

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 9:00 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: Friday, May 21, 2021

TIME: 10:00 A.M.

PLACE: JEA, Customer Center, Bid Office, 1st Floor, 21 West Church Street, Jacksonville, FL 32202
OR
WebEx/Teleconference
WebEx Meeting Number (access code): 172 105 8312
WebEx Password: pxP6CqUSt63

Public Comments:

Awards:

1. Approval of the minutes from the last meeting (05/13/2021).
2. Request approval to award a contract increase to T B Landmark Construction, Inc. for construction services for the Downtown – Extend Chilled Water System to New JEA Office & Ed Ball Building project in the amount of \$3,894,145.71, for a new not-to-exceed amount of \$3,994,145.71, subject to the availability of lawfully appropriated funds.
3. Request approval for a one (1) year renewal award to Aclara Technologies LLC for Utility Tracker Portal Tool in the amount of \$260,984.34, with a new not-to-exceed amount of \$521,968.68, subject to the availability of lawfully appropriated funds.
4. Request approval to award a contract to Valmont-Newmark to supply spun concrete poles for the circuit 853 rebuild project in the amount of \$345,555.00, subject to the availability of lawfully appropriated funds.

Informational Items: 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.

05-21-2021 Awards Committee

<u>Award #</u>	<u>Type of Award</u>	<u>Business Unit</u>	<u>Estimated/ Budgeted Amount</u>	<u>Amount</u>	<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 05/13/2021 meeting.
2	Contract Increase	Vu	\$3,466,645.00	\$3,894,145.71	T B Landmark Construction, Inc.	Project Completion	<p>Extend Chilled Water System to New JEA Office & Ed Ball Building</p> <p>The scope of work for this project is for construction services to provide chilled water to the new JEA headquarters building and the City of Jacksonville Ed Ball building from JEA's Downtown Chilled Water Plant. This includes construction of approximately 340 LF of insulated 16-inch Ductile Iron (DI) by open cut along Duval St., 660 LF of 12-inch insulated DI by open cut along Julia St., approximately 550 LF of 8-inch insulated DI by open cut along Monroe St. to the New JEA HQ building, and approximately 460 LF of 10-inch insulated DI by open cut along Monroe St. to the Ed Ball Building.</p> <p>Originally approved by Awards Committee on 01/14/2021 in the amount of \$100,000.00 to T B Landmark Construction, Inc. for exploratory evaluations of the Downtown area for the Chilled Water Extension. A copy of the original award is attached as backup.</p> <p>This award request is for an increase to the contract for the construction portion of this project. The previously awarded work for exploratory evaluation to determine locations of utilities and existing pipes has been completed. Due to this exploratory evaluation, JEA and T B Landmark were able to reduce estimated quantities and contingency items from the original Bid Workbook. The original bid had also higher than usual unit prices because of the restricted hours imposed to the construction permit by the City. Staff was able to work with COJ Traffic Engineering and receive a variance on some of the work hour restriction in the project corridor, thereby lowering the initial bid amounts further. Together these changes reduced T B Landmark's original bid price for the construction by \$1,655,173.29. A</p>

05-21-2021 Awards Committee

							<p>copy of the updated unit prices are attached for reference.</p> <p>Request approval to award a contract increase to T B Landmark Construction, Inc. for construction services for the Downtown – Extend Chilled Water System to New JEA Office & Ed Ball Building project in the amount of \$3,894,145.71, for a new not-to-exceed amount of \$3,994,145.71, subject to the availability of lawfully appropriated funds.</p>
3	Renewal	Dutton	\$392,450.00	\$260,984.34	Aclara Technologies LLC	<p>One (1) Year w/Two (2) - One (1) Yr. Renewals</p>	<p><u>Utility Tracker Portal Tool</u></p> <p>The goal of the JEA Customer Energy and Water Management Portal project centers around providing JEA customers the ability to better manage their energy and water costs by utilizing an on-line portal (My Utility Tracker) that will assist them in understanding their usage patterns and provide them information to improve the energy efficiency of their home or business. The project is part of the JEA/Department of Energy (DOE) Smart Grid program and the tool and services are deliverables identified in the JEA/DOE Smart Grid Project Execution Plan (PEP).</p> <p>JEA first competitively bid these services in 2012. On 03/01/2012, the Awards Committee awarded a contract to Aclara Technologies for an original three (3) year period from 10/01/2012 to 09/30/2015. On 06/25/2020, the Awards Committee awarded a new sole source contract to Aclara Technologies through 06/30/2021. A copy of the previous award documentation is attached as back-up.</p> <p>Request approval for a one (1) year renewal award to Aclara Technologies LLC for Utility Tracker Portal Tool in the amount of \$260,984.34, with a new not-to-exceed amount of \$521,968.68, subject to the availability of lawfully appropriated funds.</p>
4	Single Source	Erixton	\$340,988.00	\$345,555.00	Valmont Newmark-Hazleton Operation	Project Completion	<p><u>Purchase of Spun Concrete Poles</u></p> <p>Purchase of New transmission structures to rebuild a 1.4 mile section of existing circuit 853 that is currently under designed and under constant maintenance due to wood pecker damage. Existing wood poles will be replaced with new long lasting and minimum maintenance</p>

05-21-2021 Awards Committee

							<p>required spun concrete transmission poles</p> <p>JEA last awarded concrete poles in October of 2019. When considering pole size, moment capacity requirements, purchase volume and specific designs of this project, JEA estimates a 6.5% increase in price, which is deemed reasonable considering current market conditions.</p> <p>Request approval to award a contract to Valmont-Newmark to supply spun concrete poles for the circuit 853 rebuild project in the amount of \$345,555.00, subject to the availability of lawfully appropriated funds.</p>
Total Award				\$4,500,685.05			

JEA AWARDS COMMITTEE MAY 13, 2021 MEETING MINUTES

The JEA procurement Awards Committee met on May 13, 2021, in person with a WebEx option

WebEx Meeting Number (access code): 160 199 4252

WebEx Password: pxP6CqUSt63

Members in attendance were Jenny McCollum as Chairperson, Laure Whitmer as Budget Representative, Julie Davis as Office of General Counsel Representative; with Laura Dutton, Joe Orfano, Stephen Datz, Todd Skinner, and Hai Vu as voting Committee Members.

Chair McCollum called the meeting to order at 10:02 a.m., introduced the Awards Committee Members, and confirmed that there was a quorum of the Committee membership present.

Public Comments:

Chair McCollum 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:

1. Approval of the minutes from the last meeting (05/06/2021). Chair McCollum verbally presented the Committee Members the proposed May 6, 2021 minutes contained in the committee packet.

MOTION: Laura Dutton made a motion to approve the May 6, 2021 minutes (Award Item 1). The motion was seconded by Hai Vu and approved unanimously by the Awards Committee (5-0).

The Committee Members reviewed and discussed the following Awards Items 2-5:

2. 1410275453 – Request approval to award a contract to Nexair LLC in the amount of \$2,240,000.00, Airgas USA LLC in the amount of \$280,000.00 and Matheson Tri-Gas Inc. in the amount of \$280,000.00 for Industrial and Laboratory Gas Supply in the amount of \$2,800,000.00 subject to the availability of lawfully appropriated funds.

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

3. Request approval to award a contract to the developer, Sonoc Company LLC, for the construction of the water main and reclaimed water main by John Woody, Inc. for the Nocatee Conservation Trail Extension in the amount of \$782,944.00, subject to the availability of lawfully appropriated funds.

MOTION: Laura Dutton made a motion to approve Award Item 3 as presented in the committee packet. The motion was seconded by Hai Vu and approved unanimously by the Awards Committee (5-0).

4. 007-21 – Request approval to award a contract to Constantine Engineering, LLC. for engineering services for the Monterey Wastewater Treatment Facility (WWTF) Improvement project in the amount of \$ 1,011,570.29, subject to the availability of lawfully appropriated funds.

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

5. 1410309048 - Request approval to rescind this solicitation, and reject all Responses received in anticipation of bidding out a revised pricing approach.

MOTION: Hai Vu made a motion to approve Award Item 5 as presented in the committee packet. The motion was seconded by Laura Dutton and approved unanimously by the Awards Committee (5-0).

Informational Item:

No informational items were presented to the Awards Committee.

Ratifications:

No ratifications were presented to the Awards Committee.

Public Comments:

No additional public comment speaking period was taken.

Adjournment:

Chair McCollum adjourned the meeting at 10:32 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/



Formal Bid and Award System

Award #2

May 21, 2021

Type of Award Request: CONTRACT INCREASE
Request #: 171
Requestor Name: Betancur, Maria A
Requestor Phone: (904) 665-7215
Project Title: Extend Chilled Water System to New JEA Office & Ed Ball Building
Project Number: 8006299
Project Location: JEA
Funds: Capital
Budget Estimate: \$3,466,645.00

Scope of Work:

The scope of work for this project is for construction services to provide chilled water to the new JEA headquarters building and the City of Jacksonville (COJ) Ed Ball building from JEA's Downtown Chilled Water Plant. This includes construction of approximately 340 LF of insulated 16-inch Ductile Iron (DI) by open cut along Duval St., 660 LF of 12-inch insulated DI by open cut along Julia St., approximately 550 LF of 8-inch insulated DI by open cut along Monroe St. to the New JEA HQ building, and approximately 460 LF of 10-inch insulated DI by open cut along Monroe St. to the Ed Ball Building.

JEA IFB/RFP/State/City/GSA#: 086-20
Purchasing Agent: King, David
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
T B LANDMARK CONSTRUCTION, INC.	Martin Adams	estimating@tblandmark.com	11220 New Berlin Road, Jacksonville, FL 32226	(904) 751-1016	\$3,894,145.71

Amount of Original Award: \$100,000.00
Date of Original Award: 01/14/2021
Change Order Amount: \$3,894,145.71
New Not-To-Exceed Amount: \$3,994,145.71
Award Amount for remainder of this FY: \$1,450,000.00
Length of Contract/PO Term: Project Completion
Begin Date: 01/19/2021
End Date: Project Completion (Expected: January 2022)
JSEB Requirement: Three Percent (3%) Goal
Comments on JSEB Requirements:
Original Award
N/A

This Increase
Donna J. Hamilton (Materials) - 3%

Background/Recommendations:

Originally approved by Awards Committee on 01/14/2021 in the amount of \$100,000.00 to T B Landmark Construction, Inc. for exploratory evaluations of the Downtown area for the Chilled Water Extension. A copy of the original award is attached as backup.

This award request is for an increase to the contract for the construction portion of this project. The previously awarded work for exploratory evaluation to determine locations of utilities and existing pipes has been completed. Due to this exploratory evaluation, JEA and T B Landmark were able to reduce estimated quantities and contingency items from the original Bid Workbook. The original bid had also higher than usual unit prices because of the restricted hours imposed to the construction permit by the City. JEA staff was able to work with COJ Traffic Engineering and receive a variance on some of the work hour restriction in the project corridor, thereby lowering the initial bid amounts further. Together these changes reduced T B Landmark's original bid price for the construction by \$1,555,173.29 (Original Bid Amount of \$5,549,319.00 minus revised total cost of \$3,994,145.71). A copy of the updated unit prices are attached for reference.

Request approval to award a contract increase to T B Landmark Construction, Inc. for construction services for the Downtown – Extend Chilled Water System to New JEA Office & Ed Ball Building project in the amount of \$3,894,145.71, for a new not-to-exceed amount of \$3,994,145.71, subject to the availability of lawfully appropriated funds.

Manager: DiMeo, Elizabeth A. - Mgr W/WW Project Management
Director: Conner, Sean M. - W/WW Project Engineering & Construction
VP: Vu, Hai X. – VP Water Wastewater Systems

APPROVALS:

Chairman, Awards Committee	Date
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Budget Representative	Date
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Formal Bid and Award System

Award #6 January 14, 2021

Type of Award Request: BID (IFB)
Request #: 6873
Requestor Name: Betancur, Maria A.
Requestor Phone: (904) 665-7215
Project Title: Subsurface evaluation for Downtown – Extend Chilled Water System to New JEA Office & Ed Ball Building
Project Number: 8006299
Project Location: JEA
Funds: Capital
Budget Estimate: \$3,466,645.00
Scope of Work:

The scope of work for this project is for construction services to provide chilled water to the new JEA headquarters building and the City of Jacksonville Ed Ball building from JEA's Downtown Chilled Water Plant, however the \$100,000.00 amount of this award is only for subsurface evaluation, not the full construction bid.

This project will require approx. 900 linear feet (LF) of insulated pipe to the new JEA headquarters building (HQ), and approx. 500 LF of insulated pipe to the Ed Ball Building via open cut method.

This project will extend the existing chilled water distribution system to the new JEA HQ location and the City of Jacksonville (COJ) Ed Ball Building. This includes construction of approx. 450 LF of insulated Ductile Iron (DI) 16-inch (900 LF of pipe, total, for the supply and return mains) by open cut along Duval St. and Julia St., approx. 300 LF of insulated D.I. 8-inch (600 LF of pipe, total, for the supply and return mains) by open cut along Monroe St. to the New JEA HQ building, approx.. 250 LF of insulated D.I. 12-inch (500 LF of pipe, total, for the supply and return mains) by open cut along Monroe St. to the Ed Ball Building.

JEA IFB/RFP/State/City/GSA#: 086-20
Purchasing Agent: King, David
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
T B LANDMARK CONSTRUCTION, INC.	Martin Adams	estimating@tblandmark.com	11220 New Berlin Road, Jacksonville, FL 32226	(904) 751-1016	\$100,000.00

Amount for entire term of Contract/PO: \$100,000.00
Award Amount for remainder of this FY: \$100,000.00
Length of Contract/PO Term: Project Completion
Begin Date (mm/dd/yyyy): 01/19/2021
End Date (mm/dd/yyyy): Project Completion (Expected: July 2021)

JSEB Requirement:

None for this portion. A Three Percent (3%) requirement will apply if/when the full project is awarded.

BIDDERS:

Name	Amount
T B LANDMARK CONSTRUCTION, INC.	\$5,549,319.00

Background/Recommendations:

Advertised on 10/8/2020. Three (3) prime contractors attended the mandatory pre-bid meeting held on 10/15/2020. At Bid opening on 11/23/2020, JEA received one (1) Bid. Non bidders (J. B. Coxwell Contracting Inc. and JD Hinson Company) listed project complexities, such as expected utility conflicts and night time work requirements, as reasons not to bid. Low bidder participation is also due to the uniqueness of the project, chilled water main installation in the right-of-way is uncommon in our area and only a few companies have experience installing the mains. T B Landmark Construction, Inc. is the lowest responsive and responsible Bidder. A copy of the Bid Form and Workbook are attached as backup.

The bid amount of \$5,549,319.00 is approximately 60% higher than the budget estimate of \$3,466,645.00. The reasons for the variance include higher than the estimated unit prices, accounting for the hazards of the project construction during restricted work hours and the congested downtown utility corridor. Most of the increases are due to cost of material from night deliveries and premium labor costs due to restricted work hours as well as slow installation because of the congested corridor.

The bid amounts were reviewed by JEA and deemed reasonable given the complexity and additional utility conflicts. However, staff has been working with T B Landmark for potential areas to value engineer and find cost saving items on the project, such as reducing the number of work zones that will require restricted work hours and the feasibility of changing the method of pipeline installation from the open cut method to horizontal directional drill for some sections of the project.

After initial discussions with TB Landmark, it was determined that exploratory excavations would be needed at three locations along the pipeline route to determine the exact location and types of existing utilities in order to select the most feasible pipeline installation method. The following locations were determined to be the most critical along the corridor: 1) at the existing chilled water connection point located on Duval St., between Julia and Pearl St., 2) at the intersection of Julia and Duval St. and 3) at the intersection Monroe and Julia St.

Since the bid for the construction is much higher than estimated, JEA is pausing to evaluate if extending the chilled water mains is the best option for JEA, COJ and our ratepayers; this request is for the exploratory excavations only. Awarding the exploratory excavations serves two purposes:

1. Minimizes delay of construction of chilled water mains if JEA eventually decides to pursue this project.
2. Provides better understanding of location and density of buried utilities, which should reduce contractor risks, and potentially reduce construction costs.

Some of the exploratory excavation work at the connection point in Duval St. between Julia and Pearl St. is already included in the bid form as an allowance (lines 98 and 104 on bid form). The existing chilled water pipeline is approximately 14 feet deep and during design, the subsurface utility excavation (SUE) attempts to locate the pipe were unsuccessful. The SUE subcontractor's equipment could only reach to a depth of 9 feet and found a layer of concrete blocking the proposed tie-in locations. Therefore, the exact pipe material and depth is currently unknown.

This project must be completed by July 2021, in order to not impact the construction schedule for the new JEA headquarters. Therefore, this award is to award \$100,000.00 of the current bid price received

from T B Landmark for exploratory excavation work. The contract allows for early termination for convenience if JEA decides not to pursue the full scope of the project.

086-20 – Request approval to award a contract to T B Landmark Construction, Inc. for construction services for the Downtown – Extend Chilled Water System to New JEA Office & Ed Ball Building project in the amount of \$100,000 subject to the availability of lawfully appropriated funds.

Manager: DiMeo, Elizabeth A. - Mgr W/WW Project Management

Director: Conner, Sean M - Dir W/WW Project Engineering & Construction

GM: Vu, Hai X. - Interim GM Water Wastewater Systems

APPROVALS:

Chairman, Awards Committee

Date

Budget Representative

Date

Addendum 3 Appendix B - Bid Form
086-20 Downtown - Extend Chilled Water System to New JEA Office & Ed Ball Building

Submit the Bid electronically as described in section 1.1.3 of the Solicitation.

Company Name: T B Landmark Construction, Inc.

Company's Address: 11220 New Berlin Road, Jacksonville, FL 32226

License Number: CGC060694/CUC057226

Phone Number: 904-751-1016 FAX No: 904-751-4125 Email Address: estimating@tblelandmark.com

BID SECURITY REQUIREMENTS

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

TERM OF CONTRACT

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

SAMPLE REQUIREMENTS

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

SECTION 255.05, FLORIDA STATUTES CONTRACT BOND

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

QUANTITIES

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

INSURANCE REQUIREMENTS

Insurance required

PAYMENT DISCOUNTS

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

ENTER YOUR BID FOR SOLICITATION 086-20

TOTAL BID PRICE

Total Bid Price for the Project
(enter total from cell G120 in the Bid Workbook)

\$ 5,549,319.00

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

BIDDER CERTIFICATION

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

We have received addenda

1 through 3


Handwritten Signature of Authorized Officer of Company or Agent

11/24/20
Date

Martin Adams, General Manager
Printed Name and Title

*Unless otherwise noted, this column refers to paragraphs /sections found in the latest edition of the JEA's Water & Sewer Standards Manual. This document can be found on www.jea.com.
 **Reference found in this solicitation.
 ***Refer to 086-20 Appendix A - Technical Specifications

	SUBTOTAL	\$5,052,496.00
1 LS	GENERAL/SPECIAL CONDITIONS (MAX. 10% OF SUBTOTAL)	\$496,823.00
TOTAL Bid Price (Subtotal plus General Conditions & Special Conditions, inclusive transfer total to Page 1 of 086-20 Addendum 3 Appendix B - Bid Form)		\$5,549,319.00

*** JEA Water and Wastewater Standards or Technical Specifications Reference

Bid Analysis

086-20 Downtown – Extend Chilled Water System to New JEA Office & Ed Ball Building

1

					TB Landmark	TB Landmark
					Unit Price	Total Price
JEA Building						
1	801.XIII.1, 305 II.3.6.2, ***	553	LF	8" CLDI Pipe Class 350 TR-FLEX or FLEX Ring restrained DIP push on joints	\$417.82	\$231,054.46
2	***	553	LF	8" Pipe Insulation with all Service Jacket (3' per Fitting)	\$103.00	\$56,959.00
3	801.XIII.6, 305	27	EA	8" Restraints - All pipe, fittings and valves to be restrained	\$753.00	\$20,331.00
4	801.XIII.2, 305, ***	2	EA	8" 90 Deg Ell CLDI C153 CL 350 Mech Jt - Field insulated	\$2,345.00	\$4,690.00
5	801.XIII.2, 305, ***	9	EA	8" 45 Deg Ell CLDI C153 CL 350 Mech Jt - Field insulated	\$2,212.00	\$19,908.00
6	801.XIII.2, 305, ***	2	EA	8" 22.5 Deg Ell CLDI C153 CL 350 Mech Jt (Contingency) - Field insulated	\$2,212.00	\$4,424.00
7	801.XIII.2, 305, ***	0	EA	8' 11.25 Deg CLDI C153 CL 350 Mech Jt (Contingency) - Field insulated	\$2,212.00	\$0.00
8	801.XIII.2, 305, ***	1	EA	8" Straight Tee CELDI C153 CL 350 Mech Jt- Field insulated	\$2,368.00	\$2,368.00
9	801.XIV.3, 305	3	EA	8" Gate Valve Mech Jt. with Box and Cover - Field insulated	\$3,967.00	\$11,901.00
10	801.XIII.2, 305, ***	2	EA	8" Cap DI C153 CL 350 Mech Jt	\$2,645.00	\$5,290.00
11	801.IX.1, 407,	625	SY	Asphalt Pavement Removal	\$105.00	\$65,625.00
12	801.IX.2	625	SY	Case IX Pavement Repair	\$110.00	\$68,750.00
13	801.III.1.2, 40	0	LF	Remove 30" RCP Pipe (Contingency)	\$125.00	\$0.00
14	801.XII.1.2	0	LF	Install 30" RCP Pipe, City Standard (Contingency)	\$200.00	\$0.00
15	801.III.1.2, 40	0	LF	Remove 20" RCP	\$76.00	\$0.00
16	801.XII.1.2	0	LF	Install 20" RCP, City Standard	\$132.00	\$0.00
17	801.XVI.4.1, 2	0	LF	Remove and replace 6" Sewer Service (Contingency)	\$246.00	\$0.00
18	801.XIII.8	0	EA	Remove & Replace Water Service 1"-2" (Contingency)	\$2,500.00	\$0.00
19	***	4	EA	8"X2" service saddle w/ poly and corp stop	\$2,080.00	\$8,320.00
20	***	2	EA	8" Expansion Joint Mech Jt. With Polywrap and Field Insulation	\$6,825.00	\$13,650.00
21	***	1	LS	Connect to New JEA HQ Building	\$33,678.00	\$33,678.00
10" Chilled Water Main West Monroe Ed Ball Bldg						
22	801.XIII.1, 305 II.3.6.2, ***	460	LF	10" CLDI Pipe Class 350 TR-FLEX or FLEX Ring restrained DIP push on joints	\$498.00	\$229,080.00
23	***	460	LF	10" Pipe Insulation with all Service Jacket (3' per Fitting)	\$117.00	\$53,820.00
24	801.XIII.6, 305	23	EA	10" Restraints - All pipe, fittings and valves to be restrained	\$836.00	\$19,228.00
25	801.XIV.3, 305	3	EA	10" Gate Valve Mech Jt, Includes Meg-A-Lugs w/ box and cover - Field insulated	\$5,079.00	\$15,237.00
26	801.XIII.2, 305, ***	2	EA	10" 90 Deg Ell CLDI C153 CL 350 Mech Jt - Field insulated	\$2,549.00	\$5,098.00
27	801.XIII.2, 305, ***	4	EA	10" 45 Deg Ell CLDI C153 CL 350 Mech Jt - Field insulated	\$2,513.00	\$10,052.00
C	801.XIII.2, 305, ***	2	EA	10" 45 Deg Ell CLDI C153 CL 350 Mech Jt - (Contingency) - Field insulated	\$2,513.00	\$5,026.00
28	801.XIII.2, 305, ***	1	EA	10" 22.5 Deg Ell CLDI C153 CL 350 Mech Jt - (Contingency) - Field insulated	\$2,513.00	\$2,513.00
29	801.XIII.2, 305, ***	1	EA	10" 11.25 Deg Ell CLDI C153 CL 350 Mech Jt - (Contingency) - Field insulated	\$2,513.00	\$2,513.00
30	801.XIII.2, 305, ***	2	EA	10" Cap DI C153 CL 350 Mech Jt	\$2,084.00	\$4,168.00
31	801.XIII.2, 305, ***	1	EA	10" Straight Tee CELDI C153 CL 350 Mech Jt- Field insulated	\$3,300.00	\$3,300.00
	801.XIII.2, 305, ***	0	EA	12" x 10 Tee CELDI C153 CL 350 Mech Jt- Field insulated	\$4,500.00	\$0.00
32	801.IX.1, 407,	511	SY	Asphalt Pavement Removal	\$139.00	\$71,029.00
33	801.IX.2	511	SY	Case IX Pavement Repair	\$137.00	\$70,007.00
34	801.X, 491, 40	300	SF	Remove Brick Pavers, Sidewalk	\$14.00	\$4,200.00
35	801.X.4, 491,	300	SF	Replace or reinstall Brick Pavers, City Standard	\$26.00	\$7,800.00
36	801.IX.5.6	629	SY	1 1/2" Mill & Overlay	\$30.00	\$18,870.00
37	801.X.3, 491,	45	LF	Remove Concrete Curb and Gutter	\$12.00	\$540.00
38	801.X.6, 491	45	LF	Replace Concrete Curb and Gutter, City Standard	\$58.00	\$2,610.00
39	801.X.1, 491,	25	SY	Removal of Concrete Sidewalk	\$12.00	\$300.00
40	801.X.4, 194,	25	SY	Replace Concrete Sidewalk, City Standard	\$65.00	\$1,625.00
41	801.XVI.4.1, 2	0	LF	Remove and replace 6" Sewer Service (Contingency)	\$250.00	\$0.00
42	***	2	EA	10" Expansion Joint Mech Jt. With Polywrap and Field Insulation	\$9,225.00	\$18,450.00

				12" Chilled Water Main North Julia Street		
22	801.XIII.1, 305 II.3.6.2, ***	660	LF	12" CLDI Pipe Class 350 TR-FLEX or FLEX Ring restrained DIP push on joints	\$571.00	\$376,860.00
23	***	660	LF	12" Pipe Insulation with all Service Jacket (3' per Fitting)	\$153.00	\$100,980.00
24	801.XIII.6, 305	32	EA	12" Restraints - All pipe, fittings and valves to be restrained	\$966.00	\$30,912.00
25	801.XIV.3, 305	3	EA	12" Gate Valve Mech Jt, Includes Meg-A-Lugs w/ box and cover (Contingency) - Field insulated	\$7,500.00	\$22,500.00
26	801.XIII.2, 305, ***	2	EA	12" 90 Deg Ell CLDI C153 CL 350 Mech Jt - Field insulated	\$3,600.00	\$7,200.00
27	801.XIII.2, 305, ***	6	EA	12" 45 Deg Ell CLDI C153 CL 350 Mech Jt - Field insulated	\$3,850.00	\$23,100.00
	801.XIII.2, 305, ***	3	EA	12" 45 Deg Ell CLDI C153 CL 350 Mech Jt (Contingency)- Field insulated	\$3,600.00	\$10,800.00
28	801.XIII.2, 305, ***	3	EA	12" 22.5 Deg Ell CLDI C153 CL 350 Mech Jt - (Contingency) - Field insulated	\$3,600.00	\$10,800.00
29	801.XIII.2, 305, ***	1	EA	12" 11.25 Deg Ell CLDI C153 CL 350 Mech Jt - (Contingency) - Field insulated	\$3,600.00	\$3,600.00
30	801.XIII.2, 305, ***	2	EA	12" Cap DI C153 CL 350 Mech Jt	\$2,860.00	\$5,720.00
31	801.XIII.2, 305, ***	2	EA	12" x 8" Straight Tee CELDI C153 CL 350 Mech Jt- Field insulated	\$3,300.00	\$6,600.00
	801.XIII.2, 305, ***	2	EA	12" x 10" Straight Tee CELDI C153 CL 350 Mech Jt- Field insulated	\$3,500.00	\$7,000.00
	801.XIV.3, 305	2	EA	8" Gate Valve Mech Jt. with Box and Cover - Field insulated	\$3,967.00	\$7,934.00
	801.XIV.3, 305	2	EA	10" Gate Valve Mech Jt. with Box and Cover - Field insulated	\$4,250.00	\$8,500.00
32	801.IX.1, 407,	726	SY	Asphalt Pavement Removal	\$139.00	\$100,914.00
33	801.IX.2	726	SY	Case IX Pavement Repair	\$137.00	\$99,462.00
34	801.X, 491, 40	0	SF	Remove Brick Pavers, Sidewalk	\$14.00	\$0.00
35	801.X.4, 491,	0	SF	Replace or reinstall Brick Pavers, City Standard	\$26.00	\$0.00
36	801.IX.5.6	629	SY	1 1/2" Mill & Overlay	\$30.00	\$18,870.00
37	801.X.3, 491,	0	LF	Remove Concrete Curb and Gutter	\$8.00	\$0.00
38	801.X.6, 491	0	LF	Replace Concrete Curb and Gutter, City Standard	\$35.00	\$0.00
39	801.X.1, 491,	0	SY	Removal of Concrete Sidewalk	\$8.00	\$0.00
40	801.X.4, 194,	0	SY	Replace Concrete Sidewalk, City Standard	\$45.00	\$0.00
41	801.XVI.4.1, 2	0	LF	Remove and replace 6" Sewer Service (Contingency)	\$250.00	\$0.00
42	***	2	EA	12" Expansion Joint Mech Jt. With Polywrap and Field Insulation	\$9,225.00	\$18,450.00

				16" CLDI Chilled Water Main W Duval		
43	801.XIII.1, 305 II.3.6.2, ***	340	LF	16" CLDI Pipe Class 250 TR-FLEX or FLEX Ring restrained DIP push on joints	\$650.00	\$221,000.00
44	801.XIII.1, 305 II.3.6.2, ***	20	LF	16" CLDI Pipe Class 250 TR-FLEX or FLEX Ring restrained DIP push on joints (Contingency)	\$650.00	\$13,000.00
45	***	340	LF	16" Pipe Insulation with all Service Jacket (3' per Fitting)	\$200.00	\$68,000.00
46	***	20	LF	16" Pipe Insulation with all Service Jacket (3' per Fitting) (Contingency)	\$200.00	\$4,000.00
47	801.XIII.6, 305	16	EA	16" Restraints - All pipe, fittings and valves to be restrained	\$1,500.00	\$24,000.00
48	801.XIII.6, 305	0	EA	16" Restraints - All pipe, fittings and valves to be restrained (Contingency)	\$1,500.00	\$0.00
	801.XIII.1, 305 II.3.6.2, ***	20	LF	12" CLDI Pipe Class 350 TR-FLEX or FLEX Ring restrained DIP push on joints	\$603.00	\$12,060.00
	***	20	LF	12" Pipe Insulation with all Service Jacket (3' per Fitting)	\$175.00	\$3,500.00
	801.XIII.2, 305, ***	2	EA	12" 90 Deg Ell CLDI C153 CL 350 Mech JT - Field insulated	\$3,600.00	\$7,200.00
49	801.XIII.2, 305, ***	0	EA	16" 90 Deg Ell CLDI C153 CL 350 Mech JT - Field insulated	\$4,100.00	\$0.00
50	801.XIII.2, 305, ***	7	EA	16" 45 Deg Ell CLDI C153 CL 350 Mech Jt- Field insulated	\$4,100.00	\$28,700.00
51	801.XIII.2, 305, ***	2	EA	16" 45 Deg Ell CLDI C153 CL 350 Mech Jt- Field insulated (Contingency)	\$4,100.00	\$8,200.00
52	801.XIII.2, 305, ***	2	EA	16" 22.5 Deg Ell CLDI C153 CL 350 Mech Jt- Field insulated	\$4,100.00	\$8,200.00
	801.XIII.2, 305, ***	2	EA	16" 11 1/4 Deg Ell CLDI C153 CL 350 Mech Jt- Field insulated	\$4,100.00	\$8,200.00
53	801.XIII.2, 305, ***	0	EA	16" Straight Tee CELDI C153 CL 350 Mech Jt- Field insulated	\$6,512.00	\$0.00
54	801.XIII.2, 305, ***	0	EA	16" X 8" Tee CLDI C153 CL 350 Mech Jt - Field insulated	\$6,425.00	\$0.00
55	801.XIII.2, 305, ***	2	EA	16" X 12" Tee CLDI C153 CL 350 Mech Jt - Field insulated Fire Department Con.	\$5,880.00	\$11,760.00
56	801.XIII.2, 305, ***	0	EA	16" Tee CLDI C153 CL 350 Mech Jt - Field insulated	\$6,250.00	\$0.00
		2	EA	18" Tee CLDI C153 CL 350 FL Jt - Field insulated	\$8,800.00	\$17,600.00
		2	EA	18" x 16" Reducer CLDI C153 CL 350 FL Jt - Field insulated	\$4,250.00	\$8,500.00
		2	EA	18" x 12" Reducer CLDI C153 CL 350 FL Jt - Field insulated	\$3,850.00	\$7,700.00
		20	LF	12" CLDI Pipe Class 350 FL x FL Spool 20'0"	\$200.00	\$4,000.00
		20	LF	16" CLDI Pipe Class 350 FL x FL Spool 20'0"	\$200.00	\$4,000.00
		2	EA	12" Sleeve CLDI C153 CL 350 Mech Jt - Field insulated	\$3,500.00	\$7,000.00
	801.XIII.2, 305, ***	2	EA	12" 45 Deg Ell CLDI C153 CL 350 Mech Jt - Field insulated	\$3,850.00	\$7,700.00
	801.XIII.2, ***	2	EA	12" x 2" Cap DI C153 CL 250 Mech Jt Cap Fire Dept. Connection	\$2,500.00	\$5,000.00
57	801.XIV.3, 305	2	EA	16" Gate Valve Mech Jt. Incl. with Box and Cover - Field insulated	\$9,300.00	\$18,600.00
58	801.XIII.10, 30	0	EA	16" Line Stop (Contingency)	\$35,000.00	\$0.00
59	801. XIV.4, 30	0	EA	16" Sleeve (Contingency)	\$5,000.00	\$0.00
60	801.III.1.2	0	LF	Remove 18" RCP	\$198.00	\$0.00
61	801.XII.1.2	0	LF	Install 18" RCP Pipe, City Standard	\$350.00	\$0.00
62	801.IX.1, 407,	500	SY	Asphalt Pavement Removal	\$110.00	\$55,000.00
63	801.IX.2	500	SY	Case IX Pavement Repair	\$125.00	\$62,500.00
64	801.IX.5.6	1816	SY	1 1/2" Mill & Overlay and Striping	\$30.00	\$54,480.00
65	801.X.3, 491,	80	LF	Remove Concrete Curb and Gutter, City Standard	\$12.00	\$960.00
66	801.X.6, 491	80	LF	Replace Concrete Curb and Gutter, City Standard	\$58.00	\$4,640.00
67	801.X.1, 491,	25	SY	Removal of Concrete Sidewalk	\$12.00	\$300.00
68	801.X.4, 491,	25	SY	Replace Concrete Sidewalk, City Standard	\$59.00	\$1,475.00
69	801.III.1.2, 40	0	LF	Remove 15" RCP Pipe	\$125.00	\$0.00
70	801.XII.1.2	0	LF	Replace 15" RCP Pipe, City Standard	\$250.00	\$0.00
71	801.III.1.2, 40	0	LF	Remove 18" RCP Pipe	\$125.00	\$0.00
72	801.XII.1.2	0	LF	Replace 18" RCP Pipe,City Standard	\$300.00	\$0.00
73	801.III.1.2, 40	0	LF	Remove 24" RCP Pipe	\$45.00	\$0.00
74	801.XII.1.2	0	LF	Install 24" RCP Pipe	\$125.00	\$0.00
75	801.XVI	0	LF	Remove and replace 8" Sewer main(Contingency)(includes by-passing and couplings)	\$250.00	\$0.00
76	801.XIII.8	0	EA	Remove and replace 1"-2" Water Service(Contingency)	\$2,500.00	\$0.00
77	801.XVI.4.1, 2	0	LF	Remove and replace 6" Sewer Service(Contingency)	\$250.00	\$0.00
78	***	2	EA	16" Expansion Joint Mech Jt. With Polywrap and Field Insulation	\$11,800.00	\$23,600.00
79	801.XIII.2, ***	2	EA	16" Cap DI C153 CL 250 Mech Jt (for testing against)	\$3,998.00	\$7,996.00
80	801.XII.1.2, XI	0	LS	Remove and replace existing drainage MH to COJ standards (C-2)	\$30,000.00	\$0.00

				Fiber Optics		
81	JEA Underground E	4	CY	Concrete Encasement of Conduit (Contingency)	\$600.00	\$2,400.00
82	JEA Underground E	991	LF	4" HDPE DR 13.5 conduit with three 1" innerducts	\$42.00	\$41,622.00
83	JEA Underground E	991	LF	Locate Wire #12 Insulated includes terminations	\$5.00	\$4,955.00
84	JEA Underground E	991	LF	Magnetic FOC Warning Marker tape	\$5.00	\$4,955.00
85	JEA Underground E	4	EA	Installation Fiber Optic Vault (MANHO 008) (JEA to supply materials only) Labor and Installation	\$1,500.00	\$6,000.00
86	JEA Underground E	2,973	LF	1" Smooth Wall Innerducts	\$27.00	\$80,271.00
87	JEA Underground E	744	LF	144ct Fiber Optic Cable (CAIUF 144) (JEA to supply materials only) Labor and Installation	\$12.00	\$8,928.00
88	JEA Underground E	247	LF	24ct Fiber Optic Cable (CAIUF 024) (JEA to supply materials only) Labor and Installation	\$12.00	\$2,964.00
89	JEA Underground E	6	EA	Fiber Curb Marker (MARCB 001) (JEA to supply materials only) Labor and Installation	\$200.00	\$1,200.00
				Others		
90	801.XVIII.2, XI	0	EA	36" X 16" Tapping Sleeve & Valve(36" Saddle may need to be for HDPE pipe)	\$89,811.00	\$0.00
91	***	0	LS	Remove and Replace Insulation on 36-inch HDPEP	\$25,600.00	\$0.00
92	801.IX.7	8	EA	Remove & Replace Traffic Loops	\$3,500.00	\$28,000.00
93	801.X.4, 491,	90	SY	ADA Sidewalk replace, City Standard	\$85.00	\$7,650.00
94	801.IV.8	1500	CY	Excavatable Flowable Fill (Contingency)	\$308.00	\$462,000.00
95	801.XIV.4, ***	0	EA	Re- tap Water Main (Contingency)	\$44,566.00	\$0.00
96	801.III.2.3, III2	360	LF	Remove 12" CI WM (Contingency)	\$20.00	\$7,200.00
97	801.VIII, 441.I	50	SY	Seed and Mulch	\$10.00	\$500.00
98	***	0	LS	Locate Existing 36" HDPEP Chilled Water Mains for 16" Tie-In (Allowance)	\$0.00	\$0.00
99	***	0	LS	Pump truck allowance	\$2,000.00	\$0.00
100	***	0	LS	Dewater pre-treatment and Environmental Permitting Allowance	\$10,000.00	\$0.00
101	***	0	LS	Allowances (Permitting, Testing, etc.)	\$5,000.00	\$0.00
102	***	0	LS	Parking Meter allowance	\$7,500.00	\$0.00
103	***	0	LS	Law Enforcement allowance	\$30,000.00	\$0.00
104	***	1	LS	JEA SWA	\$220,000.00	\$220,000.00

SUBTOTAL

\$3,540,132.46

1 LS

GENERAL/SPECIAL CONDITIONS (MAX. 10% OF SUBTOTAL)

10%

\$354,013.25

TOTAL Bid Price (Subtotal plus General Conditions & Special Conditions, inclusive transfer total to Page 1 Appendix B- Bid Form)

\$3,894,145.71

*** JEA Water and Wastewater Standards or Technical Specifications Reference



Formal Bid and Award System

Award #3 May 21, 2021

Type of Award Request: RENEWAL
Request #: 6841
Requestor Name: Lawrence, Steven R.- Associate Program Manager
Requestor Phone: 904-665-7747
Project Title: Utility Tracker Portal Tool
Project Number: 10001
Project Location: JEA
Funds: O&M
Budget Estimate: \$392,450.00

Scope of Work:

The goal of the JEA Customer Energy and Water Management Portal project centers around providing JEA customers the ability to better manage their energy and water costs by utilizing an on-line portal (My Utility Tracker) that will assist them in understanding their usage patterns and provide them information to improve the energy efficiency of their home or business. The project is part of the JEA/Department of Energy (DOE) Smart Grid program and the tool and services are deliverables identified in the JEA/DOE Smart Grid Project Execution Plan (PEP).

JEA IFB/RFP/State/City/GSA#: N/A
Purchasing Agent: Woyak, Nathan J.
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Amount
ACLARA TECHNOLOGIES LLC	Jerry Rahon	jrahon@aclara.com	30400 Solon Rd, Solon OH 44139	\$260,984.34

Amount of Original Award: \$260,984.34
Date of Original Award: 06/25/2020
Renewal Amount: \$260,984.34
New Not to Exceed Amount: \$521,968.68
Length of Contract/PO Term: One (1) Year w/Two (2) - One (1) Yr. Renewals
Begin Date (mm/dd/yyyy): 07/01/2020
End Date (mm/dd/yyyy): 06/30/2022
Renewal Options: Yes- One (1) - One (1) Yr. Renewals
JSEB Requirement: No JSEB opportunities have been identified

Background/Recommendations:

JEA first competitively bid these services in 2012. On 03/01/2012, the Awards Committee awarded a contract to Aclara Technologies for an original three (3) year period from 10/01/2012 to 09/30/2015. On

06/25/2020, the Awards Committee awarded a new sole source contract to Aclara Technologies through 06/30/2021. A copy of the previous award documentation is attached as back-up.

This renewal request is for a one (1) year term from 07/01/2021 to 06/30/2022 and \$260,984.34 in additional funding. The purpose of this request is for Aclara Technologies to continue to manage the utility tracker online portal tool on jea.com until a new strategy is implemented.

The new Aclara Technologies contract will specify that the contract may be terminated with a sixty (60) day notice, and the \$260,984.34 will be paid on a quarterly basis in the amount of \$65,246.08. Typically, Aclara charges four percent (4%) annual increase on this product, however, JEA negotiated a two percent (2%) increase on the new contract and agreed to hold the pricing the same for future optional renewals. The draft amendment and pricing offer is attached as back-up.

The contract budget would be for the one-year amount of \$260,984.34, itemized as follows:

Line Item 1: Alerts/Email/SMS - \$2,448.00

Line Item 2: License Fee - \$112,880.34

Line Item 3: Hosting Fees - \$77,928.00

Line Item 4: Maintenance Fees -\$67,728.00

Request approval for a one (1) year renewal award to Aclara Technologies LLC for Utility Tracker Portal Tool in the amount of \$260,984.34, with a new not-to-exceed amount of \$521,968.68, subject to the availability of lawfully appropriated funds.

Manager: Pippin, Brian C. - Strategic Segment Manager

Director: Nichols, Vicki D. - Dir Customer Solutions & Market Development

VP: Dutton, Laura M. – Chief Strategy Officer

APPROVALS:

Chairman, Awards Committee

Date

Budget Representative

Date



Formal Bid and Award System

Award #8 June 25, 2020

Type of Award Request: SOLE SOURCE
Request #: 6841
Requestor Name: Lawrence, Steven R. - Associate Program Manager
Requestor Phone: 904-665-7747
Project Title: Utility Tracker Portal Tool
Project Number: 8002359
Project Location: JEA
Funds: O&M
Budget Estimate: \$255,867.00

Scope of Work:

The goal of the JEA Customer Energy and Water Management Portal project centers around providing JEA customers the ability to better manage their energy and water costs by utilizing an on-line portal (My Utility Tracker) that will assist them in understanding their usage patterns and provide them information to improve the energy efficiency of their home or business. The project is part of the JEA/Department of Energy (DOE) Smart Grid program and the tool and services are deliverables identified in the JEA/DOE Smart Grid Project Execution Plan (PEP).

JEA IFB/RFP/State/City/GSA#: N/A
Purchasing Agent: Woyak, Nathan J.
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Amount
ACLARA TECHNOLOGIES LLC	CHRISTINE JOHNSON	CJOHNSON@ACLARA.COM	30400 Solon Rd, Solon OH 44139	\$260,984.34

Amount for the entire term of the Contract: \$260,984.34
Award Amount for the remainder of this FY: \$65,246.08
Length of Contract/PO Term: One (1) Year w/Two (2) - One (1) Yr. Renewals
Begin Date (mm/dd/yyyy): 07/01/2020
End Date (mm/dd/yyyy): 06/30/2021
Renewal Options: Two (2) - One (1) Yr. Renewals
JSEB Requirement: N/A - Sole Source
Amount for the entire term of the Contract: \$260,984.34

Background/Recommendations:

JEA first competitively bid these services in 2012. On 03/01/2012, the Awards Committee awarded a contract to Aclara Technologies for an original three (3) year period from 10/01/2012 to 09/30/2015. A

copy of the original award documentation, all renewals, change orders, and contract extensions with the latest ending 06/30/2020, are attached as back-up. This request is for a new sole source contract to be awarded to Aclara Technologies. The JEA business unit has certified that these Services are 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.

Note: In 2016, JEA again competitively bid these services out under RFP 043-16 and awarded a new contract to Schneider Electric. However, that contract was terminated for default on June 28, 2018 during implementation before transition from Aclara had taken place. As a result, JEA has continued to extend the existing contract with Aclara, which never expired.


This sole source request is for a one (1) year term from 07/01/2020 to 06/30/2021 and \$260,984.34 in funding dollars to the budget. The purpose of this sole source request is for Aclara Technologies to continue to manage the utility tracker online portal tool on jea.com thus allowing additional time for JEA to make a decision on whether to proceed with a full residential demand pricing rollout. Although, JEA's demand pricing pilot is ending in June 2020, a decision on moving forward with a full rollout will likely be delayed until a new permanent JEA CEO is in place and acclimated along with the JEA Board. A decision to move forward with a mandatory demand rate could eliminate the need for the Utility Tracker product completely in favor of a more robust and comprehensive Customer Engagement platform that includes demand (kW) pricing support tools. Included in the request are two (2) one (1) year optional renewals to allow for flexibility with the decision making of the new JEA leadership.

The new Aclara Technologies contract will specify that the contract may be terminated with a sixty (60) day notice, and the \$260,984.34 will be paid on a quarterly basis in the amount of \$65,246.08. Typically, Aclara charges four percent (4%) annual increase on this product, however, they have agreed to a two percent (2%) increase only for the new contract but will not agree to hold the pricing the same for future optional renewals. The pricing offer is attached as back-up.

Request approval for a one (1) year sole source award to Aclara Technologies LLC for Utility Tracker Portal Tool in the not to exceed amount of \$260,984.34, , subject to the availability of lawfully appropriated funds.

Manager: Pippin, Brian C. - Strategic Segment Manager
Director: Nichols, Vicki D. - Dir Customer Solutions & Market Development
VP: Dugan, R. Bruce - Interim Chief Customer Officer

APPROVALS:

 06/25/2020

Chairman, Awards Committee **Date**

 06/25/2020

Budget Representative **Date**



Approved by the JEA Awards Committee
Date 6/28/18 Item# 60

Formal Bid and Award System

Award #6 June 28, 2018

Type of Award Request: CONTRACT EXTENSION
Request #: 1822
Requestor Name: Tilden, Payson J. - Manager Customer Solutions
Requestor Phone: (904) 665-6187
Project Title: Utility Tracker Portal Tool
Project Number: 8002359
Project Location: JEA
Funds: O&M
Award Estimate: N/A

Scope of Work:

The goal of the JEA Customer Energy and Water Management Portal project centers around providing JEA customers the ability to better manage their energy and water costs by utilizing an on-line portal (My Utility Tracker) that will assist them in understanding their usage patterns and provide them information to improve the energy efficiency of their home or business. The project is part of the JEA/Department of Energy (DOE) Smart Grid program and the tool and services described herein are deliverables identified in the JEA/DOE Smart Grid Project Execution Plan (PEP).

JEA IFB/RFP/State/City/GSA#: #122993
Purchasing Agent: Woyak, Nathan J
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
ACLARA TECHNOLOGIES LLC	Christine Johnson	cjohnson@aclara.com	30400 Solon Rd Solon OH 44139	(440) 528-7222	\$511,734.00

Amount of Original Award: \$726,000.00
Date of Original Award: 03/01/2012
Change Order Amount: \$511,734.00

List of Previous Change Order/Amendments:

CPA #	Amount	Date
122993	\$117,389.00	9/11/2014
122993	\$1,239.68	10/3/2014
122993	\$1,440.00	10/22/2015
122993	\$127,934.00	10/1/2015
122993	\$255,867.00	03/3/2016
122993	\$255,867.00	01/12/2017
122993	\$63,966.75	03/28/2018

New Not-To-Exceed Amount: \$2,061,437.63
Begin Date (mm/dd/yyyy): 10/01/2012
End Date (mm/dd/yyyy): 03/31/2020
Renewal Options: NO
JSEB Requirement: N/A-Optional

Background/Recommendations:

Competitively bid and approved by the Awards Committee on 03/01/2012 to Aclara Technologies for a three (3) year period from 10/01/2012 to 09/30/2015. A copy of the original award documentation, other change orders to date, and the latest contract extension ending 06/30/2018, is attached as back-up.

This change order request is to extend the contract for two (2) additional years from 07/01/2018 to 06/30/2020, and add funds in the amount of \$511,734.00. The purpose of this contract extension is for Aclara Technologies to continue to manage the utility tracker online portal tool due to the decision by JEA to terminate for default the contract with Schneider Electric for a new utility tracker product. The amendment to the Aclara Technologies contract will stipulate that the contract may be terminated with a sixty (60) day notice, and the \$511,734.00 will be paid on a quarterly basis in the amount of \$63,966.75.

Typically Aclara charges a four percent (4%) annual increase on this product, but has agreed to hold current pricing for two (2) additional years for a cost avoidance of eight percent (8%). A two (2) year extension is recommended to allow time for JEA to complete the demand rate pilot, research, and for a potential lengthy rebid and implementation process of a new product. The pricing offer is attached as back-up.

The budget for this award will be:

FY18- \$63,966.75 (7/1/18-9/30/18)
FY19- \$255,867.00 (10/1/18-9/30/19)
FY20- \$191,990.25 (10/1/19-6/30/20)

The FY19 budgeted O&M cost for Schneider was expected to be lower than Aclara therefore approximately \$30,000.00 will be transferred from the HE10001 Director fund to cover the change.

Request approval to award a two (2) year contract extension to Aclara Technologies LLC for continued services for the utility tracker in the amount of \$511,734.00, for a new not-to-exceed amount of \$2,061,437.63, subject to the availability of lawfully appropriated funds.

Manager: Tilden, Payson J. - Manager Customer Solutions
Director: Nichols, Vicki D. - Dir Customer Solutions & Market Development
VP: Stewart, Kerri - VP & Chief Customer Officer

APPROVALS:

 6/28/18

Chairman, Awards Committee

Date


Manager, Capital Budget Planning

6/28/18
Date

**AMENDMENT 5
TO CONTRACT# 122993
BETWEEN
JEA AND
ACLARA TECHNOLOGIES LLC**

THIS AMENDMENT NUMBER 5 ("Fourth Amendment") is made and entered into this 1st day of July 2018, (the "Effective Date"), by and between **JEA**, a body politic and corporate located at 21 W. Church St., Jacksonville, Florida, 32202, and **ACLARA TECHNOLOGIES LLC**, a corporation existing under the laws of the State of Ohio, with its principal office located at 77 Westport Plaza, Suite 500, St. Louis, MO 63146, (hereinafter called the "Company").

RECITALS:

WHEREAS, on March 1, 2012, the parties made and entered into an agreement (the "Original Agreement") under which Company agreed to provide software, hosting, maintenance and support services for the ACLARA for My Utility Tracker through October 1, 2015 ("Term") with the option of one (1), one (1) year renewal option pursuant to JEA Contract Number 122993, with a Maximum Indebtedness of **Six Hundred Eighty Thousand and 00/100 Dollars (\$680,000.00)**; and

WHEREAS, on or about March 12, 2013, JEA added the "Aclara Mobile Experience" to the implementation contract, and increased the Maximum Indebtedness by **Fifty Thousand and 00/100 Dollars (\$50,000.00)** to make the new Maximum Indebtedness total **Seven Hundred Twenty Six Thousand and 00/100 Dollars (\$730,000.00)**; and

WHEREAS, on or about September 11, 2014, JEA increased the Maximum Indebtedness in the amount of **One Hundred Seventeen Thousand Three Hundred Eighty Nine and 00/100 Dollars (\$117,389.00)**; and

WHEREAS, on or about October 3, 2014, JEA administratively increased the Maximum Indebtedness, as allowed by the JEA Procurement Code, in the amount of **One Thousand Two Hundred Thirty Nine and 68/100 Dollars (\$1,239.68)**; and

WHEREAS, on September 17, 2015, JEA increased the Maximum Indebtedness, as approved by the JEA Awards Committee, in the amount of **One Hundred Twenty Seven Thousand Nine Hundred Thirty Four and 00/100 Dollars (\$127,934.00)**, extended the Term of the Original Agreement by an additional six (6) months, making the new expiration

date March 31, 2016, and implemented monthly reporting of the Tracker Web Stats report; and

WHEREAS, on or about October 22, 2015, JEA administratively increased the Maximum Indebtedness, as allowed by the JEA Procurement Code, in the amount of **One Thousand Four Hundred Forty and 00/100 Dollars (\$1,440.00)**; and

WHEREAS, on April 22, 2016, JEA increased the Maximum Indebtedness, as allowed by the JEA Procurement Code, in the amount of **Two Hundred Fifty Five Thousand Eight Hundred Sixty Seven and 00/100 Dollars (\$255,867.00)** for a new not to exceed amount of **One Million Two Hundred Twenty Nine Thousand Eight Hundred Sixty Nine and 68/100 Dollars (\$1,229,869.68)**, and extended the Term of the Original Agreement by an additional one year making the new expiration date March 31, 2017; and

WHEREAS, on April 1, 2017, JEA increased the Maximum Indebtedness by **Two Hundred Fifty Five Thousand Eight Hundred Sixty Seven and 00/100 Dollars (\$255,867.00)**, and extended the Term of the Original Agreement by an additional one year making the new expiration date March 31, 2018; and

WHEREAS, ON April 1, 2018, JEA increased the Maximum Indebtedness by **Sixty Three Thousand Nine Hundred and Six Six and 75/100 Dollars (\$63,966.75)**, and extended the Term of the Original Agreement by an additional three months; and

WHEREAS, JEA now desires to extend the Term of the Original Agreement starting July 1, 2018, for an additional two year period, and increase the Maximum Indebtedness by **Five Hundred Eleven Thousand Seven Hundred and Thirty Four and 00/100 Dollars (\$511,734.00)**.

IN CONSIDERATION of the Original Agreement and for the mutual promises and covenants herein contained, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

AGREEMENT:

1. **Maximum Indebtedness.** The Original Agreement shall be amended such that Company's fees for the services shall be increased, by **Five Hundred Eleven Thousand Seven Hundred and Thirty Four and 00/100 Dollars (\$511,734.00)** which shall be invoiced on a quarterly basis in accordance with **Exhibit A**, attached hereto. The new Maximum Indebtedness shall now be **Two Million Sixty One Thousand Four Hundred Thirty Seven and 43/100 (\$2,061,437.43)**.

2. **Term.** The Term of the Original Agreement shall be extended for an additional two years starting July 1, 2018, making the new termination of date **June 30, 2020**, at and for the prices established in **Exhibit A**. JEA reserves the right to terminate this agreement upon 60 days written notice.

3. The above recitals are true and correct and, by reference, are incorporated herein and made part hereof.

SAVE AND EXCEPT as hereby specifically amended herein, the terms and conditions of the Original Agreement, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment the day and year first above written.

ATTEST:

ACLARA TECHNOLOGIES LLC

By: _____

By: _____

Name: _____

Name: Erik Christian

Title: _____

Title: SVP, Finance, Strategy & IT

Date: _____

Date: _____

ATTEST:

JEA

By: _____

By: _____

Name: _____

John McCarthy

Title: _____

Director, Supply Chain Management

Date: _____

Date: _____

EXHIBIT A
PRICING

Aclara accepts the offer to extend at the pricing shown below:

JEA is offering a 2 year extension of the current contract with ACLARA for My Utility Tracker. The period would be from July 1, 2018 to June 30, 2020. The contract budget would be for the 2 year amount of \$511,734.00, itemized as follows:

Line Item 1: Alerts/Email/SMS	\$ 4,800.00
Line Item 2: License Fee	\$ 221,334.00
Line Item 3: Hosting Fees	\$ 152,800.00
Line Item 4: Maintenance Fees	<u>\$ 132,800.00</u>
TOTAL	\$ 511,734.00

Thanks.

Joseph Polaski

Enterprise Sales Director

Transmitted to the JEA Awards Committee
Date 1/12/17 Item # 4



Formal Bid and Award System

Award #4 January 12, 2017

Type of Award Request: CONTRACT EXTENSION
Request #: 1822
Requestor Name: Tilden, Payson J. - Manager Customer Solutions
Requestor Phone: (904) 665-6187
Project Title: Utility Tracker Portal Tool
Project Number: 8002359
Project Location: JEA
Funds: O&M
Award Estimate: \$255,867.00
Scope of Work:

The goal of the JEA Customer Energy and Water Management Portal project centers around providing JEA customers the ability to better manage their energy and water costs by utilizing an on-line portal (My Utility Tracker) that will assist them in understanding their usage patterns and provide them information to improve the energy efficiency of their home or business. The project is part of the JEA/Department of Energy (DOE) Smart Grid program and the tool and services described herein are deliverables identified in the JEA/DOE Smart Grid Project Execution Plan (PEP).

JEA IFB/RFP/State/City/GSA#: #122993
Purchasing Agent: Woyak, Nathan J
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
ACLARA TECHNOLOGIES LLC	CHRISTINE JOHNSON	CJOHNSON@ACLARA.COM	30400 Solon Rd Solon OH 44139	(440) 528-7222	\$255,867.00

Amount of Original Award: \$726,000.00
Date of Original Award: 03/1/2012
Change Order Amount: \$255,867.00

List of Previous Change Order/Amendments:

CPA #	Amount	Date
122993	\$117,389.00	9/11/2014
122993	\$1,239.68	10/3/2014

122993	\$1,440.00	10/22/2015
122993	\$127,934.00	10/1/2015
122993	\$255,867.00	3/3/2016

New Not-To-Exceed Amount: \$1,485,736.68
Begin Date (mm/dd/yyyy): 10/01/2012
End Date (mm/dd/yyyy): 03/31/2018
Renewal Options: NO
JSEB Requirement: NA/Specialty Services

Background/Recommendations:

Competitively bid and approved by the Awards Committee on 03/01/2012 to Aclara Technologies for a three (3) year period from 10/01/2012 to 09/30/2015. A copy of the original award documentation, other change orders to date, and the latest contract extension ending 03/31/2017, is attached as back-up.

This change order request is to extend the contract for one (1) additional year from 03/31/2017 to 03/31/2018, and add funds in the amount of \$255,867.00. The purpose of this contract extension is for Aclara Technologies to continue to manage the utility tracker online portal tool while JEA's Technology Services (TS) implements the new portal with Schneider Electric (see Award #5 for reference), expected to take at least twelve (12) months. The amendment to the Aclara Technologies contract will stipulate that the contract may be terminated with a sixty (60) day notice, and the \$255,867.00 will be paid on a quarterly basis, should the new utility tracker be launched sooner than expected. The rates for the additional year are the same as what JEA is currently paying. The pricing is attached as back-up.

Request approval to award a one (1) year extension to Aclara Technologies LLC for continued services for the utility tracker in the amount of \$255,867.00, for a new not-to-exceed amount of \$1,485,736.68, subject to the availability of lawfully appropriated funds.

VP: Vento, Richard J. - Dir Customer Solutions & Market Development

APPROVALS:

 1/12/17

Chairman, Awards Committee

Date


Manager, Capital Budget Planning

1/12/17
Date



Award #6 Back-Up
Formal Bid and Award System

Approved by the JEA Awards Committee
Date 3/3/2016 Item # 4

Award #4 March 3, 2016

Type of Award Request: CONTRACT EXTENSION
Request #: 538
Requestor Name: Tilden, Payson J. - Manager Customer Solutions
Requestor Phone: (904) 665-6187
Project Title: My Utility Tracker
Project Number: 8002359 - HE10001
Project Location: JEA
Funds: O&M
Award Estimate: \$255,867.00

Description of Request:

The goal of the JEA Customer Energy and Water Management Portal project centers around providing JEA customers the ability to better manage their energy and water costs by utilizing an on-line portal that will assist them in understanding their usage patterns and provide them information to improve the efficiency of their home or business. The project is part of the JEA/Department of Energy (DOE) Smart Grid program and the tool and services described herein are deliverables identified in the JEA/DOE Smart Grid Project Execution Plan (PEP).

Requisition Number:
JEA IFB/RFP/State/City/GSA#: 114-11 (CPA 122993)
Purchasing Agent: Nathan Woyak
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
ACLARA TECHNOLOGIES LLC	CHRISTINE JOHNSON	CJOHNSON@ACLARA.COM	30400 SOLON RD, SOLON OH 44139	(440) 528-7222	\$255,867.00

Amount of Original Award: \$726,000.00
Date of Original Award: 03/01/2012
Change Order Amount: \$255,867.00

List of Previous Change Order/Amendments:

CPA #	Amount	Date
122993	\$117,389.00	9/11/2014
122993	\$1,239.68	10/3/2014
122993	\$1,440.00	10/22/2015
122993	\$127,934.00	10/1/2015

New Not-To-Exceed Amount: \$1,229,869.68
Begin Date (mm/dd/yyyy): 10/01/2012

End Date (mm/dd/yyyy):

03/31/2017

Award #6 Back-Up

Renewal Options:

NO

JSEB Requirement:

N/A

Comments on JSEB Requirements:

N/A – Specialty Services

Background/Recommendations:

Through its competitive procurement process, JEA previously awarded a contract to Aclara Technologies for a three year period from 10/01/2012 to 09/30/2015. This was to provide the licensing, operation, maintenance and reporting for My Utility Tracker, the JEA on-line bill analysis and assessment product for all customers. A copy of the original award is attached.

In September 2014, the business requested a change order for \$117,889.00 in additional funds was approved by the Awards Committee to continue their services, and add an additional module and maintenance fees. Additional change orders were subsequently approved by JEA procurement for \$1239.68 and \$1400.00 due to the business underestimating the cost of the variable expected alerts email/SMS fees.

In September 2015, JEA Awards Committee approved a six (6) month renewal from 9/30/15 to 3/31/2016, and \$127,934.00 in additional funds, and a feasibility process was begun to determine whether it was in JEA's best interest to re-bid the scope of work. An RFI process was conducted, and it was determined that a full RFP could be beneficial to the customer experience, as well as to JEA's internal use of the tool. That process has been started, but will not be completed by the end of the current six month renewal expiring on 3/31/2016.

TPC will review the feasibility results to complete the potential RFP process. JEA expects a TPC presentation in March 2016 and a decision on whether to move forward with an RFP in April. JEA anticipates the transition of a new contract to take twelve (12) months, after the date of award. Therefore, this request is for an extension from 3/31/2016 to 3/31/2017, and additional funding in the amount of \$255,867.00, for Aclara to continue to operate the product. This award covers the O&M portion of the contract with Aclara. The \$255,867.00 increase will cover the services for the license, operating and maintenance of the JEA on-line portal, My Utility Tracker.

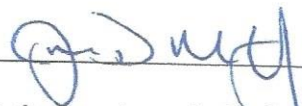
Request approval to award an extension to Aclara Technologies LLC, for providing a tool so customers have the ability to better manage their energy and water costs. This extension is in the amount of \$255,867.00 for a new not-to-exceed amount of \$1,229,869.68, subject to the availability of lawfully appropriated funds.

Manager:

Director: Vento, Richard J. - Dir Customer Solutions & Market Development

VP: Whiting, Monica A. - Chief Customer Officer

APPROVALS:

 3-3-16
Chairman, Awards Committee Date

 3/3/16
Manager, Capital Budget Planning Date



Award #6 Back-Up

Approved by the JEA Awards Committee

Date 9/17/15 Item # 5**Formal Bid and Award System**

Award #5

September 17, 2015

Award #:
Type of Award Request:
Request #:
Requestor Name:
Requestor Phone:
Project Title:
Project Number:
Project Location:
Funds:
Award Estimate:
Scope of Work:

Award Date:
RENEWAL
421
Tilden, Payson J. - Manager Customer Solutions
(904) 665-6187
My Utility Tracker
8002359
JEA
O&M
\$127,934.00

The goal of the JEA Customer Energy and Water Management Portal project centers around providing JEA customers the ability to better manage their energy and water costs by utilizing an on-line portal that will assist them in understanding their usage patterns and provide them information to improve the efficiency of their home or business. The project is part of the JEA/Department of Energy (DOE) Smart Grid program and the tool and services described herein are deliverables identified in the JEA/DOE Smart Grid Project Execution Plan (PEP)

Requisition Number:
JEA IFB/RFP/State/City/GSA#:
Purchasing Agent:
Is this a Ratification?:
If yes, explain:

114-11
Woyak, Nathan
NO

RECOMMENDED AWARDEE(S):119695

Name	Contact Name	Email	Address	Phone	Amount
ACLARA TECHNOLOGIES LLC	CHRISTINE JOHNSON	CJOHNSON@ACLARA.COM	30400 SOLON RD, SOLON OH 44139	(440) 528-7222	\$127,934.00

Amount of Original Award:
Date of Original Award:
Change Order Amount:

\$726,000.00
10/01/2012
\$127,934.00

List of Previous Change Order/Amendments:

CPA#	Amount	Date
#122993	\$117,489.00	8/28/2014

New Not-To-Exceed Amount:	\$971,423.00
Begin Date (mm/dd/yyyy):	10/01/2015
End Date (mm/dd/yyyy):	03/31/2016
Renewal Options:	NO
JSEB Requirement:	N/A
Comments on JSEB Requirements:	N/A – Specialty Services

Background/Recommendations:

Aclara Technologies LLC was awarded a three (3) year contract through JEA's competitive bid process on March 1, 2012 to provide JEA customers the ability to better manage their energy and water costs by utilizing an on-line portal to assist in understanding usage patterns.

In September 2014, the business requested a change order to the original JEA contract to continue their services and add additional module and maintenance fees, which increased the maximum indebtedness by \$117,489.00. Award document is attached for reference.

The current letter of agreement expires September 30, 2015. A committee has been reviewing the existing product to determine whether to extend the ACLARA agreement or conduct a formal bid process for a new vendor. An RFI process was conducted and five (5) vendors, including ACLARA, presented new products. JEA intends to bid out a formal RFP, and a six (6) month renewal is requested for ACLARA while this RFP process is completed.

Request approval to grant a renewal to Aclara Technologies LLC during the bidding process, in the amount of \$127,934.00 for a new not-to-exceed amount of \$971,423.00, subject to the availability of lawfully appropriated funds.

Manager:**Director:**


Vento, Richard J. - Dir Customer Solutions & Market Development

VP:

Whiting, Monica A. - Chief Customer Officer

APPROVALS:

 9-17-15
 Chairman, Awards Committee Date

 9/17/15
 Manager, Capital Budget Planning Date

From: Woyak, Nathan J.
To: Sundy, Rachelle M. - Procurement Vendor Specialist
Cc: Dickie, Samantha E.
Subject: RE: Breakdown of ACOARA funding
Date: Wednesday, September 16, 2015 1:49:42 PM

Rachelle or Sam, could you attached this email to award 5 in sharepoint. Thanks,

From: Tilden, Payson J. - Manager Customer Solutions
Sent: Wednesday, September 16, 2015 1:48 PM
To: Woyak, Nathan J.
Cc: Dickie, Samantha E.
Subject: Breakdown of ACOARA funding

Nathan,

Since the beginning of the ACLARA Agreement, JEA has paid ACLARA the same four line items each year beginning in FY2013

License Fees:	\$110,667	paid one time annually to cover license cost of Tracker software
Maintenance Fees	\$ 66,400	paid in quarterly installments to cover maintenance of Tracker software
ASP/Hosting Fees	\$ 76,400	paid in quarterly installments to cover ACLARA administration for operating Tracker software for JEA customers
Alerts Email/SMS Fees	\$ 2,400	paid in monthly amounts based on \$0.08 per email or alert sent out by ACLARA for JEA customers. This figure fluctuates, depending on JEA's requests for special email campaigns or
		requested.
		Or increased alerts messages

Total \$255,867 Amount established in Customer Solutions Program Portfolio
Budget Details for FY16

This amount was divided by 2 to cover the six months extension being requested for ACLARA while an RFP process for a Tracker product is being completed. ACLARA's current letter of agreement expires on September 30, 2015.

I will scan and send to you a letter from ACLARA from the FY2014 program showing these same line item figures which were also the same for FY15.

Payson

Payson Tilden

Payson Tilden
Program Manager, Customer Solutions
JEA, Tower 12
21 West Church



Formal Bid and Award System

Award #4 9/11/2014

Type of Award Request: CHANGE ORDER
Request #: 122
Requestor Name: Tilden, Payson J. - Manager Customer Solutions
Requestor Phone: (904) 665-6187
Project Title: My Utility Tracker
Project Number: 8002359
Project Location: JEA
Funds: O&M
Award Estimate: \$117,389.00

Description of Request:

Customer Solutions is requesting an increase of \$117,389.00 in the current agreement with Aclara Technologies for the license, operating and maintenance of the JEA on-line portal, My Utility Tracker, to be added to the current total of \$726,000.00 to continue their services through FY15 year to the end of their contract on 09/30/2015.

Requisition Number: TBD
JEA IFB/RFP/State/City/GSA#: 114-11 (CPA 122993)
Purchasing Agent: Woyak, Nathan
Is this a ratification?: NO
If yes, explain:

RECOMMENDED AWARDEE(S):

Name	Contract Name	Email	Address	Phone	Amount
Aclara Technologies LLC	Christine Johnson	Cjohnson@Aclara.Com	30400 Solon Rd, Solon OH 44139	(440) 528-7222	\$117,389.00

Amount of Original Award: \$726,000.00
Date of Original Award: 3/1/2012
Change Order Amount: \$117,389.00
List of Previous Change Orders: N/A
New Not-To-Exceed Amount: \$843,500.00
Contract Type: Term Contract

Length of Contract/PO Term: Three (3) Years w/ one (1) – 1-year renewal
Begin Date (mm/dd/yyyy): 10/01/2012
End Date (mm/dd/yyyy): 09/30/2015
Contract/PO Detail:
Renewal Options Remaining: Yes, one (1), 1-year renewal
JSEB Requirement: Optional with criterion
Comments on JSEB Requirements: No JSEBs were named

Background/Recommendations:

The Awards Committee approved an award on 3/1/2012 to Aclara Technologies for a three year period from 10/01/2012 to 09/30/2015 to provide the licensing, operation, maintenance and reporting for My Utility Tracker, the JEA on-line bill analysis and assessment product for all customers. The original award was competitively bid, with participation from three vendors. A copy of the prior award is attached.

This is a 3 year contract in the amount of \$726,000. The additional funding to fulfill the original contract term in the amount of \$117,389.00 is due to an additional module and maintenance fees that were not part of the original scope of work. During the next 12 months, a Program Feasibility and Functionality Review will be done to determine (within an appropriate time to process a new RFP if needed) whether it is cost efficient and beneficial to customers to continue with the current vendor, Aclara, or rebid this product.

114-11 – Request approval to award a Change Order to Aclara Technologies for My JEA Utility Tracker in the amount of \$117,389.00 for a total amount of \$843,500.00, subject to the availability of lawfully appropriated funds.

Manager:

Director:

Vento, Richard J. - Dir Customer Solutions & Market Development

VP:


Whiting, Monica A. - Chief Customer Officer

APPROVALS:


 Chairman, Awards Committee

9-11-14

Date


 Manager, Capital Budget Planning

9/11/14

Date

Manager, Capital Budget Planning



Formal Bid and Award System

Approved by the JEA Awards Committee
 Date 3-1-12 Item # 3

Award #3 3/1/12

Type of Award Request: Proposal

Requestor Name: Selders, Steven Gregory
 Requestor Phone: 904-665-6597
 Request #: 2017
 Project Title: O&M Funding Award for Aclara Customer Energy Portal
 (Official Name: My JEA Utility Tracker)
 Project Number: 10501
 Award Estimate: N/A
 Funds: O&M

Description of Request/Product Description:

The goal of the JEA Customer Energy and Water Management Portal project centers around providing JEA customers the ability to better manage their energy and water costs by utilizing an on-line portal that will assist them in understanding their usage patterns and provide them information to improve the efficiency of their home or business. The project is part of the JEA/DOE Smart Grid program and the tool and services described herein are deliverables identified in the JEA/DOE Smart Grid Project Execution Plan (PEP).

This tool will be utilized by JEA customers, JEA CCC representatives and JEA's DSM Implementation Contractors to assist our customers in their energy and water management decisions.

Requisition Number: TBD
 JEA IFB/RFP/State/City/GSA #: 114-11
 Purchasing Agent: Renee' McQuaig
 Is this a Ratification? NO

If yes, explain:

Recommended Awardee(s)

Name	Address	Phone	Fax	Amount
119695 Aclara Software, Inc.	16 Laurel Ave. Wellesley, MA 02481	(781) 694-3309	(781) 694-3200	\$726,000.00

Recommended Award Information

Amount for entire term of Contract/PO: \$726,000.00

Award Amount for initial year: \$242,000.00 (FY '13)
Length of Contract/PO Term: 3 years
Beginning Date: 10/1/2012
Ending Date: 9/30/2015
Renewal Options: YES
If Yes, please explain: Renewal option is included in the contract. This is a hosted software solution.
JSEB Requirement: JSEB participation was an evaluation criterion
Comments on JSEB Requirements: None of the proposals included JSEB participation

All Bidders

Name	Rank	Score	Disqualified	Reason
Aclara Software, Inc.	1	107.3	Γ	
Tendrill	2	98.9	Γ	
Opower	3	92.4	Γ	

Background/Recommendation

This award covers the O&M portion of the contract with Aclara. JEA advertised this solicitation on 8/8/11. Twelve (12) companies attended the pre-bid on 8/12/11. Three (3) companies submitted proposals. On 9/27/11 JEA held demonstration meetings for each of the companies that submitted proposals.

The proposals were then independently scored. The final scores and rankings were approved during JEA's public evaluation process on 10/14/11. On 12/15/11, the Awards Committee approved the capital portion of this contract for \$680,000.00.

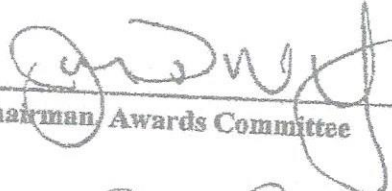
Current implementation of Aclara Energy Portal software is now underway. This is the O&M software-as-a-service (SaaS) piece that will be needed to pay for annual license, maintenance, and hosting fees for this software application begin once implementation is complete.


Aclara quoted O&M costs of \$210,000.00 / year. An additional amount of \$32,000 / year is included with this award amount as JEA has added additional features during implementation as well as to cover transactional costs for SMS and emails to JEA customers.

JEA RFP # 114-11 – Request approval to award a three-year contract to Aclara Software Inc., for JEA Customer Energy and Water Management Portal maintenance in the not to exceed amount of \$726,000.00, subject to the availability of lawfully appropriated funds.

	Approver
Manager:	
Director:	Fore, Lavonia L (Bea)
VP:	Kendrick, Wanyonyi Jaeger

APPROVALS:


Chairman Awards Committee 3-1-12
Date


Director, Financial Planning, Budgets and Rates 3/1/12
Date

Weir, Rachelle M. - Procurement Vendor Specialist

From: Tilden, Payson J. - Manager Customer Solutions
Sent: Monday, February 29, 2016 8:26 AM
To: Woyak, Nathan J.
Subject: Request for information for ACLARA

Nathan,

Since the beginning of the ACLARA Agreement, JEA has paid ACLARA the same four line items each 12 month period beginning in FY2013

License Fees:	\$110,667	paid one time annually to cover license cost of Tracker software
Maintenance Fees:	\$ 66,400	paid in quarterly installments to cover maintenance of Tracker software
ASP/Hosting Fees:	\$ 76,400	paid in quarterly installments to cover ACLARA administration for operating Tracker software for JEA customers
Alerts Email/SMS Fees:	\$ 2,400	paid in monthly amounts based on \$0.08 per email or alert sent out by ACLARA for JEA customers. This figure fluctuates, depending on JEA's requests for special email campaigns or increased alerts messages requested.
Total 12 month budget:	\$255,867	Amount established in Customer Solutions Program

Portfolio Budget Details for FY16

The current ACLARA contract ends March 31, 2016. In order to complete the RFP process as well as cover the expected transition period for implementation and integration of a new system or an enhanced ACLARA system, Customer Solutions is requesting a 12 month extension of the contract from April 1, 2016 to March 31, 2017, with an increase in contract funds of \$255,867.

Please let me know if you need anything else.

Payson

Payson Tilden

Payson Tilden
 Program Manager, Customer Solutions
 JEA, Tower 12
 21 West Church
 Jacksonville, FL 32202
 Tel: 904 665-6187
 Fax: 904 665-7386



Award #6 Back-Up

Approved by the JEA Awards Committee
Date 3/3/2016 Item # 4**Formal Bid and Award System**

Award #4 March 3, 2016

Type of Award Request: CONTRACT EXTENSION
Request #: 538
Requestor Name: Tilden, Payson J. - Manager Customer Solutions
Requestor Phone: (904) 665-6187
Project Title: My Utility Tracker
Project Number: 8002359 - HE10001
Project Location: JEA
Funds: O&M
Award Estimate: \$255,867.00

Description of Request:

The goal of the JEA Customer Energy and Water Management Portal project centers around providing JEA customers the ability to better manage their energy and water costs by utilizing an on-line portal that will assist them in understanding their usage patterns and provide them information to improve the efficiency of their home or business. The project is part of the JEA/Department of Energy (DOE) Smart Grid program and the tool and services described herein are deliverables identified in the JEA/DOE Smart Grid Project Execution Plan (PEP).

Requisition Number:**JEA IFB/RFP/State/City/GSA#:** 114-11 (CPA 122993)**Purchasing Agent:** Nathan Woyak**Is this a Ratification?:** NO**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
ACLARA TECHNOLOGIES LLC	CHRISTINE JOHNSON	CJOHNSON@ACLARA.COM	30400 SOLON RD, SOLON OH 44139	(440) 528-7222	\$255,867.00

Amount of Original Award: \$726,000.00**Date of Original Award:** 03/01/2012**Change Order Amount:** \$255,867.00**List of Previous Change Order/Amendments:**

CPA #	Amount	Date
122993	\$117,389.00	9/11/2014
122993	\$1,239.68	10/3/2014
122993	\$1,440.00	10/22/2015
122993	\$127,934.00	10/1/2015

New Not-To-Exceed Amount: \$1,229,869.68**Begin Date (mm/dd/yyyy):** 10/01/2012

End Date (mm/dd/yyyy): 03/31/2017
Renewal Options: NO
JSEB Requirement: N/A
Comments on JSEB Requirements: N/A – Specialty Services

Background/Recommendations:

Through its competitive procurement process, JEA previously awarded a contract to Aclara Technologies for a three year period from 10/01/2012 to 09/30/2015. This was to provide the licensing, operation, maintenance and reporting for My Utility Tracker, the JEA on-line bill analysis and assessment product for all customers. A copy of the original award is attached.

In September 2014, the business requested a change order for \$117,889.00 in additional funds was approved by the Awards Committee to continue their services, and add an additional module and maintenance fees. Additional change orders were subsequently approved by JEA procurement for \$1239.68 and \$1400.00 due to the business underestimating the cost of the variable expected alerts email/SMS fees.

In September 2015, JEA Awards Committee approved a six (6) month renewal from 9/30/15 to 3/31/2016, and \$127,934.00 in additional funds, and a feasibility process was begun to determine whether it was in JEA's best interest to re-bid the scope of work. An RFI process was conducted, and it was determined that a full RFP could be beneficial to the customer experience, as well as to JEA's internal use of the tool. That process has been started, but will not be completed by the end of the current six month renewal expiring on 3/31/2016.

TPC will review the feasibility results to complete the potential RFP process. JEA expects a TPC presentation in March 2016 and a decision on whether to move forward with an RFP in April. JEA anticipates the transition of a new contract to take twelve (12) months, after the date of award. Therefore, this request is for an extension from 3/31/2016 to 3/31/2017, and additional funding in the amount of \$255,867.00, for Aclara to continue to operate the product. This award covers the O&M portion of the contract with Aclara. The \$255,867.00 increase will cover the services for the license, operating and maintenance of the JEA on-line portal, My Utility Tracker.

Request approval to award an extension to Aclara Technologies LLC, for providing a tool so customers have the ability to better manage their energy and water costs. This extension is in the amount of \$255,867.00 for a new not-to-exceed amount of \$1,229,869.68, subject to the availability of lawfully appropriated funds.

Manager:

Director: Vento, Richard J. - Dir Customer Solutions & Market Development
VP: Whiting, Monica A. - Chief Customer Officer

APPROVALS:

 3-3-16
 Chairman, Awards Committee Date
 3/3/16
 Manager, Capital Budget Planning Date



Award #6 Back-Up

Approved by the JEA Awards Committee

Date 9/17/15 Item # 5**Formal Bid and Award System**

Award #5

September 17, 2015

Award #:
Type of Award Request:
Request #:
Requestor Name:
Requestor Phone:
Project Title:
Project Number:
Project Location:
Funds:
Award Estimate:
Scope of Work:

Award Date:
RENEWAL
421
Tilden, Payson J. - Manager Customer Solutions
(904) 665-6187
My Utility Tracker
8002359
JEA
O&M
\$127,934.00

The goal of the JEA Customer Energy and Water Management Portal project centers around providing JEA customers the ability to better manage their energy and water costs by utilizing an on-line portal that will assist them in understanding their usage patterns and provide them information to improve the efficiency of their home or business. The project is part of the JEA/Department of Energy (DOE) Smart Grid program and the tool and services described herein are deliverables identified in the JEA/DOE Smart Grid Project Execution Plan (PEP)

Requisition Number:
JEA IFB/RFP/State/City/GSA#:
Purchasing Agent:
Is this a Ratification?:
If yes, explain:

114-11

Woyak, Nathan

NO

RECOMMENDED AWARDEE(S):*119695*

Name	Contact Name	Email	Address	Phone	Amount
ACLARA TECHNOLOGIES LLC	CHRISTINE JOHNSON	CJOHNSON@ACLARA.COM	30400 SOLON RD, SOLON OH 44139	(440) 528-7222	\$127,934.00

Amount of Original Award:
Date of Original Award:
Change Order Amount:

\$726,000.00

10/01/2012

\$127,934.00

List of Previous Change Order/Amendments:

CPA#	Amount	Date
#122993	\$117,489.00	8/28/2014

New Not-To-Exceed Amount:	\$971,423.00
Begin Date (mm/dd/yyyy):	10/01/2015
End Date (mm/dd/yyyy):	03/31/2016
Renewal Options:	NO
JSEB Requirement:	N/A
Comments on JSEB Requirements:	N/A – Specialty Services

Background/Recommendations:

Aclara Technologies LLC was awarded a three (3) year contract through JEA's competitive bid process on March 1, 2012 to provide JEA customers the ability to better manage their energy and water costs by utilizing an on-line portal to assist in understanding usage patterns.

In September 2014, the business requested a change order to the original JEA contract to continue their services and add additional module and maintenance fees, which increased the maximum indebtedness by \$117,489.00. Award document is attached for reference.

The current letter of agreement expires September 30, 2015. A committee has been reviewing the existing product to determine whether to extend the ACLARA agreement or conduct a formal bid process for a new vendor. An RFI process was conducted and five (5) vendors, including ACLARA, presented new products. JEA intends to bid out a formal RFP, and a six (6) month renewal is requested for ACLARA while this RFP process is completed.

Request approval to grant a renewal to Aclara Technologies LLC during the bidding process, in the amount of \$127,934.00 for a new not-to-exceed amount of \$971,423.00, subject to the availability of lawfully appropriated funds.

Manager:**Director:**

Vento, Richard J. - Dir Customer Solutions & Market Development

VP:


Whiting, Monica A. - Chief Customer Officer

APPROVALS:

 Chairman, Awards Committee

9-17-15

Date


 Manager, Capital Budget Planning

9/17/15

Date

From: Woyak, Nathan J.
To: Sundy, Rachelle M. - Procurement Vendor Specialist
Cc: Dickie, Samantha E.
Subject: RE: Breakdown of ACOARA funding
Date: Wednesday, September 16, 2015 1:49:42 PM

Rachelle or Sam, could you attached this email to award 5 in sharepoint. Thanks,

From: Tilden, Payson J. - Manager Customer Solutions
Sent: Wednesday, September 16, 2015 1:48 PM
To: Woyak, Nathan J.
Cc: Dickie, Samantha E.
Subject: Breakdown of ACOARA funding

Nathan,

Since the beginning of the ACLARA Agreement, JEA has paid ACLARA the same four line items each year beginning in FY2013

License Fees:	\$110,667	paid one time annually to cover license cost of Tracker software
Maintenance Fees	\$ 66,400	paid in quarterly installments to cover maintenance of Tracker software
ASP/Hosting Fees	\$ 76,400	paid in quarterly installments to cover ACLARA administration for operating Tracker software for JEA customers
Alerts Email/SMS Fees	\$ 2,400	paid in monthly amounts based on \$0.08 per email or alert sent out by ACLARA for JEA customers. This figure fluctuates, depending on JEA's requests for special email campaigns or

requested.

Or increased alerts messages

Total \$255,867 Amount established in Customer Solutions Program Portfolio Budget Details for FY16

This amount was divided by 2 to cover the six months extension being requested for ACLARA while an RFP process for a Tracker product is being completed. ACLARA's current letter of agreement expires on September 30, 2015.

I will scan and send to you a letter from ACLARA from the FY2014 program showing these same line item figures which were also the same for FY15.

Payson

Payson Tilden

Payson Tilden
Program Manager, Customer Solutions
JEA, Tower 12
21 West Church

Approved by the Awards Committee
 Date 9-11-2014 4



Formal Bid and Award System

Award #4 9/11/2014

Type of Award Request: CHANGE ORDER
 Request #: 122
 Requestor Name: Tilden, Payson J. - Manager Customer Solutions
 Requestor Phone: (904) 665-6187
 Project Title: My Utility Tracker
 Project Number: 8002359
 Project Location: JEA
 Funds: O&M
 Award Estimate: \$117,389.00

Description of Request:

Customer Solutions is requesting an increase of \$117,389.00 in the current agreement with Aclara Technologies for the license, operating and maintenance of the JEA on-line portal, My Utility Tracker, to be added to the current total of \$726,000.00 to continue their services through FY15 year to the end of their contract on 09/30/2015.

Requisition Number: TBD
 JEA IFB/RFP/State/City/GSA#: 114-11 (CPA 122993)
 Purchasing Agent: Woyak, Nathan
 Is this a ratification?: NO
 If yes, explain:

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
Aclara Technologies LLC	Christine Johnson	Cjohnson@Aclara.Com	30400 Solon Rd, Solon OH 44139	(440) 528-7222	\$117,389.00

Amount of Original Award: \$726,000.00
 Date of Original Award: 3/1/2012
 Change Order Amount: \$117,389.00
 List of Previous Change Orders: N/A
 New Not-To-Exceed Amount: \$843,500.00
 Contract Type: Term Contract

Length of Contract/PO Term: Three (3) Years w/ one (1) – 1-year renewal
Begin Date (mm/dd/yyyy): 10/01/2012
End Date (mm/dd/yyyy): 09/30/2015
Contract/PO Detail:
Renewal Options Remaining: Yes, one (1), 1-year renewal
JSEB Requirement: Optional with criterion
Comments on JSEB Requirements: No JSEBs were named

Background/Recommendations:

The Awards Committee approved an award on 3/1/2012 to Aclara Technologies for a three year period from 10/01/2012 to 09/30/2015 to provide the licensing, operation, maintenance and reporting for My Utility Tracker, the JEA on-line bill analysis and assessment product for all customers. The original award was competitively bid, with participation from three vendors. A copy of the prior award is attached.

This is a 3 year contract in the amount of \$726,000. The additional funding to fulfill the original contract term in the amount of \$117,389.00 is due to an additional module and maintenance fees that were not part of the original scope of work. During the next 12 months, a Program Feasibility and Functionality Review will be done to determine (within an appropriate time to process a new RFP if needed) whether it is cost efficient and beneficial to customers to continue with the current vendor, Aclara, or rebid this product.

114-11 – Request approval to award a Change Order to Aclara Technologies for My JEA Utility Tracker in the amount of \$117,389.00 for a total amount of \$843,500.00, subject to the availability of lawfully appropriated funds.

Manager:

Director: Vento, Richard J. - Dir Customer Solutions & Market Development

VP: Whiting, Monica A. - Chief Customer Officer

APPROVALS:


 Chairman, Awards Committee

9-11-14

Date


 Manager, Capital Budget Planning

9/11/14

Date



Formal Bid and Award System

 Approved by the JEA Awards Committee
 Date 3-1-12 Item # 3

Award #3 3/1/12

Type of Award Request: Proposal

Requestor Name: Selders, Steven Gregory
 Requestor Phone: 904-665-6597
 Request #: 2017
 Project Title: O&M Funding Award for Aclara Customer Energy Portal
 (Official Name: My JEA Utility Tracker)
 Project Number: 10501
 Award Estimate: N/A
 Funds: O&M

Description of Request/Product Description:

The goal of the JEA Customer Energy and Water Management Portal project centers around providing JEA customers the ability to better manage their energy and water costs by utilizing an on-line portal that will assist them in understanding their usage patterns and provide them information to improve the efficiency of their home or business. The project is part of the JEA/DOE Smart Grid program and the tool and services described herein are deliverables identified in the JEA/DOE Smart Grid Project Execution Plan (PEP).

This tool will be utilized by JEA customers, JEA CCC representatives and JEA's DSM Implementation Contractors to assist our customers in their energy and water management decisions.

Requisition Number: TBD
 JEA IFB/RFP/State/City/GSA #: 114-11
 Purchasing Agent: Renee' McQuaig
 Is this a Ratification? NO

If yes, explain:

Recommended Awardee(s)

Name	Address	Phone	Fax	Amount
119695 Aclara Software, Inc.	16 Laurel Ave. Wellesley, MA 02481	(781) 694-3309	(781) 694-3200	\$726,000.00

Recommended Award Information

Amount for entire term of Contract/PO: \$726,000.00

Award Amount for initial year: \$242,000.00 (FY '13)
Length of Contract/PO Term: 3 years
Beginning Date: 10/1/2012
Ending Date: 9/30/2015
Renewal Options: YES
If Yes, please explain: Renewal option is included in the contract. This is a hosted software solution.
JSEB Requirement: JSEB participation was an evaluation criterion
Comments on JSEB Requirements: None of the proposals included JSEB participation

All Bidders

Name	Rank	Score	Disqualified	Reason
Aclara Software, Inc.	1	107.3	Γ	
Tendrill	2	98.9	Γ	
Opower	3	92.4	Γ	

Background/Recommendation

This award covers the O&M portion of the contract with Aclara. JEA advertised this solicitation on 8/8/11. Twelve (12) companies attended the pre-bid on 8/12/11. Three (3) companies submitted proposals. On 9/27/11 JEA held demonstration meetings for each of the companies that submitted proposals.

The proposals were then independently scored. The final scores and rankings were approved during JEA's public evaluation process on 10/14/11. On 12/15/11, the Awards Committee approved the capital portion of this contract for \$680,000.00.

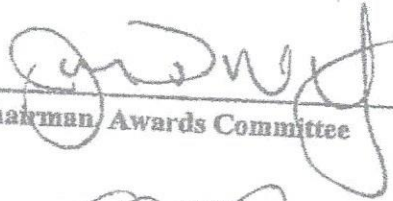
Current implementation of Aclara Energy Portal software is now underway. This is the O&M software-as-a-service (SaaS) piece that will be needed to pay for annual license, maintenance, and hosting fees for this software application begin once implementation is complete.


Aclara quoted O&M costs of \$210,000.00 / year. An additional amount of \$32,000 / year is included with this award amount as JEA has added additional features during implementation as well as to cover transactional costs for SMS and emails to JEA customers.

JEA RFP # 114-11 – Request approval to award a three-year contract to Aclara Software Inc., for JEA Customer Energy and Water Management Portal maintenance in the not to exceed amount of \$726,000.00, subject to the availability of lawfully appropriated funds.

	Approver
Manager:	
Director:	Fore, Lavonia L (Bea)
VP:	Kendrick, Wanyonyi Jaeger

APPROVALS:


Chairman Awards Committee 3-1-12
Date


Director, Financial Planning, Budgets and Rates 3/1/12
Date

Weir, Rachelle M. - Procurement Vendor Specialist

From: Tilden, Payson J. - Manager Customer Solutions
Sent: Monday, February 29, 2016 8:26 AM
To: Woyak, Nathan J.
Subject: Request for information for ACLARA

Nathan,

Since the beginning of the ACLARA Agreement, JEA has paid ACLARA the same four line items each 12 month period beginning in FY2013

License Fees:	\$110,667	paid one time annually to cover license cost of Tracker software
Maintenance Fees:	\$ 66,400	paid in quarterly installments to cover maintenance of Tracker software
ASP/Hosting Fees:	\$ 76,400	paid in quarterly installments to cover ACLARA administration for operating Tracker software for JEA customers
Alerts Email/SMS Fees:	\$ 2,400	paid in monthly amounts based on \$0.08 per email or alert sent out by ACLARA for JEA customers. This figure fluctuates, depending on JEA's requests for special email campaigns or increased alerts messages requested.
Total 12 month budget:	\$255,867	Amount established in Customer Solutions Program

Portfolio Budget Details for FY16

The current ACLARA contract ends March 31, 2016. In order to complete the RFP process as well as cover the expected transition period for implementation and integration of a new system or an enhanced ACLARA system, Customer Solutions is requesting a 12 month extension of the contract from April 1, 2016 to March 31, 2017, with an increase in contract funds of \$255,867.

Please let me know if you need anything else.

Payson

Payson Tilden

Payson Tilden
 Program Manager, Customer Solutions
 JEA, Tower 12
 21 West Church
 Jacksonville, FL 32202
 Tel: 904 665-6187
 Fax: 904 665-7386

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**AMENDMENT 7
TO CONTRACT #122993
BETWEEN
JEA and
ACLARA TECHNOLOGIES, LLC**

THIS AMENDMENT NUMBER 7 ("Seventh Amendment") is made and entered into this 1st day of July 2021, (the "Effective Date"), by and between JEA, a body politic and corporate located at 21 W. Church St, Jacksonville, Florida, 32202, and ACLARA TECHNOLOGIES LLC, a corporation existing under the laws of the State of Ohio, with its principal office located at 77 Westport Plaza, Suite 500, St Louis, MO 63146, (hereinafter called the "Company").

RECITALS:

WHEREAS, on March 1, 2012, the parties made and entered into an agreement (the "Original Agreement") under which Company agreed to provide software, hosting, maintenance and support services for the ACLARA for My Utility Tracker through October 1, 2015 ("Term.") with the option of one (1), one (1) year renewal option pursuant to JEA Contract Number 122993, with a Maximum Indebtedness of **Six Hundred Eighty Thousand and 00/100 Dollars (\$680,000.00)**; and

WHEREAS, on or about March 12, 2013, IBA added the "Aclara Mobile Experience" to the implementation contract, and increased the Maximum Indebtedness by **Fifty Thousand and 00/100 Dollars (\$55,000.00)** to make the new Maximum Indebtedness total **Seven Hundred Twenty-Six Thousand and 00/100 Dollars (\$726,000.00)**; and

WHEREAS, on or about September 11, 2014, JEA increased the Maximum Indebtedness in the amount of **One Hundred Seventeen Thousand Three Hundred Eighty-Nine and 00/100 Dollars (\$117,389.00,389.00)**; and

WHEREAS, on or about October 3, 2014, JEA administratively increased the Maximum Indebtedness, as allowed by the JEA. Procurement Code, in the amount of **One Thousand Two Hundred Thirty-Nine and 68/100 Dollars (\$1,239.68)**; and

WHEREAS, on September 17, 2015, JEA increased the Maximum Indebtedness, as approved by the JEA Awards Committee, in the amount of **One Hundred Twenty Seven Thousand Nine Hundred Thirty Four and 00/100 Dollars (\$127,934.00)**, extended the Term of the Original Agreement by an additional six (6) months, making the new expiration date March 31, 2016 and implemented monthly reporting of the Tracker Web Stats report and WHEREAS, on or about October 22, 2015, JEA administratively increased the Maximum Indebtedness, as allowed by the JEA Procurement Code, in the amount of **One Thousand Four Hundred Forty and 00/100 Dollars (\$1,440.00)**; and

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WHEREAS, on April 22, 2016, JEA increased the Maximum Indebtedness, as allowed by the JEA Procurement Code, in the amount of **Two Hundred Fifty-Five Thousand Eight Hundred Sixty-Seven and 00/100 Dollars (\$255,867.00)** for a new not to exceed amount of **One Million Two Hundred Twenty Nine Thousand Eight Hundred Sixty-Nine and 68/100 Dollars (\$1,229,869.68)**, and extended the Term of the Original Agreement by an additional one year, making the new expiration date March 31, 2017; and

WHEREAS, on April 1, 2017, JEA increased the Maximum Indebtedness by **Two Hundred Fifty-Five Thousand Eight Hundred, Sixty-Seven and 00/100 Dollars (\$255,867.00)**, and extended the Term of the Original Agreement by an additional one year making the new expiration date March 31, 2018; and

WHEREAS, on April 1, 2018, JEA increased the Maximum Indebtedness by **Sixty-Three Thousand Nine Hundred, Sixty-Six and 75/100 Dollars (\$63,966.75)**, and extended the Term of the Original Agreement by an additional three months; and

WHEREAS, starting July 1, 2018, JEA increased the Original Agreement for an additional two-year period, and increased the Maximum Indebtedness by **Five Hundred, Eleven Thousand Seven Hundred Thirty-Four and 00/100 Dollars (\$511,734.00)** with a Maximum Indebtedness of **Two Million Sixty-Five Thousand Four Hundred Thirty-Seven and 43/100 (\$2,065,437.43)**.

WHEREAS, starting July 1, 2020, the Original Agreement was amended such that Company's fees for the services increased, by **Two Hundred Sixty Thousand, Nine Hundred Eight Four and 34/100 Dollars (\$260,984.34)** which shall be invoiced on a quarterly basis in accordance with Exhibit A, attached hereto. The new Maximum Indebtedness shall now be **Two Million Three Hundred Twenty-six Thousand Four Hundred Twenty-One and 77/100 Dollars (\$2,326,421.77)**.

IN CONSIDERATION of the Original Agreement and for the mutual promises and covenants herein contained, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

AGREEMENT:

1. **Maximum Indebtedness.** The Original Agreement shall be amended such that Company's fees for the services shall be increased, by **Two Hundred Sixty Thousand, Nine Hundred Eight Four and 34/100 Dollars (\$260,984.34)** which shall be invoiced on a quarterly basis in accordance with Exhibit A, attached hereto. The new Maximum Indebtedness shall now be **Two Million Five Hundred Eighty-Seven Thousand, Four Hundred Six and 11/100 Dollars (\$2,587,406.11)**.

2. **Term.** The Term of the Original Agreement shall be extended for an additional one year starting **July 1, 2021** making the new termination of date **June 30, 2022**, at and for the prices established in Exhibit A. JEA reserves the right to terminate this agreement upon 60 days written notice.

3. The above recitals are true and correct and, by reference, are incorporated herein and made part hereof.

SAVE AND EXCEPT as hereby specifically amended herein, the terms and conditions of

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the Original Agreement, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment the day and year first above written.

ATTEST:

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

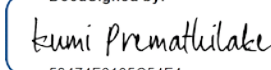
By: Maurice Scarboro

Name: Maurice Scarboro

Title: Contracts Associate

Date: 4/13/2021

ACLARA TECHNOLOGIES LLC

By: 
DocuSigned by:
53474F6105C54F4

Name: Kumi Premathilake

Title: DVP AM & Services

Date: 4/2/2021

JEA

By: 

Name: Jenny McCollum

Title: Director of Procurement & Chief Procurement Officer

Date: 04/13/2021

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APPENDIX A**Pricing**

Aclara is offering a one-year extension of the current contract with JEA for My Utility Tracker. The initial period would be from July 1, 2021 to June 30, 2022. The contract budget would be for the one-year amount of \$260,984.34, itemized as follows:

Line Item 1: Alerts/Email/SMS	\$ 2,448.00
Line Item 2: License Fee	\$ 112,880.34
Line Item 3: Hosting Fees	\$ 77,928.00
<u>Line Item 4: Maintenance Fees</u>	<u>\$ 67,728.00</u>
	\$ 260,984.34

Thank you.

Jerry Rahon

Sr. Director, Software Solutions Sales



Formal Bid and Award System

Award #4 05/21/2021

Type of Award Request: SINGLE SOURCE
Request #: 168
Requestor Name: Chmist, Sebastian M.
Requestor Phone: (904) 665-7016
Project Title: Spun Concrete Transmission Poles Circuit 853
Project Number: 8006893
Project Location: JEA
Funds: Capital
Award Estimate: \$340,988.00 (contains 5% contingency)

Scope of Work:

Purchase of new transmission structures to rebuild a 1.4 mile section of existing circuit 853 that is currently under designed and under constant maintenance due to wood pecker damage. Existing wood poles will be replaced with new long lasting and minimum maintenance required spun concrete transmission poles.

Contract will be completed when poles are delivered and accepted by JEA in November and December of 2021.

JEA IFB/RFP/State/City/GSA#: N/A
Purchasing Agent: Lovgren, Rodney Dennis
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
VALMONT NEWMARK- HAZLETON OPERATION	Tony Gabel	tgabel@valmont.com	4131 Highway 17 South Bartow FL 33830	(863) 533- 6465	\$345,555.00

Amount for entire term of Contract/PO: \$345,555.00
Award Amount for remainder of this FY: \$0.00
Length of Contract/PO Term: Project Completion
Begin Date (mm/dd/yyyy): 05/29/2021
End Date (mm/dd/yyyy): Project Completion (Expected – 12/2021)
JSEB Requirement: N/A – Standard

BIDDER:

Name	Amount
VALMONT NEWMARK-HAZLETON OPERATION	\$345,555.00

Background/Recommendations:

In the past, JEA bid concrete poles between two (2) companies, Accord Industries and Valmont-Newmark. These were the only companies that could meet the technical requirements for these poles regarding ground line moment capacity, size, diameter and taper requirements.

As of 2011, Accord Industries discontinued their spun concrete transmission pole services, making Valmont-Newmark the only company that can meet JEA's requirements. JEA elected to standardize on this company's poles making the supplier a single source per the JEA procurement code section 3-112 Single Source. The approved standards documentation and single source form are attached as backup.

Concrete poles represent a more economical alternative than an equivalent-sized steel poles, however require additional space considerations. The installation and construction of the poles will be bid out under a separate solicitation.

Prices are fixed through delivery, with payment on delivery.

JEA last awarded concrete poles in October of 2019. When considering pole size, moment capacity requirements, purchase volume and specific designs of this project, JEA estimates a 6.5% increase in price, which is deemed reasonable considering current market conditions.

Request approval to award a contract to Valmont-Newmark to supply spun concrete poles for the circuit 853 rebuild project in the amount of \$345,555.00, subject to the availability of lawfully appropriated funds.

Manager: Hamilton, Darrell – Mgr Transmission and Substation Projects
Director: Limbaugh, Margaret – Director Energy Project Management
Sr. Director: Acs, Gabor - Director Electric T&D Projects
VP: Erixton, Ricky - VP Electric Systems

APPROVALS:

Chairman, Awards Committee**Date**

Budget Representative**Date**

Contract Terms & Conditions

For

JEA and Valmont for the Purchase of Engineered Equipment

Dated 8/16/2019

1.0 The follow terms and conditions are mutually agreed to by JEA (Customer) and Valmont Newmark (Company) for the supply of engineering concrete poles

1.1 DEFINITIONS

1.1.1 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."

1.1.2 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 in accordance with the Technical Specifications for the Work. 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. Except as otherwise expressly provided in the Contract Documents, acceptance does not in anyway limit JEA's rights under the Contract or applicable laws, rules and regulations.

1.1.3 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.

1.1.4 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.

1.1.5 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.

1.1.6 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.

1.1.7 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.

1.1.8 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.

1.1.9 Definition: Bidder or Proposer [JEA-C230]

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

1.1.10 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, accepted by the Company in writing, 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.

1.1.11 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.

1.1.12 Definition: Company Representative [JEA-C233]

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

1.1.13 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.

1.1.14 Definition: Contract [JEA-C235] ***

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

1.1.15 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.

1.1.16 Definition: Contract Documents [JEA-C237]

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

1.1.17 Definition: Contract Price [JEA-C238]

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

1.1.18 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.

1.1.19 Definition: Defect [JEA-C242]

Work that fails to meet the requirements for the Work as set forth in the Technical Specifications.

1.1.20 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.

1.1.21 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

1.1.22 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.

1.1.23 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.

1.1.24 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.

1.1.25 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.

1.1.26 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.

1.1.27 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.

1.1.28 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.

1.1.29 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.

1.1.30 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.

1.1.31 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.

1.1.32 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. [Comment: Should the references to "Purchase Orders" be changed to "Change Orders"?]

1.1.33 Definition: Quality Assurance [JEA-C265]

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

1.1.34 Definition: Quality Control [JEA-C266]

Actions that the Company takes to ensure it successfully completes the Work in full accordance with the requirements of the Technical Specifications.

1.1.35 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.

1.1.36 Definition: Subcontractor [JEA-C271]

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

1.1.37 [Intentionally Omitted]

1.1.38 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.

1.1.39 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.

1.1.40 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.

1.1.41 Definition: Work [JEA-C276]

Work includes all Services (defined as any technical, field and/or other services the Company is to perform as specifically described in the Contract Documents), Poles (defined as spun concrete utility poles and related attachments and hardware, all as specifically listed in the Contract Documents), and responsibilities to be furnished or performed by the Company under the Contract.

1.1.42 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).

1.2 SECTION TITLE: ACCEPTANCE [JEA-512]

1.2.1 Acceptance of Work - 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 Poles delivered by Company that are not in accordance with the requirements of the Technical Specifications, and shall not be deemed to have accepted any Poles until JEA has had reasonable time to inspect them following delivery. Any Poles delivered by Company to the destination point specified in the Contract Documents will be deemed Accepted on the thirtieth (30th) day following delivery unless JEA provides written notice of rejection of the Poles to Company prior to the expiration of such thirty (30) day period. ~~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 of the Work, or any portion thereof, ~~even if nonconditional~~, shall not be deemed a waiver, or settlement or acceptance of any Defect in the Work.

Specifically, the following shall be required prior to Acceptance:

- Poles shall be delivered to the job site(s) as coordinated by the Contractor representing JEA
- Poles shall be inspected and approved by the JEA Project Engineer to ensure that they conform with the manufacturer's shop drawings

1.2.2 [Intentionally Omitted]

1.3 SECTION TITLE: PRICE & PAYMENTS [JEA-513]

1.3.1 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 known deficiencies in the Work, is complete. By submitting the certificate, the Company certifies the following:

- that the Work has been completed in accordance with the Contract Documents;
- 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 known 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.

1.3.2 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.

1.3.3 Payment and Performance Bond [JEA-C284]
Not Used.

1.3.4 Payment Method – UPON DELIVERY

For each Pole on the Purchase Order the company shall submit to JEA an Invoice for one hundred percent (100%) of the Purchase Order Price corresponding to each delivery. All payments shall be reviewed and approved by JEA's Engineer. The Milestone payment schedule associated with each Purchase Order Work or Services is provided below:

Milestone #	Description	Percent
1	Upon Delivery on a per item basis	100%

*Company may submit one invoice with multiple items, after delivery has been made

1.3.5 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.

1.4 SECTION TITLE: PERFORMANCE [JEA-514]

1.4.1 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.

1.4.2 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.

1.4.3 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.

1.4.4 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.

1.4.5 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.

1.4.6 Pre-Work Meeting and Progress Meetings [JEA-C320]

Not Used.

1.4.7 Reporting [JEA-C325]

The Company shall provide the reports as defined in the Contract Documents.

Specifically, the company shall provide a Quality Control Report for each Pole to be provided so that it can be verified that the Poles meet the Technical Specifications.

Where the reporting frequency is daily, reports shall be submitted by noon of the following workday. Where the reporting frequency is weekly, reports are due by Monday at noon, covering the prior workweek. Where Monday is a Holiday, the reports are due at noon on the next workday. Where reports are due monthly, reports are due by noon on the first business day of each month. Sample forms for reports may be included in the Contract Documents. Where they are included they are to be used. Where they are not included, the Company shall provide a sample of its proposed report format for each report to the Contract Administrator at least one-week prior to its initial due date. The Contract Administrator will review and either approve or reject use of the report. Where proposed report is rejected, Company shall resubmit revised report formats, until Contract Administrator approves format. Reporting cycle shall begin upon PO date, or, if used, date of Notice to Proceed.

Where the Contract calls for reports to be submitted by Company, such reports shall be submitted electronically via email to the Contract Administrator.

1.4.8 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.

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 at any Work Locations at which Work is performed by Company personnel.

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

1.4.9 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.

1.4.10 Storm Preparedness [JEA-C462]

Not used.

1.4.11 Unforeseen Conditions [JEA-569]

The Company understands and agrees that it is its responsibility to conduct due diligence prior to the Work. Such due diligence includes verifying all measurements and dimensions, the accuracy of drawings, and other informational materials provided in the Contract Documents; provided, however, that Company may rely upon and assume the accuracy of the Technical Specifications and any other information provided by JEA to Company for purposes of designing and engineering the Poles Company is supplying to JEA under 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.

1.4.12 Vendor Performance Evaluation [JEA-C338]

Use of Vendor Performance Evaluation Scorecards

JEA may evaluate the Company's performance using the evaluation criteria shown on the vendor scorecard available at JEA Procurement Bid Section, JEA Tower Suite 103, 21 W. Church Street, Jacksonville, FL 32202 or online at JEA.com. Scores for all metrics shown on the evaluation range from a low of 1, meaning significantly deficient performance, to a high of 5, meaning exceptionally good performance. The Company's performance may be classified as Top Performance, Acceptable Performance, or Unacceptable Performance, as defined herein. The evaluator will be a designated JEA employee or JEA contractor familiar with the performance of the Company. The evaluator's supervisor and the Chief Purchasing Officer will review deficient performance letters and Unacceptable Performance scorecards, as described below, prior to issuance. When evaluating the Company's performance, JEA will consider the performance of the Company's Subcontractors and suppliers, as part of the Company's performance.

Frequency of Evaluations

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

Unacceptable Performance

If at anytime, JEA determines, using the criteria described on the scorecard, that the performance of the Company is Unacceptable, the Contract Administrator and Chief Purchasing Officer or his designated alternate will notify the Company of such in a letter. The Company shall have 10 days to respond to the Contract Administrator. Such response shall include, and preferably be delivered in-person by an officer of the Company, the specific actions that the Company will take to bring the Company's performance up to at least Acceptable Performance.

Within 30 days from date of the first Unacceptable Performance letter, the Contract Administrator and Chief Purchasing Officer or his designated alternate will notify the Company by letter as to whether its performance, as determined solely by JEA, is meeting expectations, or is continuing to be Unacceptable. If the Company's performance is described in the letter as meeting expectations, no further remedial action is required by the Company, as long as Company's performance continues to be Acceptable.

If the Company's performance as described in the letter continues to be Unacceptable, or is inconsistently Acceptable, then the Company shall have 15 days from date of second letter to demonstrate solely through its performance of the Work, that it has achieved Acceptable Performance. At the end of the 15-day period, JEA will prepare a scorecard documenting the Company's performance from the start of Work, or date of most recent scorecard, whichever is latest, and giving due consideration to improvements the Company has made in its performance, or has failed to make. If the scorecard shows Company's performance is Acceptable, then no further remedial action is required by Company as long as Company's performance remains Acceptable. If the scorecard shows the Company's performance is Unacceptable, JEA will take such actions as it deems appropriate including, but not limited to, terminating the Contract for breach, suspending the Company from bidding on any JEA related solicitations, and other remedies available in the JEA Purchasing Code and in law. Such action does not relieve the Company of its obligations under the Contract, nor does it preclude an earlier termination.

In the event that the Contract Term or the remaining Term of the Contract does not allow for the completion of the deficient

performance notification cycles described above for those in danger of receiving an Unacceptable Performance scorecard, JEA may choose to accelerate these cycles at its sole discretion.

If the Company receives five or more letters of deficiency within any 12 month period, then JEA will prepare a scorecard describing the deficiencies and the Company's performance will be scored as Unacceptable.

Acceptable Performance

JEA expects the Company's performance to be at a minimum Acceptable.

Top Performance

Where the Company is able to demonstrate consistent Top Performance for a period of not less than six months, JEA shall recognize the Company, by inducting the Company as a JEA Blue Ribbon Supplier. JEA Blue Ribbon Suppliers are, to the extent reasonably possible and practical, provided preferential consideration when awarding emergency-related work that cannot be competitively publicly bid. JEA Blue Ribbon Suppliers, may also be subject to consideration for a reduction in lower retainage and bonding requirements after Award, as determined by the Chief Purchasing Officer at the time of Award.

Disputes

In the event that the Company wants to dispute the results of its scorecard performance evaluation, the Company must submit a letter to the Chief Purchasing Officer supplying supplemental information that it believes JEA failed to take into account when preparing the scorecard. Such letter, along with supplemental information, must be submitted no later than 10 days following the Company's receipt of the scorecard. If the Chief Purchasing Officer decides to change the scorecard, the Company will be notified and a revised scorecard will be prepared, with a copy issued to the Company. If the Chief Purchasing Officer decides that no change is warranted, the decision of the Chief Purchasing Officer is final. If the Company is to be suspended from consideration for future award of any contracts, the Company may appeal to the Procurement Appeals Board as per JEA Purchasing Code.

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

1.4.13 Work Schedules [JEA-C353]

The Approved Schedule, as defined in the Contract Documents and agreed upon by JEA and the Company, is established on the basis of working five days per week, single shift, eight hours per day or four days per week, single shift, 10 hours per day. JEA may require the Company to base its schedule on an accelerated Work schedule or multiple shifts. The Company shall not schedule work on Holidays without obtaining prior written approval from JEA.

The Company shall, at no additional cost to JEA, increase or supplement its working force and equipment and perform the Work on an Overtime or multiple shift basis when directed by JEA and upon notification that the Company is behind schedule. The Company shall submit a revised schedule in writing demonstrating the Company's schedule recovery plans.

The Company understands and agrees that the rate of progress set forth in the Approved Schedule already allows for ordinary delays incident to the Work. No extension of the Contract Time will be made for ordinary delays, inclement weather, or accidents, and the occurrence of such events will not relieve the Company from requirement of meeting the Approved Schedule. The Company will be given schedule relief when the delays are caused by JEA or any of JEA's agents or other contractors or are due to a force majeure event described in Section 6.17.10. If JEA requests schedule delays for their convenience, Company will be given schedule and price relief for these delays.

1.5 SECTION TITLE: JSEB CERTIFIED FIRMS [JEA-515]

Note Used

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

Not used.

1.6 SECTION TITLE: JEA FURNISHED ITEMS [JEA-516]

1.6.1 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.

1.6.2 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.

1.6.3 Compressed Air [JEA-359]

Not used.

1.6.4 Electricity [JEA-363]

Not Used.

1.6.5 Parking [JEA-378] ***

Parking for pole delivery trucks will be made available by the contractor representing JEA.

1.6.6 Temporary Storage - Inside [JEA-390]

Not Used.

1.6.7 Potable Water [JEA-380]

Not Used.

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

1.7.1 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 point of delivery specified in the Contract.
- (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.

1.7.2 Title and Risk of Loss [JEA-C154]

Ownership, risks of damage to or loss of the Work shall pass to JEA upon delivery of the Work, or any portion thereof, to destination point specified in the Contract. The Company shall assume all risk of loss or damage to the Work while items are in transit to the specified delivery point.

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 Work to the destination point specified in the Contract.

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.

1.8 SECTION TITLE: INSURANCE & INDEMNITIES [JEA-518]

1.8.1 Mutual Indemnification & Limitation of Liability

Company shall hold harmless, indemnify, and defend JEA against any claim, action, loss, damage, injury, liability, cost and expense (including, but not by way of limitation, reasonable attorney's fees and court costs) arising out of claims by third parties on account of injury (whether mental or corporeal) to persons, including death, or damage to 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.

1.8.2 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>
<u>Workers' Compensation</u>	
Florida Statutory coverage	Statutory Limits (Workers' Compensation)
and Employer's Liability (including	\$500,000 each accident (Employer's Liability)
appropriate Federal Acts)	
<u>Commercial General Liability</u>	
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	
<u>Automobile Liability</u>	

All autos-owned, hired,
or non-owned

\$1,000,000 each occurrence, combined single limit

Excess or Umbrella Liability

\$3,000,000 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, 21 West Church Street, Jacksonville, FL 32202-3139.

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.

1.9 SECTION TITLE: CHANGES TO WORK [JEA-519]

1.9.1 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 and the Company Representative 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.

1.9.2 Company Review of Project Requirements [JEA-C165]

The Company shall review the Technical 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 Technical Specifications. Any Work the Company performs prior to receipt of approved Change Order will be at the Company's sole risk.

1.9.3 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 discovery 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.

1.9.4 Notification of Surety [JEA-C167]

NOT USED.

1.9.5 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.

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

1.10.1 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.

1.10.2 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.

1.10.3 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.

1.10.4 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 the Company's then current overtime pay rates.

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.

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

Not Used.

1.10.6 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.

1.11 SECTION TITLE: RIGHTS & REMEDIES [JEA-521]

1.11.1 Offsets [JEA-C176]

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

1.11.2 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.

1.11.3 Right to Audit and Financial Reporting [JEA-C327]

The following provisions, other than Audited Financial Statements, shall only apply to Work performed or provided by the Company on other than a unit or fixed price basis.

Accounting System

The Company shall establish and maintain a reasonable accounting system that enables JEA to readily identify the Company's assets, expenses, cost of goods, and use of funds.

Audited Financial Statements

The Company shall provide to JEA audited financial statements for the most recent fiscal year upon JEA's request, not later than five days after receipt of written request.

Content and Retention of Records

Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; backcharge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Company shall, at all times during the term of this Contract and for a period of five years after the completion of this Contract, maintain such records, together with such supporting or underlying documents and materials.

Inspection /Audit of Records

Upon JEA's request, the Company agrees to allow JEA to audit, to examine, and to make copies of or extracts from its financial and operating records (in whatever form they may be kept, whether written, electronic, or other) kept by the Company, its employees, agents, assigns, successors, and subcontractors, for the purpose of determining invoice accuracy, or otherwise assessing compliance with the Contract Documents.

The Company shall at any time requested by JEA, whether during or after completion of this Contract, and at Company's own expense make such records available for inspection and audit (including copies and extracts of records as required) by JEA. Such records shall be made available to JEA during normal business hours at the Company's office or place of business in a workspace suitable for the audit and [subject to a three day written notice/without prior notice]. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for JEA. The Company agrees to have knowledgeable personnel available to answer questions for the auditors during the time they are performing the audit and for a period of two weeks thereafter. Company shall ensure JEA has these rights with Company's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Company and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Company's obligations to JEA.

Cost of Audits

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by JEA unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Company to JEA in excess of one-half of one percent (.5%) of the total contract billings, the Company shall reimburse JEA for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, JEA may recoup the costs of the audit work from the Company.

Billing Adjustments and Recoveries

Any billing payment recoveries to JEA that must be made as a result of any such audit or inspection of the Company's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of JEA's findings to Company.

Failure to Comply

If Company fails to comply with the requirements contained in this clause, the Company may be found to be in breach of the Contract, be subject to debarment or suspension of bidding privileges with JEA, and/or JEA may exercise any other remedies available by law.

1.12 SECTION TITLE: REPRESENTATIONS & WARRANTIES [JEA-522]

1.12.1 Company's Warranties [JEA-C473] ***

The Company warrants to JEA that the Poles shall be free from defects in material, workmanship and title and shall comply with the Technical Specifications.

Unless otherwise stated in the Contract Documents, the warranty period for Poles shall be one year from first use or 18 months from delivery of Poles to the destination point specified in the Contract, whichever occurs first.

The Company warrants that the Poles shall conform to all applicable standards and regulations promulgated by federal, state, local laws and regulations and applicable utility industry association standards set forth in the Technical Specifications, all as in effect at date of Contract. If the Poles fail to conform to such laws, rules, standards and regulations, JEA may return the Poles for correction or replacement at the Company's expense.

1.12.2 Remedies

If the Poles do not meet the above warranties within the applicable warranty period, JEA shall promptly notify Company. Company shall thereupon at Company's option, repair or replace the defective Poles. If in Company's reasonable judgment the Poles cannot be repaired or replaced, Company shall refund or credit monies paid by JEA for that portion of Poles that do not meet the above warranties. Any repair or replacement 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 18 months from the date of such repair or replacement, whichever period ends later. In any event, the warranty period and Company's responsibilities set forth herein for such repair or replacement 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), de-installation, decontamination, re-installation and transportation unless such access (including removal and replacement of systems, structures or other parts of JEA's facility), de-installation, 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 Poles 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 Poles only as authorized by Company. Company does not warrant the Poles or any repaired Poles 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 Poles not authorized by Company shall render the warranty null and void.

1.12.3 Exclusive Remedies

This Warranty Section provides the exclusive remedies for all warranty claims based on failure of or defect in Poles, whether the failure or defect arises before or during the applicable warranty period. THE WARRANTIES PROVIDED IN THIS WARRANTY SECTION ARE THE ONLY WARRANTIES GIVEN BY THE COMPANY, AND THE COMPANY HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING FROM STATUTE, COMMON LAW, CUSTOM, COURSE OF DEALING, USAGE OF TRADE, OR OTHERWISE. NO

IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES.

1.12.4 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 Work to be performed, 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.

1.12.5 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 Work as specified.

1.12.6 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 the Work will be performed in a professional manner and with professional diligence and skill, consistent with accepted standards of the utility industry.

1.12.7 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.

1.13 SECTION TITLE: TERM & TERMINATION [JEA-523]

1.13.1 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.

1.13.2 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. JEA shall accept delivery of and pay to the Company the Contract Price for any Poles that are partially completed on the date that termination is to be effective.

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.

1.13.3 Termination for Default [JEA-C195] ***

JEA may give the Company written notice to discontinue all Work under the Contract in the event that:

- The Company assigns or subcontracts the Work without prior written permission;
- Any petition is filed or any proceeding is commenced by or against the Company for relief under any bankruptcy or insolvency laws;
- A receiver is appointed for the Company's properties or the Company commits any act of insolvency (however evidenced);
- The Company makes an assignment for the benefit of creditors;
- The Company suspends the operation of a substantial portion of its business;
- 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;
- 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 JEA items or workmanship that are, in JEA's sole opinion, defective or of unacceptable quality;
- The Company breaches any of the representations or warranties;
- The Company is determined, in JEA's sole opinion, to have misrepresented the utilization of funds or misappropriate property belonging to JEA; or
- Any material change in the financial or business condition of the Company.

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

Once Company is declared to be in default, JEA will charge the expenses 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 JEA upon receipt of notice of the expenses from JEA. JEA 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 JEA'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 JEA. In such a case, JEA may set off any money owed to the Company against any liabilities resulting from the Company's nonperformance.

JEA has no responsibility whatsoever to issue 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.

JEA shall have no 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.

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

1.14.1 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.

1.14.2 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.

1.14.3 Assigning of Contract [JEA-C213]

1.14.4 Not Used.

1.14.5

1.14.6 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.

1.14.7 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.

1.14.8 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.

1.14.9 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.

1.14.10 Disputes

If a dispute occurs between JEA and the Company over a contractual issue that can not be mediated by the JEA Representative, the dispute shall be handled in accordance with Article 5 of the JEA Procurement Code.

1.14.11 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.

1.14.12 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 and codes.

1.14.13 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 or other events, conditions or circumstances beyond the reasonable control of the non-performing party.

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.

1.14.14 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.

1.14.15 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.

1.14.16 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.

1.14.17 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.

1.14.18 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.

1.14.19 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.

1.14.20 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.

1.14.21 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.

1.14.22 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.

1.14.23 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.

1.14.24 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.

1.14.25 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.

1.14.26 Waiver of Claims [JEA-C218]

A delay or omission by JEA or the Company hereto to exercise any right or power under this Contract shall not be construed to be a waiver thereof. A waiver by JEA or the Company 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 Contract Completion; any use or occupancy of the Work by JEA; nor any correction of faulty or defective work by JEA.

1.15 SECTION TITLE: WORK

1.16 SECTION TITLE: SCOPE

1.16.1 Obligations of the Company

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, the applicable JEA standards manuals, safety manuals, policies, accepted commercial work practices, provided by JEA to the Company, and 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.

1.17 SECTION TITLE: LOCATION [JEA-527]

1.17.1 Work Location [JEA-C460] ***

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

- Poles shall be manufactured at the company's own facility.
- Poles shall be delivered to the worksite(s) as described in the Project Specific Technical Specifications or purchase orders.

1.17.2 Nuclear Use

Poles 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 Poles and/or Services for such purposes, unless Company agrees to such use in writing.

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

first above written.

ATTEST:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ATTEST:

JEA

By: _____

By: _____

Name: _____

John McCarthy

1.17.2.1.1 Title: _____

Director, Procurement Services

Approved by Awards Committee on Thursday, _____, 2008, Award Item # ____
IFB #

Form Approved:

Office of General Counsel

EXHIBIT A
PRICING

EXHIBIT B
TECHNICAL SPECIFICATIONS

6. BID FORM

PROPOSAL FOR SPUN CONCRETE TRANSMISSION POLES

PROJECT: SPUN CONCRETE TRANSMISSION POLES FOR THE CIRCUIT 853 STRUCTURES #21 TO #33 REPLACEMENT

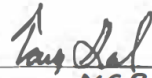
Bidder Please Write Company Name Here: _____

Bid Item No.	Standard Design No.	Structure No.	Total Length /Embedment	Required Quantity	Unit Price	Extended Bid Price
1	C1246C-125/23-2611	#21	125'-0"/ 23'-0"	1	\$29,686	\$29,686
2	C1261-125/21-2008	#22	125'-0"/ 21'-0"	1	\$25,759	\$25,759
3	C1261-120/19-1633	#23, #24	120'-0"/ 19'-0"	2	\$16,683	\$33,366
4	C1244C-130/24-3224	#25	130'-0"/ 24'-0"	1	\$54,436	\$54,436
5	C1261-125/20-1756	#26	125'-0"/ 20'-0"	1	\$17,567	\$17,567
6	C1261-120/20-1596	#27	120'-0"/ 20'-0"	1	\$16,602	\$16,602
7	C1261-120/21-1586	#28	120'-0"/ 21'-0"	1	\$16,683	\$16,683
8	C1261-125/21-1744	#29	125'-0"/ 21'-0"	1	\$17,567	\$17,567
9	C1261-125/21-1738	#30	125'-0"/ 21'-0"	1	\$17,567	\$17,567
10	C1261-130/21-1859	#31	130'-0"/ 21'-0"	1	\$18,487	\$18,487
11	C1261-135/27-1828	#32	135'-0"/ 27'-0"	1	\$27,068	\$27,068
12	C1241C-120/19-1593	#33	120'-0"/ 19'-0"	1	\$28,825	\$28,825
13	PSBI	Step bolts	N/A	730	\$ 5	\$ 3,650
14	Freight for all poles					\$38,292
					Total =	\$345,555

My (our) lump sum bid for the items described above and in the tabulated total quantities is: \$ 345,555.

I (we) agree to provide approval drawings within 21 calendar days after receipt of the "notice to proceed" / purchase order.

And I (we) agree to complete deliveries of all items within 119 calendar days after the approval of the design calculations and approval drawings.

SIGNED FOR BIDDER: 
TITLE: MGR OPERATION SUPPORT



Standardization Request / Approval Form

To: Transmission Standards Committee

From: Sebastian Chmst

Date: 04/30/18

In accordance with the JEA Purchasing Code and the Operational Procedure, I hereby request the following item(s)/parts/goods/service or specifications be approved as a standard: (List applicable name, Component tag #, manufacturer, model #, stock or non-stock item, etc.)

DESCRIPTION: Spun Concrete poles of magnitude: 115-ft overall length, 1000 kip-ft ground line moment, 33-inch base diameter with taper of 0.216-inches/foot, or poles larger, to be manufactured and procured within the Continental United States from Valmont-Newmark.

Justification for Standardization:

Please check all that apply:

- ☒ The item requested must be obtained from the Original Equipment Manufacturer due to the criticality of the item or compatibility with existing equipment currently in operation or use within the JEA system.
- ☒ The item requested is only available from one source.
- ☐ This item is the most cost effective means to safely maintain the highest level of system availability & reliability
- ☒ The item purchase lead time/delivery is critical for continuous system operation .
- ☐ The item is used in large numbers through out the JEA system.
- ☐ The item requested will provide documented long reliable service life at a lower life cycle cost.
- ☐ The item requested has better availability and delivery time, which is necessary for the particular application.
- ☐ Other (Please explain) _____

Attach calculations/justification or other documentation for all items checked.

The above guidelines are to provide a general rational for the Standardization process but in no way shall they be interpreted as limiting either its provisions or applications. Each individual committee holds the ultimate authority in determining justification for each standardization item.

Standardization Committee Approval

Date 04/30/18

Transmission Committee Meeting - April 26, 2018
Agenda Item: *Procurement of Large Spun Concrete Poles*

To: Transmission Standards Committee,

Spun Concrete Pole Description:

I request that JEA standardize spun concrete transmission poles that meet the following criteria:

- *Poles that have a ground line moment capacity in excess of 1,000 kip-feet*
- *Poles that are in excess of 115 feet in overall length*
- *Poles that require a taper of 0.216 inches/ foot*
- *Poles that require a base diameter of more than 33.125 inches*
- *Poles that are manufactured in the Continental United States*

In the past JEA used to bid out spun concrete transmission pole jobs to several companies, most recently to two (2) manufactures, Valmont-Newmark and Accord Industries. As of October 31st 2011, Accord Industries discontinued production of their spun concrete transmission poles. Since Accord Industries can no longer provide poles for JEA, Valmont-Newmark essentially now has a monopoly on the spun concrete transmission pole business that meets the criteria identified above.

Besides Valmont-Newmark, StressCrete Group is another company that manufactures spun concrete poles, however this manufacturer cannot meet the requirements for most of JEA's needs. Specifically, StressCrete Group cannot produce poles that have a ground line moment capacity in excess of 1,000 kip-feet, are longer than 115 feet, requires a 0.216 inch/foot taper, or have a base diameter greater than 33.125 inches.

Because poles that meet the criteria stated above can only be sourced form one source, Valmont-Newmark, JEA should standardize several pole property designs with the manufacturer to simplify the pole procurement process.

There are thousands of possible pole designs that would apply to JEA's transmission needs. It is not feasible to standardize every single pole design. Unlike distribution poles, Transmission poles are designed specifically for their application. There is no one size fits all. Every different pole framing has a different bolt hole pattern, embedment depth, and load requirements. However, even though we cannot standardize the thousands of different designs, we can standardize on several pole properties based on those designs.

Thank you,

Sebastian Chmism

Staff Engineer
JEA Transmission Project Design, T-09
Office: 904-665-7016
Cell: 860-995-0075
Email: chmism@jea.com