-C1-1100WAC-P	1100W AC 80+ platinum Config 1 Power Supply	60	0.00%	\$ -	\$ -
4	PWR-C1-715WDC	DC Power supply for redundancy, spare	60	54.40%	\$ 684.00	\$ 41,040.00
5	SSD-120G=	Cisco pluggable USB3.0 SSD storage, spare	60	54.40%	\$ 684.00	\$ 41,040.00
6	C9300-DNA-A-48-5Y	C9300 DNA Advantage, 48-Port, 5 Year Term License	60	54.40%	\$ 2,863.68	\$ 171,820.80
7	C9300-NM-4G	Catalyst 9300 4 x 1GE SFP Network Module	60	54.40%	\$ 232.56	\$ 13,953.60
8	CAB-TA-NA=	AC power cord for Cisco Catalyst (North America)	60	0.00%	\$ -	\$ -
9	GLC-LH-SMD=	1000BASE-LX SFP w/DOM for Cisco®	60	54.40%	\$ 467.86	\$ 28,071.60
10	GLC-SX-MMD=	1000BASE-SX SFP w/DOM for Cisco®	60	54.40%	\$ 236.21	\$ 14,172.60
11	IE-4000-4GS8GP4G-E	IE 4000 4 x SFP 1G with 8 x 1G PoE, 4 x 1G Combo, LAN Base	10	54.40%	\$ 3,696.79	\$ 36,967.90
12	IE4000-DNA-A-M-5Y	Cisco DNA Advantage 5 year term license(up to 12 ports)	10	54.40%	\$ 948.48	\$ 9,484.80
13	PWR-IE170W-PC- AC=	170W AC 100-240V/2.3A 50-60Hz	10	54.40%	\$ 860.47	\$ 8,604.70
14	GLC-SX-MM-RGD=	1000BASE-SX MMF	10	54.40%	\$ 259.46	\$ 2,594.60
15	GLC-LX-SM-RGD=	1000BASE-LX/LH, MMF/SMF	10	54.40%	\$ 514.82	\$ 5,148.20
16	C9410R (=)	Cisco Catalyst 9400 Series 10 slot chassis, fan, no ps	5	54.40%	\$ 3,720.96	\$ 18,604.80
17	C9400-DNA-A-5Y	DNA Software Subscription	5	54.40%	\$ 9,767.52	\$ 48,837.60
18	CON-SNT-C9410R	SNTC-8X5XNBD Cisco Catalyst 9400	5	23.00%	\$ 3,725.95	\$ 18,629.75
19	C9400-SUP-1XL	Cisco Catalyst 9400 Series Supervisor 1 Module, full eigrp	5	54.40%	\$ 8,837.28	\$ 44,186.40
20	C9400-LC-48U	Cisco Catalyst 9400 Series 48-Port UPOE 10/100/1000 (RJ-45)	5	54.40%	\$ 4,186.08	\$ 20,930.40
21	C9400-LC-24S	Cisco Catalyst 9400 Series 24-Port Gigabit Ethernet(SFP)	5	54.40%	\$ 6,384.00	\$ 31,920.00
22	C9400-NW-A	Cisco Catalyst 9400 Network Advantage License	5	0.00%	\$ -	\$ -
23	S9400ULPEK9-166	Cisco Catalyst 9400 XE 16.6 Universal	5	0.00%	\$ -	\$ -
24	C9400-PWR-3200AC	Cisco Catalyst 9400 Series 3200W AC Power Supply (Data + PoE)	5	54.40%	\$ 930.24	\$ 4,651.20
25	C9410-RACK-19-KIT=	Cisco Catalyst 9400 Series 10 slot chassis Rack Mount	5	0.00%	\$ -	\$ -
26	CAB-L620P-C19-US	NEMA L6-20 to IEC-C19 14ft US	5	0.00%	\$ -	\$ -

ITN #039-20

Appendix A - Response Workbook (Cisco) BAFO

		des inside shipping to: JEA: 21 West Church Street, Jacksonville, FL 32202 for all items seen ibmitted below shall include any other associated costs. No additional fees shall apply.					
Item Number	Part Number	Item Description	Quantity	Discount% of Cisco Retail/List Price	Unit Price		SubTotal
27	AIR-AP1852I-B-K9	Cisco Aironet 1852I - wireless access point Note: JEA is willing to take the above equipment as individual units or in 3x10 packs	100	54.40%	\$ 508.90	\$	50,890.00
28	C9130AXI-x	Cisco Catalyst 9130 Access Point	200	54.40%	\$ 955.32	2 \$	191,064.00
28.1	D-DNAS-EXT-5Y	Cisco Digital Network Architecture Spaces - Term License	200	54.40%	\$ 456.00) \$	91,200.00
28.2	AIR-DNA-A-5Y	Cisco Digital Network Architecture Advantage - Term License	200	54.40%	\$ 57.00) \$	11,400.00
		All other Cisco Equipment not specifically identified (please provide % discount)					
29		Switch Discount %					
29.1		Hardware Discount %		49			
29.2		Software Discount %		49			
29.3		Support/Warranty Discount %		20			
30		Server Discount %					
30.1		Hardware Discount %		61			
30.2	Software Discount %			61			
30.3		Support/Warranty Discount %		20			
31		Security Discount %					
31.1		Hardware Discount %		49			
31.2		Software Discount %		49			
31.3		Support/Warranty Discount %		20			

TOTAL BID PRICE (Please transfer this amount to page one (1) of Appendix A - Response Form BAFO)

1,207,540.95

Certification of Standard, Proprietary or Original Equipment Manufacturer I tem

For Purchase Requisition No. ITN039-20

3-112 Procurement of Standard, Proprietary and Original Equipment Manufacturer Items.

A contract may be awarded for Supplies or Services with limited or no competition when the Supplies or Services:

- (a) have been selected as a JEA standard in the course of a standards program or through the action of a standards committee (standard); or
- (b) must be a certain type, brand, make or manufacture (proprietary); or

(c) must be obtained from the original equipment manufacturer, manufacturer's representative or a distributor authorized by the original equipment manufacturer because of the criticality of the item or compatibility within the JEA system (original equipment manufacturer).

Category

The procure	ement item is (check the a	ppropriate descripti	1011):		
<u>X</u> Sta	andard	Proprietary		Original Equip	ment Manufacturer
<u>Certification</u>					
I the unders	signed certify that the spec	cific supplies, servic	ces or co	onstruction descr	ribed in the above
referenced purchase	requisition are the only su	uch supplies, service	es or co	nstruction that w	vill fulfill the
intended need for the	e following reasons:				
All JEA standard net	twork switch, routing and	unified computing	systems	(UCS) are manu	ufactured by Cisco
Systems, Inc. The sp	ecific model numbers cha	nge frequently base	ed on us	ecase and hardw	vare generation.
The current series m	odel numbers are 9300 (si	mall sites/network o	closets),	9400 (large site	chassis switch),
IE4000 (industrial sv	witch), 1852I/9130AIX (w	vireless AP) and 51	08/M5(UCS).	
[s] Clint J Wil	lliams				5/4/2020
Signature of appoint	ed employee initiating the	purchase request			Date

This Certification shall be attached the purchase requisition when routed for approval. Approval of the purchase requisition shall constitute affirmation of this Certification.

Certification of Standard, Proprietary or Original Equipment Manufacturer I tem

3-112 Procurement of Standard, Proprietary and Original Equipment Manufacturer Items.

A contract may be awarded for Supplies or Services with limited or no competition when the Supplies or Services:

- (a) have been selected as a JEA standard in the course of a standards program or through the action of a standards committee (standard); or
- (b) must be a certain type, brand, make or manufacture (proprietary); or
- (c) must be obtained from the original equipment manufacturer, manufacturer's representative or a distributor authorized by the original equipment manufacturer because of the criticality of the item or compatibility within the JEA system (original equipment manufacturer).

Category

The procurement item is (check the appropriate description):	
X Standard Proprietary	Original Equipment Manufacture
<u>Certification</u>	
I the undersigned certify that the specific supplies, services or or eferenced purchase requisition are the only such supplies, services or or national need for the following reasons:	
Dell Latitude 7400 and 7200 are now the standard hardware, as well as docking stations, styluses	the associated accessories, i.e.
s Díane Quarterman,	
Manager, Operations and Help Desk	5/4/20
Signature of appointed employee initiating the purchase request	Date

This Certification shall be attached the purchase requisition when routed for approval. Approval of the purchase requisition shall constitute affirmation of this Certification.

Certification of Standard, Proprietary or Original Equipment Manufacturer Item

For Purchase Requisition No	
-----------------------------	--

3-112 Procurement of Standard, Proprietary and Original Equipment Manufacturer Items.

The procurement item is (check the appropriate description):

A contract may be awarded for Supplies or Services with limited or no competition when the Supplies or Services:

- (a) have been selected as a JEA standard in the course of a standards program or through the action of a standards committee (standard); or
- (b) must be a certain type, brand, make or manufacture (proprietary); or
- (c) must be obtained from the original equipment manufacturer, manufacturer's representative or a distributor authorized by the original equipment manufacturer because of the criticality of the item or compatibility within the JEA system (original equipment manufacturer).

Category

X	Standard	Propriet	ary	Ori	ginal Equipment Manufacturer
Certification	<u>on</u>				
above reference	,	ion are the only such	ŕ		truction described in the construction that will fulfill
	400 model line and essories, i.e. docking		now the	standard har	dware, as well as the
		sk			<u>10/20/20</u> Date

This Certification shall be attached the purchase requisition when routed for approval. Approval of the purchase requisition shall constitute affirmation of this Certification.

Date: <u>10/29/2020</u> Item# <u>5</u>



Formal Bid and Award System

Award # 5 October 29, 2020

Type of Award Request: CONTRACT AMENDMENT

Requestor Name: Dvoroznak, Michael T. - Mgr W/WW Reuse Treatment Maint Planning & Eng

Requestor Phone: (904) 665-8420

Project Title: General Engineering Services for Water Wastewater and Reclaimed Water

Plant Projects

Project Number: Various
Project Location: JEA

Funds: Capital, O&M

Award Estimate: N/A

Scope of Work:

General Engineering Services for Water, Wastewater, and Reclaimed Water Plant projects for small construction projects under \$2,000,000.00 and for engineering assistance for engineering analyses, reports and modeling work.

JEA IFB/RFP/State/City/GSA#: 070-16

Purchasing Agent: Kruck, Daniel Robert (Dan)

Is this a Ratification?:

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
ΙΔΟΟΟΓΙΔΤΕΟ	Jason Shepler	lichenler(a) mittaller com	580-1 Wells Rd. Orange Park FL 32073	(904) 278- 0030	\$930,000.00
SAWYER, P.C.	Burke	jcburke@hazenandsawyer.com	4110 Southpoint Blvd, No-219 Jacksonville FL 32216	(904) 296- 1503	\$230,000.00
CONSTANTINE ENGINEERING, LLC	Ted Horestine	tthortenstine@tcgeng.com	1089 Weset Morse Blvd, Suite A, Winter Park, FL 32789	(407) 478- 4642	\$740,000.00
HNGHNEERS	Dwayne Kreidler	dkreidler@carollo.com	200 East Robinson St., Suite 1400, Orlando, FL 32801	(904) 244- 5800	\$300,000.00

Amount of Original Award:\$3,600,000.00Date of Original Award:12/01/2016Contract Increase Amount:\$2,200,000.00

List of Previous Change Order/Amendments:

CDA#	Company		Current			
CPA#		05/24/2018	09/12/2019	10/30/2019	01/30/2020	Contract Total
160663	MITTAUER & ASSOCIATES, INC.	\$550,000.00	\$0.00	\$0.00	\$450,000.00	\$1,900,000.00
1 16066/1	HAZEN AND SAWYER, P.C.	\$550,000.00	\$79,336.00	\$9,690.67	\$200,000.00	\$1,739,026.67
	CONSTANTINE ENGINEERING, LLC	\$550,000.00	\$0.00	\$0.00	\$0.00	\$1,450,000.00
1 16065	CAROLLO ENGINEERS, INC.	\$550,000.00	\$0.00	\$0.00	\$0.00	\$1,450,000.00

New Not-To-Exceed Amount: \$8,739,026.67

Length of Contract/PO Term: Three (3) Years w/Two (2) – 1 Yr. Renewals

Begin Date (mm/dd/yyyy): 12/05/2016 **End Date (mm/dd/yyyy):** 12/04/2021

Renewal Options: N/A

JSEB Requirement: Evaluation Criterion (10%)

Comments on JSEB Requirements:

Constantine - 10% Mittauer - 10%

Hazen & Sawyer - 12.5%

Carollo - 12%

Background/Recommendations:

Originally bid and approved by Awards Committee on 12/01/2016 in the amount of \$3,600,000.00, to four (4) engineering firms (each firm awarded \$900,000.00). On 05/24/2018 a contract increase was approved by the Awards Committee for each engineering firm (each firm awarded an additional \$550,000.00). Administrative contract increases were approved on 09/12/2019 and 10/30/2019 to allow for design on urgent projects. On 01/30/2020 a contract increase was approved by the Awards Committee for \$650,000.00. A copy of the original and previous contract increase awards are attached as backup.

This award request is to authorize the last contract renewal and to increase the contract amounts for all four consultants. The state of Florida recently updated the Consultants Competitive Negotiations Act (CCNA) increasing the dollar value of projects continuing engineering contracts are able to be used on. This change in the CCNA statute will allow W/WW to use these four contracts for more projects than initially projected. The increase amount is based on projects that will require general engineering services for small construction projects under \$4,000,000.00 for water, wastewater, and reclaimed water facility improvements, and for engineering assistance for analyses, reports and modeling work. A proposed project list is attached for reference. The recommended award amounts for each firm were determined by reviewing the amount of work each firm has with JEA in an attempt to not strain the resources of any firm. Please refer to the table below for the proposed action for each firm.

Company	Original Award 12/1/2016	Current NTE	Proposed Increase	New Proposed NTE
Mittauer & Associates, Inc.	\$900,000.00	\$1,900,000.00	\$930,000.00	\$2,830,000.00

Hazen And Sawyer, P.C.	\$900,000.00	\$1,739,026.67	\$230,000.00	\$1,969,026.67
Constantine Engineering, LLC	\$900,000.00	\$1,450,000.00	\$740,000.00	\$2,190,000.00
Carollo Engineers, Inc.	\$900,000.00	\$1,450,000.00	\$300,000.00	\$1,750,000.00
Total	\$3,600,000.00	\$6,539,026.67	\$2,200,000.00	\$8,739,026.67

Request approval to award a renewal and contract increase to Mittauer & Associates, Inc. (\$930,000.00), Hazen & Sawyer, P.C. (\$230,000.00), Constantine Engineering, LLC (\$740,000.00) and Carollo Engineers, Inc. (\$300,000.00) for General Engineering Services for Water, Wastewater, and Reclaimed Water projects in the amount of \$2,200,000.00, for a new not to exceed amount of \$8,739,026.67, subject to the availability of lawfully appropriated funds.

GM:	Vu, Hai X. – Interim C	GM Water/Wastew	ater Systems
APPROV	ALS:		
9h	Norm	10/29/2020	
	n, Awards Committee		Date
Lum 1	A Viran	10/29/2020	
Budget R	epresentative		Date

Date: 01/30/2020 Item# 7



Formal Bid and Award System

Award # 7 January 30, 2020

Type of Award Request:

CONTRACT INCREASE

Request #:

6761

Requestor Name:

Mackey, Todd D. - Mgr W/WW Reuse Treatment Maint Planning & Eng

Requestor Phone:

(904) 665-4074

Project Title:

General Engineering Services for Water Wastewater and Reclaimed Water

Plant Projects

Project Number:

Various '

Project Location:

JEA

Funds:

Capital

Award Estimate:

N/A

Scope of Work:

General Engineering Services for Water, Wastewater, and Reclaimed Water Plant projects for small construction projects under \$2,000,000.00 and for engineering assistance for engineering analyses, reports and modeling work.

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

070-16

Purchasing Agent:

Kruck, Daniel Robert (Dan)

Is this a Ratification?:

NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
MITTAUER & ASSOCIATES INC.	Nenier	jshepler@mittauer.com	Orange Park FI 32073	(904) 278- 0030	\$450,000.00
ACCESS - 100	John Burke	jcburke@hazenandsawyer .com	4110 Southpoint Blvd, No-219 Jacksonville FL 32216	(904) 296- 1503	\$200,000.00

Amount of Original Award:

\$1,800,000.00

Date of Original Award:

12/01/2016

Contract Increase Amount:

\$650,000.00

List of Previous Change Order/Amendments:

CPA#	Company	Amount	Date
160663	MITTAUER & ASSOCIATES INC.	\$550,000.00	05/24/2018

160664	HAZEN AND SAWYER	\$550,000.00	05/24/2018
160664	HAZEN AND SAWYER	\$79,336.00	09/12/2019
160664	HAZEN AND SAWYER	\$9,690.67	10/30/2019

New Not-To-Exceed Amount:

\$3,639,026.67

Length of Contract/PO Term:

Three (3) Years w/Two (2) - 1 Yr. Renewals

Begin Date (mm/dd/yyyy):

12/05/2016

End Date (mm/dd/yyyy):

12/04/2020

Renewal Options:

One (1) 1 Yr. Renewal Available

JSEB Requirement:

Evaluation Criterion (10%)

Comments on JSEB Requirements:

Constantine - 10% Mittauer - 10%

Hazen & Sawyer - 12.5%

Carollo - 12%

Background/Recommendations:

Originally bid and approved by Awards Committee on 12/01/2016 in the amount of \$3,600,000.00, to four (4) engineering firms (each firm awarded \$900,000.00). On 05/24/2018 a contract increase was approved by the Awards Committee for each engineering firm (each firm awarded an additional \$550,000.00). A copy of the original and previous contract increase awards are attached as backup.

On December of 2019, JEA renewed all four contracts for an additional one (1) year term. Constantine Engineering and Carollo Engineers have remaining funds to last through the contract term. This award request is to increase the contract amounts for Hazen and Sawyer and Mittauer & Associates. This contract increase is due to due to heavy design workload, and will cover the next ten (10) months. The increase amount is based on projects that will require general engineering services for small construction projects under \$2,000,000.00 for water, wastewater, and reclaimed water facility improvements, and for engineering assistance for analyses, reports and modeling work for which these two firms are uniquely qualified, due to previous and existing work at the W/WW plants.

Request approval to award a contract increase to Mittauer & Associates, Inc. (\$450,000.00) and Hazen & Sawyer (\$200,000.00) for General Engineering Services for Water, Wastewater, and Reclaimed Water projects in the amount of \$650,000.00, for a new not to exceed amount of \$3,639,026.67, subject to the availability of lawfully appropriated funds.

Director:

Vu, Hai X. - Dir W/WW & Reuse Treatment

VP:

Calhoun Jr., Deryle I. - VP/GM Water Wastewater Systems

APPROVALS:

| 1/30/2020
| Chairman, Awards Committee | Date |
| Manager, Capital Budget Planning | Date |





Formal Bid and Award System

Award #3 May 24, 2018

Type of Award Request:

CHANGE ORDER

Request #:

6261

Requestor Name:

Collier, Bradley W. - Mgr WW Plants & Pump Stations E&C

Requestor Phone:

(904) 665-6493

Project Title:

General Engineering Services for Water Wastewater and Reclaimed Water Plant

Projects

Project Number:

Various

Project Location:

JEA

Funds:

Capital

Award Estimate:

N/A

Scope of Work:

General Engineering Services for Water, Wastewater, and Reclaimed Water Plant projects for small construction projects under \$2,000,000.00 and for engineering assistance for engineering analyses, reports and modeling work.

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

070-16

Purchasing Agent:

Kruck, Daniel Robert (Dan)

Is this a Ratification?:

NO

RECOMMENDED AWARDEE(S):

.10						
CPATE	Name	Contact Name	Email	Address	Phone	Amount
	IL NI SINIELD INI S	Ted Horenstine	thortenstine@tcgeng.com	NT Allougune FI	(850) 244- 5800	\$550,000.00
160663	MITTAUER & ASSOCIATES INC.	Jason Shepler	jshepler@mittauer.com	Orange Park FL 32073	(904) 278- 0030	\$550,000.00
	HAZEN AND		jcburke@hazenandsawyer .com	4110 Southpoint Blvd, No-219 Jacksonville FL 32216	(904) 296- 1503	\$550,000.00
		Dwayne Kreidler	dKreidler@carollo.com	1089 West Morse	(407) 232- 3989	\$550,000.00

Amount of Original Award:

\$3,600,000.00

Date of Original Award:

12/01/2016

Change Order Amount:

\$2,200,000.00

New Not-To-Exceed Amount:

\$5,800,000.00

Length of Contract/PO Term:

Three (3) Years w/Two (2) -1 Yr. Renewals

Begin Date (mm/dd/yyyy):

12/05/2016

End Date (mm/dd/yyyy):

12/04/2019

Renewal Options:

YES - Two (2) - 1 Yr. Renewals

JSEB Requirement:

Evaluation Criterion (10%)

Comments on JSEB Requirements:

Constantine - 10% Mittauer - 10% Hazen & Sawyer - 12.5% Carollo - 12%

Background/Recommendations:

Originally bid and approved by Awards Committee on 12/01/2016 in the amount of \$3,600,000.00, to four (4) engineering firms. A copy of the original award is attached as back-up.

This change order is due to due to heavy design workload, and will cover the next twelve (12) months to provide time for rebidding the package. The change order amount is based on a listing of projects that will require general engineering services for small construction projects under \$2,000,000.00 for water, wastewater, and reclaimed water facility improvements, and also for engineering assistance for engineering analyses, reports and modeling work. The hourly rates will remain the same as previously negotiated under the original award. A copy of the project listing is attached as backup.

Request approval to award a change order to Constantine Engineering, Mittauer & Associates, Inc., Hazen & Sawyer and Carollo Engineers for General Engineering Services for Water, Wastewater, and Reclaimed Water projects in the amount of \$2,200,000.00, for a new not to exceed amount of \$5,800,000.00, subject to the availability of lawfully appropriated funds.

Director:

Marshall, Raynetta C. - Dir, WWW Grid Project Eng & Construction

VP:

Roche, Brian J. - VP/GM Water Wastewater Systems

APPROVALS:

Chairman, Awards Committee

Date

Manager, Capital Budget Planning

Date





Formal Bid and Award System

Award #4

December 1, 2016

Type of Award Request:

PROPOSAL (RFP)

Request #:

569

Requestor Name:

Kowalski, David J.

Requestor Phone:

(904) 665-8356

Project Title:

General Engineering Services for Water Wastewater and

Reclaimed Water Projects

Project Number:

Various

Project Location:

JEA

Funds:

Capital and O&M

Award Estimate:

\$3,600,000.00 (budgetary amount)

Scope of Work:

JEA is soliciting Proposals for professional design and engineering services associated with water, wastewater and reclaimed water projects. JEA anticipates needing up to four (4) contracts to meet its future demand for this type of work that JEA may not have the manpower or expertise to handle internally.

The work is generally described as performing engineering and design services as requested from time to time by JEA for water, wastewater and reclaimed water projects for which the estimated construction cost of each individual project does not exceed \$2,000,000.00, or the professional service fees for an individual study do not exceed \$200,000.00 as set forth in Florida Statutes Section 287.055, known as the Consultants' Competitive Negotiation Act (CCNA).

Requisition Number:

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

070-16

Purchasing Agent:

Woyak, Nathan J

Is this a Ratification?:

NO

RECOMMENDED AWARDEE(S):

0a .6 Olele2
1 160663
1160664
a 160645

Name	Contact Name	Address	Phone	Amount
CONSTANTINE ENGINEERING INC	Ted Horenstine	311 State Road 16 St. Augustine FL 32080	(850) 244- 5800	\$900,000.00
MITTAUER & ASSOCIATES INC	Jason Shepler	580-1 Wells Rd, Orange Park, FL 32073	(904) 278- 0030	\$900,000.00
HAZEN AND SAWYER P C	John C Burke	4110 Southpoint Blvd, No- 219, Jacksonville, FL 32216	(904) 296- 1503	\$900,000.00
CAROLLO ENGINEERS INC	Dwayne Kreidler	1089 West Morse Blvd, Suite A, Winter Park FL 32789	(407) 478- 4642	\$900,000.00

Amount for entire term of Contract/PO:

\$3,600,000.00

Award Amount for remainder of this FY:

\$1,200.000.00

Length of Contract/PO Term:

Three (3) Years w/ Two (2) - One (1) Yr. Renewals

Begin Date (mm/dd/yyyy):

12/05/2016

End Date (mm/dd/yyyy):

12/04/2019

Renewal Options:

Yes - Two (2) - One (1) Yr. Renewals

Comments on JSEB Requirements:

Evaluation Criterion

Constantine: 10% - R E Holland 5%, CSI Geo 5%

Mittauer: 10% - R E Holland- 6%, Meskel & Associates- 4%

Hazen & Sawyer: 12.5% - R E Holland- 2.5%, Meskel & Associates- 2.5%, Four Waters Engineering- 2.5%,

Eng Engineering- 2.5%, C&ES- 2.5%

Carollo: 12% - C&ES- 10%, B.V. Group & Associates- 2%

BIDDER:

Name	Amount	Rank	Score
CONSTANTINE ENGINEERING INC	\$900,000.00	1	86.47
MITTAUER & ASSOCIATES INC	\$900,000.00	2	83.20
HAZEN AND SAWYER	\$900,000.00	3	82.73
CAROLLO ENGINEERS INC	\$900,000.00	4	81.73
JONES EDMUNDS	N/A	5	80.67
STANTEC	N/A	6	80.00
J. COLLINS	N/A	7	79.73
KIMLEY-HORN	N/A	8	79.53
CHP INC	N/A	9	77.93
APPLIED TECH	N/A	10	77.20
CH2M HILL	N/A	11	76.80
MOTT MACDONALD	N/A	12	76.73
GAI CONSULTANTS	N/A	13	76.53
GANNETT FLEMING	N/A	14	74.60
JACOBS ENGINEERING	N/A	15	73.73
MCKIM & CREED	N/A	16	70.33
FOUR WATERS	N/A	17	70.07
ALMOND ENGINEERING	N/A	18	59.40

Background/Recommendations:

Advertised 05/18/2016. Twenty-six (26) companies attended the mandatory pre-proposal meeting on 05/25/2016. At proposal opening on 06/21/2016, JEA received eighteen (18) proposals. QPL category WE1-Wastewater Treatment Plants and Pump Stations was utilized for the minimum qualification. The proposals were independently evaluated and scored, and approved at JEA's public evaluation meeting on 08/22/2016. Constantine Engineering Inc., Mittauer & Associates Inc., Hazen and Sawyer and Carollo Engineers Inc. are the top four (4) highest ranked companies.

Negotiations on standard labor rates based on project role, experience, and expertise were agreed upon, and the engineering fees will be negotiated utilizing those rates per project assigned. The rates from all four (4) firms are very competitive and compare to rates used for current work being performed. The evaluation matrix summary and negotiated standard labor rates are attached as back-up for each company.

070-16 - Request approval to award Constantine Engineering, Mittauer & Associates, Inc., Hazen and Sawyer, and Carollo Engineers a three (3) year contract in the amount of \$900,000.00 each, for a total award amount of \$3,600,000.00, subject to the availability of lawfully appropriated funds.

Manager:

Peugh, Gregory L. - Mgr W/WW Reuse Treatment Maint Plan & Eng

Director:

Calhoun Jr., Deryle I. - Dir, Water, Wastewater & Reuse Treatment

12-1-16

VP:

Roche, Brian J. - VP/GM Water Wastewater Systems

APPROVALS:

Chairman, Awards Committee.

Date

Manager, Capital Budget Planning

Date

070-16 General Engineering Services for Water Wastewater and Reclaimed Water Projects

Vendor Rankings	Greg Peugh	Raynetta Marshall	Mickhael Sulayman	Total	Average	Rank
Constantine	75.00	93.20	91.20	259.40	86.47	1
Mittauer	82.40	87.20	80.00	249.60	83.20	2
Hazen and Sawyer	82.20	88.40	77.60	248.20	82.73	3
Carollo Eng	78.60	94.00	72.60	245.20	81.73	4
Jones Edmunds	76.00	90.00	76.00	242.00	80.67	5
Stantec	74.20	87.80	78.00	240.00	80.00	6
J. Collins	70.00	90.60	78.60	239.20	79.73	7
Kimley-Horn	76.20	92.80	69.60	238.60	79.53	8
CHP Inc	69.80	88.80	75.20	233.80	77.93	9
Applied Tech	77.80	76.80	77.00	231.60	77.20	10
CH2M Hill	68.20	86.60	75.60	230.40	76.80	11
Mott MacDonald	65.80	83.80	80.60	230.20	76.73	12
GAI Consultants	68.40	80.80	80.40	229.60	76.53	13
Gannett Fleming	67.40	86.80	69.60	223.80	74.60	14
Jacobs Eng	67.00	84.60	69.60	221.20	73.73	15
McKim & Creed	65.20	80.60	65.20	211.00	70.33	16
Four Waters	67.40	75.80	67.00	210.20	70.07	17
Almond Engineering	60.00	67.20	51.00	178.20	59.40	18

Greg Peugh	Professional Staff Experience (30 Points)	Company Experience (30 Points)	Design Approach and Work Plan (25 Points)	Primary Project Manager-Engineer of Record Proximity to JEA (5 Points)	JSEB (5 Points)	Value of Work Previously Awarded (5 Points)	Total	Rank
Almond Engineering	20.00	13	12	5	5	5	60.00	18
Applied Tech	21.80	24	19	5	4	4	77.80	4
Carollo Eng	23.60	25	17	4	4	5	78.60	3
CH2M Hill	23.20	17	19	5	4	0	68.20	12
Constantine	24.00	19	18	5	4	5	75.00	7
CHP Inc	21.80	19	15	5	4	5	69.80	10
Four Waters	18.40	20	14	5	5	5	67.40	13
GAI Consultants	22.40	17	15	5	4	5	68.40	11
Gannett Fleming	22.40	17	14	5	4	5	67.40	13
Hazen and Sawyer	25.20	27	22	3	4	1	82.20	2
J. Collins	24.00	19	13	5	5	4	70.00	9
Jacobs Eng	23.00	20	14	5	4	1	67.00	15
lones Edmunds	24.00	24	16	5	4	3	76.00	6
Kimley-Horn	22.20	23	17	5	4	5	76.20	5
McKim & Creed	24.20	14	14	4	4	5	65.20	17
Mittauer	24.40	23	22	5	4	4	82.40	1
Mott MacDonald	22.80	19	15	5	4	0	65.80	16
Stantec	22.20	20	18	5	4	5	74.20	8

Raynetta Marshall	Professional Staff Experience (30 Points)	Company Experience (30 Points)	Design Approach and Work Plan (25 Points)	Primary Project Manager-Engineer of Record Proximity to JEA (5 Points)	JSEB (5 Points)	Value of Work Previously Awarded (5 Points)	Total	Rank
Almond Engineering	19.20	16	17	5	5	.5	67.20	18
Applied Tech	21.80	22	20	5	4	4	76.80	16
Carollo Eng	28.00	30	23	4	4	5	94.00	1
CH2M Hill	25.60	27	25	5	4	0	86.60	11
Constantine	29.20	26	24	5	4	5	93.20	2
CHP Inc	24.80	29	21	5	4	5	88.80	6
Four Waters	20.80	20	20	5	5	5	75.80	17
GAI Consultants	24.80	21	21	5	4	5	80.80	14
Gannett Fleming	26.80	23	23	5	4	5	86.80	10
Hazen and Sawyer	28.40	27	25	3	4	1	88.40	7
J. Collins	28.60	27	21	5	5	4	90.60	4

Jacobs Eng	25.60	26	23	5	4	1	84.60	12
Jones Edmunds	27.00	26	25	5	4	3	90.00	5
Kimley-Horn	27.80	27	24	5	4	5	92.80	3
McKim & Creed	26.60	18	23	4	4	5	80.60	15
Mittauer	28,20	26	20	5	4	4	87.20	9
Mott MacDonald	26.80	25	23	5	4	0	83.80	13
Stantec	24.80	27	22	5	4	5	87.80	8

Mickhael Sulayman	Professional Staff Experience (30 Points)	Company Experience (30 Points)	Design Approach and Work Plan (25 Points)	Primary Project Manager-Engineer of Record Proximity to JEA (5 Points)	JSEB (5 Points)	Value of Work Previously Awarded (5 Points)	Total	Rank
Almond Engineering	16.00	11	9	5	5	5	51.00	18
Applied Tech	22.00	23	19	5	4	4	77.00	8
Carollo Eng	23.60	20	16	4	4	5	72.60	12
CH2M Hill	24.60	25	17	5	4	0	75.60	10
Constantine	27.20	27	23	5	4	5	91.20	1
CHP Inc	21.20	21	19	5	4	5	75.20	11
Four Waters	20.00	15	17	5	5	5	67.00	16
GAI Consultants	23.40	22	21	5	4	5	80.40	3
Gannett Fleming	23.60	16	16	5	4	5	69,60	13
Hazen and Sawyer	25.60	24	20	3	4	1	77.60	7
J. Collins	26.60	20	18	5	5	4	78.60	5
Jacobs Eng	23.60	18	18	5	4	1	69.60	13
lones Edmunds	24.00	23	17	5	4	3	76.00	9
Kimley-Horn	22.60	20	13	5	4	5	69.60	13
McKim & Creed	21.20	14	17	4	4	5	65.20	17
Mittauer	24.00	24	19	5	4	4	80.00	4
Mott MacDonald	24.60	25	22	5	4	0	80.60	2
Stantec	23.00	24	17	5	4	5	78.00	6

Overall Averages	Professional Staff Experience (30 Points)	Company Experience (30 Points)	Design Approach and Work Plan (25 Points)	Primary Project Manager-Engineer of Record Proximity to JEA (5 Points)	JSEB (5 Points)	Value of Work Previously Awarded (5 Points)	Total
Almond Engineering	18.40	13.33	12,67	5.00	5.00	5.00	59.40
Applied Tech	21.87	23.00	19.33	5.00	4.00	4.00	77.20
Carollo Eng	25.07	25.00	18.67	4.00	4.00	5.00	81.73
CH2M Hill	24.47	23.00	20.33	5.00	4.00	0.00	76.80
Constantine	26.80	24.00	21.67	5.00	4.00	5.00	86.47
CHP Inc	22.60	23.00	18.33	5.00	4.00	5.00	77.93
Four Waters	19.73	18.33	17.00	5.00	5.00	5.00	70.07
GAI Consultants	23.53	20.00	19.00	5.00	4.00	5.00	76.53
Gannett Fleming	24.27	18.67	17.67	5.00	4.00	5.00	74.60
Hazen and Sawyer	26.40	26.00	22.33	3.00	4.00	1,00	82.73
I. Collins	26.40	22.00	17.33	5.00	5.00	4.00	79.73
lacobs Eng	24.07	21.33	18.33	5.00	4.00	1.00	73.73
ones Edmunds	25.00	24,33	19.33	5.00	4.00	3.00	80.67
(imley-Horn	24.20	23.33	18.00	5.00	4.00	5.00	79.53
McKim & Creed	24.00	15.33	18.00	4.00	4.00	5.00	70.33
Viittauer	25.53	24.33	20.33	5.00	4.00	4.00	83.20
Mott MacDonald	24.73	23.00	20.00	5.00	4.00	0.00	76.73
itantec	23.33	23.67	19.00	5.00	4.00	5.00	80.00



November 22, 2016

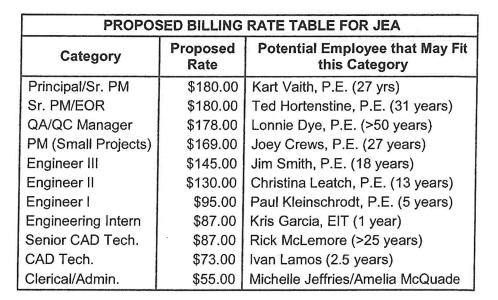
Mr. Greg Peugh, P.E. Manager Water Wastewater Reuse Treatment Maintenance Planning and Engineering, JEA 4215 Talleyrand Avenue Jacksonville, FL 32201

RE:

Proposed Rates for General Engineering Services for Water, Wastewater, and Reclaimed Water (RFQ #070-16)

Dear Mr. Peugh:

As you are aware, Constantine was selected for the above referenced project for General Engineering Services for Water Wastewater and Reclaimed Water (RFQ #070-16). Based upon our discussions today, Constantine is pleased to provide the following revised rates for your consideration:



Reimbursables:

Category

Application

Mileage

Trips to project sites and/or other project related

activities

Annual Escalation:

As Approved by JEA purchasing based on the CPI

for the Jacksonville Area



311 State Road 16 St. Augustine, FL 32084



904-562-2185



www.tcgeng.com

	JE <i>A</i>	General Engineering Ser Billing Rate Schedule - 2		t					
	Carollo Personnel (Name)	Labor Category	Years of Experience		Billing Rate	ī	Range (\$) ¡ Min	oer C	ategory Max
	Andrew DeVries	Assistant Professional	1	\$	92.00	\$	90.00	\$	110.00
	Pranjali Kumar	Assistant Professional	2	\$	95.00		(1 to 5 yrs	ехр	erience)
	Cassandra (Tyler) Smith	Assistant Professional	2	\$	96.00				
	Sarah Burns	Assistant Professional	2	\$	96.00				
	Jon DeArmond	Assistant Professional	3	\$	106.00				
	Erica Stone	Professional	8	\$	127.00	\$	110.00	\$	130.00
	Brent White	Professional	8	\$	122.00		(6 to 10 yrs	ехр	erience)
пg	William Marshall	Project Professional	14	\$	158.00	\$	130.00	\$	160.00
Engineering	Laura Baumberger	Project Professional	15	\$	160.00	(11 to 15 yr	s exp	erience)
gin	Dean Milton	Lead Professional	16	\$	160.00	\$	160.00	\$	180.00
띧	Dwayne Kreidler	Lead Professional	20	\$	177.00	(16 to 25 yrs	exp	erience)
	Rich Warner	Lead Professional	19	\$	170.00		1 2 1 2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		Service Control
	Sudhan Paranjape	Lead Professional	20	\$	177.00				
	Eric Peters	Lead Professional	23	\$	179.00				
	David Ammerman	Senior Professional II	26	\$	205.00	\$	205.00	\$	205.00
	Rod Reardon	Senior Professional II	38	\$	205.00		(25+ yrs e	xper	ience)
	Larry Elliott	Senior Professional II	34	\$	205.00				
	Robert Morroni	Senior Professional II	38	\$	205.00				
QA/QC	TBD (Based on Project)	QA/QC Process	25+	\$	180.00	\$	180.00	\$	195.00
	Anthony Morroni	QA/QC Electrical	45	\$	195.00		(25+ yrs e	xperi	ience)
gc a	TBD	Technician	<5	\$	82.00	\$	82.00	\$	85.00
Drafting /CADD	Doug Perry	Designer	8	\$	90.00	\$	86.00	\$	92.00
	Quinton Roberts	Senior Designer	16	\$	109.00	\$	93.00	\$	110.00
	TBD	Adminstration Assistant	<5	\$	66.00	\$	59.00	\$	66.00
Admin & Clerical	Allison Francisco	Sr Admin. Assistant	9	\$	81.00	\$	67.00	\$	85.00
der Ger	Mary Ann Wandling	Word Processor	11	\$	79.00	\$	70.00	\$	87.00
₹ ∪	Nancy Maze	Sr Word Processor	27	\$	88.00	\$	88.00	\$	88.00

	Projects f	or 070-16 General Engineer	ing Contracts		
Location	Project Title	Estimated Cost	Engineering Cost (est)	Utilize this Contract?	Notes
Arlington East	Replace Secondary MCC	\$600,000	\$80,000	Υ	
Arlington WTP	Aerator Replacement	\$100,000	\$15,000	Y	
Blacks Ford	UV Replacement	\$800,000	\$50,000	Y	
Blount Island	Fire Protection System Upgrade	\$4,300,000	\$430,000	N	too large for gen svcs contract
Buckman	Grit Removal Engineering Study	\$50,000	\$50,000	Υ	3 3
Buckman	Biosolids Reuse Piping Ph. II	\$200,000	\$30,000	Υ	
Buckman	Biosolids Raw tank lid and rehab	\$1,000,000	\$100,000	N	
Buckman	Primary and cross collector tank	\$750,000	\$112,500	Υ	
Buckman	Effluent Pump and Outfall Study		\$100,000	Υ	
District 2	Emergency Power for Blowers and UV	\$2,000,000	\$250,000	N	too large for gen svcs contract
Highlands	Total Organic Carbon Testing and Treatment		\$100,000	Υ	
Julington Creek	GST Rehab	\$400,000	\$60,000	Y	
Julington Creek	Grounding System/Lightning Protection	\$400,000	\$80,000	Υ	
Mandarin	Recycle Pumps Replacement #4	\$300,000	\$45,000	Υ	
Mandarin	Recoat Basins	\$250,000	\$37,500	Y	Engineering needed?
Mandarin	Diffusers and Diffuser Piping	\$350,000	\$35,000	Υ	
Mandarin	Blower Control Upgrades & Piping Repair	\$500,000	\$50,000	Υ	
Mandarin	Filter Feed Pump Replacement	\$650,000	\$30,000	Υ	
Mandarin	Influent Pump Replacement	\$500,000	\$30,000	Y	
Monterey	UV Replacement	\$780,000	\$78,000	Υ	
Monterey	Bar Screen Replacement	\$700,000	\$70,000	Υ	
Nassau	Permeate Piping Modifications	\$800,000	\$80,000	Υ	
Plants - Various	Water Standards		\$100,000	Υ	
Plants - Various	Generate PDs		\$50,000	Υ	
Plants - Various	Operational Assistance		\$100,000	Υ	
Ponte Vedra	UV Canopy and Crane	\$300,000	\$40,000	Υ	
Ponte Vedra	Package Plant Relocation	\$1,200,000	\$120,000	Υ	
Royal Lakes WTP	Resevour Inspection and Rehab	\$500,000	\$75,000	Υ	
Southwest	Stair Replacement	\$435,000	\$65,250	N	currently underway
Total			\$2,463,250		
			\$615,813	increase /company	

\$1,718,000	revised costs and NO
\$2,463,250	revised costs and NO & Yes

Summary: Use \$2.2M total which will include come contingency for unaccounted design efforts; or \$550k per each of the 4 Consultants

Project	Index Number
Talleyrand Ave PS Phase I	180-36A
Buckman Fine Screen Replacement	711-49
D2 WRF - South Headworks	138-09
Monterey WRF - UV System	131-04
Copper Circle Class 1 PS - FDOT I95 widening	TBD
Highlands WTP - DBP/THM Investigation	123-03
Total Organic Carbon study at WTPs	OM
Buckman Process Air/Aeration Bay Piping	870-01
Mandarin Influent Pump Station Rehab (pumps, mixers, gates)	870-01
BNR Enhancement (automate air to lower TN)	870-01
Mandarin Sand Filters Retrofit	870-01
Mandarin River UV	870-01
Buckman Biosolids Process Evaluation	711-01
Twin Creeks P.S. Upgrade	180-56
Blacks Ford Filters to Headworks Redesign	870-01
Nassau Alum Tank Concrete Pad Design	870-01
DII Primary Clarifier 1 Rehab	870-01
Buckman Influent PS Rehab (bar screen/channel wetwell)	870-01
Buckman Primary Clarifier Concrete Repair	870-01
Mandarin Sludge Tank Rehab	138-10
Baymeadows PS Rehab	180-53
Bartram RW - Augmentation Well	TBD

Date: <u>10/29/2020</u> Item# <u>6</u>



Formal Bid and Award System

Award #6 October 29, 2020

Type of Award Request: INVITATION FOR BID (IFB)

Requestor Name: Jamila Akrayi - Mgr Project Manage

Requestor Phone: 904-403-8066

Project Title: SJRPP Decommissioning - BSA Closure

Project Number: 8004361
Project Location: JEA
Funds: O&M

Budget Estimate: \$5,600,000.00

Scope of Work:

This solicitation is for the decommissioning of the byproducts storage area at the St. John's River Power (SJRPP), ("Work").

This Solicitation provides detailed descriptions of the bid items for the Work to be conducted related to the closure construction for Byproduct Storage Area B (BSA-B) at the St. Johns River Power Park in accordance with the Contract Documents. All costs for items of Work that are not specifically mentioned as included in the listed bid item shall be included in the listed bid item most closely related to the Work involved. The lump sum price and payment made for each item listed shall constitute full compensation for furnishing all labor, materials, and equipment, and performing any associated Contractor quality control, environmental protection, meeting safety requirements, and for performing all Work required for which separate payment is not otherwise provided.

The Work consist of, but is not limited to the following:

- Excavation and relocation of coal combustion residual wastes located outside the final limit of waste boundary as shown on the drawings, including placement and compaction of excavated materials within the BSA-B limit of waste boundary.
- Construction of the containment berm and perimeter ditch on the northern and western sides of BSA-B.
- Excavation of storm water Pond A to the lines and grades shown on the drawings. Clean excavated materials may be used for general fill. Work also includes the removal/abandonment of two existing control structures.
- Abandonment and demolition of the contact water force main and associated pump station. Work also includes
 the removal of sediments from the contact water ponds and grading of contact water ponds to the grades and lines
 shown in the drawings.
- Grading and compaction of the final cover subgrade to the lines and grades shown on the drawings.
- Installation of the LLDPE cover system with 18-inch thick granular fill protective cover and 6-inch thick topsoil and sod. The closure system includes a layer of geotextile above the LLDPE with toe drain system as indicated on the plans. Work also includes construction of rim and final cover bench ditches with underdrain piping.

• Installation of stormwater management system components including downlet pipes, transition structures, energy dissipators, and culverts. Work also includes grading of perimeter ditch channels.

A complete scope of work is listed in the Appendix A Technical Specification attached to this solicitation.

JEA IFB/RFP/State/City/GSA#: 071-20

Purchasing Agent: Lovgren, Rodney

Is this a Ratification?:

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
J.B. Coxwell	Donald P.	DonaldS@	6741 Lloyd Road	(904) 786-	\$5,960,226.00
Contracting	Spencer	jbcoxwell.com	West, Jacksonville, FL	1120	
Inc			32254		

Amount for entire term of Contract/PO: \$5,960,226.00

Award Amount for remainder of this FY: \$5,960,226.00

Length of Contract/PO Term: Project Completion

Begin Date (mm/dd/yyyy): 12/01/2020 **End Date (mm/dd/yyyy):** 04/01/2021

Renewals: N/A

JSEB Requirement: Goal – 10%

Donna J. Hamilton – Pipe Supplier 2.4% DJ Contracting – Trucking 7.6%

BIDDERS:

Name	Bid Amount
J.B. COXWELL	\$5,960,226.00
ODIN CONSTRUCTION SOLUTIONS LLC	\$6,860,000.00
TETRA TECH EC, INC.	\$8,482,000.00
THALLE CONSTRUCTION CO, INC.	\$9,537,403.25

Background/Recommendations:

Advertised on 02/12/2020. Eleven (11) prime companies attended the optional WebEx prebid. Nine (9) prime companies completed the mandatory site visit. At proposal opening on 10/13/2020, JEA received four (4) Bids. JEA determined J.B. Coxwell Contractors Inc to be the lowest priced Responsive and Responsible Bidder. A copy of the Bid Form is attached as backup.

The work was bid on a lump sum basis per line item in the Bid Workbook with a forecast tonnage per CAD files and JEA take offs. At the commencement of the contract, the Contractor may survey (subject to vetting by JEA's third part PM – APTIM) and determine if any volume variance of significance exists. Any variance of greater than 1% of volumes to be moved, will be adjusted on a prorated basis up or down for payments on the specific bid item line.

The price is higher than the budget amount due to pond closure being required to complete the project and was not included in the original estimate. Considering the additional work price is deemed to be reasonable.

071-20 - Request approval to award a contract to J.B. Coxwell Contracting Inc, for SJRPP Demolition - BSA Closure in the amount of \$5,960,226.00, subject to the availability of lawfully appropriated funds.

Manager: Akrayi, Jamila - Mgr Project Manage

Limbaugh, Margaret Z. - Dir Energy Project **Director:** Sr. Director: Acs, Gabor - Sr Dir Engineering & Projects

Chief: Erixton, Ricky D. - Interim General

APPROVALS:		
Johnson	10/29/2020	-
Chairman, Awards Committee		Date
Lany A Viran	10/29/2020	-
Budget Representative		Date

Appendix B - Bid Form 071-20 St. John's River Power Park Byproducts Storage Area Decommissioning

Submit an electronic version (pdf and excel version of the bid workbook / schedule of values) via the secured link obtained via the bid office. Company Name: J.B. Coxwell Contracting, inc. Company's Address 6741 Lloyd Road West, Jacksonville, FL 32254 License Number: GC: CGC059919, UG: CUC053986 Phone Number: 904-786-1120 FAX No: 904-783-2970 Email Address: estimating@jbcoxwell.com BID SECURITY REQUIREMENTS TERM OF CONTRACT None required One Time Purchase Certified Check or Bond Five Percent (5%) Annual Requirements Other, Specify - Project Completion SECTION 255.05, FLORIDA STATUTES CONTRACT BOND SAMPLE REQUIREMENTS None required None required Bond required 100% of Bid Award Samples required prior to Response Opening Samples may be required subsequent to Bid Opening **OUANTITIES** INSURANCE REQUIREMENTS Quantities indicated are exacting Quantities indicated reflect the approximate quantities to be purchased Insurance required Throughout the Contract period and are subject to fluctuation in accordance with actual requirements. PAYMENT DISCOUNTS 1% 20, net 30 2% 10. net 30 Other None Offered TOTAL BID PRICE **Description of Services** Total Bid Price for Work as described in this Solicitation from the Schedule of Values \$ 5,960,226.00 (Appendix B Bid Workbook) X I have read and understood the Sunshine Law/Public Records clauses contained within this solicitation. I understand that in the absence of a redacted copy my proposal will be disclosed to the public "as-is". **BIDDER CERTIFICATION** By submitting this Bid, the Bidder certifies that it has read and reviewed all of the documents pertaining to this Solicitation, that the person signing below is an authorized representative of the Bidding Company, that the Company is legally authorized to do business in the State of Florida, and that the Company maintains in active status an appropriate contractor's license for the work (if applicable). The Bidder also certifies that it complies with all sections (including but not limited to Conflict Of Interest and Ethics) of this Solicitation. 11/13/2020 We have received addenda Handwritten Signature of Authorized Officer of Company or Agent Date through_ Garland F. Chick, Jr., Vice President Printed Name and Title

ST. JOHNS RIVER POWER PARK BYPRODUCT STORAGE AREA B CLOSURE

BID ITEM FORM

Item No.	Bid Item Description	Units	Total Bid Amount (\$)
1	Mobilization/Demobilization	LS	\$418,085.95
2	Surveying	LS	\$155,000.00
3	Construction Erosion Contorl Measures	LS	\$62,500.00
4	CCR Material Relocation	LS	\$221,706.00
5	Containment Berm Grading	LS	\$225,115.40
6	Final Cover Subgrade Grading	LS	\$458,280.00
7	Final Cover Liner Installation	LS	\$1,762,800.00
8	Final Cover Soil	LS	\$574,368.00
9	Pond A Expansion	LS	\$398,401.50
10	Contact Water Pond Grading	LS	\$57,365.00
11	Limerock Access Road & Ramp	LS	\$127,575.00
12	Downlet Piping	LS	\$336,600.00
13	Cover Drain System	LS	386,500.40
14	Energy Dissipators	LS	\$14,490.00
15	Riprap and Final Cover Erosion Control Measures	LS	\$38,970.00
16	Permieter Ditch Grading	LS	\$42,880.00
17	Grassing	LS	\$598,000.00
18	Contact Water Pond Pump Station Demolition	LS	\$8,035.10
19	Forcemain Abdandonment/Demolition	LS	\$29,022.50
20	Working Face Contact Water Piping Removal	LS	\$44,531.25
	Total Lump Sum Bid Price (Sum of Items 1 through 20)	LS	\$5,960,226.00

See Technial Specifiaiton Section 01025 for Bid Item Descriptions

ST. JOHNS RIVER POWER PARK BYPRODUCT STORAGE AREA B CLOSURE

BID ITEM FORM

Item No.	Bid Item Description	Units	Total Bid Amount (\$)
1	Mobilization/Demobilization	LS	
2	Surveying	LS	
3	Construction Erosion Contorl Measures	LS	
4	CCR Material Relocation	LS	
5	Containment Berm Grading	LS	
6	Final Cover Subgrade Grading	LS	
7	Final Cover Liner Installation	LS	
8	Final Cover Soil	LS	
9	Pond A Expansion	LS	
10	Contact Water Pond Grading	LS	
11	Limerock Access Road & Ramp	LS	
12	Downlet Piping	LS	
13	Cover Drain System	LS	
14	Energy Dissipators	LS	
15	Riprap and Final Cover Erosion Control Measures	LS	
16	Permieter Ditch Grading	LS	
17	Grassing	LS	
18	Contact Water Pond Pump Station Demolition	LS	
19	Forcemain Abdandonment/Demolition	LS	
20	Working Face Contact Water Piping Removal	LS	
	Total Lump Sum Bid Price (Sum of Items 1 through 20)	LS	

See Technial Specifiaiton Section 01025 for Bid Item Descriptions

Date: <u>10/29/2020</u> Item# <u>7</u>



Formal Bid and Award System

Award #7 October 29, 2020

Type of Award Request: SOLE SOURCE

Request #: N/A

Requestor Name: Patricia Murphy – Electrical Systems Engineer

Requestor Phone: (904)-665-7289

Project Title: 4kV Switchgear for Park & King Substation

Project Number: 8006124
Project Location: JEA
Funds: Capital
Budget Estimate: \$450,000.00

Scope of Work:

As a Part of the rehabilitation of the JEA Park and King 13.2/4kV Substation located in the Riverside and Avondale Historic District, new 4kV switchgear is required. The substation is be located between two non-JEA properties and is approximately the size of two car garage. All functional and safety requirements need to be met, while at the same time, meeting size and space requirements for this location. JEA has selected a specific manufacturer and technology and there is only one justifiable source for the required supplies or services, as identified in the justification.

JEA IFB/RFP/State/City/GSA#: N/A

Purchasing Agent: Lovgren, Rodney

Is this a Ratification?:

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
POWER SYSTEMS			202 W. Enterprise Rd Winneconne, WI 54986	641-831- 3420	\$430,235.00

Amount for entire term of Contract/PO: \$430,235.00 **Award Amount for remainder of this FY:** \$430,235.00

Length of Contract/PO Term: Project Completion

Begin Date (mm/dd/yyyy): 11/15/2020

End Date (mm/dd/yyyy): (Estimated completion 09/30/2021)

JSEB Requirement: N/A – Sole Source

BIDDER:

Name	Amount
SWITCHGEAR POWER SYSTEMS, LLC	\$430,235.00

Background/Recommendations:

JEA's Standards group, in support of the Park & King Substation replacement project, developed a new specification for switchgear equipment. Through the development of the specification and in consideration of the unique requirements of the Park & King Substation, JEA has one equipment manufacturer and arc quench technology manufacturer that can provide the equipment required for this project. (Sole Source document attached as backup).

For other projects JEA has purchased switchgear equipment similar in size and deemed this equipment price reasonable based on the technology challenges.

The award amount includes \$15,000.00 allowance for technician support and travel as needed for installation / acceptance support and training.

Request approval to award contract to Switchgear Power Systems LLC a contract to provide 4kV switchgear equipment for the Park & King substation in the amount of \$430,235.00, subject to the approval of lawfully appropriated funds.

Manager: Hamilton, Darrell - Mgr Transmission and Substation Projects

Director: Limbaugh, Margaret Z. - Dir Energy Project **Sr. Director:** Acs, Gabor - Sr Dir Engineering & Projects

VP: Erixton, Ricky D. - Interim General

APPROVALS:

10/29/2020

Chairman, Awards Committee

Date

10/29/2020

Budget Representative

Date



JEA			

Quote No: 920-45

Rev. 1

Date: 10/7/20

Ref:

Quoted By	FOB	Shipping Terms	Lead Time	Payment terms
Joel Underwood	See Attachment A	See Attachment A	See Attachment A	See Attachment A

Line Item	Qty	Description	Unit Price	Line Total
1	1	Park & King: 5KV, 1200Amp, Metal Clad Switchgear Assembly, NEMA 1 Indoor Construction.	\$403,140.00	\$403,140.00
2	1	Tech4 site acceptance testing (SAT) & commissioning in Jacksonville, FL. Includes two (2) travel days and three (3) days on site. Travel costs, lodging and per diem in Jacksonville is at documented cost (no markup) iaw JEA Travel Policy	\$205.00/Hour	\$205.00/Hour
3	1	Extended Warranty, 60 Months After Shipment or 66 Months After Energizing Equipment, Whichever Comes First.	\$12,095.00	\$12,095.00

Equipment Type: Metal Clad Switchgear

Voltage Class: 5KV

Nominal system voltage: 4.16KV

BIL Rating:60KV

Main bus rating: 1200A silver plated copper with fluidized bed epoxy insulation

Number of vertical sections: 3

Approximate overall dimensions: 94"H X 108"W X 94"D

Enclosure construction: NEMA 1 indoor Enclosure material:11 gauge steel Insulator material: Porcelain Inner unit bus supports: Porcelain Powder coat paint finish: ANSI 61 grey

Paint standard: C57.12.28 Design Standards: ANSI

One Main Breaker Section (Unit #3) Shall Be Supplied With The Following:

- 1 Vacuum circuit breaker, 5KV, 1200Amp, 40kA, draw-out Schneider VRO05
- 1 MOC Switch, 5A/5B contacts
- 1 TOC switch, 5A /5B contacts
- 1 Potential transformer drawer, 5KV, Schneider
- 1 Potential transformer, 4200:120Vac, with two primary fuse units, ABB VIY-60
- 6 Current transformers, 1200:5 amp multi-ratio, C400 relay class, Amran CT103
- 1 Breaker control switch, Electroswitch 787A787G01
- 1 Lockout relay, Electroswitch 78PB05D
- 1 Multifunction meter, Schneider METSEION92030
- 1 Multifunction relay, Arcteq AQ-110PLV
- 1 Multifunction relay, Schweitzer 751501ACACA70850620
- 1 Arc quencher system disturbance recorder, Arteq AQ-F255
- 1 Annunciation panel
- 1 Quencher system controller
- 1 Red LED indicating light, GE ET-16
- 1 Green LED indicating light, GE ET-16
- 1 White LED indicating light, GE ET-16
- 1 Clear LED indicating light, GE ET-16
- 1 Thirty pole test switch, ABB FT-19, FRXG-001-001-001
- 1 Thirty pole test switch, ABB FT-19, FRXG-083-001-001
- 1 Ten pole test switch, ABB 129A514G01
- 3 Surge arresters, 2.55KV MCOV distribution class, Hubbell
- 1 Lot silver-plated copper bus bars



- 1 Vacuum circuit breaker, 5KV, 1200Amp, 40kA, draw-out Schneider VRO05
- 1 MOC Switch, 5A/5B contacts
- 1 TOC switch, 5A /5B contacts
- 1 Potential transformer drawer, 5KV, Schneider
- 3- Potential transformers, 4200:120Vac, with two primary fuse units, ABB VIY-60
- 6 Current transformers, 1200:5 amp multi-ratio, C400 relay class, Amran CT103
- 1 Breaker control switch, Electroswitch 787A787G01
- 1 Multifunction relay, Schweitzer 751501ACACA70850620
- 1 Red LED indicating light, GE ET-16
- 1 Green LED indicating light, GE ET-16
- 1 White LED indicating light, GE ET-16
- 3 Clear LED indicating lights, GE ET-16
- 1 Thirty pole test switch, ABB FT-19, FRXG-001-001-001
- 1 Thirty pole test switch, ABB FT-19, FRXG-083-001-001
- 3 Surge arresters, 2.55KV MCOV distribution class, Hubbell
- 1 Lot silver-plated copper bus bars

One Feeder Breaker Section (Unit #1) Shall Be Supplied With The Following:

- 1 Vacuum circuit breaker, 5KV, 1200Amp, 40kA, draw-out Schneider VRO05
- 1 MOC Switch, 5A/5B contacts
- 1 TOC switch, 5A /5B contacts
- 6 Current transformers, 1200:5 amp multi-ratio, C400 relay class, Amran CT103
- 1 Breaker control switch, Electroswitch 787A787G01
- 1 Satellite clock, antenna, cables and mounting hardware, Schweitzer 24070001B
- 1 Multifunction relay, Schweitzer 751501ACACA70850620
- 1 Real time automation controller, Schweitzer 3530#B9DH
- 1 Red LED indicating light, GE ET-16
- 1 Green LED indicating light, GE ET-16
- 1 White LED indicating light, GE ET-16
- 1 Thirty pole test switch, ABB FT-19, FRXG-001-001-001
- 1 Thirty pole test switch, ABB FT-19, FRXG-083-001-001
- 3 Surge arresters, 2.55KV MCOV distribution class, Hubbell
- 1 Lot silver-plated copper bus bars

One PowerCab System Sens 4BG8110BTANC00:

NEMA 1 Cabinet, Steel, ANSI 61 Gray Input: 115-120/208/230-240V, 60 Hz

- Output Current: 12A Output Voltage: 120VDC
- Internal DC distribution panel
- 12 Two pole breaker positions open Battery: 100AH; one 100Ah battery string IQ charger with:
- N-LCD alarm display with Modbus data communications, CommsGenius Card; Summary and individual Form C alarms including one Form C contact for each of the following alarms: AC Fail, charger fail, low DC voltage, high DC voltage, ground fault
- 120VDC Standard Output Filtering: 100 mV ripple filter with battery or 2% without battery
- AC and DC breakers
- System Dimensions: 30.5"W x 31.0"D x 78.7"H Note: Add 5.75" to the width when an external distribution panel is used.

One Battery Charger Sens Q120012TL511N:

- SENS IQ Filtered battery charger, fully automatic Output: 120 VDC 12 amp output
- Input: 115-120/208/230-240 VAC 60 Hz single phase input
- Dual microprocessor controlled Front panel user interface Digital amp and volt meter



- On-board battery checking Black box data recorder
- 120VDC Standard Output Filtering: 100 mV ripple filter with battery or 2% without battery
- N-LCD alarm display with Modbus data communications, CommsGenius Card; Summary and individual Form C alarms including one Form C contact for each of the following alarms: AC Fail, charger fail, low DC voltage, high DC voltage, ground fault
- AC and DC breakers Wall mount
- UL/C-UL listed.

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Miscellaneous Schweitzer Cables:

- 6 Schweitzer SEL-2814M0
- 10 Schweitzer SEL-2812MRX0
- 10 Schweitzer SEL02812MTX0
- 8 Schweitzer SEL C808

Breaker Accessories Shipped Loose:

- 2 Manual racking handles
- 2 Manual charging handles
- 1 Breaker lift truck
- 1 Breaker test cabinet and test jumper
- 1 Electrically operated breaker racking device with 25'-0" long control pendant
- 1 Fiber Optic rack, Chattsworth 55053-103





- All incoming / outgoing wire, and terminations by others.
- Relay settings coordination & programming by others.
- Exception taken to SEL-751 protective relays. The arc quenching system being offered by SPS requires the use of Arcteq relays.
- C800 relay class current transformers are not available, SPS is quoting C400 relay class.
- Dimensions & weights shown are approximate only and are not for construction purposes.
- Standard SPS factory production testing is included in the quoted price.
- Field-testing & demonstration are not included in the quoted price but is available contact the factory for rates.
- Switchgear Power Systems standard warranty was quoted, 18 months from ship date or 12 months after energizing equipment (whichever comes first).
- Standard SPS terms and conditions apply.
- Quote price expires in 30 days





- 1. Freight terms: Allowed
- 2. FOB: Destination
- 3. Offloading is included in the quoted price. Placement of switchgear by others.
- 4. Any site modifications to off load the switchgear are the responsibility of others.
- 5. Shipment lead time: 20 weeks after drawing approval & release for construction.
- 6. Approval Drawing Lead time: 8 weeks after receipt of order.
- 7. Lead times are based on current factory loading at time of quote & current component availability, lead times are subject to change based on current factory loading & current component lead times at receipt of order.
- 8. Progress payment terms: 20% at drawing submittal net 30 days, 30% at release for construction net 30 days, 50% at shipment net 30 days.

Order Cancellation Fee Schedule:

- 5% fee after receipt of order prior to commencing with approval drawings
- 20% fee after commencing with approval drawings but not submitted.
- 40% fee after release of approval drawings but prior to commencing with production
- 80% fee after commencing with production prior to final test
- 100% fee after commencing with final assembly



Certification of Sole Source

JEA Procurement Code Section 3-111 Sole Source Procurements

- (1) *Conditions for Use.* A Contract may be awarded for Supplies or Services as a Sole Source when, pursuant to the Operational Procedures, the Chief Procurement Officer or Designee determines that:
 - (a) there is only one justifiable source for the required Supplies or Services; or
 - (b) a service is a follow-up of Services that may only be done efficiently and effectively by the Company that rendered the initial Services to JEA, provided the initial procurement was competitive.

Name of Contractor or Supplier

Switchgear Power Systems LLC

Description of Services or Supplies

As a Part of the rehabilitation of the JEA Park and King 13.2/4kV Substation located in the Riverside and Avondale Historic District, new switchgear is required. The substation is be located between two non-JEA properties and is approximately the size of two car garage. All functional and safety requirements need to be met, while at the same time, meeting size and space requirements for this location.

Various new technologies and practices have emerged since this substation was originally build circa 1956. JEA evaluated various new switchgear from a function and technology perspective and found only one (1) switchgear provider that can supply, equipment that meets the Park & King unique size, space and performance requirements documented on the following attachment.

Certification

I the undersigned certify that:	
X there is only one justifiable source for the required supplies or service	es; or
this service is a follow-up of services that may only be done efficien	tly and effectively by the
Company that rendered the initial services to JEA and the initial servies	were competitively procured by
JEA.	
(Fill in with out)	
7 Land Vargvor Z	October 23, 2020
Signature of Business Unit Manager	Date
- Almann-	10/26/2020
Signature of Procurement Services Manager	Date
Contract or Purchase Order Number:	Amount: \$

Sole Source Certification for 4kV ArcQuenching Switchgear July 2020

The JEA Substation group typically uses Arc Resistant switchgear in all of its substation applications and has standardized on Powell Switchgear for these applications. Arc Resistant Switchgear utilizes mechanical venting or arc redirection of a fault up and out of the switchgear area as the means of protection of personnel and vital equipment. In our 4kV Switchgear applications that have been replaced in the recent past we used Schneider's Arc Terminating technology in the switchgear. Unfortunately, Schneider has discontinued making this type of switchgear technology. In our 4kV applications, due to the site's small size, with JEA being unable to use our typical Arc Resistant switchgear due to the venting requirements, the Arc Terminating technology was used.

JEA has two more upcoming 4kV Substation rebuild projects which involve replacing the older existing 4kV switchgear. Over the past year, the JEA Substation team has invited a number of switchgear manufacturers to JEA to present their switchgear technology. For our specific needs, only one company will be able to provide the robust Arc Quenching solution that we need. This company is SPS Switchgear with Tech4's Arc Quencher.

The Arc Quencher is unlike any other protective device as it quenches an arc in 2ms or less. Other devices are slower than this and due to the close proximity of residential buildings and safety requirements for JEA personnel. This solution is our best option. The proposed SPS-Tech4 Arc Quencher solution is unique in all of the following with respect to active arc quenching systems:

- 1. The only resettable medium-voltage arc quencher solution in North America.
- 2. Resettable also means it is the only TESTABLE arc quencher solution; similar to a circuit breaker or any mechanical device, this is the only way to verify or validate the total arc flash clearing time.
- 3. The only solution which converts standard type-tested MV metal-enclosed and metal-clad equipment to be compliant with IEEE C37.20.7 for arc-resistant equipment.
- 4. The only solution which can extend arc quencher [<1.2 cal/cm2] protection to downsteam assets, via adding remote light-sensors to those assets.
- 5. The AQ-110P is the fastest arc flash protective relay in the world, with a worst-case assertion-time of 2ms (.002s). The SEL-751 has a worst-case assertion time of 5ms; our **Arcteq AQ-110P** is 2-1/2 times faster.
- 6. Total system clearing time must be 6ms or less.
- 7. The arc flash relay and arc quencher are manufactured by the same company.
- 8. The arc flash relay is easily field commissionable without programming or external software packages.
- 9. Factory and field testing: The complete arc quenching system including the arc quencher device, arc flash relays, and arc flash sensors, are tested together at the factory as a system. Total clearing time is tested and validated with the actual devices provided for the project.

- 10. Critical applications have been tested over the past 10 years with no failures.
- 11. SPS (Switchgear manufacturer) has experience implementing MV switchgear with resettable, active arc quenching systems and has provided references documentation to JEA as requested.

Due to the requirements for our 4kV substation sites and the lack of otherwise acceptable Arc Quenching technology, it is requested that JEA sole source on SPS Switchgear and the Tech4 Arc Quencher solution for all future 4kV Substation Switchgear applications

ANSI/NEMA Vacuum Circuit Breakers

5-15 kV; 1200, 2000, and 3000 A; 25-63 kA



Square D™ brand, Type VR medium voltage circuit breakers manufactured by Schneider Electric have been on the market for more than 30 years. Their quality, reliability, and performance are widely recognized across North America, as well as everywhere ANSI applications are required worldwide.

Standard features include:

- · 3-cycle interrupting rating
- ANSI rated per C37.06, C37.09, C37.54
- UL Listed
- Spring-charged, stored-energy operating mechanism
- Permanently mounted manual charging handle
- Two "a" and "b" spare contacts
- · Wheels that roll directly to floor level from lower cell for maintenance

The circuit breaker contacts are located where indicators are readily accessible. The front accessible mechanism allows for ease of maintenance. The circuit breaker operates at a high speed and, because of the hermetically sealed vacuum interrupters, has a longer life cycle.

With their wide range of ratings and benefits, the Type VR circuit breakers are offered not only in Masterclad™ medium voltage switchgear, but also in semi-assembled switchgear and OEM components.

Associated Drawings

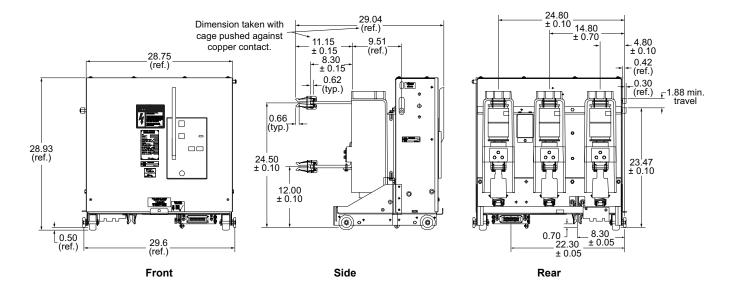
- Circuit breaker schematic diagram—drawing no. 46040-651
- Circuit breaker wiring diagram—drawing no. 46040-652

Instruction Bulletin

Document no. 6055-33

Dimensions

The following diagram shows typical dimensions for Type VR medium voltage vacuum circuit breakers. A 1200/2000 A circuit breaker is pictured.



Weights

15 kV Circuit Breaker Rating	Weight (lbs.)
1200 A, 25/40 kA	380
2000 A, 25/40 kA	430
1200 A, 50 kA	450
2000 A, 50 kA	500
3000 A, 50 kA	700
1200/2000/3000 A, 63kA	800

5-15 kV Ratings

Nominal			Rated Continuous			Interrupting Ratings					Mechanical								
Voltage kV rms	k Factor	MVA Rating ▲	k MVA							Current	Power Frequency	Impulse 1.2x50 µs	System Interrupting	Close and Latch	Short Time	Short Time Duration	Interrupting Time	Endurance	Catalog Number
				A rms	kV rms	kV peak	kA rms	kA peak	kA rms	Seconds	Cycles	Operations							
	1	250	1200	19	60	40	104	40	2	3	10,000	VR-05025-12							
	1	250	2000	19	60	40	104	40	2	3	10,000	VR-05025-20							
	1	250	3000	19	60	40	104	40	2	3	5,000	VR-05025-30							
	1	350	1200	19	60	50	130	50	2	3	5,000	VR-05035-12							
4.76	1	350	2000	19	60	50	130	50	2	3	5,000	VR-05035-20							
	1	350	3000	19	60	50	130	50	2	3	5,000	VR-05035-30							
	1	500	1200	19	60	63	170	63	2	3	2,000	VR-05050-12							
	1	500	2000	19	60	63	170	63	2	3	2,000	VR-05050-20							
	1	500	3000	19	60	63	170	63	2	3	2,000	VR-05050-30							
	1	500	1200	36	60	40	104	40	2	3	10,000	VR-08050-12							
8.25	1	500	2000	36	95	40	104	40	2	3	10,000	VR-08050-20							
	1	500	3000	36	95	40	104	40	2	3	5,000	VR-08050-30							
	1	500	1200	36	95	25	65	25	2	3	10,000	VR-15050-12							
	1	500	2000	36	95	25	65	25	2	3	10,000	VR-15050-20							
	1	500	3000	36	95	25	65	25	2	3	5,000	VR-15050-30							
	1	750	1200	36	95	40	104	40	2	3	10,000	VR-15075-12							
	1	750	2000	36	95	40	104	40	2	3	10,000	VR-15075-20							
45	1	750	3000	36	95	40	104	40	2	3	5,000	VR-15075-30							
15	1	1000	1200	36	95	50	130	50	2	3	5,000	VR-15100-12							
	1	1000	2000	36	95	50	130	50	2	3	5,000	VR-15100-20							
	1	1000	3000	36	95	50	130	50	2	3	5,000	VR-15100-30							
	1	1500	1200	36	95	63	170	63	2	3	2,000	VR-15150-12							
	1	1500	2000	36	95	63	170	63	2	3	2,000	VR-15150-20							
	1	1500	3000	36	95	63	170	63	2	3	2,000	VR-15150-30							

[▲] This rating is for reference only.

Control Voltage Operating Range (ANSI 37.06, Table 9)

Rated Voltage	Closing Voltage Range	Tripping Voltage Range
24 Vdc	Not available	14–28 Vdc
48 Vdc	38–56 Vdc	28-56 Vdc
125 Vdc	100-140 Vdc	70–140 Vdc
250 Vdc	200–280 Vdc	140–280 Vdc
120 Vac	104-127 Vac	104–127 Vac
240 Vac	208–254 Vac	208–254 Vac

[■] Number of no-load mechanical operations.

Control Device Rating Standard

Circuit	Control		Current At Rated Voltage (A)			Burden (VA)		DC
Breaker Rating	Description		Inrush	Run	Duration Of Current Flow	Inrush	Run	Resistance (Ohms)
All circuit breakers	Charging motor	24 Vdc 48 Vdc 125 Vdc 250 Vdc 120 Vac 240 Vac	15 (max.)	2.5 (max.)	5–10 sec. max.	720 1875 3750 1800 3600	120 313 625 300 600	Not applicable
	Anti-pump relay	24 Vdc 48 Vdc 125 Vdc 250 Vdc 120 Vac 240 Vac	0.0 0.0 0.0 0.0	plicable 125 1009 1004 1016 1008	Not applicable	1.2 1.2 1.2 1.2 2.0 2.0		Not applicable
15 kV, 25 kA, 500 MVA,	Closing solenoid	24 Vdc 48 Vdc 125 Vdc 250 Vdc 120 Vac 240 Vac	Not applicable 1.8 1.8 3.7 6.8 3.5		20–25 msec	▲ 86 225 925 816 840		26.00 68.00 68.00 17.60 68.00
1200 A and 2000 A	Trip solenoid	24 Vdc 48 Vdc 125 Vdc 250 Vdc 120 Vac 240 Vac	7 10 5 17	17.1 7.1 10.8 5.6 17.8 13.6		410 341 1350 1400 2136 3264		1.40 6.75 11.60 44.50 6.75 17.60
All other 15 kV	Closing solenoid	24 Vdc 48 Vdc 125 Vdc 250 Vdc 120 Vac 240 Vac	Not applicable 1.8 0.7 1.4 6.8 3.5 3.6 1.8 0.7 1.4 4.6 2.1		20–25 msec	86 87 35 81	6.4 7.5 0.0 6.0 0.0	26.00 184.00 184.00 17.60 68.00
circuit breakers	Trip solenoid	24 Vdc 48 Vdc 125 Vdc 250 Vdc 120 Vac 240 Vac			15 msec	86.4 86.4 87.5 350.0 552.0 504.0		6.75 26.00 184.00 184.00 26.00 115.00

^{▲ 0.8} PF

Circuit Breaker-Mounted Auxiliary Contact Ratings

Continuous Rating: 20 A, up to 600 V

Interruption Rating					
Voltage	Non-Inductive	Inductive			
24 Vdc	18 A	10 A■			
48 Vdc	18 A	10 A■			
125 Vdc	5 A	3 A■			
250 Vdc	2 A	1 A■			
120 Vac	20 A	20 A▲			
240 Vac	18 A	18 A ▲			

^{▲ 0.8} PF

^{■ 0.08} H

Capacitor Switching Duty

Applies to single bank and back-to-back switching with de-rating factors applied per C37.012.

Catalog Number	Rated Continuous Current (A)	Rated Short Circuit Current (kA)	Rated Capacitor Switching Current - C1 (A)	Test Certificate
5 kV Circuit Brea	kers			
VR-05025-12	1200	40	_	TV5D32
VR-05025-20	2000	40	_	TV5D32
VR-05025-30	3000	40	_	TV5D33
VR-05035-12	1200	50	1260	TV5D42
VR-05035-20	2000	50	1260	TV5D42
VR-05035-30	3000	50	_	TV5D43
VR-05050-12	1200	63	660	TV5DC2
VR-05050-20	2000	63	660	TV5DC2
VR-05050-30	3000	63	660	TV5DC3
15 kV Circuit Bre	akers	•		
VR-15050-12	1200	25	660	TV5D61
VR-15050-20	2000	25	_	TV5D62
VR-15050-30	3000	25	_	TV5D63
VR-15075-12	1200	40	_	TV5D72
VR-15075-20	2000	40	_	TV5D72
VR-15075-30	3000	40	_	TV5D73
VR-15100-12	1200	50	1260	TV5D82
VR-15100-20	2000	50	1260	TV5D82
VR-15100-30	3000	50	_	TV5D83
VR-15150-12	1200	63	660	TV5DD2
VR-15150-20	2000	63	660	TV5DD2
VR-15150-30	3000	63	660	TV5DD3

Technical Publications

http://products.schneider-electric.us/support/technical-library/

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Contract Terms & Conditions

for Specialized Services & Engineered Equipment

SPS Inc

6.4. SECTION TITLE: DEFINITIONS [JEA-511]

6.4.1. Definitions [JEA-C457]

Words and terms defined in this section shall have the same meaning throughout all parts of the Contract Documents. Where intended to convey the meaning consistent with that set forth in its definition, a defined word or term is marked by initial capitalization. The "Technical Specifications" part may define additional words and terms where necessary to clarify the Work. Unless otherwise stated in the Contract Documents, definitions set forth in the "Technical Specifications" shall apply only within the "Technical Specifications."

6.4.2. Definition: Acceptance [JEA-C221]

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

6.4.3. Definition: Addendum/Addenda [JEA-C222]

A change or changes to the Solicitation issued in writing by the JEA Procurement Department and incorporated into the Solicitation and Contract Documents.

6.4.4. Definition: Award [JEA-C225]

The issuance of a Purchase Order by the JEA Procurement Department to the Company notifying the Company that it has been authorized by JEA to perform the Work.

6.4.5. Definition: Bid Document [JEA-C226]

The section of the Solicitation titled Bid Document, completed in its entirety and in accordance with the Solicitation, and submitted to JEA as the Company's offer which includes Bid forms, certifications and other required submittals.

6.4.6. Definition: Bid or Proposal [JEA-C228]

The document describing the Bidder's offer submitted in response to this Solicitation. Bid and Proposal shall be considered synonymous for the purpose of this Contract.

6.4.7. Definition: Bid Price [JEA-C229]

The total dollar amount of the Bidder's offer including, but not limited to, all labor, materials, overheads, profits, other expense, and any and all other cost items incurred by the Bidder in successfully performing the Work in accordance with the Contract Documents.

6.4.8. Definition: Bid Section [JEA-C227]

The office located at 21 West Church Street, Jacksonville, FL, on the first floor of the JEA Tower building, and where Bids are administered and received.

6.4.9. Definition: Bidder or Proposer [JEA-C230]

The respondent to this Solicitation. Bidder and Proposer shall be considered synonymous for the purpose of this Solicitation.

6.4.10. Definition: Change Order [JEA-C231]

A written order issued by the JEA Procurement Department after execution of the Contract to the Company signed by the Contract Administrator or his designated representative and authorizing an addition, deletion, or revision of the Work, or an adjustment in the Contract Price or the Contract Time. Change Orders do not authorize expenditures greater than the monies encumbered by JEA, which is shown on the associated Purchase Order(s). An executed Change Order resolves all issues related to price and time for the work included in the Change Order.

6.4.11. Definition: Company [JEA-C232]

The legal person, firm, corporation or any other entity or business relationship with whom JEA has executed the Contract. Where the word "Company" is used it shall also include permitted assigns. Contractor and Company shall be considered synonymous for the purpose of the Contract.

6.4.12. Definition: Company Representative [JEA-C233]

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

6.4.13. Definition: Company Supervisor [JEA-C234]

The individual, employed or contracted by the Company, to manage the Work on a day-to-day basis and ensure the Work is performed according to the Contract. The Company Supervisor may be authorized by the Company Representative to act on Contract matters. Such authorization shall be in writing and delivered to the Contract Administrator and shall clearly state the limitations of any such authorization. In the event that the Company Supervisor and the Company Representative is the same person, the Company shall notify the Contract Administrator of such situation.

6.4.14. Definition: Contract [JEA-C235] ***

The agreement between the Company and JEA as evidenced by this Contract including Exhibits

6.4.15. Definition: Contract Administrator [JEA-C236]

The individual assigned by JEA to have authority over the Contract, including the authority to negotiate all elements of the Contract with the Company, authorize Change Orders within the maximum amount awarded, terminate the Contract, seek remedies for nonperformance including termination, and otherwise act on behalf of JEA in all matters regarding the Contract. The Contract Administrator may authorize JEA Representative in writing to make minor changes to Field Work with the intent of preventing Work disruption.

6.4.16. Definition: Contract Documents [JEA-C237]

Contract Documents means the Contract and any written Change Orders, amendments or Purchase Orders executed by JEA.

6.4.17. Definition: Contract Price [JEA-C238]

The total amount payable to the Company under the Contract, as set forth in Exhibit A.

6.4.18. Definition: Contract Time

[JEA-C239]

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

6.4.19. Definition: Defect [JEA-C242]

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

6.4.20. Definition: Final Completion [JEA-C246]

The point in time after JEA has Accepted the Work, in accordance with Section 6.5, Acceptance,, and the Company has fulfilled all requirements of the Contract Documents.

6.4.21. Definition: Holidays [JEA-C247]

The following days: New Year's Day, Martin Luther King's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day

6.4.22. Definition: Invoice [JEA-C249]

A document seeking payment to Company from JEA for all or a portion of the Work, in accordance with the Contract Documents, and including at a minimum the following items: the Company name and address, a description of the product(s) or service(s) rendered, a valid JEA PO number, the amount payable, the payee name and address, any associated JSEB forms and any other supporting documentation required by the Contract Documents.

6.4.23. Definition: JEA [JEA-C250]

JEA on its own behalf, and when the Work involves St. Johns River Power Park (SJRPP), as agent for Florida Power & Light Company (FPL). JEA and FPL are co-owners of SJRPP.

6.4.24. Definition: JEA Representatives [JEA-C253]

The Contract Administrator, Contract Inspector, Contract Administrator's Representative, JEA Engineer, Field Engineer, Project Manager, and other persons designated by the Contract Administrator as JEA Representatives acting in a capacity related to the Work or Contract under the authority of the Contract Administrator.

6.4.25. Definition: Milestone [JEA-C254]

A point in time representing a key or important intermediate event in the Work. A Milestone is to be capable of validation

by meeting all of the items prescribed in a defining checklist as agreed to in writing by JEA.

6.4.26. Definition: Overtime [JEA-C256]

Work approved in writing by the Contract Administrator that is required to be performed beyond an employee's scheduled workday or work week, including Work performed on Holidays.

6.4.26. Definition: Payment and Performance Bond [JEA-C257]

The common-law Performance Bond and the statutory Payment Bond contemplated by Section 255.05, Florida Statutes in the form required by JEA.

6.4.27. Definition: Performance - Acceptable Performance/Performer [JEA-C258]

The Company averages more than 2.80 and less than 4.0 across all performance scorecard evaluation metrics, and does not receive a score of less than 2.0 on any metric.

6.4.28. Definition: Performance - Top Performance/Performer [JEA-C259]

The Company averages 4.0 or more across all scorecard evaluation metrics and does not receive a score of less than 4.0 on any one metric. Continuous performance for six months or more at Top Performance, or intermittent performance on at least three Contracts performed over at least a six-month period at Top Performer levels, qualifies the Company for designation as a JEA Blue Ribbon Vendor. JEA Blue Ribbon Vendors receive special promotional recognition from JEA.

6.4.29. Definition: Performance - Unacceptable Performance/Performer [JEA-C260]

The Company averages less than 2.80 across all scorecard evaluation metrics, or scores a 1.0 on any one metric regardless of average, or receives a score of 2.0 on the same metric on two sequential performance evaluations.

6.4.30. Definition: Pre-Work Meeting [JEA-C261]

A meeting conducted after Award and prior to the start of any Field Work between JEA and the Company. The purpose of the meeting may include, but is not limited to orientation, schedule, certification and permitting, and other preparatory or Work execution details.

6.4.31. Definition: Purchase Order (PO) [JEA-C263]

A Work authorization document issued by the JEA Procurement Department with the words "Purchase Order" clearly marked across the top, a PO number used for reference shown on the front, a description of the Work or a listing of the applicable Contract Documents, an authorized JEA signature and stating the amount of lawfully authorized funds. Purchase Orders are the only documents that authorize changes to the total amount authorized on the Contract.

6.4.32. Definition: Quality Assurance [JEA-C265]

Actions that JEA takes to assess the Company's performance under the Contract.

6.4.33. Definition: Quality Control [JEA-C266]

Actions that the Company takes to ensure it successfully completes the Work in full accordance with the Contract Documents.

6.4.34. Definition: Solicitation [JEA-C270]

The document (which may be electronic) issued by the JEA Procurement Department to solicit Bids or Proposals from Bidders that includes, but is not limited to, the Bid Document, samples of documents and Addenda.

6.4.35. Definition: Subcontractor [JEA-C271]

A provider of services performing Work under contract for the Company.

6.4.36. Definition: Substantial Completion [JEA-C272]

The time when JEA determines that the Work (or a specified part thereof) is sufficiently complete to be utilized for the purposes for which it is intended or ready for JEA or other contractors to perform subsequent portions of the Work. Recognition of the Work as Substantially Complete, as evidenced by issuance of a Certificate of Substantial Completion, does not represent JEA's Acceptance of the Work.

6.4.37. Definition: Summary Schedule [JEA-C273]

A diagram displaying the Milestones for the Work graphically positioned on a timeline, showing at a minimum the calendar dates on which each Milestone is scheduled to be completed for Acceptance.

6.4.38. Definition: Term [JEA-C274]

The period of time during which the Contract is in force, from formal notice of Award to Final Completion, or termination. In some cases, and as expressly stated, some of the Contract requirements may extend beyond the Term of the Contract.

6.4.39. Definition: Unit Prices [JEA-C275]

The Bidder's charges, rounded to the nearest cent, to JEA for the performance of each respective unit of Work as defined on the Bid Documents for all items required for successfully performing the Work through Acceptance.

6.4.40. Definition: Work [JEA-C276]

Work includes all Services (defined as inspection, testing, technical direction, installation and/or repair services, all as further defined in the Contract Documents), Parts (defined as materials, tools, and equipment, all as specifically listed in the Contract Documents), and responsibilities to be furnished or performed by the Company under the Contract, together with all other additional necessities that are not specifically recited in the Contract, but can be reasonably inferred as necessary to complete all obligations and fully satisfy the intent of the Contract.

6.4.41. Definition: Work Location [JEA-C277]

The place or places where the Work is performed, excluding the properties of the Company and/or the Subcontractor(s).

6.5. SECTION TITLE: ACCEPTANCE [JEA-512]

6.5.1. Acceptance of Services - After Receipt, Inspection, Usage and Testing [JEA-C279] ***

The Contract Administrator will make the determination when Work is completed and there is Acceptance by JEA. Acceptance will be made by JEA only in writing, and after adequate time to ensure Work is performed in accordance with Contract Documents. JEA will reject any items delivered by Company that are not in accordance with the Contract, and shall not be deemed to have accepted any items until JEA has had reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the items has become apparent. JEA may partially accept the Work items. If JEA elects to accept nonconforming items, it may in addition to other remedies, be entitled to deduct a reasonable amount from the price as compensation for the nonconformity. Any Acceptance by JEA, even if nonconditional, shall not be deemed a waiver, or settlement or acceptance of any Defect.

Specifically, the following shall be required prior to Acceptance:

Acceptance testing after installation.

6.5.2. Acceptance of Parts Delivery

The Contract Administrator will make the determination when the Work is completed and there is Acceptance by JEA. Acceptance will be made by JEA only in writing to ensure Work is performed in accordance with Contract Documents. If written notice is not received from JEA within 48 hours after delivery, the parts will be deemed Accepted. JEA will reject any items delivered by Company that are not in accordance with the Contract, JEA may partially accept the Work items. If JEA elects to accept nonconforming items, it may in addition to other remedies, be entitled to deduct a reasonable amount from the price as compensation for the nonconformity. Any Acceptance by JEA, even if nonconditional, shall not be deemed a waiver, or settlement or acceptance of any Defect.

6.6. SECTION TITLE: PRICE & PAYMENTS [JEA-513]

6.6.1. Certificate of Contract Completion and Final Payment [JEA-C281]

The Company shall complete and submit to JEA the Certificate of Contract Completion as notice that the Work, including the correction of all deficiencies, is complete. By submitting the certificate, the Company certifies the following:

that the Work has been satisfactorily completed;

that no liens have attached against the property and improvements of JEA;

that no notice of intention to claim liens are outstanding;

that no suits are pending by reason of the Work;

that all workers' compensation claims known to the Company have been reported to JEA;

that the surety provides a release; and

that no public liability claims are pending.

The Company shall submit its final Invoice and the "Consent of Surety for Release of Retainage", if applicable, with the completed Certificate of Contract Completion. JEA shall make final payment on the Contract in accordance with the provisions of the Contract.

6.6.2. Invoicing and Payment Terms [JEA-C474]

The Company shall submit all Invoices or Applications for Payment using JEA's prescribed forms and format and in accordance with the payment method agreed upon in these Contract Documents. JEA will pay the Company the amount requested within 30 calendar days after receipt of an Invoice from the Company subject to the provisions stated below.

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

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

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

6.6.5. Payment Method - Progress Payments

Upon Acceptance of the Work by the JEA Representative, the Company shall submit to JEA an Invoice for the amount/percentage corresponding to schedule below:

Per SPS Quotation.

The above progress payment schedule may be modified by the JEA Project Representative as needed.

6.6.6. Taxes [JEA-C292]

JEA is authorized to self-accrue the Florida Sales and Use Tax (Direct Payment Certificate Number 0138) and is exempt from Manufacturer's Federal Excise Tax when purchasing tangible personal property for its direct consumption.

Work is exempt from Florida Sales and Use Tax due to performance for multifuel generation facilities, JEA will provide the Company affidavit of such and the Company shall not include the price in its Bid.

6.7. SECTION TITLE: PERFORMANCE [JEA-514]

6.7.1. Company Representatives [JEA-C298]

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

6.7.2. Completion of Work (PO) [JEA-C425]

The Company shall begin Work within 10 days per the date found on the agreed upon Purchase Order from JEA to begin Work, and shall complete the Work by the date set forth in the Contract Documents. The Company further understands and agrees that time is of essence with respect to the Final Completion date and should the Company fail to complete the Work on or before the date established for Final Completion due solely to the Company's fault, the Company shall be solely responsible for additional costs as defined in the Contract.

6.7.3. Emergency Events [JEA-C306]

In the event that a system-wide emergency arises during the Term of this Contract for which JEA requires assistance from the Company including, but not limited to, severe storms, large-scale fires, floods, and terrorist attacks, the Company acknowledges the importance of JEA infrastructure and agrees to support restoration efforts of JEA. The Contract Administrator shall notify the Company when an emergency event occurs. In the event conditions are such that an emergency event is likely in progress, but the Company has not been notified by the Contract Administrator, the Company shall make all efforts to contact a JEA Representative to determine if and how it should respond. JEA agrees to reimburse the Company per the Company's current published rates, as a result of supporting JEA during the emergency event.

6.7.4. Licenses [JEA-C314]

The Company shall comply with all licensing and/or certification requirements pursuant to applicable laws, rules and regulations in effect on the Effective Date of the Contract. The Company shall secure all licenses as required for the performance of the Work and shall pay all fees associated with securing them. The Company shall produce written

evidence of licenses and other certifications immediately upon request from JEA.

6.7.5. Limitation of Accuracy of Informational Materials [JEA-568]

For all drawings, test results, inspections, and other informational materials included as part of the Contract Documents, the Company understands and agrees that any existing facilities shown, including underground, overhead, and surface structures, and other delineations, and any other informational items provided as part of the Contract Documents are for reference only and are not to be used by the Company as the only indication of Work conditions.

6.7.6. Pre-Work Meeting and Progress Meetings [JEA-C320]

Before starting the Field Work, a meeting may be held to review procedures for the Work, review the Work schedule, establish procedures for invoicing, approving Invoices and making payments, and establish a working relationship between JEA and the Company.

The Contract Administrator may, at his or her discretion, request Pre-Work Meetings to be held prior to start of any Field Work. Such meeting(s) shall be attended by, but not limited to, the Company Representative and Company Supervisor. The Contract Administrator will notify the Company in writing of the meeting time and location at least one week prior to the meeting date. In addition, construction progress meetings will be held at a frequency as determined by JEA, but shall not be more often than once per week. Such meeting(s) shall be attended by, but not limited to, the Company's project manager.

6.7.7. Reporting [JEA-C325]

Not Used.

6.7.8. Safety and Protection Precautions [JEA-C329]

The Company shall comply with all applicable federal, state and local laws, ordinances, all JEA procedures and policies, all as in effect on the Effect date of the Contract, including, but not limited to, JEA's Contractor Safety Management Process (available at JEA.com), and orders of any public body having jurisdiction for the safety of persons or protection of property. The Company understands and agrees that violation of any provision of this clause is grounds for immediate termination of the Contract and the Company is responsible for all JEA damages associated with such termination.

The Company shall only use those Subcontractors who have met JEA Safety Prequalification requirements per the JEA Contractor Safety Management Process. The Company shall ensure that Subcontractors and their personnel have all the necessary personal protective equipment and training needed to perform Work safely.

The Company understands and agrees that JEA Representatives may stop Work at any time that JEA, at its sole discretion, considers the Company's on-site Services Work to be unsafe or a risk to property, and to direct the Company to, at a minimum, perform as directed in such a way as to render the Work environment safe. The Company understands and agrees that it is responsible for paying all costs associated with providing a safe work environment including, but not limited to, any costs associated with any JEA directed safety improvements. The Company further understands and agrees that it is solely responsible for the safety of personnel and property associated with the Work, and that any actions taken by JEA to prevent harm to persons or damage to equipment does not, in any way, relieve the Company of this responsibility.

The Company Representative, or alternatively, the Company Supervisor, shall be designated as the Company's individual responsible for the prevention of accidents.

The Company shall notify the police and fire departments as to its Work Location in order to ensure prompt response in an emergency.

6.7.9. Schedules - Milestone [JEA-C331]

The Company shall submit a Summary Schedule to JEA prior to starting the Work indicating the starting and completion dates of the major activities of the Work. The Company shall update the Summary Schedule at least once per week and submit the updated Summary Schedule weekly to the Contract Administrator.

6.7.10. Storm Preparedness [JEA-C462]

Not Used.

6.7.11. Unforeseen Conditions [JEA-569]

The Company understands and agrees that it is its responsibility to conduce due diligence prior to the Work. Such due diligence includes verifying all Work conditions, measurements and dimensions, the accuracy of drawings, test results, inspections and other informational materials provided in the Contract Documents, and any other causes for existing or potential changes to the Work prior to initiating the Work. In the event that the Work must be changed due to the

Company's failure to fulfill the above requirements, the Company understands and agrees that it will be responsible for all costs associated with the changed condition.

In the event, however, that the Company exercises the requisite due diligence and a change to the Work becomes necessary resulting from conditions that are clearly unforeseen and that could not have been discovered, the costs for adjusting the Work in response to such unforeseen conditions shall be addressed as stated herein in "Change in the Work" JEA-164.

6.7.12. Vendor Performance Evaluation [JEA-C338]

Not Used

6.7.13. Work Schedules [JEA-C353]

Not Used.

6.8. SECTION TITLE: JSEB CERTIFIED FIRMS [JEA-515]

Not Used

6.8.1. Optional Use of Jacksonville Small Emerging Business (JSEB) Qualified Firms [JEA-C469]

Not used.

6.9. SECTION TITLE: JEA FURNISHED ITEMS [JEA-516]

Not Used

6.9.1. Conditions of Provisioning [JEA-C356]

The Company understands and agrees that it shall be solely responsible for providing everything necessary to perform the Work and to be in full compliance with the Contract Documents, except for those items specifically listed herein as being provided by JEA.

Any use of JEA furnished items on non-JEA work is a breach of the Contract and a violation of the law. All JEA furnished items are the property of JEA when issued, stored by Company, and used in performance of the Work. The Company agrees that it shall use all JEA furnished items in a manner consistent with industry practice, codes, laws, considering the condition of the JEA furnished item, the skills of the individuals using the JEA furnished item, and all environmental conditions. The Company understands and agrees that where JEA and the Company shall share JEA furnished items, JEA usage shall always have priority over Company usage, and the Contract Administrator shall have sole authority to resolve any usage dispute and such resolution shall not result in any claim by Company.

The Company agrees to return to JEA, and to the location as established by a JEA Representative, any unused or salvageable items prior to final payment. The Company agrees that JEA has the right to audit and investigate the Company at any time how the Company is using JEA furnished items. JEA will bill the Company for unaccountable JEA furnished material at the current JEA cost.

6.9.2. Access to Work Locations [JEA-357]

JEA will provide, as indicated in the Contract Documents, and no later than the date when needed by the Company, access to the Work Location, including rights-of-way or access thereto, and such other lands that are designated for the Company's use. JEA will secure easements for permanent structures or permanent changes in existing facilities, unless otherwise specified in the Contract Documents.

6.9.3. Compressed Air [JEA-359]

Not Used

6.9.4. Electricity [JEA-363]

Not Used

6.9.5. Parking [JEA-378] ***

Not Used

6.9.6. Temporary Storage - Inside [JEA-390]

JEA will furnish, as indicated in the Contract Documents, a temporary inside storage area where the Company may store materials or tools.

Not Used.

6.10. SECTION TITLE: FREIGHT, SHIPPING & STORAGE [JEA-517]

6.10.1. Shipping - FOB Destination [JEA-C149]

Items are purchased F.O.B. destination. The Company shall ensure the following:

- (a) Pack and mark the shipment to comply with the Contract specifications; or in the absence of specifications in the Contract Documents, prepare the shipment in conformance with carrier requirements;
- (b) Prepare and distribute commercial bills of lading;
- (c) Deliver the shipment in good order and condition to the point of delivery specified in the Contract;
- (d) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by JEA Representative at the delivery point specified in the Contract;
- (e) Be responsible for obtaining any permits required for transportation to the installation site.
- (f) Furnish a delivery schedule and designate the mode of delivering carrier; and
- (g) Pay and bear all charges to the specified point of delivery.

6.10.2. Title and Risk of Loss [JEA-C154]

Ownership, <u>Title Transfer shall pass to JEA upon Delivery</u>, risks of damage to or loss of the Work shall pass to JEA upon Acceptance. The Company shall assume all risk of loss or damage to the Work while items are in transit and/or in the Company's custody until such time that JEA issues written notice of Acceptance.

JEA's receipt or delivery of any equipment or other materials will not constitute JEA's Acceptance of the Work and will not constitute a waiver by JEA of any right, claim or remedy. In the event of loss or damage to the Work, the Company shall bear all costs associated with any loss or damage until Delivery of Parts to JEA's Work Site and/ or Acceptance of Services by JEA.

For equipment and materials removed from JEA sites or the Work locations for repairs, service or duplication, JEA will retain the title to equipment and materials removed.

6.11. SECTION TITLE: INSURANCE & INDEMNITIES [JEA-518]

6.11.1. Mutual Indemnification & Limitation of Liability

Company shall hold harmless, indemnify, and defend JEA against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, reasonable attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to third party property, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Company and any person or entity used by Company in the performance of this Contract or Work performed thereunder.

JEA shall likewise indemnify, hold harmless, and defend the Company against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, reasonable attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to third party property, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the JEA and any person or entity used by JEA while engaged in activities related to this Contract.

In the event such damage or injury is caused by the joint or concurrent negligence of JEA and/or the Company, the loss or expense shall be borne by each party in proportion to its degree of negligence in accordance with Section 768.28 Fla. Stat., the Uniform Contribution Among Tortfeasors Act and subject to the Limitations of Liabilities defined below.

In case of third party claims, either party will provide the other reasonable notice of any third party claims.

In no event, whether as a result of breach of contract, indemnity, warranty, tort, strict liability or otherwise, shall Company's liability to JEA for any loss or damage arising out of, or resulting from this Contract, or from its performance or breach, or from the products or services furnished hereunder, exceed the Contract Price, and except as to title, any such liability shall terminate upon three years from the expiration of the applicable warranty period.

In no event, whether as a result of breach of contract, indemnity, warranty, tort, strict liability or otherwise, shall Company be liable for any special, consequential, incidental or penal damages including, but not limited to, loss of profit or revenues,

loss of use of the products or any associated equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, downtime costs, or claims of JEA or FPL's customers for such damages.

Indemnification and Sovereign Immunity: Notwithstanding any other term or condition of this Agreement, JEA's indemnification obligation shall be for tort claims only, subject to the provisions and limitations of Section 768.28, Florida Statutes.

6.11.3. Insurance Requirements [JEA-C159] ***

Before starting and until Acceptance of the Work by JEA, and without further limiting its liability under the Contract, Company shall procure and maintain at its sole expense, insurance of the types and in the minimum amounts stated below:

<u>Schedule</u> <u>Amount</u>

Workers' Compensation

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

Commercial General Liability

Premises-Operations \$1,000,000 each occurrence

Products-Completed Operations \$2,000,000 annual aggregate for bodily injury Contractual Liability and property damage, combined single limit Independent Contractors

Broad Form Property Damage Explosion, Collapse and Underground

Hazards (XCU Coverage) as appropriate

Automobile Liability

All autos-owned, hired, \$1,000,000 each occurrence, combined single limit

or non-owned

Excess or Umbrella Liability

\$2,000,000 each occurrence and annual aggregate

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

Company shall specify JEA as additional insured for all coverage's except Workers' Compensation and Employer's Liability, but only to the extent of Company's indemnifications obligations as stated herein. Such insurance shall be primary to any and all other insurance or self-insurance maintained by JEA. Company shall include a Waiver of Subrogation on Commercial General and Automobile Liability and their associated Excess/Umbrella policies insurance in favor of JEA, its governing board, officers, employees, agents, successors and assigns to the extent protections are provided such parties as additional insureds.

Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to JEA. Prior to commencing any Work under this Contract, certificates evidencing the maintenance of the insurance shall be furnished to JEA for approval. The insurance certificate shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until 30 days after receipt of written notice by JEA. Failure by JEA to demand such certificates or other evidence of full compliance with these insurance requirements or failure of JEA to indemnify deficiencies from evidence provided, shall not be construed as a waiver of the Company's obligation to maintain such insurance. If the Company fails to maintain the insurance as set forth herein, the Company understands and agrees that JEA will have the right, but not the obligation, to purchase said insurance at the Company's full expense, including administrative and other costs incurred by JEA. Alternately, the Company's failure to maintain the required insurance may result in termination of the Contract. For all coverages required to remain in full-force after the Contract Term, the Company shall provide additional certificates as necessary to evidence such continuation, at anytime during the stipulated coverage period.

Company's certificates of insurance shall be mailed to JEA (Attn. Procurement Services), Customer Care Center, 6th Floor,

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

6.12. SECTION TITLE: CHANGES TO WORK [JEA-519]

6.12.1. Change in the Work [JEA-C164]

To request or claim any change in the Work including, but not limited to change in scope, quantities, pricing, or schedules, the Company shall submit a letter to the Contract Administrator stating such request or claim. JEA shall have the right to approve or disapprove any request or claim for change as it deems necessary and in its best interests consistent with the other Contract requirements. Whether requested by the Company, claimed by the Company, or contemplated by JEA, no change shall be authorized unless made on a JEA Change Order signed by the Contract Administrator or through a formal written amendment to this Contract.

In the event of an emergency endangering life or property where it is appropriate for the Company to take action, the Company shall undertake such actions to preserve life and property. JEA and the Company will determine after emergency is concluded, the extent of out-of-scope work performed by Company, and the Contract Administrator will issue a Change Order or amend the Contract for such work, if any and as necessary.

All requests for changes filed by the Company shall be in writing delivered to the Contract Administrator within 10 working days of when the event that prompted the claim was discovered. Upon receipt of the Company's claim notification, Contract Administrator will provide written direction as to the procedures that will be used to address the request. The Company's request shall be sufficiently detailed including itemized costs, condition and work descriptions and other information necessary to evaluate the merits of the claim. The Contract Administrator may reject requests providing insufficient supporting information. Any change in the Contract resulting from the request will be incorporated into the Contract via a Change Order or Purchase Order.

Prior to the Change Order being performed the value of work covered by a Change Order using one of the following methods:

- a. Where the work is covered by established Unit Prices contained in the Contract, the Unit Price will be applied to the quantity of work,
- b. By mutual acceptance of lump sum price,
- c. By actual cost and a mutually acceptable fixed amount for overhead and profit, or

Where Bid Price was based on estimates quantities, prior to making final payment, JEA will determine actual quantities using sampling, surveying and other industry recognized means and prepare a Change Order adjusting the price to reflect actual volumes.

The Company shall immediately notify the Contract Administrator in writing of any unauthorized change in the scope of the Work or significant change in the quantities of the Work that may increase the Contract Price, require an extension of Work schedule, or negatively impact permitting or other regulatory requirements.

The Work schedule may be changed only by a Change Order or Purchase Order. The Company's request or claim for a Work schedule adjustment shall be in writing delivered to the Contract Administrator within five working days following the discovery of the event that prompted the claim. Where accepted by JEA, changes to Work schedule will only adjust for critical path impacts. Failure to include the necessary critical path analysis with request shall be grounds for rejecting the claim. The path of critical events mentioned herein means the series of interdependent Work events that must be sequentially performed and that require a longer total time to perform than any other such series. Upon receipt of the Company's request for a change in the Work schedule, the Contract Administrator will provide any additional directions in writing detailing the procedures that will be used to resolve the request, including provision of time impact or manpower and equipment loading schedules. Where JEA and the Company are unable to reach a mutually acceptable resolution of request, JEA will make a commercially reasonable determination, made in accordance with JEA's Purchasing Code, which shall be final.

All Work defined on Change Orders shall be subject to the conditions of the Contract, unless specifically noted on the Change Order.

6.12.2. Company Review of Project Requirements [JEA-C165]

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

6.12.3. No Damage for Delay [JEA-C160]

Damage, loss, expense or delay incurred or experienced by the Company in the prosecution of the Work by reason of unforeseen circumstances, unanticipated difficulties and obstructions or other mischances that are generally considered to be part of the usual hazards associated with Work shall be borne entirely by the Company and shall not be the subject of any claim for additional compensation or change in Approved Schedule, unless stipulated otherwise in the Contract Documents.

The Company agrees that its remedy for any claims, damages or losses related to any delay, disruption or hindrance alleged to be caused by JEA or any of JEA's agents or other contractors, shall be an extension of the Contract completion date and reasonable additional compensation.

Any demand for equitable adjustment must be served in writing to JEA within five days of the event giving rise to any delay, disruption or hindrance. Any request for an equitable adjustment shall be accompanied by a logical time impact analysis, demonstrating the nature and magnitude of the event to the critical path.

Failure to strictly comply with these requirements shall be deemed a waiver of any right to seek equitable adjustment.

In the event the "no damage for delay" clause is inapplicable, there shall be no recovery for home office overhead and any damages claimed shall be proven by discreet accounting of direct project costs and no theoretical formula or industry estimating reference manuals shall be permissible.

6.12.4. Notification of Surety [JEA-C167]

Not Used

6.12.5. Suspension of Work [JEA-C477]

JEA may suspend the performance of the Work rendered by providing the Company with five days written notice of such suspension. Schedules and payments for performance of the Work shall be amended by mutual agreement to reflect such suspension.

6.13. SECTION TITLE: LABOR (Services Work Only) [JEA-520]

6.13.1. Company's Labor Relations [JEA-C169]

The Company shall negotiate and resolve any disputes between the Company and its employees, or anyone representing its employees. The Company shall immediately notify JEA of any actual or potential labor dispute that may affect the Work and shall inform JEA of all actions it is taking to resolve the dispute.

6.13.2. Minimum Qualifications of Company Personnel [JEA-C170]

All Company personnel shall be at a minimum qualified for the tasks they are assigned. All Company personnel shall be able to read, write, speak and understand English. All Company personnel shall act in a professional manner, with due sensitivity to other persons at the Work Location. If JEA, at its sole discretion, determines that a Company person is unqualified, unfit, or otherwise unsuitable for the tasks assigned, the Company shall immediately stop the person from performing the tasks, and replace the person with a qualified individual. The Company shall pay all costs associated with replacing the unqualified person including, but not limited to, termination, recruiting, training, and certification costs.

The Company personnel assigned supervisory roles, and those with increased authority shall be held to strict scrutiny of their qualifications and suitability for their positions. In addition to the other provisions of this clause, the Company shall provide written documentation as to experience, education, licenses, certifications, professional affiliations, and other qualifications of the individual, within one day of request from the Contract Administrator. Any changes to such personnel after approval shall require the written permission of the Contract Administrator.

6.13.3. Nondiscrimination [JEA-C171]

The Company represents that it has adopted and will maintain a policy of nondiscrimination against employees or

applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employee relations, throughout the Term of this Contract. .

The Company shall comply with the following executive orders, acts, and all rules and regulations implementing said orders or acts, which are by this reference incorporated herein as if set out in their entirety:

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

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

6.13.4. Payment of Overtime [JEA-C172]

Any Overtime required for Company to complete the Work within the Contract Time shall be at the sole cost and expense of Company. If JEA requires the Company to perform Overtime Work in order to complete the Work prior to the Contract Time, the Company shall bill JEA for the Overtime such that only the actual costs incurred by the Company relating to the payment of Overtime premiums, in accordance with its labor policies per Company's current published rates, which are attached as Exhibit C and incorporated herein.

Overtime may only be charged to JEA if the Company was directed in writing by the Contract Administrator to incur the Overtime. Such authorization for Overtime shall be accompanied by a Change Order.

6.13.5. Scheduling of Overtime at JEA's Work Location [JEA-C173]

Not Used.

6.13.6. Show-Up Pay [JEA-C174]

In the event that inclement weather prevents the Company from performing Work, the Company may be obligated to pay its crew a show-up pay. The Company shall be solely responsible for providing this pay.

6.14. SECTION TITLE: RIGHTS & REMEDIES [JEA-521]

Not Used.

6.14.1. Offsets [JEA-C176]

Not Used.

6.14.2. Proprietary Information [JEA-C178]

The Company shall not copy, reproduce, or disclose to third parties, except in connection with the Work, any information that JEA furnishes to the Company. The Company shall insert in any subcontract a restriction on the use of all information furnished by JEA. The Company shall not use this information on another project. All information furnished by JEA will be returned to JEA upon completion of the Work.

6.14.3. Right to Audit and Financial Reporting [JEA-C327]

Upon JEA's requests and for time-and-material Services Work only, the Company agrees to allow JEA to audit its financial and operating records for the purpose of determining Invoice accuracy, or otherwise assessing compliance with the Contract Documents. The Company agrees to let JEA personnel, or their qualified representative, mutually acceptable to Company, access the records at Company's office, with three days written notice, for a reasonable period, in a workspace suitable for the audit provided by Company. All audit work will be done on Company premises, and no Company documentation will be removed from Company offices. The Company agrees to have knowledgeable personnel available to answer questions for the auditors during the time they are at the Company's offices and for a period of two weeks thereafter. The Company shall provide to JEA audited financial statements for the most recent fiscal year upon JEA's request, not later than five days after receipt of written request. Company's Hourly Rates for Services are not subject to such audit.

6.15. SECTION TITLE: REPRESENTATIONS & WARRANTIES [JEA-522]

6.15.1. Company's Warranties [JEA-C473] ***

The Company warrants to JEA that (i) the Parts shall be free from defects in material, workmanship and title and (ii) the Services shall be performed in a safe, competent, diligent manner, all in conformance with the Contract Documents. Unless otherwise stated in the Contract Documents, the warranty period for Equipment & Parts shall be <u>Five (5) years</u> <u>from first use or sixty-six (66) months from delivery of Equipment or Parts</u>, whichever occurs first, and the warranty period for Services shall be one (1) year from completion of Services.

The Company warrants that the Parts and Services shall conform to all applicable standards and regulations promulgated by federal, state, local laws and regulations, standards boards, organizations of the Department of State, and adopted industry association standards, all as in effect at date of Contract. If the Parts or Services fails to conform to such laws, rules, standards and regulations, JEA may return the Parts for correction or replacement at the Company's expense, or return the Parts at the Company's expense and cancel the Contract. If the Company performs Services that fail to conform to such standards and regulations the Company shall make the necessary corrections at Company's expense. JEA may correct Services to comply with standards and regulations at the Company's expense if the Company fails to make the appropriate corrections within a reasonable time.

6.15.2. Remedies

If the Parts and/or Services do not meet the above warranties within the applicable warranty period, JEA shall promptly notify Company. Company shall thereupon (i) at Company's option, repair or replace the defective Parts or (ii) re-perform the defective Services. If in Company's reasonable judgment the Parts cannot be repaired or replaced or the Services cannot be reperformed, Company shall refund or credit monies paid by JEA for that portion of Parts or Services that do not meet the above warranties. Any repair, replacement or reperformance by Company hereunder shall carry warranties on the same terms as described herein, except that the warranty period shall be (a) the remaining balance of the original warranty period, or (b) a period of twelve (12) months from the date of such repair, replacement or reperformance, whichever period ends later. In any event, the warranty period and Company's responsibilities set forth herein for such repair, replacement or reperformance shall end no later than 18 months after expiration of the applicable original warranty period. JEA shall bear the costs of access (including removal and replacement of systems, structures or other parts of JEA's facility), deinstallation, decontamination, re-installation and transportation was included in the Work.

These warranties and remedies are conditioned upon (a) proper storage, installation, operation, and maintenance of the Parts and conformance with the proper operation instruction manuals provided by Company; (b) JEA keeping reasonable records of operation and maintenance during the warranty period and providing Company access to those records, and (c) modification or repair of the Parts or Services only as authorized by Company. Company does not warrant the Parts or any repaired Parts against normal wear and tear or damage caused by misuse, accident, or use against the advice of Company. Any modification or repair of any of the Parts or Services not authorized by Company shall render the warranty null and void.

6.15.3. Exclusive Remedies

This section 6.15 provides the exclusive remedies for all warranty claims based on failure of or defect in Parts or Services, whether the failure or defect arises before or during the applicable warranty period. The warranties provided in this section 6.15 are exclusive and are in lieu of all other warranties and guarantees whether written, oral, implied or statutory. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES.

6.15.4. Company's Knowledge of the Work [JEA-C183]

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

6.15.5. Competent Performance of the Work [JEA-C186]

The Company represents that it will conduct the Work in a manner and with sufficient labor, materials and equipment necessary to affect a diligent pursuance of the Work through Final Completion. If the Company fails to perform the Work as represented, JEA must first notify and give Company reasonable time and access to correct the Work, then JEA may, at its sole discretion, take charge of the Work and furnish and provide the labor, materials, and equipment necessary to complete the Work as planned within the required time if JEA deems the organization of the Company or its management, or the manner in which Company is performing the Work, to be manifestly incompetent or inadequate to complete the

6.15.6. Performance of the Work [JEA-C189]

The Company represents and warrants that it has the full corporate right, power and authority to enter into the Contract and to perform the acts required of it hereunder, and that the performance of its obligations and duties hereunder does not and will not violate any Contract to which the Company is a party or by which it is otherwise bound. The Company warrants that all Parts provided under the Contract shall be free from Defect and Services shall be performed in a professional manner and with professional diligence and skill, consistent with the prevailing standards of the industry. The Company warrants that the Parts and/or Services will meet the functional and performance requirements defined in the Contract.

6.15.7. Safety Representation [JEA-C190]

The Company represents to JEA that it has the capacity to train and supervise its employees, Subcontractors and suppliers to ensure the Work complies with all safety requirements of the Contract Documents. The Company shall be responsible for executing the necessary safety training and supervision of its employees and Subcontractors, and acknowledges that JEA is not responsible for training or supervising the Company's employees, except when noted for the purpose of enforcing compliance with these safety requirements.

6.16. SECTION TITLE: TERM & TERMINATION [JEA-523]

6.16.1. Term of Contract - (Through Work Completion) [JEA-C461]

The Contract shall be in force through completion of all Work, Acceptance and final payment, including resolution of all disputes, claims, or suits, if any. Certain provisions of this Contract may extend past termination including Warranty provisions.

6.16.2. Termination for Convenience [JEA-C194]

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

In the event of termination for convenience, JEA will pay the Company for all Work that the Company has incurred, or those for which it becomes obligated prior to receiving JEA's notice of termination. If applicable, JEA will also pay the Company charges incurred less the reasonable resale value, of materials or equipment that the Company has already ordered, obtained or fabricated in connection with the Contract.

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

JEA will have no liability to the Company for any cause whatsoever arising out of, or in connection with, termination including, but not limited to, lost profits, lost opportunities, resulting change in business condition, except as expressly stated within these Contract Documents.

6.16.3. Termination for Default [JEA-C195] ***

A Participating Agency may give the Company written notice to discontinue all Work under its Contract in the event that:

- o The Company assigns or subcontracts the Work without prior written permission;
- o Any petition is filed or any proceeding is commenced by or against the Company for relief under any bankruptcy or insolvency laws;
- o A receiver is appointed for the Company's properties or the Company commits any act of insolvency (however evidenced);
- o The Company makes an assignment for the benefit of creditors;
- o The Company suspends the operation of a substantial portion of its business;
- o The Company suspends the whole or any part of the Work to the extent that it impacts the Company's ability to meet the Work schedule, or the Company abandons the whole or any part of the Work;
- o The Company, at any time, violates any of the conditions or provisions of the Contract Documents, or the Company fails to perform as specified in the Contract Documents, or the Company is not complying with the Contract Documents.
- The Company attempts to willfully impose upon the Participating Agency items or workmanship that are, in the Participating Agency's sole opinion, defective or of unacceptable quality.
- o The Company breaches any of the representations or warranties;

- o The Company is determined, in the Participating Agency 's sole opinion, to have misrepresented the utilization of funds or misappropriate property belonging to the Participating Agency;
- o Any material change in the financial or business condition of the Company.

If, within thirty (30) days after service of such notice upon the Company, an arrangement satisfactory to the Participating Agency has not been made by the Company for continuance of the Work, then the Participating Agency may declare Company to be in default of its Contract.

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

The Contract Documents shall in no way limit the Participating Agency's right to all remedies for nonperformance provided under law or in equity, except as specifically set forth herein. In the event of termination for nonperformance, the Company shall immediately surrender all Work records to the Participating Agency. In such a case, the may set off any money owed to the Company against any liabilities resulting from the Company's nonperformance.

No Participating Agency has any responsibility whatsoever to issue notices of any kind, including but not limited to deficient performance letters and scorecards, to the Company regarding its performance prior to default by Company for performance related issues.

No Participating Agency shall have any liability to the Company for termination costs arising out of the Contract, or any of the Company's subcontracts, as a result of termination for default.

6.17. SECTION TITLE: GENERAL TERMS & CONDITIONS [JEA-524]

6.17.1. Ambiguous Contract Provisions [JEA-C196]

The parties agree that this Contract has been the subject of meaningful analysis and/or discussions of the specifications, terms and conditions contained in this Contract. Therefore, doubtful or ambiguous provisions, if any, contained in this Contract will not be construed against the party who physically prepared this Contract. The rule commonly known as "Fortius Contra Proferentum" will not be applied to this Contract or any interpretation thereof.

6.17.2. Amendments [JEA-C197]

This Contract may not be altered or amended except in writing, signed by JEA Procurement and the Company Representative, or each of their duly authorized representatives.

6.17.3. Assigning of Contract [JEA-C213] Not Used.

6.17.4 Choice of Law [JEA-C198]

This Contract, and the rights and duties of the parties arising from or relating to this Contract or its subject matter, shall be construed in accordance with the laws of the State of Florida, and the ordinances of the City of Jacksonville without regard to its conflicts of laws provisions. Each of the parties irrevocably submits to the exclusive jurisdiction of the courts of Florida, and further agree that the venue for any legal action brought by or files against JEA relating to any matter arising under this Contract shall be exclusively in that state or federal court, sitting in Duval county, Florida that has jurisdiction over such legal actions.

6.17.4. Confidentiality and Public Record Laws [JEA-574]

Any information disclosed by one party ("Disclosing Party") to the other party ("Recipient") in connection with this Contract that is marked confidential or that due to its character and nature, a reasonable person under like circumstances would treat as confidential (the "Confidential Information") will be protected and held in confidence by the Recipient. Confidential Information will be used only for the purposes of this Contract and related internal administrative purposes. Disclosure of the Confidential Information will be restricted to the Recipient's employees, contractors, or alliance companies on a "need to know" basis in connection with the Work, who are bound by confidentiality obligations no less stringent than these prior to any disclosure. Each party may disclose Confidential Information relating to the Work to providers of goods and services for the engagement to the extent such disclosure is necessary and reasonably anticipated.

Confidential Information does not include information which: (i) is already known to Recipient at the time of disclosure; (ii) is or becomes publicly known through no wrongful act or failure of the Recipient; (iii) is independently developed by Recipient without benefit of Disclosing Party's Confidential Information; or (iv) is received from a third party which is not under and does not thereby breach an obligation of confidentiality. Each party agrees to protect the other's Confidential Information at all times and in the same manner as each protects the confidentiality of its own proprietary and confidential materials, but in no event with less than a reasonable standard of care. A Recipient may disclose Confidential Information to the extent required by law, but that disclosure does not relieve Recipient of its confidentiality obligations with respect to any other party. Except as to the confidentiality of trade secrets, these confidentiality restrictions and obligations will terminate five (5) years after the expiration or termination of the Contract under which the Confidential Information was disclosed, unless the law requires a longer period.

The parties acknowledge that JEA is a body politic and corporate that is subject to Chapter 119, Florida Statutes, and related statutes known as the "Public Records Laws". If a request is made to view such Confidential Information, JEA will notify Company of such request and the date that such records will be released to the requester unless Company obtains a court order enjoining such disclosure. If the Company fails to obtain that court order enjoining disclosure, JEA will release the requested information on the date specified. Such release shall be deemed to be made with the Company's consent and will not be deemed to be a violation of law, including but not limited to laws concerning trade secrets, copyright or other intellectual property.

6.17.5. Conflict and Order of Precedence [JEA-C199]

The Contract shall consist of JEA's Contract or Purchase Order together with these specifications and conditions including, but not limited to, the executed Bid Document, which shall be collectively referred to as the Contract Documents. This Contract is the complete agreement between the parties. Parol or extrinsic evidence will not be used to vary or contradict the express terms of this Contract. The Contract Documents are complementary; what is called for by one is binding as if called for by all. The Company shall, upon discovery, inform JEA in writing of any conflict, error or discrepancy in the Contract Documents. Should the Company proceed with the Work prior to written resolution of the error or conflict by JEA, all Work done is at the sole risk of the Company. JEA will generally consider this precedence of the Contract Documents in resolving any conflict, error, or discrepancy:

- Executed Change Orders / Amendment
- Contract
- -Exhibit(s) to this Contract
- JEA Purchase Orders
- Drawings
- -JEA Technical Specifications and Attachments thereto
- References
- -Bid Document

The figure dimensions on drawings shall govern over scale dimensions. Contract and detailed drawings shall govern over general drawings. The Company shall perform any Work that may reasonably be inferred from the Contract as being required whether or not it is specifically called for. Work, materials or equipment described in words that, so applied, have a well-known technical or trade meaning shall be taken as referring to such recognized standards.

6.17.6. Cumulative Remedies [JEA-C200]

Except as otherwise expressly provided in this Contract, all remedies provided for in this Contract shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity or otherwise.

6.17.7. Entire Agreement [JEA-C201]

This Contract contains all of the understandings and agreements of the parties hereto in respect of the subject matter hereof as of the Effective Date of the Contract. Any and all prior understandings and agreements, expressed or implied, between the parties hereto in respect of the subject matter hereof shall be superseded hereby. Parol or extrinsic evidence will not be used to vary or contradict the express terms of this Contract.

6.17.8. Expanded Definitions [JEA-C202]

Unless otherwise specified, words importing the singular include the plural and vice versa and words importing gender include all genders. The term "including" means "including without limitation", and the terms "include", "includes" and "included" have similar meanings. Any reference in this Contract to any other agreement is deemed to include a reference to that other agreement, as amended, supplemented or restated from time to time. Any reference in the Contract to "all applicable laws, rules and regulations" means all federal, state and local laws, rules, regulations, ordinances, statutes, codes and practices.

6.17.9. Force Majeure [JEA-C203]

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

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

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

6.17.10. Headings [JEA-C204]

The division of this Contract into sections, the insertion of headings and/or index numbers and the provision of a table of contents are for convenience of reference only and are not to affect the construction or interpretation of this Agreement.

6.17.11. Language and Measurements [JEA-C205]

All communication between the Company and JEA, including all documents, notes on drawings, and submissions required under the Contract, will be in the English language. Unless otherwise specified in the Contract, the US System of Measurements shall be used for quantity measurement. All instrumentation and equipment will be calibrated in US System of Measures.

6.17.12. Nonwaiver [JEA-C207]

Failure by either party to insist upon strict performance of any of the provisions of the Contract will not release either party from any of its obligations under the Contract.

6.17.13. Notices and Correspondence [JEA-C208] ***

All notices required or permitted under this Contract shall be in writing and shall be deemed received if sent by one of the following means: (a) upon receipt if delivered by hand; (b) one day after being sent by an express courier with a reliable system for tracking delivery; (c) three days after being sent by certified or registered first class mail, postage prepaid and return receipt requested; or (d) upon confirmed facsimile transmission provided that a copy shall be sent by another of the foregoing means. All notices shall be addressed by a party to the other party as follows:

In the case of JEA:

and to:

JEA

Attn: Heather Burnett Contracts Manager 21 W. Church St. CC-6 Jacksonville, FL 32202

In the case of Company:

[JEA to insert information here - CompanyNoticeAddress]

Either party may change its address from time to time upon prior written notice to the other specifying the effective date of the new address.

6.17.14. Publicity and Advertising [JEA-C209]

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

governed by the Florida Public Records Laws so all Contract Documents are available for public inspection. In addition, JEA is governed by Florida Sunshine Laws and as such, certain meetings are required to be open to the public.

6.17.15. References [JEA-C210]

Unless otherwise specified, each reference to a statute, ordinance, law, policy, procedure, process, document, drawing, or other informational material is deemed to be a reference to that item, as amended or supplemented from time to time. All referenced items shall have the enforcement ability as if they are fully incorporated herein.

6.17.16. Relationship of the Parties [JEA-C211]

The Company agrees that it shall perform the Work as an independent contractor and that it does not (a) have the power or authority to bind JEA or to assume or create any obligation or responsibility, express or implied, on JEA's part or in JEA's name, except as may be authorized by JEA under a separate written document, or (b) represent to any person or entity that it has such power or authority except as may be authorized by JEA under a separate written document.

6.17.17. Severability [JEA-C212]

In the event that any provision of this Contract is found to be unenforceable under applicable law, the parties agree to replace such provision with a substitute provision that most nearly reflects the original intentions of the parties and is enforceable under applicable law, and the remainder of this Contract shall continue in full force and effect.

6.17.18. Subcontracting or Assigning of Contract [JEA-C213]

Each party agrees that it shall not subcontract, assign, delegate, or otherwise dispose of the Contract, the duties to be performed under the Contract, or the monies to become due under the Contract without the other party's prior written consent.

The assignment of the Contract will not relieve either of the parties of any of its obligations until such obligations have been assumed in writing by the assignee. If the Contract is assigned by either of the parties, it will be binding upon and will inure to the benefit of the permitted assignee. The Company shall be liable for all acts and omissions of its assignee or its Subcontractor.

6.17.19. Survival [JEA-C214]

The obligations of JEA and the Company under this Contract that are not, by the express terms of this Contract, fully to be performed during the Term, shall survive the termination of this Contract for any reason.

6.17.20. Third Party Agreements [JEA-557]

Unless otherwise agreed in writing by JEA, JEA shall have no obligation to enter into any third party agreements under this Contract. Such third party agreements shall include, but not be limited to: joint check agreements, and revocable or irrevocable letters of direction with sureties. In the event JEA agrees to execute any such agreement(s), then such agreement(s) shall incorporate additional language as required by JEA's Chief Purchasing Officer.

6.17.21. Time and Date [JEA-C215]

Unless otherwise specified, references to time of day or date mean the local time or date in Jacksonville, FL. If under this Contract any payment or calculation is to be made, or any other action is to be taken, on or as of a day that is not a regular business day for JEA, that payment or calculation is to be made, and that other action is to be taken, as applicable, on or as of the next day that is a regular business day. Where reference is made to day or days, it means calendar days. Where reference is made to workday, workdays, business day, or business days, it means regular working days for JEA Procurement.

6.17.22. Not Used

6.17.23. Waiver of Claims [JEA-C218]

A delay or omission by JEA hereto to exercise any right or power under this Contract shall not be construed to be a waiver thereof. A waiver by JEA under this Contract shall not be effective unless it is in writing and signed by the party granting the waiver. A waiver by a party of a right under, or breach of, this Contract shall not be construed to operate as a waiver of any other or successive rights under, or breaches of, this Contract.

The Company's obligations to perform and complete the Work in accordance with the Contract shall be absolute. None of the following will constitute a waiver of any of JEA's rights under the Contract: approval or payment of any progress payments or any other payments, including final payment; issuance of the Certificate of Substantial Completion or Certificate of Contract Completion; any use or occupancy of the Work by JEA; nor any correction of faulty or defective work by JEA.

7.1. SECTION TITLE: SCOPE [JEA-526]

7.1.1. Obligations of the Company [JEA-C396]

The Company shall provide everything necessary to successfully complete the Work except the materials, obligations, assumptions and services specifically stated in the Contract to be provided by JEA. No payments, other than those shown in the Bid Documents, will be made to the Company for performance of any requirements of the Contract Documents. The Company shall perform all Work in accordance with the Contract Documents and the applicable JEA standards manuals, safety manuals, policies, accepted commercial work practices, local, state, and federal, rules regulations and laws which may be amended from time to time, all as in effect at Contract Date. The Company shall provide all permits, certifications, insurances, and bonds necessary or required by good practice, except where specifically stated in the Contract to be provided by JEA.

The Company personnel shall perform all Work in a professional, efficient, and competent manner. The Company is obligated to provide personnel possessing the skills, certifications, licenses, training, tools, demeanor, motivation, and attitude to successfully complete the Work. The Company is obligated to remove individuals from performing Work under this Contract when the Company recognizes an individual to not be working in a manner consistent with the requirements of this Contract, or when JEA notifies the Company that JEA has determined an individual or group of individuals to not be working in a manner consistent with the requirements of this Contract. The Company is obligated to ensure that their officers and executives interact with JEA, JEA customers, whether direct or indirect customers of JEA, with the utmost level of professionalism and integrity.

In the event the Company chooses to use Subcontractors, the Company is obligated to provide Subcontractors possessing the skills, certifications, licenses, training, tools, demeanor, motivation and attitude to successfully perform the work for which they are subcontracted. The Company is obligated to remove Subcontractors from performing Work under this Contract when the Company recognizes that a Subcontractor is failing to work in a manner consistent with the requirements of this Contract, or when JEA notifies the Company that JEA has determined a Subcontractor is failing to work in a manner consistent with the requirements of this Contract.

The Company is obligated to ensure that sufficient supervision of the Work is provided. This includes ensuring that the Company Supervisor is at the Work Location when Work is being performed for Services Work.

The Company shall bear responsibility for the efficiency, adequacy and safety of the performance of the Work, including temporary Work and facilities, until Acceptance. The Company shall be responsible for any loss or damage to Company's materials, tools, labor, and equipment used during the performance of, or in connection with, the Work. Any JEA comments or approval regarding the Company's performance, materials, working force, or equipment will not relieve the Company of any responsibility.

7.2. SECTION TITLE: LOCATION [JEA-527]

7.2.1. Work Location [JEA-C460] ***

Work shall be performed at the following location(s):

7.2.2 Nuclear Use

Parts and Services sold hereunder are not intended for use in connection with any nuclear facility or activity without the written consent of Company. JEA warrants that it shall not use, or permit others to use Parts and/or Services for such purposes, unless Company agrees to such use in writing.

year first above written.	
ATTEST:	
By: B	y:
Name:	Name:
Title:	Title:
ATTEST:	JEA
By:	By:
Name:	Jenny McCollum
Title:	Director, Procurement Services
Approved by Awards Committee on Thursday,	, 2008, Award Item #
Form Approved:	

Office of General Counsel

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement, in duplicate, the day and

EXHIBIT A PRICING

EXHIBIT B TECHNICAL SPECIFICATIONS

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1. SCOPF

JEA is replacing an existing transformer and metal clad switchgear lineup at their 13.2kV / 4.16kV Park and King substation located in Jacksonville, FL. The scope of the work shall include furnishing the following materials and services. This also includes the requirements for protective relaying, circuit breakers and all appurtenances as indicated in the bid documents and drawings. Equipment to be furnished is shown on attached one-line drawings, data sheets and arrangement drawings (see Appendix).

2. PROJECT ENGINEER

The Project Engineer(s) and contact person(s) for technical questions and clarifications concerning this specification are:

Patricia Murphy JEA Standards 21 West Church Street Jacksonville, FL 32202-3139 Office: (904) 665-7289

Email: <u>murppc@jea.com</u>

Mir Roh

JEA Substation Project Design 21 West Church Street Jacksonville, FL 32202-3139 Office: (904) 665-5887

Email: rohj@jea.com

3. GENERAL DESIGN REQUIREMENTS

- 3.1. The Switchgear shall be designed, manufactured, assembled, insulated and tested in accordance with the latest applicable ANSI/IEEE, NEMA, NFPA and ASTM standards except where specific requirements of these specifications conflict with these standards. In the event of any conflict between Specifications and Codes the more stringent requirements shall apply.
- 3.2. The switchgear shall be of the highest commercial quality as to material, workmanship and design. All materials used in the construction of the apparatus shall be selected as the best available for the purpose for which used, considering strength, ductility, insulation and best engineering practice. Liberal factors of safety shall be used throughout the design.
- 3.3. All materials and equipment shall be completely factory built, assembled, wired and tested. All equipment and components shall be new and of first quality and shall conform to these specifications, as well as, any codes governing the use of the material.
- 3.4. The Switchgear Manufacturers and Manufacturer plant locations must be pre-approved by JEA.
- 3.5. The Manufacturer of this equipment shall have produced similar electrical equipment for a minimum period of five years. When requested by the Project Engineer, an acceptable list of installations for utilities with similar equipment shall be provided demonstrating compliance with this item.
- 3.6. The Manufacturer shall be ISO-9001 Certified.
- All equipment furnished under this contract shall be labeled and listed by a nationally recognized testing laboratory.
- 3.8. The switchgear Manufacturer shall serve as the single point of responsibility for field service, as well as, warranty for all component systems installed within the assembly. The Manufacturer shall provide all interconnecting wiring between component systems mounted within the assembly and shall furnish functional testing of these systems such as Metal-Clad Switchgear, data acquisition, protective relaying, etc. Provisions shall be made for JEA or consultant to witness these tests. Any additional costs incurred for this service shall be included in the base proposal.

4. DESIGN REVIEW

- 4.1. The Manufacturer shall, upon request, provide JEA with all the switchgear design data.
- 4.2. JEA may have a consulting engineer review the design data provided by the Manufacturer.
- 4.3. At JEA's discretion, JEA may ask the Manufacturer to meet in person at a JEA facility to discuss the design of the switchgear and any other aspect related to these specifications. JEA may ask the Manufacturer to have the design engineer(s) available to discuss the design with JEA and/or JEA's consulting engineer. At JEA's discretion, these meetings may also be held by phone via conference calls.
- 4.4. Under no circumstance shall the Manufacturer have any authority to change the design agreed upon without consulting with JEA's Project Engineer.

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- 4.5. The Manufacturer shall not start manufacturing the switchgear until all the design data has been reviewed by JEA and they receive written authorization to proceed from JEA's Project Engineer.
- 4.6. The Manufacturer shall submit a production schedule associated with the equipment being provided. Such schedule shall be updated and submitted by the first of each month until completion and delivery of the switchgear.

5. SITE CONDITIONS

- 5.1. Location: Park and King Substation, 2658 Gale Court, Jacksonville, Florida 32204
- 5.2. Applicable Codes: ASCE-7-10 Minimum design loads for Buildings and Other Structures; Florida Building Code
- 5.3. Structure Risk Classification: Category II
- 5.4. Wind: Basic Wind Speed: Vult = 130mph; Wind Importance Factor = 1.15; Exposure Category C; Occupancy Category III
- 5.5. Seismic: Design Category B
- 5.6. Rainfall: 8.75 inches (25 year, 24 hour rainfall)
- 5.7. Temperature: Maximum average = 93 degrees F (July/August), Minimum average = 38 degrees F (January)
- 5.8. It is intended that the switchgear will be placed within a climate controlled building constructed by JEA at the site.

 Access to the rear of the switchgear for transformer and feeder connections to be accessible via a rollup garage door.

 JEA has provided assumptive sizing and clearances as demonstrated in the Appendices. The Manufacturer will need to specify all required clear opening and clearances required for installation, operation and maintenance of the switchgear.
- 5.9. It shall be noted that the site has significant space constraints. The site is approximately 25' wide and is limited to the switchgear being three (3) compartments wide or 96".
- 5.10. The length of the site is more flexible and if more compartments are required, the manufacturer will need to work with JEA's design team on the proper location, switchgear compartment requirements and also the adjustments required to the building. Currently the plan is to locate the other compartments remotely from the main transformer and feeder compartments and provide bus duct or cable bus to connect additional compartments within the building as required. If rear access is required for the remote compartments, the remote compartments will need to be located on opposite ends of the building. The manufacturer shall provide a cost per foot to remotely locate these compartments. The distance for this calculation shall be defined as the distance between the front of the main switchgear and remote compartment cabinets.

6. ELECTRICAL DESIGN REQUIREMENTS

The New Replacement Switchgear shall consist of:

- 6.1. Three (3) 36" wide breaker compartments shall be provided for one (1) Main breaker and two (2) Feeder breakers. Breakers shall be single frame, 4.16kV, 1200A, vacuum circuit breakers with multi-ratio CTs, associated protective relays, controls, indicating lights and wiring. One set of relaying accuracy, multi-ratio CTs shall be provided and mounted on the Line and Load sides of the removable breakers. The Manufacturer shall furnish all necessary power and control interconnections between cubicles.
- 6.2. 4.16kV, 3-Phase, 4 Wire Grounded, 60 Hz system rated for continuous operation and Voltage Range Factor (K) of 1.0.
- 6.3. Indoor Arc Terminating Switchgear tested to the latest IEEE C37.20 requirements for Arc Resistant Switchgear which includes Arc-Terminating equipment.
- 6.4. Arc-Terminating Requirements:
 - 6.4.1. The Manufacturer is required to provide the details of the ANSI/IEEE tested and approved arc-terminating or fault suppression device and the cycles and/or milliseconds in which the arc will be detected and quenched.
 - 6.4.2. The Manufacturer needs to provide details and references of actual installations of this same type of device.
 - 6.4.3. The Manufacturer must provide documentation of factory and field testing.
 - 6.4.4. The Arc Terminating device must be resettable in the field.
 - 6.4.5. The Arc Terminating device must have an operating and clearing time of 6ms or less.

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- 6.5. Underground cable connections to a new 13.2/4.16kV, 8.6MVA Power transformer.
- 6.6. Underground cable connections to two (2) new 4.16kV distribution feeder circuits.

7. STATIONARY STRUCTURE

- 7.1. The switchgear shall be a complete self-supporting structure consisting of one high vertical sections mounted side by side and connected electrically and mechanically to form one metal-enclosed rigid equipment. The switchgear shall be modern in appearance and design. Front covers, instrument doors, interior barriers, end trim, rear covers, interior current and voltage transformer compartments and roofs will be no less than 11 gauge steel. Equipment is to be provided with adequate lifting facilities.
- 7.2. Metal side sheets shall provide grounded barriers between adjacent structures and solid removable metal barriers shall isolate the major primary sections of each circuit.
- 7.3. Each metal-clad vertical section shall be a self-supporting stationary housing consisting of and divided into a secondary and primary enclosure.
 - 7.3.1. The secondary enclosure shall consist of a compartment with a hinged, latched door or panel (11 gauge steel) upon which are mounted the specified protective and control instruments at dedicated locations. Each door panel shall be equipped with a door stop. Other required surface-mounted devices, fuses and terminal blocks shall be mounted on the vertical side sheets inside the compartment. A wire trough shall be located at the top to provide for inter-unit wiring. Secondary control wires shall be enclosed in grounded steel troughs where they pass through primary compartments.
 - 7.3.2. The primary enclosure houses the high voltage equipment (breakers, CTs, VTs) and connections. It shall consist of formed steel frame divided into individual compartments. The compartments shall be arranged to prevent the interchange of gas between compartments. The main primary compartments are the breaker compartment, main bus, power termination and auxiliary compartments.
- 7.4. The switchgear shall be designed for all circuits to enter the vertical sections from below. Openings shall be 24" x 12" unless otherwise indicated.
- 7.5. All bus joints, taps, splices and outgoing connections shall be insulated. Bolt sequencing and torqueing instructions shall be provided.
- 7.6. Each cubicle which has high voltage connections shall be effectively isolated from the others and from low voltage sections by metal barriers. All high voltage connections in these compartments shall be accessible through removable cover plates or doors. There shall be no exposed low voltage wiring in high voltage compartments. The voltage and current transformer secondary wiring runs in high voltage compartments shall be in metal conduit or equivalent. Removable cover plates shall be provided for access to buses, voltage and current transformers, low voltage wires, etc. The relay panels shall be isolated from the high voltage connections by grounded metal panels.
- 7.7. All doors shall be hinged with formed edges and provided, as required, with doorstops, louvers with 1/8" mesh aluminum backup vermin screens. Doors shall open a minimum of 105" and be so designed that there will be no interference with devices when the circuit breakers are racked "in" or "out".
- 7.8. Provision shall be made in the appropriate switchgear cubicles for the entrance of conduits containing the low voltage control and auxiliary power cables and necessary connections to interposing relays, auxiliary transformers, voltage regulating equipment and other low voltage wiring. In the cubicles, a removable floor plate shall be provided for the entrance of the cables.
- 7.9. The power cable compartment shall be located at the rear of the structure and shall provide adequate facilities for terminating cables. At least 33" of vertical space shall be provided to accommodate cable bending radius and stress cones. Cable supports shall be included. Terminal connectors for cable connections will use NEMA 4-hole drilling and adapters where required, for multiple cables and be silver-plated copper. Connections made to bus ducts shall have all the necessary bus adapters, bolting, insulating supports and metal flanges provided. Ground sensing current transformers shall be mounted in the respective cable compartments as noted on the drawings provided.
- 7.10. The compartment access doors shall be hinged and latched and shall have provisions for padlocking. Door stops and stop catches shall be furnished.

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- 7.11. Bottom entry shall be provided for power cables. Top entry for power cable connections shall be provided as required for manufacturer to connect remote switchgear units. Top and bottom entry shall be provided for control cables.
- 7.12. Grounded metal cable troughs shall be provided in each unit to segregate cables between the upper and lower breaker units where applicable.
- 7.13. Grounded metal safety shutters will close the entrance to stationary primary disconnecting devices when the breaker is in the test or withdrawn position.
- 7.14. All bus supports and other insulating material subject to line-to-line or line-to-ground voltages shall be of high grade wet process porcelain or cycloaliphatic epoxy, including stationary primary disconnects. This equipment shall be shipped assembled to the maximum possible extent.
- 7.15. The primary disconnecting contacts shall be constructed of silver-plated copper. All moveable contact fingers and springs shall be mounted on the circuit breaker where they may be easily inspected.
- 7.16. All floors shall be under-coated with a flame retardant sealant.
- 7.17. All of the control cables shall enter as shown on the conduit drawings.
- 7.18. Cable troughs for wiring between the circuit breaker cubicles and the miscellaneous cubicles shall be located internal to the switchgear.
- 7.19. Enclosures shall be designed for indoor locations and fit inside a building with interior clear height of 138" unless otherwise specified. The Manufacturer shall be required to provide ingress and egress requirements for the switchgear including minimum clear height and door opening sizes to accommodate moving the switchgear into and out of the building and provide a description of the means and methods for moving the switchgear.
- 7.20. Switchgear shall be designed in accordance with the testing requirements of ANSI/ IEEE C37.20 for one-high construction.
- 7.21. The Manufacturer shall use fittings and materials that prevent the propagation of damage to the adjacent compartments.
- 7.22. Switchgear units, generally, shall be arranged as shown on the drawings provided.
- 7.23. Energized bare parts mounted on doors shall be guarded where the door must be opened for maintenance of equipment or removal of draw-out equipment.
- 7.24. Each outgoing, rear cable compartment shall be provided with a lockable, hinged door(s) utilizing a 3-point latching system. Cable supports shall be provided for outgoing underground cables. The floor of each cable compartment shall be provided with removable openings for bottom entry power cable connections to the switchgear.
- 7.25. Enclosure shall be designed with provisions for closed coupled coordination to the unit substations liquid type primary unit substation transformer where required. Transformer drawings will be provided by JEA at a later date.
- 7.26. Work to be included:
 - 7.26.1. Design, fabrication, shop testing, documentation, delivery, offloading and installation of 4kV Class Metal-Clad Switchgear.
 - 7.26.2. Aligning, leveling and bolting the switchgear to the concrete pad.
 - 7.26.3. Connecting the bus work and cables at shipping splits.
 - 7.26.4. Furnish and install a separate, single cabinet 125VDC UPS System (SENS, Power Cab 120 Model # 4BG8110NTBAC00 or equivalent) to be located inside the switchgear building.
 - 7.26.5. Furnish and install a Fiber Optic Rack inside the Switchgear Building. Provisions shall include providing required conduit and cables for routing Fiber Optic cable interconnections between the switchgear auxiliary compartment RTAC units and the 125VDC source breaker at the UPS unit panel. The 125VDC power circuit shall be routed and terminated on a terminal block mounted on the equipment rack. The 19" communications rack shall be Chatsworth Products Part # 55053-103. The rack shall be grounded to the switchgear ground bus.

7.27. Work not to be included:

- 7.27.1. The Power Transformer and the Underground Cable Connection between the switchgear and transformer or between the switchgear and distribution feeders.
- 7.27.2. Switchgear Building and Foundation.
- 7.27.3. Attaching external yard equipment AC power and control cables to appropriate terminals.
- 7.27.4. A cable tray above the switchgear and running the length of the switchgear will be provided by JEA for top entry of control cables.
- 7.27.5. A communication cable tray above the switchgear and running the length of the switchgear and communication rack will be provided by JEA for top entry of cables.

8. CIRCUIT BREAKER COMPARTMENT

- 8.1. Circuit Breaker Compartments shall be designed to house 5kV Class, single frame, removable-element, vacuum circuit breakers
- 8.2. Stationary primary disconnect contacts shall be silver-plated copper. Grounded metal safety shutters shall isolate all primary connections in the compartment when the breaker is withdrawn from the connected position and in either the test, disconnected or removed position. The shutter assembly shall be capable of being padlocked in the closed position. Shutters shall be permanently marked to indicate the "BUS" or "FEEDER" side primary stationary disconnects. Phase markings shall also be included.
- 8.3. Each circuit breaker will be mounted in a steel framework equipped with self-connecting primary disconnects and manually connected secondary disconnect devices (contacts).
- 8.4. Circuit breaker compartments shall have front and rear steel hinged doors with a single handle multi-point latching system.
- 8.5. Circuit breaker compartments shall include reinforced hinged front panels suitable for mounting relays and instruments.
- 8.6. Circuit breakers shall be equipped with secondary disconnecting contacts which shall manually or automatically engage in the connected position.
- 8.7. Sturdy interlocks to prevent racking breaker into or from connected position with breaker closed shall be provided. A positive stop will prevent over-travel when in the connected position. The design of the mechanism will be such that the removable breaker will be self-aligning and will be held rigidly in the connected position without the necessity of locking bars or bolts. Interlocks shall be described below:
 - 8.7.1. The breaker is automatically tripped when racking in before the primary shutters open.
 - 8.7.2. The breaker is trip-free mechanically and electrically during levering.
 - 8.7.3. The breaker shall be racked with front door open or closed.
 - 8.7.4. The breaker closing spring is automatically discharged as the breaker is withdrawn from the cell.
 - 8.7.5. A latch secures the breaker in the connected, disconnected or test position with the door open or closed.
 - 8.7.6. The circuit breaker is grounded throughout its travel.
 - 8.7.7. Positive indication of the breaker position shall be provided for connected, test and disconnected positions.
 - 8.7.8. It shall not be possible to insert or remove a circuit breaker element from the connect position while the interrupters are in the closed position. The stored energy mechanism shall be discharged automatically before the circuit breaker element being withdrawn from the cubicle.
- 8.8. A handle shall be used to manually charge the spring for slow closing of contacts for inspection or adjustment. Two handles shall be provided with each switchgear assembly.

- 8.9. Each breaker compartment shall incorporate a breaker rackout device. Using the rackout device, a breaker will be self-aligning and will be held rigidly in the operating position. In the disconnect position, the breaker shall be easily removable from the compartment. Two racking devices shall be provided with each switchgear assembly.
- 8.10. Breaker racking shall be accomplished with the door closed and latched. Insert handle through a hole in the front door to operate rackout device. An indicating tape shall show breaker position when racking breakers in or out of their connected positions. Three breaker positions shall be indicated with the door closed: CONNECTED, TEST and DISCONNECTED.
- 8.11. The rackout device shall have provisions for padlocking in the disconnected position. When locked in disconnected position, breaker shall be removable from compartment. Padlock shall not interfere with breaker operation.
- 8.12. All breaker auxiliary contacts and other devices will function normally in TEST position; an umbilical cord shall be included, if required.
- 8.13. Automatic shutters shall cover primary disconnect stabs when the breaker is withdrawn to test/disconnect position. Linkages connected to racking mechanism shall positively drive shutters.

9. AUXILIARY COMPARTMENTS

- 9.1. Each of the auxiliary compartments (primary enclosure) shall be designed to house the voltage and current transformers.
- 9.2. The rating for the voltage and current transformers shall be as indicated in each switchgear unit specification.

10. CABLE COMPARTMENT

- 10.1. The cable termination compartment (primary enclosures) for incoming source and feeder cables shall be located at the rear of the equipment and shall be accessible through a padlockable door.
- 10.2. All cables shall enter the compartment from the bottom.
- 10.3. The incoming source cable compartments shall be designed to house and support at least six (6) single phase terminators and be a minimum of 24" x 12".
- 10.4. A copper ground bus shall extend through this compartment for the full length of the switchgear and shall be easily accessible from the cable entrance. The ground bus shall have a minimum rating equal to the maximum momentary and four second rating of any circuit breaker.

11. MAIN BUS AND BUS COMPARTMENT

- 11.1. The main bus compartment shall contain three-phase, three-wire, fully insulated, copper bus, silver plated at connection points and have a continuous rating of 1200A.
- 11.2. The Short Circuit withstand rating of the switchgear bus bar system shall match that of the maximum interrupting ratings of the Main Circuit Breakers feeding the switchgear.
- 11.3. Bus bars shall have a continuous current rating based on temperature rise and documented by design tests.
- 11.4. All joints will be silver plated with at least two bolts per joint. Bus bars will be braced to withstand magnetic stresses developed by currents equal to the power circuit breaker close, carry and interrupting ratings.
- 11.5. Access to bus bars shall be through removable front panels.
- 11.6. Bus bars shall have fluidized bed epoxy flame retardant and non-hydroscopic insulation.
- 11.7. The rated maximum voltage shall be 4.76kV.
- 11.8. The bus bar supports shall be polyester glass for the switchgear's rated maximum voltage.
- 11.9. Provide and install an SEL bare-fiber loop Sensor along the length of each complete bus section for connection to the Main Breaker SEL-751 protective relay mounted in the main breaker compartment. The switchgear Manufacturer shall provide the bare fiber sensor, the jacketed duplex fiber zipcord, splice connectors and dula V-Pin latch terminators. V-

- Pin Splice Bushings shall be provided as required between compartments. Installation shall be in accordance with recommendations of SEL Application Guide, Volume III (AG2011-01) recommendations.
- 11.10. Bus orientation shall be A-B-C top to bottom, front to back and left to right when viewed from the front of the switchgear.
- 11.11. Tapering of the bus systems is not permitted.
- 11.12. All main bus supports shall be porcelain or epoxy, including inter-unit bus isolation barriers. All bus and live part supports shall be high-strength electrical grade wet process porcelain or cycloaliphatic epoxy (bisphenal epoxy is not acceptable) or polyurethane.
- 11.13. Liquid dipped epoxy shall be used for insulating the bus. Insulating boots over the joints either match the color of the bus sleeving or be of a clear insulating material.
- 11.14. Two control buses consisting of insulated copper cable shall run the entire length of each switchgear assembly. Control buses shall be isolated from the primary devices in separate solid raceways or metal conduit. One two-wire bus with an auxiliary undervoltage alarm relay shall operate at 110 dc voltage and shall supply power to the close and trip circuits of the switchgear and the spring charging motor of the stored-energy mechanism. The second control bus shall carry cabling as required per station service availability. The load on the ac control power bus shall be arranged such that it is balanced as closely as possible for each switchgear assembly.

11.15. Ground Bus

- 11.15.1. A full length, silver-plated, copper ground bus shall be provided and installed near the bottom of the unit line up. It shall be ¼ x 2 inches minimum in cross-section. In the feeder breaker units, provision shall be made for attachment of a NEMA 2-hole ground lug. The ground bus shall be securely bonded to the frame of each unit and shall have provision for grounding the entire assembly at each end of the lineup. Extension provisions similar to those of the power buses shall be provided.
- 11.15.2. The ground bus shall extend throughout assembly with connections to each breaker grounding contact and cable compartment ground terminal. The ground bus continuous current rating shall be sized to match that of each main bus bars at a 65 degree rise. Station ground connection points shall be located in each end section or as otherwise designated.
- 11.15.3. Ground bus shall be braced to withstand magnetic stresses developed by currents equal to the power circuit breaker close, carry and interrupting ratings.

12. INSTRUMENT TRANSFORMERS

- 12.1. <u>Current Transformers:</u> The current transformers shall have ratios, relay accuracies and metering accuracies as indicated in each switchgear unit specifications. The current transformers shall have sufficient thermal and mechanical rating equal to the momentary rating of the circuit breakers and shall be insulated for full BIL rating of the switchgear.
 - 12.1.1. The Current Transformers secondary terminals shall be of the solder-less clamp type. All current transformers shall be properly identified for polarity with standard marking symbols.
 - 12.1.2. Current Transformers having an insulation rating of 600V with fully insulated bus centered in the transformer window opening are acceptable when corona, hypot and impulse tests prove a satisfactory arrangement. Tests shall be performed on a Current Transformer installation in the switchgear Manufacturer's equipment. Certified test reports shall be submitted with the approval drawings.
 - 12.1.3. A minimum acceptable accuracy class for metering and relaying (C400 or better) shall be in accordance with the latest edition of ANSI Standard C37.20.2 and C57.13.
 - 12.1.4. Phase Current Transformers shall be mounted over stationary primary disconnects. Ground fault sensor Current Transformers shall be mounted in cable compartments and sized to accommodate power cables and reliable relay operation.
- 12.2. <u>Voltage Transformers:</u> Voltage Transformers shall be draw-out type, equipped with current-limiting fuses and shall have accuracies and ratios complying with ANSI C57.13 as indicated in each switchgear unit specifications.

- 12.2.1. Each set of voltage transformers and their primary fuses (current limiting, high interrupting capacity) shall be mounted in separate steel compartments. They shall be equipped with primary and secondary fused disconnecting devices. Withdrawing the Voltage Transformers shall disconnect the primary side of the transformer from the power source. A grounding device shall contact the fuses as the Voltage Transformers are withdrawn, effectively discharging the transformers of any static charge.
- 12.2.2. Primary connections to the transformers shall be insulated and enter the compartment through porcelain or cycloaliphatic epoxy bushings. Each set of voltage transformers and fuses shall be mounted on the tiltout steel carriage which will be capable of disconnecting the transformer fuses from their voltage source and removing them from the structure. This removing mechanism shall be so arranged that full access to the transformers cannot be accomplished until the fuses are disconnected from the structure and grounded. When moved to a full out position, the transformer fuses and VT windings shall be automatically connected to ground. Primary contacts shall be insulated from the structure by porcelain or cycloaliphatic epoxy supports, shall be self-aligning and shall have silver to silver contact surfaces.
- 12.2.3. The drawout Voltage Transformers shall be designed to deter accidental contact with any live parts when in the drawn position.

13. VACUUM CIRCUIT BREAKERS

- 13.1. The specific circuit breaker manufacturer and type must be approved by JEA before furnishing. Approved Circuit Breaker manufacturers are as follows: GE PowerVac, Powell and Schneider. Breakers by any other manufacturer must be approved by JEA during the switchgear design process.
- 13.2. Circuit breakers shall be three-pole, single-throw, removable, horizontal draw-out roll on floor type rated at 1200A and 60Hz with a symmetrical interrupting rating of 36KA.
- 13.3. Circuit breakers shall be vacuum-break type and have a rated interrupting time of 3 cycles.
- 13.4. The circuit breaker control voltage shall be 125VDC. The 125VDC power source, for breaker control, shall be provided from a separate UPS system installed in the switchgear enclosure or from a separate 125VDC source provided by JEA. When required, the UPS system shall be provided by the switchgear manufacturer.
- 13.5. Circuit breakers shall be operated by an electrically charged, mechanically and electrically trip-free, stored-energy spring. The stored energy mechanism shall be charged normally by a universal electric motor and in emergency situations by a manual handle. Only a spring-open, spring-close mechanism will be acceptable.
- 13.6. Circuit breakers of same ratings and control voltage shall be completely interchangeable both physically and functionally without having to adjust any wiring. Interchangeability shall be demonstrated during factory testing.
- 13.7. Breakers and compartments shall be manufactured so a breaker of lesser continuous amperage or short circuit capability cannot be installed in a compartment manufactured for a breaker or a higher rating. The installation of the highest rated breaker of the switchgear into all other compartments shall be demonstrated at the factory with the specific breakers for this project being inserted and tested in each cell.
- 13.8. The circuit breaker's primary disconnecting fingers shall be silverplated. The secondary disconnecting contact shall be a silver-plated, multiple contact plug. The plugs shall manually engage the housing sockets in the breaker operating positions.
- 13.9. The breaker compartment shall be furnished with a mechanism which will move the breaker between the operating and disconnecting positions. The mechanism shall be designed so that the breaker will be self-aligning and will be held rigidly in the operating position without the necessity of locking bars or bolts. In the disconnect position the breaker shall be easily removable from the compartment.
- 13.10. Circuit breakers shall be provided with self-aligning contacts for grounding the removable elements when they are inserted in the housings or in the test position. Circuit breaker removable elements shall have three (3) distinct positions in their housings:

13.10.1. "Connected" – ready for operation

- 13.10.2. "Test" primary contacts separated at a safe distance, switchgear primary contact shutter closed and secondary contacts connected
- 13.10.3. "Disconnected" primary and secondary contacts separated by a safe distance
- 13.11. Interlocks shall be designed to deter moving the breaker to or from the operating position unless its contacts are in the open position. As a further precaution, interlocks shall be provided to prevent moving the breaker into the disconnected position while the operating springs are charged.
- 13.12. Protective front covers shall be provided on the circuit breaker element to prevent access to the operating mechanism or live parts when the circuit breaker is in the connected position.
- 13.13. The breaker front panel shall be a grounded steel barrier that effectively isolates the instrument and control compartments. The front panel shall have the following control and indication features:
 - 13.13.1. Breaker open-close indication.
 - 13.13.2. Closing springs charged-discharged indication.
 - 13.13.3. Operations counter.
 - 13.13.4. Manual trip-close push buttons.
- 13.14. Switchgear shutters shall be permanently marked to indicate the "Bus" or "Feeder" side primary stationary disconnects. Phase marking shall also be included.
- 13.15. The circuit breaker shall be mechanically interlocked to coordinate with the requirements outlined in the Circuit Breaker Compartment section of this specification and applicable ANSI standards.
- 13.16. Manual operating devices for racking the circuit breaker elements in and out of their cubicle shall be provided.
- 13.17. The circuit breakers shall be equipped with a polymer metal oxide type surge suppressor devices per Manufacturer standards that is capable of providing protection against overvoltage transients to the load supplied by the breaker.
- 13.18. An extension jumper and test stand shall be provided for each switchgear assembly so that the circuit breaker and the circuit breaker's operation may be checked with the breaker element outside of the circuit breaker cubicle.
- 13.19. Each circuit breaker shall be provided with an auxiliary switch. All breakers shall have a 6-stage switch containing six "a" (normally open) and six "b" (normally closed) contacts rated at 20 amps continuous, 10 amps interrupting at the specified control voltage. Mechanism operated cell switches shall be operated directly by the breaker mechanism when in the connected and test positions and shall be capable of individual adjustment. All wiring to mechanism operated cell switches shall be brought out to the terminal blocks for external secondary connections. All spare contacts shall be wired to terminal blocks.
- 13.20. The Manufacturer shall furnish in each compartment a truck operated cell (TOC) switch with a minimum of three (3) "a" and three (3) "b" breaker cell mounted position contacts rated 20 amps continuous, 10 amps interrupting at the specified control voltage. Truck operated cell switch shall be operated when the breaker is moved into or out of the connected position. All wiring to truck operated cell switches shall be brought out to terminal blocks for external secondary connections.
- 13.21. Each circuit breaker shall be provided with a position switch indicating whether the circuit breaker is in the "Connect" or "Disconnect" position.
- 13.22. Arc Flash Sensor Provisions:
 - 13.22.1. For each Main breaker, provide SEL fiber point sensors (2) mounted on the rear wall of each breaker cell and connected to the Main SEL-751 protective relay. Sensors shall be located so that the breaker shutters do not obstruct the operation of the point sensors.
 - 13.22.2. Provide and install an SEL bare fiber loop sensor at the rear of each feeder breaker cell's outgoing line compartment. This fiber loop shall terminate on the SEL-751 relay located in the associated feeder breaker control panel.

- 13.22.3. For each switchgear section line up, provide and install a bare fiber sensor loop routed from the Main breaker cell through the front sections of all auxiliary and feeder breaker cells and terminated back at the Main breaker SEL-751 protective relay. Placement of the bare fiber in the Feeder breakers shall be along the rear wall of each breaker cell with due care so that the breaker shutters do not obstruct the fiber sensor's operation.
- 13.22.4. For each bus tie breaker, provide SEL fiber point sensors (2) on the rear wall of the breaker cell. One of the two sensors shall be routed through the switchgear and terminated at the Main Breaker 1 SEL-751 relay and the other shall be routed and terminated at the Main Breaker 2 SEL-751 relay.
- 13.22.5. The switchgear Manufacturer shall provide the SEL bare-fiber loops and point sensors, jacketed duplex fiber zipcord, splice connectors and Dual V-Pin Latch terminators, in lengths as required.
- 13.22.6. All arc flash sensors shall be provided and installed in accordance with recommendations of SEL Application Guide, Volume III (AG2011-01).

14. SWITCHGEAR CONTROLS, RELAYS, METERS AND CONTROL WIRING

- 14.1. Meters (Electro Industry Shark), protective relays (SEL-751), instruments and controls shall be furnished and installed by the switchgear manufacturer.
- 14.2. The following are general requirements for the switchgear controls, relays, meters and control wiring:
 - 14.2.1. Instruments and controls shall be installed and wired on the hinged front panels. Protective relays shall be mounted on the hinged front door of each low voltage compartment. Auxiliary relays shall be mounted inside of the appropriate low voltage compartment.
 - 14.2.2. Energized bare parts mounted on doors shall be guarded where the door must be opened for maintenance of equipment or removal of draw-out equipment.
 - 14.2.3. The Manufacturer shall furnish ABB type switches or approved equal for protective relay and meter inputs/outputs.
 - 14.2.4. Location and arrangement of the all the devices must be approved by JEA.
 - 14.2.5. Control switches: The control switches shall be rotary, multi-position, cam-operated, multi-stage type and silver-to-silver contacts rated 600 volt, 20 amperes. Breaker control switches and selector switches shall have "pistol grip" handles. The control switches for the circuit breaker shall be of the pull-out type. In the operating position they shall provide for local control and indication of the equipment. In the pull-out position they shall provide for supervisory control of the equipment served. In the supervisory position, local indication shall be in operation but local control shall be disconnected. Circuit breaker control switches shall have a mechanical flag indicator with red and green markers to indicate the last manual operation of the switch. Switches shall be GE Type SB-10.
 - 14.2.6. Lockout relays shall have "oval" handles and shall be Electroswitch Series 24 Type LOR or approved equal with electric trip and hand reset.
 - 14.2.7. Main contacts of all switching devices shall be silver-plated or equivalent. The contact surfaces of secondary disconnecting devices and relays shall be silver-plated or equivalent.
 - 14.2.8. Each circuit breaker shall be provided with Light Emitting Diode (LED) lights mounted on the breaker panel and wired to provide indication unless the breaker is in the operating test or disconnected position. Indicating lights shall be of the series resistor type with color caps designed for maximum visibility and long service life, GT Type ET-16 or approved equal. The indicating lights shall be as follows:
 - 14.2.8.1. Red to indicate the closed position.
 - 14.2.8.2. Green to indicate open position.
 - 14.2.9. Appropriate test switches shall be provided for voltage, current and trip circuits of all the protection relays and panel metering units.
 - 14.2.10. Each incoming line main circuit breaker, bus tie circuit breaker and feeder circuit breaker unit shall be provided with a Mechanism Operated Contact (MOC) auxiliary switch. The auxiliary switch shall operate when the breaker closes and in either the connected or test positions. A TOC switch having a minimum of two normally open and two normally closed contacts rated at 10 amperes, 125 VDC shall be provided. The MOC auxiliary switch shall have a minimum of five normally open and five normally closed contacts rated 10 amperes. All auxiliary switches shall be wired to terminal blocks located in the breaker compartment.
 - 14.2.11. Control wiring shall be provided per the drawings including all auxiliary relays and device indicated to be furnished with the switchgear. Control buses and wiring for each vertical section shall be enclosed in conduit or in compartments isolated from the primary circuits. The switchgear shall be furnished completely wired. The switchgear shall be wired with type S1S (Vulkene) #14 AWG except where larger is specified. The switchgear shall be provided with terminal blocks near the edge of the cabinet for connection to control cables entering from above or below.
 - 14.2.11.1. Each switchboard gear line up shall be completely assembled, wired and tested at the factory, including all buses, connections, insulators, cleats, terminals and terminal blocks.

- 14.2.11.2. Secondary wiring shall be firmly laced, secured and terminated in approved molded-type terminal blocks conveniently located with respect to shipping splits and control conduit terminals.
- 14.2.11.3. All secondary wiring shall be 600 volt, type SIS stranded switchboard wire, #14 AWG or larger. It shall be UL Listed, Type VW-1 flame retardant rating, 90 degrees C, tinned copper and provided with a wire marking system at each end of the wire. These designations shall match the wiring diagram.
- 14.2.11.4. All current transformers and associated circuitry control wiring shall be #12 AWG and shall be terminated with insulated ring-tongue lugs.
- 14.2.11.5. Control cables, electronic instrument cables (control), fiber optic cables, ethernet, coaxial cable (communication) installed between compartments shall be kept separate.
- 14.2.11.6. Control cables, electronic instrument cables (control), fiber optic cables, ethernet, coaxial cable (communication) installed between transformer protection panel and switchgear cubicles shall be kept separated routed via the main and communication overhead cable trays.
- 14.2.11.7. Plastic wire trough may be used in lieu of cable bundles with tie wraps.
- 14.2.11.8. All single pair electronic instrument wire shall be #16 AWG, 7 strand copper conductor, 90 degree Celsius non-polyvinyl chloride primary insulation, colored black (negative leads) and white (positive leads), twisted, shielded with non-polyvinyl chloride outer jacket. Conductors shall be identified on each end with sleeve type wire markers.
- 14.2.11.9. Multiple pair electronic instrument wire shall be #18 AWG, 7 strand copper conductor, 90 degree Celsius non-polyvinyl chloride primary insulation, each pair numbered, twisted and cabled with an overall shield with non-polyvinyl chloride outer jacket. Conductors shall be identified on each end with sleeve type wire markers.
- 14.2.11.10. Manufacturer shall supply unit internal connection diagrams and data with identification of devices, terminals and connecting wires. The system used for designation of control wiring shall show device identification with terminals arranged in substantially correct physical relationship. The identification system shall provide sufficient information at each wire termination to locate the other termination without referring to supplementary tabulations or data on function of wire. The Manufacturer is solely responsible for correctness of the internal wiring and for proper functioning of the equipment being furnished.
- 14.2.11.11. The diagram shall show any connections to be made in the field due to shipping sectionalizing.
- 14.2.11.12. The Manufacturer's control wiring shall be brought to terminal blocks. Connections made on terminal blocks and on internal devices shall be by means of crimped ring type, insulation-gripping insulated terminals. On internal devices which do not permit ring type, insulation gripping insulated terminals, control wiring shall be held by screw type compression devices. Terminal blocks, wired to outgoing control circuits shall be mounted inside of each compartment.
- 14.2.11.13. Secondary control wires shall be armored when they pass through primary compartments.
- 14.2.12. Terminal blocks shall adhere to NEMA ICS 4, have approved covers and shall be mounted such that the wires to them can be grouped and laced together in a neat and workmanlike manner. A sufficient number of terminal connections including 20% spare terminals shall be provided for all control and instrument wiring.
 - 14.2.12.1. Terminal blocks shall be 600 volt class, GE type EB-25 or approved equal, barrier type, minimum rating 20 amps with marker strips identifying internal and external wiring. All auxiliary and unused contracts shall be wired out to terminal blocks. The system shall be designed so that only one outgoing wire per terminal is connected to any terminal. On the unit side of the terminals, a maximum of two wires shall be terminated on any one terminal.
 - 14.2.12.2. All terminals for external customer wiring, for example, breaker auxiliary contacts, MOC contacts, TOC contacts and remote breaker controls shall be located in the low voltage compartment.

- 14.2.12.3. Terminal blocks with internal wiring and jumpers as required shall be provided for remote close and trip contacts, remote breaker position indicator lights, remote protective relating and a remote block close contact.
- 14.2.12.4. Two-pole, pull-out disconnecting fuse blocks (with fuses) to be provided for each breaker to protect trip and close circuits.
- 14.2.12.5. Current Transformer Terminal Blocks
 - 14.2.12.5.1. Shorting terminal blocks in the low voltage compartment shall be provided for all current transformers (CTs) including CTs for relays and other remote devices with connections external to the switchgear including shorting blocks for neutral connections to ground.
 - 14.2.12.5.2. Delta or wye connections for the current transformers shall be made at the terminal block and the ground connections for the CT circuit shall be made at this terminal block only. Do not ground the CTs at the CT.
 - 14.2.12.5.3. The shorting block terminals for the main breaker bus side CTs closest to the bus shall be capable of terminating up to two #4 conductors per terminal.
 - 14.2.12.5.4. The Manufacturer shall provide the SEL bare-fiber loops and points sensors, jacketed duplex fiber zipcord, splice connected and Dual V-Pin Latch terminators, in length as required.
 - 14.2.12.5.5. All arc flash sensors shall be provided and installed in accordance with recommendations of SEL Application Guide, Volume III (AG2011-01).
 - 14.2.12.5.6. Protective relays shall be SEL-751. Relays shall be provided by the Switchgear manufacturer.
 - 14.2.12.5.7. One (1) set of relaying accuracy, multi ratio, C400 or better CTs shall be provided and mounted on the Line and Load sides of removal breakers.

14.2.13. Cell and Door Equipment Details

The following equipment shall be provided by the switchgear manufacturer. Details below do NOT include miscellaneous devices such as terminal blocks, fuse blocks, fuses, wiring, lugs, screws etc. These materials shall also be provided by the switchgear manufacturer as part of this specification.

- 14.2.13.1. Typical Door for Main Breaker Compartment (Unit 3)
 - 14.2.13.1.1. GE main breaker control switch type SB-10
 - 14.2.13.1.2. SEL-751 Multifunction Relay, to be provided by switchgear manufacturer. NOTE: to be supplied with all required mounting hardware. Settings will be prepared by JEA.
 - 14.2.13.1.3. Indicating light Red = 1, Green = 1, White = 1
 - 14.2.13.1.4. ABB test switch for trip isolation with clear case.
 - 14.2.13.1.5. Test switches for SEL-751 relay (Quantity = 1) and ION 7650 meter (Quantity = 1).
 - 14.2.13.1.6. ION 7650 transducer only type meter
 - 14.2.13.1.7. Electro Switch type 24 LOR lockout relay with 5 decks.
 - 14.2.13.1.8. Indicating Light, GE ET-16, 70Vac, Incandescent Bulb, Clear Cap
- 14.2.13.2. Typical Door for Feeder Breaker Compartment (Unit 2)
 - 14.2.13.2.1. GE main breaker control switch type SB-10.

- 14.2.13.2.2. SEL-751 Multifunction Relay, to be provided by switchgear manufacturer. NOTE: to be supplied with all required mounting hardware. Settings will be prepared by JFA.
- 14.2.13.2.3. Indicating light Red = 1, Green = 1, White = 1
- 14.2.13.2.4. ABB test switch for trip isolation with clear case.
- 14.2.13.2.5. Test switches for SEL-751 relay (Quantity = 1)
- 14.2.13.2.6. Indicating Light, GEC ET-16, 70Vac, Incandescent Bulb, Clear Cap.
- 14.2.13.3. Typical Door for Feeder Breaker Compartments (Unit 1)
 - 14.2.13.3.1. Satellite clock, SEL-2407 with receiver antenna and coax, mounted on the exterior of the switchgear enclosure. Switchgear manufacturer to provide complete mounting hardware such as: Surge Suppressor, Surge Suppressor mounting brackets, TNC Coaxial cable between GPS antenna to surge suppressor to SEL2407, SEL953 cables routed from SEL2407 to RTAC and SEL-751 relays using communication wire-way between the enclosure.
 - 14.2.13.3.2. SEL 3530 RTAC to be installed in the Unit 2 feeder. RTAC to provided and wired by switchgear manufacturer. Settings will be prepared by JEA.
 - 14.2.13.3.3. GE main breaker control switch type SB-10.
 - 14.2.13.3.4. SEL-751 Multifunction Relay, to be provided by switchgear manufacturer. NOTE: to be supplied with all required mounting hardware. Settings will be prepared by JFA.
 - 14.2.13.3.5. Indicating light Red = 1, Green = 1, White = 1
 - 14.2.13.3.6. ABB test switch for trip isolation with clear case.
 - 14.2.13.3.7. Test switches for SEL-751 relay (Quantity = 1)
- 14.2.13.4. Misc. Equipment Scope of Supply for the Switchgear manufacturer
 - 14.2.13.4.1. SEL-2814M0; Qty: 6
 - 14.2.13.4.2. SEL-2812MRX0; Qty: 10
 - 14.2.13.4.3. SEL02812MTX0; Qty: 10
 - 14.2.13.4.4. SEL C808 cable; Various lengths; Qty: 8

14.2.14. Control Power

- 14.2.14.1. DC Control Power will be provided by a 125VDC UPS system within the switchgear building. Separate terminals for connection to switchgear DC control bus shall be supplied.
- 14.2.14.2. All control and PT secondary fuse blocks shall be range type pullout fuse blocks. Fuse blocks shall be accessible from the control side of the switchgear regardless of the position of the circuit breaker.
- 14.2.14.3. Each breaker's close, lockout and trip circuit shall be fused separately in each low voltage compartment. Any control or protective devices that are common to more than one breaker shall be on separately fused circuits. Minimum trip circuit fuse rating shall be 30 amps.
- 14.2.14.4. All contacts for control circuit devices shall be heavy-duty type, rated 600 volts, 20 amperes continuous, 10 amperes interrupting.
- 14.2.14.5. Breaker indicating lights shall be powered form the breaker trip circuit.
- 14.2.14.6. Each vertical section shall be provided with a breaker spring charging motor circuit "ON-OFF" toggle switch located in the low voltage compartment.

15. HEATERS

Long life tubular heaters with suitable thermostat shall be supplied for each unit. Each heater shall be 500 Watts at 240V to produce 125 Watts at 120V and have low surface temperature. Each heater shall have a protective perforated metal cover. An external source within the switchgear building shall supply power to the heaters.

16. NAMEPLATES

- 16.1. Each cubicle for all main and feeder circuits shall be provided with 1/16-inch thick black phenolic engraved nameplates with white lettering. Size of the lettering is to be ¼" minimum. Nameplates shall give item designation and circuit number, as well as, frame ampere size and the appropriate trip rating.
- 16.2. Each control component mounted within the assembly including fuse blocks, interior devices, etc. shall have an identification plate. Lettering shall be ¼" minimum.
- 16.3. Test switch nameplates shall be placed directly above each test switch onto the control cabinet swing door and not onto the ABB test switch cover. Nameplates shall be aligned such that the nameplate description corresponds with each test switch pole and associated function.
- 16.4. All nameplates shall be secured with corrosion resistant screws or aluminum rivets.
- 16.5. Two 2 ½" wide nameplates shall be provided for each vertical section: one to be installed on the breaker compartment door and one to be loose for buyer's use. The following format shall be used:
 - 16.5.1. Line 1: 7/16" Letters ... Equipment Tag Number
 - 16.5.2. Line 2: 7/16" Letters ... Description
 - 16.5.3. Line 3: 7/16" Letters ... Description
- 16.6. One 2 ½" wide master nameplate giving switchgear designation, voltage ampere rating, short circuit rating, Manufacturer's name, date of manufacture, general order number and item number. Letters shall be ½" high.
- 16.7. A Mimic Bus engraved nameplate showing the entire one line switchgear diagram with all buses, circuit breakers, VTs, CTs, etc. shall be provided on one designated unit.
- 16.8. All doors and hinged bolted panels that allow access to high-voltage components or bus work shall have permanent warning labels mounted on them with the text "DANGER HIGH VOLTAGE".
- 16.9. JEA shall provide the detailed information for the Annunciator Panel window labels.
- 16.10. Prior to shop fabrication, the Manufacturer shall provide and JEA shall approve complete nameplate information.

17. ACCESSORIES

- 17.1. Provide station class arresters for outgoing circuits connected to each feeder breaker. Arresters shall be gapless metal-oxide type with a nominal rating of 2.4kV and an MCOV of 2.64kV. The arrester shall be enclosed in a polymer housing. Arresters shall be designed and manufactured in accordance with the latest revision of ANSI/IEEE C62.11. Arresters shall be GE Tranquell type or approved equal.
- 17.2. Provide and install one (1) UPS system to be used as the 125VDC source of power for all switchgear relays and equipment where indicated. The UPS system shall be a SENS (Stored Energy Systems) 100AH, 120VAC input, 125 VDC/12ADC output system. This is a Single PowerCab 120 cabinet assembly containing battery, charger and DC distribution panel. Equipment shall be provided with standard input breaker and output filter to include a communications board with Modbus RS485 connection.
- 17.3. Provide and install one 19" communication equipment rack for use in installing fiber optic termination equipment. Installation shall include required conduit and cables for routing F/O cable interconnections between the switchgear auxiliary compartment RTAC units and the 125VDC source breaker at the UPS unit panel. The 125VDC circuit shall be terminated on a terminal block mounted on the equipment rack. The 19" communications rack shall be Chatsworth Products Part Number 55053-103. The rack shall be grounded to the switchgear ground bus.
- 17.4. One complete set of Manufacturer's standard accessories for test, inspection and operation shall be furnished. The following accessories, as a minimum, shall be supplied to facilitate handling, maintenance and operation, unless a particular item is not used with the selected design:

- 17.4.1. Breaker charging handle (2 furnished per lineup).
- 17.4.2. Manual racking handle (2 furnished per lineup).
- 17.4.3. Control jumper for checking breakers outside the stationary structure.
- 17.4.4. Test cabinet for testing electrically operated breakers outside the stationary structure.
- 17.4.5. A remote racking device shall be provided including push-button, motor operator and 25 feet of cable.
- 17.4.6. Transport lifter as required and necessary to transfer the breakers.

18. PAINT/ FINISH

- 18.1. All steel structure members shall be cleaned, rinsed and phosphatized prior to painting.
- 18.2. The switchgear shall be painted with an electrostatically applied polyester powder with final baked on average thickness between 1.5 and 2.0 mils and meet ANSI requirements for indoor equipment.
- 18.3. All exterior surfaces of the switchgear assembly shall be ANSI 61 gray for indoor equipment and ANSI 70 gray for outdoor equipment as standard unless otherwise specified.
- 18.4. Finish shall have a minimum pencil hardness of 2H as tested per ASTM D3363 and shall pass the ASTM B117 Salt spray test for a minimum of 1500 hours.

19. HARDWARE

All bolting hardware is to be high tensile strength stainless steel where high currents are encountered to prevent excessive joint heat.

20. FACTORY TESTS

- 20.1. The Manufacturer shall perform factory tests at not less than standard NEMA, ANSI or IEEE values. Refer to the latest version of ANSI/IEEE C37.20.2, Paragraph 5.3. Additional factory tests as determined are required by the complexity of the assembly shall be performed to ensure that this product will be operationally correct and maximize reliability in operation.
- 20.2. Tests on the switchgear assembly shall be performed using three phase voltage and current and included, but not be limited to:
 - 20.2.1. Low Frequency Dielectric (5.3.1)
 - 20.2.2. Sequence (Control Circuit Continuity) (5.3.4.1/5.3.4.4)
 - 20.2.3. Low Frequency Withstand test on Major Insulation components and Control Wiring
 - 20.2.4. Control Wiring and Device Functional Check (5.3.4.2)
 - 20.2.5. Mechanical Operation (5.3.2)
 - 20.2.6. Polarity Verification (5.3.4.3)
 - 20.2.7. Grounding of Instrument Cases
- 20.3. Tests on the Breakers that shall be performed, but not limited to:
 - 20.3.1. Trip and Close Coil check
 - 20.3.2. Clearance and Mechanical Adjustment
 - 20.3.3. Electrical and Mechanical Operation
 - 20.3.4. Timing
 - 20.3.5. Conductivity of Current Path
 - 20.3.6. Hi-potential
 - 20.3.7. Vacuum Bottle Integrity

- 20.4. Tests on the Protective Relaying that shall be performed, but not limited to:
 - 20.4.1. Protective relay test will include the testing of each protective relay under the overload/fault/abnormal conditions simulated with the help of three phase voltage and current injection test set.
 - 20.4.2. Power on test will apply rated voltages and currents to all continuous rated electrical items (such as auxrelays, indicating lamps meters, transducers, protective relays, communication modules, switches, etc.) mounted in the cell or supplied as loose items, for at least one continuous 24 hour period. In this test the PT and CT circuits will also be energized with equivalent voltages and currents for the same continuous 24 hour period.
 - 20.4.3. Meters test will include the testing of each meter under 110% loading.
 - 20.4.4. Functional test will include the functional test of each circuit breaker.
- 20.5. The Manufacturer shall check and align all mechanisms.
- 20.6. Each circuit in the high voltage portion, except the ones containing electronic components, shall be given insulation resistance tests with all the equipment connected.
- 20.7. A simulated operating test shall be conducted on each Controller. This test shall include steps that are necessary to determine that the relays, instrument transformers, interlocks, control systems, etc., are correctly wired and function correctly when energized.
- 20.8. The Manufacturer shall provide to the Project Engineer documents verifying completion of factory production tests prior to shipment.
- 20.9. Test procedures along with certificates of calibrations of test instruments traceable to National Institute of Standards and Technology, shall be submitted and approved prior to test.
- 20.10. The Manufacturer shall notify JEA in writing one month before the intended date for shipment and testing. JEA reserves the right to inspect the equipment during manufacture and prior to shipment. Such visits to the Manufacturer's plant will be at JEA's expense. JEA will not accept any charges for visiting the plant.
- 20.11. Equipment, apparatus and material furnished shall be subject to factory tests and inspection by JEA's authorized representative. Such tests and inspection may be made during any stage of manufacture and any equipment, apparatus or material found unsatisfactory as to quality of workmanship will be rejected. Tests shall be in accord with applicable standards.
- 20.12. Every medium voltage draw-out circuit breaker element which will be used in the line-up shall be uncrated and inserted into the cubicles of said line-up for the purpose of verifying alignment, interlocks and proper operation during ANSI production tests. After testing is complete, these breakers shall be packed into appropriate boxes to protect them against shipping damage.
- 20.13. Certified Test Reports of design and/or conformance in accord with the latest applicable standards shall be provided upon request. These tests shall have been made with a circuit breaker of the same Manufacturer specified and connected in the cubicle of the same design as being provided in accord with these specifications. The Manufacturer shall provide five certified copies of test reports covering all factory tests made on the equipment and insulating materials.

21. DRAWINGS

- 21.1. JEA will provide "typical" drawings to the switchgear Manufacturer as required to describe the desired protection and control schemes used in meeting the operational requirements for the substation. The intent is to provide the general arrangements/connectivity required. Using these drawings, the Manufacturer shall develop all detailed wiring and final AC and DC schematic drawings required throughout the switchgear. The Manufacturer shall fully develop the equipment drawings and incorporate them into the Final Equipment Submittal package for approval.
- 21.2. The following drawings will be provided for use by the Switchgear Manufacturer during the design of the wiring and installation of all metering, protective relays and control devices:
 - 21.2.1. Main Breaker Cubicle door layout showing proposed locations for relays, meters, control switches, lights, etc.

- 21.2.2. Feeder Breaker Cubicle door layout showing proposed locations for relays, meters, control switches, lights, etc.
- 21.2.3. Auxiliary Cubicle (where indicated) door layout showing proposed location of station GPS clock and Communications Processor, when required.
- 21.2.4. AC Schematic wiring of Protective relays and meters for each Main and Feeder Breaker position.
- 21.2.5. DC Schematic wiring of Protective relays and meters for each Main and Feeder Breaker position.
- Communication Processor Interconnection Schematic interconnection of all switchgear devices and station GPS clock.
- 21.3. JEA Wiring Standards for Wiring Diagram Development

The following standards and procedures shall be used by the Switchgear Manufacturer for developing wiring diagrams:

- 21.3.1. Procedures for Device Designation:
 - 21.3.1.1. List termination as shown on Typical Drawings included in Attachment A.
 - 21.3.1.2. Label devices by levels.

Example: Level 1: "AB", "AC", "AD" ...

Level 2: "BA", "BC", "BD" ... Letters "U" and "R" as first character are reserved for fuses and resistors.

21.3.1.3. Do not use double letters for devices.

Example: Do not use "AA", "BB", "CC", "DD" ...

21.3.1.4. Do not use "I", "O" or "Z" as a letter to designate the devices.

Example: Do not use "AI", "AO", "OA", "ZA" ...

- 21.3.1.5. Delete the device label "GB" (it is reserved for Ground Bus).
- 21.3.1.6. List each termination on a device separately.

Example: AB

1-AC1

1-AC2

1-AC3

And not like ...

AΒ

1-AC1, AC2, AC3

- 21.3.1.7. Fuses shall begin with "U" Delete "UI", "UO" and "UZ".
- 21.3.1.8. Devices on sub-panels shall be labeled with the next available letter and shall be designated with dotted lines.
- 21.3.1.9. Resistors shall begin with "R" Delete "RI", "RO" and "RZ".
- 21.3.1.10. Each pot light shall be given a separate device label. All other lights associated with devices shall share the devices' label and be designated by the light's color.
- 21.3.1.11. Devices on the sides of the cells shall be labeled in such a way as to continue the sequence of the device labels around the cell, so that no label is repeated.
- 21.3.1.12. The ground bus shall be designated as "GND BUS". Terminal blocks for landing control cable shields shall be identified as "shield wire bus".
- 21.3.1.13. The designation of the terminal blocks should be in the format aaXbb. "aa" is the two digit unit number. "X" is alphabet "A" to "Z" excluding the letters U, I, O, Q and X. "bb" is the terminal

- numbers of a block and sequential numbers starting from "1". No two terminals shall have the same designation.
- 21.3.1.14. Cell to cell wires shall go from Terminal Blocks only and not directly from devices and shall be listed by destination's Cell Number / Terminal Block Number.
- 21.3.1.15. When a device such as annunciator contains Terminal Blocks, the Terminal Blocks shall be labeled by position starting with "TB1". All Terminal Blocks of this device shall share the same device name.
- 21.3.1.16. List all the jumpers within the same device next to the termination listings.
- 21.3.1.17. List all light-device and light-light connections along with termination listing.
- 21.3.2. Procedure for Assigning Drawing Number

All protection and control drawings concerning this project shall be named as per the following standard practices:

- 21.3.2.1. The drawing numbers will be comprised of three upper case characters followed by two digit numbers written in the following style: AAXNN
- 21.3.2.2. The first two characters (AA) designate the substation and will be "PK" for Park & King Substation. The third character (X) will be selected from the following list:
 - A AC Schematic Diagrams, Three Line Power Diagrams
 - D DC Schematic Diagrams
 - I Interconnection Diagrams
 - L Layout and General Arrangement Diagrams
 - M Equipment (Excluding control panels) Manufacturer's Diagrams
 - S Single Line Diagrams
 - SS Station Single Line Diagrams
 - W Wiring Diagrams
 - C Communications Diagrams
- 21.3.2.3. The Project Engineer will sequentially allot two digit number (NN). The practice of using sheet numbers with the same drawing number will not be adopted under any circumstance.

21.4. JEA Wiring Approval Process

- 21.4.1. Once wiring diagrams have been developed, the switchgear manufacturer will transmit wiring diagrams to JEA's Project Engineer in the latest Microstation format and updated cable schedule in Microsoft Excel format as a standalone file or a table on the Microstation drawing.
- 21.4.2. JEA's Project Engineer shall be responsible for providing feedback. After incorporating JEA's comments in the drawings, the Switchgear Manufacturer shall transmit the drawings to JEA for approval.
- 21.4.3. Once approval from JEA's Project Engineer has been received, the Switchgear Manufacturer will commence the wiring of the panels.
- 21.4.4. During wiring of the panel if any changes to previously approved drawing and cable packages are required, the Switchgear Manufacturer shall inform JEA's Project Engineer. JEA's Project Engineer shall be responsible to provide approval for the above changes.
- 21.4.5. Once approval is received from JEA's Project Engineer, the Switchgear Manufacturer shall proceed with the approved changes and provide JEA with updated electronic Microstation drawings. Therefore, both JEA and the Switchgear Manufacturer will have the most up to date design drawings at all times.

22. SUBMITTALS

The Manufacturer shall provide copies of the following documents to JEA for review and evaluation in accordance with requirements of the General Conditions and this Technical Section. No work shall be done without both the approved drawings and a release for manufacture.

- 22.1. Product Data on a specified product. When requested by the Project Engineer, any descriptive bulletins or product sheets shall be submitted.
- 22.2. Shop Drawings, for approval and final submittal shall include the following at a minimum:

The following drawings shall be provided within Six (6) weeks after award of a PO:

- 22.2.1. Master Drawing Index complete with dimensioned assembly drawing(s) showing General Plan, Elevation and Section Views of proposed switchgear arrangements showing dimensioned views and a floor plan, foundation details and one-line diagram.
- 22.2.2. Plan view showing exact location and details of channel sill, anchor bolts and terminations of power bus and control cables.
- 22.2.3. Dimensioned section cut drawings showing transformer-to-switchgear interconnection requirements.
- 22.2.4. Elementary and schematic diagram.
- 22.2.5. Total assembled switchgear and switchgear building weight as required for foundation design.
- 22.2.6. Shipping split requirements.
- 22.2.7. Switchgear layout plan drawings showing mounting and anchoring systems required including placement of JEA-provided power transformer relative to the associated switchgear. The Manufacturer shall provide a hoisting plan and instructions. Drawings shall show and detail the locations of feeder terminal compartments and openings/conduit entrance locations for outgoing, underground cables and locations of top-mounted 4.16kV power cable terminal arrangements.
- 22.2.8. Bill of Material listing all the devices and accessories to be furnished. The Bill of Material shall include complete identification and description of all the devices. Items, which are not manufactured by the switchgear Manufacturer, shall have the original Manufacturer's name and catalog number with other descriptive data.
- 22.2.9. After receipt of approval or as required by the project schedule, revised drawings with detailed control schematics and wiring diagrams shall be provided. Equipment shall be shown on the cubicle Wiring Diagram with the same relative position as shown on the Front View Drawing. On the Wiring Diagram, the rear view shall be shown for all equipment mounted on the front of the panel where space is available on the front of the panel. Shipping splits shall be shown on drawings of cubicles affected, showing clearly all connections to be made by JEA when installing switchgear.
- 22.2.10. Terminal block drawings shall show the installing contractor's field wiring connections. These test interconnecting wiring diagrams provided four weeks after receiving the relevant shop drawings from JEA's engineer. The engineer's cable schedule markings shall then be added to the Manufacturer's tracings and "as built" and connection drawings resubmitted.
- 22.2.11. Manufacturer shall assure that drawings are correct at date of switchgear shipment and that "as built" drawings are included as part of the instruction manuals.
- 22.2.12. Spare parts list.
- 22.2.13. Manufacturer shall furnish electronic copies of drawings in Microstation and PDF format.

The following drawings shall be provided within Twelve (12) weeks after award of a PO:

- 22.2.14. Equipment assembly drawings.
- 22.2.15. Additional details, as required, including, but not limited to showing the locations of internal/external power receptacles and lighting.

- 22.2.16. Cubical internal wiring drawings and terminal block arrangements for each cubical. Wiring drawings shall include terminal block provisions required for required external connections to the transformer control cabinet including those for AC control power and protection and control connections.
- 22.2.17. AC and DC schematics including, but not limited to showing all breaker internal elements, protective relays, control switches, lights and meters for each switchgear cubicle.
- 22.2.18. Nameplate schedules
- 22.3. All revisions to the drawings shall be identified.
- 22.4. Certified copies of all Type (Design) and Verification Test Reports on the specified equipment.

23. PROJECT RECORD DOCUMENTS

- 23.1. Maintain an up-to-date set of Contract documents. Note any and all revisions and deviations that are made during the course of the project.
- 23.2. Provide three (3) copies of all final approved switchgear components, AC and DC schematics and wiring diagrams including all information listed in the Submittal section.
- 23.3. Provide three (3) copies of operating and maintenance manuals of all provided equipment. One set of operating and maintenance manuals shall be included with the equipment at the time of shipment. The operating and maintenance manuals shall include instruction books, leaflets, a recommended renewal parts list and equipment drawings.
- 23.4. Installation, operating and maintenance instructions shall cover all the equipment furnished including all protective relays, power fuses, auxiliary relays, etc. and shall include characteristic curves for each different current transformer, protective relay and power fuse.
- 23.5. Supply a flash drive with an electronic copy in PDF format of instruction books, operating manuals and "as-built" drawings for all provided equipment.
- 23.6. Supply all "as-built" drawings, schematics and wiring diagrams in Microstation v8i and PDF format.
- 23.7. Please note that all manuals, drawings, instruction books, etc. shall be in English language only.

24. OPERATION AND MAINTENANCE DATA

- 24.1. Provide copies of installation, operation and maintenance procedures to JEA in accordance with the requirements of the General Conditions and this Technical Section.
- 24.2. Submit operation and maintenance data based on factory and field testing, operation and maintenance of all switchgear equipment being provided.
- 24.3. Provide two (2) certified reproducible copies of factory test reports.
- 24.4. Provide final factory drawings in hardcopy and electronic format. The electronic copies must be provided using the most recent version of Microstation.

25. SHIPPING REQUIREMENTS

- 25.1. The switchgear manufacturer shall be responsible for the on-site delivery and mechanical installation of the sections of Medium voltage switchgear, installation and wiring of the SENS DC power cabinet (UPS system) and installation of the 19" Communications panel within the switchgear building.
- 25.2. All equipment shall be shipped F.O.B. jobsite, freight prepaid and allowed to the project address:

Park and King Substation 2658 Gale Court Jacksonville, Florida 32204

- 25.3. The Manufacturer shall coordinate and schedule delivery of all equipment to the job site for off-loading.
- 25.4. At least six weeks prior to shipping the Manufacturer shall create and transmit to JEA a shipping schedule showing, at a minimum, the following information:

25.4.1. Item Description (Breaker #)

- 25.4.2. Shipping form (Crate, carton, pallet, etc.)
- 25.4.3. Shipping Dimensions
- 25.4.4. Gross Weight
- 25.4.5. Shipping Plan (route of delivery)
- 25.4.6. Date of Arrival
- 25.5. The shipping schedule should be per shipping vessel (truck) to assure that JEA's on-site representative knows exactly what is arriving and when it is to arrive. Any updates to the shipping schedule should be provided at least three business days in advance of delivery.
- 25.6. Equipment and accessories shall be labeled for shipment with a large (minimum 8 x 10) sheet in an obvious location on the outside of each of the shipping containers as follows:

Owner name: JEA

Owner Order Number: (JEA Purchase Order #) Owner Project Name: (Park & King Substation)

Owner Contact: (To be determined) Contents: (Vertical section, breaker, etc.)

- 25.7. Each container should be labeled and numbered so that they may be identified before being uncrated. Any items not fully assembled shall be packaged separately.
- 25.8. All equipment openings and entrances to internal wiring and control devices shall be protected against the entrance of dirt, dust, moisture or any other element. All surfaces that may be subject to corrosion or oxidation should be protected per Manufacturer's recommendations. All connections shall be protected by metal covers to prevent damage during shipment.
- 25.9. All equipment shall be packaged for outdoor storage.
- 25.10. The Manufacturer shall include storage instructions that will minimize damage to the equipment and material. Storage requirements shall be site specific and as stringent as the most sensitive component requires.
- 25.11. Switchgear shall be provided with adequate lifting means. Handle in accordance with the Manufacturer's written instructions to avoid damaging equipment, installed devices and finish. Lift only by installed lifting eyes.
- 25.12. Adequate means for moving the units on rollers shall also be provided.
- 25.13. The equipment shall be ruggedly designed and braced to withstand shipment by truck or rail.
- 25.14. The Manufacturer shall prepare and crate all equipment and materials to protect them against damage in transit. The Manufacturer has the option to ship on a designated truck and not crating cubicles. The factory protection or cover must be maintained with heavy canvas or plastic to protect from dirt, water, construction debris and traffic.
- 25.15. Where equipment sections must be separated for shipment, all materials and equipment required to facilitate reassembly and reconnection of interconnecting bus work in the field shall be furnished. Wiring between equipment sections separated for shipment shall be brought to terminal blocks appropriately identified so only short jumper connections are required. These shall be furnished and identified by the Manufacturer for field assembly.
- 25.16. The Manufacturer shall provide procedures for delivery, storage, handling and preventative maintenance after receipt of the equipment on site.
- 25.17. The Manufacturer shall provide complete written instructions prior to shipping describing the necessary procedures to receive the material and equipment in a safe manner preventing injury to the receiving personnel and minimizing any damage to equipment.
- 25.18. Each group shall be bolted to skids and enclosed in a protective covering and be equipped to be handled by crane or industrial "fork" truck. Each group shall be a maximum of 4000 pounds.
- 25.19. All apparatus or equipment, not bolted to the housing structure and not forming a part thereof in shipment, shall be packed and crated separately. Circuit Breakers, accessories and installation materials shall be packed and crated separately. Detailed packing lists shall be provided.

- 25.20. Circuit breakers may be integrally shipped in their switchgear enclosures. If shipped separately, they shall be appropriately marked, boxed and protected against shipping and handling damage and shall be delivered to a designated point by JEA. They shall be inserted in the appropriate cubicles after each cell has been inspected and/or tested for mechanical performance. They are not to be considered an integral part of the stationary structure, but together they shall perform as outlined in this specification and the appropriate standards.
- 25.21. Deliver the switchgear building and medium voltage metal clad switchgear as one completed assembled unit. Shipping splits, if required, will be enclosed with a protective covering to prevent the entrance of dust and water. Shipping splits are to be limited to two (2) coupled compartments during transit. Temporary bracing to support the roof and wall structure to prevent damage during shipment shall be installed as required.
- 25.22. Provisions for anchoring on a level foundation will be provided.

26. FIELD ENGINEERING SERVICES

- 26.1. JEA requires that the Manufacturer's representative visit the site to review site conditions and delivery route prior to switchgear construction and installation. The site visit can be scheduled through the Project Engineer.
- 26.2. The switchgear manufacturer shall supply a field service technician for the complete installation, startup and final testing after equipment has been delivered. The total cost for the field service technician which shall include all travel and living expenses shall be provided in the bid.
- 26.3. The field service technician shall be a qualified technician having a minimum of five (5) years field experience in the installation, operation and maintenance of switchgear and associated equipment.
- 26.4. The field service technician shall be available to answer any installation questions that may arise.
- 26.5. The field service technician shall perform the following functions while on-site:
 - 26.5.1. Examine the installation area to assure there is enough clearance to install the switchgear.
 - 26.5.2. Check concrete pads for flat and level surface.
 - 26.5.3. Check and verify field measurements and locations of required switchgear anchors and feeder conduits are located as per Manufacturer's specific requirements.
 - 26.5.4. Verify that medium voltage metal-clad switchgear is ready to install and oversee the assembly of the equipment.
 - 26.5.5. Verify that any required utilities are available and in the proper location and ready for connection to the equipment.
 - 26.5.6. Inspect installed switchgear for anchoring, alignment, grounding and physical damage.
 - 26.5.7. Check the tightness of all accessible electrical connections with a calibrated torque wrench. Refer to minimum acceptable values in the Manufacturer's instructions.
 - 26.5.8. Measure and record phase-to-phase and phase-to-ground insulation resistance of each bus section. Megger for one minute for each measurement at the minimum voltage of 1000VDC. Measured insulation resistance shall be at least 500 megaohms.
 - 26.5.9. Adjust all circuit breakers, switches, aisle access doors and operating handles for free mechanical and/or electrical operation as described in the Manufacturer's instructions.
 - 26.5.10. Clean the interiors of the switchgear, switchboards and panels to remove construction debris, dirt and shipping materials.
 - 26.5.11. Repaint scratched or marred exterior surfaces to match the original finish.
 - 26.5.12. Set relays in the field unless they were factory set or are to be set in the field by JEA or JEA's representative.
 - 26.5.13. Perform resistance measurements through bolted electrical connections with a low resistance ohmmeter.
 - 26.5.14. Perform insulation resistance tests on each pole of each circuit breaker, phase to phase and phase to ground with circuit breaker closed and across each open pole at 1,000 VDC for one minute. Measured insulation resistance shall be at least 500 Megaohms.

- 26.5.15. Perform contact resistance measurement across the closed contacts of each pole of each circuit breaker with a digital low resistance ohmmeter.
- 26.5.16. Perform vacuum bottle integrity test across each vacuum bottle with the circuit breaker in the open position. Follow manufactures recommendations for voltage, duration, and method.

27. TRAINING

The Manufacturer shall provide a training session for one (1) normal working day at the jobsite location determined by JEA. A Manufacturer's qualified representative shall conduct the training session. The training program shall include instructions on the assembly, circuit breaker, protective devices and other major components.

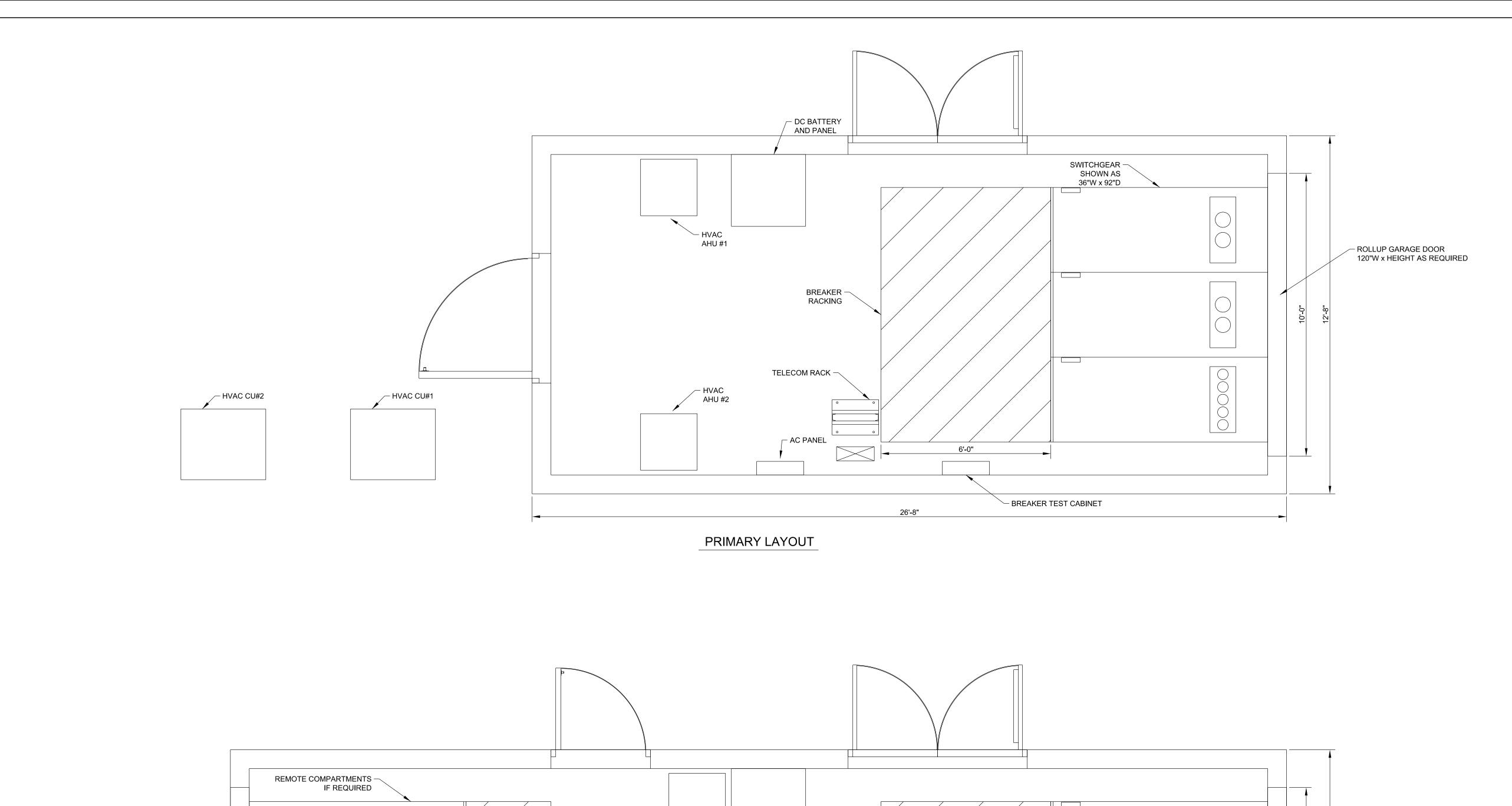
28. SPARE PARTS

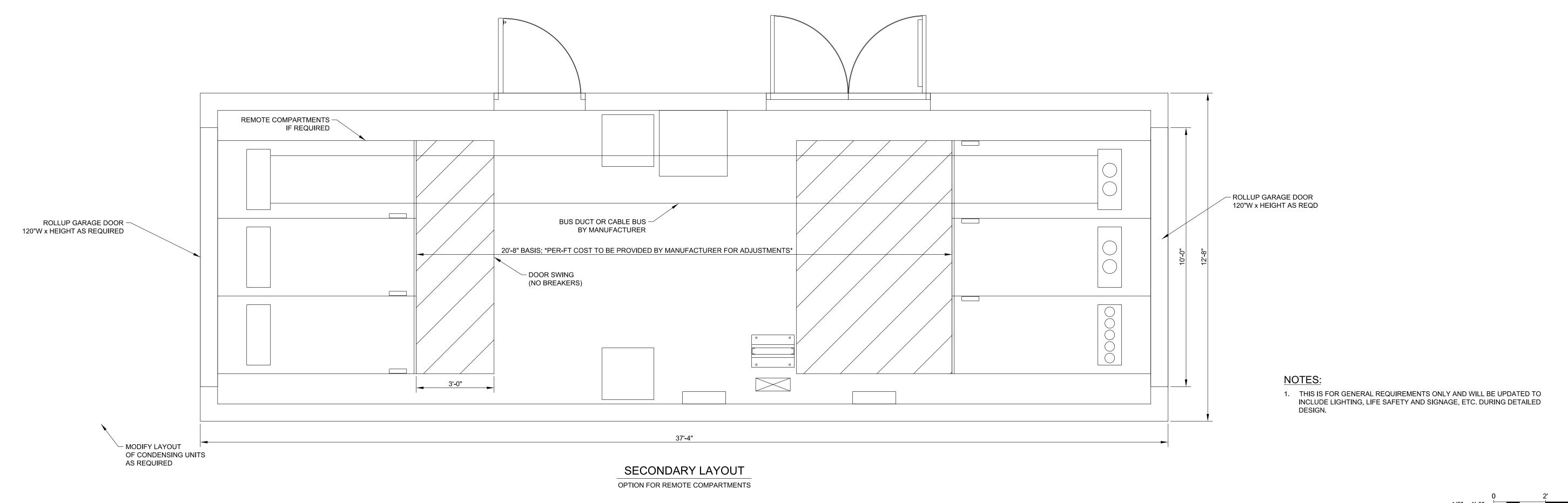
Provide a list of recommended spare parts for the equipment being purchased, including spare part pricing information. Pricing for optional items are to be covered under commercial terms and conditions.

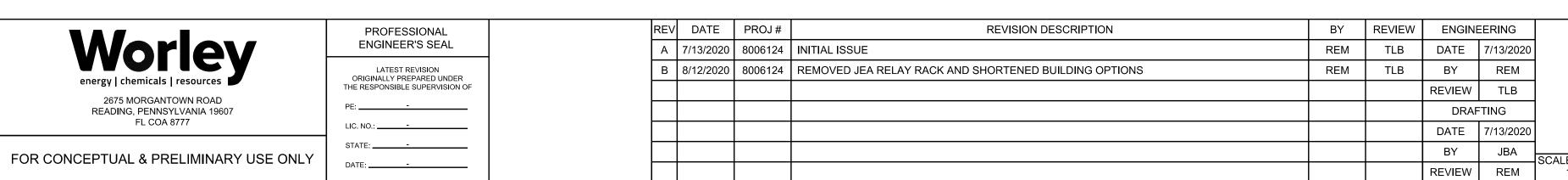
29. MANUFACTURER'S WARRANTY

- 29.1. The Manufacturer shall act as a "single point" of responsibility for all components installed in the switchgear assembly that are not furnished by JEA.
- 29.2. This equipment shall be warrantied for a period of 5 years from startup date.

30. APPENDIX







PARK & KING CONTROL HOUSE ARRANGEMENT

PK212CH1 SKETCH

13.2kV / 4kV SUBSTATION

PROJ #: 8006124

SHEET#: 1 of 1

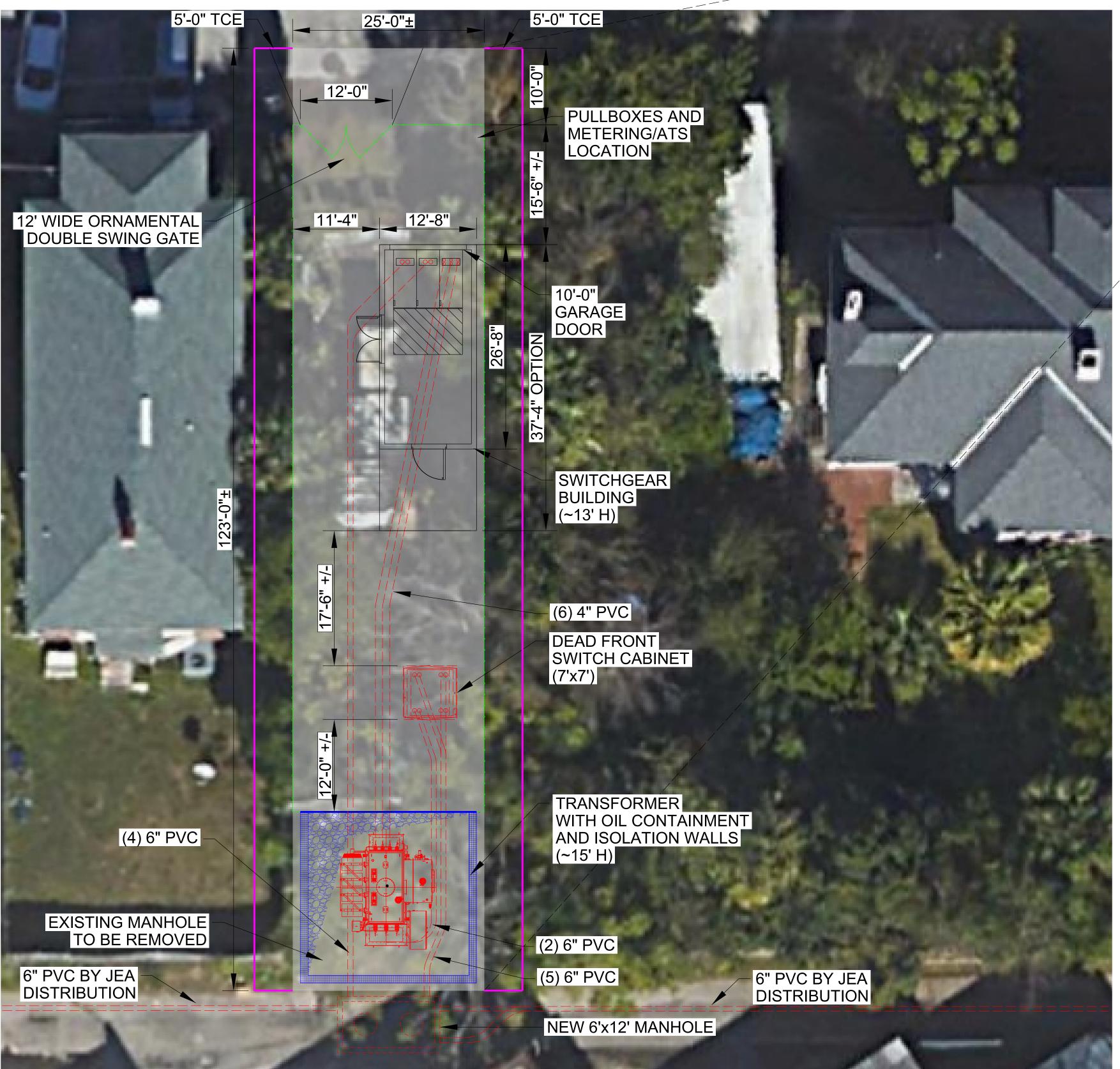
DRAWING #:

PK-134-21

SUBSTATION & TRANSMISSION ENGINEERING

SECONDARY STATION SERVICE FROM 3 PHASE OPEN DELTA PADMOUNT TO PULLBOX IN STATION (25kVA POWER/50kVA LIGHTING NEED)

PRIMARY STATION SERVICE FROM 3 PHASE OPEN DELTA OH BANK TO PULLBOX IN STATION (25kVA POWER/50kVA LIGHTING NEED)





LEGEND:

MEDIUM VOLTAGE BELOW GRADE CABLE IN CONDUIT

FENCE LINE (AMERISTAR IMPASSE II, STRONGHOLD STYLE, 7' TALL)

TEMPORARY CONSTRUCTION EASEMENT

TRANSFORMER ISOLATION WALL



FOR CONCEPTUAL & PRELIMINARY USE ONLY

PROFESSIONAL	RE	EV DATE	PROJ#	REVISION DESCRIPTION	BY	REVIEW	ENGINE	EERING
ENGINEER'S SEAL	T.	6/08/20	20 8006124	INITIAL ISSUE	REM	TLB	DATE	06/08/20
LATEST REVISION ORIGINALLY PREPARED UNDER	E	3 7/06/20	20 8006124	REVISED TO REMOVE EASTERN EASEMENTS & MODIFY BUILDING WIDTH	REM	TLB	BY	REM
THE RESPONSIBLE SUPERVISION OF		7/13/20	20 8006124	ADDED 44'-0" OPTION LENGTH AND REINSTALLED EASTERN TCE	REM	TLB	REVIEW	TLB
PE:		7/23/20	20 8006124	UPDATED WITH ADDITIONAL DIMENSIONS AND DUCTBANK REVISIONS FOR JEA UG REVIEW	REM	TLB	DRAF	TING
LIC. NO.:	E	8/12/20	20 8006124	UPDATED TO SHOW REVISED BUILDING OPTIONS (37'-4")	REM	TLB	DATE	06/08/20
STATE:							BY	JBA
DATE:								DEM

PARK & KING GENERAL ARRANGEMENT

13.2kV / 4kV SUBSTATION

SUBSTATION & TRANSMISSION ENGINEERING

PK-134-21 1 of 1

PK212GA1 SKETCH



PROFESSIONAL ENGINEER'S SEAL REM TLB DATE 06/08/2020 A 06/08/2020 8006124 INITIAL ISSUE LATEST REVISION ORIGINALLY PREPARED UNDER THE RESPONSIBLE SUPERVISION OF B 07/06/2020 8006124 REVISED TO REMOVE EASTERN EASEMENTS & MODIFY BUILDING WIDTH REM TLB BY REM C | 07/13/2020 | 8006124 | RESTORED EASTERN TCE REM TLB REVIEW TLB 2675 MORGANTOWN ROAD READING, PENNSYLVANIA 19607 FL COA 8777 DRAFTING DATE 06/08/2020

FRONT ELEVATION

DRAWING SET

13.2kV / 4kV SUBSTATION

JBA

1/2" = 1'-0"

SUBSTATION & TRANSMISSION ENGINEERING

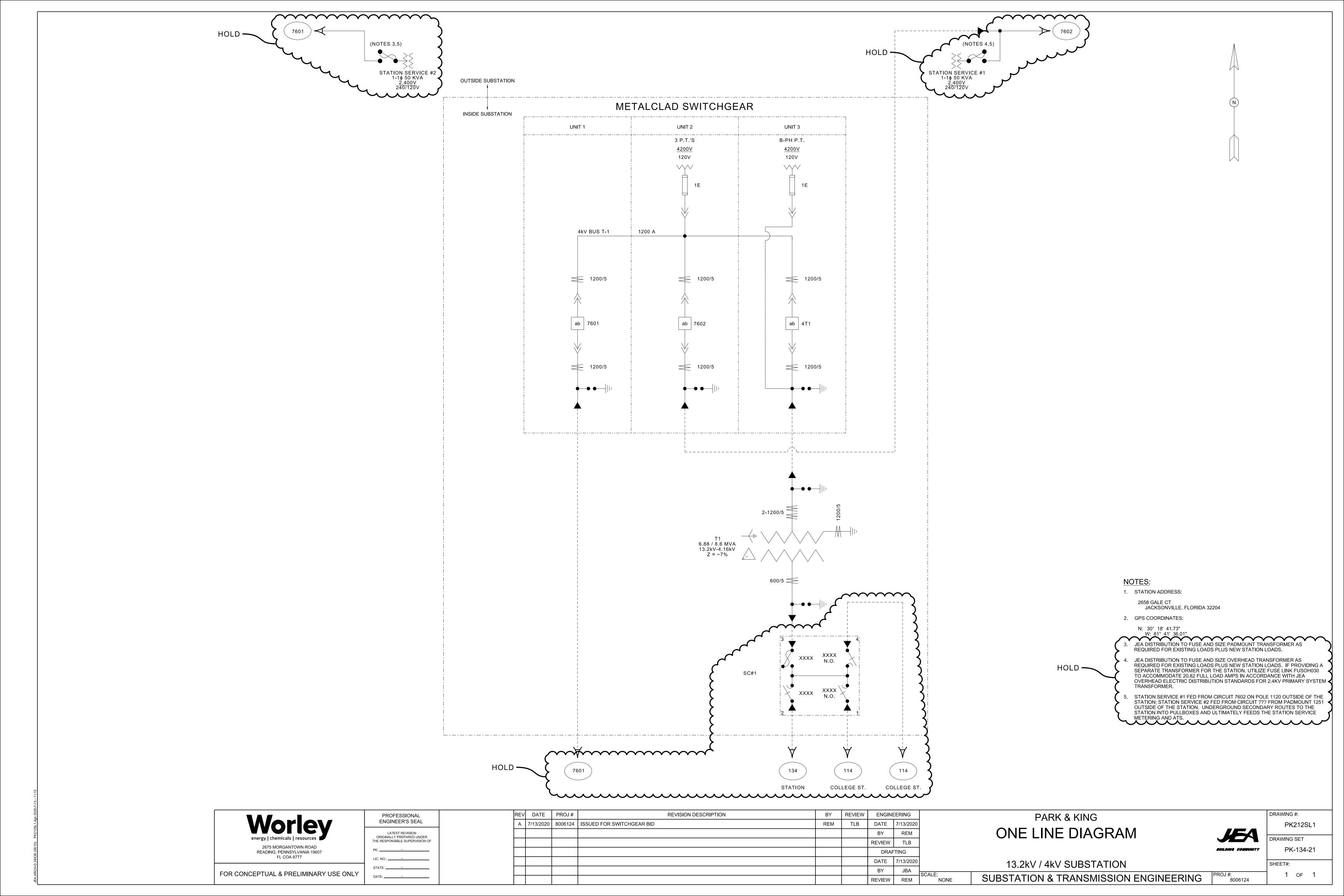
PROJ #: 8006124

SHEET#: 1 of 1

PK-134-21

FOR CONCEPTUAL & PRELIMINARY USE ONLY

BY REVIEW REM



Date: <u>10/29/2020</u> Item# <u>10</u>



Formal Bid and Award System

Award #10 October 29, 2020

Type of Award Request: SOLE SOURCE

Requestor Name: Mark Resos – Electrical Systems Engineer

Requestor Phone: (904)-665-5685

Project Title: 13.2kV transformers for JEA HQ & FIS building Riverside

Project Number: 8006656
Project Location: JEA
Funds: Capital
Budget Estimate: N/A

Scope of Work:

There are two projects currently in the early stages of construction; JEA new HQ and the FIS building. The electrical distribution for these two projects will be underground in vaults. The transformers for these two project may be exposed to water intrusion in storm events. This award is to buy 3, 1000 KVA and 4, 2000 KVA for the JEA HQ and FIS building development projects.

JEA IFB/RFP/State/City/GSA#: N/A

Purchasing Agent: Lovgren, Rodney

Is this a Ratification?:

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
WESCO DISTRIBUTION INC.	Jeff Shallbetter	jeff@1-3.com	202 W. Enterprise Rd Winneconne, WI 54986		\$1,449,499.99

Amount for entire term of Contract/PO: \$1,449,499.99 **Award Amount for remainder of this FY:** \$1,449,499.99

Length of Contract/PO Term: Project Completion

Begin Date (mm/dd/yyyy): 11/15/2020

End Date (mm/dd/yyyy): (Estimated completion 09/30/2021)

JSEB Requirement: N/A – Sole Source

BIDDER:

Name	Amount
WESCO DISTRIBUTION INC.	\$1,449,499.99

Background/Recommendations:

JEA's standards group has worked to develop a technical specification for dry transformers for underground vault based applications where the transformer may be exposed to water intrusion into the vault where the transformer is mounted. The manufacturer ABB is the only domestic US manufacturer currently manufacturing dry transformers that meet JEA's technical specification.

For reference JEA purchases a cast coil transformer 1000/1500 KVA for \$129,474.00. The unit prices for the equipment in this bid are \$177,323.53 and \$229,382.35. This equipment is being purchased at a premium in comparison to other equipment of the same size and class however, this equipment has different design criteria. JEA's typical approach would be competitively bid to procure the equipment in volume and does not typically include a high switch. Based on this information the price is deemed reasonable.

Request approval to award contract to Wesco Distribution Inc a contract to provide 13.2kV transformers for the new HQ and FIS building development projects in the amount of \$1,449,499.99, subject to the approval of lawfully appropriated funds.

Manager: Donskey, Gerald W. - Mgr Energy & Development Projects

Director: Mathews, Jeremy K. - Dir Energy Project Management

Sr. Director: Acs, Gabor - Sr Dir Engineering & Projects

VP: Erixton, Ricky D. - Interim General

APPROVALS:

10/29/2020

Chairman, Awards Committee

Date

10/29/2020

Budget Representative

Date

Quote dated: 8/14/2020	Quote Number: QT-20-01731120
------------------------	------------------------------

То:	From:
WESCO - Orlando	ABB Enterprise Software Inc.
	Christopher Talbert
	171 Industry Drive
	Bland, VA 24315
	Email: christopher.s.talbert@us.abb.com

ABB Quote Number: QT-20-01731120 Project: JEA Dry Type Submersibles

In response to your request for quotation we are pleased to offer the following:

Item	Alt	Qty	Description	Unit Net Price(USD)	Total Net Price(USD)
4		4	2000 KVA Cast Secondary Unit Substation (Activity Location: 9AAE328373, PDC: 9AAF401365, DTXX-DXC209)	229,382.35	917,529.40
6		3	1000 KVA Cast Secondary Unit Substation (Activity Location: 9AAE328373, PDC: 9AAF401365, DTXX-DXC209)	177,323.53	531,970.59

Item 4

Qty	Description	Price (Net Each)	
4	2000 KVA Cast Secondary Unit Substation	229,382.35 USD	
3 Phase 60 Hortz, 105 Dogree C Pice AA			

3 Phase 60 Hertz, 105 Degree C Rise, AA

40 Average / 50 Maximum Ambient

5.75 Percent Impedance with +/- ANSI Standard Tolerance

Phase relation Dyn1

3300 Feet Maximum Altitude

58 dB(a) Guaranteed Sound Level (AA)

Approximate Dimensions: Ht 100 in X Wd 93 in X Dp 72 in

Approximate Total Weight: 18250 lbs

HIGH VOLTAGE 13200 Delta

95 KV BIL

Taps: +2 -2 2.5% Copper Conductor

Termination in ANSI segment 2 (3) Elastimold 15kV Bushing

LOW VOLTAGE 480Y/277

30 KV BIL

Taps: No Taps Copper Conductor

Termination in ANSI segment 4 (4) LV Bushing with 4 Hole Spade

LV XO Bushing - out of top of network Tank

APPLICATION

Network Tank

CORE/COIL

Isolated Core/Single Point Gnd

Painted Core

DOCUMENTS

Customer Drawings

Warranty - 36 Months from Shipment

ENCLOSURES

Eaton VisoVac 15kV Switch Assembly

15 kV, 5 Position Tap Changer

Network Throat

Qualitrol 165-310-01 Temperature Gauge

Richards 302-1 Pressure Valve

Copper faced external two hole ground pads located on diagonally opposite corners

Stainless Steel Hardware - Throughout Transformer

FINISH

Special Paint (Sample Required)

Special Touch-Up Paint (Sample Required) (3 Aerosol Cans)

NP/SIGN/TAG

Stainless Steel Nameplate

SHIPPING

Mechanical Impact Indicator 5G

Open Truck/Provisions For Side Offload

Plastic Wrap Transformer

Free Carrier - Origin - Freight Prepaid and Allowed

TEST

100% QC Impulse Test
Certified Test Report
Partial Discharge Test
Test One Unit per Design
Video Testing (DVD or Flash Drive)
In Tank Testing
Seal Dry Sound Test
Seal Dry Temperature Test

The calculated efficiency @ 50% Load, PF of 1, NL @ 20 Degrees C and LL @ 75 Degree C for units offered on this quotation is in compliance with the DOE efficiency standard which became effective January 1, 2016

Lead Times

Drawing Submittal : 2-4 Weeks after receipt of order.

Approval Order (Shipment) : 34-36 Weeks after return of approved drawings.

Firm Order (Shipment) : 34-36 Weeks after receipt of order.

Transformers are designed, built and tested to ANSI/IEEE C57 Transformer Standards. No other Codes/Standards apply (NEC, NESC, etc.) unless noted on quote.

Item 6

Qty	Description	Price (Net Each)			
3	1000 KVA Cast Secondary Unit Substation	177,323.53 USD			
3 Phase 60 Hertz, 105 Degree C Rise, AA					
40.4	40 A / FO Ma A				

40 Average / 50 Maximum Ambient

5.75 Percent Impedance with +/- ANSI Standard Tolerance

Phase relation Dyn1

3300 Feet Maximum Altitude

58 dB(a) Guaranteed Sound Level (AA)

Approximate Dimensions: Ht 77 in X Wd 76 in X Dp 62 in

Approximate Total Weight: 10750 lbs

HIGH VOLTAGE 13200 Delta

95 KV BIL

Taps: +2 -2 2.5% Copper Conductor

Termination in ANSI segment 2 (3) Elastimold 15kV Bushing

LOW VOLTAGE 480Y/277

30 KV BIL

Taps: No Taps Copper Conductor

Termination in ANSI segment 4 (4) LV Bushing with 4 Hole Spade

LV XO Bushing - out of top of network Tank

APPLICATION

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Isolated Core/Single Point Gnd

Painted Core

DOCUMENTS

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Warranty - 36 Months from Shipment

ENCLOSURES

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15 kV, 5 Position Tap Changer

Network Throat

Qualitrol 165-310-01 Temperature Gauge

Richards 302-1 Pressure Valve

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Stainless Steel Hardware - Throughout Transformer

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SHIPPING

Mechanical Impact Indicator 5G

Open Truck/Provisions For Side Offload

Plastic Wrap Transformer

Free Carrier - Origin - Freight Prepaid and Allowed

TEST

100% QC Impulse Test
Certified Test Report
Partial Discharge Test
Test One Unit per Design
Video Testing (DVD or Flash Drive)
In Tank Testing
Seal Dry Sound Test
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Transformers are designed, built and tested to ANSI/IEEE C57 Transformer Standards. No other Codes/Standards apply (NEC, NESC, etc.) unless noted on quote.

General Comments and Exceptions

- Based on Technical Specification Three Phase Load Center Transformers With High Side Switch -Items: TRALC001 and TRALC002.
 - ** Dry-Type Submersible Transformers Quoted All Liquid Filled References/Requirements Do Not Apply**
 - II Information Relative to System Delta / Wye configured submersible transformers quoted.
 - XI.2 Please note that the quoted cast coil transformers will be supplied with a 185 degrees C rated insulation material (Class F) due to the fact that the epoxy limits the cast coil transformers to a maximum insulation system rating of 185 degrees C.
 - XI.4 & XII.4 Transformers quoted with 105 degrees C temperature rise above a max ambient of 50 degrees C.
 - XIV.2 Submersible transformers quoted do not have a FA rating Submersible Dry Type transformers do not have Fans. KVA rating will be AA only.
 - XIV.3 Submersible type 15kV Tap Changer provided.
 - XV.3 Special Paint for Dry Type Submersible Transformers included Network Black.
 - XV.4 Enclosure is Submersible Tank Construction.
 - XV.5 & XVI.1.1 Eaton VisoVac 15kV Switch Included and assembled with Submersible tank prior to shipment.
 - XVI.3 Arrestors not required for this application.

XVI.4 & XVI.7 - Qualitrol 165-310-01 Temperature Gauge included.

XVI.5 - Cooling fans do not apply to submersible dry type transformer.

XIX.3 - Due to Covid-19 No Customers are permitted on site - Video Testing included.

XXIV - DOE 2016 Requirement Apply.

** GENERAL TERMS AND CONDITIONS OF SALE **

This quotation is effective for 60 days from 8/14/2020, unless otherwise authorized by ABB.

Unless stated otherwise in this quotation, the following terms and conditions of sale will apply.

Shipment is FCA - Free Carrier

Payment is due Net 60 Days from invoice date.

Terms and conditions of sale are based upon ABB Enterprise Software Inc. General Terms and Conditions of Sale.

Price Validity:

<u>Firm Orders:</u> Prices are valid for quoted shipment on orders entered for immediate release and manufacture.

<u>Approval Orders:</u> Prices are valid for units released for shipment within 60 days from the initial mailing date of approval drawings (typically 2 weeks ARO). Prices are valid for quoted shipment or best available lead-time at time of release. Orders on hold pending drawing approval beyond 60 days of initial drawing date are subject to price adjustment every 30 days. Pricing will be determined at time of release for agreed upon delivery.

Lead-times are subject to change based on available production space at time of release.

Due to extended lead times of some non-stock materials, quoted lead times are subject to change. Please contact your ABB representative to confirm the lead time at order entry.

Order cancellation policy:

- 5% of the selling price after order processing.
- 10% of the selling prices after Submittal Approval Drawings have been completed.

If an order is canceled after the supplier has purchased materials, but prior to production, cancellation charges shall be 20% of the selling price, plus:

- Full compensation for any special materials that cannot be used on a normal production unit, ordered exclusively for the canceled Buyer's order. Examples include, but are not limited to, special accessories such as instrument transformers, arresters, capacitors, non-standard paint, etc.
- 50% of the selling price after release to manufacturing but prior to start of production.
- 100% of the selling price upon start of production.

This offer is made as a complete proposal. If this offer is not accepted in its entirety, individual item prices will be provided on an as needed basis.

We appreciate the opportunity to quote on this business. ABB has had many years of experience building reliable, high quality transformers and we look forward to supplying this equipment. If there are any questions regarding this quotation or any other matter relating to this job, please call me at your convenience.

Quoted lead times are based on current production levels. Actual lead times are dependent on available production space at time of order entry and/or release to manufacturing.

Notwithstanding the foregoing, the Parties recognize the intended sale and transfer of the power grids division of

ABB to a company held by Hitachi and ABB (the "Joint Venture") which will be majority owned, and might be at some stage fully owned, by Hitachi. In this context, the Parties agree that [ABB Party] has the right to subcontract, assign, transfer, novate or otherwise dispose of this Contract and all of its rights and obligations under this Contract, without prior consent of [the other Party], to either a legal entity in the ABB Group or directly to the Joint Venture or any legal entity in the Joint Venture group. [The other Party] agrees, at the request [and expense] of [ABB Party], to promptly execute all agreements and/or other documents (in each case whether deed or otherwise) required to affect such subcontract, assignment, transfer or novation. [This Contract, and the obligations hereunder, shall be binding upon the parties hereto, their successors and permitted assigns.]

Force Majeure. ABB shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including, but not limited to, acts of war (declared or undeclared), Acts of God, fire, strike, labor difficulties, acts or omissions of any governmental authority, compliance with government regulations, insurrection or riot, epidemic, pandemic (including coronavirus (Corvid 19)), embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus a reasonable time to resume production.

<u>Change in Laws.</u> ABB shall comply with all federal, state and local laws, rules, regulations, ordinances, statutes, orders, codes and practices ("Applicable Laws"). If there is a change in any of the Applicable Laws after a purchase order is issued, ABB shall notify Customer, and the parties agree to meet in good faith to discuss such change. The price and time to perform the work, shall be increased or decreased, based on the change and consistent with the time and price to perform the original scope of work.

Certification of Sole Source

JEA Procurement Code Section 3-111 Sole Source Procurements

- (1) Conditions for Use. A Contract may be awarded for Supplies or Services as a Sole Source when, pursuant to the Operational Procedures, the Chief Procurement Officer or Designee determines that:
 - (a) there is only one justifiable source for the required Supplies or Services; or
 - (b) a service is a follow-up of Services that may only be done efficiently and effectively by the Company that rendered the initial Services to JEA, provided the initial procurement was competitive.

Name of Contractor or Supplier

Wesco Distribution Inc

Description of Services or Supplies

JEA has developed a technical specification for a dry transformer that can be installed in vaults with specific features that will improve system reliability during storm events. This is the first procurement from the manufacturer ABB through their Florida Distribution channel Wesco Distribution.

- Other available technologies include non-cast coil design and wet (oil) filled transformers, which JEA has used in the past. The feature in the ABB dry transformer with the high side switch is that it may submerged in the event of a flood and will remain operational. JEA has selected cast coil for reliability as well.
- The dry transformer meets current spot network application for non-flammable oil filled transformers inside a building.
- ABB is the only domestic US manufacturing currently manufacturing this style transformer and has
 been selected as the only justifiable source by JEA for the supply of this transformer. These
 transformer are being ordered for two new buildings currently under construction and lead times of
 245 days for shipment to JEA will ensure timely delivery for providing power to the new customers.
- The submersible transformers will reduce yearly routine maintenance that is required for every other spot network vault with in the JEA system

Certification

I the	e undersigned certify that:
X	there is only one justifiable source for the required supplies or services; or
	this service is a follow-up of services that may only be done efficiently and effectively by the
Cor	npany that rendered the initial services to JEA and the initial servies were competitively procured by
JEA	1.

A Request for Information was sent out to Transformer Manufactures that JEA has previously worked with. The request was sent out to determine which manufacturers could make the requested transformers listed in the specification. The only company capable of making the desired Transformer was ABB, whom we worked with to design the new transformer. Many of the companies responded that they could not make the Dry type Submersible Transformer style. They could only make units that where "wet" or did not have the cast coil requirements like the previously purchased TRALC001 and 002. With the Design of the transformer we are looking to purchase we cannot make these changes in the spec that the alternative manufactureres would like to see. The dry type cast coil Submersible Transformer is currently the only product design we have seen that can fit the required need.

Bardfor IE	October 25, 2020
Signature of Business Unit Manager	Date 10/26/2020
	Date
Contract or Purchase Order Number:	Amount: \$