

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: Thursday, August 26, 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): 160 199 4252
WebEx Password: pxP6CqUSt63

Public Comments:

Awards:

1. Approval of the minutes from the last meeting (08/19/2021).
2. Request approval to award a license agreement amendment to FEC ROW, LLC in the amount of \$84,306.25, for a new not-to-exceed amount of \$2,656,067.17, subject to the availability of lawfully appropriated funds.
3. 1410355046 – Request approval to award a contract to SPE UTILITY CONTRACTORS FD LLC for Circuit 853 Construction Services in the amount of \$697,424.98, subject to the availability of lawfully appropriated funds.
4. Request approval of a contract Termination for Convenience for JEA Contract No. 184453 with Oracle Inc.

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.

08-26-2021 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 08/19/2021 meeting.
2	Contract Amendment	Dutton	N/A	\$84,306.25	FEC ROW, LLC	Project Completion	<p><u>Greenland Reclaim Water Main Rail License Amendment</u></p> <p>Amend an existing rail license agreement with FEC ROW, LLC for an increase in reclaimed water main carrier pipe and casing size in the amount of \$84,306.25.</p> <p>At the September 2010 Board meeting, the JEA Board authorized Real Estate Services to acquire property rights in order to construct an overhead power line and reclaimed water line in an FEC railroad corridor for a one-time payment of \$2.5 million. In FY19, the Awards Committee approved an amendment to the existing agreement in the amount of \$71,760.92 for additional occupancy in order to construct the power line, future reclaimed water line, and remove vegetation in the corridor. This request is to amend the rail license agreement to increase the permitted diameter of a proposed pipeline in the FEC Railroad Corridor. The existing and amended agreement allows for a 24" diameter pipeline. In the course of design, Water and Sewer System Planning determined the pipe size should be increased to a 30" pipeline. JEA can install the 30" pipeline but must pay the prorated difference to occupy the corridor. FEC is requiring a fee of \$84,306.25 for this increase.</p> <p>Request approval to award a license agreement amendment to FEC ROW, LLC in the amount of \$84,306.25, for a new not-to-exceed amount of \$2,656,067.17, subject to the availability of lawfully appropriated funds.</p>
3	Invitation for Bid (IFB)	Erixton	\$1,080,272.00	\$697,424.98	SPE UTILITY CONTRACTORS FD LLC	Project Completion (Expected 1/30/2022)	<p><u>Circuit 853 Partial Rebuild Construction Services</u></p> <p>The General Description: Rebuild approximately one and four tenths (1.4) of a mile of 138kV single circuit transmission line, to be rebuilt to 230kV standards, inside an existing JEA transmission line easement, beginning just North-West of the intersection between Hodges Boulevard and Gerona Drive North, and ending near the intersection of Castaway Drive and Pine Island Drive. Construction will include pole/ wire installation, pole/wire removal, and tree/ debris removal.</p> <p>Intent: The Contractor shall provide all equipment, labor and supervision to accomplish the work as specified herein and on the construction plans. The source of the JEA supplied materials to accomplish the work of this project is specified herein and on the construction plans. The contractor should</p>

08-26-2021 Awards Committee

							<p>take note that, while the actual delivery dates of these items are not precisely known at this time, the schedule provided is synchronized with the expected delivery schedule for certain materials, equipment, etc. The contractor is responsible under this contract to pick up, inspect, receive, unload and install these items at the job site(s).</p> <p>Location of Project: A vicinity map appears on the cover of the construction drawings. The work will take place in Duval County, approximately thirteen (13) miles East of Downtown Jacksonville, FL. The project area is:</p> <p>Along several existing 150-foot wide JEA electric transmission corridors located between Hodges Boulevard and Castaway Drive.</p> <p>FY21 - \$0.00 FY22 - \$697,424.98</p> <p>1410355046 – Request approval to award a contract to SPE Utility Contractors FD, LLC for Circuit 853 construction services in the amount of \$697,424.98, subject to the availability of lawfully appropriated funds.</p>
4	Contract Termination	Datz	N/A	N/A	ORACLE, INC.	N/A	<p><u>Capital Asset Management Software (CAMS) Unifier Purchase, Implementation and Training</u></p> <p>This is a request for termination without cause of the Capital Asset Management Software (CAMS) Unifier Purchase, Implementation and Training project and contract with Oracle Inc. The JEA business no longer wants to move forward with modified scope and stakeholders to meet the requirements. The total cost for services spent to date is \$1,273,966.54 and \$209,384.73 pending payment for a total of \$1,483,351.27. On 08/12/2021 the ERP Steering Committee decided to cancel the project in support of the recommendation of the project’s business sponsor due to a lack of bandwidth to support the effort for another 9 – 12 months and potentially between \$672,904.00 to \$1,738,580.00 in additional cost required for completion. There were also business concerns raised that the products’ ability to be customized to meet the business requirements may not have provided the efficiencies expected. The steering committee presentation is attached as backup.</p> <p>Request approval of a contract Termination for Convenience for JEA Contract No. 184453 with Oracle Inc.</p>
Total Award				\$991,445.37			

JEA AWARDS COMMITTEE
AUGUST 19, 2021 MEETING MINUTES

The JEA procurement Awards Committee met on August 19, 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, David Migut as Office of General Counsel Representative; with Laura Dutton, Joe Orfano, Todd Skinner, Stephen Datz and Hai Vu.

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

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 (08/12/2021). Chair McCollum verbally presented the Committee Members the proposed August 12, 2021 minutes contained in the committee packet.

MOTION: Joe Orfano made a motion to approve the August 12, 2021 minutes (Award Item 1). The motion was seconded by Stephen Datz and approved unanimously by the Awards Committee (5-0).

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

2. 1410317646 - Request approval to award a contract to Mod 43 Inc. for the Warehouse Management System (WMS) – Licensing, Implementation, Support, Maintenance, and Training for a total not-to-exceed amount of \$397,200.00, subject to the availability of lawfully appropriated funds.

MOTION: Hai Vu made a motion to approve Award Item 2 as amended in the committee packet. The motion was seconded by Laura Dutton and approved unanimously by the Awards Committee (5-0).

3. 1410223046 – Request approval to award a contract to Black & Veatch Management Consulting LLC, for Integrated Resource Planning Services in the amount of \$1,705,392.00, 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 Joe Orfano and approved unanimously by the Awards Committee (5-0).

4. 1410339446 – Request approval to award a contract to Manson Construction Co. for dredging services at NGS Coal Terminal in the amount of \$607,200.00, subject to the availability of lawfully appropriated funds.

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

5. 1410336848 - Request approval to award a contract to Jacksonville CareNow Urgent Care, LLC for Occupational Medical Services in the amount of \$1,456,440.00, subject to the availability of lawfully appropriated funds.

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

6. 1410297246 – Request approval to award a contract to ETM Surveying & Mapping, Inc. for Subsurface Utility Engineering and Locate Services in the amount of \$500,000.00, subject to the availability of lawfully appropriated funds.

MOTION: Hai Vu made a motion to approve Award Item 6 as presented in the committee packet. The motion was seconded by Joe Orfano and approved unanimously by the Awards Committee (5-0).

7. Request approval to award a change order to Red Clay Consulting, Inc. for additional services needed for implementation support for the Oracle Customer to Meter C2M project in the amount of \$517,535.00, for a new not-to-exceed amount of \$817,395.00, subject to the availability of lawfully appropriated funds.

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

Informational Item:

No informational items were presented to the Awards Committee.

Ratifications: Award 4

Public Comments:

No additional public comment speaking period was taken.

Adjournment:

Chair McCollum adjourned the meeting at 10:50 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 August 26, 2021

Type of Award Request: CONTRACT AMENDMENT
Requestor Name: Connolly, Eileen M
Requestor Phone: 904-665-4325
Project Title: Greenland Reclaim Water Main Rail License Amendment
Project Number: 8005118, 8005635
Project Location: JEA
Funds: Capital
Budget Estimate: N/A

Scope of Work:

Amend an existing rail license agreement with FEC ROW, LLC for an increase in reclaimed water main carrier pipe and casing size in the amount of \$84,306.25.

JEA IFB/RFP/State/City/GSA#: N/A
Purchasing Agent: Selders, Elaine L.
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
FEC ROW, LLC	Nicole Radford	nicole.radford@fecrwy.com	7150 PHILIPS HWY, Jacksonville FL 32216	(904) 538-6258	\$84,306.25

Original Award Amount: \$2,500,000.00
Date of Original Award: 09/21/2010
Change Order Amount: \$84,306.25
Award Amount for remainder of this FY: \$84,306.25

List of Previous Change Order/Amendments:

CPA #	Amount	Date
N/A	\$71,760.92	04/11/2019

New Not to Exceed Amount: \$2,656,067.17
Length of Contract/PO Term: Project Completion
Begin Date (mm/dd/yyyy): 08/20/2021
End Date (mm/dd/yyyy): Project Completion
JSEB Requirement: N/A

Background/Recommendations:

The JEA Procurement Code Exemptions in Section 2-201 includes purchases of Real Estate. The Real Estate Services Procurement Directive requires Awards Committee approval for Real Estate purchases of \$50,000.00 to \$500,000.00.

At the September 2010 Board meeting, the JEA Board authorized Real Estate Services to acquire property rights in order to construct an overhead power line and reclaimed water line in an FEC railroad corridor for a one-time payment of \$2.5 million. In FY19, the Awards Committee approved an amendment to the existing agreement in the amount of \$71,760.92 for additional occupancy in order to construct the power line, future reclaimed water line, and remove vegetation in the corridor. This request is to amend the rail license agreement to increase the permitted diameter of a proposed pipeline in the FEC Railroad Corridor. The existing and amended agreement allows for a 24" diameter pipeline. In the course of design, Water and Sewer System Planning determined the pipe size should be increased to a 30" pipeline, with three road crossing areas increasing to a 36" pipeline. JEA can install the 30" pipeline and three 36" road crossings but must pay the prorated difference to occupy the corridor. FEC is requiring a fee of \$84,306.25 for this increase. The previous award, board approval of original award and the invoice have been attached as backup.

This contract amendment with FEC will allow JEA to utilize their ROW for equipment and materials (including spoil material) temporary storage. The majority of this project will be the Reclaimed Water because it is being installed within the FEC ROW but the Water will be built in parallel within the FDOT ROW. The Water main will still utilize some of the FEC ROW for equipment and material temporary storage so the decision was made to split the project cost between two project numbers.

The Real Property Procurement Officer and OGC have reviewed and approved the amendment. Real Estate Services requests approval of the amendment as presented to support the pipeline size increase. The previous award, amended agreement, and Board approval have been attached as back up.

Request approval to award a license agreement amendment to FEC ROW, LLC in the amount of \$84,306.25, for a new not-to-exceed amount of \$2,656,067.17, subject to the availability of lawfully appropriated funds.

Director: Pope, Jordan A. - Dir Real Estate Services
Chief: Dutton, Laura M. - Chief Strategy Officer

APPROVALS:

Chairman, Awards Committee

Date

Budget Representative

Date



Formal Bid and Award System

Award #12 April 11, 2019

Type of Award Request: CHANGE ORDER
Request #: 6535
Requestor Name: Connolly, Eileen M
Requestor Phone: 904-665-4325
Project Title: GEC to Bartram Substation cr. 909--Real Estate Purchase Agreement
Project Number: 8004187
Project Location: JEA
Funds: Capital
Budget Estimate: \$15,000,000.00 (Total Project Budget)

Scope of Work:

At the September 2010 Board meeting, the JEA Board authorized Real Estate Services to acquire property rights in order to construct an overhead power line and reclaimed water line in the railroad corridor for a one-time payment of \$2.5 million. The route is four (4) miles long and the current agreement ends just north of the intersection of Race Track Road and US1. During FY19 we are extending the existing agreement 506 feet in order to construct the power line, future reclaimed water line, and remove vegetation in the corridor. This project is being completed to improve electric reliability in northern St. Johns County and southern Duval County because of the rapid growth in this area. This extension to the previous agreement with FEC will allow JEA to connect the future Nocatee Substation to the existing Bartram Substation and GEC. This circuit is critical to make that connection. This award amount covers the entire extension of 506' to Race Track Road within FEC's railroad corridor at the same rate JEA paid for in FY11 plus CPI. In the near future, JEA will install a reclaimed water line within this corridor to connect to our existing reuse grid for future growth.

This project will positively affect JEA Measures of Value:

- **Customer Value:** Substation upgrades and new installations provide right sized system improvements which minimize cost to the customer, while maintaining service levels, increasing overall value of the utility to the customer.
- **Community Impact Value:** Improved operational reliability and flexibility of the substation network and grid improves the level of service and positively impacts the community.
- **Environmental Value:** Substation efficiency decreases overall grid and system losses making the most efficient use of power generated, lessening the utilities impact on the environment.
- **Financial Value:** Correctly planned & timed upgrades and new substations, make the best use of capital resources, while keeping the grid at operating within design limitations, which provides a better return on investment and creates financial value.

JEA IFB/RFP/State/City/GSA#: N/A
Purchasing Agent: Selders, Elaine L.
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
FEC ROW LLC	Nicole Radford	nicole.radford@fecrwy.com	7150 PHILIPS HWY, Jacksonville FL 32216	(904) 538-6258	\$71,760.92

Original Award Amount: \$2,500,000.00
Date of Original Award: 09/21/ 2010
Change Order Amount: \$71,760.92
New Not to Exceed Amount: \$2,571,760.92
Length of Contract/PO Term: Project Completion
Begin Date (mm/dd/yyyy): 04/18/2019
End Date (mm/dd/yyyy): Project Completion (May 2020)
JSEB Requirement: N/A

Background/Recommendations:

This is a real estate purchase over \$50,000.00, which requires awards committee approval. A copy of the agreement and invoice are attached as backup.

The Real Estate acquisition was approved 09/21/2010, and then the project was tabled for a long period of time. The project is resurfacing and this request is to extend the existing agreement 506 feet in order to construct the power line, future reclaimed water line, and remove vegetation. The amount requested is the established price set by the 2010 agreement, established by an independent appraisal, plus a three percent (3%) annual escalator.

Request approval to award a change order to FEC ROW LLC for GEC to Bartram Substation cr. 909-- Real Estate Purchase in the amount of \$71,760.92, for a new not-to-exceed amount of \$2,571,760.92, subject to the availability of lawfully appropriated funds.

Manager: Burch, Donald L. - Manager, Real Estate Services
VP: McInall, Steven G - VP & Chief Energy & Water Planning

APPROVALS:

 4/11/19

Chairman, Awards Committee **Date**

 4/11/19

Manager, Capital Budget Planning **Date**

APPROVED BY THE JEA
AT ITS MEETING ON 9-21-2010
AGENDA ITEMS # III-A-5



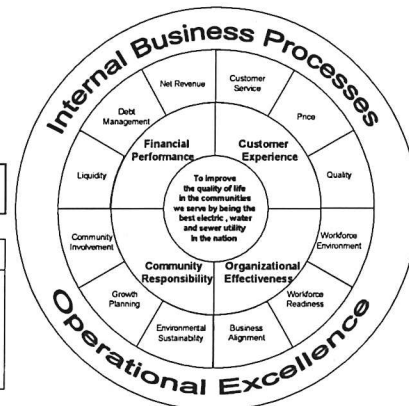
Building Community

AGENDA ITEM SUMMARY

September 7, 2010

SUBJECT: NOCATEE 230 KV TRANSMISSION LINE

Purpose	Circle of Excellence Impact
<input type="checkbox"/> Information Only	<input type="checkbox"/> Financial Performance
<input checked="" type="checkbox"/> Action Required	<input type="checkbox"/> Customer Experience
<input type="checkbox"/> Advice/Direction	<input checked="" type="checkbox"/> Organizational Effectiveness
	<input checked="" type="checkbox"/> Community Responsibility



Issue: Authorization to proceed with negotiations with Florida East Coast Railway, L.L.C. (FEC) and FDG Flagler Station II LLC (FDG), for the installation of a 230kV transmission electric line and a future water reuse pipe in the existing railroad corridor adjacent to US 1.

Significance: Part of the growth planning for south Jacksonville connecting Greenland Energy Center with Nocatee Substation and a water reclaimed line connecting Greenland Energy Center to Nocatee Reuse Plant.

Who/what is affected: Electric and water reclaim customers in south Jacksonville, existing and future. The property owner: FEC and FDG.

Background: Three separate routes were analyzed and the route utilizing Florida East Coast Railway, L.L.C.'s corridor was deemed the most cost effective, least impact route to connect Greenland Energy Center to Nocatee Substation.

Background Examples: Where practical, JEA considers dedicated easements to be the most cost effective, maintenance friendly means to create new utility corridors.

Cost to company/community: The transaction to utilize this railroad corridor is a one time payment without any recurring annual fees for our electric line and water reuse line.

Recommended course of action: Approve the negotiated agreement with Florida East Coast Railway, L.L.C. and FDG Flagler Station II LLC to purchase rights to utilize their corridor for a 230 kv electric transmission line and future water reuse line.

Why? Ensure timely completion of the project at the lowest cost to JEA and its ratepayers.

Recommended Board action: Approve the negotiated transaction with Florida East Coast Railway, L.L.C. and FDG Flagler Station II LLC for the construction of the Nocatee Transmission Line.

Submitted by: Eileen Connolly

MP
9/10/10

APPROVED BY THE JEA

AT ITS MEETING ON

9-21-2010

AGENDA ITEMS #

III-A-5



Building Community

III-A-5
9-21-2010

INTER-OFFICE MEMORANDUM

September 7, 2010

SUBJECT: NOCATEE 230KV TRANSMISSION LINE

FROM: Jim Dickenson, Managing Director/CEO

TO: JEA Board of Directors

BACKGROUND:

In support of JEA's electric system in south Jacksonville, Real Estate Services has been negotiating to acquire a right of way for a new 230kV Transmission Line to connect Greenland Energy Center to Nocatee Substation and a future water reclaim pipeline to connect Greenland Energy Center to Nocatee Reuse Plant.

DISCUSSION:

Real Estate Services has been negotiating with Florida East Coast Railway, L.L.C. ("FEC") and FDG Flagler Station II LLC ("FDG"), to occupy the railroad corridor along US 1. Real Estate Services has been in ongoing negotiations with the property owner and has reached an agreement to purchase the right to use the railroad corridor for future utility needs. JEA has negotiated a one-time compensation to FEC for \$2.4 Million for the rights to construct an electric transmission line and water reclaimed line within the rail corridor. The purchase price is supported by an independent real estate appraisal report. The Office of General Counsel has been involved in an ongoing basis and recommends the Board to approve this action at this time.

RECOMMENDATION:

That the Board approve the purchase of the subject property pursuant to a license agreement containing terms and conditions for real estate transactions of a similar nature and subject to review by the Managing Director/CEO or his designee. Further, that the Board approve delegation of authority for execution of all related closing documents to the Managing Director/CEO or his designee.

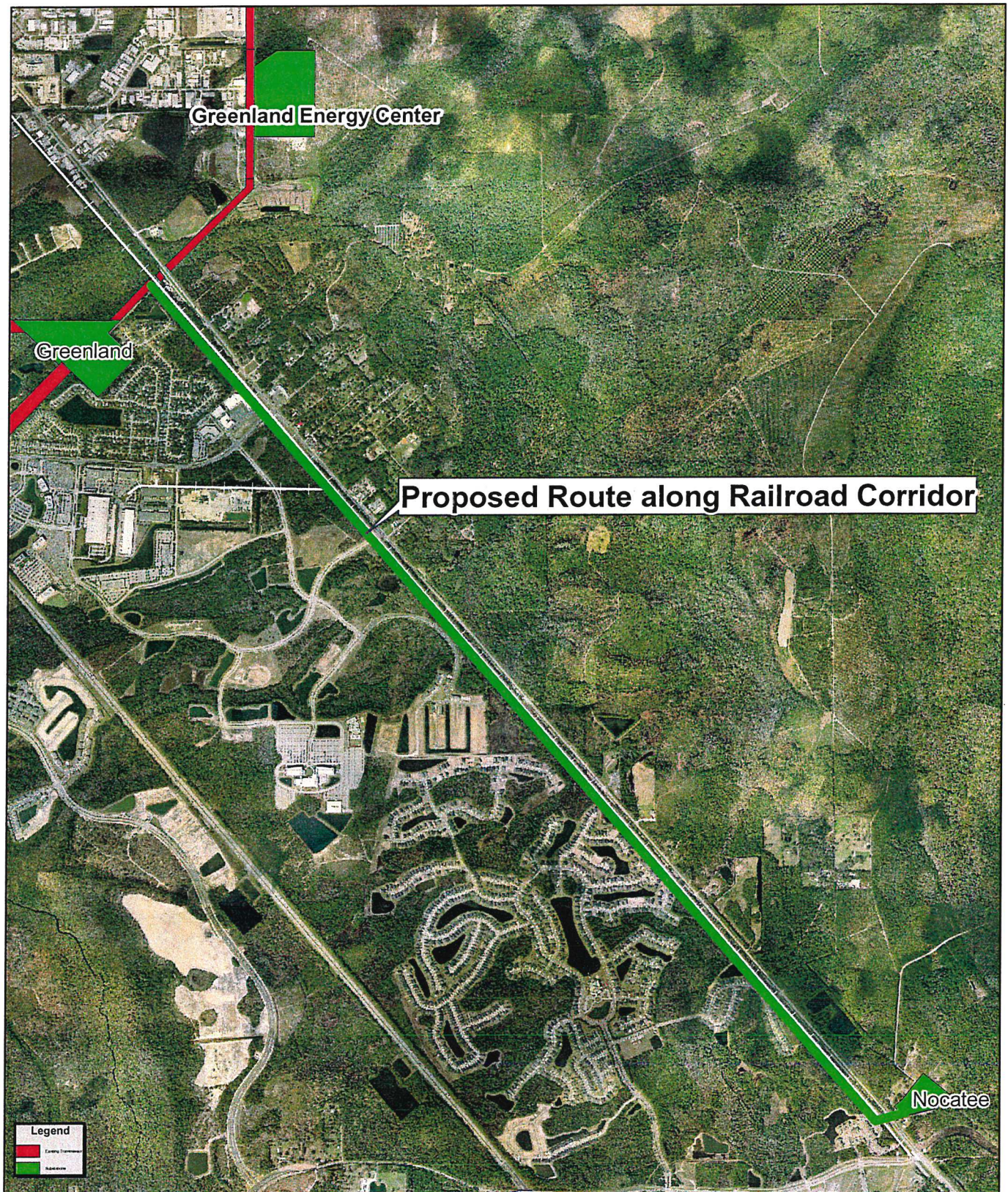
A handwritten signature in blue ink, appearing to read "J. A. Dickenson", is written over a horizontal line.

J. A. Dickenson, Managing Director/CEO

JAD/GLP/DB/EMC

Attachments: Location Map

Nocatee Transmission Line 230kv: Greenland Energy Center to Nocatee Substation Board Item





Jacksonville Electric Authority
21 West Church Street
Jacksonville, FL 32202
Attention: Donald Burch

Invoice Number: ROW774639
Tenant Number: 774639
Invoice Date: 07/29/2021
Due Date: 08/29/2021
Lease Number: 3712
FileNumber: 400-200

TOTAL BALANCE DUE: \$84,306.25

Code	Description	Subfile	Milepost	Length	County	Type	Amount Due
01XP	One Time Pay	400-200		2,871'	Duval	SG	\$ 84,306.25
	Increase in Reclaimed Water Main Carrier pipe and Casing size to 36" Greenland WRF Pipelines						

To ensure proper credit of your account:

- Please include Tenant Number, Lease Number and/or Invoice Number on your check
- **To Avoid Late Charges, We Must Receive Your Payment On Or Before The Due Date**

REMIT PAYMENT TO:

FEC ROW LLC
LOCKBOX 744305
ATLANTA, GA 30374

PLEASE DIRECT BILLING INQUIRIES TO:

FEC ROW LLC
7150 PHILIPS HIGHWAY
JACKSONVILLE, FL 32256
904.538.6258



Formal Bid and Award System

Award # 3 August 26, 2021

Type of Award Request: BID (IFB)
Requestor Name: Chmist, Sebastian M.
Requestor Phone: 904-591- 7016
Project Title: Circuit 853 partial rebuild Construction Services
Project Number: 8006893
Project Location: JEA
Funds: Capital
Award Estimate: \$1,080,272.00

Scope of Work:

Rebuild approximately one and four tenths (1.4) of a mile of 138kV single circuit transmission line, to be rebuilt to 230kV standards, inside an existing JEA transmission line easement, beginning just North-West of the intersection between Hodges Boulevard and Gerona Drive North, and ending near the intersection of Castaway Drive and Pine Island Drive. Construction will include pole/ wire installation, pole/wire removal, and tree/ debris removal.

Location of Project: A vicinity map appears on the cover of the construction drawings. The work will take place in Duval County, approximately thirteen (13) miles East of Downtown Jacksonville, FL. The project area is: Along several existing 150-foot wide JEA electric transmission corridors located between Hodges Boulevard and Castaway Drive.

Transmission construction will include the setting of thirteen (13) new spun concrete transmission poles, and re-framing of one (1) existing spun concrete transmission pole along with proposed guy wires/anchors, insulators, and hardware. Work will also include the temporary re-framing of ten (10) existing wood H-frame transmission poles. Transmission Conductor installation will include sagging / tensioning of new 1590 ACSR "Falcon" conductor and 3#6 AW shield wires. Demolition work will include the removal of ten (10) existing wooden H-frame transmission structures (two poles each), one (1) existing double dead-end wooden structure (three poles each), and two (2) static cast double dead-end transmission structures (three poles each). All guy wires / anchors, wires, conductors, and hardware shall be removed and disposed of as indicated per these construction drawings and specifications.

JEA IFB/RFP/State/City/GSA#: 1410355046
Purchasing Agent: Lovgren, Rodney Dennis
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
SPE UTILITY CONTRACTORS FD LLC	Sven Steuber	steuber@spepowerfd.com	10145 103 rd Street, Jacksonville, FL 32210	(813) 326-1099	\$697,424.98

Amount for entire term of Contract/PO: \$697,424.98
Award Amount for remainder of this FY: \$0.00 (All spend in FY22)
Length of Contract/PO Term: Project Completion
Begin Date (mm/dd/yyyy): 09/15/2021
End Date (mm/dd/yyyy): 01/30/2022 (Planned completion)

JSEB Requirement:

N/A – Optional

BIDDER:

Name	Amount
SPE UTILITY CONTRACTORS FD LLC (SPE GROUP)	\$697,424.98
VOLT POWER LLC	\$1,035,923.78
C & C POWERLINE INC	\$1,108,643.46
HENKELS & MCCOY, INC.	\$1,646,764.15
CHAIN ELECTRIC COMPANY	\$1,741,873.80
PIKE ELECTRIC, LLC	\$2,326,235.97
MICHEL'S POWER INC.	\$4,946,878.21

Background/Recommendations:

Advertised 07/02/2021. Nine (9) prime companies attended the Mandatory site visit following the optional pre-bid meeting on 07/12/2021. An additional site visit was held on 7/22/2021. At bid opening on 08/03/2021, JEA received seven (7) Bids. SPE Group is the lowest priced responsible and responsive bid. A copy of the Bid Form is attached.

The Award Amount is approximately 35% below the budget estimate and deemed reasonable. Excess funds once project is complete will be returned to Capital Budget.

1410355046 – Request approval to award a contract to SPE UTILITY CONTRACTORS FD LLC for Circuit 853 Construction Services in the amount of \$697,424.98, subject to the availability of lawfully appropriated funds.

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

APPROVALS:

Chairman, Awards Committee

Date

Budget Representative

Date

Appendix B - Bid Forms
1410355046 Circuit 853 138kV to 230 kV conversion

Submit an electronic pdf of the Response Forms on the cloud sourcing platform in accordance with the instructions in this solicitation.

Company Name: SPE Group

Company's Address: 10145 103rd Street, Jacksonville, FL 32210

License Number: EC13005748

Phone Number: 813-326-1099 Email Address: steuber@spepowerfd.com

BID SECURITY REQUIREMENTS

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

TERM OF CONTRACT

- ☐ One Time Purchase
☐ Annual Requirements Five (5) Years w/Two (2) – 1Yr Renewals
☒ 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

Item No.	ENTER YOUR BID FOR THE FOLLOWING DESCRIBED ARTICLES OR SERVICES	TOTAL BID PRICE
1	Total Bid Price for 1410355046 Circuit 835 138kV to 230kV conversion project	\$ 697,424.98

☒ 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 7


Handwritten Signature of Authorized Officer of Company or Agent

7/30/21
Date

General Manager
Printed Name and Title

BID BOND

STATE OF FLORIDA

COUNTY OF: Duval

KNOW ALL PERSONS BY THESE PRESENTS, That we, SPE Utility Contractors FD, LLC (hereinafter called "Principal"), and Old Republic Insurance Company as Surety (hereinafter called "Surety"), are held and firmly bound unto the JEA of the City of Jacksonville, Florida (hereinafter called the "JEA"), in the sum of \$5% of Amount Bid, lawful money of the United States of America, for the payment which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents:

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

Circuit 853 Structures #21 to #33 Replacement Project, Solicitation No. 1410335046

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

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

IN WITNESS WHEREOF, the said Principal and the said Surety have duly executed this bond the 3rd day
of August, 2021.

ATTEST:

Sven Teuber
Signature

Sven Teuber
Type/Print Name

Signature

Type/Print Name

Signed, Sealed and Delivered
in the Presence of:

Holly Nichols
Signature

Holly Nichols
Type/Print Name

Christina Riley
Signature

Christina Riley
Type/Print Name

Countersigned:

By N/A
Resident Agent
State of Florida

Name of Firm: _____

Address: _____

SPE Utility Contractors FD, LLC
(Principal Company Name)

Cheryl A Cameron
Signature
Type/Print Name

CEO
Title
AS PRINCIPAL

Old Republic Insurance Company
(Surety Company Name)

Nicholas Ashburn
Signature
Type/Print Name

Attorney-in-Fact & Licensed Florida Agent, W485984
Title
AS SURETY

Name of Agent: Guy Hurley, LLC
Address: 989 E. South Boulevard, Suite 200
Rochester Hills, MI 48307

Form Approved:

Assistant General Counsel



OLD REPUBLIC INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint:

MICHAEL D LECHNER, ROBERT D HEUER, MARK T MADDEN, HOLLY NICHOLS, NICHOLAS ASHBURN, JASON ROGERS of ROCHESTER, MI

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

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on December 10, 2019. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on December 10, 2019.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and not guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person.

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

- (i) when signed by chairman, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

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

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 1st day of June, 2021.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC INSURANCE COMPANY

Alan Pavlic
Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 1st day of June, 2021, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.



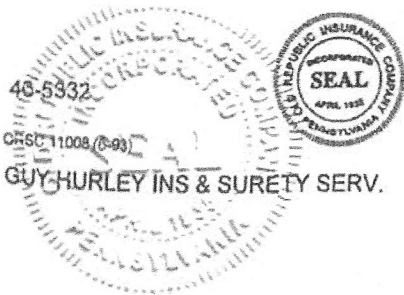
Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022

CERTIFICATE

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

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



Signed and sealed at the City of Brookfield, WI this 3rd day of August, 2021.

Karen J. Haffner
Assistant Secretary

PROJECT SCHEDULE

PROJECT NAME

Circuit 853 Level 1 Project Schedule

PROJECT MANAGER

Sven Teuber

START DATE

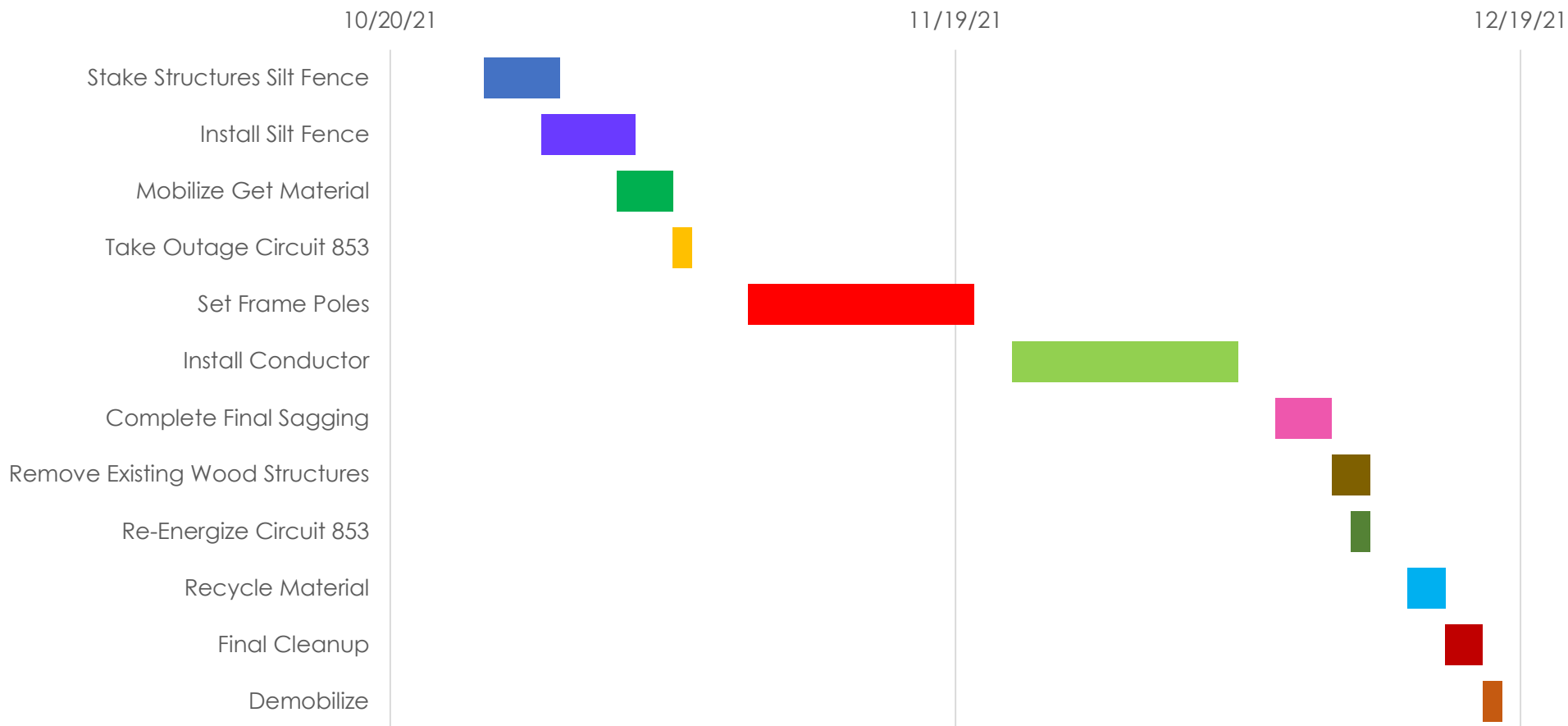
Monday, October 25, 2021

END DATE

Friday, December 17, 2021

PHASE TITLE	TIMELINE			PROJECT NOTES	
	START DATE	END DATE	DURATION in days	COMMENTS	
Stake Structures Silt Fence	10/25/21	10/28/21	4		
Install Silt Fence	10/28/21	11/01/21	5		
Mobilize Get Material	11/01/21	11/03/21	3		
Take Outage Circuit 853	11/04/21	11/04/21	1		
Set Frame Poles	11/08/21	11/19/21	12		
Install Conductor	11/22/21	12/03/21	12		
Complete Final Sagging	12/06/21	12/08/21	3		
Remove Existing Wood Structures	12/09/21	12/10/21	2		
Re-Energize Circuit 853	12/10/21	12/10/21	1		
Recycle Material	12/13/21	12/14/21	2		
Final Cleanup	12/15/21	12/16/21	2		
Demobilize	12/17/21	12/17/21	1		

DELIVERY TIMELINE



LIST OF SUBCONTRACTORS

JEA Solicitation Number 1410335046 requires certain major Subcontractors be listed on this form, unless the work will be self-performed by the Company.

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

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

Type of Work	Corporate Name of Subcontractor	Subcontractor Primary Contact Person & Telephone Number	Subcontractor's License Number (if applicable)	Percentage of Work or Dollar Amount
Crane	Sims Crane	Mo Turknett 813-245-6256		10%
Surveying And As-Built	JOHNSON	Dawn Johnson 904-619-6630		1%
Silt Fence	TBD			8%

Signed: Sven Teuber

Company: SPE Group

Address: 10145 103rd Street, Jacksonville, FL 32210

Date: 07/30/2021

CONSTRUCTION AND DEMOLITION DEBRIS DISPOSAL
(See Subsection 1.3.21 Instructions to Bidders)

Construction and demolition debris at the worksite will be disposed of at 8540 Old Kings Road, Jacksonville, FL;

This location is subject to Certificate of Necessity No. 2016-602-E, and is designated by
Public Works Department Permit No. FL-DEP NUMBER - 208772-019.

Sven Teuber

(Signature)

General Manager

(Title)

1410335046-21 Addendum 7 Appendix B Schedule of Values						
Scope	#	ITEM DESCRIPTION	UOM	Quantity	Unit Price	Extended Price
	1	1.1 MOBILIZATION	Lump Sum	1	\$ 11,387.25	\$ 11,387.25
	2	1.2 DEMOBILIZATION	Lump Sum	1	\$ 11,387.25	\$ 11,387.25
	3	1.3 BID BOND	Lump Sum	1	\$ 13,550.55	\$ 13,550.55
Site Preparation	4	2.1 SURVEYING - STAKE PROPOSED SILT FENCE	Lump Sum	1	\$ 6,187.25	\$ 6,187.25
	5	2.2 SURVEYING - STAKE PROPOSED POLE AND GUY ANCHOR LOCATIONS	Lump Sum	1	\$ 6,187.25	\$ 6,187.25
	6	2.3 INSTALL MATTING AS NEEDED	Lump Sum	1	\$ 5,387.25	\$ 5,387.25
Transmission Structures and Hardware Installation/ removal	7	3.1 TRANSPORTATION OF JEA PLATING MATERIALS TO JOB SITE	Lump Sum	1	\$ 7,420.00	\$ 7,420.00
	8	3.2 RETURN UNUSED JEA MATERIALS AND RECYCLE UNWANTED SCRAP	Lump Sum	1	\$ 7,420.00	\$ 7,420.00
	9	3.3 RECEIVE, UNLOAD AND SPOT POLES AND ASSOCIATED HARDWARE	Lump Sum	1	\$ 71,873.57	\$ 71,873.57
	10	3.4 SET AND FRAME CONCRETE POLE #21	Lump Sum	1	\$ 9,967.25	\$ 9,967.25
	11	3.5 SET AND FRAME CONCRETE POLE #22	Lump Sum	1	\$ 9,967.25	\$ 9,967.25
	12	3.6 SET AND FRAME CONCRETE POLE #23	Lump Sum	1	\$ 9,967.25	\$ 9,967.25
	13	3.7 SET AND FRAME CONCRETE POLE #24	Lump Sum	1	\$ 9,967.25	\$ 9,967.25
	14	3.8 SET BOTTOM SECTION OF CONCRETE POLE #25	Lump Sum	1	\$ 9,967.25	\$ 9,967.25
	15	3.9 SET AND FRAME CONCRETE POLE #26	Lump Sum	1	\$ 9,967.25	\$ 9,967.25
	16	3.10 SET AND FRAME CONCRETE POLE #27	Lump Sum	1	\$ 9,967.25	\$ 9,967.25
	17	3.11 SET AND FRAME CONCRETE POLE #28	Lump Sum	1	\$ 9,967.25	\$ 9,967.25
	18	3.12 SET AND FRAME CONCRETE POLE #29	Lump Sum	1	\$ 9,967.25	\$ 9,967.25
	19	3.13 SET AND FRAME CONCRETE POLE #30	Lump Sum	1	\$ 9,967.25	\$ 9,967.25
	20	3.14 SET AND FRAME CONCRETE POLE #31	Lump Sum	1	\$ 9,967.25	\$ 9,967.25
	21	3.15 SET AND FRAME CONCRETE POLE #32	Lump Sum	1	\$ 9,967.25	\$ 9,967.25
	22	3.16 SET AND FRAME CONCRETE POLE #33	Lump Sum	1	\$ 9,967.25	\$ 9,967.25
	23	3.17 SET AND FRAME TOP PORTION OF CONCRETE POLE #25	Lump Sum	1	\$ 9,967.25	\$ 9,967.25
	24	3.18 REMOVE EXISTING STATIC CAST POLES OF STRUCTURE #21	Lump Sum	1	\$ 8,129.09	\$ 8,129.09
	25	3.19 REMOVE EXISTING STATIC CAST POLES OF STRUCTURE #25	Lump Sum	1	\$ 8,129.09	\$ 8,129.09
	26	3.20 REMOVE EXISTING WOOD H-FRAME #22	Lump Sum	1	\$ 8,129.09	\$ 8,129.09
	27	3.21 REMOVE EXISTING WOOD H-FRAME #23	Lump Sum	1	\$ 8,129.09	\$ 8,129.09
	28	3.22 REMOVE EXISTING WOOD H-FRAME #24	Lump Sum	1	\$ 8,129.09	\$ 8,129.09
	29	3.23 REMOVE EXISTING WOOD H-FRAME #26	Lump Sum	1	\$ 8,129.09	\$ 8,129.09
	30	3.24 REMOVE EXISTING WOOD H-FRAME #27	Lump Sum	1	\$ 8,129.09	\$ 8,129.09
	31	3.25 REMOVE EXISTING WOOD H-FRAME #28	Lump Sum	1	\$ 8,129.09	\$ 8,129.09
	32	3.26 REMOVE EXISTING WOOD H-FRAME #29	Lump Sum	1	\$ 8,129.09	\$ 8,129.09
	33	3.27 REMOVE EXISTING WOOD H-FRAME #30	Lump Sum	1	\$ 8,129.09	\$ 8,129.09
	34	3.28 REMOVE EXISTING WOOD H-FRAME #31	Lump Sum	1	\$ 8,129.09	\$ 8,129.09
	35	3.29 REMOVE EXISTING WOOD H-FRAME #32	Lump Sum	1	\$ 8,129.09	\$ 8,129.09
	36	3.30 REMOVE EXISTING WOOD H-FRAME #33	Lump Sum	1	\$ 8,129.09	\$ 8,129.09
	37	3.31 REMOVE EXISTING GUY WIRES AND ANCHORS	Lump Sum	1	\$ 8,129.09	\$ 8,129.09
	38	3.32 REMOVE AND DISPOSE OF EXISTING STATIC CAST POLE LAYING ON THE GROUND	Lump Sum	1	\$ 5,887.25	\$ 5,887.25
	39	3.33 REMOVE AND DISPOSE OF DEBRIS AS DESCRIBED IN TECH SPECS NEAR POLE #29	Lump Sum	1	\$ 6,387.25	\$ 6,387.25
	40	3.34 SET GUY ANCHORS, INSTALL GUYS	Lump Sum	1	\$ 12,870.93	\$ 12,870.93
	41	3.35 GROUND POLES (5 GROUND RODS PER POLE - For all Transmission Poles)	Lump Sum	1	\$ 13,137.25	\$ 13,137.25
Conductor and Wire Installation/ removal	42	4.1 INSTALL, SAG AND TENSION ALL CONDUCTORS / WIRES FROM POLE #20 TO #21	Lump Sum	1	\$ 13,200.80	\$ 13,200.80
	43	4.2 INSTALL, SAG AND TENSION ALL CONDUCTORS / WIRES FROM POLE #21 TO #25	Lump Sum	1	\$ 13,200.80	\$ 13,200.80
	44	4.3 INSTALL, SAG AND TENSION ALL CONDUCTORS / WIRES FROM POLE #25 TO #33	Lump Sum	1	\$ 13,200.80	\$ 13,200.80
	45	4.4 TRANSFER, SAG AND TENSION THREE (3) PHASE CONDUCTORS AND ONE (1) SHIELD WIRE FROM EXISTING STRUCTURE #33 ONTO NEW POLE #33	Lump Sum	1	\$ 13,200.80	\$ 13,200.80
	46	4.5 TEMPORARLY TRANSFER EXISTING C-PHASE CONDUCTOR ONTO NEW POLES AS SHOWN	Lump Sum	1	\$ 13,200.80	\$ 13,200.80
	47	4.6 REMOVE ALL EXISTING CONDUCTORS / WIRES BETWEEN EXISTING STRUCTURES/POLES #20 AND #33	Lump Sum	1	\$ 13,200.80	\$ 13,200.80
	48	4.7 REMOVE ONE (1) EXISTING SHIELD WIRE BETWEEN EXISTING STRUCTURE #33 AND #34A	Lump Sum	1	\$ 13,200.80	\$ 13,200.80
Miscellaneous	49	5.1 RESTORATION	Lump Sum	1	\$ 12,146.25	\$ 12,146.25
	50	5.2 AS-BUILT DRAWINGS	Lump Sum	1	\$ 5,137.05	\$ 5,137.05
	51	5.3 SILT FENCE, EROSION AND SEDIMENT CONTROL ASSEMBLY, INSTALLATION, AND REMOVAL	Lump Sum	1	\$ 78,000.00	\$ 78,000.00
	52	5.4 ADDITIONAL GROUND RODS (FOR EACH ADDITIONAL GROUND ROD, REQUIRED OVER THE BASE SCOPE OF FIVE (5), AS DESCRIBED IN THE TECHNICAL SPECIFICATION)	Per Rod	60	\$ 50.00	\$ 3,000.00
	53	5.5 GROUND WELLS (PER GROUND WELL AS DESCRIBED IN THE TECHNICAL SPECIFICATION) TO BE USED IF REQUESTED BY JEA PROJECT REPRESENTATIVE	Per Well	2	\$ 451.00	\$ 902.00
	54	5.6 MOT (ALLOWANCE) TO BE USED FOR ALL MAINTENANCE OF TRAFFIC	Dollars	10,000	\$ 1.00	\$ 10,000.00
Subtotal Line 1 - 54 Above						\$ 634,022.71
SWA (10% of Subtotal)						\$ 63,402.27
Total Bid Price (Enter this amount on line 1 of the Bid Form)						\$ 697,424.98



Formal Bid and Award System

Award #4 August 26, 2021

Type of Award Request: CONTRACT TERMINATION

Requestor Name: Owens, Katura E. - Mgr Technology Project Mgmt

Requestor Phone: (904) 665-4215

Project Title: Capital Asset Management Software (CAMS) Unifier Purchase, Implementation and Training

Project Number: 8005780

Project Location: JEA

Funds: Capital

Budget Estimate: N/A

Scope of Work:

This purchase was for a Capital Asset Management Software (CAMS) Implementation, and training to enable the efficient delivery of capital assets and support the Enterprise Asset Management (EAM) initiative. The capital asset project delivery groups currently rely on a system of spreadsheets, access databases, email, ad-hoc reports and a network drive to manage all aspects of project management and capital asset delivery at JEA. The information and business requirements to deliver even a small capital project are significant and not suited to management by email or spreadsheets. This solution accommodates current JEA work processes required to deliver capital projects.

JEA IFB/RFP/State/City/GSA#: 068-19, CPA 184453

Purchasing Agent: Dambrose, Nick

Is this a Ratification?: No

COMPANY:

Name	Contact Name	Email	Address	Phone	Amount
ORACLE, INC.	Cory Davis	Cory.davis@oracle.com	500 Oracle Parkway Redwood Shores, CA 94065	(425) 890 2168	N/A

Background/Recommendations:

Originally competitively bid and approved by Awards Committee on 09/14/2019. A copy of all previous awards are attached as backup.

This is a request for termination without cause of the Capital Asset Management Software (CAMS) Unifier Purchase, Implementation and Training project and contract with Oracle Inc. The JEA business no longer wants to move forward with modified scope and stakeholders to meet the requirements. The total cost for services spent to date is \$1,273,966.54 and \$209,384.73 pending payment for a total of \$1,483,351.27. On 08/12/2021 the ERP Steering Committee decided to cancel the project in support of the recommendation of the project's business sponsor due to a lack of bandwidth to support the effort for another 9 – 12 months and potentially between \$672,904.00 to \$1,738,580.00 in additional cost required for completion. There were also business concerns raised

that the products' ability to be customized to meet the business requirements may not have provided the efficiencies expected. The steering committee presentation is attached as backup.

The project kick-off in November of 2019 included an implementation scope of Oracle's Primavera Cloud Products (Unifier and Portfolio). The first two months were spent attempting to develop a Proof of Concept (POC)/Quick Win for which it was determined there were too many dependencies related to the Costing process that required additional effort to design. The POC was abandoned and the team focused on analyzing the requirements in support of the end-to-end processes of the Unifier/OPC scope.

In May and June 2020 a high level configuration identifying how the requirements would be met was approved. The project team moved forward with the effort of developing business processes (BPs) and objects in support of the agreed upon configurations for the Unifier product. These BPs and objects were developed and validated over six months, July 2020 – Jan 2021. The Unifier and P6 technical integration design effort went on in parallel between July 2020 and February 2021. The integration deliverables were completed/tested and approved in May 2021.

The Oracle Primavera Cloud design/configuration effort began in Dec. 2020 and continued through June 2021 (minus a six week pause between late February 2021 and mid-April 2021.) During that time, additional effort was spent validating and prototyping Unifier design as well reporting requirements. The Unifier and Portfolio Cloud Functional Designs were approved and validated via testing between June 2021 and July 2021.

Below are the specific risks of proceeding further with the project:

Risks	Lack of support of Capital Budget Planning group required
Risks	Potential TCO Impact: <ul style="list-style-type: none">➤ Annual increase by minimum - \$35K for Master Services Agreement (MSA)➤ Increase Human Resource (Business/Technical) - \$250K
Business Concerns	Post Go Live <ul style="list-style-type: none">➤ Skilled Resources – Availability➤ Support Model – Managed Services
Technical Concerns	Post Go Live <ul style="list-style-type: none">➤ Cloud Support Model Best Practices➤ Project Integration Framework (PIF) – Managed Services

Request approval of a contract Termination for Convenience for JEA Contract No. 184453 with Oracle Inc.

Director: Edgar, Cindy L. - Dir Eng Systems & PMO

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

APPROVALS:

Chairman, Awards Committee

Date

Budget Representative

Date



Formal Bid and Award System

Award #11 November 19, 2020

Type of Award Request: CHANGE ORDER**Requestor Name:** Owens, Katura E. - Mgr Technology Project Mgmt**Requestor Phone:** (904) 665-4215**Project Title:** Capital Asset Management Software (CAMS) Unifier Purchase, Implementation and Training**Project Number:** 8005780**Project Location:** JEA**Funds:** Capital**Budget Estimate:** \$2,000,000.00 (\$235,579.57 current funds available)**Scope of Work:**

This purchase is for a Capital Asset Management Software (CAMS) Implementation, and training to enable the efficient delivery of capital assets and support the Enterprise Asset Management (EAM) initiative. The capital asset project delivery groups currently rely on a system of spreadsheets, access databases, email, ad-hoc reports and a network drive to manage all aspects of project management and capital asset delivery at JEA. The information and business requirements to deliver even a small capital project are significant and not suited to management by email or spreadsheets. This solution accommodates current JEA work processes required to deliver capital projects.

JEA IFB/RFP/State/City/GSA#: 068-19**Purchasing Agent:** Dambrose, Nick**Is this a Ratification?:** No**RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
ORACLE, INC.	Cory Davis	Cory.davis@oracle.com	500 Oracle Parkway Redwood Shores, CA 94065	(425) 890 2168	\$189,510.00

Amount of the Original Award: \$954,488.00**Date of the Original Award:** 09/12/2019**Change Order Amount:** \$189,510.00**List of Previous Change Order Amendments**

CPA #	Amount	Date
184453	\$210,715.00	11/21/2019

Length of Contract: Project Completion**New Not to Exceed Amount:** \$1,354,713.00**End Date (mm/dd/yyyy):** Project Completion**JSEB Requirement:** None. JSEBs were reviewed and no opportunities are available.

Background/Recommendations:

Originally bid and approved by Awards Committee on 09/14/2019 in the amount of \$954,488.00 to Oracle, Inc. A change order request in the amount of \$210,715.00 was completed on 11/21/2019 for additional funds related to the one-time implementation and integrating of Oracle Unifier Capital Portfolio. A copy of the original award and previous change order is attached as backup.

This change order request is for additional scope and \$189,510.00 in additional funds for:

1. Staffing changes for information security compliance to minimize JEA's risk of compromised information security by requiring that all staffing be provided from within the US vs. the current staffing offshore.
2. JEA is requesting to add seven (7) integration interfaces because additional business requirements have been discovered since the original statement of work was awarded.
3. The addition of Oracle Managed Services Agreement (MSA) in support of the Project Integration Framework (PIF) that allows JEA internal resources to better learn the technology. The PIF skillset is currently unavailable to JEA. JEA's need for managed services was discovered during the project.

The cost of these three additions are offset by a combined credit in the amount of \$65,000.00 for travel related budgeted expenses for unused remote services. The costs for this change order request are detailed below:

Amendment	Original	Change	Variance
1. Staffing Changes <ul style="list-style-type: none">• Original integration staff plan = blended resourcing• Updated integration staff plan = all onshore resourcing	\$190,715.00	\$249,448.60	\$58,733.60
2. Add seven (7) integration interfaces to existing scope of services <ul style="list-style-type: none">• All onshore resourcing	\$0.00	\$161,444.40	\$161,444.40
3. Add Oracle Managed Services Agreement for integration interfaces (PIF) Year 1 to Scope of Service	\$0.00	\$34,332.00	\$34,332.00
4. Credit unused estimated expenses – Exhibit 1 Services being performed remotely	\$65,000.00	\$16,000.00	(\$49,000.00)
5. Credit unused estimated expenses – Exhibit 2 being performed remotely	\$20,000.00	\$4,000.00	(\$16,000.00)
Change Order Request Total	\$275,715.00	\$465,225.00	\$189,510.00

The professional services hourly rates for onshore resources to be utilized for the staffing changes and integrations are the same as the rates approved with the original award. JEA received both onshore and offshore rates originally. For comparison, the Project Integration Framework (PIF) MSA service agreement costs are less than JEA's current costs for similar services for Oracle Unifier. The new vendor quote is attached as backup.

Request approval to award a change order to Oracle, Inc. for Oracle CAMS Unifier project related to staffing changes, additional interfaces and Oracle managed services in the amount of \$189,510.00, for a new not-to-exceed amount of \$1,354,713.00, subject to the availability of lawfully appropriated funds.

Director: Edgar, Cindy L. - Dir Eng Systems & PMO

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

APPROVALS:

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

Award #15 November 21, 2019

Type of Award Request: CHANGE ORDER
Request #: 6522
Requestor Name: Owens, Katura E. - Mgr Technology Project Mgmt
Requestor Phone: (904) 665-4215
Project Title: Capital Asset Management Software (CAMS) Purchase, Implementation and Training
Project Number: 8004981
Project Location: JEA
Funds: Capital
Budget Estimate: \$1,800,000.00

Scope of Work:

This purchase is for a Capital Asset Management Software (CAMS) Implementation, and training to enable the efficient delivery of capital assets and support the Enterprise Asset Management (EAM) initiative. The capital asset project delivery groups currently rely on a system of spreadsheets, access databases, email, ad-hoc reports and a network drive to manage all aspects of project management and capital asset delivery at JEA. The information and business requirements to deliver even a small capital project are significant and not suited to management by email or spreadsheets. This solution will accommodate current JEA work processes required to deliver capital projects.

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

- Financial: This purchase seeks to improve JEA's financial value with the efficiencies above for better management of capital asset projects.

JEA IFB/RFP/State/City/GSA#: 068-19
Purchasing Agent: Dambrose, Nickolas C.
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
ORACLE, INC.	Cory Davis	cory.davis@oracle.com	500 Oracle Parkway Redwood Shores, CA 94065	(425) 890 2168	\$210,715.00

Amount of the Original Award: \$954,488.00
Date of the Original Award: 09/12/2019
Change Order Amount: \$210,715.00
Length of Contract: Project Completion
New Not to Exceed Amount: \$1,165,203.00
End Date (mm/dd/yyyy): Project Completion

JSEB Requirement:

None. No JSEBs available.

Background/Recommendations:

Originally bid and approved by Awards Committee on 09/14/2019 in the amount of \$954,488.00 to Oracle, Inc. A copy of the original award is attached as backup.

This change order request is for \$210,715.00 in additional funds related to the one-time implementation and integrating of Oracle Unifier Capital Portfolio. Following the initial award, JEA and Oracle conducted a deep dive workshop into the Portfolio Management functionality. During the workshop JEA determined the need for five (5) additional project templates and automated integration interfaces which was new scope that increased the deliverables and associated effort. The original scope of the solicitation only included one project template and manual integrations.

For information only and not part of this award, this change order request will also result in a separate increase of \$34,983.00 in annual software licensing cloud subscription cost from \$179,478.00 to \$214,461.00. The software licensing cloud subscription is not a multiyear commitment past year one (1) and therefore this shall be awarded informally and separately on an annual basis. JEA will be locked in at this price for optional annual renewals in years two (2) and three (3). The year four (4) optional annual renewal will increase by ten (10%) percent.

This purchase has already been approved by Technology Projects Committee (TPC) and has come in under budget.

068-19 – Request approval to award a change order to Oracle, Inc. for Capital Portfolio Licenses and related implementation, maintenance, support, and training of Capital Asset Management System (CAMS) for \$210,715.00, a new total not-to-exceed amount of \$1,165,203.00 subject to the availability of lawfully appropriated funds.

Manager: Owens, Katura E. - Mgr Technology Project Mgmt

Director: Edgar, Cindy L. - Dir Eng Systems & PMO

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

APPROVALS:



Chairman, Awards Committee **Date** 11/21/19



Manager, Capital Budget Planning **Date** 11/21/19



ORDERING DOCUMENT

Customer Name: JEA
Customer Address: 21 West Church Street
Jacksonville, FL 32202

Oracle America, Inc.
500 Oracle Parkway
Redwood Shores, CA 94065

ORACLE CONTRACT INFORMATION

Agreement: Oracle Master Agreement General Terms Reference US-OMA-271987 and Schedule C-Cloud

Ordering Document Number: US-9286588

This order incorporates by reference the terms of the agreement specified above and all amendments thereto (the "Master Agreement"). As used in this order, "you" or "your" shall refer to the customer as defined in the Master Agreement. The following terms, as used in this order and the Master Agreement, whether or not capitalized, shall have the same meaning: "Agreement" and "Master Agreement"; "You" and "Your" and "Customer"; "Ordering Document" and "order"; "Services" and "services".

A. SERVICES

You have ordered the services listed below in the table and detailed in the attached exhibit(s), which are incorporated herein by reference.

All fees on this order are in US Dollars.

Services	Reference	Fees	Estimated Expenses	Total Fees and Estimated Expenses
Time and Materials Services	Exhibit 1	\$889,488.00	\$65,000.00	\$954,488.00
Time and Materials Services	Exhibit 2	\$190,715.00	\$20,000.00	* \$210,715.00
Total Fees and Estimated Expenses				\$1,165,203.00

B. ORDER TERMS

- * JEA reserves the right to cancel this portion of the Order if not approved by the JEA Awards Committee. If approval is not received, JEA may cancel this portion at no additional cost.
- Payment Terms. Fees and expenses are in accordance with the referenced exhibit(s). All fees payable to Oracle are due within 30 calendar days from the invoice date. Invoices for services performed under separate exhibits may be provided separately. Fees for any time and materials engagements listed above (if any) are estimated fees, as detailed in the referenced time and material services exhibit(s).

- Segmentation.

The purchase of any Products and related Service Offerings or other Service Offerings are all separate offers and separate from any other order for any Products and related Service Offerings or other Service Offerings You may receive or have received from Oracle. You understand that You may purchase any Products and related Service Offerings or other Service Offerings independently of any other Products or Service Offerings. Your obligation to pay for (a) any Products and related Service Offerings is not contingent on performance of any other Service Offerings or delivery of any other Products or (b) other Service Offerings is not contingent on delivery of any

Products or performance of any additional/other Service Offerings. You acknowledge that You have entered into the purchase without reliance on any financing or leasing arrangement with Oracle or its affiliate.

3. Contact Information.

Oracle Consulting Sales Contact:

Name:	Cory Davis
Address:	411 108 th Avenue NE, Suite 900 Bellevue, WA 98004
Phone:	(425) 890-2168
Fax:	N/A
Email:	cory.davis@oracle.com

Your Billing/Accounts Payable Contact:

Name:	Katura Owens
Address:	21 West Church Street Jacksonville, FL 32202
Phone:	(904) 665-4215
Fax:	N/A
Email:	owenke@jea.com

4. Order of Precedence.

In the event of any inconsistencies between (i) the Master Agreement and this order, this order shall take precedence, and (ii) this order (excluding exhibits) and any attached exhibits, the exhibits shall take precedence.

5. Change Control Process.

Any request for any change in services must be in writing; this includes requests for changes in project plans, scope, specifications, schedule, designs, requirements, service deliverables, software environment, hardware environment or any other aspect of your order. Oracle shall not be obligated to perform tasks related to changes in time, scope, cost, or contractual obligations until you and Oracle agree in writing to the proposed change in an amendment to this order and/or applicable exhibit(s).

6. Force Majeure.

Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); or other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than thirty (30) days, either of us may cancel unperformed services upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or your obligation to pay for services provided.

7. Export.

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the programs and hardware (including any integrated software and operating system(s)). You agree that such export laws govern your use of the programs (including technical data), hardware (including any integrated software and operating system(s)) and any services deliverables provided under this order, and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, program, hardware (including any integrated software and operating system(s)) and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

8. Relationship Between Parties.

Oracle is an independent contractor and we agree that no partnership, joint venture, or agency relationship exists between us. We each will be responsible for paying our own employees, including employment related taxes and insurance. If while performing services Oracle requires access to other vendor's products that are part of your system, you will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on your behalf.

9. Rights Granted / Restrictions.

Upon payment hereunder, and subject to the terms of this order and the Master Agreement, You have the non-exclusive, non-assignable, royalty free, perpetual (but only in the case of deliverables for an on premise license), worldwide (subject to any applicable restrictions under US export laws), limited right to access and use, for Your internal business operations, the services that You ordered under this order and anything developed by Oracle and delivered to You under this order ("services and deliverables"). You may allow Your agents and contractors to use the services and deliverables for this purpose and You are responsible for their compliance with this order in such use. Oracle or its licensors retain all ownership and intellectual property rights to the services and deliverables, including derivative works thereof. You do not acquire any right or license to use, or allow Your Users in the case of a managed/hosted environment, to use, any service or deliverable in excess of the scope (including but not limited to the specified service environment) or duration of the services and deliverables ordered hereunder. The services and deliverables may be related to Your license to use products owned or distributed by Oracle which You acquire under a separate order. The agreement referenced in that order shall govern Your use of such products.

10. Ordering Document Definitions.

10.1 **"Professional Services"** means, collectively, the consulting and other professional services which you have ordered under this order.

10.2 **"Services"** for purposes of this order shall have the same meaning as the term "Professional Services". Accordingly, notwithstanding any provision or interpretation of the Master Agreement to the contrary, for purposes of this order, the term "Services" does not include any Cloud Services.

10.3 **"Service Specifications"** as used in the Master Agreement means any exhibit(s) attached to this order.

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11. Services Privacy/Services Security.

In performing the Services under this order, Oracle will comply with the (a) Oracle Services Privacy Policy available at <http://www.oracle.com/legal/privacy/services-privacy-policy.html> and (b) Oracle Consulting & Advanced Customer Services Security Practices available at <https://www.oracle.com/corporate/contracts/consulting/policies.html>. Both documents are incorporated herein by reference. Oracle may update such policy and practices to reflect changes in, among other things, laws, regulations, rules, technology, and industry practices. Such updates will not materially reduce the level of performance, functionality, security, or availability of the Services. You agree to restrict Oracle's access to any content or information that imposes privacy, security or regulatory obligations greater than those specified in this order.

12. Additional Third Party Subprocessors for Oracle Consulting.

To the extent You provide personal information to Oracle as part of Oracle's provision of services under this order, Oracle will comply with the applicable version of the Oracle Data Processing Agreement for Oracle Services. The version of the Data Processing Agreement applicable to Your order is available at <https://www.oracle.com/corporate/contracts/cloud-services/contracts.html#data-processing> and is incorporated herein by reference.

For the services specified in this order, in addition to the Third Party Subprocessors listed on My Oracle Support, the following Third Party Subprocessors may also process Your personal information:

Third Party Subprocessor	Location	Type of Service
N/A	N/A	N/A

This quote is valid through 30-NOV-2019 and shall become binding upon execution by you and acceptance by Oracle.

JEA

Authorized Signature: _____

Name: _____

Title: _____

Signature Date: _____

Ordering Document Effective Date: _____

{To be completed by Oracle}

ORACLE AMERICA, INC.

Authorized Signature: _____

Name: _____

Title: _____

Signature Date: _____



TIME AND MATERIALS EXHIBIT

ORACLE CONTRACT INFORMATION

Customer Name: JEA
Ordering Document Number: US-9286588
Exhibit Number: Exhibit 1

This exhibit incorporates by reference the terms of the ordering document specified above.

1. Description of Services.

Oracle will provide up to five hundred twenty one (521) total person days to assist you with the design, configuration, testing, and production release of Primavera Unifier Cloud Service and Primavera Analytics Cloud Service as a capital asset management system to include:

A. Manage

1. Working with your designated project manager weekly in the areas of work planning, resource management, delivery management, cost control, and status reporting for both exhibits to this agreement

B. Inception

1. Conducting a three (3) day project mobilization workshop to transition use case and requirements discovery, and artifacts from the pre-sales team to the delivery team for review and organize project delivery roles and responsibilities;
2. Coordinating and collaborating with your designated project manager on project kick off activities including:
 - a. Preparing a draft project management plan consisting of the following components:
 1. Scope management strategy;
 2. Issue management strategy;
 3. Change management strategy;
 4. Communication strategy;
 5. Project status reporting template; and
 6. Preliminary project workplan.
 - b. Preparing a project kickoff executive summary for your project stakeholders describing the project goals, scope, high level schedule, constraints, assumptions, obligations, and resources required in a Microsoft PowerPoint format.
3. Organizing and facilitating a five (5) day conceptual design workshop for your core implementation team participants to review and align on our mutual understanding of your high level functional area business requirements including:
 - a. Project ideation;
 - b. Project concept development;
 - c. Project prioritization;
 - d. Portfolio monitoring;
 - e. Project funding management;
 - f. Project phase gating;
 - g. Project budget management;
 - h. Project bid management;
 - i. Project commitment management;
 - j. Project change management;
 - k. Project payment management;

- l. Project monitoring;
 - m. Project collaboration;
 - n. Project record; and
 - o. Systems integration.
4. Consolidating the information gathered during the requirements session(s) and documenting a Solution Architecture document that describes the overall mapping of your functional requirements to application capabilities for your review and approval.

C. Elaboration

1. Defining a detailed functional design for the configuration of the application to include:
 - a. Conducting a fifteen (15) day functional design workshop for your core implementation team participants to review and discuss your requirements for an inventory of implementation functional objects described in section 1.H.1 below.
 - b. Documenting detailed design artifacts which describe your preferences on the configuration of application objects including:
 1. The number and type of data fields;
 2. Data field labels;
 3. Data picklist/pulldown values;
 4. The arrangement of data on the form;
 5. Required workflow actions; and
 6. Required steps in the workflow.
 - c. Mapping an inventory of your post design implementation objects to a Must Have/Should Have/Could Have/Won't Have ("MoSCoW") prioritization matrix for the purpose of creating a hierarchy of needs for the implementation.
2. Organizing and facilitating a change control workshop for your core implementation team participants to review and discuss your direction on omissions, gaps, requested additions, or recommended changes to the Solution Architecture document identified by Oracle;
3. Assisting you with planning for work streams you will manage to include:
 - a. Conducting a one (1) day User Adoption Strategy workshop for your core implementation team participants to discuss your Organizational Change Management ("OCM") approach for:
 1. Change communication;
 2. Early adopter programming; and
 3. Difficult adopter programming.
 - b. Conducting a one (1) day Testing Strategy workshop for your core implementation team participants to discuss your approach for execution of System Integration Testing ("SIT") and User Acceptance Testing ("UAT");
 - c. Conducting a one (1) day Data Migration Strategy workshop for your core implementation team participants to review, discuss, and inform your legacy data migration planning; and
 - d. Conduct a one (1) day User Training Strategy workshop for your core implementation team participants to discuss your approach for delivery of application training for your end user community(s).
4. Producing a detailed project workplan for the prototype configuration, testing, and deployment of the application based on the prioritization of your detailed configuration requirements

D. Construction

1. Configuring up to the fifty-four (54) total application functional objects listed in section 1.H.1.
2. Facilitating up to three (3) prototype review session(s) per functional object for your core implementation team participants to capture mutually agreed to iterative modification(s) to the baseline object design
3. Performing iterative unit testing on all prototype objects
4. Enabling the standard data transfer from your Unifier business process objects to Primavera Analytics
5. Configuring up to six (6) project templates identified as:
 - a. Phase Gate Model 1;

- b. Phase Gate Model 2;
 - c. Phase Gate Model 3;
 - d. Phase Gate Model 4;
 - e. Reimbursable Projects; and
 - f. Bucket Projects.
6. Conducting a one (1) day Users/Groups/Permissions workshop for your core implementation team participants to discuss and document your application:
 - a. User roles;
 - b. Role based permissions; and
 - c. Role based navigation preferences.
 7. Configuring your application user roles, your role based permissions, and your role based navigation preferences.

E. Transition

For each of limited “quick win” early production release of select application objects; a “soft launch” production release of all in-scope application objects, and; a “go live” production release of all in-scope application objects:

1. Staging a testing configuration for your system testing activities each release;
2. Demonstrating loading sample data to the testing configuration(s) for each release; and
3. Reviewing, providing recommended remedy for, and resolving defects or deficiencies in the configured system for up to two (2) UAT test/retest cycles per release.

F. Production

For each of: a limited “quick win” early production release of select application objects; a “soft launch” production release of all in-scope application objects, and; a “go live” production release of all in-scope application objects:

1. Assisting you with organizing your production release activities for up to three (3) production releases to include:
 - a. Finalizing the application configuration as mutually agreed to for migration to a production environment for each release;
 - b. Migrating the mutually agreed to application configuration to a production environment for each release;
 - c. Resolving defects or deficiencies in the production configuration identified during your production migration validation for each release; and
 - d. Guiding your migration of legacy data to the production environment for each release.
2. Providing an allowance of one hundred sixty (160) total hours of ad hoc services for maintaining the operational state of the application objects put into production prior to full/final production go-live.

G. Enablement

1. Delivering instructor lead classroom delivery of Oracle Primavera Unifier system administrator training for up to twelve (12) participants on site at your facility, to include:
 - a. A single four (4) day Primavera Unifier Administration course;
 - b. A single four (4) day Primavera Fundamentals of Unifier Designer course; and
 - c. A single two (2) day Primavera Unifier Reports and Dashboards course.
2. Delivering a single two (2) day Unifier Reports and Dashboards workshop for up to six (6) participants on site at your facility to familiarize your core team with creating system outputs against data structure specific to your configuration;
3. Delivering a single two (2) day Analytics workshop for up to six (6) participants on site at your facility to familiarize your core team with preconfigured application outputs and creating custom reports and dashboards;
4. Creating up to sixty (60) screen capture step-by-step “how to” user training materials for your configured application objects;
5. Assisting you with delivering end-user training including:

- a. Conducting a single (1) five day Trainer Orientation workshop for up to six (6) participants on site at your facility to familiarize your training delivery team with the materials created in section 1.G.4. (Train-the-Trainers);
 - b. Delivering one (1) end-user training class for up to twelve (12) participants on site at your facility; and
 - c. Providing an Oracle resource in attendance for your delivery of two (2) end user training classes on site at your facility.
6. Conducting a single one (1) day governance model workshop for your core implementation team participants to discuss and guide your go forward enterprise application support strategy;
 7. Providing an allowance of up to one hundred sixty (160) total hours of ad hoc services for post go-live stabilization support of the full roll-out of the application and onboarding of your system administrators to include:
 - a. enabling your production support team on the use and administration of the application via information sharing, demonstration, coaching, teaching, preparing documentation, etc. as requested

H. Conceptual Implementation Functional Objects

1. Fifty-four (54) total application objects:
 - a. Three (3) unifier company level business process objects:
 1. Strategic initiatives;
 2. Vendors; and
 3. Vendor evaluations.
 - b. Four (4) unifier company level managers:
 1. Phase gates;
 2. Funding manager;
 3. Portfolio manager; and
 4. Programs.
 - c. Forty (40) Unifier project business process objects:
 1. Project request;
 2. Project concept;
 3. Strategic alignment;
 4. Project information;
 5. Project shell;
 6. Project landing page;
 7. Estimates;
 8. Approved budget;
 9. Budget adjustment;
 10. Budget change;
 11. Authorized funding expenditure;
 12. Request for bid;
 13. Notice to proceed;
 14. Blanket agreements;
 15. Work authorizations;
 16. Purchase orders;
 17. Contracts;
 18. Change requests;
 19. Supplemental work authorizations;
 20. Trends;
 21. Change orders;
 22. Invoices;
 23. Pay applications;
 24. Actuals;
 25. Daily reports;

26. Safety audits;
27. Incident reports;
28. Monthly reports;
29. Meeting minutes;
30. Action items;
31. Request for information;
32. Closeout checklist;
33. Punchlists;
34. Lessons learned;
35. Permits;
36. Design reviews;
37. Drawings;
38. Drawing sets; and
39. Submittals.
40. Submittal Packages
- d. Five (5) unifier project level managers:
 1. Funding sheet;
 2. Cost sheet;
 3. Cash flow;
 4. Schedule manager; and
 5. Document manager.
- e. Two (2) Analytics project visualization outputs:
 1. Prioritization scorecard; and
 2. Portfolio What if (via Data Visualization Desktop).

2. Your Obligations and Project Assumptions.

You acknowledge that Your timely provision of and access to office accommodations, facilities, equipment, assistance, cooperation, complete and accurate information and data from Your officers, agents, and employees (collectively, “cooperation”) are essential to the performance of any Services as set forth in this exhibit. Oracle will not be responsible for any deficiency in performing Services if such deficiency results from Your failure to provide full cooperation.

You acknowledge that Oracle’s ability to perform the Services and any related estimate depends upon Your fulfillment of the following obligations and the following project assumptions:

A. Your Obligations.

1. Obtain Cloud Services under separate contract prior to the commencement of Services under this exhibit and maintain such Cloud Services for the duration of the Services provided under this exhibit.
2. Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
3. Provide, for all Oracle resources performing Services at Your site, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing Services in the workspace, and ergonomically correct work stations, etc.).
4. Provide any notices, and obtain any consents, required for Oracle to perform Services.
5. Limit Oracle’s access to any production environment or shared development environments to the extent necessary for Oracle to perform Services.
6. As required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on site.
7. If while performing Services Oracle requires access to other vendor’s products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.

8. Conduct the project collaboratively with Oracle according to the mutually agreed upon project workplan.
9. Participate in unit testing of application functional objects configured for your review.
10. Organize, manage, and perform all testing required by you, including, but not limited to:
 - a. Outlining all necessary testing strategy, establishing a testing plan, facilitating the testing conditions, and documenting expected test results;
 - b. Executing test scripts/user scenarios according to the test plan and documenting the achieved results; and
 - c. Perform all test result analysis.
11. Extract, cleanse, consolidate, transform (collectively convert) your legacy data.
12. Migrate your legacy data to the production environment.
13. Perform all data validation for your migrated data.
14. Organize, manage, and deliver all organizational change management activities for your user community(s).
15. Establish post-go-live support, including that required to report issues and defects, and to fix, test, migrate and promote the resolution of such issues and defects

B. Project Assumptions.

1. Payment to Oracle will be for all of the hours spent performing Services and is not tied to any task outputs.
2. A person day is defined as one (1) person working eight (8) hours.
3. The scope of services is for standup and deployment of a single instance of the application(s) with two (2) environments (Non-prod and prod).
4. The estimated timeline, work effort, and fees to perform the services assume a standard Oracle Unified Methodology (“OUM”) implementation phasing/rollout schedule. Changes requested to the sequence, scope, resources, product, or functionality may change the timeline, work effort, and fee estimated for the project is subject to the Oracle Change Control process.
5. You and Oracle will work together to mutually agree upon a baseline project workplan, including schedule tasks and timeframes.
6. The services may be performed at your facility in Jacksonville, FL and/or remotely from Oracle locations as mutually agreed to, subject to the reimbursement of all travel related expense for Oracle resources.
7. Oracle’s standard format is acceptable for any documentation prepared during the performance of services.
8. During the activity described in 1.C.1.b above, Oracle will review preconfigured application content with your core implementation team participants and document the modification(s) requested by your team
9. Your core implementation team for any Oracle organized activities is capped at twelve (12) total participants for orderly and timely conduct of tasking; you may request participation by larger groups subject to the Oracle Change Control process.
10. Anything not expressly listed in the description of services is not included in the scope of, or estimated fees for, services. Items identified as out of scope include, without limitation, the following; the following is not an exhaustive list. Some of this work may be added to the scope at an additional cost.
 - a. Custom application development necessary to provide features and or functionality not currently commercially available in the Oracle application(s) being implemented.
 - b. Cloud Single Sign On/Active Directory/Lightweight Directory Access Protocol integration (by Oracle Cloud Services).
 - c. Design, configuration, testing and deployment of a unifier service request portal.
 - d. Modification, testing, and deployment of preconfigured reports and dashboards.
 - e. Design, configuration, testing, and deployment of custom reports and dashboards.
 - f. Application accessibility compliance services.
 - g. Management and performance of acceptance testing.
 - h. Extraction, cleansing, consolidation, transformation (collectively “Conversion”) of your legacy data.
 - i. Migration of legacy data other than sample data for testing purposes.
 - j. Migrated data validation.
 - k. Creation of user job aids, instruction manuals, or user help files other than user training materials provided for herein.
 - l. Delivery of system administrator and or end user training other than provided for herein.

- m. System performance testing or tuning.
- n. Post go live support of the configured system except as otherwise provided for herein.

3. Rates, Estimated Fees and Expenses, and Taxes.

A. The Services specified above are provided on a time and materials ("T&M") basis; that is, subject to the terms of this section, You shall pay Oracle for all of the time spent performing such Services, plus materials, taxes and expenses.

B. U.S. Resource Rates.

For a period of eighteen (18) months from the effective date of the ordering document, the Services described above will be provided at the rates set forth below. Thereafter, unless otherwise agreed by You and Oracle in writing, Services performed under this exhibit will be provided at Oracle's standard consulting rates in effect when Services are performed.

Resource Level	Hourly Rate
8 - Practice/Tech Director	\$345.00
7 - Practice/Tech Manager	\$297.56
6M - Managing Principal Consultant	\$253.92
6T - Senior Principal Consultant	\$253.92
5 - Principal Consultant	\$222.18
4 - Senior Consultant	\$169.28
3 - Staff Consultant	\$147.20
2 - Associate Consultant	\$110.40

C. India Resource Rates.

For a period of eighteen (18) months from the effective date of the ordering document, Services performed under this exhibit that are performed by India resources will be provided at the rates set forth in the table below. Thereafter, unless otherwise agreed by You and Oracle in writing, services performed under this exhibit by India resources will be provided at Oracle's standard India international hourly rates in effect when Services are performed.

Resource Level	Hourly Rate
8 - Practice/Tech Director	\$129.49
7 - Practice/Tech Manager	\$111.68
6M - Managing Principal Consultant	\$103.59
6T - Senior Principal Consultant	\$103.59
5 - Principal Consultant	\$90.64
4 - Senior Consultant	\$74.46
3 - Staff Consultant	\$64.74
2 - Associate Consultant	\$48.56

D. UK Resource Rates.

For a period of eighteen (18) months from the effective date of the ordering document, Services performed under this exhibit that are performed by UK resources will be provided at the rates set forth in the table below. Thereafter, unless otherwise agreed by You and Oracle in writing, services performed under this exhibit by UK resources will be provided at Oracle's standard UK international hourly rates in effect when Services are performed.

Resource Level	Hourly Rate
8 - Practice/Tech Director	\$345.00
7 - Practice/Tech Manager	\$297.56

6M - Managing Principal Consultant	\$253.92
6T - Senior Principal Consultant	\$253.92
5 - Principal Consultant	\$222.18
4 - Senior Consultant	\$169.28
3 - Staff Consultant	\$147.20
2 - Associate Consultant	\$110.40

E. Colombia Resource Rates.

For a period of eighteen (18) months from the effective date of the ordering document, Services performed under this exhibit that are performed by Colombia resources will be provided at the rates set forth in the table below. Thereafter, unless otherwise agreed by You and Oracle in writing, services performed under this exhibit by Colombia resources will be provided at Oracle's standard Colombia international hourly rates in effect when Services are performed.

Resource Level	Hourly Rate
8 - Practice/Tech Director	\$165.00
7 - Practice/Tech Manager	\$142.31
6M - Managing Principal Consultant	\$132.00
6T - Senior Principal Consultant	\$132.00
5 - Principal Consultant	\$115.50
4 - Senior Consultant	\$94.88
3 - Staff Consultant	\$82.50
2 - Associate Consultant	\$61.88

F. Fees and Expenses.

All fees and expenses will be invoiced monthly. The fee estimate for labor performed under this exhibit is \$889,488.00; the estimate for expenses is an additional \$65,000.00. These estimates and any other estimates related to this exhibit are intended only to be for Your budgeting and Oracle's resource scheduling purposes; these estimates do not include taxes. Oracle will invoice You for actual time spent performing the Services, plus materials, taxes and expenses, provided, however, Oracle will cease performing Services once the fee estimate is reached, unless You and Oracle agree in writing that Oracle will continue to provide Services on a T&M basis as described herein.

G. Compensatory Tax.

The parties acknowledge that temporary living reimbursements to Oracle provided resources(s) may be deemed compensatory under federal, state, and local tax laws if a resource's assignment in a particular location will exceed or has exceeded one year. Where reasonably possible, Oracle will plan with You to limit the duration of a resource's assignment in a particular location to less than one year. If the requirements of the Services are such that it becomes necessary for a resource's Services in a particular location to continue for a year or more and as a result, the reimbursement of such resource's living expenses are deemed compensatory for tax purposes, then, You agree to pay Oracle the amount of additional compensation provided to such resource to compensate for taxes imposed.

4. Project Management.

You and Oracle each agree to designate a project manager who shall work together with the other party's project manager to facilitate an efficient delivery of Services.



TIME AND MATERIALS EXHIBIT

ORACLE CONTRACT INFORMATION

Customer Name: JEA
Ordering Document Number: US-9286588
Exhibit Number: Exhibit 2

This exhibit incorporates by reference the terms of the ordering document specified above.

1. Description of Services.

Oracle will provide up to one hundred twenty-three (123) total person days to assist you with the design, configuration, testing, and production release of automated integration interfaces utilizing the Primavera Project Integration Framework ("PIF") utility to include:

A. Inception

1. Facilitating a technical design kickoff meeting for your core implementation team participants to review the statement of work, project approach, roles and responsibilities, and critical milestone dates.
2. Conducting a four (4) day requirements discovery workshop for your core implementation team participants to define a detailed technical design for up to ten (10) total integration interfaces conceptualized as:
 - a. Primavera P6/Primavera Unifier integration:
 1. Inbound P6 to Unifier Activity Sheets.
 - b. Oracle Enterprise Business Suite ("EBS")/Primavera Unifier integration
 1. Inbound EBS to Unifier Vendors;
 2. Inbound EBS to Unifier Project Financial Metadata;
 3. Inbound EBS to Unifier Project Budget;
 4. Inbound EBS to Unifier Project Budget Changes;
 5. Inbound EBS to Unifier Purchase Orders;
 6. Inbound EBS to Unifier Contracts;
 7. Inbound EBS to Unifier Change Orders;
 8. Inbound EBS to Unifier Actuals; and
 9. To be named EBS/Unifier Interface.

B. Elaboration

1. Authoring an Integration Design Specification document describing an integration architecture overview, data process flow diagram, and individual integration interface data mapping details for your review and approval.

C. Construction

1. Configuring hardware that you will provide to host the Primavera PIF utility;
2. Installing up to two (2) PIF environments (one non-prod, one prod); and
3. Configuring and unit testing up to ten (10) integration interfaces.

D. Transition

1. Organizing your system testing activities for two (2) production releases by reviewing, provide recommended remedy for, and resolving defects or deficiencies in integration interfaces for up to two (2) System Integration Testing ("SIT") test/retest cycles per release.

E. Production

1. Organizing your production release activities for two (2) production releases by preparing a Production Readiness Report with a list of the tasks required to deploy interfaces to your production environment for each release;
2. Finalizing your accepted interfaces for migration to a production environment for each release;
3. Deploying your interfaces to production for each release; and
4. Logging, reviewing, and remediating defects or deficiencies identified during production migration for each release.

F. Enablement

1. Conducting a one (1) day PIF interface administration workshop for up to four (4) participants on site at your facility to review how to maintain and manage your PIF configurations; and
2. Providing an allowance of up to eighty (80) total hours for ad hoc post production stabilization assistance for monitoring, responding to, and resolving integration issues.

2. Your Obligations and Project Assumptions.

You acknowledge that Your timely provision of and access to office accommodations, facilities, equipment, assistance, cooperation, complete and accurate information and data from Your officers, agents, and employees (collectively, "cooperation") are essential to the performance of any Services as set forth in this exhibit. Oracle will not be responsible for any deficiency in performing Services if such deficiency results from Your failure to provide full cooperation.

You acknowledge that Oracle's ability to perform the Services and any related estimate depends upon Your fulfillment of the following obligations and the following project assumptions:

A. Your Obligations.

1. Obtain Cloud Services under separate contract prior to the commencement of Services under this exhibit and maintain such Cloud Services for the duration of the Services provided under this exhibit.
2. Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
3. Provide, for all Oracle resources performing Services at Your site, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing Services in the workspace, and ergonomically correct work stations, etc.).
4. Provide any notices, and obtain any consents, required for Oracle to perform Services.
5. Limit Oracle's access to any production environment or shared development environments to the extent necessary for Oracle to perform Services.
6. As required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on site.
7. If while performing Services Oracle requires access to other vendor's products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
8. Provide Oracle with full access to the PIF server to support the performance of services.
9. Limit Oracle's access to any production environment or shared development environments to the extent necessary for Oracle to perform services.
10. Provide access to functional and technical resources with expertise in the configuration of Your enterprise applications/products to support the performance of services.
11. Ensure your infrastructure documentation is readily available and provided for review before start of on-site work.
12. Provide Oracle with access to data structures, documentation, applications, databases, and artifacts as requested by Oracle to support the performance of services.
13. Conduct the project collaboratively with Oracle according to the mutually agreed upon project workplan.

14. Provide sign off to the Integration Design Specification document within three (3) business days from the date of submission.
15. Ensure the interfaces will have a direct database access to Your source application(s) to read and write data required for interface development.
16. Ensure the data is extracted from Your system(s) and provide it in an Oracle defined format.
17. Filter, cleanse, and transform your data for interfacing.
18. Manage and perform all testing required by you, including, but not limited to:
 - a. Outlining all necessary testing strategy, establishing a testing plan, facilitating the testing conditions, and documenting expected test results;
 - b. Executing test scripts/user scenarios according to the test plan and documenting the achieved results; and
 - c. Perform all test result analysis.
19. Extract, cleanse, consolidate, transform (collectively "Convert") your legacy data.
20. Perform all data validation for your migrated data.
21. Establish post-go-live support, including that required to report issues and defects, and to fix, test, migrate and promote the resolution of such issues and defects.
22. If Services are provided remotely, Oracle resources may provide Services via phone, a customer-specific web portal (if ordered), and/or electronic communication. You agree that Oracle resources may access Your systems, throughout the performance of Services, using an Oracle defined standard virtual private network ("VPN") or Oracle Web Conference ("OWC"). If a network connection between Oracle and Your systems is required for Oracle resources to perform Services under this exhibit, You will provide access to Oracle as follows:
 - a. You are responsible for ensuring that (i) Your network and systems comply with specifications Oracle provides, (ii) all components of Your Oracle software environment are accessible through the VPN or OWC, and (iii) the VPN is installed in a timely manner for Oracle to perform the Services.
 - b. You are responsible for acquiring and maintaining any equipment and performing any labor and/or activities necessary to set-up and maintain network connectivity at and to Your Oracle environment.
 - c. You will provide and maintain user accounts for, and access to, the VPN for the Oracle resources, including but not limited to, Oracle's onsite remote and offshore (i.e., located outside of the United States {insert local country}) resources.

Oracle is not responsible for network connections or for issues, problems or conditions arising from or related to network connections, such as bandwidth issues, excessive latency, network outages, and/or any other conditions that are caused by an internet service provider, or the network connection. If Your VPN client software and/or VPN infrastructure fails to allow Oracle access to perform Services under this exhibit, You agree to pay for any increased costs resulting from Your failure. Oracle will prepare an amendment to this exhibit for the change in the Services and fees resulting from such failure. If You do not review and approve such amendment within five (5) days after Your receipt thereof, Oracle may terminate its performance of Services under this exhibit.

B. Project Assumptions.

1. Payment to Oracle will be for all of the hours spent performing Services and is not tied to any task outputs.
2. A person day is defined as one (1) person working eight (8) hours.
3. Integration is defined as transfer of data application to application; an integration has one or more point(s) of interface
4. Interface is defined as a single directional transfer of data from a source system to a target system; bi-directional integration is a minimum two (2) interfaces, one transfer of data in each direction.
5. The estimated timeline, work effort, and fees to perform the services assume a standard Oracle Unified Methodology ("OUM") implementation phasing/rollout schedule.
6. You and Oracle will work together to mutually agree upon a baseline project workplan, including schedule tasks and timeframes.

7. Your core implementation team for any Oracle organized activities is capped at twelve (12) total participants for orderly and timely conduct of tasking; you may request participation by larger groups subject to the Oracle Change Control process.
8. Changes requested to the sequence, scope, resources, product, or functionality may change the timeline, work effort, and fee estimated for the project subject to the Oracle Change Control process.
9. The services may be performed at your facility and/or remotely from Oracle locations as mutually agreed to, subject to the reimbursement of all travel related expense for Oracle resources.
10. Oracle's standard documentation format is acceptable for any documentation prepared during the performance of services.
11. Oracle will create integration services using PIF.
12. PIF is provided for your use as is at the time services are performed without support, maintenance, or extended warranty. Support and maintenance for PIF is available under a separate agreement at your request.
13. PIF interfacing capabilities are limited to the capabilities of the publicly available Primavera Automated Programming Interfaces ("APIs").
14. Oracle will only share PIF binary/executables with you.
15. Oracle will use standard publically available Primavera APIs and or Microsoft Excel to interface with other applications.
16. The post implementation effort described in 1.F.2 above provides solely for the support and maintenance of your production instance of PIF and your production integration interfaces.
17. The means and methods used to report incidents will be defined by Oracle.
18. Oracle will at its sole discretion determine the number and manner in which Oracle resources are assigned to perform post go-live services.
19. Anything not expressly listed in the description of services is not included in the scope of, or estimated fees for, services. Items identified as out of scope include, without limitation, the following; the following is not an exhaustive list. Some of this work may be added to the scope at an additional cost.
 - a. Cloud Single Sign On/Active Directory/Lightweight Directory Access Protocol integration (by Oracle Cloud Services);
 - b. Design, configuration, testing and deployment of a unifier service request portal;
 - c. Modification, testing, and deployment of preconfigured reports and dashboards;
 - d. Design, configuration, testing, and deployment of custom reports and dashboards;
 - e. Automating integration interfaces for a "quick win" production release;
 - f. Application accessibility compliance services;
 - g. Management and performance of acceptance testing;
 - h. Extraction, cleansing, consolidation, transformation (collectively "Conversion") of your legacy data;
 - i. Migration of legacy data other than sample data for testing purposes;
 - j. Migrated data validation;
 - k. Creation of user job aids, instruction manuals, or user help files other than user training materials provided for herein;
 - l. Delivery of system administrator and or end user training other than provided for herein;
 - m. Unifier and or P6 API training;
 - n. Web and or Restful State Transfer ("REST") Services training;
 - o. Structured Query Language ("SQL") script training;
 - p. System performance testing or tuning; and
 - q. Post go live support of the configured system except as otherwise provided for herein.

3. Rates, Estimated Fees and Expenses, and Taxes.

- A. The Services specified above are provided on a time and materials ("T&M") basis: that is, subject to the terms of this section, You shall pay Oracle for all of the time spent performing such Services, plus materials, taxes and expenses.

B. U.S. Resource Rates.

For a period of eighteen (18) months from the effective date of the ordering document, the Services described above will be provided at the rates set forth below. Thereafter, unless otherwise agreed by You and Oracle in writing, Services performed under this exhibit will be provided at Oracle's standard consulting rates in effect when Services are performed.

Resource Level	Hourly Rate
8 - Practice/Tech Director	\$345.00
7 - Practice/Tech Manager	\$297.56
6M - Managing Principal Consultant	\$253.92
6T - Senior Principal Consultant	\$253.92
5 - Principal Consultant	\$222.18
4 - Senior Consultant	\$169.28
3 - Staff Consultant	\$147.20
2 - Associate Consultant	\$110.40

C. India Resource Rates.

For a period of eighteen (18) months from the effective date of the ordering document, Services performed under this exhibit that are performed by India resources will be provided at the rates set forth in the table below. Thereafter, unless otherwise agreed by You and Oracle in writing, services performed under this exhibit by India resources will be provided at Oracle's standard India international hourly rates in effect when Services are performed.

Resource Level	Hourly Rate
8 - Practice/Tech Director	\$129.49
7 - Practice/Tech Manager	\$111.68
6M - Managing Principal Consultant	\$103.59
6T - Senior Principal Consultant	\$103.59
5 - Principal Consultant	\$90.64
4 - Senior Consultant	\$74.46
3 - Staff Consultant	\$64.74
2 - Associate Consultant	\$48.56

D. UK Resource Rates.

For a period of eighteen (18) months from the effective date of the ordering document, Services performed under this exhibit that are performed by UK resources will be provided at the rates set forth in the table below. Thereafter, unless otherwise agreed by You and Oracle in writing, services performed under this exhibit by UK resources will be provided at Oracle's standard UK international hourly rates in effect when Services are performed.

Resource Level	Hourly Rate
8 - Practice/Tech Director	\$345.00
7 - Practice/Tech Manager	\$297.56
6M - Managing Principal Consultant	\$253.92
6T - Senior Principal Consultant	\$253.92
5 - Principal Consultant	\$222.18
4 - Senior Consultant	\$169.28
3 - Staff Consultant	\$147.20
2 - Associate Consultant	\$110.40

E. Colombia Resource Rates.

For a period of eighteen (18) months from the effective date of the ordering document, Services performed under this exhibit that are performed by Colombia resources will be provided at the rates set forth in the table below. Thereafter, unless otherwise agreed by You and Oracle in writing, services performed under this exhibit by Colombia resources will be provided at Oracle's standard Colombia international hourly rates in effect when Services are performed.

Resource Level	Hourly Rate
8 - Practice/Tech Director	\$165.00
7 - Practice/Tech Manager	\$142.31
6M - Managing Principal Consultant	\$132.00
6T - Senior Principal Consultant	\$132.00
5 - Principal Consultant	\$115.50
4 - Senior Consultant	\$94.88
3 - Staff Consultant	\$82.50
2 - Associate Consultant	\$61.88

F. Fees and Expenses.

All fees and expenses will be invoiced monthly. The fee estimate for labor performed under this exhibit is \$190,715.00; the estimate for expenses is an additional \$20,000.00. These estimates and any other estimates related to this exhibit are intended only to be for Your budgeting and Oracle's resource scheduling purposes; these estimates do not include taxes. Oracle will invoice You for actual time spent performing the Services, plus materials, taxes and expenses, provided, however, Oracle will cease performing Services once the fee estimate is reached, unless You and Oracle agree in writing that Oracle will continue to provide Services on a T&M basis as described herein.

G. Compensatory Tax.

The parties acknowledge that temporary living reimbursements to Oracle provided resources(s) may be deemed compensatory under federal, state, and local tax laws if a resource's assignment in a particular location will exceed or has exceeded one year. Where reasonably possible, Oracle will plan with You to limit the duration of a resource's assignment in a particular location to less than one year. If the requirements of the Services are such that it becomes necessary for a resource's Services in a particular location to continue for a year or more and as a result, the reimbursement of such resource's living expenses are deemed compensatory for tax purposes, then, You agree to pay Oracle the amount of additional compensation provided to such resource to compensate for taxes imposed.

4. Project Management.

You and Oracle each agree to designate a project manager who shall work together with the other party's project manager to facilitate an efficient delivery of Services.



Formal Bid and Award System

Award #6 September 12, 2019

Type of Award Request: INVITATION TO NEGOTIATE (ITN)
Request #: 6522
Requestor Name: Whitmer, Laure A. - Manager, Capital Budget Planning
Requestor Phone: (904) 665-6774
Project Title: Capital Asset Management Software (CAMS) Purchase, Implementation and Training
Project Number: 8004981
Project Location: JEA
Funds: Capital
Budget Estimate: \$1,800,000.00

Scope of Work:

This purchase is for a Capital Asset Management Software (CAMS) Implementation, and training to enable the efficient delivery of capital assets and support the Enterprise Asset Management (EAM) initiative. The capital asset project delivery groups currently rely on a system of spreadsheets, access databases, email, ad-hoc reports and a network drive to manage all aspects of project management and capital asset delivery at JEA. The information and business requirements to deliver even a small capital project are significant and not suited to management by email or spreadsheets. This solution will accommodate current JEA work processes required to deliver capital projects.

This project will impact the following JEA Measures of Value:

- **Financial and Customer-** This purchase seeks to improve JEA's financial value with the efficiencies above for better management of capital asset projects.

JEA IFB/RFP/State/City/GSA#: 068-19
Purchasing Agent: Dambrose, Nickolas C.
Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
ORACLE, INC.	Cory Davis	cory.davis@oracle.com	500 Oracle Parkway Redwood Shores, CA 94065	(425)- 890 2168	\$954,488.00

Amount for entire term of Contract/PO: \$954,488.00
Award Amount for remainder of this FY: \$0
Length of Contract/PO Term: Three (3) Years w/One (1) - One (1) Yr. Renewal
Begin Date (mm/dd/yyyy): 09/06/2019
End Date (mm/dd/yyyy): 09/05/2022

Renewal Options:	YES - One (1) - One (1) Yr. Renewal
JSEB Requirement:	None. No JSEBs available.
Comments on JSEB Requirements:	N/A

RESPONDENTS:

Name	First Round	Disqualified?	BAFO	Rank	Additional Negotiations
PM WEB	\$1,121,500.00	YES	\$1,052,440.00	N/A	N/A
ORACLE, INC.	\$1,760,116.40	NO	\$1,665,765.20	1	\$1,492,922.00
HEXAGON	\$1,633,047.16	NO	\$2,026,570.90	2	N/A

Background/Recommendations:

Prior to bid solicitation, JEA completed a formal request for information (RFI) and demonstrations to gather business requirements and supplier information and received steering committee approval.

Advertised ITN on 03/11/2019. Five (5) prime contractors attended the optional pre-Response meeting held on 03/18/2019. At response opening on 04/16/2019, JEA received three (3) Responses. In addition to price, the supplier Responses were also evaluated on Past Performance, Professional Staff Experience, Ability to Meet the Business Requirements, and the suppliers' Design Approach and Workplan. PM Web, Hexagon and Oracle, Inc. were short-listed and invited to present their solutions to the evaluation team. Upon completion of the vendor presentations, it was determined that PM Web's Solution did not satisfy JEA's data information security requirements and was subsequently disqualified. A copy of the BAFO Response Form and Workbook and additional negotiated pricing documents are attached as backup.

JEA's current capital asset management process is very manual, time consuming, and laborious for JEA staff. The information and business requirements to deliver even a small capital project are significant and not suited to management by email or spreadsheets. The proposed solution offers excellent organization, tracking and reporting features that will be beneficial to not only JEA but to our customers and vendors. JEA expects to gain the following key efficiencies from this purchase

- Formalize project management processes and procedures
- Allow the use of automated workflow to drive behavior and processes
- Increase the transparency of capital projects
- Consolidate all capital asset project delivery information (design drawings, communications, schedules, estimates, invoices, permits, etc.) in one centralized area (i.e., document control)
- Integrate with JEA systems to bring all capital project information into one system, thereby minimizing data silos and potentially allowing the replacement of some systems
- Connect all groups who play a role in capital asset delivery
- Enable better reporting of capital project metrics to include financial, schedule and ball-in-court
- Enable the automation of many project management processes
- Allow streamlined communication and exchange of information with consulting engineers and contractors

Oracle, Inc. submitted a BAFO that improved their original Implementation and training pricing by \$212,792.90. Subsequent to the submission of the Best and Final Offer (BAFO), JEA engaged in additional negotiations with Oracle, Inc. for an additional savings of \$116,304.50 for a total reduction of \$329,097.40 from the original offer. This award total of \$954,488.00 includes all costs pertaining to implementation training and travel only.

The software licensing cloud subscription costs for this solution are \$179,478.00 annually or \$538,434.00 over three (3) years. JEA will be locked in at this price for optional annual renewals in years two (2) and three (3). The year four (4) optional annual renewal will increase by ten (10%) percent. The software licensing cloud subscription is not a multiyear commitment past year one (1) and therefore this shall be

awarded informally and separately on an annual basis. The license count and scope was changed for the BAFO so the original offer is not comparable to the final offer however following the receipt of the BAFO JEA further negotiated a reduction of \$40,512.90 annually on software licenses for a total savings of \$121,538.70 over three years.

This purchase has already been approved by Technology Projects Committee (TPC) and has come in under budget

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

* Total cost difference: N/A

* Total sourcing savings: \$450,636.10

068-19 – Request approval to award a contract to Oracle, Inc. for the implementation, maintenance, support, and training of Capital Asset Management System (CAMS) for a total not-to-exceed amount of \$954,488.00, subject to the availability of lawfully appropriated funds.

Manager: Whitmer, Laure - Mgr Capital Budget Planning

VP: Wannemacher, Ryan F. – Chief Financial Officer

APPROVALS:

 9/12/19

Chairman, Awards Committee **Date**

 9/12/19

Manager, Capital Budget Planning **Date**

ORDERING DOCUMENT

Oracle America, Inc.
500 Oracle Parkway
Redwood Shores, CA 94065

Name	JEA	Contact	Katura Owens
Address	21 WEST CHURCH STREET JACKSONVILLE FL 32202	Phone Number	(904) 665-4215
		Email Address	owenke@jea.com

New Subscription

Service Period: 12 months					
Cloud Services	Data Center Region	Quantity	Term	Unit Net Price	Net Fee
B79672 - Primavera Unifier Project Controls Cloud Service - Hosted Named User	NORTH AMERICA	215	12 mo	60.00	154,800.00
B78041 - AutoVue 2D Professional Cloud Service - Hosted Named User	NORTH AMERICA	215	12 mo	5.20	13,416.00
B79107 - Primavera Analytics Cloud Service - Hosted Named User	NORTH AMERICA	15	12 mo	49.50	8,910.00
B89672 - Primavera Unifier Earned Value Management Cloud Service - Hosted Named User	NORTH AMERICA	10	12 mo	19.60	2,352.00
Subtotal					179,478.00

Fee Description	Net Fee
Cloud Services Fees	179,478.00
Net Fees	179,478.00
Total Fees	179,478.00

Enterprise Resource Planning Systems



ERP Steering Committee

- ☐ LMS – Learning Mgmt System
- ☐ WMS – Warehouse Mgmt System
- ☐ CAMS – Capital Asset Mgmt System

JEA®

August 2021



Project Update

CAMS Update

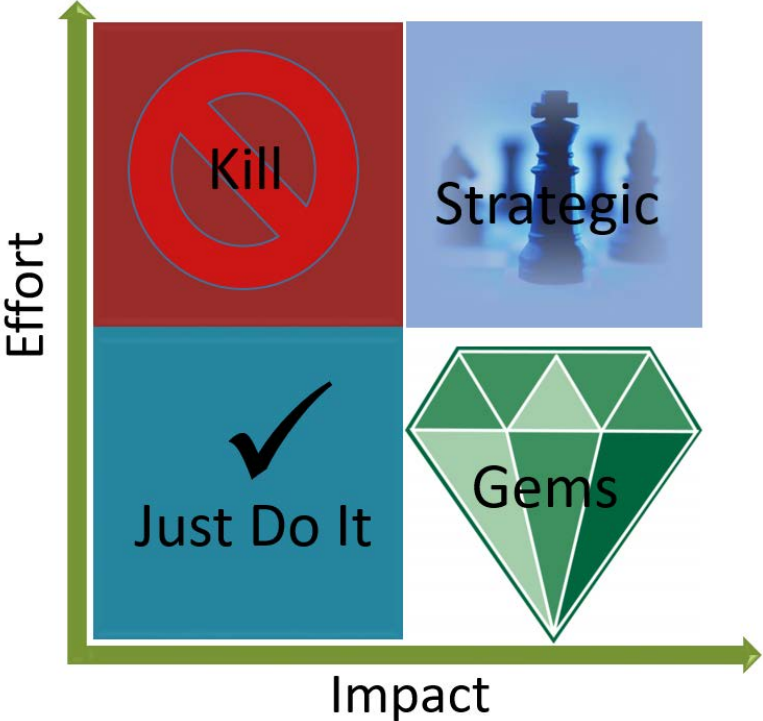
Presented by:
Katura Owens

August 2021



Scope Reduction

Unifier Only



50% Scope

Implement Unifier Only – Water/Wastewater (WWW)

Description

- **WWW - Project Mgmt (PM) functionality only**
 - 26 BPs – Project Development to Project Execution
 - 14 Data Objects
 - 15 Reports
 - 16 Job Aids

Pros

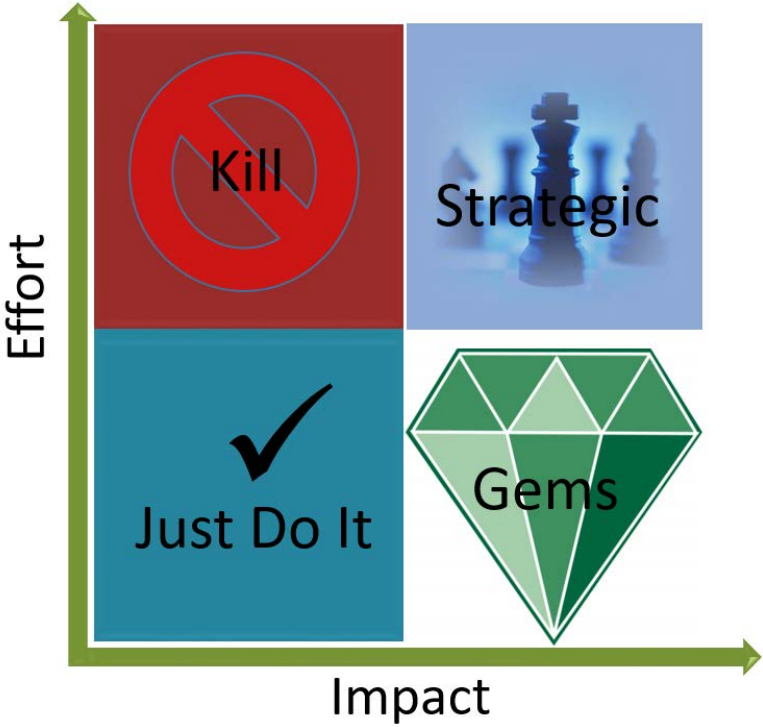
- **WWW - Automated PM solution Functionality**
 - Increased Automation (80%) via PM Tool
 - Document Management Capabilities
 - Drive PM Behaviors

Cons/Risks

- **Cost Impact**
 - Design modifications (rework) required to remove CBP processes
 - Increase in EBS to Unifier Integrations
 - Additional Costs associated with transferring documents/data from Cloud should subscription not be renewed
- **Duplication of effort outside of the tool for Cost Estimating**
- **Finance resource constraints – still required**
- **Loss of benefit to the organization of full lifecycle automation**

Oracle Costs

Unifier Only



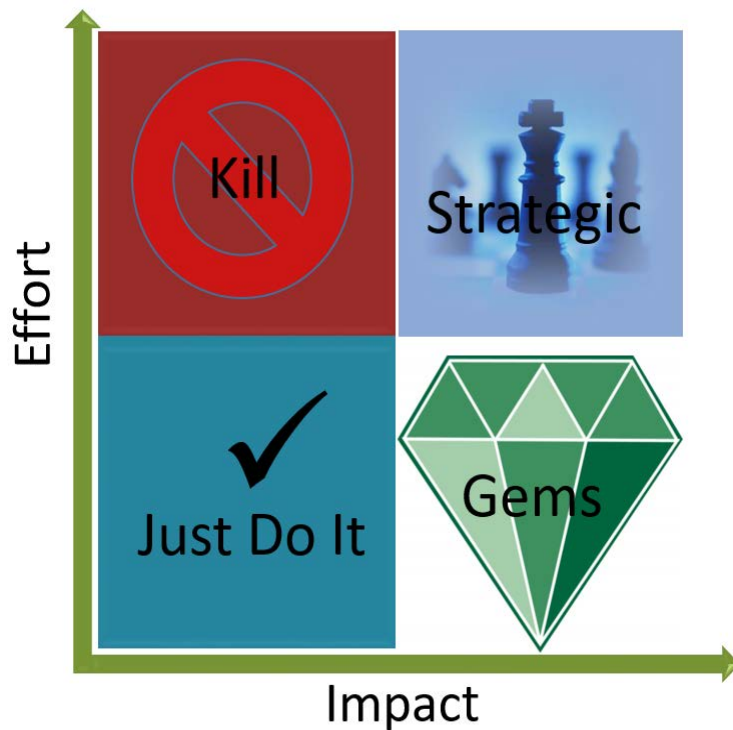
Costs

No.	ODA #3 - Unifier & OPC	No.	ODA #XXX - WWW Unifier Only
1	73 - Functional Implementation Objects 4 - Implementation Templates	1	59 - Functional Implementation Objects 4 - Implementation Templates
1a.	26 - Objects built/tested and/or designed eliminated by JEA	1a.	40 - Objects built/tested and/or designed eliminated by JEA
1b.	4 - Templates built eliminated by JEA	1b.	4 - Templates built eliminated by JEA
2	25 - Integrations	2	18 - Integrations
2a.	P6 - 4	2a.	P6 - 3
2b.	EBS - 13	2b.	EBS - 15
2c.	OPC - 8	2c.	OPC - 0
3	New Reports - 22	3	New Reports - 15
4		4	
5	Additional 858 Total People Days	5	Additional 272 Total People Days
6	Outstanding Invoices	6	Outstanding Invoices
7	Remaining Effort	7	Remaining Effort
8	Work at Risk (Unbilled mid-June/July)	8	Work at Risk (Unbilled mid-June/July)
Updated Total:		Updated Total:	
\$1,738,580.00		\$ 672,904.00	
Estimated Go Live: Mar 2022		Estimated Go Live: Jan-22/Feb-22	

Additional Oracle Costs only

Total Costs to Move Forward

Unifier Only

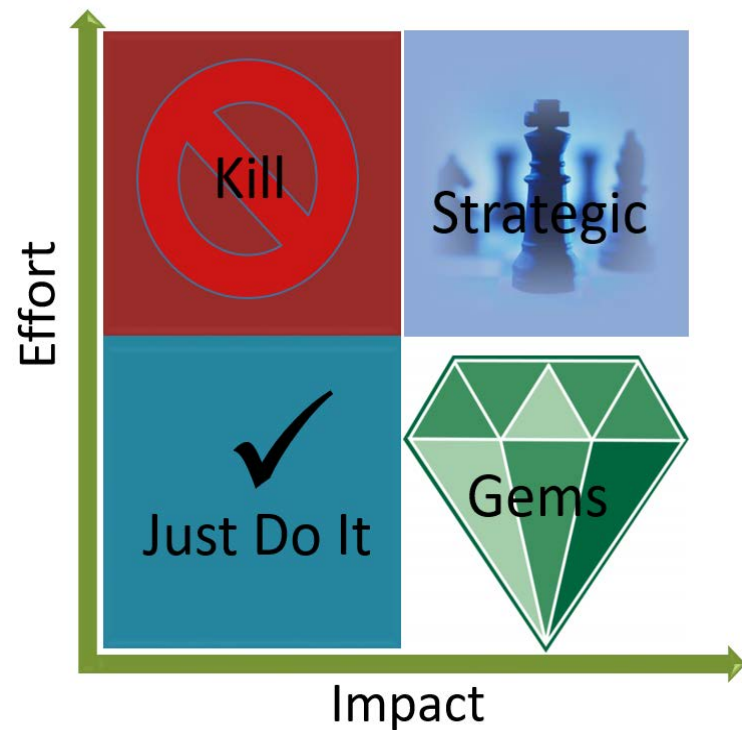


Project Costs	Original Project - Unifier and OPC		Modified Project - Unifier Only (W/WW)	
Capital Costs	Oracle	\$1,947,965	Oracle	\$672,904
	JEA	<u>750,000</u>	JEA Labor	<u>350,000</u>
	TOTAL:	\$2,697,965	TOTAL:	\$1,022,904
O&M Costs (Annually)	Licenses:	\$213,884	Licenses:	\$ 83,563
	PIF Supt:	35,000	PIF Supt:	35,000
	O&M Supt: *	<u>250,000</u>	O&M Supt: *	<u>250,000</u>
	TOTAL:	\$498,884	TOTAL:	\$368,563

Does not include costs already expended to date: \$2,572,475 – 10 Aug 21

Baseline Schedule

Unifier Only



50% Scope

Implement Unifier Only

Description

➤ **Functional Design Approved – WWW**

Schedule Impact

Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Duration
							6.5 Months
	SIT	UAT	Training	Go Live Prep	Go Live	Turnnover	

Risks/Concerns

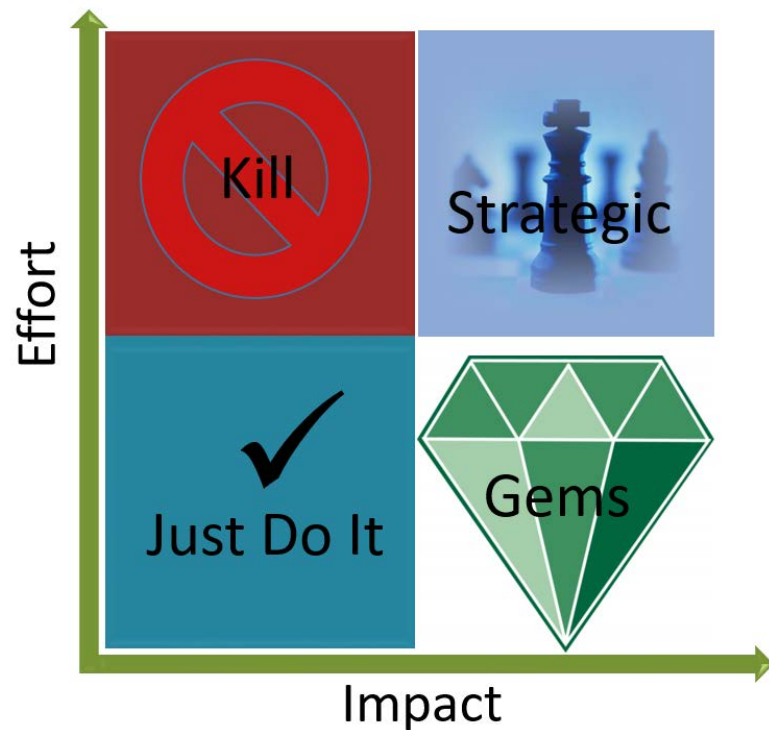
Potential



Risks	Lack of support of Capital Budget Planning group required
Risks	Potential TCO Impact: <ul style="list-style-type: none">➤ Increase by minimum - \$35K for MSA (annually)➤ Increase Human Resource (Business/Technical) - \$250K
Business Concerns	Post Go Live <ul style="list-style-type: none">➤ Skilled Resources – Availability➤ Support Model – Managed Services
Technical Concerns	Post Go Live <ul style="list-style-type: none">➤ Cloud Support Model Best Practices➤ PIF (integrations) – Managed Services

How Do We Proceed

Go/No Go



Decision	Description
Go	Implement Unifier Only – Water/Wastewater (WWW) <ul style="list-style-type: none"> ➤ New Project/Scope/ODA ➤ Cost - \$1,022,904.00 ➤ Schedule – Jan / Feb 2022 (6.5 Months)
No Go	Cancel CAMS Project <ul style="list-style-type: none"> ➤ Follow Procurement Process ➤ Determine Final Payment(s) - OCS ➤ Release Resources ➤ Close Project/WO



Roundtable & Adjourn

ERP Steering Committee

JEA[®]
August 2021