Welcome to the JEA Awards Meeting

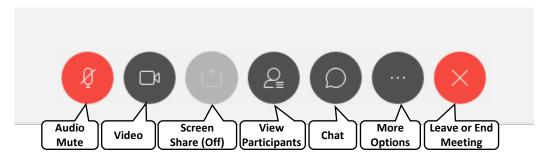
You have been joined to the meeting with your audio muted by default.

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 Halley Stewart at reimhj@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 Halley Stewart by telephone at (904) 665-8815 or by email at reimhj@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, March 17, 2022

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 (03/03/2022).
- 2. **DEFERRED** 1410515446—Request approval to award a contract to Farrell Brothers Marine Construction, Inc. for construction services for the Grampell Dr. Bulkhead Improvements Project in the amount of \$797,400.00, subject to the availability of lawfully appropriated funds.
- 3. Request approval to award a change order to Four Waters Engineering Inc. for additional engineering services for the Engineering Services for the Design of the Martin Luther King: Fairfax to Brentwood Water Main Replacement project in the amount of \$161,500.50, for a new not-to-exceed amount of \$693,526.50, subject to the availability of lawfully appropriated funds.
- 4. Request approval for a one (1) year single source award to Oracle America, Inc. for the first year annual subscription for Oracle migration of EBS and ISG applications from the Exa Platform to new Oracle IaaS OCI cloud solution in the amount of \$681,372.00, subject to the availability of lawfully appropriated funds.
- 5. Request approval to award a one (1) year contract renewal to Sagewell, Inc. for On-Road Residential Electrification Program and Strategy in the amount of \$455,175.00, for a not-to-exceed amount of \$776,990.00 subject to the availability of lawfully appropriated funds.
- 6. Request approval to award a contract to Trojan Technologies Group ULC Corporation for a Trojan UV300Plus system in the amount of \$448,650.00, subject to the availability of lawfully appropriated funds.
- 7. Request approval to award a contract amendment to Garney Companies Inc., for the construction of the Southwest Water Reclamation Facility (WRF) Expansion in the amount of \$102,771,513.00, for a new not-to-exceed amount of \$114,220,667.00, subject to the availability of lawfully appropriated funds.
- 8. 1410471846 Request approval to award a contract to PTI Transformers LP in the amount of \$2,094,243.06, subject to the availability of lawfully approved funds.

Informational Items: N/A

Open Discussion: N/A

Public Notice: N/A

General Business: N/A

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

Award #	Type of Award	Business Unit	Estimated/ Budgeted Amount	<u>Amount</u>	<u>Awardee</u>	<u>Term</u>	Summary
1	Minutes	N/A	N/A	N/A	N/A	N/A	Approval of minutes from the 03/03/2022 meeting.
2 - Defer	Defer	Defer	Defer	Defer	Defer	Defer	Defer
3	Change Order	Vu	\$160,000.00	\$161,500.50	Four Waters Engineering, Inc.	Project Completion (Expected: July 2024)	Engineering Services for the Design of the Martin Luther King: Fairfax to Brentwood Water Main Replacement Originally approved by Awards Committee on 05/06/2021 in the amount of \$532,026.00 to Four Waters Engineering, Inc. A copy of the original award is attached as backup. This award request is for a change order to the design contract with Four Waters Engineering for the Fairfax to Brentwood water main replacement project. During the 30% design review meeting for the project, the O&M department noted a preference to install a new 4-in distribution water line in parallel with the proposed 20-in transmission water main along the route on W. 21st St. for the water services to minimize the number of connections/taps in the new 20-in water main. The hourly rates used to develop the change order quote are the same as originally agreed upon. The quote for this additional design was reviewed by JEA project staff and deemed reasonable compared to past projects. A copy of the fee table is attached for reference. Request approval to award a change order to Four Waters Engineering Inc. for additional engineering services for the Engineering Services for the Design of the Martin Luther King: Fairfax to Brentwood Water Main Replacement project in the amount of \$161,500.50, for a new not-to-exceed amount of \$693,526.50.
4	Single Source	Krol	\$681,372.00	\$681,372.00	Oracle America, Inc.	One (1) Year w/ Two - 1 Yr. Renewals	Oracle Migration of EBS and ISG application JEA originally awarded the Oracle engineered hardware and softwre for Oracle applications in 2015 on a proprietary basis. Oracle Exadata and Exalog was approved at JEA ERP steering committee in January of 2022. The previous backup. This request is for \$681,372.00 for the first year of annual allocated universal migration of EBS and ISG applications from the Oracle Exa Platform to new of credits and this purchase is primarily for JEA data compute and storage usage all the specific products and services being purchased and are attached as back implementation or post implementation services which will be awarded separate below project objectives for reference. • Modernize the current JEA EBS platform to maintain Oracle support

							Move EBS and ISG applications to OCI Upgrade database from 12c to 19c as part of this migration – require the current 12c database Virtualized instances for deployment application & Database tier Partner will drive effort and execution with minimal input from JEA EBS upgrade not in scope This award is only for one year using Oracle's funded allocation model as opp funded allocation pricing model allows JEA more flexibility in the first year o JEA for the following reasons: 1. JEA can "ramp up" to the costs associated in the bill of materials. (i as the implementation progressed/completed in the first 12 months). 2. JEA has no liability or requirement to spend the total \$681,372.00 in period. If the project is delayed or resources are underutilized in any pay for the cloud credits that are utilized during the 12-month period. 3. After the initial 12-month period (implementation would be complet contract to lock in pricing for a longer period of time. The downside to the funded allocation model is that it's only offered in an any projects with funded allocation and then transition to the annual flex model in annual flex model allows for multi-year contracts with price-caps but requires project over the course of the contract, regardless of usage. The funded alloca across all Cloud Services. Additionally, Oracle has offered 25% "Support Recome back as a credit on JEA's ongoing Technology Support bill. Oracle off commitment level of each customer. In comparison, the most frequently lever Florida is the OMNIA/US Communities contract. Despite being competitively Oracle's products/services, Cloud PaaS and IaaS such as this agreement are not that Oracle is providing direct to JEA is well over this competitively bid contrastrengthen the financial proposal significantly. Request approval for a one (1) year single source award to Oracle America, Oracle migration of EBS and ISG applications from the Exa Platform to new \$681,372.00, subject to the availability of lawfully appropriated funds.
5	Renewal	Dutton	\$500,00.00	\$455,175.00	Sagewell, Inc.	One (1) Year w/Two (2) – 1 Yr. Renewals	Sagewell Contract Renewal Award Competitively bid as an informal in the amount of \$298,429.00 in May 2021, and a change order of \$23,860.00 was approved by the Awards Committee on 08/12/2021. A copy of the change order award is attached as backup. This request is for \$455,175.00 in additional funds for a one (1) year renewal from 05/01/2022 to 04/30/2023 to the existing contract with

							Sagewell, Inc. to maintain JEA's residential electric vehicle program and for three (3) additional services as described further below. The general administrative fees (monthly program fee) for this renewal shall include a two (2%) percent increase from current monthly program fees to cover upgrades one (1) and two (2) listed below through 05/01/2023. The one (1) year renewal estimate is attached as backup. This renewal also includes the following upgrades: 1. Dealer Inventory Search Tool (DIST) 2. EV Monitoring Fees 3. Additional Incentive for Level 2 Chargers Request approval to award a one (1) year contract renewal to Sagewell, Inc. for On-Road Residential Electrification Program and Strategy in the amount of \$455,175.00, for a not-to-exceed amount of \$776,990.00 subject to the availability of lawfully appropriated funds.
6	Single Source	Vu	\$448,650.00	\$448,650.00	Trojan Technologies Group ULC Corporation	Project Completion (Expected: June 2022)	Nassau Water Reclamation Facility (WRF) Additional Trojan UV System This project is to have a Trojan UV300Plus disinfection system fabricated and delivered to the Nassau Water Reclamation Facility as a part of a 3 million gallons a day (MGD) expansion. The Trojan UV system is a JEA Standard The Nassau WRF is being expanded to 3 MGD and requires an additional UV disinfection system for this expansion. This facility currently has a Trojan UV system; in order to maintain compatibility, an additional Trojan UV system will be installed. The Trojan UV system is a current JEA Standard. Trojan will provide UV300Plus system that includes a Power Distribution Center, support rack to mount the UV modules, level controller, water level sensor, UV module lifting sling with frame and spare parts. Trojan is also providing shop drawings and O&M manuals. When originally built in 2005, space for two (2) Trojan UV systems were designed and constructed. Due to the plant flows at the time of construction, only one of the Trojan UV systems was installed. With the increased growth in Nassau county, the second UV system is now required. Request approval to award a contract to Trojan Technologies Group ULC Corporation for a Trojan UV300Plus system in the amount of \$448,650.00.

7	Contract Amendment	Vu	\$114,157,821.00	\$102,771,513.00	Garney Companies Inc.	Project Completion (Expected: December 2025)	Construction Management-at-Risk (CMAR) Services for the Southwest Water Reclamation Facility (WRF) Expansion The scope of work for this project is the pre-construction and construction services using the CMAR delivery method for the Southwest WRF Expansion from an effective capacity of 10 million gallons per day (MGD) to 16 MGD project. This project is needed to meet wastewater flow demands in the Southwest services territory. Originally bid and approved by Awards Committee on 12/19/2019 in the amount of \$704,232.00 for pre-construction services to Garney Companies Inc. Subsequent contract increases were approved by the Awards Committee on 08/26/2020 and 03/11/2021 and 07/01/2021 for interim GMPs of the purchase and installation of the UV system and major process equipment. A copy of the previous awards are attached as backup. An administrative increase was approved on 12/07/2021 for the early purchase of ductile iron materials due to long lead times and market conditions. Negotiations with Garney Companies Inc. were successfully completed for the final construction of the Southwest WRF expansion. The total price for this contract, inclusive of all costs, is approximately 0.06% above JEA's 100% design estimate and deemed reasonable. A copy of the GMP-4 quote overview is attached as backup. Request approval to award a contract amendment to Garney Companies Inc., for the construction of the Southwest Water Reclamation Facility (WRF) Expansion in the amount of \$102,771,513.00, for a new not-to-exceed amount of \$114,220,667.00.
8	Request for Proposal (RFP)	Erixton	N/A	\$2,094,243.06	PTI Transformers LP	Project Completion (09/30/2023)	JEA is soliciting Bids for the equipment design, fabrication, and delivery of one (1) one 230kV to 34.5 kV transformer for the Steelbald Substation (the "Work" or "Services"). The scope of services the company will provide includes, however, is not limited to: Equipment Design Equipment Engineering Materials procurement Fabrication Drawings Delivery - Offload & Set on the pad JEA is requesting pricing for the two options listed in the Bid Workbook. It should be noted that the Award Amount is higher than the base unit price, due to adders to for dynamic clamping, soft costs (training and

				technical support) and a 3% fixed price increase. Price is fixed through delivery. The award amount is the budget estimate, as this project was developed to support a JEA Key Customer that will reimburse JEA for the cost incurred by JEA for the overall project. JEA has not purchased this size transformer in years (15+), however, considering the size and ratings compared to other similarly sized transformers pricing is deemed reasonable given the current market conditions. For reference, the 2021 PPI for Large Specialty transformers was up approximately 30% in 2021. 1410471846 - Request approval to award Contract to PTI Transformers LP in the amount of \$2,094,243.06, subject to the availability of lawfully approved funds.
Total Award		\$106,612,453.56		

JEA AWARDS COMMITTEE MARCH 3, 2022 MEETING MINUTES

The JEA procurement Awards Committee met on March 3, 2022, in person with a WebEx option.

WebEx Meeting Number (access code): 160 199 4252

WebEx Password: pxP6CqUSt63

Members in attendance were Jenny McCollum as Chief Procurement Officer, Stephen Datz as Chairperson (on site), Hai Vu as Vice Chairperson (on site), Laure Whitmer as Budget Representative, Rebecca Lavie as Office of General Counsel Representative; with Gabor Acs for Ricky Erixton (on site), Russell Caffey for Joe Orfano (on site), and Jordan Pope for Laura Dutton. Unless otherwise indicated, all attendees were via WebEx.

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

Public Comments:

Chair Datz 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 (02/24/2022). Chair Datz verbally presented the Committee Members the proposed February 24, 2022 minutes as presented.

MOTION: Hai Vu made a motion to approve the February 24, 2022 minutes (Award Item 1). The motion was seconded by Russell Caffey and approved unanimously by the Awards Committee (5-0).

The Committee Members reviewed and discussed the following Awards Items 2 -14:

2. 1410563246– Request approval to award a five (5) year contract to Presidio Network Solutions for Cisco SmartNet Maintenance in the amount of \$2,297,150.21, subject to the availability of lawfully appropriated funds.

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

3. Request approval to award a one year contract renewal and increase to Grainger (\$94,000.00), World Electric Supply (\$468,000.00) and Jo Kell, Inc. (\$676,000.00) to provide Maintenance, Repair and Overhaul (MRO) materials for a total amount of \$1,238,000.00, and new not to exceed amount for all three contracts of \$10,819,000.00, subject to availability of lawfully appropriated funds.

MOTION: Russell Caffey made a motion to approve Award Item 3 as presented in the committee packet. The motion was seconded by Gabor Acs and approved unanimously by the Awards Committee (5-0).

4. Request approval to award a contract increase to Warren Asphalt Inc. for Restoration of Disturbed Asphalt Paved Areas in the amount \$1,229,593.17, for a new not to exceed amount of \$25,326,363.32,

subject to the availability of lawfully appropriated funds.

MOTION: Jordan Pope made a motion to approve Award Item 4 as amended in the committee packet. The motion was seconded by Hai Vu and approved unanimously by the Awards Committee (5-0).

5. 1410512246– Request approval to award a contract to D.B.E. Management, LLC dba DBE Utility Services for construction services for the Construction Services for the SR200 – William Burgess Blvd to Police Lodge Rd - Trans – RW project in the amount of \$5,027,563.06, subject to the availability of lawfully appropriated funds.

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

6. Request approval to award a change order to Hazen and Sawyer for additional engineering for the Lakeshore WTP - Reservoir and Wellhead No. 2 Rehabilitation project in the amount of \$91,660.00, for a new not-to-exceed amount of \$650,756.00, 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 Jordan Pope and approved unanimously by the Awards Committee (5-0).

7. Request approval to award a contract increase to Perdue, Inc. for furniture procurement, delivery and service for the new JEA headquarters for the third phase for a total amount of \$1,272,654.75, for a new not-to-exceed amount of \$3,280,577.55, subject to the availability of lawfully appropriated funds.

MOTION: Jordan Pope made a motion to approve Award Item 7 as presented in the committee packet. The motion was seconded by Russell Caffey and approved unanimously by the Awards Committee (5-0).

8. 1410334650 – Request approval to award a contract to The Haskell Company for the Progressive Design-Build Services for the Commonwealth Service Center (CWSC) Renovation Project in the amount of \$527,961.00, subject to the availability of lawfully appropriated funds.

MOTION: Hai Vu made a motion to approve Award Item 8 as presented in the committee packet. The motion was seconded by Gabor Acs and approved unanimously by the Awards Committee (5-0).

9. 1410460646 – Request approval to award a contract to A Sanctuary House of North Florida Inc. in the amount of \$113,448.00, Freedom Landscape and Lawn Maintenance Inc. in the amount of \$442,745.70 and J&D Maintenance and Services of North Florida, LLC in the amount of \$1,656,919.34 for Facilities Landscaping – Open Market for a total not-to-exceed amount of \$2,213,113.04, subject to the availability of lawfully appropriated funds.

MOTION: Hai Vu made a motion to approve Award Item 9 as presented in the committee packet. The motion was seconded by Russell Caffey and approved unanimously by the Awards Committee (5-0).

10. Request approval to award Phase 2 Progressive Design Build Services to Auld & White Constructors, LLC for the JEA Utility Training Center (JUTC) Renovation Project in the amount of \$5,290,700.00, for a new not-to-exceed amount of \$5,455,000.00, subject to the availability of lawfully appropriated funds.

MOTION: Jordan Pope made a motion to approve Award Item 10 as presented in the committee packet. The motion was seconded by Gabor Acs and approved unanimously by the Awards Committee (5-0).

11. Request approval to award an amended contract increase to Vesta modular for Leased Modular Buildings for Technical Training at NGS in the amount of \$79,950.00, for a new not-to-exceed amount of \$470,620.66, subject to the availability of lawfully appropriated funds.

MOTION: Hai Vu made a motion to approve Award Item 11 as presented in the committee packet. The motion was seconded by Gabor Acs and approved unanimously by the Awards Committee (5-0).

12. 1410510446-21– Request approval to award contracts to Gresco Supply Inc. for Item CAIRH012 carried in JEA's inventory stock for a total amount of \$454,500.00 subject to the availability of lawfully appropriated funds.

MOTION: Russell Caffey made a motion to approve Award Item 12 as presented in the committee packet. The motion was seconded by Hai Vu and approved unanimously by the Awards Committee (5-0).

13. 1410526846 - Request approval to award a contract to PTI Transformers LP for the supply of the West Jax. T-1 transformer in the amount of \$3,310,828.00, subject to the availability of lawfully approved funds.

MOTION: Hai Vu made a motion to approve Award Item 13 as presented in the committee packet. The motion was seconded by Gabor Acs and approved unanimously by the Awards Committee (5-0).

14. Request approval to award an amendment for increase to the contract with Orlando Freightliner in the amount of \$320,548.00 for the purchase vehicles for JEA's FY22 and FY23 heavy duty fleet capital requirements, for a total not-to-exceed amount of \$2,592,575.17, subject to the availability of lawfully appropriated funds.

MOTION: Russell Caffey made a motion to approve Award Item 14 as presented in the committee packet. The motion was seconded by Gabor Acs and approved unanimously by the Awards Committee (5-0).

Informational	Itam:
miormanonai	nem:

No informational items were presented to the Awards Committee.

Ratifications:

No ratifications were presented to the Awards Committee

Public Comments:

No additional public comment speaking period was taken.

Adjournment:

Chair Datz 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 #3 March 17, 2022

Type of Award Request: CHANGE ORDER
Requestor Name: McDermet, David S.
Requestor Phone: (904) 437-7197

Project Title: Engineering Services for the Design of the Martin Luther King: Fairfax to

Brentwood Water Main Replacement

Project Number: 8006395
Project Location: JEA
Funds: Capital
Budget Estimate: \$160,00000

Scope of Work:

The scope of work performed under this task consists of final detailed design, permitting, bid phase assistance, and engineering support services during construction of a 20-inch ductile iron (DI) water main to replace approximately 5,435 linear feet (LF) of existing cast iron (CI) water main which starts at the Fairfax Water Treatment Plant on West 21st Street, and ends east of the I-95 interchange at the intersection of Brentwood Boulevard and West 21st Street (this does not include approximately 2,000 LF being replaced as part of the FDOT interchange project). In addition, this request includes design of a 16-inch DI water main replacement for approximately 1,875 LF of existing 16-inch CI water main along Myrtle Avenue North from West 15th Street to West 22nd street.

JEA IFB/RFP/State/City/GSA#: 004-21
Purchasing Agent: Kruck, Dan

Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
FOUR WATERS ENGINEERING, INC.	Angela Bryan	abryan@4weng.com	3773 Luth Drive East, Jacksonville Beach, FL 32250	(904) 414- 2400	\$161,500.50

Amount of Original Award:\$532,026.00Date of Original Award:05/06/2021Change Order Amount:\$161,500.50New Not-To-Exceed Amount:\$693,526.50

Length of Contract/PO Term: Project Completion

Begin Date: 07/01/2021

End Date: Project Completion (Expected: July 2024) **JSEB Requirement:** Five Percent (5%) Evaluation Criteria

Notes on JSEB Requirement:

Four Waters Engineering Inc. is a certified JSEB

Background/Recommendations:

Originally approved by Awards Committee on 05/06/2021 in the amount of \$532,026.00 to Four Waters Engineering, Inc. A copy of the original award is attached as backup.

This award request is for a change order to the design contract with Four Waters Engineering for the Fairfax to Brentwood water main replacement project. During the 30% design review meeting for the project, the O&M department noted a preference to install a new 4-in distribution water line in parallel with the proposed 20-in transmission water main along the route on W. 21st St. for the water services to minimize the number of connections/taps in the new 20-in water main. The hourly rates used to develop the change order quote are the same as originally agreed upon. The quote for this additional design was reviewed by JEA project staff and deemed reasonable compared to past projects. A copy of the fee table is attached for reference.

Request approval to award a change order to Four Waters Engineering Inc. for additional engineering services for the Engineering Services for the Design of the Martin Luther King: Fairfax to Brentwood Water Main Replacement project in the amount of \$161,500.50, for a new not-to-exceed amount of \$693,526.50, subject to the availability of lawfully appropriated funds.

Manager:	DiMeo, Elizabeth A M	igr w/w w Project Management							
Director:	Conner, Sean M Dir V	Conner, Sean M Dir W/WW Project Engineering & Construction							
VP:	Vu, Hai X VP Water V	Vu, Hai X VP Water Wastewater Systems							
APPROVALS	:								
Chairman, Av	vards Committee	Date							
Budget Repre	sentative	 Date							

Date: <u>05/06/2021</u> Item# <u>3</u>



Formal Bid and Award System

Award #3 May 6, 2021

Type of Award Request: PROPOSAL (RFP) **Requestor Name:** McDermet, David S **Requestor Phone:** (904) 437-7197

Project Title: Engineering Services for the Design of the Martin Luther King: Fairfax to

Brentwood Water Main Replacement

Project Number: 8006395
Project Location: JEA
Funds: Capital
Budget Estimate: \$831,089.00

Scope of Work:

The Scope of Work performed under this task consists of final detailed design, permitting, bid phase assistance, and engineering support services during construction of a 20-inch Ductile Iron (DI) water main to replace approximately 5,435 Linear Feet (LF) of existing Cast Iron (CI) water main. This will start at the Fairfax Water Treatment Plant on West 21st Street, and ends east of the I-95 interchange at the intersection of Brentwood Boulevard and West 21st Street (this does not include approximately 2,000 LF being replaced as part of the FDOT interchange project). In addition, this request includes design of a 16-inch DI water main replacement for approximately 1,875 LF of existing 16-inch CI water main along Myrtle Avenue North from West 15th Street to West 22nd Street.

JEA IFB/RFP/State/City/GSA#: 004-21

Purchasing Agent: Kruck, Dan R.

Is this a Ratification?:

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
FOUR WATERS ENGINEERING, INC.	Angela Bryan	abryan@4weng.com	,	(904) 414- 2400	\$532,026.00

Amount for entire term of Contract/PO: \$532,026.00 **Award Amount for remainder of this FY:** \$80,246.00

Length of Contract/PO Term: Project Completion

Begin Date: 07/01/2021

End Date: Project Completion (Expected: June 2024) **JSEB Requirement:** Five Percent (5%) Evaluation Criteria

Comments on JSEB Requirements:

Four Waters Engineering is a certified JSEB company.

PROPOSERS:

Name	Amount	Rank
FOUR WATERS ENGINEERING, INC.	\$532,026.00	1
JONES EDMUNDS & ASSOCIATES, INC.	N/A	2
WRIGHT-PIERCE, INC.	N/A	3
BLACK & VEATCH CORPORATION	N/A	4
CMTS CONSTRUCTION MANAGEMENT SERVICES, LLC DBA: CMTS LLC	N/A	5
MCKIM & CREED, INC.	N/A	5
CPH, INC.	N/A	7

Background/Recommendations:

Advertised on 12/01/2020. Eighteen (18) prime companies attended the mandatory pre-proposal meeting held on 12/11/2020. At proposal opening on 01/26/2021, JEA received seven (7) proposals. The public evaluation meeting was held on 03/10/2021 and JEA deemed Four Waters Engineering, Inc. most qualified to perform the work. A copy of the evaluation matrix and negotiated schedule and fees are attached as backup.

The proposed fees are approximately 36% lower than estimated due to lower than expected design costs through negotiations with the engineer, and deemed reasonable.

004-21 – Request approval to award a contract to Four Waters Engineering, Inc. for engineering services for the Martin Luther King: Fairfax to Brentwood Water Main Replacement project in the amount of \$532,026.00, subject to the availability of lawfully appropriated funds.

05/06/2021

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

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

VP: Vu, Hai X. – VP Water/Wastewater Systems

APPROVALS:

G/N/V/// 05/06/2021

Chairman, Awards Committee Date

Budget Representative Date

004-21 Engineering Services for the Design of the Martin Luther King: Fairfax to Brentwood Water Main Replacement

Vendor Rankings	Justin Sencer	Arthur Bides	Josh Brown	Σ Rank	Rank
Four Waters Engineering, Inc.	1	2	3	6	1
Jones Edmunds & Associates, Inc.	3	3	1	7	2
Wright-Pierce, Inc.	2	1	5	8	3
Black & Veatch Corporation	5	3	4	12	4
CMTS Construction Management Services, LLC dba: CMTS LLC	7	6	2	15	5
McKim & Creed, Inc.	4	5	6	15	5
CPH, Inc.	6	7	7	20	7

Justin Sencer	Professional Staff Experience (40 Points)	Design Approach and Work Plan (40 Points)	Company Experience (15 Points)	JSEB (5 Points)	Total	Rank
Black & Veatch Corporation	32.8	27	12	4	75.80	5
CMTS Construction Management Services, LLC dba: CMTS LLC	26.25	14	12	4	56.25	7
CPH, Inc.	33.25	13	12	4	62.25	6
Four Waters Engineering, Inc.	35	33	12	5	85.00	1
Jones Edmunds & Associates, Inc.	34	29	12	4	79.00	3
McKim & Creed, Inc.	31.05	31	10	4	76.05	4
Wright-Pierce, Inc.	32.2	33	12	4	81.20	2

Arthur Bides	Professional Staff Experience (40 Points)	Design Approach and Work Plan (40 Points)	Company Experience (15 Points)	JSEB (5 Points)	Total	Rank
Black & Veatch Corporation	36.5	35	15	4	90.50	3
CMTS Construction Management Services, LLC dba: CMTS LLC	34.95	34	15	4	87.95	6
CPH, Inc.	33	29	7	4	73.00	7
Four Waters Engineering, Inc.	37.5	36	15	5	93.50	2
Jones Edmunds & Associates, Inc.	36.5	35	15	4	90.50	3
McKim & Creed, Inc.	37.95	35	12	4	88.95	5
Wright-Pierce, Inc.	35.95	39	15	4	93.95	1

Josh Brown	Professional Staff Experience (40 Points)	Design Approach and Work Plan (40 Points)	Company Experience (15 Points)	JSEB (5 Points)	Total	Rank
Black & Veatch Corporation	33.1	28	15	4	80.10	4
CMTS Construction Management Services, LLC dba: CMTS LLC	34.85	29	15	4	82.85	2
CPH, Inc.	29.2	25	15	4	73.20	7
Four Waters Engineering, Inc.	33.3	28	15	5	81.30	3
Jones Edmunds & Associates, Inc.	33.05	35	15	4	87.05	1
McKim & Creed, Inc.	31.45	27	15	4	77.45	6
Wright-Pierce, Inc.	30.15	30	15	4	79.15	5

Overall Averages	Professional Staff Experience (40 Points)	Design Approach and Work Plan (40 Points)	Company Experience (15 Points)	JSEB (5 Points)	Total
Black & Veatch Corporation	34.13	30.00	14.00	4.00	82.13
CMTS Construction Management Services, LLC dba: CMTS LLC	32.02	25.67	14.00	4.00	75.68
CPH, Inc.	31.82	22.33	11.33	4.00	69.48
Four Waters Engineering, Inc.	35.27	32.33	14.00	5.00	86.60
Jones Edmunds & Associates, Inc.	34.52	33.00	14.00	4.00	85.52
McKim & Creed, Inc.	33.48	31.00	12.33	4.00	80.82
Wright-Pierce, Inc.	32.77	34.00	14.00	4.00	84.77

					2021						_	_	2022		_	_	_	_		I		
	Task List		AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC			
Task 1 - Project Definition, Pro Task 2 - Conceptual Design (3)	0% Design)	agement																				
Task 3 - Permitting Assistance Task 4 - Project Design Develo	opment Stage (60% and 90% D	Design)																				
Task 5 - Final Design (100% Do Task 6 - Bidding Services and Task 7 - Construction Services	Support																					
Task 1 - Project Initiation and	Task Description		AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC			1
Staff Project Manager - EOR	Name Angela Bryan	Rate \$165.00	40	4.5	4.5	4.5		Task 1 Hours		4.5	4.5	4								Total Hours 80	Total Cost \$ 13,200.00	Subtotal
Staff Engineer Associate Engineer	Michael Klink Laura Constantino	\$140.00 \$120.00	14																	14	\$ 1,960.00 \$ -	
Engineer Intern Intern	Christian Gamit Caryle Capuyan	\$85.50 \$75.00																			\$ - \$ -	
CADD Designer CADD Tech	Steve Ducharme Jessica Crissman	\$105.50 \$85.00			4.5	4.5	4.5	4.5			4.5									-	\$ - \$ -	
Administrative	Christina Popoli	\$66.50 Expenses	4	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5									16	\$ 1,064.00 \$ - \$ 225.00	
Task 2 - Conceptual Design (3)	0% Design)	Task 1 Subtotal																		110	Ψ 220.00	\$ 16,449.00
Staff Project Manager - EOR	Name Angela Bryan	Rate \$165.00	20		18			Task 2 Hours	S												\$ 8,910.00	
Staff Engineer Associate Engineer	Michael Klink Laura Constantino	\$140.00 \$120.00	54 16		100	19														22	\$ 24,220.00 \$ 2,640.00	
Engineer Intern Intern CADD Designer	Christian Gamit Caryle Capuyan Steve Ducharme	\$85.50 \$75.00 \$105.50	8		48	-															\$ - \$ - \$ 6,646.50	
CADD Tech Administrative	Jessica Crissman Christina Popoli	\$85.00 \$66.50	5	5	40	,															\$ -	
		Expenses Task 2 Subtotal																			\$ 375.00	\$ 43,456.50
Task 3 - Permitting Assistance Staff	Name	Rate						Task 3 Hours	<u> </u>							_						
Project Manager - EOR Staff Engineer	Angela Bryan Michael Klink	\$165.00 \$140.00			20		24	64	52	18										178	\$ 4,620.00 \$ 24,920.00	
Associate Engineer Engineer Intern Intern	Laura Constantino Christian Gamit Caryle Capuyan	\$120.00 \$85.50 \$75.00																		-	\$ - \$ -	
CADD Designer CADD Tech	Steve Ducharme Jessica Crissman	\$105.50 \$85.00			8		8	16	22	16										70	\$ 7,385.00 \$ -	
Administrative	Christina Popoli	\$66.50 Expenses						4	8	5										17	Ψ	
	opment Stage (60% and 90% D							Tool 11												276		\$ 38,555.50
Staff Project Manager - EOR Staff Engineer	Name Angela Bryan Michael Klink	\$165.00 \$140.00					18		16											46 176	\$ 7,590.00 \$ 24,640.00	
Associate Engineer Engineer Intern	Laura Constantino Christian Gamit	\$140.00 \$120.00 \$85.50					16		56 16											32		
Intern CADD Designer	Caryle Capuyan Steve Ducharme	\$75.00 \$105.50					76	16	48	12											\$ -	
CADD Tech Administrative	Jessica Crissman Christina Popoli	\$85.00 \$66.50					4	2	4	2										12		
T. I. S. I. D. I. (1999) D.		Expenses Task 4 Subtotal																		406	\$ 650.00	\$ 53,554.00
Task 5 - Final Design (100% Do Staff Project Manager - EOR	Name Angela Bryan	Rate \$165.00		1		<u>. </u>	<u> </u>	Task 5 Hours	<u> </u> 	I	10	Δ		<u>. </u>						14	\$ 2,310.00	
Staff Engineer Associate Engineer	Michael Klink Laura Constantino	\$140.00 \$120.00									42	12									\$ 7,560.00	
Engineer Intern Intern	Christian Gamit Caryle Capuyan	\$85.50 \$75.00																		-	\$ - \$ -	
CADD Designer CADD Tech	Steve Ducharme Jessica Crissman	\$105.50 \$85.00									32	8								-	\$ 4,220.00 \$ -	
Administrative	Christina Popoli	\$66.50 Expenses Task 5 Subtotal									4	6									\$ 665.00 \$ 375.00	\$ 16,090.00
		Task 3 Subtotal						Т	ime & Materia	ls Tasks										110		\$ 10,090.00
Task 6 - Bidding Services and																						
Staff Project Manager - EOR	Name Angela Bryan	\$165.00 \$140.00						Task 6 Hours	5				8		2					10	\$ 1,650.00 \$ 2,240.00	
Staff Engineer Associate Engineer Engineer Intern	Michael Klink Laura Constantino Christian Gamit	\$120.00 \$85.50											C		0					-	\$ 2,240.00 \$ - \$ -	
Intern CADD Designer	Caryle Capuyan Steve Ducharme	\$75.00 \$105.50											4		8						\$ -	
CADD Tech Administrative	Jessica Orissman Ohristina Popoli	\$85.00 \$66.50													2					2 -	\$ -	
		Expenses Task 6 Subtotal																		40	\$ 100.00	\$ 5,426.00
Task 7 - Construction Services Staff	Name	Rate						Task 7 Hours														
Project Manager - EOR Staff Engineer	Angela Bryan Michael Klink	\$165.00 \$140.00						. GOR / HOURS											142 230		\$ 23,430.00 \$ 32,200.00	
Associate Engineer Engineer Intern	Laura Constantino Christian Gamit	\$120.00 \$85.50																		-	\$ - \$ -	
Intern CADD Designer CADD Tech	Caryle Capuyan Steve Ducharme	\$75.00 \$105.50 \$85.00																		-		
Administrative	Jessica Crissman Christina Popoli	\$85.00 \$66.50 Expenses																		-	\$ - \$ - \$ 700.00	
		Task 2.4 Subtotal																		372	₊ 100.00	\$ 56,330.00
Not Used Staff	Name	Rate						Task Hours														
Project Manager - EOR Staff Engineer	Angela Bryan Michael Klink	\$165.00 \$140.00																		-	\$ - \$ -	
Associate Engineer Engineer Intern Intern	Laura Constantino Christian Gamit Caryle Capuyan	\$120.00 \$85.50 \$75.00																		-	\$ - \$ -	
CADD Designer CADD Tech	Steve Ducharme Jessica Crissman	\$75.00 \$105.50 \$85.00																		-	\$ - \$ -	
Administrative	Christina Popoli	\$66.50 Expenses																		-	\$ -	
CHROONSHIT		Task Subtotal																		-		\$ -
SUBCONSULTANT EXPENSES Sul QA/QC	bconsultant Task/Name Mott MacDonald		\$ 2,145.00	1	\$ 5,070.00		ı	\$ 5,070.00	ı	\$ 6,630.00		\$ 2,535.00		ı							\$ 21,450.00	
Site Survey/SUE Geotechnical Subconsultant	DRMP CSI Geo, Inc.		۷,140.0U پ	\$ 52,131.50		\$ 26,195.00	\$ 30,150.00 \$ 22,759.00	Ψ 0,070.00	\$ 9,890.00	ψ 0,000.00		ψ 2,000.00									\$ 21,450.00 \$ 139,813.00 \$ 58,844.00	
Environmental (Wetlands) MOT Engineering	LG2ES C&ES			\$ 1,600.00	17421.4		\$ 5,400.00	\$17,421.40		\$17,421.40											\$ 7,000.00 \$ 59,808.00	
Structural	Keister Webb Sul	bconsultant Subtotal				\$ 2,750.00		\$ 2,750.00		\$ 2,750.00		\$ 1,250.00		\$ 750.00					\$ 5,000.00		\$ 15,250.00	\$ 302,165.00
Total Dilla		Fotal Hours by Month	161	11	214			138	236	85 \$ 10.672	102	34	20	-	20	-	-	-	372	1,681		\$ 532,026.00
Total Billable	Hour Cost (Excluding Expens	Sesi Subconsultants)	\$ 22,783 Fiscal Year 20.		\$ 28,560	\$ 6,881	φ 30,540	\$ 18,127		\$ 10,672 Year 2022 (Od		φ 4,243	\$ 2,862	φ -	\$ 2,464	Ψ -	Fiscal Year	\$ - 2023 (Oct	\$ 55,630 - Sept)			
			Total Hours = Total Cost =	172 \$ 23,957				Total Hours Total Cost =				\$	1,137 147,348.75				Total Hours Total Cost		372 \$ 55,630			
			% of Overall Project Cost =	4.50%					Project Cost			27.70%						all Project	10.46%			
								Jestuli	,-3. JUST											•		

	Task List		AUG	SEP	2021 OCT	NOV [EC JA	N I	FEB MAR	APR MAY	2022 JUN	JUL AUG	SEP	OCT NOV	DEC	JAN FEB MAR	
- Project Definition, P	Project Kickoff and Project Ma	nagement															
3 - Permitting Assistan		6 Design)															
5 - Final Design (100%6 - Bidding Services ar	Design) nd Support																
sk 7 - Construction Servic	Task Description		AUG	SEP	ОСТ	NOV [EC JA	AN I	FEB MAR	APR MAY	JUN	JUL AUG	SEP	OCT NOV	DEC	JAN FEB MAR	
Staff Staff ject Manager - EOR	Name	Rate								Task 1 Hours				4 4 4		Tota	1 Hours Total Cost 24 \$ 3,960.00
ff Engineer sociate Engineer	Angela Bryan Michael Klink Laura Constantino	\$165.00 \$140.00 \$120.00										4 4		4 4 4	4		24 \$ 3,960.00 - \$ -
gineer Intern	Christian Gamit Caryle Capuyan	\$85.50 \$75.00															- \$ -
NDD Designer	Steve Ducharme Jessica Crissman	\$105.50 \$85.00															- \$ -
ministrative	Christina Popoli	\$66.50										1.5 1.5	1.5	5 1.5 1.5	1.5		9 \$ 598.50
		Expenses Task 1 Subtotal															\$ 75.00 33 \$
sk 2 - Conceptual Design (Staff	(30% Design) Name	Rate								Task 2 Hours							
oject Manager - EOR aff Engineer	Angela Bryan Michael Klink	\$165.00 \$140.00								2 4 4 4							6 \$ 990.00 8 \$ 1,120.00
sociate Engineer gineer Intern	Laura Constantino Christian Gamit	\$120.00 \$85.50															- \$ - - \$ -
ern DD Designer	Caryle Capuyan Steve Ducharme	\$75.00 \$105.50								4							- \$ - 4 \$ 422.00
DD Tech ministrative	Jessica Crissman Christina Popoli	\$85.00 \$66.50								2							- \$ - 2 \$ 133.00
al 2 Dameitting Assistan		Expenses Task 2 Subtotal															\$ 50.00 18 \$
sk 3 - Permitting Assistan Staff	Name	Rate \$165.00								Task 3 Hours	3						5 \$ 825.00
oject Manager - EOR Iff Engineer Sociate Engineer	Angela Bryan Michael Klink Laura Constantino	\$165.00 \$140.00 \$120.00									22 8	3					5 \$ 825.00 30 \$ 4,200.00
gineer Intern ern	Christian Gamit Caryle Capuyan	\$120.00 \$85.50 \$75.00															- \$ - - \$ - - \$ -
ADD Designer ADD Tech	Steve Ducharme Jessica Crissman	\$105.50 \$85.00									8 4	4					12 \$ 1,266.00 - \$ -
Iministrative	Christina Popoli	\$66.50 Expenses									2 0						2 \$ 133.00 \$ 100.00
sk 4 - Project Design Deve	elopment Stage (60% and 90%	Task 3 Subtotal															47 \$
Staff oject Manager - EOR	Name Angela Bryan	Rate \$165.00			L					Task 4 Hours	4 6	2					36 \$ 5,940.00
aff Engineer sociate Engineer	Michael Klink Laura Constantino	\$140.00 \$120.00								56 38 20	4 24	12					134 \$ 18,760.00 28 \$ 3,360.00
ngineer Intern tern	Christian Gamit Caryle Capuyan	\$85.50 \$75.00															- \$ - - \$ -
ADD Designer ADD Tech	Steve Ducharme Jessica Crissman	\$105.50 \$85.00								40 36	22	6					104 \$ 10,972.00 - \$ -
Iministrative	Christina Popoli	\$66.50 Expenses								2 2	1	1					6 \$ 399.00 \$ 375.00
sk 5 - Final Design (100%		Task 4 Subtotal															302 \$
Staff Dject Manager - EOR	Angela Bryan	Rate \$165.00								Task 5 Hours		4	2	2			6 \$ 990.00
aff Engineer sociate Engineer	Michael Klink Laura Constantino Christian Gamit	\$140.00 \$120.00 \$85.50										4	(0			22 \$ 3,080.00 4 \$ 480.00
egineer Intern ern ADD Designer	Caryle Capuyan Steve Ducharme	\$75.00 \$105.50										20		4			- \$ - - \$ - 24 \$ 2,532.00
ADD Tech Iministrative	Jessica Crissman Christina Popoli	\$85.00 \$66.50										20		4			- \$ - 6 \$ 399.00
		Expenses Task 5 Subtotal															\$ 175.00 56 \$
									Tim	e & Materials Tasks							
ısk 6 - Bidding Services ar	nd Support																
Staff oject Manager - EOR	Name Angela Bryan	Rate \$165.00								Task 6 Hours							- \$ -
aff Engineer sociate Engineer	Michael Klink Laura Constantino	\$140.00 \$120.00															- \$ -
ngineer Intern	Christian Gamit Caryle Capuyan	\$85.50 \$75.00															- \$ - - \$ -
ADD Designer ADD Tech Iministrative	Steve Ducharme Jessica Crissman Christina Popoli	\$105.50 \$85.00 \$66.50															- \$ -
iriii iisti ative	Оппаша г ороп	Expenses Task 6 Subtotal															- \$
sk 7 - Construction Servic	ces	1 . uon o oubtotal															7
Staff oject Manager - EOR	Name Angela Bryan	Rate \$165.00								Task 7 Hours							- \$ -
aff Engineer sociate Engineer	Michael Klink Laura Constantino	\$140.00 \$120.00															- \$ - - \$ -
gineer Intern ern	Christian Gamit Caryle Capuyan	\$85.50 \$75.00															- \$ - - \$ -
ADD Designer ADD Tech	Steve Ducharme Jessica Crissman	\$105.50 \$85.00															- \$ - - \$ -
ministrative	Christina Popoli	\$66.50 Expenses															- \$ -
		Task 7 Subtotal				1											- \$
Staff	Name	Rate \$165.00								Task Hours				1 1			<u></u>
ject Manager - EOR ff Engineer	Angela Bryan Michael Klink	\$165.00 \$140.00															- \$ - - \$ -
sociate Engineer gineer Intern ern	Laura Constantino Christian Gamit Caryle Capuyan	\$120.00 \$85.50 \$75.00															- \$ - - \$ - - \$ -
DD Designer DD Tech	Steve Ducharme Jessica Crissman	\$105.50 \$85.00															- \$ - - \$ - - \$ -
ministrative	Christina Popoli	\$66.50 Expenses															- \$ -
		Task Subtotal															- \$
BCONSULTANT EXPENS	ES Subconsultant Task/Name																
S	Mott MacDonald DRMP								\$ 56,462.	\$ 3,095.40 50 \$ 30,012.50		\$ 1,547.70 \$ 515.90					\$ 5,159.00 \$ 86,475.00
Solve Survey/SUE	CSI Geo, Inc.																\$ - \$ -
/QC e Survey/SUE otechnical Subconsultant vironmental (Wetlands)	LG2ES									\$ 5,119.20	\$ 2,559.60	\$ 853.20					\$ 8,532.00 \$ -
S/QC	LG2ES C&ES Keister Webb					 						1		I		· · · · · · · · · · · · · · · · · · ·	
/QC e Survey/SUE otechnical Subconsultant vironmental (Wetlands)	LG2ES C&ES Keister Webb S PROJECT TOTAL	ubconsultant Subtotal															\$
QC Survey/SUE stechnical Subconsultant ironmental (Wetlands) T Engineering actural	LG2ES C&ES Keister Webb S PROJECT TOTAL	Total Hours by Month	- \$ -	- \$ -	- \$ -	- \$	- - \$	- \$	- \$ 18,5	45 \$ 11,924 \$ 5,77	3 75 2 \$ 9,570			\$ \$ 760 \$ 760 \$			
QC Survey/SUE technical Subconsultant ronmental (Wetlands) Γ Engineering ctural	LG2ES C&ES Keister Webb S PROJECT TOTAL	Total Hours by Month enses/Subconsultants)	- \$ -	021 (Aug-Sept)	Ψ	- \$	- \$	- \$		15 \$ 11,924 \$ 5,77		\$ 3,469 \$ 6,663		\$ \$ 760 \$ 760 \$			\$



Formal Bid and Award System

Award #4 March 17, 2022

Type of Award Request: SINGLE SOURCE

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

Requestor Phone: 904-665-4215

Project Title: Oracle Migration of EBS and ISG application from Exa Platform to new

Oracle IaaS OCI Cloud Solution

Project Number: 8007812
Project Location: Capital

Budget Estimate: \$681,372.00

Scope of Work:

JEA needs to migrate the ebusinsess suite (EBS) and Integrated SOA Gateway (ISG) application from Exa platform to Oracle Cloud Infrastructure (OCI) Infrastructure as a Service (IaaS) to comply with regulatory compliance. JEA's existing Exadata and Exalogic environment includes hardware and software for QA/test, production, and disaster recovery environments. This infrastructure houses Oracle EBS. This purchase is for the new annual Oracle IaaS cloud solution annual subscription.

JEA IFB/RFP/State/City/GSA#: US-OMA-271987 (JEA & Oracle master agreement)

Purchasing Agent: Woyak, Nathan J

Is this a Ratification?:

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
IAMERICA	Zach Bender	zach.bender@oracle.com		(630)390- 8155	\$681,372.00

Amount for entire term of Contract/PO: \$681,372.00 **Award Amount for remainder of this FY:** \$300,000.00

Length of Contract/PO Term: One (1) Year w/ Two - 1 Yr. Renewals

 Begin Date (mm/dd/yyyy):
 03/21/2022

 End Date (mm/dd/yyyy):
 03/20/2023

Renewal Options: Two- 1 Yr. Renewals

JSEB Requirement: No JSEB opportunities are available

Background/Recommendations:

JEA originally awarded the Oracle engineered hardware and softwre for Oracle Exadata and Exalogic Hardware for support of Oracle applications in 2015 on a proprietary basis. Oracle Exadata and Exalogic have since become a JEA standard. This request was approved at JEA ERP steering committee in January of 2022. The previous awards and single source form are attached as backup.

This request is for \$681,372.00 for the first year of annual allocated universal credits from 03/21/2022 to 03/20/2023 for Oracle migration of EBS and ISG applications from the Oracle Exa Platform to new Oracle IaaS OCI cloud solution. These universal credits and this purchase is primarily for JEA data compute and storage usage. The order document and bill of materials includes all the specific products and services being purchased and are attached as backup. This request does not include the third party implementation or post implementation services which will be awarded separately within the next month and will include the below project objectives for reference.

- Modernize the current JEA EBS platform to maintain Oracle support
- Move EBS and ISG applications to OCI
- Upgrade database from 12c to 19c as part of this migration required due to the upcoming 7/31/22 desupport date of the current 12c database
- Virtualized instances for deployment application & Database tier
- Partner will drive effort and execution with minimal input from JEA infrastructure team.
- EBS upgrade not in scope

This award is only for one year using Oracle's funded allocation model as opposed to a multiyear annual flex model. The Oracle funded allocation pricing model allows JEA more flexibility in the first year of implementation and is the preferred method by JEA for the following reasons:

- 1. JEA can "ramp up" to the costs associated in the bill of materials. (i.e. JEA will only be responsible for what is utilized as the implementation progressed/completed in the first 12 months).
- 2. JEA has no liability or requirement to spend the total \$681,372.00 in allocated universal credits over the 12-month period. If the project is delayed or resources are underutilized in any way, for any reason, JEA will only be required to pay for the cloud credits that are utilized during the 12-month period.
- 3. After the initial 12-month period (implementation would be complete), JEA would potentially switch to an annual flex contract to lock in pricing for a longer period of time.

The downside to the funded allocation model is that it's only offered in an annual contract. Many of Oracle's clients begin their projects with funded allocation and then transition to the annual flex model in the second year after their project goes "live." The annual flex model allows for multi-year contracts with price-caps but requires the client to pay for the entire footprint of the project over the course of the contract, regardless of usage. The funded allocation model includes 10% rate card wide discounts, across all Cloud Services. Additionally, Oracle has offered 25% "Support Rewards" in which 25% of the Cloud usage cost will come back as a credit on JEA's ongoing Technology Support bill. Oracle offers rate card discounts based on the annual commitment level of each customer. In comparison, the most frequently leveraged, competitively bid master agreement in Florida is the OMNIA/US Communities contract. Despite being competitively bid, and offering sizable discounts for many of Oracle's products/services, Cloud PaaS and IaaS such as this agreement are negotiated at a 0% discount rate. The 10% discount that Oracle is providing direct to JEA is well over this competitively bid contract, and the additional 25% support rewards strengthen the financial proposal significantly.

Request approval for a one (1) year single source award to Oracle America, Inc. for the first year annual subscription for Oracle migration of EBS and ISG applications from the Exa Platform to new Oracle IaaS OCI cloud solution in the amount of \$681,372.00, subject to the availability of lawfully appropriated funds.

VP: Datz, Stephen H. - VP Technical Services
Chief: Krol, Bradley D. - Chief Information Officer

APPROVALS:

Chairman, Awards Committee Date

Edgar, Cindy L. - Dir Eng Systems & PMO

Director:

Budget Representative	udget Repres	sentative
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Date



ORDERING DOCUMENT

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

Name JEA Contact Katura Owens

Address 21 W. Church Street **Phone Number** +1 (904) 665-4215

Jacksonville, FL 32221

JACKSONVILLE FL

32202

Email Address acctpaycustsrv@jea.com

New Subscription

Service Period: 12 months										
Cloud Services	Data Center Region	Period	Quantity	Term	Funded Allocation Value					
B88206 - Oracle PaaS and IaaS Universal Credits	Customer Selected	Annual	681372	12 mo	681,372.00					
				Subtotal	681,372.00					

Fee Description	Net Fee
Cloud Services Fees	681,372.00
Net Fees	0.00
Total Fees	0.00

Rate Card Pricing for laaS/PaaS Public Cloud Services

B88206 - Oracle PaaS and laaS Universal Credits

Cloud Service Category Discounts

Cloud Service Category	Discount %
Application Development Cloud Service	10
Management Cloud Service	10
Security and Identity Management Cloud Service	10
Content Management Cloud Service	10
Data Integration Cloud Service	10
Compute Cloud Service	10
Storage Cloud Service	10
Network Cloud Service	10
Analytics Cloud Service	10
Big Data Cloud Service	10
Enterprise Integration Cloud Service	10
Data Management Cloud Service	10
Not Discount Eligible	0.0

Usage Item Description	Metric	Unit Net Price	Overage Net Unit Price
Application Development Cloud Service			
B88287 - Oracle Java Cloud Service-Enterprise			
	OCPU Per Hour	0.2787	0.2787
B88288 - Oracle Java Cloud Service-Standard			
	OCPU Per Hour	0.2787	0.2787
B88289 - Oracle Java Cloud Service-High Performance			
	OCPU Per Hour	0.6968	0.6968
B88399 - Oracle Java Cloud Service-Enterprise-BYOL			
	OCPU Per Hour	0.1742	0.1742
B88400 - Oracle Java Cloud Service-High Performance-BYOL			
	OCPU Per Hour	0.1742	0.1742
B88844 - Oracle Java Cloud Service-Standard-BYOL			
	OCPU Per Hour	0.1742	0.1742
B89646 - Oracle Visual Builder			
	OCPU Per Hour	1.1128	1.1128
B90203 - Oracle Visual Builder Studio-Additional Storage			
	Gigabyte Storage	1.44	1.44
	Capacity Per Month		
B90260 - Oracle Digital Assistant Cloud Service			
	Request	0.0209	0.0209
B90304 - Oracle Mobile Hub Cloud Service			
	Request	0.0025	0.0025
B91346 - Oracle WebLogic Server Enterprise Edition for Oracle Cloud Infrastructure			
	OCPU Per Hour	0.2323	0.2323
B91347 - Oracle WebLogic Suite for Oracle Cloud Infrastructure			

Usage Item Description	Metric	Unit Net Price	Overage Net Unit Price
	OCPU Per Hour	0.6504	0.6504
B92302 - Oracle Cloud Infrastructure-Blockchain Platform Cloud Service-Standard			
	OCPU Per Hour	0.1935	0.1935
B92303 - Oracle Cloud Infrastructure-Blockchain Platform Cloud Service-Enterprise			
	OCPU Per Hour	0.3871	0.3871
B92304 - Oracle Cloud Infrastructure-Blockchain Platform Cloud Service-Storage			
	Terabyte Storage Capacity Per Month	63.36	63.36
B92305 - Oracle Cloud Infrastructure-Blockchain Platform Cloud Service-Enterprise-BYOL			
	OCPU Per Hour	0.2903	0.2903
B92913 - Oracle WebLogic Server Enterprise Edition for Oracle Cloud Infrastructure Container Engine for Kubernetes			
Rubernetes	OCPU Per Hour	0.2323	0.2323
B92914 - Oracle WebLogic Server Suite for Oracle Cloud Infrastructure Container Engine for Kubernetes	00.01.01.00	0.2525	0.2020
3	OCPU Per Hour	0.6504	0.6504
Management Cloud Service			
B89161 - Oracle Management Cloud-Standard Edition			
	100 Entities Per Hour	0.6049	0.6049
B89162 - Oracle Management Cloud-Enterprise Edition			
DOMAGO Orosla Managarant Claud Law Archites Edition	100 Entities Per Hour	1.2097	1.2097
B89163 - Oracle Management Cloud-Log Analytics Edition	300 Gigabytes Per	0.2903	0.2903
B92809 - Oracle Cloud Infrastructure Logging Analytics-	Hour		
Archival Storage	Lagging Applytics	0.018	0.018
	Logging Analytics Storage Unit Per Hour	0.016	0.018
B92888 - Oracle Cloud Infrastructure Operations Insights for	v		
Oracle Autonomous Databases			
	OCPU Per Hour	0.00	0.00
B92890 - Oracle Cloud Infrastructure Operations Insights for External Oracle Databases and Host			
	Host CPU Core Per Hour	0.0135	0.0135
B92939 - Oracle Cloud Infrastructure Logging Analytics- Active Storage			
	Logging Analytics Storage Unit Per Hour	0.45	0.45
B92940 - Oracle Cloud Infrastructure Application			
Performance Monitoring Service-Tracing Data-Free	1,000 Events Per Hour	0.00	0.00
B92941 - Oracle Cloud Infrastructure Application	1,000 EVENIS I EL LIUUI	0.00	0.00
Performance Monitoring Service-Tracing Data			
	100,000 Events Per Hour	0.585	0.585

Usage Item Description	Metric	Unit Net Price	Overage Net Unit Price
B92942 - Oracle Cloud Infrastructure Application			
Performance Monitoring Service-Synthetic Usage			
	10 Monitor Runs Per	0.018	0.018
B93082 - Oracle Cloud Infrastructure-Database	Hour		
Management-External DB BYOL			
	Host CPU Core Per	0.018	0.018
	Hour		
B93083 - Oracle Cloud Infrastructure-Database			
Management-External DB	Host CPU Core Per	0.036	0.036
	Hour	0.030	0.036
B93426 - Oracle Cloud Infrastructure-Database			
Management-Cloud Databases			
	OCPU Per Hour	0.036	0.036
B93705 - Oracle Cloud Infrastructure Operations Insights fo	or		
Warehouse-Extract	Gigabyte Per Month	1.8	1.8
B93706 - Oracle Cloud Infrastructure Operations Insights for		1.0	1.0
Warehouse-Instance			
	OCPU Per Hour	0.4839	0.4839
Security and Identity Management Cloud Service			
B90328 - Oracle Cloud Infrastructure-Key Management			
	Virtual Private Vault Per	3.3516	3.3516
D00555 0 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Hour		
B90555 - Oracle Identity Cloud Service-Enterprise User	Haar Day Marth	0.00	0.00
B90556 - Oracle Identity Cloud Service-Consumer User	User Per Month	2.88	2.88
D3030 - Oracle Identity Cloud Service-Consumer Oser	User Per Month	0.0144	0.0144
B90557 - Oracle Identity Cloud Service-Enterprise User-			
BYOL			
	User Per Month	0.72	0.72
B90558 - Oracle Identity Cloud Service-Consumer User-			
BYOL	Haar Day Marth	0.0000	0.0000
B90936 - Oracle Identity Foundation Cloud Service	User Per Month	0.0036	0.0036
B30330 - Oracle Identity Foundation Cloud Service	Each	0.00	0.00
B92092 - Oracle Cloud Infrastructure-KMS Vault-Key		0.00	0.00
Versions			
	Key Version per Month	0.00	0.00
	0 - 20		0.400
	Key Version per Month 20 - 999999999	0.4801	0.4801
B93493 - Oracle Cloud Infrastructure Identity and Access	20 00000000		
Management-External User			
	User Per Month	0.0144	0.0144
B93494 - Oracle Cloud Infrastructure Identity and Access			
Management-Oracle Apps Premium			6.555
DO2405 Oracle Cloud Infrastructure Liberty and A	User Per Month	0.225	0.225
B93495 - Oracle Cloud Infrastructure Identity and Access Management-Premium			
3 ,	User Per Month	2.88	2.88
		=	

Usage Item Description	Metric	Unit Net Price	Overage Net Unit Price
B93496 - Oracle Cloud Infrastructure Identity and Access			
Management-SMS			
	1 SMS Message Sent 0 - 1000	0.00	0.00
	1 SMS Message Sent 1000 -	0.027	0.027
	9999999999999		
B93497 - Oracle Cloud Infrastructure Identity and Access Management-Token			
	Token 0 - 10000	0.00	0.00
	Token 10000 - 99999999999999	0.0036	0.0036
B93498 - Oracle Cloud Infrastructure Identity and Access Management-Replication			
management represents.	User Per Month	0.0036	0.0036
B94173 - Oracle Threat Intelligence Service			
_	API Calls.	0.00	0.00
B94277 - Oracle Cloud Infrastructure-Web Application Firewall-Requests			
	1,000,000 Incoming	0.00	0.00
	Requests Per Month 0 -		
	1,000,000 Incoming	0.54	0.54
	Requests Per Month 10 - 999999999999999		
B94579 - Oracle Cloud Infrastructure-Web Application			
Firewall-Instance			
	Instance Per Month 0 - 1	0.00	0.00
	Instance Per Month 1 - 9999999999999999	4.5	4.5
Content Management Cloud Service			
B88298 - Oracle WebCenter Portal Cloud Service			
B88405 - Oracle WebCenter Portal Cloud Service-BYOL	OCPU Per Hour	0.6968	0.6968
B00403 - Ofacie WebCeffier Fortal Gloud Service-BTOL	OCPU Per Hour	0.1742	0.1742
B89969 - Oracle Content and Experience Cloud Service- Standard	Oct of en riodi	0.1742	0.1742
Standard	Active User Per Hour	0.135	0.135
B89970 - Oracle Content and Experience Cloud Service- Enterprise	Active Osci For Flour	0.133	0.100
- 1.10. p. 100	Active User Per Hour	0.405	0.405
B89971 - Oracle Content and Experience Cloud Service- Visitor	Add Cool For Floar	0.400	0.400
v lottor	Active User Per Hour	0.0091	0.0091
B91210 - Oracle Content Management			
	5,000 Assets Per Month 0 - 1	95.994	95.994
	5,000 Assets Per Month 1 - 10	432.00	432.00
	5,000 Assets Per Month 10 - 200	216.00	216.00

250 Video Assets Per	Usage Item Description	Metric	Unit Net Price	Overage Net Unit Price
5,000 Assets Fer Month 10000 - 9999999999999999999999999999999			108.00	108.00
Month 10000 - 989999999 September Se				
Sepage S		-,	12.96	12.96
### Secretarial Parameter				
Signature Sign	D04044 Orgala Content Management Outhough Date	99999999		
Sigastyte Outbound Data Transfer Per Month Data Transfer Per Data Transfer Per Data Integration Cloud Service-Enterprise Dispasse Oracle Cloud Infrastructure Data Integration Data Processed per Hourt Data Processed Per Month Data Per Data Integrator Cloud Service DCPU Per Hour Data Data Integrator Cloud Service DCPU Per Hour Data Data Data Integrator Cloud Service DCPU Per Hour Data Data Data Data Integrator Cloud Service DCPU Per Hour Data Data Data Data Data Data Integrator Cloud Service DCPU Per Hour Data Data Data Data Data Data Data Da	_			
Data Transfer Per Month	Transier	Gigabyte Outhound	0.036	0.036
Month			0.030	0.030
Management 250 Vidoo Assets Per				
Management 250 Video Assets Per	B92217 - Oracle Content Management-Advanced Video			
Month	Management			
Sep2637 - Oracle Content Management-BYOL		250 Video Assets Per	216.00	216.00
S000 Assets Per		Month		
Month 0 - 10 5000 Assets Per 54.00 54.00 Month 10 - 200 5000 Assets Per 27.00 27.00 27.00 Month 20 - 10000 5000 Assets Per 3.24 3.24 3.24 Month 10000 - 99999999 Month 200 - 10000 99999999 Month 200 - 10 Month 200	B92637 - Oracle Content Management-BYOL			
S000 Assets Per Month 10 - 200 S4.00 S4.00 S4.00 Month 10 - 200 27.00 27.00 Month 10 - 200 S000 Assets Per Month 200 - 10000 S000 Assets Per Month 200 - 10000 Assets Per Month 200		5000 Assets Per	108.00	108.00
Month 10 - 200 5000 Assets Per 27.00 27.00 27.00 Month 200 - 10000 5000 Assets Per 3.24 3.24 3.24 Month 10000 - 99999999 Sep3411 - Oracle Content Management-Starter Edition		Month 0 - 10		
S000 Assets Per Month 200 - 10000 S000 Assets Per Month 200 - 10000 S000 Assets Per Month 10000 - 10000 S000 Assets Per Month 10000 - 10000 S000 Assets Per Month 10000 - 1000 S000 Assets Per Month 10000 - 1000 S000 Assets Per Month 10-0 S000 Assets Per Month 10		5000 Assets Per	54.00	54.00
Month 200 - 10000 5000 Assets Per 3.24 3.24 3.24 Month 10000 - 9999999999999999999999999999999		Month 10 - 200		
S000 Assets Per Month 10000 - 999999999 Month 10000 - 999999999 Month 10000 - 999999999 Month 10000 - 9999999999 Month 10000 - 9999999999999999999999999999999			27.00	27.00
Month 10000 - 9999999999999999999999999999999		Month 200 - 10000		
### B9999999999999999999999999999999999			3.24	3.24
### B93411 - Oracle Content Management-Starter Edition 5000 Assets Per Month				
South Assets Per Month	D00444	99999999		
0 - 1	B93411 - Oracle Content Management-Starter Edition	5000 Assats Des Marth	0.00	0.00
S000 Assets Per Month 1 - 3 1 - 3 360.00			0.00	0.00
1 - 3 360.00		-	67.5	67.5
S000 Assets Per Month 360.00 360.			01.5	07.5
Section Service Section Sect			360.00	360.00
B88299 - Oracle Data Integrator Cloud Service			000.00	000.00
B88299 - Oracle Data Integrator Cloud Service	Data Integration Cloud Service			
OCPU Per Hour 0.6968 0.6968 B88310 - Oracle GoldenGate Cloud Service-Enterprise OCPU Per Hour 0.6968 0.6968 B88398 - Oracle GoldenGate Cloud Service-Enterprise-BYOL 0CPU Per Hour 0.1742 0.1742 B88406 - Oracle Data Integrator Cloud Service-BYOL 0CPU Per Hour 0.1742 0.1742 B92598 - Oracle Cloud Infrastructure-Data Integration-Workspace Workspace Usage per 1.0144 0.144 1.044 Hour Hour B92599 - Oracle Cloud Infrastructure-Data Integration Gigabyte of Data 1.0036 0.036 1.0	-			
B88310 - Oracle GoldenGate Cloud Service-Enterprise OCPU Per Hour 0.6968 0.6968 B88398 - Oracle GoldenGate Cloud Service-Enterprise-BYOL OCPU Per Hour 0.1742 0.1742 B88406 - Oracle Data Integrator Cloud Service-BYOL OCPU Per Hour 0.1742 0.1742 B92598 - Oracle Cloud Infrastructure-Data Integration-Workspace Workspace Usage per 1.144 0.144 Hour B92599 - Oracle Cloud Infrastructure-Data Integration Gigabyte of Data 0.036 0.036 Processed per Hour B92695 - Oracle Stream Analytics for Oracle Cloud Infrastructure OCPU Per Hour 0.8548 0.8548		OCPU Per Hour	0.6968	0.6968
OCPU Per Hour 0.6968 0.6968 B88398 - Oracle GoldenGate Cloud Service-Enterprise-BYOL OCPU Per Hour 0.1742 0.1742 B88406 - Oracle Data Integrator Cloud Service-BYOL OCPU Per Hour 0.1742 0.1742 B92598 - Oracle Cloud Infrastructure-Data Integration-Workspace Workspace Usage per 0.144 0.144 Hour B92599 - Oracle Cloud Infrastructure-Data Integration Gigabyte of Data 0.036 0.036 Processed per Hour B92695 - Oracle Stream Analytics for Oracle Cloud Infrastructure OCPU Per Hour 0.8548 0.8548	B88310 - Oracle GoldenGate Cloud Service-Enterprise			
B88398 - Oracle GoldenGate Cloud Service-Enterprise-BYOL OCPU Per Hour O1742 0.1742 0.1742 B92598 - Oracle Cloud Infrastructure-Data Integration-Workspace Workspace Usage per Hour B92599 - Oracle Cloud Infrastructure-Data Integration Gigabyte of Data Processed per Hour B92695 - Oracle Stream Analytics for Oracle Cloud Infrastructure OCPU Per Hour		OCPU Per Hour	0.6968	0.6968
BYOL OCPU Per Hour	B88398 - Oracle GoldenGate Cloud Service-Enterprise-	-		
B88406 - Oracle Data Integrator Cloud Service-BYOL OCPU Per Hour OCPU Per Hour O.1742 0.1742 B92598 - Oracle Cloud Infrastructure-Data Integration-Workspace Workspace Usage per	BYOL			
OCPU Per Hour 0.1742 0.1742 B92598 - Oracle Cloud Infrastructure-Data Integration-Workspace Workspace Usage per 1.144 0.144 Hour B92599 - Oracle Cloud Infrastructure-Data Integration Gigabyte of Data 0.036 0.036 Processed per Hour B92695 - Oracle Stream Analytics for Oracle Cloud Infrastructure OCPU Per Hour 0.8548 0.8548		OCPU Per Hour	0.1742	0.1742
OCPU Per Hour 0.1742 0.1742 B92598 - Oracle Cloud Infrastructure-Data Integration-Workspace Workspace Usage per 1.144 0.144 Hour B92599 - Oracle Cloud Infrastructure-Data Integration Gigabyte of Data 0.036 0.036 Processed per Hour B92695 - Oracle Stream Analytics for Oracle Cloud Infrastructure OCPU Per Hour 0.8548 0.8548	B88406 - Oracle Data Integrator Cloud Service-BYOL			
Workspace Usage per O.144 0.144 Hour B92599 - Oracle Cloud Infrastructure-Data Integration Gigabyte of Data Processed per Hour B92695 - Oracle Stream Analytics for Oracle Cloud Infrastructure OCPU Per Hour 0.8548 0.8548	-	OCPU Per Hour	0.1742	0.1742
Workspace Usage per O.144 0.144 Hour B92599 - Oracle Cloud Infrastructure-Data Integration Gigabyte of Data Processed per Hour B92695 - Oracle Stream Analytics for Oracle Cloud Infrastructure OCPU Per Hour 0.8548 0.8548	B92598 - Oracle Cloud Infrastructure-Data Integration-			
Hour B92599 - Oracle Cloud Infrastructure-Data Integration Gigabyte of Data Processed per Hour B92695 - Oracle Stream Analytics for Oracle Cloud Infrastructure OCPU Per Hour 0.8548 0.8548	Workspace			
B92599 - Oracle Cloud Infrastructure-Data Integration Gigabyte of Data Processed per Hour B92695 - Oracle Stream Analytics for Oracle Cloud Infrastructure OCPU Per Hour 0.8548 0.8548		Workspace Usage per	0.144	0.144
Gigabyte of Data 0.036 0.036 Processed per Hour B92695 - Oracle Stream Analytics for Oracle Cloud Infrastructure OCPU Per Hour 0.8548 0.8548		Hour		
Processed per Hour B92695 - Oracle Stream Analytics for Oracle Cloud Infrastructure OCPU Per Hour 0.8548 0.8548	B92599 - Oracle Cloud Infrastructure-Data Integration			
B92695 - Oracle Stream Analytics for Oracle Cloud Infrastructure OCPU Per Hour 0.8548 0.8548			0.036	0.036
Infrastructure OCPU Per Hour 0.8548 0.8548		Processed per Hour		
OCPU Per Hour 0.8548 0.8548	B92695 - Oracle Stream Analytics for Oracle Cloud			
	Infrastructure			
B92992 - Oracle Cloud Infrastructure-GoldenGate		OCPU Per Hour	0.8548	0.8548
	B92992 - Oracle Cloud Infrastructure-GoldenGate			

Usage Item Description	Metric	Unit Net Price	Overage Net Unit Price
	OCPU Per Hour	1.2097	1.2097
B92993 - Oracle Cloud Infrastructure-GoldenGate-BYOL			
	OCPU Per Hour	0.2903	0.2903
B93306 - Oracle Cloud Infrastructure-Data Integration-			
Pipeline Operator Execution	Execution Hour 0 - 30	0.00	0.00
	Execution Hour 30 -	0.00 0.27	0.00 0.27
	99999999999999	0.21	0.27
Compute Cloud Service	·		
B88315 - Oracle Cloud Infrastructure-Compute-Bare Metal			
Standard-X5			
	OCPU Per Hour	0.0574	0.0574
B88317 - Oracle Cloud Infrastructure-Compute-Virtual			
Machine Standard-X5			
D00540 O 1 O 11 (OCPU Per Hour	0.0574	0.0574
B88513 - Oracle Cloud Infrastructure-Compute-Bare Metal Standard-X7			
Glandard-A7	OCPU Per Hour	0.0574	0.0574
B88514 - Oracle Cloud Infrastructure-Compute-Virtual	GOT GT CITTIGUI	0.007	0.007 1
Machine Standard-X7			
	OCPU Per Hour	0.0574	0.0574
B88515 - Oracle Cloud Infrastructure-Compute-Bare Metal			
Dense I/O-X7			
	OCPU Per Hour	0.1148	0.1148
B88516 - Oracle Cloud Infrastructure-Compute-Virtual Machine Dense I/O-X7			
Machine Dense I/O-A/	OCPU Per Hour	0.1148	0.1148
B88517 - Oracle Cloud Infrastructure-Compute-Bare Metal	OCI OTELTION	0.1140	0.1140
GPU Standard-X7			
	GPU Per Hour	1.1475	1.1475
B88518 - Oracle Cloud Infrastructure-Compute-Virtual			
Machine GPU Standard-X7			
	GPU Per Hour	1.1475	1.1475
B89734 - Oracle Cloud Infrastructure-Compute-GPU			
Standard-V2	GPU Per Hour	2.655	2.655
B90398 - Oracle Cloud Infrastructure-Compute-HPC-X7	GPO Pel Houl	2.655	2.655
B90390 - Oracle Gloud Illinastitucture-Compute-Fill C-A7	OCPU Per Hour	0.0675	0.0675
B90425 - Oracle Cloud Infrastructure-Compute-Standard-E2		0.0073	0.0075
200 .20	OCPU Per Hour	0.027	0.027
B90617 - Oracle Functions-Execution Time-10,000 Gigabyte			
Memory			
	Seconds 0 - 40	0.00	0.00
	Seconds 40 -	0.1275	0.1275
	99999999		
B90618 - Oracle Functions-Invocations	4 000 000 Farestine	2.22	2.22
	1,000,000 Function Invocations 0 - 2	0.00	0.00
	1,000,000 Function	0.18	0.18
	Invocations 2 -	0.10	0.10
	99999999		

Usage Item Description	Metric	Unit Net Price	Overage Net Unit Price
B91119 - Oracle Cloud Infrastructure-Compute-Bare Metal Standard-B1			
B91120 - Oracle Cloud Infrastructure-Compute-Virtual	OCPU Per Hour	0.0574	0.0574
Machine Standard-B1	OCPU Per Hour	0.0574	0.0574
B91372 - Oracle Cloud Infrastructure-Compute-Microsoft SQL Enterprise	OCPU Per Hour	1.323	1.323
B91373 - Oracle Cloud Infrastructure-Compute-Microsoft SQL Standard			
B91444 - Oracle Cloud Infrastructure-Compute-Virtual	OCPU Per Hour	0.333	0.333
Machine Standard-E2 Micro-Free B92072 - Oracle Cloud Infrastructure-API	OCPU Per Hour	0.00	0.00
Gateway-1,000,000 API Calls	1,000,000 API Calls	2.7	2.7
B92306 - Oracle Cloud Infrastructure-Compute-Standard-	Per Month		
E3-OCPU	OCPU Per Hour	0.0225	0.0225
B92307 - Oracle Cloud Infrastructure-Compute-Standard- E3-Memory	Gigabyte Per Hour	0.0014	0.0014
B92740 - Oracle Cloud Infrastructure-Compute-GPU-E3	GPU Per Hour	2.745	2.745
B93113 - Oracle Cloud Infrastructure-Compute-Standard-E4	OCPU Per Hour	0.0225	0.0225
B93114 - Oracle Cloud Infrastructure-Compute-Standard- E4-Memory			
B93297 - Oracle Cloud Infrastructure-Compute-Standard-A1	Gigabyte Per Hour OCPU Per Hour 0 -	0.0014	0.0014
	3000 OCPU Per Hour 3000 -	0.009	0.009
B93298 - Oracle Cloud Infrastructure-Compute-Standard-	99999999999999		
A1-Memory	Gigabyte Per Hour 0 -	0.00	0.00
	18000 Gigabyte Per Hour 18000 -	0.0014	0.0014
B93311 - Oracle Cloud Infrastructure-Compute-Optimized-X9	99999999999999		
B93312 - Oracle Cloud Infrastructure-Compute-Optimized-	OCPU Per Hour	0.0486	0.0486
X9-Memory	Gigabyte Per Hour	0.0014	0.0014
B94176 - Oracle Cloud Infrastructure-Compute-Standard-X9	OCPU Per Hour	0.036	0.036

Usage Item Description	Metric	Unit Net Price	Overage Net Unit Price
B94177 - Oracle Cloud Infrastructure-Compute-Standard-			
X9-Memory			
0, 10	Gigabyte Per Hour	0.0014	0.0014
Storage Cloud Service			
B89057 - Oracle Cloud Infrastructure-File Storage	Cigobyto Storogo	0.27	0.27
	Gigabyte Storage Capacity per Month	0.27	0.27
B90938 - Oracle Cloud Infrastructure-Streaming-PUT or	Capacity por mornin		
GET			
	Gigabytes of Data	0.0225	0.0225
	Transferred		
B90939 - Oracle Cloud Infrastructure-Streaming-Storage			
	Gigabyte Per Hour	0.0002	0.0002
B91445 - Oracle Cloud Infrastructure-Block Volume-Free			
	Gigabyte Storage	0.00	0.00
B91627 - Oracle Cloud Infrastructure-Object Storage-	Capacity per Month		
Requests			
	10,000 Requests per	0.00	0.00
	Month 0 - 5		
	10,000 Requests per	0.0031	0.0031
	Month 5 - 999999999		
B91628 - Oracle Cloud Infrastructure-Object Storage-			
Storage			
	Gigabyte Storage	0.00	0.00
	Capacity per Month 0 - 10		
	Gigabyte Storage	0.0229	0.0229
	Capacity per Month 10		
	- 99999999		
B91633 - Oracle Cloud Infrastructure-Archive Storage-Free			
	Gigabyte Storage	0.00	0.00
	Capacity per Month 0 -		
	10	0.0000	0.0000
	Gigabyte Storage Capacity per Month 10	0.0023	0.0023
	- 99999999		
B91961 - Oracle Cloud Infrastructure-Block Volume Storag			
	Gigabyte Storage	0.0229	0.0229
	Capacity Per Month		
B91962 - Oracle Cloud Infrastructure-Block Volume Performance			
	Performance Units Per	0.0015	0.0015
	Gigabyte Per Month		
B93000 - Oracle Cloud Infrastructure-Infrequent Access			
Storage-Storage	Cimphysta Character	0.00	0.00
	Gigabyte Storage Capacity Per Month 0 -	0.00	0.00
	Capacity Per Month 0 -		
	Gigabyte Storage	0.009	0.009
	Capacity Per Month 10		
	- 9999999999999		

Usage Item Description	Metric	Unit Net Price	Overage Net Unit Price
B93001 - Oracle Cloud Infrastructure-Data Retrieval-			
Storage			
	Gigabyte Storage	0.00	0.00
	Retrieved Per Month 0 - 10		
	Gigabyte Storage	0.009	0.009
	Retrieved Per Month 10	0.009	0.009
	- 9999999999999		
Network Cloud Service			
B88325 - Oracle Cloud Infrastructure-FastConnect 1 C	Sbps		
	Port Hour	0.1913	0.1913
B88326 - Oracle Cloud Infrastructure-FastConnect 10		00.10	0
	Port Hour	1.1475	1.1475
B88327 - Oracle Cloud Infrastructure-Outbound Data			
Transfer-Originating in North America, Europe, and Uk	<		
3 3 1, 1, 1, 1, 1, 1	Gigabyte Outbound	0.00	0.00
	Data Transfer Per		
	Month 0 - 10240		
	Gigabyte Outbound	0.0077	0.0077
	Data Transfer Per		
	Month 10240 -		
	9999999999999		
B88523 - Oracle Cloud Infrastructure-Email Delivery			
	1,000 Emails Sent	0.0765	0.0765
B88525 - Oracle Cloud Infrastructure-DNS			
	1,000,000 Queries	0.765	0.765
B90323 - Oracle Cloud Infrastructure-Health Checks-E	Basic		
	Endpoints Per Month	0.27	0.27
B90325 - Oracle Cloud Infrastructure-Health Checks-			
Premium			
	Endpoints Per Month	1.17	1.17
B90327 - Oracle Cloud Infrastructure-DNS Traffic Management			
	1,000,000 DNS Traffic	3.6	3.6
	Management Queries		
B90925 - Oracle Cloud Infrastructure-Monitoring-Inges	stion		
	Million Datapoints 0 -	0.00	0.00
	500		
	Million Datapoints 500 -	0.0023	0.0023
	99999999		
B90926 - Oracle Cloud Infrastructure-Monitoring-Retri			
	Million Datapoints 0 - 1000	0.00	0.00
	Million Datapoints 1000 - 99999999	0.0014	0.0014
B90940 - Oracle Cloud Infrastructure-Notifications-HT Delivery	TPS		
,	Million Delivery	0.00	0.00
	Operations 0 - 1		
	Million Delivery	0.54	0.54
	Operations 1 - 999999999		

Usage Item Description	Metric	Unit Net Price	Overage Net Unit Price
B90941 - Oracle Cloud Infrastructure-Notifications-Email			
Delivery			
	1,000 Emails Sent 0 - 1	0.00	0.00
	1,000 Emails Sent 1 - 999999999	0.018	0.018
B92593 - Oracle Cloud Infrastructure-Logging-Storage			
	Gigabyte Log Storage Per Month 0 - 10	0.00	0.00
	Gigabyte Log Storage Per Month 10 - 999999999	0.045	0.045
B93004 - Oracle Cloud Infrastructure-Notifications-SMS			
Outbound to Country Zone 1	1 CMC Massage Cont 0	0.00	0.00
	1 SMS Message Sent 0 - 100		
	1 SMS Message Sent	0.0135	0.0135
	100 - 99999999999999		
B93005 - Oracle Cloud Infrastructure-Notifications-SMS Outbound to Country Zone 2			
Outbound to Country Zone 2	1 SMS Message Sent 0	0.00	0.00
	- 100		
	1 SMS Message Sent 100 -	0.0405	0.0405
	99999999999999		
B93006 - Oracle Cloud Infrastructure-Notifications-SMS			
Outbound to Country Zone 3			
	1 SMS Message Sent 0 - 100	0.00	0.00
	1 SMS Message Sent	0.0774	0.0774
	100 -		
	9999999999999		
B93007 - Oracle Cloud Infrastructure-Notifications-SMS			
Outbound to Country Zone 4	1 SMS Message Sent 0	0.00	0.00
	- 100	0.00	0.00
	1 SMS Message Sent	0.108	0.108
	100 -		
PO2000 Oncole Cloud Infractivity Notifications CMC	9999999999999		
B93008 - Oracle Cloud Infrastructure-Notifications-SMS Outbound to Country Zone 5			
Culbouria to country 2010 o	1 SMS Message Sent 0	0.00	0.00
	- 100	0.00	0.00
	1 SMS Message Sent	0.216	0.216
	100 -		
	9999999999999		
B93030 - Oracle Cloud Infrastructure-Load Balancer Base	Load Balancer Hour 0 -	0.00	0.00
	Load Balancer Hour 0 - 744	0.00	0.00
	Load Balancer Hour 744 - 999999999	0.0102	0.0102
B93031 - Oracle Cloud Infrastructure-Load Balancer			
Bandwidth			

Usage Item Description	Metric	Unit Net Price	Overage Net Unit Price
	Mbps Per Hour 0 - 7440	0.00	0.00
	Mbps Per Hour 7440 - 999999999	0.0001	0.0001
B93126 - Oracle Cloud Infrastructure-FastConnect 1000	Bbps		
	Port Hour	9.675	9.675
B93455 - Oracle Cloud Infrastructure-Outbound Data Transfer-Originating in APAC, Japan, and South America	a		
	Gigabyte Outbound	0.00	0.00
	Data Transfer Per Month 0 - 10240		
	Gigabyte Outbound	0.0225	0.0225
	Data Transfer Per	0.0220	0.0220
	Month 10240 -		
	9999999999999		
B93456 - Oracle Cloud Infrastructure-Outbound Data Transfer-Originating in Middle East and Africa			
manoror Originating in Middle Last and Anida	Gigabyte Outbound	0.00	0.00
	Data Transfer Per	0.00	0.00
	Month 0 - 10240		
	Gigabyte Outbound	0.045	0.045
	Data Transfer Per		
	Month 10240 - 999999999999999		
Analytics Cloud Service	333333333333		
B89630 - Oracle Analytics Cloud-Professional			
Classo / man, mod classe / notocoloma.	OCPU Per Hour	0.9678	0.9678
B89631 - Oracle Analytics Cloud-Enterprise			
	OCPU Per Hour	1.9355	1.9355
B89636 - Oracle Analytics Cloud-Professional-BYOL			
	OCPU Per Hour	0.2903	0.2903
B89637 - Oracle Analytics Cloud-Enterprise-BYOL			
	OCPU Per Hour	0.2903	0.2903
B92335 - Essbase for Oracle Cloud Infrastructure			
	OCPU Per Hour	1.1816	1.1816
B92682 - Oracle Analytics-Professional			
POSSOS Oroglo Apolytica Enterprisa	User Per Month	14.4	14.4
B92683 - Oracle Analytics-Enterprise	User Per Month	72.00	72.00
B94568 - Oracle Analytics Server for Oracle Cloud	Oser Fer World	72.00	72.00
Infrastructure			
	OCPU Per Hour	1.575	1.575
Big Data Cloud Service			
B93423 - Oracle Cloud Infrastructure-Al Services-Langu	age		
	1000 Transactions 0 - 5	0.00	0.00
	1000 Transactions 5 - 999999999999999	0.225	0.225
B93545 - Oracle Cloud Infrastructure AI Services-Anom			
Detection			
	1000 Transactions 0 - 1	0.00	0.00
	1000 Transactions 1 -	0.225	0.225
	9999999999999		

Usage Item Description	Metric	Unit Net Price	Overage Net Unit Price
B93555 - Oracle Big Data Service			
-	OCPU Per Hour	0.0135	0.0135
B94282 - Oracle Cloud Infrastructure-Data Labeling			
	Annotated Data Record	0.00	0.00
	0 - 1000	0.0000	0.0000
	Annotated Data Record 1000 -	0.0002	0.0002
	9999999999999		
B94896 - Oracle Cloud Infrastructure-Speech			
	Transcription Hour 0 - 5	0.00	0.00
	Transcription Hour 5 -	0.45	0.45
	9999999999999		
B94973 - Oracle Cloud Infrastructure-Vision-Image Analysis		0.00	0.00
	1,000 Transactions 0 - 5	0.00	0.00
	1,000 Transactions 5 -	0.225	0.225
	999999999999999999999999999999999999999	0.223	J.220
B94974 - Oracle Cloud Infrastructure-Vision-OCR			
	1,000 Transactions 0 - 5	0.00	0.00
	1,000 Transactions 5 -	0.9	0.9
	1000000000000000		
B94975 - Oracle Cloud Infrastructure-Vision-Document			
Properties	1 000 Transactions 0	0.00	0.00
	1,000 Transactions 0 - 5	0.00	0.00
	1,000 Transactions 5 - 100000000000000000	0.225	0.225
B94976 - Oracle Cloud Infrastructure-Vision-Document	100000000000000000000000000000000000000		
Extraction			
	1,000 Transactions 0 -	0.00	0.00
	5		
	1,000 Transactions 5 -	9.00	9.00
	9999999999999		
B94977 - Oracle Cloud Infrastructure-Vision-Custom Training			
	Training Hour 0 - 15	0.00	0.00
	Training Hour 15 - 999999999999999	1.35	1.35
Enterprise Integration Cloud Service			
B88461 - Oracle Messaging Cloud Service			
200.00. Oracio mossaying Gloda Golffido	1,000,000 API Calls per	0.18	0.18
	Month	33	-
B89639 - Oracle Integration Cloud Service-Standard			
	5K Messages Per Hour	0.5807	0.5807
B89640 - Oracle Integration Cloud Service-Enterprise			
	5K Messages Per Hour	1.1613	1.1613
B89643 - Oracle Integration Cloud Service-Standard-BYOL			
	20K Messages Per	0.2903	0.2903
B89644 - Oracle Integration Cloud Service-Enterprise-BYO	Hour		
Dogo44 - Oracle integration Cloud Service-Enterprise-BYO	=		

Usage Item Description	Metric	Unit Net Price	Overage Net Unit Price
	20K Messages Per	0.2903	0.2903
	Hour		
B92450 - Oracle SOA Suite for Oracle Cloud Infrastructure			
	OCPU Per Hour	0.6508	0.6508
B92451 - Oracle SOA Suite for Oracle Cloud Infrastructure-			
with B2B Adapter for EDI			
	OCPU Per Hour	1.0864	1.0864
Data Management Cloud Service			
B88290 - Oracle Database Cloud Service-Enterprise			
Edition-General Purpose			
	OCPU Per Hour	0.3871	0.3871
B88291 - Oracle Database Cloud Service-Enterprise Edition			
Extreme Performance-General Purpose			
	OCPU Per Hour	1.2097	1.2097
B88292 - Oracle Database Cloud Service-Enterprise Edition			
High Performance-General Purpose			
	OCPU Per Hour	0.7984	0.7984
B88293 - Oracle Database Cloud Service-Standard Edition-			
General Purpose			
	OCPU Per Hour	0.1935	0.1935
B88294 - Oracle Database Backup Service-Outbound Data Transfer			
	Gigabyte Outbound	0.00	0.00
	Data Transfer per		
	Month 0 - 1		
	Gigabyte Outbound	0.0864	0.0864
	Data Transfer per Month 1 - 10240		
		0.0040	0.0040
	Gigabyte Outbound Data Transfer per	0.0648	0.0648
	Month 10240 - 51200		
	Gigabyte Outbound	0.0504	0.0504
	Data Transfer per	0.0004	0.0004
	Month 51200 - 153600		
	Gigabyte Outbound	0.036	0.036
	Data Transfer per		
	Month 153600 -		
	512000		
	Gigabyte Outbound	0.036	0.036
	Data Transfer per		
	Month 512000 -		
	99999999		
B88295 - Oracle Database Backup Service-GET and all			
other Requests	10000 5		0.0000
	10000 Requests Per	0.0029	0.0029
D00206 Oracla Database Backup Comitee DUT CODY	Month		
B88296 - Oracle Database Backup Service-PUT, COPY,			
POST or LIST Requests	1000 Paguasta Par	0.0006	0.0036
	1000 Requests Per Month	0.0036	0.0036
B88297 - Oracle Database Backup Service-Storage	WOTH		
Capacity			
Capacity			

Usage Item Description	Metric	Unit Net Price	Overage Net Unit Price
	Gigabyte Storage Capacity per Month 0 - 1024	0.019	0.019
	Gigabyte Storage Capacity per Month 1024 - 51200	0.0187	0.0187
	Gigabyte Storage Capacity per Month 51200 - 512000	0.0184	0.0184
	Gigabyte Storage Capacity per Month 512000 - 1024000	0.0181	0.0181
	Gigabyte Storage Capacity per Month 1024000 - 5120000	0.0177	0.0177
	Gigabyte Storage Capacity per Month 5120000 - 99999999	0.0175	0.0175
B88402 - Oracle Database Cloud Service-Enterprise Edition Extreme Performance RAC-BYOL			
	OCPU Per Hour	0.1742	0.1742
B88404 - Oracle Database Cloud Service-All Editions-BYOL	OCPU Per Hour	0.1742	0.1742
B88592 - Oracle Cloud Infrastructure-Database Exadata OCPU			·
B88593 - Oracle Cloud Infrastructure-Database Exadata Quarter Rack-X6	OCPU Per Hour	1.2097	1.2097
address reasons	Hosted Environment Per Hour	45.9678	45.9678
B88594 - Oracle Cloud Infrastructure-Database Exadata Half Rack-X6			
	Hosted Environment Per Hour	91.9355	91.9355
B88595 - Oracle Cloud Infrastructure-Database Exadata Full Rack-X6			
	Hosted Environment Per Hour	183.871	183.871
B88847 - Oracle Cloud Infrastructure-Database Exadata OCPU-BYOL			
B88854 - Oracle Cloud Infrastructure-Database Exadata Full Rack-X6-BYOL	OCPU Per Hour	0.2903	0.2903
R88855 - Oracle Cloud Infractructure Database Evadate	Hosted Environment Per Hour	122.3226	122.3226
B88855 - Oracle Cloud Infrastructure-Database Exadata Half Rack-X6-BYOL			
	Hosted Environment Per Hour	61.1613	61.1613
B88856 - Oracle Cloud Infrastructure-Database Exadata Quarter Rack-X6-BYOL			
	Hosted Environment Per Hour	30.5807	30.5807

Usage Item Description	Metric	Unit Net Price	Overage Net Unit Price
B89039 - Oracle Autonomous Data Warehouse-BYOL			
	OCPU Per Hour	0.2903	0.2903
B89040 - Oracle Autonomous Data Warehouse			
	OCPU Per Hour	1.2097	1.2097
B89041 - Oracle Autonomous Data Warehouse-Exadata			
Storage			
	Terabyte Storage Capacity Per Month	106.56	106.56
B89737 - Oracle NoSQL Database Cloud Service-Write	Capacity Per Montin		
Bos737 - Oracle NoSQL Database Gloud Service-Write	Write Unit Per Month	0.1129	0.1129
B89738 - Oracle NoSQL Database Cloud Service-Read	write office of World	0.1125	0.1123
Book of Gladic Nocal Bullback Cloud Colvice Notal	Read Unit Per Month	0.0058	0.0058
B89739 - Oracle NoSQL Database Cloud Service-Storage			
	Gigabyte Storage	0.0594	0.0594
	Capacity Per Month		
B89980 - Oracle Database Exadata Cloud at Customer-			
Database OCPU			
	OCPU Per Hour	1.2097	1.2097
B89981 - Oracle Database Exadata Cloud at Customer-			
Database OCPU-BYOL	OCPU Per Hour	0.2903	0.2903
B89999 - Oracle Cloud Infrastructure-Database Exadata	OCPO FEI HOUI	0.2903	0.2903
Infrastructure-Quarter Rack-X7			
	Hosted Environment	19.3549	19.3549
	Per Hour		
B90000 - Oracle Cloud Infrastructure-Database Exadata Infrastructure-Half Rack-X7			
	Hosted Environment	38.7096	38.7096
	Per Hour		
B90001 - Oracle Cloud Infrastructure-Database Exadata Infrastructure-Full Rack-X7			
	Hosted Environment	77.4194	77.4194
DOCCOO Occale Detakana Bashur Claud Okingt Ctarran	Per Hour		
B90230 - Oracle Database Backup Cloud-Object Storage	Gigabyte Storage	0.0046	0.0046
	Capacity Per Month	0.0040	0.0046
B90231 - Oracle Database Backup Cloud-Archive Storage			
	Gigabyte Storage	0.0005	0.0005
	Capacity Per Month		
B90453 - Oracle Autonomous Transaction Processing			
	OCPU Per Hour	1.2097	1.2097
B90454 - Oracle Autonomous Transaction Processing-BYOL			
	OCPU Per Hour	0.2903	0.2903
B90455 - Oracle Autonomous Transaction Processing-			
Exadata Storage	Torobyto Storogo	106.56	106 56
	Terabyte Storage Capacity Per Month	00.00	106.56
B90569 - Oracle Cloud Infrastructure-Database Cloud	Sapating i or mornin		
Service-Standard Edition			
	OCPU Per Hour	0.1935	0.1935
B90570 - Oracle Cloud Infrastructure-Database Cloud			
Service-Enterprise Edition			

Usage Item Description	Metric	Unit Net Price	Overage Net Unit Price
	OCPU Per Hour	0.3871	0.3871
B90571 - Oracle Cloud Infrastructure-Database Cloud Service-Enterprise Edition High Performance			
·	OCPU Per Hour	0.7984	0.7984
B90572 - Oracle Cloud Infrastructure-Database Cloud			
Service-Enterprise Edition Extreme Performance			
	OCPU Per Hour	1.2097	1.2097
B90573 - Oracle Cloud Infrastructure-Database Cloud			
Service-All Editions-BYOL			
	OCPU Per Hour	0.1742	0.1742
B90777 - Oracle Cloud Infrastructure-Database Exadata			
Infrastructure-Base System			
	Hosted Environment	9.6774	9.6774
P04424 Oracle Claud SOL Compute Conscitu	Per Hour		
B91121 - Oracle Cloud SQL-Compute Capacity	OCDII Day Have	0.0000	0.0000
DOMAGO, Orosalo Biro Boto Osmico Osmordo Otro dend	OCPU Per Hour	0.0968	0.0968
B91128 - Oracle Big Data Service-Compute-Standard	CORUPACIA	0.404	0.404
DOMAGO Orosala Dia Data Orosaina Orosanta Darra 1/0	OCPU Per Hour	0.121	0.121
B91129 - Oracle Big Data Service-Compute-Dense I/O	000110 11	0.4000	0.4000
	OCPU Per Hour	0.1926	0.1926
B91130 - Oracle Big Data Service-Compute-HPC	22212		
	OCPU Per Hour	0.1382	0.1382
B91363 - Gen 2 Exadata Cloud at Customer-Database			
OCPU	OCDII Dea Herra	4 2007	4 0007
B91364 - Gen 2 Exadata Cloud at Customer-Database	OCPU Per Hour	1.2097	1.2097
OCPU-BYOL			
	OCPU Per Hour	0.2903	0.2903
B91391 - Oracle Autonomous Data Warehouse-Free			
	OCPU Per Hour	0.00	0.00
B91392 - Oracle Autonomous Data Warehouse-Exadata			
Storage-Free			
	Terabyte Storage	0.00	0.00
DOLOGO Occile Astronomy Transaction December 5	Capacity Per Month		
B91393 - Oracle Autonomous Transaction Processing-Free	CORUPACIA	0.00	0.00
Datast O. I. A	OCPU Per Hour	0.00	0.00
B91394 - Oracle Autonomous Transaction Processing- Exadata Storage-Free			
Exadata Storage-Free	Terabyte Storage	0.00	0.00
	Capacity Per Month	0.00	0.00
B91535 - Oracle Cloud Infrastructure-Database Exadata	Capacity I of Month		
Infrastructure-Quarter Rack-X8			
	Hosted Environment	13.0646	13.0646
	Per Hour	10,000	
B91536 - Oracle Cloud Infrastructure-Database Exadata Infrastructure-Half Rack-X8			
mindon dotato i idii i tadii 7.0	Hosted Environment	26.1291	26.1291
	Per Hour	20.1231	۷۵.۱۷۵۱
B91537 - Oracle Cloud Infrastructure-Database Exadata	. 5 541		
Infrastructure-Full Rack-X8			
	Hosted Environment	52.2581	52.2581
	Per Hour		

Usage Item Description	Metric	Unit Net Price	Overage Net Unit Price
B91631 - Oracle Cloud Infrastructure-Data Safe for Database Cloud Service-Audit Record Collection Over 1 Million Records			
	10,000 Audit Records Per Target Per Month	0.09	0.09
B91632 - Oracle Cloud Infrastructure-Data Safe for Database Cloud Service	Ç		
B92023 - MySQL HeatWave-Standard-E3	Each	0.00	0.00
	Node Per Hour	0.3182	0.3182
B92024 - MySQL Database for HeatWave-Standard-E3	Node Per Hour	0.3182	0.3182
B92181 - Oracle Autonomous Transaction Processing- Dedicated	Node Fel Floui	0.5162	0.3102
	OCPU Per Hour	1.2097	1.2097
B92182 - Oracle Autonomous Data Warehouse-Dedicated	OCPU Per Hour	1.2097	1.2097
B92183 - Oracle Autonomous Transaction Processing- Dedicated-BYOL			
B92184 - Oracle Autonomous Data Warehouse-Dedicated-BYOL	OCPU Per Hour	0.2903	0.2903
BIOL	OCPU Per Hour	0.2903	0.2903
B92212 - Oracle Autonomous JSON Database	OCPU Per Hour	0.2903	0.2903
B92380 - Oracle Cloud Infrastructure-Database Exadata Infrastructure-Quarter Rack-X8M			
	Hosted Environment Per Hour	13.0646	13.0646
B92381 - Oracle Cloud Infrastructure-Database Exadata Infrastructure-Database Server-X8M			
	Hosted Environment Per Hour	2.6129	2.6129
B92382 - Oracle Cloud Infrastructure-Database Exadata Infrastructure-Storage Server-X8M			
	Hosted Environment Per Hour	2.6129	2.6129
B92418 - Exadata Cloud at Customer-Autonomous Transaction Processing			
	Database OCPU Per Hour	1.2097	1.2097
B92419 - Exadata Cloud at Customer-Autonomous Data Warehouse			
	Database OCPU Per Hour	1.2097	1.2097
B92420 - Exadata Cloud at Customer-Autonomous Transaction Processing-Database OCPU-BYOL	OODLI D		0.0000
B92421 - Exadata Cloud at Customer-Autonomous Data Warehouse-Database OCPU-BYOL	OCPU Per Hour	0.2903	0.2903
B92425 - MySQL Database-Standard-E2	OCPU Per Hour	0.2903	0.2903

Usage Item Description	Metric	Unit Net Price	Overage Net Unit Price
	OCPU Per Hour	0.042	0.042
B92426 - MySQL Database-Storage			
	Gigabyte Storage	0.036	0.036
B92483 - MySQL Database-Backup Storage	Capacity per Month		
1092403 - MYSQL Dalabase-Datkup Storage	Gigabyte Storage	0.036	0.036
	Capacity per Month		0.000
B92627 - Oracle NoSQL Database Cloud-Write-Free			
	Write Unit Per Month	0.00	0.00
B92628 - Oracle NoSQL Database Cloud-Read-Free			
	Read Unit Per Month	0.00	0.00
B92629 - Oracle NoSQL Database Cloud-Storage-Free			
	Gigabyte Storage Capacity Per Month	0.00	0.00
B92733 - Oracle Cloud Infrastructure-Data Safe for On-	Capacity i et Monut		
Premises Databases & Databases on Compute			
	Target Database Per	180.00	180.00
	Month		
B92734 - Oracle Cloud Infrastructure-Data Safe for On- Premises Databases & Databases on Compute			
, , , , , , , , , , , , , , , , , , , ,	10,000 Audit Records	0.09	0.09
	Per Target Per Month		
B92759 - MySQL Analytics-Bare Metal Standard-E2			
	Node Per Hour	0.4516	0.4516
B92807 - MySQL Database-Bare Metal Standard-E2			
	Node Per Hour	0.4516	0.4516
B92911 - Oracle APEX Application Development	OCDU Des Heurs	0.0000	0.0000
B92962 - MySQL Database-Standard-E3	OCPU Per Hour	0.2903	0.2903
D32302 - My3QL Dalabase-Standard-L3	OCPU Per Hour	0.0342	0.0342
B92963 - MySQL Database-Standard-E3-Memory	COI O I CI FICUI	0.0042	0.0042
	Gigabyte Per Hour	0.002	0.002
B93199 - Oracle Cloud Infrastructure Database Migration	•		
	Migration Hour	0.18	0.18
B93320 - Oracle APEX Application Development-Free			
	OCPU Per Hour	0.00	0.00
B93546 - MySQL Database for HeatWave-Bare Metal			
Standard-E3	Nede Day Herry	4.000	4.000
B93710 - Oracle NoSQL Database Cloud-Write-Auto	Node Per Hour	1.993	1.993
B33710 - Olacie NOSQL Dalabase Cloud-Wille-Auto	Write Unit Per Month	2.8215	2.8215
B93711 - Oracle NoSQL Database Cloud-Read-Auto	William Child of Michael	2.0210	2.02.10
Signal Today Tulo	Read Unit Per Month	0.144	0.144
B93712 - Oracle NoSQL Database Cloud-Hosted			2
Environment			
	Hosted Environment	25,916.4	25,916.4
	Per Month		
Not Discount Eligible			
B88318 - Oracle Cloud Infrastructure-Compute-Windows			
OS	OCDII Dor Hour	0.000	0.000
	OCPU Per Hour	0.092	0.092

Usage Item Description	Metric	Unit Net Price	Overage Net Unit Price
B92386 - Oracle Cloud VMware Solution			
	OCPU Per Hour	0.2031	0.2031
B92686 - Oracle Analytics for Fusion Applications-Free			
	Hosted Named User	0.0	0.0
B93288 - Oracle Cloud VMware Solution-BM.DenselO2.52-			
Hourly Commit			
	OCPU Per Hour	0.2437	0.2437
B93289 - Oracle Cloud VMware Solution-			
BM.DenselO2.52-1 Year Commit			
	OCPU Per Hour	0.1625	0.1625
B93290 - Oracle Cloud VMware Solution-			
BM.DenselO2.52-3 Year Commit			
	OCPU Per Hour	0.132	0.132
B93307 - Autonomous JSON Database-Free			
	OCPU Per Hour	0.0	0.0
B93421 - Oracle Cloud VMware Solution-HCX Enterprise- Monthly			
	OCPU Per Hour	0.0126	0.0126
B95178 - Oracle Cloud VMware Solution-			
BM.DenselO.E4.64-Hourly Commit			
	OCPU Per Hour	0.2437	0.2437
B95179 - Oracle Cloud VMware Solution-			
BM.DenselO.E4.64-Monthly Commit			
	OCPU Per Hour	0.2031	0.2031
B95180 - Oracle Cloud VMware Solution-			
BM.DenselO.E4.64-1 year Commit			
	OCPU Per Hour	0.1625	0.1625
B95181 - Oracle Cloud VMware Solution-			
BM.DenselO.E4.64-3 year Commit			
	OCPU Per Hour	0.132	0.132

A. Terms of Your Order

1. Applicable Agreement:

a. US-OMA-271987 effective 31-JUL-2014

2. Applicable Schedule:

a. Cloud services are governed by Schedule C -- Cloud Services.

3. Cloud Payment Terms:

a. Net 30 days from invoice date

4. Cloud Payment Frequency:

a. Monthly in Arrears

5. Currency:

a. US Dollars

6. Offer Valid through:

a. 31-Mar-2022

7. Service Specifications

a. The Service Specifications applicable to the Cloud Services and the Consulting/Professional Services ordered may be accessed at http://www.oracle.com/contracts.

8. Services Period

a. The Services Period for the Services commences on the date stated in this order. If no date is specified, then the "Cloud Services Start Date" for each Service will be the date that you are issued access that enables you to activate your Services, and the "Consulting/Professional Services Start Date" is the date that Oracle begins performing such services.

B. Additional Order Terms

1. Funded Allocation Model Additional Terms

Under the "Funded Allocation Model", Oracle allows You the flexibility to fund an annual amount to Oracle as specified in the "Funded Allocation Value" in Your order, which is to be applied towards the future usage of eligible Oracle laaS and PaaS Cloud Services specified in the rate card attached to Your order or as seen in the Cloud Portal provided such Cloud Services are available in production release when ordered, at the fees specified in the rate card. The total Funded Allocation Value of Your order is reflected in the "Funded Allocation Value" column and the applicable Services Period for that value will be as specified in Your order. Oracle will invoice You monthly in arrears based on Your actual usage for the prior month at the rates for each activated Oracle laaS and PaaS Cloud Service as defined in Your order.

a. Overage.

As described in the Oracle PaaS and IaaS Universal Credits - Service Descriptions document available at http://www.oracle.com/contracts, You are responsible for monitoring Your use of the Cloud Services, and if You exceed the Funded Allocation Value at the end of any month during the Services Period, You must provide additional funding for Your usage, or You must cease to use the applicable Cloud Services. If You have exceeded the Funded Allocation Value and You have not ended Your use of the Services, You will be subject to overage fees. Oracle will invoice You for the excess usage of the Oracle IaaS and PaaS Cloud Services at the Overage Unit Net Price specified in the rate card of Your order or as seen in the Cloud Portal. You may set quotas, alerts and use other monitoring tools within the Cloud Portal to assist You in managing and tracking Your usage.

b. Additional Services.

If Oracle adds additional service offerings to the list of eligible Oracle laaS and PaaS Cloud Services within Your Cloud Services Account during the Services Period, You may activate and use those service offerings and the discount will be applied based on the Cloud Service category discount specified in the rate card attached to Your order or as seen in the Cloud Portal. The development, release, and timing of any future features, functionality or service offerings remains at the sole discretion of Oracle Corporation.

c. Replenishment at End of Services Period.

If You are continuing to use Services after the end of the Services Period specified in Your order and You have not extended the Services Period and increased the Funded Allocation Value for use of eligible Oracle laaS and PaaS Cloud Services, You will be charged for the actual usage of all Cloud Services that You activate and/or have activated within Your Cloud Services Account based on Oracle's then current price list for such Services, which can be found at https://cloud.oracle.com/en_US/ucpricing. Upon extending the term of the Services Period and increasing the amount of the Funded Allocation Value through a new order (or modification of Your existing order), You will receive the Cloud Services category discounts specified in the rate card attached to Your new order (or modification of Your existing order) or as seen in the Cloud Portal.

2. Support Reward for Cloud Consumption

During the Services Period of this order, You will receive a reward of 0.25 US Dollars (the "Reward") for every 1 US Dollars of Oracle Cloud Infrastructure Cloud Services ("OCI Services") that You consume during the Services Period and that You may apply towards renewals of Software Update License & Support for Oracle Programs provided that:

- (a) the Reward will not accrue for (i) OCI Services SKUs that are assigned to a Non-Discount Eligible Cloud Services category in the applicable service description or (ii) Third Party Products available via the Cloud Marketplace;
- (b) You may only apply the Reward towards the pre-tax value of future renewals of Software Update License & Support for Oracle Technology Programs and not for any other support offering (e.g., not towards first year Software Update License & Support nor for hardware support nor for premium support) and if you utilize an authorized Support Renewal Partner or Support Provider Partner ("Partner") for Your renewal of Software Update License & Support for Oracle Programs, then You may apply the Reward for up to 75% of the amount of the invoice from that Partner;
- (c) the Reward will be issued monthly in arrears and will be valid for 12 months from the date of issuance of the applicable Reward;
- (d) You understand that if this order is terminated due to Your breach of the terms of the Agreement or this order, then You will cease earning any Rewards starting from the effective date of termination; furthermore, if termination is due to Your failure to pay any fees owed under this order, any Rewards accrued, and which remain unused as of the effective date of termination, will be deleted from your Reward account; and
- (e) You acknowledge and confirm that You are permitted by all applicable laws, regulations, policies and directives to participate in and to accept and apply the Reward and that the Reward does not constitute an unlawful gift, benefit or inducement by Oracle to You to enter into this order or any other agreement for Oracle products and services. You agree that You will not accept or apply the Reward if You are not permitted to accept the Reward (in such event, the Reward is void and is not applicable).

3. No Auto-Renewal

Notwithstanding any statement to the contrary in the Service Specifications, the parties expressly agree that the Services acquired under this order will not Auto-Renew.

4. Terms

CPQ-2388958 - 1

The following terms, as used in this order or the Agreement and whether or not capitalized, shall have the same meaning as the applicable defined term: "Agreement" and "Master Agreement"; "Customer", "Client" "Company" and "You"; "Program Documentation" and "Documentation"; "Ordering Document" "order" and "Order Form"; "Services Term" and "Services Period"; "Your Data", "Company Data" and "Your Content".

5. Data Center Region Availability

Platform and data center region availability information for Oracle Platform as a Service (PaaS) Cloud Services and for Oracle Infrastructure as a Service (laaS) Cloud Services is provided on the Oracle Cloud Portal at https://cloud.oracle.com/data-regions.

JEA		
Signature		
Name		
Title		
Signature Date		

BILL TO / SHIP TO INFORMATION

Bill To		Ship To	
Customer Name	JEA	Customer Name	JEA
Customer Address	21 W. Church Street Jacksonville, FL 32221 JACKSONVILLE FL 32202	Customer Address	21 W. Church Street Jacksonville, FL 32221 JACKSONVILLE FL 32202
Contact Name	Katura Owens	Contact Name	Katura Owens
Contact Phone	+1 (904) 665-4215	Contact Phone	+1 (904) 665-4215
Contact Email	acctpaycustsrv@jea.com	Contact Email	acctpaycustsrv@jea.com

JEA OCI Estimate		
Cloud Service	Part Number	Metric
Oracle Cloud Infrastructure - Database Exadata OCPU - BYOL	B88847	OCPU Per Hour
Oracle Cloud Infrastructure - Database Exadata OCPU	B88592	OCPU Per Hour
Oracle Cloud Infrastructure - Database Exadata Infrastructure - Quarter Rack - X8M	B92380	OCPU Per Hour
Oracle Cloud Infrastructure - Compute - Windows OS	B88318	OCPU Per Hour
Oracle Cloud Infrastructure - Compute - Standard - E4	B93113	OCPU Per Hour
Oracle Cloud Infrastructure - Compute - Standard - E4 - Memory	B93114	Gigabyte Per Hour
Oracle Cloud Infrastructure - Compute - Standard - X9	B94176	OCPU Per Hour
Oracle Cloud Infrastructure - Compute - Standard - X9 - Memory	B94177	Gigabyte Per Hour
Palo Alto VM 2-8	N/A	Image Per Hour
AVIATRIX VM	N/A	Image Per Hour
Oracle Cloud Infrastructure - GoldenGate	B92992	OCPU Per Hour
Oracle Cloud Infrastructure - Load Balancer Base	B93030	Load Balancer Hour
Oracle Cloud Infrastructure - Load Balancer Bandwidth	B93031	Mbps Per Hour
Oracle Cloud Infrastructure - FastConnect 1 Gbps	B88325	Port Hour
Oracle Cloud Infrastructure - Monitoring - Ingestion	B90925	Million Datapoints
Oracle Cloud Infrastructure - Monitoring - Retrieval	B90926	Million Datapoints
Oracle Cloud Infrastructure - Outbound Data Transfer -	B88327	Gigabyte Outbound Data Transfer
Originating in North America, Europe, and UK	200027	Per Month
Oracle Cloud Infrastructure - Object Storage - Requests	B91627	10,000 Requests per month
Oracle Cloud Infrastructure - File Storage	B89057	Gigabyte Storage Capacity Per Month
Oracle Database Backup Cloud - Object Storage*	B90230	Gigabyte Storage Capacity Per Month
Oracle Cloud Infrastructure - Block Volume Performance	B91962	Performance Units Per Gigabyte Per Month
Oracle Cloud Infrastructure - Block Volume Storage	B91961	Gigabyte Storage Capacity Per Month
Oracle Cloud Infrastructure - Object Storage - Storage	B91628	Gigabyte Storage Capacity Per Month
Total		

				Environment	Environment			
Hourly Cost	t	Monthly Cost	Minimums	Production	Non-Prod/DR	Quantity	Total Monthly Cost	Total Yearly Cost (List)
\$ 0.32	226	\$ 240	None	24	48	72	\$ 17,281	\$ 207,372
\$ 1.34	141	\$ 1,000	None	0	0	0	\$ -	\$ -
\$ 14.51	162	\$ 10,800	None	1	1	2	\$ 21,600	\$ 259,201
\$ 0.09	920	\$ 68	None	16	16	32	\$ 2,190	\$ 26,284
\$ 0.02	250	\$ 19	None	116	160	276	\$ 5,134	\$ 61,603
\$ 0.00	015	\$ 1	None	520	568	1,088	\$ 1,214	\$ 14,570
\$ 0.04	400	\$ 30	None	0	0	0	\$ -	\$ -
\$ 0.00	015	\$ 1	None	0	0	0	\$ -	\$ -
\$ 3.45	500	\$ 2,567	None	1	1	2	\$ 5,134	\$ 61,603
\$ 0.80	000	\$ 595	None	1	1	2	\$ 1,190	\$ 14,285
\$ 1.34	141	\$ 1,000	None	2	2	4	\$ 4,000	\$ 48,000
\$ 0.01	113	\$ 8	None	2	2	4	\$ 34	\$ 404
\$ 0.00	001	\$ 0	None	800	800	1,600	\$ 119	\$ 1,428
\$ 0.21	125	\$ 158	None	1	1	2	\$ 316	\$ 3,794
\$ 0.00	025	\$ 2	None	50	50	100	\$ 186	\$ 2,232
\$ 0.00	15	\$ 1	None	10	10	20	\$ 22	\$ 268
\$ 0.00	085	\$ 6	None	10	10	20	\$ 126	\$ 1,518
Priced Monthl	У	\$ 0.0034	1	10	10	20	\$ 0	\$ 1
Priced Monthl	У	\$ 0.3000		1350	4100	5,450	\$ 1,635	\$ 19,620
Priced Monthl	у	\$ 0.0051	None	4096	5120	9,216	\$ 47	\$ 564
Priced Monthl	У	\$ 0.0017	None	102400	102400	204,800	\$ 348	\$ 4,178
Priced Monthl	у	\$ 0.0255	None	10240	10240	20,480	\$ 522	\$ 6,267
Priced Monthl	у	\$ 0.0255	None	20480	20480	40,960	\$ 1,044	\$ 12,534
							\$ 62,144	\$ 745,727

Discount	Total Yearly Cost (Net)	Notes	
10%	\$ 186,635	BYOL this Includes Data Masking and Subsetting Pack, Diagnostics and Tuning Packs, and Real Application Testing.	
10%	\$ -	All Database Options included	
10%	\$ 233,281	Exadata X8M Infrastructure	
0%	\$ 26,284	Windows OS - At Cost	
10%	\$ 55,443	Compute Servers AMD Based - Does not include the EBS Cloud Manager Compute	
10%	\$ 13,113	Memory for Compute Servers	
10%	\$ -	Compute Servers Intel Based	
10%	\$ -	Memory for Compute Servers	
0%	\$ 61,603	Palo Alto Image - OCI Marketplace	
0%	\$ 14,285	Aviatrix Image - OCI Marketplace	
10%	\$ 43,200	GoldenGate Replication Cloud Service	
10%	\$ 363	Load Balancer Instances	
10%	\$ 1,286	Load Balancer Bandwidth	
10%	\$ 3,415	Connectivity for On-Premise network (Dedicated Connection OCI Port)	
10%	\$ 2,009	Over 500 Million Datapoints	
10%	\$ 241	Over 1 Billion Datapoints	
10%	\$ 1,366	First 10TB of Data of Data Free, cost per gig after 10TB limit	
10%	\$ 1	Over 10K Object Request per month	
10%	\$ 17,658	Network File Storage - Shared Mounts	
10%	\$ 508	Database Backup Service to Object Storage	
10%	\$ 3,760	Storage Performance 32K IOPS	
10%	\$ 5,640	Block volumes for servers in both regions	
10%	\$ 11,280	All Object and non-database backup storage(~ 5x block storage)	
	\$ 681,372		

Jacksonville Energy Authority OCI Estimate		
Cloud Service	Part Number	Metric
Oracle Cloud Infrastructure - Database Exadata OCPU - BYOL	B88847	OCPU Per Hour
Oracle Cloud Infrastructure - Database Exadata OCPU	B88592	OCPU Per Hour
Oracle Cloud Infrastructure - Database Exadata Infrastructure - Quarter Rack - X8M	B92380	OCPU Per Hour
Oracle Cloud Infrastructure - Compute - Windows OS	B88318	OCPU Per Hour
Oracle Cloud Infrastructure - Compute - Standard - E4	B93113	OCPU Per Hour
Oracle Cloud Infrastructure - Compute - Standard - E4 - Memory	B93114	Gigabyte Per Hour
Oracle Cloud Infrastructure - Compute - Standard - X9	B94176	OCPU Per Hour
Oracle Cloud Infrastructure - Compute - Standard - X9 - Memory	B94177	Gigabyte Per Hour
Palo Alto VM 2-8	N/A	Image Per Hour
AVIATRIX VM	N/A	Image Per Hour
Oracle Cloud Infrastructure - GoldenGate	B92992	OCPU Per Hour
Oracle Cloud Infrastructure - Load Balancer Base	B93030	Load Balancer Hour
Oracle Cloud Infrastructure - Load Balancer Bandwidth	B93031	Mbps Per Hour
Oracle Cloud Infrastructure - FastConnect 1 Gbps	B88325	Port Hour
Oracle Cloud Infrastructure - Monitoring - Ingestion	B90925	Million Datapoints
Oracle Cloud Infrastructure - Monitoring - Retrieval	B90926	Million Datapoints
Oracle Cloud Infrastructure - Outbound Data Transfer - Originating in North America, Europe, and UK	B88327	Gigabyte Outbound Data Transfer Per Month
Oracle Cloud Infrastructure - Object Storage - Requests	B91627	10,000 Requests per month
Oracle Cloud Infrastructure - File Storage	B89057	Gigabyte Storage Capacity Per Month
Oracle Database Backup Cloud - Object Storage*	B90230	Gigabyte Storage Capacity Per Month
Oracle Cloud Infrastructure - Block Volume Performance	B91962	Performance Units Per Gigabyte Per Month
Oracle Cloud Infrastructure - Block Volume Storage	B91961	Gigabyte Storage Capacity Per Month
Oracle Cloud Infrastructure - Object Storage - Storage	B91628	Gigabyte Storage Capacity Per Month
Total		

				Environment	Environment				
Hourly Cost	N	lonthly Cost	Minimums	Production	Non-Prod/DR	Quantity	Total Monthly Cost	1	Fotal Yearly Cost (List)
\$ 0.3226	\$	240	None	24	0	24	\$ 5,760	\$	69,124
\$ 1.3441	\$	1,000	None	0	0	0	\$ -	\$	-
\$ 14.5162	\$	10,800	None	1	0	1	\$ 10,800	\$	129,601
\$ 0.0920	\$	68	None	16	0	16	\$ 1,095	\$	13,142
\$ 0.0250	\$	19	None	116	0	116	\$ 2,158	\$	25,891
\$ 0.0015	\$	1	None	520	0	520	\$ 580	\$	6,964
\$ 0.0400	\$	30	None	0	0	0	\$ -	\$	-
\$ 0.0015	\$	1	None	0	0	0	\$ -	\$	-
\$ 3.4500	\$	2,567	None	1	0	1	\$ 2,567	\$	30,802
\$ 0.8000	\$	595	None	1	0	1	\$ 595	\$	7,142
\$ 1.3441	\$	1,000	None	2	0	2	\$ 2,000	\$	24,000
\$ 0.0113	\$	8	None	2	0	2	\$ 17	\$	202
\$ 0.0001	\$	0	None	800	0	800	\$ 60	\$	714
\$ 0.2125	\$	158	None	1	0	1	\$ 158	\$	1,897
\$ 0.0025	\$	2	None	50	0	50	•	\$	1,116
\$ 0.0015	\$	1	None	10	0	10	\$ 11	\$	134
\$ 0.0085	\$	6	None	10	0	10	\$ 63	\$	759
Priced Monthly	\$	0.0034	1	10	0	10	\$ 0	\$	0
Priced Monthly	\$	0.3000		1350	0	1,350	\$ 405	\$	4,860
Priced Monthly	\$	0.0051	None	4096	0	4,096	\$ 21	\$	251
Priced Monthly	\$	0.0017	None	102400	0	102,400	\$ 174	\$	2,089
Priced Monthly	\$	0.0255	None	10240	0	10,240	\$ 261	\$	3,133
Priced Monthly	\$	0.0255	None	20480	0	20,480	\$ 522	\$	6,267
							\$ 27,341	\$	328,088

Discount	Total Yearly Cost (Net)	Notes
10%	\$ 62,212	BYOL this Includes Data Masking and Subsetting Pack, Diagnostics and Tuning Packs, and Real Application Testing.
10%	\$ -	All Database Options included
10%	\$ 116,641	Exadata X8M Infrastructure
0%	\$ 13,142	Windows OS - At Cost
10%	\$ 23,302	Compute Servers AMD Based
10%	\$ 6,267	Memory for Compute Servers
10%	\$ -	Compute Servers Intel Based
10%	\$ -	Memory for Compute Servers
0%	\$ 30,802	Palo Alto Image - OCI Marketplace
0%	\$ 7,142	Aviatrix Image - OCI Marketplace
10%	\$ 21,600	Oracle GoldenGate Cloud Service
10%	\$ 182	Load Balance Instances
10%	\$ 643	Load Balancer Bandwidth
10%	\$ 1,707	Connectivity for On-Premise network (Dedicated Connection OCI Port)
10%	\$ 1,004	Over 500 Million Datapoints
10%	\$ 121	Over 1 Billion Datapoints
10%	\$ 683	First 10TB of Data of Data Free, cost per gig after 10TB limit
10%	\$ 0	Over 10K Object Request per month
10%	\$ 4,374	Network File Storage - Shared Mounts
10%	\$ 226	Database Backup Service to Object Storage
10%	\$ 1,880	Storage Performance 32K IOPS
10%	\$ 2,820	Block volumes for servers in both regions
10%	\$ 5,640	All Object and non-database backup storage(~ 5x block storage)
	\$ 300,388	

Jacksonville Energy Authority OCI Estimate		
Cloud Service	Part Number	Metric
Oracle Cloud Infrastructure - Database Exadata OCPU - BYOL	B88847	OCPU Per Hour
Oracle Cloud Infrastructure - Database Exadata OCPU	B88592	OCPU Per Hour
Oracle Cloud Infrastructure - Database Exadata Infrastructure - Quarter Rack - X8M	B92380	OCPU Per Hour
Oracle Cloud Infrastructure - Compute - Windows OS	B88318	OCPU Per Hour
Oracle Cloud Infrastructure - Compute - Standard - E4	B93113	OCPU Per Hour
Oracle Cloud Infrastructure - Compute - Standard - E4 - Memory	B93114	Gigabyte Per Hour
Oracle Cloud Infrastructure - Compute - Standard - X9	B94176	OCPU Per Hour
Oracle Cloud Infrastructure - Compute - Standard - X9 - Memory	B94177	Gigabyte Per Hour
Palo Alto VM 2-8	N/A	Image Per Hour
AVIATRIX VM	N/A	Image Per Hour
Oracle Cloud Infrastructure - GoldenGate	B92992	OCPU Per Hour
Oracle Cloud Infrastructure - Load Balancer Base	B93030	Load Balancer Hour
Oracle Cloud Infrastructure - Load Balancer Bandwidth	B93031	Mbps Per Hour
Oracle Cloud Infrastructure - FastConnect 1 Gbps	B88325	Port Hour
Oracle Cloud Infrastructure - Monitoring - Ingestion	B90925	Million Datapoints
Oracle Cloud Infrastructure - Monitoring - Retrieval	B90926	Million Datapoints
Oracle Cloud Infrastructure - Outbound Data Transfer - Originating in North America, Europe, and UK	B88327	Gigabyte Outbound Data Transfer Per Month
Oracle Cloud Infrastructure - Object Storage - Requests	B91627	10,000 Requests per month
Oracle Cloud Infrastructure - File Storage	B89057	Gigabyte Storage Capacity Per Month
Oracle Database Backup Cloud - Object Storage*	B90230	Gigabyte Storage Capacity Per Month
Oracle Cloud Infrastructure - Block Volume Performance	B91962	Performance Units Per Gigabyte Per Month
Oracle Cloud Infrastructure - Block Volume Storage	B91961	Gigabyte Storage Capacity Per Month
Oracle Cloud Infrastructure - Object Storage - Storage	B91628	Gigabyte Storage Capacity Per Month
Total		

				Environment	Environment				
Hourly Cost	N	lonthly Cost	Minimums	Production	Non-Prod/DR	Quantity	Total Monthl Cost	y	Total Yearly Cost (List)
\$ 0.3226	\$	240	None	0	48	48	\$ 11,521	Ş	33,248
\$ 1.3441	\$	1,000	None	0	0	0	\$ -	Ş	-
\$ 14.5162	\$	10,800	None	0	1	1	\$ 10,800	Ş	129,601
\$ 0.0920	\$	68	None	0	16	16	\$ 1,095	ç	3 13,142
\$ 0.0250	\$	19	None	0	160	160	\$ 2,976	ζ,	35,712
\$ 0.0015	\$	1	None	0	568	568	\$ 634	0,7	7,607
\$ 0.0400	\$	30	None	0	0	0	\$ -	ç	-
\$ 0.0015	\$	1	None	0	0	0	\$ -	Ş	-
\$ 3.4500	\$	2,567	None	0	1	1	\$ 2,567	Ç	30,802
\$ 0.8000	\$	595	None	0	1	1	\$ 595	Ş	7,142
\$ 1.3441	\$	1,000	None	0	2	2	\$ 2,000	Ş	24,000
\$ 0.0113	\$	8	None	0	2	2	\$ 17	Ş	\$ 202
\$ 0.0001	\$	0	None	0	800	800	\$ 60	<u> </u>	
\$ 0.2125	\$	158	None	0	1	1	\$ 158		•
\$ 0.0025	\$	2	None	0	50	50	\$ 93		
\$ 0.0015	\$	1	None	0	10	10	\$ 11	Ş	\$ 134
\$ 0.0085	\$	6	None	0	10	10	\$ 63	Ş	759
Priced Monthly	\$	0.0034	1	0	10	10	\$ 0	Ç	\$ 0
Priced Monthly	\$	0.3000		0	4100	4,100	\$ 1,230	ç	14,760
Priced Monthly	\$	0.0051	None	0	5120	5,120	\$ 26	ç	313
Priced Monthly	\$	0.0017	None	0	102400	102,400	\$ 174	,	2,089
Priced Monthly	\$	0.0255	None	0	10240	10,240	\$ 261	Ş	3,133
Priced Monthly	\$	0.0255	None	0	20480	20,480	\$ 522	Ç	6,267
							\$ 34,803	Ş	\$ 417,639

Discount	Total Yearly Cost (Net)	Notes
10%	\$ 124,423	BYOL this Includes Data Masking and Subsetting Pack, Diagnostics and Tuning Packs, and Real Application Testing.
10%	\$ -	All Database Options included
10%	\$ 116,641	Exadata X8M Infrastructure
0%	\$ 13,142	Windows OS - At Cost
10%	\$ 32,141	Compute Servers AMD Based
10%	\$ 6,846	Memory for Compute Servers
10%	\$ -	Compute Servers Intel Based
10%	\$ -	Memory for Compute Servers
0%	\$ 30,802	Palo Alto Image - OCI Marketplace
0%	\$ 7,142	Aviatrix Image - OCI Marketplace
10%	\$ 21,600	Oracle GoldenGate Cloud Service
10%	\$ 182	Load Balance Instances
10%	\$ 643	Load Balancer Bandwidth
10%	\$ 1,707	Connectivity for On-Premise network (Dedicated Connection OCI Port)
10%	\$ 1,004	Over 500 Million Datapoints
10%	\$ 121	Over 1 Billion Datapoints
10%	\$ 683	First 10TB of Data of Data Free, cost per gig after 10TB limit
10%	\$ 0	Over 10K Object Request per month
10%	\$ 13,284	Network File Storage - Shared Mounts
10%	\$ 282	Database Backup Service to Object Storage
10%	\$ 1,880	Storage Performance 32K IOPS
10%	\$ 2,820	Block volumes for servers in both regions
10%	\$ 5,640	All Object and non-database backup storage(~ 5x block storage)
	\$ 380,984	



Formal Bid and Award Sys

Award #5

June 2, 2016

Type of Award Request:

CHANGE ORDER

Request #:

640

Requestor Name:

Owens, Katura E. - Mgr Technology Project Mgmt

Requestor Phone:

(904) 665-4215

Project Title:

Oracle E-Business Suite (EBS) 12.1.3 to 12.2.5 Upgrade,

including the implementation of Oracle EAM

Project Number:

8003722 and 8002532

Project Location:

JEA

Funds:

Capital

Award Estimate:

Description of Request:

This effort is to procure the Oracle engineered hardware infrastructure, software, associated training, and O&M Maintenance for years 2 & 3. It includes Exadata and Exalogic hardware for QA/Test, Production, and Disaster Recovery environments. This infrastructure will house multiple Oracle applications, including Oracle IDM and Oracle eBusiness Suite (planned for FY15). This purchase supports the strategic IT direction of systems consolidation (12 to 6).

Requisition Number:

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

CPA 142971

Purchasing Agent:

Woyak, Nathan J

Is this a Ratification?:

NO

RECOMMENDED AWARDEE(S):

142971

Name	Contact Name	Email	Address	Phone	Amount
ORACLE AMERICA INC	Anthony Johnson	Anthony.Johnson@oracle.com	500 ORACLE PKWY, PO BOX 659603, REDWOOD SHORES CA 94065	(650) 633- 4178	\$986,221.24

Amount of Original Award:

\$4,095,941.30

Date of Original Award:

02/28/2015

Change Order Amount:

\$986,221.24

List of Previous Change Order/Amendments:

CPA#	Amount	Date
142971	\$125,501.88	8/7/2015

142971	\$159,739.12	8/21/2015
142971	\$308,378.10	11/19/2015

New Not-To-Exceed Amount:

\$5,675,781.64

Contract Type:

Term Contract

Length of Contract/PO Term:

Three (3) Years w/No Renewals

Begin Date (mm/dd/yyyy):

02/28/2015

End Date (mm/dd/yyyy):

02/27/2018

Renewal Options:

N/A - Proprietary

JSEB Requirement:

N/A

Comments on JSEB Requirements:

N/A - Specialty Services

Background/Recommendations:

On 1/12/2015 the original Proprietary award was approved by Awards Committee to Oracle America Inc. in the amount of \$4,095,941.30 for Oracle EXADATA/EXALOGIC Hardware for support of Oracle Applications in the 12 to 6 initiative.

On 8/7/2015 a less than 5% change order for \$125,501.88 in support of professional services to implement and prepare the environment for JEA applications.

On 8/21/2015 a less than 5% change order for \$159,739.12 in support of professional services to implement and prepare the environment for JEA applications.

On 11/19/2015 a change order for \$308,378.10 was approved by awards committee for Oracle EBS 12.1.3 to 12.2.5 Upgrade including implementation of Oracle EAM.

This change order is a request to increase the contract in the amount of \$986,221.24 due to the Oracle Executive Steering Committee approving an extension of the EXADATA/EXALOGIC Hardware build, EBS 12.1.3 upgrade to 12.2.5, including EAM Implementation to Q2 FY17. This requires additional hardware and professional services to continue with the implementation and preparation of the environment for JEA Essential Business System applications.

The costs include additional labor costs of \$393,499.90, as well as the procurement of hardware of \$265,119.35(ZFS Appliance / Additional RAM) required now to complete the buildout of the EXA engineered system including the EBS Upgrade in the EXADATA/EXALOGIC platform. These costs are to be covered by project 8003722. The change order also includes the appropriation of \$327,601.99 funds for initiating Advanced Monitoring & Resolution support in FY17. These costs are to be covered by project 8002532. A summary of costs are shown in the table below.

Oracle ACS EXA EBS Build Changes Professional Services	\$393,499.90 - includes Design Doc / Services thru Feb 2017
RAM	\$ 25,613.35
ZFS Appliances	\$239,506.00 - discounted pricing
AM&R	\$327,601.99 - (Planned FY17 purchase)
Change Order Amount	\$986,221.24

JEA previously purchased the Oracle EXADATA / EXALOGIC Engineered solution as a replacement for our existing commodity based infrastructure. This change order specifically addresses services required to construct the Oracle E-Business Suite (EBS) 12.2.5 infrastructure within the EXADATA/EXALOGIC platform. This will be a replacement for the current Oracle EBS 12.1.3 commodity based infrastructure. The implementation of the EXADATA / EXALOGIC Engineered solution provides JEA with the following benefits:

- Database performance improvements;
- Improved failover capabilities with our secondary site (SOCC);
- Reduction of outage schedules due to the online patching capabilities native to Oracle 12.2.5.

This request is a Proprietary award since the Oracle Hardware is specifically designed for the applications it will be used for at JEA, which will provide total cost of ownership savings to JEA's customers. The supporting ordering documents and quotes include a 20% discount provided by Oracle as a direct result of the significant investment JEA has made by the purchase of the Oracle EXADATA / EXALOGIC Engineered System.

JEA may require additional support for subsequent capital projects beyond the Oracle EBS 12.2.5 deployment. For example, the migration of Oracle Service Oriented Architecture (SOA) is planned for FY2017. Pending the success of the FY16/FY17 planned projects, future hardware augmentations of the platform (storage, processors, etc.) may be planned for FY17/FY18.

Request approval to award a contract to Oracle America, Inc., for the Oracle Engineered System in the amount of \$986,221.24 for a new not-to-exceed amount of \$5,675,781.64, subject to the availability of lawfully appropriated funds.

Manager:

Director:

Edgar, Cindy L. - Director, Technology Infrastructure

VP:

Cosgrave, Paul J. - Interim Chief Information Officer

APPROVALS:

Chairman, Awards Committee

Date

6-2-16

Manager, Capital Budget Planning

Dat



Formal Bid and Award System

Award #12 November 19, 2015

Type of Award Request: CHANGE ORDER

Request #: 472

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

Requestor Phone: (904) 665-4215

Project Title: Oracle EBS 12.1.3 to 12.2.4 Upgrade, including

Implementation of Oracle EAM

Project Number: 8002532
Project Location: JEA

Funds: Capital

Award Estimate: \$308,378.10

Description of Request:

Oracle EBS 12.1.3 to 12.2.4 Upgrade, including the Implementation of Oracle EAM's, required deployment in the new EXADATA, EXALOGIC Infrastructure.

Requesting increase to the CPA FOR ORACLE ENGINEERED HARDWARE: EXADATA, EXALOGIC HARDWARE FOR SUPPORT OF ORACLE APPS IN THE 12 TO 6 INITIATIVE in the amount of \$308,378.10.

Requisition Number:

JEA IFB/RFP/State/City/GSA#: 142971

Purchasing Agent: Woyak, Nathan J

Is this a ratification?:

If yes, explain:

RECOMMENDED AWARDEE(S):

Name	Contact Name	Address	Phone	Fax	Amount
ORACLE AMERICA INC	ANTHONY JOHNSON	500 ORACLE PKWY, PO BOX 659603, REDWOOD SHORES CA 94065	(650) 633- 41 78	(650) 633- 2168	\$308,378.10

Amount of Original Award: \$4,095,941.30

Date of Original Award: 02/26/2015

Change Order Amount: \$308,378.10

List of Previous Change Order/Amendments:

Change Order		
8/7/15 Less than 5% Admin	\$125,501.88	
Increase		
8/21/15 5%Admin Increase	\$159,739.12	

New Not-To-Exceed Amount:

\$4,689,560.40

Length of Contract/PO Term:

Three (3) Years w/No Renewals

Begin Date (mm/dd/yyyy):

02/28/2015

End Date (mm/dd/yyyy):

02/27/2018

N/A

Contract/PO Detail:

Renewal Options:

N/A - Proprietary

JSEB Requirement:

Comments on JSEB Requirements:

Background/Recommendations:

The items in the original award were presented and approved by JEA's Technology Projects Committee on January 12, 2015. This request is for a Proprietary award since the Oracle Hardware is specifically designed for the applications it will be used for at JEA which will provide total cost of ownership savings to JEA's customers.

Two (2) administrative increases have been applied to the original award, both in support of professional services to implement/prepare the environment for JEA applications.

JEA previously purchased the Oracle EXADATA / EXALOGIC engineered solution as a replacement for our existing commodity based infrastructure. This change order specifically addresses services required to construct the Oracle E-Business Suite (EBS) 12.2.4 infrastructure within the EXADATA EXALOGIC platform. This will be a replacement for the current Oracle EBS 12.1.3 commodity based infrastructure. The implementation of the EXADATA / EXALOGIC engineered solution provides JEA with benefits:

- Database performance improvements;
- Improved failover capabilities with our secondary site (SOCC);
- Reduction of outage schedules due to the online patching capabilities native to Oracle 12.2.4

The supporting ordering document for this effort includes a twenty percent (20%) discount provided by Oracle as a direct result of the significant investment JEA has

made by the purchase of the Oracle EXADATA / EXALOGIC engineered system.

The EXADATA EXALOGIC platform is new to JEA; it is new technology and a completely new toolset. JEA may require additional support for subsequent capital projects beyond the Oracle EBS 12.2.4 deployment. For example, the migration of Oracle Service Oriented Architecture (SOA) is planned for summer 2016. Pending the success of the FY16 planned projects, future hardware augmentations of the platform (storage, processors, etc.) may be planned for FY17.

Request approval to award a change order to Oracle America, Inc. for the Oracle engineered hardware infrastructure and support thereof in the amount of \$308,378.10, for a new not-to-exceed amount of \$4,689,560.40, subject to the availability of lawfully appropriated funds.

Manager:

Director: Selders, Steve G. - Director, IT Project Mgmt Services

VP: Cosgrave, Paul J. - Interim Chief Information Officer

APPROVALS:

Chairman, Awards Committee

Date

11-19-15

11-19-15

Manager, Capital Budget Planning

Date



Formal Bid and Award System

Award #2

February 26, 2015

Award #:

Award Date:

Type of Award Request:

PROPRIETARY

Request #:

227

Requestor Name:

Selders, Steve G. - Director, IT Project Mgmt Services

Requestor Phone:

(904) 665-6597

Project Title:

Oracle Engineered Hardware and Software Systems: Oracle Exadata and Exalogic

Hardware for Support of Oracle Applications in the 12-to-6 Initiative.

Project Number:

Multiple

Project Location:

JEA

Funds:

Capital and O&M

Award Estimate:

\$4,500,000

Description of Request:

This effort is to procure the Oracle engineered hardware infrastructure, software, associated training, and O&M Maintenance for years 2 & 3. It includes Exadata and Exalogic hardware for QA/Test, Production, and Disaster Recovery environments. This infrastructure will house multiple Oracle applications, including Oracle IDM and Oracle eBusiness Suite (planned for FY15). This purchase supports the strategic IT direction of systems consolidation (12-to-6).

Total award is \$4,095,941.30 and breaks down as follows:

Description	Capital Amount (FY15)	O&M Amount Year 2	O&M Amount Year 3	Total Award
Software	\$1,741,164.48	\$313,980.48	\$313,980.48	
Engineered Systems- CC3	\$939,545.52	\$93,646.89	\$93,646.89	
Engineered Systems- SOCC	\$439,072.38	\$43,452.09	\$43,452.09	
Oracle University Training	\$75,000.00			
TOTAL	\$3,194,782.38	\$451,079.46	\$451,079.46	\$4,096,941.30

Requisition Number:

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

Oracle Master Agreement

Purchasing Agent:

Woyak, Nathan J

Is this a Ratification?:

N/A

If yes, explain:



RECOMMENDED AWARDEE(S):

Name	Contact Name	Address	Phone	Amount
ORACLE AMERICA INC	IDUN VUYLES	500 ORACLE PKWY, PO BOX 659603, REDWOOD SHORES CA 94065	(678) 481- 6221	\$4,095,941.30

Amount for entire term of Contract/PO:

\$4,095,941.30

Award Amount for remainder of this FY:

\$3,193,782.38

Length of Contract/PO Term:

Three (3) Year Term

Begin Date (mm/dd/yyyy):

02/28/2015

End Date (mm/dd/yyyy):

02/27/2018

Renewal Options:

N/A

JSEB Requirement:

N/A

Background/Recommendations:

The items in this award were presented and approved by JEA's Technology Projects Committee on January 12, 2015. This request is for a Proprietary award since the Oracle Hardware is specifically designed for the applications it will be used for at JEA which will provide total cost of ownership savings to JEA's customers.

The pricing for these services is supported with the following information. As compared to the Oracle retail prices published on Oracle's web site, JEA is receiving a 25% discount on the hardware and a 70% discount on the software. The ongoing maintenance of the hardware and software is similarly discounted; Oracle's maintenance is 22% of the license cost for software, and 12% of the license cost for software. These maintenance fees will remain flat (0% increases) over the life of this contract. After 3 years, JEA will have an opportunity to renegotiate these fees, in the context of future Oracle purchases. When compared to our past transactions with Oracle, this is the ballpark discount we receive for software. For instance, on two separate purchases for software last year, we received a 65% discount on one deal, and a 72% discount on the other. JEA also had this pricing independently verified by analysts from Gartner who have access to shared knowledge and experiences from their clients in IT services worldwide, and they determined the pricing to be fair and in-line or better than other comparable situations. Additional information supporting the pricing for this award is provided in the attached email.

This award will also provide JEA with the following items negotiated into the purchase price:

- Oracle will absorb freight charges (~\$10,000) for delivery of hardware to CC3 and SOCC
- JEA will receive a "price hold" on future software purchases for the Oracle Utilities Suite and Webcenter software at a discount of 68% (typical discounts are ~65%). Both the Utilities Suite and Webcenter softwares are on JEA's technology roadmap.
- Maintenance on JEA's current eBusiness Suite software will "flat line" for the next three (3) years at 0% increases. This saves JEA approximately \$65,000 over the current 3-year eBusiness Suite maintenance contract.
- JEA will receive QA/Dev licenses for two (2) products in our OBIEE software suite, for which we were

currently out of compliance. The cost of these licenses will be absorbed by Oracle.

Request approval to award a contract to Oracle America, Inc. for the Oracle engineered hardware infrastructure in the amount of \$4,095,941.30, subject to the availability of lawfully appropriated funds.

Manager:

Director:

VP:

Cosgrave, Paul J. - Interim Chief Information Officer

APPROVALS:

Chairman, Awards Committee

Date

Manager, Capital Budget Planning

Date

2-26-15

Certification of Single Source or Emergency Procurement

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

3-112 Single Source

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

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

3-113 Emergency Procurements

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

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

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

Please provide the following information:

1. <u>Vendor Name:</u>

ORACLE AMERICA, INC.

2. Description of Services or Supplies provide by Vendor:

Migrate the ebusinsess suite (EBS) and Integrated SOA Gateway (ISG) application from Oracle Exa platform on premise to Oracle Cloud Infrastructure (OCI) Infrastructure as a Service (IaaS) to comply with regulatory compliance. JEA's existing Exadata and Exalogic environment includes hardware and software for QA/test, production, and disaster recovery environments. This leverages JEA's current Oracle Master Services Agreement (MSA) that provides the lifting and shifting of JEA's current on premise footprint to Oracle's Cloud Infrastructure (OCI).

3. <u>Certification:</u>

Signature of JEA Business Unit Manager

I the undersigned certify that to the best of my knowledge, no JEA employee has financial interest in this Single Source Emergency Procurement, and	as, either directly or indirectly, a
I the undersigned certify that this procurement meets the requirements of a (cho	ose one of the following):
X Single Source Procurement. Please state which subsection of Section 3 (a) Source Procurement: (a) there is only one justifiable source for the require	
OR	
Emergency Procurement - Please state which subsection of Section 3-1 Procurement:	13 above applies to this Emergency
Katura E. Owens	10 Mar 22

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

Date



Formal Bid and Award System

Award #5 March 17, 2022

Type of Award Request: RENEWAL

Requestor Name: Reynolds, Anthony R. – Strategic Segment Manager

Requestor Phone: (904) 772-5796

Project Title: On-Road Residential Electrification Program and Strategy

Project Number: HE10000 (\$23,386) 8007101 Original Budget

Project Location: JEA **Funds:** O&M

Budget Estimate: \$500,00.00 (FY'22 250,000.00 from BL01), (FY'23 \$250,000.00 from BL01)

Scope of Work:

This request is for on-road residential electrification program and strategy for JEA's electrification efforts with the primary purpose of increasing JEA's net revenue. JEA has implemented a residential electric vehicle program that yields a positive return on investment to the utility. This award authorizes a turnkey residential electric vehicle off-peak charging program that is consistent with JEA customer service standards. The budget for this award includes any customer rebates.

JEA IFB/RFP/State/City/GSA#: 1410196646

Purchasing Agent: Dambrose, Nickolas C.

Is this a Ratification?: No.

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Amount
SAGEWELL, INC.	Gary Smith	gary.smith@sagewell.com	1000 Massachusetts Ave, #59 Cambridge, MA 02138	\$455,175.00

Amount of Original Award:\$298,429.00Date of Original Award:05/05/2021Renewal Amount:\$455,175.00

List of Previous Change Orders / Amendments:

CPA#	Amount	Date	
197792	\$23,386.00	08/12/2021	

Length of Contract / PO Term: One (1) Year w/Two (2) – 1 Yr. Renewals

New Not-To-Exceed Amount: \$776,990.00 Begin Date (mm/dd/yyyy): 05/01/2022 End Date (mm/dd/yyyy): 04/30/2023

Renewal Options: One (1) - 1 Yr. Renewal Remaining

JSEB Requirement: JSEBs were reviewed and no opportunities available.

Background/Recommendations:

Competitively bid as an informal in the amount of \$298,429.00 in May 2021, and a change order of \$23,860.00 was approved by the Awards Committee on 08/12/2021. A copy of the change order award is attached as backup.

This request is for \$455,175.00 in additional funds for a one (1) year renewal from 05/01/2022 to 04/30/2023 to the existing contract with Sagewell, Inc. to maintain JEA's residential electric vehicle program and for three (3) additional services as described further below. The general administrative fees (monthly program fee) for this renewal shall include a two (2%) percent increase from current monthly program fees to cover upgrades one (1) and two (2) listed below through 05/01/2023. The one (1) year renewal estimate is attached as backup. All other costs remain constant as seen below.

	Term		Administr	rative Fees	(+)	Incentives	(=)	Total
	Beginning	Ending	per	ext	(+)	ext	(=)	Total ext
			month					
Existing Scope*	5/1/2022	4/30/2023	\$15,000	\$180,000	(+)	\$100,100	(=)	\$280,100
Annual IT	5/1/2022	4/30/2023		\$30,000				\$30,000
Support***								
Incentive Processing	5/1/2022	4/30/2022		\$16,200				\$16,200
EV Monitoring >1500****	5/1/2022	4/30/2022		\$8,000				\$8,000
DIST	5/1/2022	4/30/2023		\$20,540				\$20,540
Electrical Upgrades**	10/1/2022	4/30/2023	\$750	\$5,250	(+)	\$95,085	(=)	\$100,335

^{*(}x) 12 months, **(x) 7 months, ***Paid annually, **** Estimated costs

Total Award Request

\$455,175.00

This renewal also includes the following upgrades:

1. Dealer Inventory Search Tool (DIST)

The DIST is an enhancement for the Drive Electric website that will enable customers to actively search dealer inventory within 100 miles of Jacksonville in real time. Currently, Sagewell receives periodic updates on inventory and manually updates the Drive Electric website to show customers what is available. The search tool bypasses the manual update process allowing JEA customers to dynamically query dealership stock with one search and the ability to see multiple makes and models at the same time.

2. EV Monitoring Fees

In anticipation of program growth, upon enrollment of 1,500 electric vehicles (EVs), a monthly fee of \$8.00 per vehicle will become effective for each vehicle in excess of 1,500 EVs to offset the existing charging rebate labor and server cycles. Current enrollment is 500 EVs.

3. Additional Incentive for Level 2 Chargers

Effective Oct 1, 2022 this award provides a new incentive to customers to cover up to 15% of the costs to upgrade their electrical system to enable the installation of level 2 chargers. The incentive will be capped at \$300. Level 2 chargers enhance the customer's EV experience through dramatically shorter charge times, increasing the chance for further adoption. Many new EV owners do not install Level 2 chargers due to the cost of the required electrical upgrades, which limits JEA's ability to detect the location of Level 2 chargers within its territory using AMI data and limits the pool of eligible customers for participation in the Bring Your Own Charger program. Other customers who are educated on EVs know they will need to perform the upgrades which precludes them from purchasing EVs in the first place. In the future, more level 2 chargers in market would enhance JEA's ability to implement a manager charging program for customers to optimize charging while minimizing impacts of charging on the distribution system.

Request approval to award a one (1) year contract renewal to Sagewell, Inc. for On-Road Residential Electrification Program and Strategy in the amount of \$455,175.00, for a not-to-exceed amount of \$776,990.00 subject to the availability of lawfully appropriated funds.

Budget Representa	ative	Date			
Chairman, Award	s Committee	Date			
APPROVALS:					
Chief:	ef: Dutton, Laura M Chief Strategy Officer				
Director:	Pope, Jordan A - VP Corpo	rate Strategy			



January 26, 2022

Dear JEA EV Team,

Sagewell is pleased to present the following proposal to extend services provided by Sagewell through the end of Fiscal Year 25/26, ending on September 30, 2026.

Below are the program rates per the current contract:

- Monthly fee, \$14,667
- Yearly Maintenance and Support, \$30,000
- Incentive Processing cost, per payment, \$3

We propose future contracts include a per vehicle monitoring fee, after 1,500 vehicles are enrolled. This cost of \$8 per month covers the added costs to operate the Charging Rebate as enrollment grows.

We also propose the following cost increases per year, applied to the monthly program fee.

Remainder of FY 21/22 and FY 22/23 - 2.27%

FY 23/24 - 4%

FY 24/25 - 4%

FY 25/26 - 4%

This change would result in the following monthly program fees (rounded to nearest dollar):

Remainder of FY 21/22 and FY 22/23 - \$15,000

FY 23/24 - \$15,600

FY 24/25 - \$16,224

FY 25/26 - \$16,873

Thank you for your continued support.

Gary Smith Vice President of Programs Sagewell, Inc.



Formal Bid and Award System

Award #6 March 17, 2022

Type of Award Request: SINGLE SOURCE Requestor Name: Ramirez, Samuel (904) 665-6960

Project Title: Nassau Water Reclamation Facility (WRF) Additional Trojan UV System

Project Number: 8004271
Project Location: JEA
Funds: Capital
Budget Estimate: \$448,650.00

Scope of Work:

This project is to have a Trojan UV300Plus disinfection system fabricated and delivered to the Nassau Water Reclamation Facility as a part of a 3 million gallons a day (MGD) expansion. The Trojan UV system is a JEA Standard.

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

Purchasing Agent: King, David **Is this a Ratification?:** Yes, partial

Ratification amount: \$44,865.00 (for shop drawings)

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
TROJAN TECHNOLOGIES GROUP ULC CORPORATION	Mike Shortt	mshortt@trojanuv.com	3020 Gore Rd, London, Ontario, N5V 4T7, Canada	(519) 457- 2701	\$448,650.00

Amount for entire term of Contract/PO: \$448,650.00 **Award Amount for remainder of this FY:** \$448,650.00

Length of Contract/PO Term: Project Completion

Begin Date: 04/01/2022

End Date: Project Completion (Expected: June 2022)

JSEB Requirement: N/A – Single Source

Background/Recommendations:

The Nassau WRF is being expanded to 3 MGD and requires an additional UV disinfection system for this expansion. This facility currently has a Trojan UV system; in order to maintain compatibility, an additional Trojan UV system will be installed. The Trojan UV system is a current JEA Standard.

Trojan will provide UV300Plus system that includes a Power Distribution Center, support rack to mount the UV modules, level controller, water level sensor, UV module lifting sling with frame and spare parts. Trojan is also providing shop drawings and O&M manuals. When originally built in 2005, space for two (2) Trojan UV systems were designed and constructed. Due to the plant flows at the time of construction, only one of the

Trojan UV systems was installed. With the increased growth in Nassau county, the second UV system is now required.

Request approval to award a contract to Trojan Technologies Group ULC Corporation for a Trojan UV300Plus system in the amount of \$448,650.00, subject to the availability of lawfully appropriated funds.

Date

Manager:					
Director:	Conner, Sean M Dir W/WW Project Engineering & Construc				
VP:	Vu, Hai X VP Wat	er Wastewater Systems			
APPROVALS:					
Chairman, Awards	Committee	Date			

Budget Representative



SCOPE OF SUPPLY FOR NASSAU WRF WASTEWATER TREATMENT PLANT ULTRAVIOLET DISINFECTION EQUIPMENT – TROJAN SYSTEM UV3000Plus™

Prepared for: JEA

Project Name: Nassau WRF

Trojan Quote: 218976 (Nov 3, 2021)

Design Criteria: Current Peak Design Flow: 2.84 MGD

Minimum Flow: 0.50 MGD UV Transmission: 65% minimum

Total Suspended Solids: 5 mg/L (Maximum, grab sample)

Minimum Dose: 100 mJ/cm², MS2 RED

Discharge Limit: 25 Fecal Coliform/100 mL (1 Day Maximum)

We are pleased to submit the following scope of equipment based on the above criteria.

The purchaser is responsible for reading all information contained in this Supply Contract. Trojan will not be held accountable for the supply of equipment not specifically detailed in this document. Supplemental Terms and Conditions are attached to this document. Detailed installation instructions are provided with the shop drawings and are available earlier upon request. Changes to this Scope of Supply that affect selling price will be handled through a change order.

Please refer all inquiries to Trojan Manufacturer's Representative:

Paul Wachter TSC Jacobs North 813-242-2660

This proposal has been respectfully submitted by,

Phone:

Trojan Technologies

Mike Shortt Regional Manager Trojan Technologies NASSAU WRF Page 2 of 5

Unless otherwise indicated in this proposal all anchor bolts, conduit, conductors, local disconnects and transformers (if required) are the responsibility of the Installation Contractor and are not included in Trojan's Scope of Supply. Specific cable types listed below are for reference only. Selecting cables that are appropriate for the installation environmental conditions and in compliance with local code is the responsibility of the Installation Contractor.

ULTRAVIOLET MODULES

Trojan's Responsibility:

Each module supplied shall be completely assembled containing lamps, quartz sleeves and be electrically wired to each electronic ballast. Modules are shipped in a support rack and crated.

Model and Make: Standard System UV3000Plus™

Quantity: Twenty-Seven (27) UV modules each containing 8 Lamps

Material of Construction: 316 stainless steel frame Approximate Weight: 112 lbs per UV module

SYSTEM CONTROL CENTER

Trojan's Responsibility:

One (1) System Control Center (SCC) shall be supplied to monitor and control the UV System. Trojan will provide a PLC I/O and soft address map to aid the Contractor with integration of the UV PLC and WWTP SCADA system. The UV SCC shall consist of the following:

Quantity Supplied One (1) SCC

Location: Wall Mounted (by Installation Contractor)

Controller Type: AB CompactLogix

Operator Interface: 15" Beijer HMI (Type 4X – Outdoor Rated)

Panel UPS: 15 Minutes on 24VDC

Material / Rating: 316 Stainless Steel - Type 4X (IP66)

Approximate Weight: 200 lbs

SCADA Protocol: Modbus Ethernet

Surge Protection: TVSS

Installation Contractor's Responsibility:

The Installation Contractor is responsible for mounting the SCC as indicated on the drawings. The Installation Contractor is responsible for the supply, installation and connection of the following at the SCC:

- 1. One (1) 120V, 60Hz, 1 phase, 2 Wire + GND, 1.8 kVA (minimum) power supply
- 2. One (1) 4 20 mA DC analog signal from plant flow meter
- 3. One (1) Ground Link, 14 gauge minimum type TWH stranded, daisy chained to the PDCs.
- **4.** One (1) serial communication link consisting of one (1) shielded twisted pair, 18 gauge maximum to the PDCs (daisy chained).
- 5. One (1) Fiber Optic communication link to SCADA

POWER DISTRIBUTION CENTERS

Trojan's Responsibility:

The Power Distribution Center (PDC) distributes power to the UV Modules and shall consist of the following:

Quantity Supplied: Three (3) PDCs

Material / Rating: 316 Stainless Steel - Type 4X (IP66)

Approximate Weight: 220 lbs

Installation Contractor's Responsibility:

The Installation Contractor is responsible for setting in place and bolting the Power Distribution Centers to the top of channel. The Installation Contractor is responsible for the supply, installation and connection of the following at each of the Power Distribution Centers:

- 1. One (1) 480/277V, 60Hz, 3 phase, 4 Wire + GND, 18.40 kVA power feed with local disconnect
- 2. One (1) communication link consisting of one (1) shielded twisted pair from the SCC and daisy chained to other PDCs.
- 3. One (1) pair of 12Volt DC, 18 gauge minimum discrete signal to the Water Level Sensor from PDC closest to the sensor.
- 4. Connection of communication and power cables from the UV Modules

SUPPORT RACKS

Trojan's Responsibility:

Support racks are provided to support UV modules in the effluent channel.

Quantity Supplied: Three (3) Module Support Racks

Material of Construction: 304 Stainless Steel 4 Approximate Weight: 4 100 lbs each

Installation Contractor's Responsibility:

The Installation Contractor is responsible for setting in place and bolting the support racks to the channel walls. The Contractor will be required to supply eight (8) 1/2" Diameter x 5 1/2"Long expansion anchor bolts per rack. Install approved (engineered) anchor points for personnel to use as part of their fall restraint system around the open channels. The anchor points must be positioned so that the preferred retractable lifeline of 8 feet is of sufficient length to access the work at the channel. Refer to local safety regulation.

LEVEL CONTROLLER

Trojan's Responsibility

A level control device is required per channel to maintain and control the effluent level, regardless of flow rate.

Description: Automatic Level Controller (ALC)

Quantity Supplied: One (1)

Material of Construction: 304 Stainless Steel with galvanized steel weights

Installation Contractor's Responsibility:

The Installation Contractor is responsible for setting in place, grouting and sealing the level control device.

WATER LEVEL SENSOR KIT

Trojan's Responsibility:

The water level sensor is located downstream of the UV System and provides a digital signal to shut down & protect the UV System if the water level is too low.

Quantity Supplied: One (1) electrode type water level sensor

Enclosure Rating: Type 4X
Approximate Weight: 10 lbs (panel)

Installation Contractor's Responsibility:

The Installation Contractor is responsible for setting in place and bolting the water level sensor panel to the effluent channel wall. The Installation Contractor shall also be responsible for the supply of mounting hardware, watertight conduit and supply and connection of one discrete signal (pair of 12V DC, 14 gauge) from the water level sensor probe to each PDC.

INDIVIDUAL UV MODULE LIFTING SLING WITH FRAME

Trojan's Responsibility:

In order to remove individual modules, by mechanical means, a 2 rope sling with frame shall be supplied to interface with the existing overhead crane.

Quantity: One (1) Sling Kit **Materials of Construction:** 304 Stainless Steel

Approximate Weight: 5 lbs

SPARE PARTS AND SAFETY EQUIPMENT

Trojan's Responsibility:

The following spare parts and safety equipment will be supplied with the UV system:

Eight (8) UV Lamps Eight (8) Quartz Sleeves Eight (8) Wiper Seal Kits

One (1) Operators Kit (including face shield, gloves and cleaning solution)

NOTES AND CLARIFICATIONS TO SPECIFICATION

Please note that Trojan SCC enclosure will be provided with 3-point latch. Moreover, all Trojan
enclosures will be fabricated of Stainless Steel and will not be powder coated. They will be NEMA 4X
rated and hoods will not carry separate NEMA rating.

DOCUMENTATION (SHOP DRAWINGS AND O & M MANUALS)

Trojan's Responsibility:

The following documentation will be supplied to the contractor by Trojan per the following schedule:

- UV Submittal package in 5 6 weeks after acceptance of written purchase order.
- Trojan Standard O&M manuals at time of equipment delivery.

DELIVERY, START-UP AND TRAINING

Equipment shipped **10 – 12** weeks after approval of Shop Drawings. Note: PLC suppliers are signaling increased leadtimes globally, which may impact equipment delivery of the controls package.

Installation Contractor's Responsibility:

The Contractor is responsible for:

- Un loading of the components supplied by Trojan, storage of all components, if required in a clean dry environment
- Installing the equipment outlined in the scope of Supply in accordance with contract drawings, Trojan's shop drawings, instructions and installation checklist.
- Supplying all conduits and conductors and components per the sites state regulations and components indicated as supplied by others,
- Completing the Checklist and returned at least two (2) weeks prior to date requested for commissioning.

Trojan's Responsibility:

The following start-up services will be provided by Trojan-certified technicians:

- Installation assistance as required by phone or fax. Technical Assistance Center 1-866-388-0488 or tac@trojanuv.com
- Start-up and testing of the installed UV equipment.
 - If the Trojan's Certified Service Technician determines the Contractor work is not complete and the start-up cannot be completed in the allotted time a return visit will be scheduled at the Contractors expense.
- Classroom and/or jobsite training for operations staff
 - o If trainees are not available a return visit will be scheduled at the Contractors expense.

WARRANTY

Trojan's Responsibility:

Trojan Technologies will warrant the equipment and parts for 12 months after start-up or 18 months after shipment, whichever comes first. Warranty does not cover consumables or labour. Refer to attached Terms and Conditions for additional details.

- UV lamps shall be warranted for 12,000 hours, prorated after 9,000 hours.
- Ballasts shall be warranted for 5 years, prorated after 1 year.

SELLING PRICE

\$ 448,650 USD

- If UV System Start-up is required within 30 days of shipment, Trojan requires 95% payment unless agreed upon in writing before authorizing system Start-up.
- Freight included for all North American projects. Incoterms 2002, ExWorks (EXW) or Cost, Insurance & Freight (CIF) to destination or port for all others
- Selling price does not include any applicable duties or taxes.

PAYMENT TERMS & INVOICING MILESTONES

- 15% after Submittal Approval
- 80% upon Equipment Delivery to site
- 5% upon Substantial Completion
- Net 30 Days

TERMS AND CONDITIONS

Trojan Technologies appreciates the opportunity to submit this proposal. Our proposal is submitted subject to and based on Trojan Technologies' standard terms and conditions, which we have attached as part of our proposal. We believe these terms and conditions are customary in the trade and respectfully reserve the opportunity to negotiate, fair and reasonable contract terms acceptable to both parties, if Trojan Technologies is selected for this project



Terms and Conditions of Sale

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by the seller entity identified on the purchase order ("SELLER") and sold to the original purchaser thereof ("BUYER"). The term "SELLER" includes only SELLER, and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of SELLER and BUYER, these Terms & Conditions of Sale establish the rights, obligations and remedies of SELLER and BUYER which apply to this offer and any resulting order or contract for the sale of SELLER's goods and/or services ("Products").

- 1. APPLICABLE TERMS & CONDITIONS: These Terms & Conditions of Sale are contained directly and/or by reference in SELLER's proposal, offer, order acknowledgment, packing slip, and/or invoice documents. The first of the following acts constitutes an acceptance of SELLER's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions of Sale: (i) BUYER's issuance of a purchase order document against SELLER's offer; (ii) acknowledgement of BUYER's order by SELLER; or (iii) commencement of any performance by SELLER pursuant to BUYER's order. Provisions contained in BUYER's purchase documents (including electronic commerce interfaces) that materially alter, add to, or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.
- 2. CANCELIATION AND RETURN: The whole or any part of this order may be cancelled only with the prior written consent of SELLER. If SELLER does consent to a cancellation, such consent will be given only upon payment of reasonable cancellation charges in an amount determined by SELLER. In addition, with respect to any Products returned on cancellation, BUYER will pay SELLER's cost of placing the returned Products in a saleable condition, sales expenses incurred by SELLER in connection with such returned Products, a reasonable restocking charge and freight costs incurred in connection with the original shipment and in connection with returning such Products to SELLER, all in such amounts as are advised to the BUYER by SELLER.
- 3. DELIVERY: Delivery will be accomplished EXW or CIP at the point of shipment (Incoterms 2020), unless otherwise expressly agreed between the parties. Legal title and risk of loss or damage pass to BUYER upon transfer to the first carrier, regardless of final destination and mode of transit. SELLER will use commercially reasonable efforts to deliver the Products ordered herein within SELLER's normal lead-time necessary for SELLER to deliver the Products sold hereunder. Products will be boxed or crated as determined appropriate by SELLER for protection against normal handling and there will be an extra charge to the BUYER for additional packaging required by the BUYER with respect to waterproofing or other added protection. BUYER has sole responsibility for off-loading, storage and handling of the Products at the site. Where Buyer is responsible for any delay in the delivery date or installation date, the earlier of the date of delivery or the date on which the Products are ready for shipment by SELLER may be treated as the delivery date for purposes of determining the time of payment of the purchase price. Moreover, BUYER will be responsible for reasonable storage and insurance expenses with respect to such Products. Should BUYER fail to effect pick-up of Product as previously agreed in a timely manner, SELLER may, at its discretion, assess reasonable storage charges to the account of BUYER.

- 4. INSPECTION: BUYER will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, BUYER will promptly notify SELLER of such nonconformance in writing. SELLER will have a reasonable opportunity to repair or replace the nonconforming Product at its option. BUYER will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance for such Products unless a written notification pursuant to this paragraph is received by SELLER within thirty (30) days of delivery to BUYER destination on order.
- 5. PRICES & ORDER SIZES: Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory, or excise taxes; import or export duties; special financing fees; value added tax, income, or royalty taxes imposed outside the U.S. or Canada; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. BUYER will either pay any and all such charges or provide SEILER with acceptable exemption certificates, which obligation survives performance under this Contract. Installation, maintenance and any other services which relate to the Products are not included unless specifically set forth in the quotation. SEILER reserves the right to establish minimum order sizes and will advise BUYER accordingly. Any orders below the minimum order size are subject to a fee as set out by SEILER. If SEILER's delivery of Products surpasses one (1) year in length, then at least on an annual basis, or if changes to the Products are requested or needed, the parties shall conduct good faith discussions regarding changes to the prices for the Products, to reflect SEILER's increased costs for which SEILER shall be entitled to additional fair and appropriate compensation.
- 6. PAYMENTS: All payments must be made in agreed-to currency, normally Canadian or U.S. Dollars. Unless other payment terms are expressly set forth in the purchase order or otherwise required by the Seller, invoices are due and payable NET 30 DAYS from date of the invoice, without regard to delays for inspection or transportation, with payments to be made by check to SELLER at the address listed in the purchase order or by bank transfer to the account obtainable from SELLER's Accounts Receivable Manager. In the event payments are not made or not made in a timely manner, SELLER may, in addition to all other remedies provided at law, either: (a) declare BUYER's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the outstanding balance at a rate of 1.5% per month or the maximum rate permitted by law, if lower, for each month or part thereof that there is an outstanding balance plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) pursue other collection efforts and recover all associated costs including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. BUYER is prohibited from setting off any and all monies owed under this Contract from any other sums, whether liquidated or not, that are or may be due to the BUYER, which arise out of a different transaction with SELLER or any of its affiliates. Should BUYER's financial condition become unsatisfactory to SELLER in its discretion, SELLER may require payment in advance or other security. If BUYER fails to meet these requirements, SELLER may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due to SELLER. BUYER hereby grants SELLER a security interest in the Products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds of the foregoing, to secure payment in full of all amounts to Seller, which payment releases the security interest but only if such payment could not be considered an avoidable transfer under applicable laws. The security interest granted hereby constitutes a purchase money security interest under the applicable Uniform Commercial Code or Personal Property Security Act or other applicable law, and SELLER is authorized to make whatever registration or notification or take such other action as SELLER deems necessary or desirable to perfect such security interest. BUYER's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of BUYER, constitutes a default under this Contract and affords SELLER all of the remedies of a secured creditor under applicable law, as well as the remedies stated above for late payment or non-payment.

- 7. LIMITED WARRANTY: Unless specifically provided otherwise in SELLER's quotation, SELLER provides the following Limited Warranty. SELLER warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for Products is for a period of twelve (12) months from delivery. SELLER warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Products repaired or replaced are not covered by any warranty except to the extent repaired or replaced by SELLER, an authorized representative of SELLER, or under specific instructions by SELLER, in which cases, the Products will be covered under warranty up to the end of the warranty period applicable to the original Products. The above warranties do not include the cost of shipping and handling of returned items. Parts provided by SELLER in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any nonfunctioning parts that are repaired by SELLER shall become the property of SELLER. No warranties are extended to consumable items such as, without limitation, light bulbs, and for normal wear and tear. All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded. The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price, as determined by SELLER in its sole discretion. This remedy will not be deemed to have failed of its essential purpose so long as SELLER is willing to provide such replacement, credit or refund. To make a warranty claim, BUYER must notify SELLER in writing within 5 days of discovery of the defect in question. This notification must include a description of the problem, a copy of the applicable operator's log, a copy of BUYER's maintenance record and any analytical results detailing the problem. Any warranty hereunder or performance guarantees shall only be enforceable if (a) all equipment is properly installed, inspected regularly, and is in good working order, (b) all operations are consistent with SEILER recommendations, (c) operating conditions at the installation site have not materially changed and remain within anticipated specifications, and (d) no reasonably unforeseeable circumstances exist or arise.
- 8. INDEMNIFICATION: Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). SELLER is responsible for and will defend, indemnify and hold harmless the BUYER Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to SELLER's breach of the Limited Warranty. BUYER is responsible for and will defend, indemnify and hold harmless SELLER Indemnified Parties against all losses, claims, expenses, or damages which may result from accident, injury, damage, or death due to the negligence or misuse or misapplication of any Products or the breach of any provision of this Contract by the BUYER or any third party affiliated or in privity with BUYER.
- 9. PATENT PROTECTION: Subject to all limitations of liability provided herein, SELLER will, with respect to any Products of SELLER's design or manufacture, indemnify BUYER from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. or Canadian patent (or European patent for Products that SELLER sells to BUYER for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to BUYER hereunder and from reasonable expenses incurred by BUYER in defense of such suit if SELLER does not undertake the defense thereof, provided that BUYER promptly notifies SELLER of such suit and offers SELLER either (i) full and exclusive control of the defense of such suit when Products of SELLER only are involved, or (ii) the right to participate in the defense of such suit when products other than those of SELLER are also involved. SELLER's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by SELLER's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, SELLER will, at its own expense and at its option, either procure for BUYER the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of SELLER for patent

infringement by the Products. Further, to the same extent as set forth in SELLER's above obligation to BUYER, BUYER agrees to defend, indemnify and hold harmless SELLER for patent infringement related to (x) any goods manufactured to the BUYER's design, (y) services provided in accordance with the BUYER's instructions, or (z) SELLER's Products when used in combination with any other devices, parts or software not provided by SELLER hereunder.

- 10. TRADEMARKS AND OTHER IABELS: BUYER agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.
- 11. SOFTWARE AND INTELLECTUAL PROPERTY: All licenses to SELLER's separately provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such express licenses and for all other software, SELLER grants BUYER only a personal, non-exclusive license to access and use the software provided by SELLER with Products purchased hereunder solely as necessary for BUYER to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which BUYER may use under the terms and conditions of the specific license under which the open source software is distributed. BUYER agrees that it will be bound by all such license agreements. Title to software remains with the applicable licensor(s). All SELLER contributions to the Products, the results of the services, and any other work designed or provided by SELLER hereunder may contain or result in statutory and non-statutory Intellectual Property, including but not limited to patentable subject matter or trade secrets; and all such Intellectual Property remains the sole property of SELLER; and BUYER shall not disclose (except to the extent inherently necessary during any resale of Product sold hereunder), disassemble, decompile, or any results of the Services, or any Products, or otherwise attempt to learn the underlying processes, source code, structure, algorithms, or ideas.
- 12. PROPRIETARY INFORMATION AND PRIVACY: "Proprietary Information" means any information, technical data, or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which SELLER considers proprietary, including but not limited to service and maintenance manuals. BUYER and its customers, employees, and agents will keep confidential all such Proprietary Information obtained directly or indirectly from SELLER and will not transfer or disclose it without SELLER's prior written consent, or use it for the manufacture, procurement, servicing, or calibration of Products or any similar products, or cause such products to be manufactured, serviced, or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains SELLER's property. No right or license is granted to BUYER or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of SELLER, except for the limited use licenses implied by law. In respect of personal data supplied by BUYER to SELLER, BUYER warrants that is duly authorized to submit and disclose these data, including but not limited to obtaining data subjects' informed consent. SELLER will manage BUYER's information and personal data in accordance with its Privacy Policy, a copy of which is available to Buyer upon request. In respect of other data and information that SELLER may receive in connection with BUYER's use of the Products including without limitation data that are captured by the Products and transmitted to SELLER, BUYER hereby grants SELLER a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of such data as needed for Product operation and maintenance, and to aggregate such data for use in an anonymous manner, solely to facilitate marketing, sales and R&D activities of SELLER and its affiliates.
- 13. SPECIAL TOOIS, DIES, JIGS, FIXTURES AND PATTERNS: Any tools, dies, jigs, fixtures, patterns and similar items which are included or required in connection with the manufacture and/or supply of the Products will remain the property of SELLER without credit to the BUYER. SELLER assumes the cost for maintenance and replacement of such items and shall have the right to discard and scrap any such item after it has been inactive for a minimum of one year, without credit to the BUYER.

- 14. CHANGES AND ADDITIONAL CHARGES: SELLER reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by BUYER unless agreed upon in writing before the Products' delivery date.
- 15. SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE: In connection with services provided by SELLER, BUYER agrees to permit prompt access to equipment. BUYER assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. BUYER is the operator and in full control of its premises, including those areas where SELLER employees or contractors are performing service, repair, and maintenance activities. BUYER will ensure that all necessary measures are taken for safety and security of working conditions, sites, and installations during the performance of any services. BUYER is the generator of any resulting wastes, including without limitation hazardous wastes. BUYER is solely responsible to arrange for the disposal of any wastes at its own expense. BUYER will, at its own expense, provide SELLER employees and contractors working on BUYER's premises with all information and training required under applicable safety compliance regulations and BUYER's policies. SELLER has no responsibility for the supervision or actions of BUYER's employees or contractors or for non-SELLER items (e.g., chemicals, equipment) and disclaims all liability and responsibility for any loss or damage that may be suffered as a result of such actions or items, or any other actions or items not under SELLER's control.
- 16. LIMITATIONS ON USE: BUYER will not use any Products for any purpose other than those identified in SELLER's catalogs and literature as intended uses. Unless SELLER has advised the BUYER in writing, in no event will BUYER use any Products in drugs, food additives, food, or cosmetics, or medical applications for humans or animals. In no event will BUYER use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. BUYER will not sell, transfer, export, or re-export any SELLER Products or technology for use in activities which involve the design, development, production, use, or stockpiling of nuclear, chemical, or biological weapons or missiles, nor use SELLER Products or technology in any facility which engages in activities relating to such weapons. Unless the "ship-to" address is in California, U.S.A., the Products are not intended for sale in California and may lack markings required by California Proposition 65; accordingly, unless BUYER has ordered Products specifying a California ship-to address, BUYER will not sell or deliver any SELLER Products for use in California. Any warranty granted by SELLER is void if any goods covered by such warranty are used for any purpose not permitted hereunder.
- 17. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH IAWS: Unless otherwise expressly agreed, BUYER is responsible for obtaining any required export or import licenses necessary for Product delivery. BUYER will comply with all laws and regulations applicable to the installation or use of all Product, including applicable import and export control laws and regulations of the U.S., E.U., and any other country having proper jurisdiction, and will obtain all necessary export or import licenses in connection with any subsequent export, re-export, transfer, and use of all Product and technology delivered hereunder. BUYER will not sell, transfer, export, or re-export any SELLER Product or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical, or biological weapons or missiles, nor use SELLER Product or technology in any facility which engages in activities relating to such weapons. BUYER will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to BUYER's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). BUYER agrees that no payment of money or provision of anything of value will be offered, promised, paid, or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for BUYER or for SELLER, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of

obtaining business or any improper advantage, with respect to any of BUYER's activities related to this Contract. SELLER asks BUYER to "Speak Up!" if aware of any violation of law, regulation, or our Code of Conduct ("CoC") in relation to this Contract. See www.danaherintegrity.com and www.danaher.com/how-we-work/integrity-and-compliance for a copy of the CoC and for access to our Helpline portal.

- 18. RELATIONSHIP OF PARTIES: BUYER is not an agent or representative of SELLER and will not present itself as such under any circumstances, unless and to the extent it has been formally screened by SELLER's compliance department and received a separate duly-authorized letter from SELLER setting forth the scope and limitations of such authorization.
- 19. FORCE MAJEURE: SELLER is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control, including but not limited to Government embargoes, blockages, seizures or freezing of assets, delays, or refusals to grant an export or import license, or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to SELLER by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms, and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, SELLER may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.
- 20. NON-ASSIGNMENT AND WAIVER: BUYER will not transfer or assign this Contract or any rights or interests hereunder without SELLER's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract, will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.
- 21. FUNDS TRANSFERS: BUYER and SELLER both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new mailing or banking transfer instructions. To avoid this risk, BUYER must verbally confirm any new or changed mailing or banking transfer instructions by calling SELLER and speaking with SELLER's Accounts Receivable Manager before transferring any monies using the new instructions. Both parties agree that they will not institute mailing or banking transfer instruction changes and require immediate payment under the new instructions, but will instead provide a ten (10) day grace period to verify any mailing or banking transfer instruction changes before any new or outstanding payments are due using the new instructions.
- 22. LIMITATION OF LIABILITY: None of SELLER, its successors-in-interest, assignees, affiliates, directors, officers, and employees will be liable to BUYER under any circumstances for any special, treble, incidental, or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair, or replacement; lost profits, revenue, or opportunity; loss of use; losses resulting from or related to downtime of the Products or inaccurate measurements or reporting; the cost of substitute products; or claims of BUYER's customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of SELLER, its successors-in-interest, assignees, affiliates, directors, officers, and employees arising out of the performance or nonperformance hereunder, or SELLER's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products, will in no circumstance exceed the amount actually paid to SELLER for Products delivered hereunder.

- 23. APPLICABLE IAW AND DISPUTE RESOLUTION: All issues relating to the construction, validity, interpretation, enforcement, and performance of this agreement and the rights and obligations of SELLER and the BUYER hereunder shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any provisions of the International Sale of Goods Act or any convention on contracts for the international sale of goods shall not be applicable to this agreement. The parties submit to and consent to the non-exclusive jurisdiction of courts located in the Province of Ontario.
- 24. ENTIRE AGREEMENT & MODIFICATION: These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon SELLER unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of SELLER. SELLER rejects any additional or inconsistent Terms & Conditions of Sale offered by BUYER at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of SELLER's acceptance of BUYER's order for the described goods and services.

Terms and Conditions Covering Sales of Configured-to-Order Projects and Systems

In addition to all terms and conditions above, the following sections apply to sales of Configured-to-Order Projects, Systems, and the like:

101. PAYMENT.

101.1 Payments will be made per the schedule of payment events set forth in Seller's Quotation; provided that if the Start-Up Date (as defined below) is less than 30 days after the Acceptance Date, 90% of the purchase price is due on or before the Start-Up Date.

101.2. In the event that achievement of a scheduled payment event is delayed or suspended due to the Buyer's convenience or other reasons for which the Buyer or its representatives is responsible, such payment event will be deemed to have occurred and Seller shall be entitled to invoice Buyer as if achievement of such payment event had been achieved. In such circumstances, Buyer must notify Seller in writing of the reasons for the delay and anticipated duration of the delay. Seller will mark the Products (or parts thereof) as the Buyer's property and shall store the Products (or parts thereof) in a segregated area until actual delivery.

102. DELIVERY

102.1 SELLER will request the BUYER to provide a firm date for delivery of the Products to the project site (the "Delivery Date") which SELLER will then use to establish the production schedule for the Products. The Delivery Date will then be binding on the BUYER except for any changes made in accordance with the provisions below.

102.2 The BUYER can request a rescheduling of the Delivery Date on one occasion only by notifying SEILER in writing not less than four weeks prior to the scheduled Delivery Date. The BUYER may request that the Delivery Date be extended by a period up to six weeks, without penalty, but may not request that the Delivery Date be moved forward. The BUYER may also request that the Delivery Date be extended beyond a six-week period but, SEILER may not agree to such extension, beyond the maximum six-week extension period

102.3 SELLER may, in its sole discretion, agree to change the Delivery Date on more than one occasion or if less than four weeks' prior notice is provided of a requested change, but is under no obligation to do so.

102.4 SELLER reserves the right to reschedule the Delivery Date to a date prior to or subsequent to the scheduled Delivery Date in order to accommodate its shipping, production or other requirements. This right to reschedule will be applicable unless otherwise agreed in writing by an authorized officer of SELLER. SELLER will provide the BUYER or its representative with a minimum of 24 hours' notice of any such rescheduling.

102.5 Where any change to the Delivery Date is made at BUYER's request, for all purposes with respect to the warranty and payment provided by SELLER in connection with the Products, the initial Delivery Date will be considered to be the Delivery Date regardless of any change later made to the Delivery Date.

103. ACCEPTANCE

103.1 During the period between the Delivery Date and the Start-up Date, the BUYER shall prepare the Products and the project site for installation and start-up and, unless otherwise agreed in writing by an authorized representative of SELLER, shall complete acceptance testing with respect to the Products. The Products shall be deemed to be accepted on the earliest to occur of the following dates (the "Acceptance Date"): (a) that date on which the Products can function in either manual or automatic operation and provide disinfection in accordance with criteria specified in the Quotation, or (b) 60 days after the Delivery Date.

103.2 All amounts which remain owing by the BUYER for the Products, including any amount which is specified to be payable on the Acceptance Date, will be paid by the BUYER to SELLER within 30 days after the Acceptance Date, unless otherwise agreed in writing by an authorized representative of SELLER.

103.3 Written notification must be given by the BUYER to SELLER within seven days after the Acceptance Date listing any outstanding deficiencies with respect to the Products and SELLER will use all reasonable efforts to correct such deficiencies promptly.

104. START-UP

104.1 SELLER will request a firm date for start-up of the Equipment (the "Start-Up Date"). Trojan will then schedule its technician to be on-site for the Start-up Date. The Start-up Date is binding except for any changes made in accordance with the provisions below.

104.2 On the Start-up Date, BUYER must have the Equipment and site ready as provided in the Installation Preparation Checklist contained in the Contractor Installation Package sent to BUYER and must have paid all amounts then due and payable to SELLER.

104.3 BUYER can request a rescheduling of the Start-up Date by notifying SELLER in writing not less than three weeks prior to the Start-up Date. BUYER may request that the Start-up Date be extended but may not request that the Start-up Date be moved forward. SELLER requires a minimum extension period of two weeks between the existing Start-up Date and the requested new Start-up Date in order to reschedule its technician.

104.4 SELLER may, in its sole discretion, agree to reschedule the Start-up Date where a BUYER requests less than a two-week extension but is under no obligation to do so. In the event that SELLER does agree to less than a two-week extension or that BUYER requests more than two changes to the Start-up Date, BUYER will be charged an administration fee in an amount determined by SELLER.

104.5 SELLER reserves the right to reschedule the Start-up Date to a date which is prior to or subsequent to the scheduled Start-up Date in order to accommodate its resource availability. This right to reschedule will be applicable unless otherwise agreed in writing by an authorized officer of SELLER. SELLER will provide BUYER or its representative with a minimum of 72 hours' notice of any such change to the Start-up Date.

- **104.6** In the event that SELLER'S technician arrives at the project site and finds that the Equipment or the project site is not ready for start-up as defined in the Contractor Installation Package, or any amounts then due and payable to SELLER remain unpaid, BUYER may either:
- (a) provided all amounts then due and payable to SELLER have been paid, issue a purchase order for all costs involved in having SELLER correct the deficiencies, or
- (b) have SELLER'S technician leave the site and then reschedule the Start-up Date to a date when all deficiencies will be corrected, and the Equipment will be ready for start-up as defined in the Contractor Installation Package. If BUYER selects this option, the cost of rescheduling will be not less than a minimum amount specified by SELLER, with the final cost being determined by SELLER based on its costs and expenses incurred in connection with the rescheduling.

Certification of Single Source or Emergency Procurement

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

3-112 Single Source

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

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

3-113 Emergency Procurements

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

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

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

Please provide the following information:

Vendor Name:

1.

Trojan Technologies

2. Description of Services or Supplies provided by Vendor:

Trojan will provide UV300Plus system that includes a Power Distribution Center (PDC), support rack to mount the UV modules, level controller, water level sensor, UV module lifting sling with frame and spare parts. Trojan will also provide shop drawings and O&M manuals.

3. <u>Certification:</u>

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

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

Peter Doherty Name of JEA Business	a Unit Managar		
Signature of JEA Bus	siness Unit Manager	Date	
Peter Doherty	Digitally signed by Peter Doherty Date: 2021.12.03 14:40-40 -0500	3-Dec-2021	
OR Emergency Procurement:	curement - Please state which subsection	n of Section 3-113 above applies to this Emerge	ency
Source Procurement: (b)ti	e Supplies or Services must be a certain type, brand, make or manufacturer due to the cri	cality of the item orcompatibility within a JEA utility system, and such Supplies or Services may not be obtain	ine
		tion of Section 3-112 above applies to this Sing	_

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



Formal Bid and Award System

Award #7 March 17, 2022

Type of Award Request: CONTRACT AMENDMENT

Requestor Name: May, Andy R. **Requestor Phone:** (904) 665-4510

Project Title: Construction Management-at-Risk (CMAR) Services for the Southwest Water

Reclamation Facility (WRF) Expansion

Project Number: 8005555 (150-11)

Project Location: JEA **Funds:** Capital

Budget Estimate: \$114,157,821.00 (100% design, full construction estimate)

Scope of Work:

The scope of work for this project is the pre-construction and construction services using the CMAR delivery method for the Southwest WRF Expansion from an effective capacity of 10 million gallons per day (MGD) to 16 MGD. This project is needed to meet wastewater flow demands in the Southwest services territory.

JEA IFB/RFP/State/City/GSA#: 125-19 **CPA#** 187260

Purchasing Agent: Kruck, Daniel R.

Is this a Ratification?: NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
GARNEY COMPANIES INC.	Scott Reuter	sreuter@garney.com	-,	(407) 395- 7616	\$102,771,513.00

Amount of Original Award:\$704,232.00Date of Original Award:12/19/2019Contract Increase Amount:\$102,771,513.00

List of Previous Change Order/Amendments:

CPA#	Amount	Date	Reason	
187260	\$2,789,909.00	08/26/2020	Purchase of ultra-violet (UV) Equipment	
187260	\$3,206,159.00	03/11/2021	Installation of UV Equipment	
187260	\$4,000,365.00	07/01/2021	Early purchase of major process equipment	
187260	\$748,489.00	12/07/2021	Early purchase of ductile iron materials	

New Not-To-Exceed Amount: \$114,220,667.00 **Length of Contract/PO Term:** Project Completion

Begin Date: 01/03/2020

End Date: Project Completion (Expected: December 2025)

JSEB Requirement: Optional at time of Proposal

Comments on JSEB Requirements:

Original Award

N/A

This Contract Increase

JSEB Allowances - \$1,439,476.00

*Note: The CMAR received extremely limited JSEB participation when bidding out the major construction packages. Through working with the JEA JSEB manager, the CMAR identified portions of the work to direct sub to JSEB firms during construction. The number above reflects those allowances.

Background/Recommendations:

Originally bid and approved by Awards Committee on 12/19/2019 in the amount of \$704,232.00 for preconstruction services to Garney Companies Inc. Subsequent contract increases were approved by the Awards Committee on 08/26/2020 and 03/11/2021 and 07/01/2021 for interim GMPs of the purchase and installation of the UV system and major process equipment. A copy of the previous awards are attached as backup. An administrative increase was approved on 12/07/2021 for the early purchase of ductile iron materials due to long lead times and market conditions.

Negotiations with Garney Companies Inc. were successfully completed for the final construction of the Southwest WRF expansion. The total price for this contract, inclusive of all costs, is approximately 0.06% above JEA's 100% design estimate and deemed reasonable. A copy of the GMP-4 quote overview is attached as backup.

Summary of increases and GMPs to date:

Date	Description	Amount
12/19/2019	Initial award for pre-construction services	\$704,232.00
08/26/2020	Interim GMP-1 for purchase of the UV equipment	\$2,789,909.00
03/11/2021	Interim GMP-2 for installation of the UV equipment	\$3,141,330.00
03/11/2021	Additional three months of pre-construction services	\$64,829.00
07/01/2021	Interim GMP-3 for purchase of major process equipment	\$4,000,365.00
12/07/2021	Early purchase of ductile iron materials	\$748,489.00
03/17/2022	Final GMP for full construction services	\$102,771,513.00
	Total Proposed NTE	\$114,220,667.00

Request approval to award a contract amendment to Garney Companies Inc., for the construction of the Southwest Water Reclamation Facility (WRF) Expansion in the amount of \$102,771,513.00, for a new not-to-exceed amount of \$114,220,667.00, subject to the availability of lawfully appropriated funds.

Manager:	Doherty, Peter F Mgr Project Management
Director:	Conner, Sean M W/WW Project Engineering & Construction
VP:	Vu, Hai X VP Water Wastewater Systems
APPROVA	LS:

Chairman, Awards Committee Date

Budget Representative Date

Date: <u>07/1/2021</u> Item# <u>4</u>



Formal Bid and Award System

Award #4 July 1, 2021

Type of Award Request: CONTRACT AMENDMENT

Requestor Name: May, Andy R. **Requestor Phone:** (904) 665-4510

Project Title: Construction Management-at-Risk (CMAR) Services for the Southwest Water

Reclamation Facility (WRF) Expansion

Project Number: 8005555
Project Location: JEA
Funds: Capital

Budget Estimate: \$3,980,141.00

Scope of Work:

JEA requests Proposals from interested and qualified Proposers to provide CMAR pre-construction services during design, and construction services for the Southwest WRF Expansion to 16 millions of gallons per day (MGD) project. This project is needed to meet wastewater flow demands in the Southwest services territory.

JEA IFB/RFP/State/City/GSA#: 125-19 **CPA#** 187261

Purchasing Agent: Kruck, Daniel R.

Is this a Ratification?:

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
GARNEY COMPANIES INC.	Dave Hall	dhall@garney.com	′	(407) 877- 5912	\$4,000,365.00

Amount of Original Award: \$704,232.00

Date of Original Award: 12/19/2019

Contract Increase Amount: \$4,000,365.00

List of Previous Change Order/Amendments:

CPA#	Amount	Date	Reason
187260	\$2,789,909.00	009.00 08/26/2020 Purchase of ultra-violet (UV) Equipment	
187260	\$3,206,159.00		

New Not-To-Exceed Amount: \$10,700,665.00 **Length of Contract/PO Term:** Project Completion

Begin Date: 01/03/2020

End Date: Project Completion (Expected: January 2024)

JSEB Requirement: Optional at time of Proposal

Comments on JSEB Requirements:

Most of the JSEB opportunities in the projects scope of work will happen during the final Guaranteed Maximum Price (GMP). Each GMP is reviewed to determine an appropriate JSEB goal.

Original Award

N/A

This Contract Increase

N/A

Background/Recommendations:

Originally bid and approved by Awards Committee on 12/19/2019 in the amount of \$704,232.00 for preconstruction services to Garney Companies Inc. Subsequent contract increases were approved by the Awards Committee on 08/26/2020 and 03/11/2021 for interim GMPs of the purchase and installation of the UV system. A copy of the previous awards are attached as backup.

Negotiations with Garney Companies Inc. were successfully completed for the purchase of major process treatment equipment due to long delivery lead times. A copy of the GMP-3 quote overview is attached as backup. This GMP is approximately 0.5% above JEA's estimate and deemed reasonable. This interim GMP includes the purchase of the items listed below:

- Blowers
- Vortex grit removal units
- Grit pumps
- Influent plate screens
- Secondary clarifier rakes and drives
- Coarse and fine bubble disc diffusers
- Large bubble compressed air mixing system

As design progresses for the other aspects of the overall Southwest WRF expansion, additional GMPs will be brought before the Awards Committee.

Summary of increases and GMPs to date:

Date	Description	Amount
12/19/2019	Initial award for pre-construction services	\$704,232.00
08/26/2020	Interim GMP-1 for purchase of the UV equipment	\$2,789,909.00
03/11/2021	Interim GMP-2 for installation of the UV equipment	\$3,141,330.00
03/11/2021	Additional three months of pre-construction services	\$64,829.00
07/01/2021	Interim GMP-3 for purchase of major process equipment	\$4,000,365.00
	Total Proposed NTE	\$10,700,665.00

Request approval to award a change order to Garney Companies Inc., for the purchase of major process equipment as part of the Southwest Water Reclamation Facility (WRF) Expansion in the amount of \$4,000,365.00, for a new not-to-exceed amount of \$10,700,665.00, subject to the availability of lawfully appropriated funds.

Manager: Collier, Bradley W. - Mgr Project Management

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

VP: Vu, Hai X. - VP Water/Wastewater Systems

APPROVALS:

9/MMM 07/01/2021

Chairman, Awards Committee

Date

Budget Representative

Date

Date: 12/19/2019 Item# 3



Formal Bid and Award System

Award #3 December 19, 2019

Type of Award Request:

PROPOSAL (RFP)

Request #:

6669

Requestor Name:

Hawk, Thomas C.

Requestor Phone:

(904) 665-8829

Project Title:

Construction Management-at-Risk (CMAR) Services for the Southwest Water

Reclamation Facility (WRF) Expansion - Phase 1

Project Number:

8005555

Project Location:

JEA

Funds:

Capital

Budget Estimate:

\$846,990.00 (Phase 1 Estimate)

Scope of Work:

JEA requests Proposals from interested and qualified Proposers to provide CMAR pre-construction services during design, and construction services for the Southwest WRF Expansion to 18 millions of gallons per day (MGD) project. This project is needed to meet wastewater flow demands in the Southwest services territory.

This award positively impacts all of JEA's Measures of Value:

Customer Value: Improve customer's service by providing additional capacity and reliable operation

 Community Value: Provide additional capacity and redundancy to meet existing and future growth in the service area

 Environmental Value: Provide high level treatment of wastewater to produce a high quality and consistent effluent for discharge to the St. Johns River while meeting the most current resiliency requirements

 Financial Value: Will provide the most energy efficient process equipment and upgrades to improve operations and reduce energy requirements

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

125-19

Purchasing Agent:

Kruck, Daniel R.

Is this a Ratification?:

NO

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
GARNEY COMPANIES INC.	Dave Hall	dhall @garney.com	133 NW Vivion Road, Kansas City, MO 64118-4554	(407) 877- 5912	\$704,232.00

Amount for entire term of Contract/PO:

\$704,232.00

Award Amount for remainder of this FY:

\$704,232.00

Length of Contract/PO Term:

Project Completion

Begin Date (mm/dd/yyyy):

01/03/2020

End Date (mm/dd/yyyy):

Project Completion (Expected: March 2023)

JSEB Requirement:

Optional for Phase 1

Comments on JSEB Requirements:

No JSEB participation in Phase 1. Contractor will meet JSEB goals during Phase 2.

PROPOSERS:

Name	Amount	Rank
GARNEY COMPANIES INC.	\$704,232.00	1
WHARTON-SMITH, INC.	N/A	2
BRASFIELD & GORRIE, LLC	N/A	3
THE HASKELL COMPANY	N/A	4
CLARK CONSTRUCTION GROUP, LLC	N/A	5
PC CONSTRUCTION COMPANY	N/A	6
ULLIMAN SCHUTTE CONSTRUCTION LLC	N/A	7

Background/Recommendations:

Advertised on 07/25/2019. Nine (9) prime companies attended the mandatory pre-proposal meeting held on 05/30/2019. At proposal opening on 08/27/2019, JEA received seven (7) Proposals. The public evaluation meeting was held on 09/25/2019 and JEA deemed Garney Companies Inc. most qualified to perform the work. A copy of the evaluation matrix and negotiated fees are attached as backup.

Negotiations with Garney Companies Inc. were successfully completed for Phase 1 of this project. Phase 1 consists of developing the project schedule, design and constructability reviews, developing work packages, value engineering and developing the Guaranteed Maximum Price (GMP). These preconstruction costs are 1% of the estimated total construction costs and deemed reasonable (typically 0.5% - 3% of total construction costs). If negotiations for the final GMP are not successful, JEA reserves the right not to proceed with construction with this contractor. The contractor reviewed the 10% design estimate and deemed it reasonable for this project.

The project details are below:

- Planning Project Budget: \$65,501,000.00
 - o Engineering Budget: \$5,647,000.00
 - o Construction Budget: \$56,466,000.00
 - o Internal JEA Costs: \$3,388,000.00
- Revised Project Budget (10% Design): \$77,035,660.00
 - Engineering Budget (CDM Smith): \$8,321,810.00
 - Phase 1: \$732,210.00
 - Phase 2: \$7,589,600.00
 - o Construction Budget (Garney Companies): \$65,586,178.00
 - Phase 1: \$704,232.00 (this award)
 - Phase 2: \$64,881,946.00
 - o Internal JEA Costs: \$3,127,672
- Original Project Schedule:
 - o Engineering Completion: August 2020
 - o Construction Completion: May 2023
- · Revised Schedule:
 - o Engineering Completion: December 2020
 - o Construction Completion: October 2023

Major Changes/Issues

The original construction estimate of \$65.5M was derived from the project definition that only accounted for treatment process expansion. Upon project steering committee review, additional scope was added to the project (listed below). The scope addition and subsequent engineering and indirect costs were the cause for the budget increase to \$77M. This estimate is the engineer's opinion of probable construction cost at 10% design. Once the CMAR contract is awarded, they will be responsible for providing construction estimates at 30% and 60% design leading up to a GMP.

Additional Southwest WRF Projects

- 1. New Electrical Building #1 \$588,804: Preliminary design indicated that a new electrical building would be more economical than replacing/upgrading current electrical system
- Additional Instrumentation and Control \$1,855,922: Preliminary design indicated that it is more
 economical to replace existing plant controls using a fiber optic loop rather than patch together
 new controls with existing
- 3. New Administration Building \$4,867,028: Originally planned for rehabilitation by facilities and transferred to this project per facilities request. It was determined that it would be a larger added value to build new buildings rather than rehab the existing due to space limitations.
- 4. New Workshop Building \$1,740,478: Originally planned for rehabilitation by facilities and transferred to this project per facilities request. It was determined that it would be a larger added value to build new buildings rather than rehab the existing due to space limitations.

A breakdown of the increases in costs is shown below.

Construction Costs: \$9,052,232 <u>Engineering Costs:</u> \$1,457,409 Total Increases: \$10,509,641

125-19 – Request approval to award a contract to Garney Companies Inc., for pre-construction services for the Southwest Water Reclamation Facility Expansion to 18 MGD project in the amount of \$704,232.00, subject to the availability of lawfully appropriated funds.

Manager: (

Collier, Bradley W. - Mgr Project Management

Director:

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

VP:

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

APPROVALS:

Chairman, Awards Committee

Date

Manager, Operating Budgets

Date

Date: <u>08/12/2020</u> Item# <u>6</u>



Formal Bid and Award System

Award #6 August 13, 2020

Type of Award Request: CONTRACT INCREASE

Requestor Name: Hawk, Thomas C. **Requestor Phone:** (904) 665-8829

Project Title: Construction Management-at-Risk (CMAR) Services for the Southwest

Water Reclamation Facility (WRF) Expansion

Project Number: 8005555
Project Location: JEA
Funds: Capital

Budget Estimate: \$3,166,057.00

Scope of Work:

JEA requests Proposals from interested and qualified Proposers to provide CMAR pre-construction services during design, and construction services for the Southwest WRF Expansion to 16 millions of gallons per day (MGD) project. This project is needed to meet wastewater flow demands in the Southwest services territory.

JEA IFB/RFP/State/City/GSA#: 125-19 **CPA#** 187260

Purchasing Agent: Kruck, Daniel R.

Is this a Ratification?:

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
GARNEY COMPANIES INC.	Dave Hall	dhall@garney.com	′	(407) 877- 5912	\$2,789,909.00

Amount of Original Award: \$704,232.00

Date of Original Award: 12/19/2019

Contract Increase Amount: \$2,789,909.00

New Not-To-Exceed Amount: \$3,494,141.00

Length of Contract/PO Term: Project Completion

Begin Date (mm/dd/yyyy): 01/03/2020

End Date (mm/dd/yyyy): Project Completion (Expected: January 2024)

JSEB Requirement: Optional

Comments on JSEB Requirements:

Original Award

N/A

This Contract Increase

N/A

Background/Recommendations:

Originally bid and approved by Awards Committee on 12/19/2019 in the amount of \$704,232.00 for preconstruction services to Garney Companies Inc. A copy of the original award is attached as backup.

Negotiations with Garney Companies Inc. were successfully completed for the ultra-violet (UV) disinfection equipment procurement. Design for the UV system is not yet at the 60% design stage, however, due to the long lead time for UV disinfection equipment JEA requested an early guaranteed maximum price (GMP) for the equipment once the equipment was selected. The installation of the UV equipment will be included in a future GMP amendment once the design has progressed. The negotiated price of \$2,789,909.00 is approximately 11.9% below the estimate due to negotiations between Garney Companies Inc. and the equipment supplier and deemed reasonable. A copy of the quote is attached as backup. As design progresses for the other aspects of the overall Southwest WRF expansion, additional GMPs will be brought before the Awards Committee.

The contract increase spend details are below:

• FY21: \$2,789,909.00

Request approval to award a change order to Garney Companies Inc., for the purchase of the UV equipment as part of the Southwest Water Reclamation Facility (WRF) Expansion in the amount of \$2,789,909.00, for a new not-to-exceed amount of \$3,494,141.00, subject to the availability of lawfully appropriated funds.

Manager: Collier, Bradley W. - Mgr Project Management

Director: Conner, Sean – W/WW Project Engineering & Construction

Chief: Vu, Hai – Interim GM Water/Wastewater Systems

APPROVALS:

JY011/W/V 08/13/2020

Chairman, Awards Committee Date

8/17/2020

Budget Representative Date

Date: <u>03/11/2021</u> Item# <u>3</u>



Formal Bid and Award System

Award #3 March 11, 2021

Type of Award Request: CONTRACT AMENDMENT

Requestor Name: Hawk, Thomas C. **Requestor Phone:** (904) 665-8829

Project Title: Construction Management-at-Risk (CMAR) Services for the Southwest Water

Reclamation Facility (WRF) Expansion

Project Number: 8005555
Project Location: JEA
Funds: Capital

Budget Estimate: \$3,350,000.00

Scope of Work:

JEA requests Proposals from interested and qualified Proposers to provide CMAR pre-construction services during design, and construction services for the Southwest WRF Expansion to 16 millions of gallons per day (MGD) project. This project is needed to meet wastewater flow demands in the Southwest services territory.

JEA IFB/RFP/State/City/GSA#: 125-19 **CPA#** 187260

Purchasing Agent: Kruck, Daniel R.

Is this a Ratification?:

RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
GARNEY COMPANIES INC.	Dave Hall	dhall@garney.com	′	(407) 877- 5912	\$3,206,159.00

Amount of Original Award: \$704,232.00

Date of Original Award: 12/19/2019

Contract Increase Amount: \$3,206,159.00

List of Previous Change Order/Amendments:

CPA#	Amount	Date
187260	\$2,789,909.00	08/13/2020

New Not-To-Exceed Amount: \$6,700,300.00 **Length of Contract/PO Term:** Project Completion

Begin Date: 01/03/2020

End Date: Project Completion (Expected: January 2024)

JSEB Requirement: Optional at time of Proposal

Comments on JSEB Requirements:

Most of the JSEB opportunities in the projects scope of work will happen during the final GMP. Each GMP is reviewed to determine an appropriate JSEB goal.

Original Award

N/A

This Contract Increase

N/A

Background/Recommendations:

Originally bid and approved by Awards Committee on 12/19/2019 in the amount of \$704,232.00 for preconstruction services to Garney Companies Inc. A contract increase was approved by the Awards Committee on 08/26/2020 for an interim Guaranteed Maximum Price (GMP) of the purchase of the ultraviolet (UV) system. A copy of the previous awards are attached as backup.

Negotiations with Garney Companies Inc. were successfully completed for the installation of the UV disinfection equipment. The negotiated installation cost for the UV equipment of \$3,141,330.00 is \$133,699.00 less than originally proposed and deemed reasonable. A copy of the installation quote is attached as backup. JEA also requested Garney provide an additional three months of pre-construction services beyond what was agreed upon in the initial award. Attached is the quote for \$64,829.00 for the additional pre-construction services, which is deemed reasonable.

JEA negotiated updated hourly rates with Garney, and those updated rates are attached as backup. The updated rates are, on average, 16% less than originally negotiated. This results in a savings of \$3,837.60 for the additional pre-construction services. As design progresses for the other aspects of the overall Southwest WRF expansion, additional GMPs will be brought before the Awards Committee.

Date	Description	Amount
12/19/2019	Initial award for pre-construction services	\$704,232.00
08/26/2020	Interim GMP for purchase of the UV equipment	\$2,789,909.00
03/11/2021	Interim GMP for installation of the UV equipment	\$3,141,330.00
03/11/2021	Additional three months of pre-construction services	\$64,829.00
	Total Proposed NTE	\$6,700,300.00

Request approval to award a change order to Garney Companies Inc., for the installation of the UV equipment and additional pre-construction services as part of the Southwest Water Reclamation Facility (WRF) Expansion in the amount of \$3,206,159.00, for a new not-to-exceed amount of \$6,700,300.00, subject to the availability of lawfully appropriated funds.

Manager: Collier, Bradley W. - Mgr Project Management

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

VP: Vu, Hai X. - VP Water/Wastewater Systems

APPROVALS:

J971/W// 03/11/2021

Chairman, Awards Committee

Date

Budget Representative Date



PROJECT NAME: JEA SOUTHWEST EXPANSION

CMD 1 DUDCHASE UV FOUNDMENT	GMP.1 VAL
GMP.1 - PURCHASE UV EQUIPMENT	GIVIP.1 VAL
1.1 PURCHASE UV EQUIPMENT (PACKAGE 1)	2,43:
\$2,280,000 plus 7% Sales Tax	
SUBTOTAL DIRECT COSTS	2,439
CONTINGENCY ON SUBTOTAL DIRECT COSTS	
SUBTOTAL DIRECT COSTS w/ CONTINGENCY	2,439
SOUTOTAL BIRLET COSTS WY CONTINGENCY	2,433
INDIRECT COSTS	
CMAR BONDS & INSURANCE	3
CONSTRUCTION FEE	21
MP.1 TOTAL	
MP.1 TOTAL	
ELECTRICAL ALLOWANCE	10
DIAL DUDGUAGE UV CVCTEM FOUNDMENT	3 700
OTAL PURCHASE UV SYSTEM EQUIPMENT	2,789,
IP.2 - UV SYSTEM INSTALLATION	GMP.2 VAL
	Civil IL VAL
2.4 MADDILIZATION 9. HIV CCC (42 MACC)	
2.1 MOBILIZATION & UV GCS (12 MOS)	88
2.2 UV DEMO, CONC, INSTALLATION	1,16
2.3 UV ELECTRICAL BID PACKAGE	37
2.4 UV I&C / SCADA BID PACKAGE	g
SUBTOTAL DIRECT COSTS	2,523
CAAAA CONTINCENCY (FFF DICK DECISTED)	
CMAR CONTINGENCY (SEE RISK REGISTER)	1
SUBTOTAL DIRECT COSTS w/ CONTINGENCY	2,538
INDIRECT COSTS	
.25% CMAR BONDS & INSURANCE	3
3.50% CONSTRUCTION FEE	21
CONSTRUCTION FEE	21
лр.2 TOTAL	2,786,
UV PERMIT ALLOWANCE	NOT REQ'D PE
UV TESTING ALLOWANCE	
UV CONCRETE REPAIR ALLOWANCE	5
JEA RISK ALLOCATION	30
TAL UV SYSTEM INSTALLATION	3,141,
	5)2:12)
P.3 - EQUIPMENT PRE-PURCHASE	GMP.3 VA
3.1 CMAR GCs FOR GMP.3 (Revised 5/21/21 to Include 2 Months of PM)	4
3.2 EQUIPMENT PRE-PURCAHSE VALUE w/ SALES TAX	2,67
SUBTOTAL DIRECT COSTS	2,722
CMAR CONTINGENCY (SEE RISK REGISTER)	
SUBTOTAL DIRECT COSTS w/ CONTINGENCY	2,722
INDIRECT COSTS	
.25% CMAR BONDS & INSURANCE ON GMP-3 TOTAL	5
	23
.50% CONSTRUCTION FEE	2 000
.50% CONSTRUCTION FEE MP.3 TOTAL	
2.50% CONSTRUCTION FEE	20
.50% CONSTRUCTION FEE MP.3 TOTAL	20
.50% CONSTRUCTION FEE MP.3 TOTAL JEA Allowance	20
AP.3 TOTAL JEA Allowance	3,008, 20 79
.50% CONSTRUCTION FEE IP.3 TOTAL JEA Allowance	20
MP.3 TOTAL JEA Allowance	20

GMP 2 UV SYSTEM INSTALLATION

	TOTALS	S	347		Ĺ	40,219	-		-	L	900	_	2,100	43,219	43,219	
Comments			Total		Lab	or	Materials	Subc	ontract	Equip	ment	Oth	ner		w/ Sales Tax	
(Spec/Dwg)	Description	Quantity Unit	MH	MH/U	Labor Unit	Labor Total	Matl Unit Matl Total	Sub Unit	Sub Total	Equip Unit	Equip Total	Oth Unit	Oth Total	Subtotal	Total	Division
3.1	EQUIPMENT PRE-PURCHA	SE (GMP #3) C	CMAR GG	S											0	GC
															0	GC
	GARNEY INDIRECTS - PURE CM OVHI	DS									FUEL		ALLOWANCE		0	GC
	SR. PROJECT MANAGER	MOS	0.0	173.3		0	0		0	450	0	1,260	0	0	0	GC
	PROJECT MANAGER	2.0 MOS	346.7	173.3	20,109.75	40,219	0		0	450	900	1,050	2,100	43,219	43,219	GC
	ASS'T PROJECT MANAGER	MOS	0.0	173.3		0	0		0	450	0	840	0	0	0	GC
	SR / GENERAL SUPEINTENDENT	MOS	0.0	173.3		0	0		0	600	0	1,260	0	0	0	GC
	SUPERINTENDENT	MOS	0.0	173.3		0	0		0	450	0	1,050	0	0	0	GC
	ASS'T SUPERINTENDENT	MOS	0.0	173.3		0	0		0	450	0	1,050	0	0	0	GC
	CLERK / JOBSITE SECRETARY	MOS	0.0	173.3		0	0		0		0		0	0	0	GC
	FIELD ENGINEER	MOS	0.0	173.3		0	0		0	450	0	420	0	0	0	GC
	PROJECT ENGINEER	MOS	0.0	173.3		0	0		0	450	0	420	0	0	0	GC
	SAFETY OR QA/QC ENGINEER	MOS	0.0	173.3		0	0		0	450	0	840	0	0	0	GC
	FOREMAN VEHICLE ALLOWANCE	MOS	0.0			0	0		0	450	0	420	0	0	0	GC
															0	GC



PROJECT NAME: JEA SOUTHWEST EXPANSION

Part	MP.1 - P	URCHASE UV EQUIPMENT	GMP.1 VA
DATE OF THE PROPERTY OF THE	1.1	DUDCHASE LIVEQUIDMENT (DACKAGE 4)	2.43
	1.1		2,43
MONTON DESCRIPTION		SUBTOTAL DIRECT COSTS	2,439
MONTON DESCRIPTION		CONTINGENCY ON SURTOTAL DIRECT COSTS	
P. A. LOCAL PRICE ALL PROPERTY PRICE ALL PROPERTY			2,439
P. A. LOCAL PRICE ALL PROPERTY PRICE ALL PROPERTY			-
P. TOTAL P. TOTAL P. TOTAL P. TOTAL P. TOTAL P. TOTAL SURVEYS P. TOTAL SURV			3
ALTERIOR ALGORISTS TAAL PURCHASE UV SYSTEM EQUIPMENT 2,789 TAAL PURCHASE UV SYSTEM EQUIPMENT 2,789 CONTROL OF			21
ALTERIOR ALGORISTS TAAL PURCHASE UV SYSTEM EQUIPMENT 2,789 TAAL PURCHASE UV SYSTEM EQUIPMENT 2,789 CONTROL OF			
TAL PURCHASE UV SYSTEM EQUIPMENT 2.78 SYSTEM INSTALLATION C. W SYSTE	MP.1 T	OTAL	
TAL PURCHASE UV SYSTEM EQUIPMENT 2.78 SYSTEM INSTALLATION C. W SYSTE			
### PATENTIAL PROPRESSOR ### PATENTIAL PROP		ELECTRICAL ALLOWANCE	10
2.1 MOLUPICHON DU COSTLOOS	OTAL P	URCHASE UV SYSTEM EQUIPMENT	2,789
2.1 MOLUPICHON DU COSTLOOS			
12 22 DE TENTAL CONTEST DE PROCESSE 1 1 2 2 2 2 2 2 2 2	/IP.2 - UV	SYSTEM INSTALLATION	GMP.2 VA
12 22 DE TENTAL CONTEST DE PROCESSE 1 1 2 2 2 2 2 2 2 2	2.1	MOBILIZATION & UV GCS (12 MOS)	88
2.4 WARF FEACH ROY PROCESS SUBSTITUTE DESTRUCTIONS 2.555			1,16
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Formal Bid and Award System

Award #8 March 17, 2022

Type of Award Request: REQUEST FOR PROPOSAL (RFP)

Requestor Name: Roh, Mir

Requestor Phone: (904) 665-6132

Project Title: 230kV to 34.5kV Transformer for Steelbald Substation

Project Location:JEAProject Number:8007815Funds:Capital

Award Estimate: \$2,094,243.06

Scope of Work:

JEA is soliciting Bids for the equipment design, fabrication, and delivery of one (1) one 230kV to 34.5 kV transformer for the Steelbald Substation (the "Work" or "Services").

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

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

JEA is requesting pricing for the two options listed in the Bid Workbook.

JEA IFB/RFP/State/City/GSA#: 1410471846

Purchasing Agent: Lovgren, Rodney D.

Is this a Ratification?:

RECOMMENDED AWARDEE(S):

Name	Contact Name	Address	Phone	Amount
PTI TRANSFORMERS LP	Mick Cleveland	101 Rockman Street, Winnipeg, Manitoba, CA R3T OL7	204-452-7446	\$2,094,243.06

Amount for entire term of Contract/PO: \$2,094,243.06 **Award Amount for remainder of this FY:** \$613,272.92

Length of Contract/PO Term: Project Completion

Begin Date (mm/dd/yyyy): 03/20/2022

End Date (mm/dd/yyyy): Project Completion (Estimate 09/30/2023)

JSEB Requirement: N/A - Specialty Services

BIDDER:

Name	Unit Price	Evaluated Price
PTI TRANSFORMERS LP	\$1,964,702.00	\$2,602,702.00
HYUNDIA ELECTRIC AMERICA CORPORATION	\$2,128,405.00	\$2,791,905.00
SPX TRANSFORMER SOLUTIONS INC.	\$2,308,035.00	\$2,858,985.00

Background/Recommendations:

Budget Representative

Advertised on 11/01/2021. Three (3) companies attended the optional pre-response meeting on 11/05/2021. At response opening on 12/14/2021, JEA received three (3) Proposals. The evaluation is based 100% on the evaluated price (which takes into account load losses) and PTI Transformers LP was deemed the lowest priced responsible and responsive Proposer. A copy of the Bid Form and Bid Workbook is attached as backup.

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

It should be noted that the Award Amount is higher than the base unit price, due to adders to for dynamic clamping, soft costs (training and technical support) and a 3% fixed price increase. Price is fixed through delivery.

The award amount is the budget estimate, as this project was developed to support a JEA Key Customer that will reimburse JEA for the cost incurred by JEA for the overall project. JEA has not purchased this size transformer in years (15+), however, considering the size and ratings compared to other similarly sized transformers pricing is deemed reasonable given the current market conditions. For reference, the 2021 PPI for Large Specialty transformers was up approximately 30% in 2021.

Date

1410471846 - Request approval to award a contract to PTI Transformers LP in the amount of \$2,094,243.06, subject to the availability of lawfully approved funds.

Chairman, A	Awards Committee	Date					
APPROVAL	LS:						
VP:	Erixton, Ricky D VP Elect	ric Systems					
Director :	Acs, Gabor – Sr. Dir. Engine	Acs, Gabor – Sr. Dir. Engineering & Projects					
Manager:	ianager: Hamilton, Darrell D Mgr Transmission and Substation Projects						

	1410471846 Bid Workbook - Baldsteel Substation Transformer (BIDDER SHALL FILL IN YELLOW CELLS)									
Only 1 Option may be selected	Transformer	Transformer Description		Unit Price (Base Price) Guaranteed No-Load Losses			Load Losses @ 3 MVA		ed Auxiliary sses	Evaluated Unit Price
may be selected				kW	Amount	kW	Amount	kW	Amount	
Option 1	Steelbald Substation	230 KV Delta (Δ) to 34.5 KV Grounded Wye (Y) (through a 1.9 ohms resistor), Three-Phase Note 1	\$ 1,964,702.00	69	\$5,000	291.5	\$1,000	3	\$500	\$2,602,702
Option 2	Steelbald Substation	230 KV Delta (Δ) to Dual Wound 34.5kV x 24kV Grounded Wye (Y) (through a 1.33 ohms resistor), voltage selectable via in-tank terminal board, Three- Phase Note 1		69.6	\$5,000	297	\$1,000	3	\$500	\$2,632,975
	MAT	ERIALS AND SERVICE OPTIONS PRICING (BID	DER SHALL FILL IN Y	'ELLOW	CELLS)					
#	Material / Service Option	Description of Work	Unit Price	c	Qty					
1	Field Serivce Technician	3 days of service during time period Monday - Friday, including travel and per diem.	Note 2	1	Lot					
2	Additional Optional Training	5 days of training, including travel, per diem	\$ 15,000.00	15,000.00 1 Lot						
3	In and Out Costs	Move in and out of Storage	Note 3 1 Lot		1					
4	Storage Costs	If Delivery delayed > 30 days from Ready to Ship. Delivery delays < 30 days shall be absorbed by the Company	Note 3	Per f	Month					
5	Critical Spare Parts	HV Bushing	\$ 17,000.00		1					
6	Critical Spare Parts	LV Bushing	\$ 4,200.00		1					
7	Critical Spare Parts	Gaskets	\$ 6,500.00	1	Set					

Unit Price with 3% fixed rate escalation	\$ 2,044,243.06	Design Approval - 10%	Manufacture Release - 20%	Factory Acceptance 40%	DELIVERY - 20%	Acceptance	15 months	
Net 30 Payment, within 30 days of milestone bein	0.1	0.2	0.4	0.2	0.1	65 weeks		
Bid Item from PTI	Amount	5/30/2022	8/30/2022	4/18/2023	6/18/2023	6/18/2023 7/18/2023		
Base Unit Price of Equipment (includes Dynamic Clamping) Option 1 Pricing - 230 KV Delta (Δ) to 34.5 KV Grounded Wye (Y)	\$ 1,984,702.00	\$ 198,470.20	\$ 396,940.40	\$ 793,880.80	\$ 396,940.40	\$ 198,470.20	\$ 1,984,702.00	
Fixed increase - escalation 3%	\$ 59,541.06	\$ 5,954.11	\$ 11,908.21	\$ 23,816.42	\$ 11,908.21	\$ 5,954.11	\$ 59,541.06	
Soft Costs - Technical Support	\$ 20,000.00				\$ 20,000.00		\$ 20,000.00	
Training	\$ 15,000.00					\$ 15,000.00	\$ 15,000.00	
Storage Costs (Not Expected)	\$ -						\$ -	
Soft Costs - road surveys, PE stamping lift plans	\$ 15,000.00				\$ 15,000.00		\$ 15,000.00	
		100/		3.1: Payment S	chedule		\$ 2,094,243.06	
		10% net 30 days aft		ng roloaco			FY 2022 \$ 613,272.92	
		20% net 30 days at time of Manufacturing release. 40% net 30 days at time of successful completion of testing at our works.						
		20% net 30 days up		FY 2023 \$ 1,480,970.14				
			•	eptance, but not to ex	ceed 30 days after o	delivery.	, , , , , , , , , , , , , , , , , , , ,	



JEA

RFP: 1410471846 - STEELBALD TRANSFORMER

Our Ref: Q100478A&B
Submitted: January 19, 2022









To: JEA

Subject: RFP: 1410471846 | RFP STEELBALD TRANSFORMER OPTION 1 AND 2

With reference to the aforementioned inquiry, PTI Transformers is pleased to present our detailed commercial and technical offering for the below equipment:

PTI Ref	Qty	Description
Q100478A	1	Option 1 3 Ph, 100/133 MVA, Power Transformer 230 kV Delta – 34.5 kV Grounded Wye through Grounding Reactor.
Q100478B	1	Option 2 3 Ph, 100/133 MVA, Power Transformer 230 kV Delta – 34.5 x 24 kV Grounded Wye through Grounding Reactor.

This proposal is based upon the requirements outlined as per the supplied RFQ documents.

We trust you find our offering in line with your requirements, but should you have any questions please do not hesitate to contact your local PTI Transformer representative (details below).

Mick Cleveland Engineer Power Solution LLC 336-337-3900

engpwrsol@msn.com

Thank you for considering PTI Transformers, and we look forward to supply the above equipment.

Yours truly,

Shah Mohamed-Ali Quotation Specialist

PTI Transformers

This document contains privileged and confidential information belonging to the Sender. This information is intended solely for the use of the individual or entity addressed above. If you have received this information in error, please immediately notify the Sender.



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SECTION 1: PRICING & BID INFORMATION

1.1. JEA Appendix B – Proposal Form & Bid Workbook

APPENDIX B PROPOSAL FORM

1410471846 - 230KV to 34.5 KV Transformer for Steelbald Substation

COMPANY INFORMA	TION:
COMPANY NAME:	PTI Transformers LP
BUSINESS ADDRESS:_	101 Rockman Street
CITY, STATE, ZIP COD	E: Winnipeg, Manitoba, Canada R3T 0L7
TELEPHONE: (204) 452	2-7446
FAX: (204) 453-8644	
EMAIL OF CONTACT:_	dboyd@ptitransformers.com

Quoted prices in USD Funds

For

Unit Price per Option.

Description	Unit Price
Option 1 – Unit Price from the Bid Workbook	\$ 1,964,702.00
Option 2 – Unit Price from the Bid Workbook	\$ 2,061,096.00

Upload 1 electronic signed copy of this Proposal your Proposal Submission

Company's Certification

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

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

We have received addenda through 5 hab Mohamed Au	January 7, 2022	
Signature of Authorize Officer of Company or Agent	January 7, 2022 Date	
Appear or transport and appear an	No. 25 and around to	
Dan Boyd, Product Sales Manager	(204) 474-5704	
Printed Name & Title	Phone Number	

	141	0471846 Bid Workbook - Baldsteel Subs	tation Tr	ansform	er (BID	DER SH	ALL FILL I	N YELLOW	/ CELLS)		,
Only 1 Option may be selected	Transformer	Transformer Description						Load Losses @ 3 MVA	Los	ed Auxiliary sses	Evaluated Unit Price
may be selected					kW	Amount	kW	Amount	kW	Amount	
Option 1	Steelbald Substation	230 KV Delta (Δ) to 34.5 KV Grounded Wye (Y) (through a 1.9 ohms resistor), Three-Phase Note 1	\$ 1	,964,702.00	69	\$5,000	291.5	\$1,000	3	\$500	\$2,602,702
Option 2	Steelbald Substation	230 KV Delta (Δ) to Dual Wound 34.5kV x 24kV Grounded Wye (Y) (through a 1.33 ohms resistor), voltage selectable via in-tank terminal board, Three- Phase Note 1	\$ 2	,061,096.00	70.3	\$5,000	297	\$1,000	3	\$500	\$2,711,096
	MAT	ERIALS AND SERVICE OPTIONS PRICING (BID	DER SHALL	FILL IN Y	ELLOW (CELLS)					
#	Material / Service Option	Description of Work	Unit F	Price	q	lty					
1	Field Serivce Technician	3 days of service during time period Monday - Friday, including travel and per diem.		Note 2	1	Lot					
2	Additional Optional Training	5 days of training, including travel, per diem	\$	15,000.00	1	Lot					
3	In and Out Costs	Move in and out of Storage		Note 3	1	Lot					
4	Storage Costs	If Delivery delayed > 30 days from Ready to Ship. Delivery delays < 30 days shall be absorbed by the Company		Note 3	Per N	Month					
5	Critical Spare Parts	HV Bushing	\$	17,000.00		1					
6	Critical Spare Parts	LV Bushing	\$	4,200.00		1					
7	Critical Spare Parts	Gaskets	\$	6,500.00	1	Set					

Note 1: Assembly, Vacuum Oil Fill, Testing & Commissioning of Transformer at site is not inluded in the price and shall be extra if required.

Note 2: Please refer to the Field Service rates as shown in Section 1.4 of the Bid Proposal.

Note 3: Please refer to Storage and associated costs as shown in Section 1.5 of the Bid Proposal.

Per our e-mail dated Jan 12 &14, 2022 to JEA, we would like to offer two price options:

- 1. Fixed Price: 3.0 % price increase to the quoted price.
- 2. Price subject to Escalation: Shall be per price adjustment formula as shown in Section 1.6 with 5.0% cap.

MATERIAL	CODE	PERCENTAGE	NOTES / RATIONALE
Electrical Steel		Note 2	There is no US BLS Index for electrical grade steel. JEA may accept the supplier documentation on steel purchase prices, or use an altnernate index such as transformer specialty manufacturer's index.
Carbon Steel	WPU101703	Note 2	This commodity category PPI Commodity data for Metals and metal products-Hot rolled steel sheet and strip, including tin mill products, not seasonally adjusted
Copper	Comex	Note 2	The quarterly price adjustment for Copper shall be in accordance with PLATTS Metals Daily PDF weekly average for "COMEX HG 1st Position". The weekly average figures that will be used will be the last full week prior to the respective "Drawing Approval Date", as reported by PLATTS.
Oil	DCOILWTICO	Note 2	The quarterly price adjustment for Oil shall be in accordance with the U.S. Energy Information Administration: Crude Oil Prices: West Texas Intermediate (WTI) - Cushing, Oklahoma (DCOILWTICO). The U.S. Energy Information Administration publishes this value daily. The pricing for the Oil will be determined by using the last daily reported figure that is the published and available on the Anniversary Date. This reported figure will then be compared to the initial Oil Base to measure the applicable percentage change.
All Other	N/A	Note 2	Fixed Cost

Note 2: We have included PTI Escalation Adjustment method, please refer to Section 1.6 of the Bid Proposal.



1.2. Bid Summary

Bid Validity : 60 days from date of original submittal excluding pricing

: 30 days from date of original submittal for pricing.

Currency : US Funds

Taxes : Not included and shall be extra if required.

Delivery : 52 to 56 weeks after receipt of order and is subject to plant loading and confirmation at time of order.

INCO Terms : DDP Site (offload to Pad).

Warranty : 60/66 months, with in/out coverage for the 1st year and in-out charges capped at 25% of the unit

price.

PTI confirm that the transformer and all loose items are to be shipped FOB Destination.

Shipping Conditions:

- Shipping <u>under dry air</u> by rail to nearest rail siding in Baldwin, FL
- Getting rail clearance on regular train only.
- Having clear access to the substation with road trailer used to move from nearest rail siding to site.
- Getting road trailer within 30 feet from the pad for offloading;
- Not transloading the transformer to a shorter trailer due to lack of access to or within the substation and to the pad.
- Having clear access to the pad for offloading, not jacking up the transformer more than 2 feet to skid it off the trailer to the pad.
- Not rotating the transformer on site or pad.
- Having good ground conditions within the substation to withstand the trailer with transformer and skidding system.
- <u>Does not include</u> route survey, route engineering study, repair of roads, and utilities and police escorts. This, if required, are at costs plus 15% Adm fee.
- <u>Does not included</u> engineering stamped offloading drawings/lift plan. These, if required, will be at costs plus 15%.



1.3. Recommended Spare Parts

Item	Description	Qty	Price (USD)
Winding Temperature Indicator	Messko	1	\$4,200.00
Oil Temperature Indicator	Messko	1	\$3,400.00
Sudden Pressure Relay	Qualitrol 900 series	1	\$2,400.00
Oil level Gauge	Messko	1	\$3,000.00
	TOTAL		\$13,000.00



1.4. Standard Field Service Rates

The following rates are applicable for personnel working within North America. Prices are subject to change.

Per Diem: \$2,050.00 per workday. This rate includes all time worked or traveled during a normal eight (8)

hour work day or fraction thereof. A work day is considered any consecutive eight-hour period Monday to Friday (holidays excluded) with an allowance for lunch. Per Diem rate includes local traveling and living expenses only. It does not include the cost of airfare or transportation to/from the job site and personnel headquarters. All hours worked or traveled in excess of eight hours per weekday and all hours on Saturdays, Sundays, and holidays will be billed at

the applicable hourly/overtime rates.

Hourly: \$190.00 per hour or any fraction thereof. The hourly rate is applicable to all regular workday

time, including travel time 00 and time at the job site whether worked or not. A weekday is considered any consecutive eight-hour period Monday to Friday (holidays excluded) with an

allowance for lunch.

Overtime: \$285. per hour or any part thereof. This rate is applicable to all hours worked in excess of eight

(8) hours on weekdays (holidays excluded), and all time worked or traveled on Saturdays.

Sunday & Holiday: \$385.00 per hour or any part thereof. This rate is applicable to all hours worked or traveled on

Sundays or holidays.

Standby: When personnel are prevented or unable to perform the services requested on the jobsite

because of circumstances beyond their control, the purchaser will be billed at the applicable

rate.

Time Off: The minimum time off for personnel during one 24-hour period shall be eight (8) hours.

Travel: Traveling time and expenses for each service person includes leaving and returning to

headquarters. The maximum billing for traveling time at the applicable rate shall be eight (8)

hours per individual for any one calendar day.

TRAVEL & LIVING EXPENSES

Hourly rates do not include any travel or living expenses.

Transportation costs to/from the jobsite and personnel headquarters shall be billed at cost.

Auto travel to/from the jobsite and headquarters, will be billed at a rate of \$0.75 per kilometer.

Copies of invoices shall be supplied.



1.5. PTI Storage Requirements and Costs

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PTI Transformers LP

Registered Office & Plant: 101 Rockman Street, Winnipeg, Manitoba R3T 0L7, Canada T: +1 204 452 7446 F: +1 204 453 8644 W: www.partnertechnologies.net



STORAGE REQUIREMENTS AND COST

I. Storage Requirement

- a. Supplier to provide storage requirements associated with short-term and long-term storage plans. This should include any special inspections or maintenance requirements to be performed by Owner or Supplier.
- b. 100% of the total unit ex-works price to be paid within 30 days of placement into storage. Remainder of contract price to be invoiced as services are rendered.

II. Storage Costs at Production Facility

Supplier to define the costs associated with potential storage at Suppliers production facility, at the port or other interim storage facility, and at the Project site.

	Storage Cost	Insurance Cost	Maintenance Cost	Total
Storage at Production Facility	\$500.00 / Mo	\$250.00 / Mo	\$1,000.00/Mo	\$1,750.00/Mo

III. Offsite Storage

Supplier shall receive written consent from Purchaser prior to any offsite Storage

IV. Storage Costs at Onsite/Offsite Storage Facility (Beyond 3 months)

Purchaser is responsible for actual invoiced costs, plus 10% administrative fee. The costs include charges associated with storage, insurance, maintenance, loading, unloading, transport of unit (from factory to storage location) while being stored at an onsite/offsite storage facility, plus 10% administrative fee.

V. Additional Costs Associated with Long-Term Onsite/Offsite Storage (Beyond 6 Months)

If the unit needs to be stored longer than 6 months, then it needs to be filled with oil, which required assembly, oil processing, and filling at the long-term storage facility. Before the unit can be transported to the site, the oil needs to be drained and the unit needs to be disassembled for the transport. Purchaser is responsible for actual invoiced costs, plus 10% administrative fee, for long-term storage and transport preparations. They are in addition to the onsite/offsite storage costs described above.



1.6. Price Adjustment Formula

Price adjustment methodology per attached.

Price adjustment formula:

	Indices	Weight		Index at Base (12 month prior to ship)	Index 8 Months prior to ship	Calculated adjustment percentage	Adjust Price (8 Months Prior to Shipment)
Core Steel	Per JEA add #1	20%	\$ 392,940.40				
Copper Wire	Per JEA add #2	12%	\$ 235,764.24				
Fabricated Steel	Per JEA add #3	5%	\$ 98,235.10				
Mineral Oil	Per JEA add #4	5%	\$ 98,235.10				
Insulation	1% / month (12%)	2%	\$ 39,294.04	1	=1+((.12/12)*4)	4.000%	\$ 40,865.80
Accessories	0.75% / month (9%)	8%	\$ 157,176.16	1	=1+((.09/12)*4)	2.667%	\$ 161,367.52
Labour & OH	0.17% / month (2%)	38%	\$ 746,586.76	1	=1+((.02/12)*4)	0.667%	\$ 751,564.01
Fixed	-	10%	\$ 196,470.20				
Total			\$ 1,964,702				

Per our e-mail dated Jan 14, 2022 to JEA, PTI agree to cap price adjustment at 5%



SECTION 2: COMMERCIAL COMMENTS AND EXCEPTIONS

JEA Contract Terms and Conditions

Article 2.3.1: Payment Method - Task Authorization

We would like to offer milestone payment terms as shown below:

10% net 30 days after Design approval.

20% net 30 days at time of Manufacturing release.

40% net 30 days at time of successful completion of testing at our works.

20% net 30 days upon delivery to site.

Balance 10% payment after the final acceptance, but not to exceed 30 days after delivery.

Article 2.3.6: Taxes

Supplier is not registered to collect taxes within the USA, and Purchaser will need to self asses. Prices quoted do not include federal, state and local taxes.

Article 2.5.5: Limitation of Liability

The Purchaser agrees that the Seller not be liable for loss of expectation of profit, or any indirect special or consequential damages as a result of any failure to execute any of its obligations relating to the sale of the Equipment. The Seller's liability, on any other claim for loss arising out of the sale or repair of the Equipment or any failure of the Equipment or any element thereof shall not exceed the net unit price, exclusive of any taxes, duties or transportation cost of the Equipment or that part of the Equipment involved in such claim for loss, whichever is the lesser.

Article 2.4.1: Warranty

The Warranty Period for the Original Purchaser shall be sixty-six (66) months after the date of Delivery to its original destination or sixty (60) months from the date of the first use of Equipment by the Original Purchaser or End User, whichever is shorter. The Seller warrants that during the Warranty Period, the Equipment shall be free from defects in material and workmanship and shall reasonably meet the specifications of the Purchaser. If, within the Warranty Period, the Equipment does not meet the warranty specified above, and provided that the Purchaser promptly notifies the Seller of any such defects in writing, the Seller agrees to correct any defect, at its option, either by repairing or replacing any defective parts, or by making available, at the Facility, repaired or replacement parts subject to the limit of 100% of the original equipment. The transportation costs to and from the Facility or repair shop, shall be borne by the Seller exclusively over the first year of the warranty period, subject to the limit of twenty five percent (25%) of the original purchase price of the equipment. Seller shall be responsible for the Direct Cost of removing the apparatus from service, transportation to and from the place of repair and reinstallation of the apparatus at site (In/Out). Direct Cost excludes expenses for removing fire walls, installing temporary equipment and incremental costs of supply



service. At the end of the first year of the warranty, the cost of removal and reinstallation of the defective Equipment is the responsibility of the purchaser. The Purchaser acknowledges and agrees, that any repair or replacement of the Equipment shall not renew or extend the Warranty Period. The Purchaser further agrees that the Seller shall have no liability to the Purchaser beyond the expiration of the warranty period, and that the within warranty shall be void if the Equipment had been improperly installed or maintained, operated under abnormal conditions, or contrary to the specifications or instructions of the Seller. The purchaser expressly agrees that, aside from the foregoing, the Seller has not given, and is not bound by, any warranty regarding the equipment, or liability whatsoever including any and all incidental or consequential damages, expenses or loss of use or profits.



SECTION 3: TECHNICAL COMMENTS AND CLARIFICATIONS

Design:

Considering furnace transformer load, we have used epoxy bonded CTC conductors for reduced hotspot and higher short circuit strength. Our clamping system consists of robust hollow structural steel clamps with tie rods. We have also offered dynamic clamping of coils as an option considering varying load on the unit. We have considered laser scribed core steel for this application. Price adder for dynamic clamping of coils option is \$20,000 USD per-unit.

Tank:

Please refer to write up on our tank construction in Section 5 of the Bid Proposal.

Paint:

Please refer to write up on our paint system in Section 6 of the Bid Proposal.

Oil quality for site oil:

In case tanker oil does not meet the listed criteria, it will be processed after filling in transformer and oil results checked to meet the requirements

Tests:

Induced test with PD measurements will be performed as per IEEE/CSA standards as applicable. The test levels will be as per the standards and the preferred measurement is only pico-coulombs as they are more reliable to assess healthiness of internal insulation.

Sound level:

Unless otherwise specified, the guaranteed sound level is Sound pressure at No load without fans and at no load with fans. Tests will be performed for these conditions. Sound power will be calculated when specified. Sound level under load will be performed only when specified. Octave band measurements will be performed only when specified. Additional price if any will be in the guote.

DGA limits:

DGA limits will be as per C 57.130

External clearances:

Unless otherwise specified, external air clearances for bushings will be based on IEEE/CSA standards. For Surge arresters, the air clearance will be based on supplier recommendations.



Gasket Material:

Unless otherwise specified, the gasket material supplied will be Nitrile with a temperature range -54° to + 104° C (-65° to +220 ° F). O-Ring gaskets in machined grooves are used on circular openings, with flat gasket material inside metal gasket stops on rectangular openings.

For special requirements/or at additional cost we can supply Flourosilicone gaskets with a temperature range of -57° to +232° C (-70° to +450° F). Price adder for this option is \$15,000 USD per-unit.

Gas Collection Configuration:

Unless otherwise specified, bushing turrets are fitted with internal gas deflectors to avoid the need for gas piping between the turrets and the GRD pipework. This also improves safety when working on the cover many pipe connections on cover are avoided.

Core/Clamp Ground:

Unless otherwise specified, the core assembly and the clamp assembly ground connection cables are each brought out through a 1.2kV/30kV BIL bushing and grounded externally with a removable cable to facilitate testing.

Harmonics:

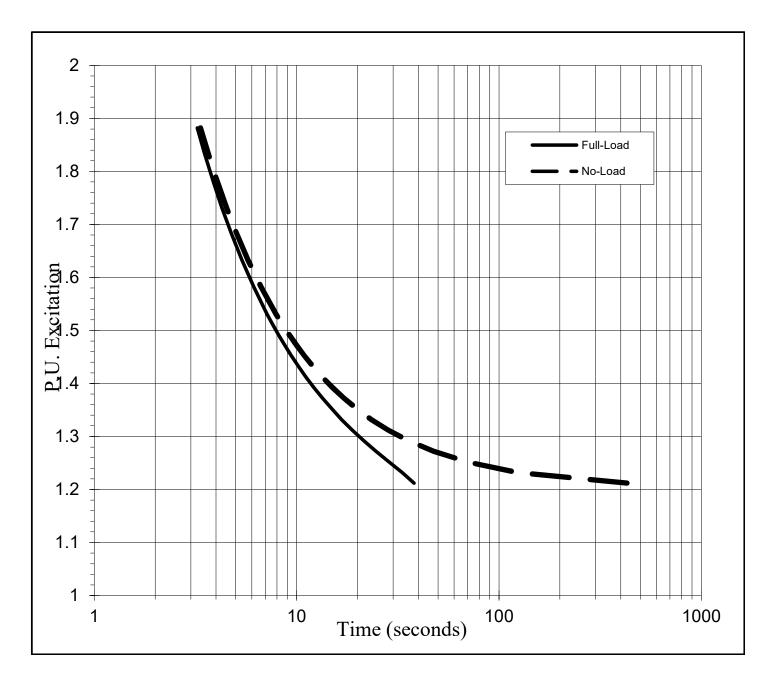
Design considers the 3rd harmonic data provided. If there are other harmonics, design can be verified once data is provided.



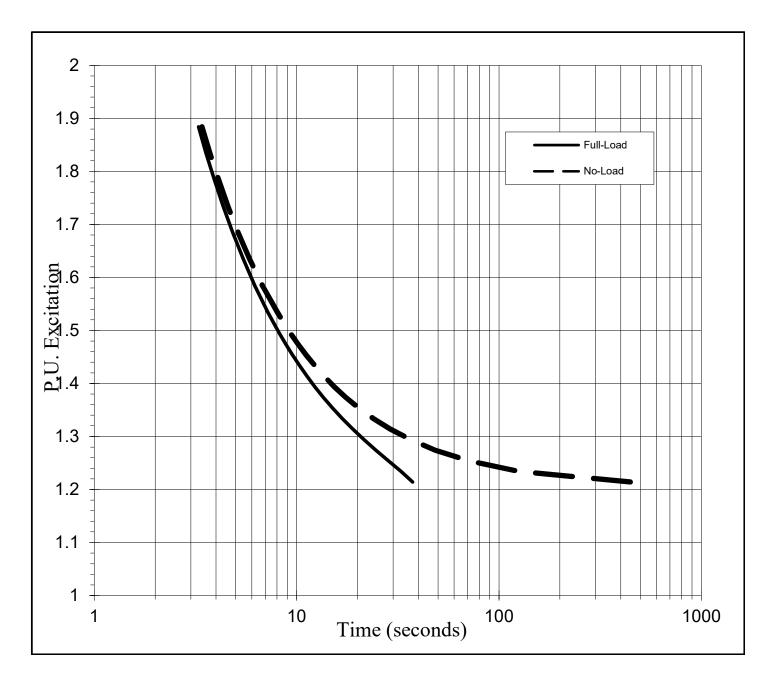
SECTION 4: TECHNICAL DATA SHEETS & OUTLINE DRAWINGS

	ANSF	ORMERS	LP	Power 7	Fransfo	rmer S _l	pecific	cation		
		A, 230 kV Delta pald Transformer	- 34.5 kV Wye	with HV DE	TC.				Deter	10/00/0001
-	Q100478A	ald Transformer			Spec No.	Steelbald Tra	aneformer		Date: Item No.	12/02/2021 Option 1
Toposai No.	Q100+70A				opec No.	Oteelbaid 11	ansionnei		item ivo.	Option
RATING										
	POWER		Class		H Winding		X Winding		Y Winding	g
Phase:	3				230000	kV	34500	kV		
Hertz:	60		ONAN		100.00	MVA	100.00	MVA		
Temp. Rise:			ONAF		133.33	MVA	133.33	MVA		
Insul Liquid:										
Service:	Outdoor									
ADDITIONAL	TAR VOLTA	250								
ADDITIONAL 1 H Winding	IAP VOLTA	JES	+/-5	%	+/- 2	Steps				
X Winding						· 				
CONNECTION	S FOR OPE									
Transformers ir	n Bank	To Transformer Fro		Phase	Connected	To Transforn	ner To	Phase	Connected	t
			HV		DELTA					
			LV		WYE					
PERFORMANO	CE BASED			DIELECTRIC 1	TESTS				INSULAT	ION LEVELS
ON A LOADING				Test	Winding		oltage			
Vinding	Voltage	MVA		Applied	H Winding		r ANSI		Item	BIL
H Winding	230000			Voltage	X Winding		r ANSI		H Line	900
X Winding	34500	100			Y Winding	pe	r ANSI			
Y Winding	N/A	N/A		location and	Line Line		ANIOI		X Line	200
				Induced Voltage	Line-Line Line-Ground		r ANSI r ANSI			
	Losses and	PERFORMANCE	DATA, Based on		°C Reference	Temperatu		REGULATION	ON	(approximate)
		Exciting Current a	DATA, Based on It No Load KW	133.00 Load KW	MVA			REGULATION Power F		(approximate) % Regulation
Excitation	Losses and	Exciting Current a	t	133.00						(approximate) % Regulation
		Exciting Current a	t	133.00	MVA				actor	
Excitation	%lex	Exciting Current a	No Load KW	133.00 Load KW	MVA Total Loss KV			Power F	actor	% Regulation
Excitation 100%	%lex 0.05	approx.	No Load KW	133.00 Load KW	MVA Total Loss KV			Power F	actor	% Regulation 0.42
Excitation 100%	%lex 0.05	approx.	No Load KW	133.00 Load KW	MVA Total Loss KV			Power F 1.0 0.8	actor	% Regulation 0.42 3.30
Excitation 100% 110%	%lex 0.05 0.10 DSSES (cool	approx. approx. ing losses only)	no Load KW 69.00	133.00 Load KW	MVA Total Loss KV			1.0 0.8 0.8 P.F	actor CHANICAL	% Regulation 0.42 3.30 -2.67
Excitation 100% 110% AUXILIARY LO Transformer M	%lex 0.05 0.10 OSSES (cool	approx. approx. ing losses only) Class	No Load KW 69.00	133.00 Load KW	MVA Total Loss KV			1.0 0.8 0.8 P.F	actor CHANICAL	% Regulation 0.42 3.30 -2.67
Excitation 100% 110% AUXILIARY LO Transformer M' 100	%lex 0.05 0.10 OSSES (cool	approx. approx. ing losses only) Class ONAN	No Load KW 69.00 KW Aux. Loss 0.00	133.00 Load KW	MVA Total Loss KV			1.0 0.8 0.8 P.F	actor CHANICAL	% Regulation 0.42 3.30 -2.67
Excitation 100% 110% AUXILIARY LO Transformer M	%lex 0.05 0.10 OSSES (cool	approx. approx. ing losses only) Class	No Load KW 69.00	133.00 Load KW	MVA Total Loss KV			Power F 1.0.8 0.8 P.F ME Not For C	CHANICAL Construction	% Regulation 0.42 3.30 -2.67 DATA n Purposes
AUXILIARY LC Transformer M 100 133	%lex 0.05 0.10 OSSES (cool	approx. approx. ing losses only) Class ONAN ONAF	KW Aux. Loss 0.00 3.00	133.00 Load KW 291.50	MVA Total Loss KV			Power F 1.0.8 0.8 P.F ME Not For C	CHANICAL Construction	% Regulation 0.42 3.30 -2.67 DATA n Purposes
AUXILIARY LC Transformer M 100 133	%lex 0.05 0.10 DSSES (cool VA	approx. approx. ing losses only) Class ONAN ONAF	No Load KW 69.00 KW Aux. Loss 0.00	133.00 Load KW 291.50	MVA Total Loss KV			Power F 1.0.8 0.8 P.F ME Not For C	CHANICAL Construction	% Regulation 0.42 3.30 -2.67 DATA n Purposes
AUXILIARY LC Transformer M 100 133 PERCENT IMP % IZ	%lex 0.05 0.10 DSSES (cool VA	approx. approx. ing losses only) Class ONAN ONAF	KW Aux. Loss 0.00 3.00	133.00 Load KW 291.50	Total Loss KV			Power F 1.0.8 0.8 P.F ME Not For C	CHANICAL Construction	% Regulation 0.42 3.30 -2.67 DATA n Purposes
AUXILIARY LO Transformer M 100 133	%lex 0.05 0.10 DSSES (cool VA	approx. approx. ing losses only) Class ONAN ONAF	KW Aux. Loss 0.00 3.00	Load KW 291.50 ND LEVEL dBA per ANSI	Total Loss KV 360.50 standard			Power F 1.0.8 0.8 P.F ME Not For C	CHANICAL Construction	% Regulation 0.42 3.30 -2.67 DATA n Purposes
AUXILIARY LC Transformer M 100 133 PERCENT IMP % IZ	%lex 0.05 0.10 DSSES (cool VA PEDANCE VI Connection H-X H-Y	approx. approx. ing losses only) Class ONAN ONAF	KW Aux. Loss 0.00 3.00	133.00 Load KW 291.50	Total Loss KV 360.50 standard			Power F 1.0 0.8 P.F ME Not For C	CHANICAL Construction	% Regulation 0.42 3.30 -2.67 DATA n Purposes
Excitation 100% 110% AUXILIARY LC Fransformer M 100 133 PERCENT IMP % IZ	%lex 0.05 0.10 DSSES (cool VA	approx. approx. ing losses only) Class ONAN ONAF	KW Aux. Loss 0.00 3.00	Load KW 291.50 ND LEVEL dBA per ANSI	Total Loss KV 360.50 standard		Net Weigh	Power F 1.0.8 0.8 P.F MEC Not For C	CHANICAL Construction	% Regulation 0.42 3.30 -2.67 DATA n Purposes efer
Excitation 100% 110% AUXILIARY LC Transformer MY 100 133 PERCENT IMP % IZ 5.00	%lex 0.05 0.10 DSSES (cool VA PEDANCE VI Connection H-X H-Y Y-X	approx. approx. ing losses only) Class ONAN ONAF OLTS at MVA 100	KW Aux. Loss 0.00 3.00	Load KW 291.50 ND LEVEL dBA per ANSI	Total Loss KV 360.50 standard		Net Weigh	Power F 1.0.8 0.8 P.F ME Not For C For dimensite to attached at	CHANICAL Construction	% Regulation 0.42 3.30 -2.67 DATA n Purposes efer Ibs 185,853
Excitation 100% 110% AUXILIARY LC Transformer MY 100 133 PERCENT IMF % IZ 5.00	%lex 0.05 0.10 DSSES (cool VA PEDANCE VI Connection H-X H-Y Y-X	approx. approx. ing losses only) Class ONAN ONAF	KW Aux. Loss 0.00 3.00 AVERAGE SOU	Load KW 291.50 ND LEVEL dBA per ANSI	Total Loss KV 360.50 standard		Net Weigh Co Tank	Power F 1.0.8 0.8 P.F MEC Not For C For dimensite to attached a	CHANICAL Construction ons please r drawing	% Regulation 0.42 3.30 -2.67 DATA n Purposes lbs 185,853 74,637
Excitation 100% 110% AUXILIARY LC Transformer MY 100 133 PERCENT IMF % IZ 5.00 EFFICIENCIES	%lex 0.05 0.10 DSSES (cool VA PEDANCE VI Connection H-X H-Y Y-X	approx. approx. approx. ing losses only) Class ONAN ONAF DLTS at MVA 100 (approximate) Full Load	KW Aux. Loss 0.00 3.00	ND LEVEL dBA per ANSI test meti	MVA Total Loss KV 360.50 standard hods		Net Weigh Co Tank Liquid:	Power F 1.0.8 0.8 P.F MEC Not For C For dimensite to attached a	CHANICAL Construction ons please r drawing	% Regulation 0.42 3.30 -2.67 DATA n Purposes efer Ibs 185,853
Excitation 100% 110% AUXILIARY LC Transformer MY 100 133 PERCENT IMF % IZ 5.00 EFFICIENCIES WVA Rating	%lex 0.05 0.10 DSSES (cool VA Connection H-X H-Y Y-X	approx. approx. approx. ing losses only) Class ONAN ONAF DLTS at MVA 100 (approximate) Full Load 99.64 %	KW Aux. Loss 0.00 3.00 AVERAGE SOU 81/83	ND LEVEL dBA per ANSI test method test method and the second sec	standard hods 1/4 Load 99.65 %		Net Weigh Co Tank Liquid:	Power F 1.0.8 0.8 P.F MEC Not For C For dimensito attached to attached to attached and Coils and Fittings 1504	CHANICAL Construction ons please r drawing	% Regulation 0.42 3.30 -2.67 DATA n Purposes lbs 185,853 74,637 107,816

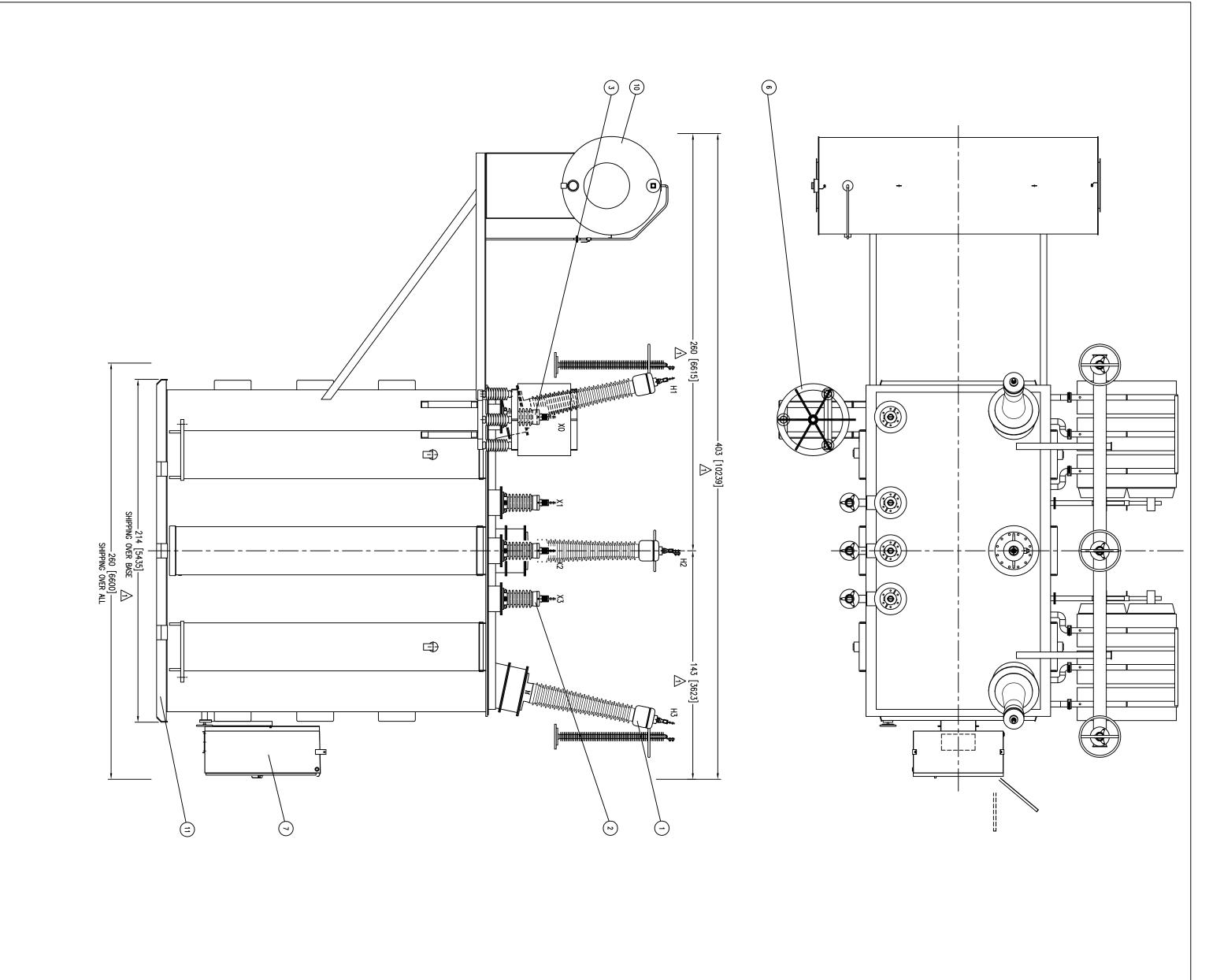
Option 2: 10			- 34.5 X 24 KV	wye with n	V DETC.				In .	04/00/00
or: Proposal No.		oald Transformer			Spec No.	Steelbald 7	raneformor		Date:	01/06/2022 Option 2
Toposai No.	Q100470Bh				орес но.	Oleeibaid i	Tarisionne		item No.	Option 2
ATING							_			
	POWER		Class	i	H Winding	147	X Winding	l kV	Y Winding	g
Phase: Hertz:			ONAN		230000 100.00		100.00	MVA		
Temp. Rise:			ONAF		133.33		133.33	MVA		
Insul Liquid:	Oil									
Service:	Outdoor									
DDITIONAL T	TAP VOLTA	GES								
H Winding	174 102174	<u> </u>	+/-5	%	+/- 2	Steps				
Winding										
CONNECTION ransformers in		RATION To Transformer Fro	m	Phase	Connected	To Transfo	rmor To	Phase	Connected	4
ransionners II	II Dailk	TO TRANSPORTER FRO	m HV	Filase	DELTA	TO Transio	mer 10	rnase	Connected	
			LV		WYE					
PERFORMAN	CE BASED			DIELECTRIC	TESTS	'			INSULAT	ION LEVELS
N A LOADIN		_		Test	Winding		oltage			
Vinding	Voltage	MVA		Applied	H Winding		er ANSI		Item	BIL
Winding Winding	230000 10500			Voltage	X Winding Y Winding		er ANSI er ANSI		H Line	900
/ Winding	N/A	N/A			. Williamig	٢	01711101		X Line	200
Ü				Induced	Line-Line	p	er ANSI			
				Voltage	Line-Ground	p	er ANSI			
					ll					
-		DEDEGRAMOS						0.04511/		•
	Losses and	PERFORMANCE	DATA, Based on		o ℃ Reference	e Temperat	ure	@ 34.5 kV ((approximate)
Excitation	Losses and	PERFORMANCE I Exciting Current a	DATA, Based on at No Load KW	85 133.00 Load KW	o C Reference MVA Total Loss KV		ure	@ 34.5 kV (REGULATI Power F	ON	(approximate) % Regulation
	%lex	Exciting Current a	No Load KW	133.00 Load KW	Total Loss KV		ure	Power F	ON Factor	% Regulation
100%	%lex 0.05	approx.	it	133.00	MVA		ure	Power F	ON Factor	% Regulation 0.42
	%lex	Exciting Current a	No Load KW	133.00 Load KW	Total Loss KV		ure	Power F	ON Factor 0	% Regulation
100%	%lex 0.05	approx.	No Load KW	133.00 Load KW	Total Loss KV		ure	Power F	ON Factor 0	% Regulation 0.42 3.31
100% 110%	%lex 0.05 0.10	approx. approx.	No Load KW 70.30	133.00 Load KW	Total Loss KV		ure	Power F 1. 0.8 P.F	ON Factor 0 8 F Lead	% Regulation 0.42 3.31 -2.67
100% 110% NUXILIARY LO	0.05 0.10 0SSES (cool	approx. approx. ling losses only)	No Load KW 70.30 KW Aux. Loss	133.00 Load KW	Total Loss KV		ure	Power F 1. 0.8 P.F	ON Factor 0 8 F Lead	% Regulation 0.42 3.31 -2.67
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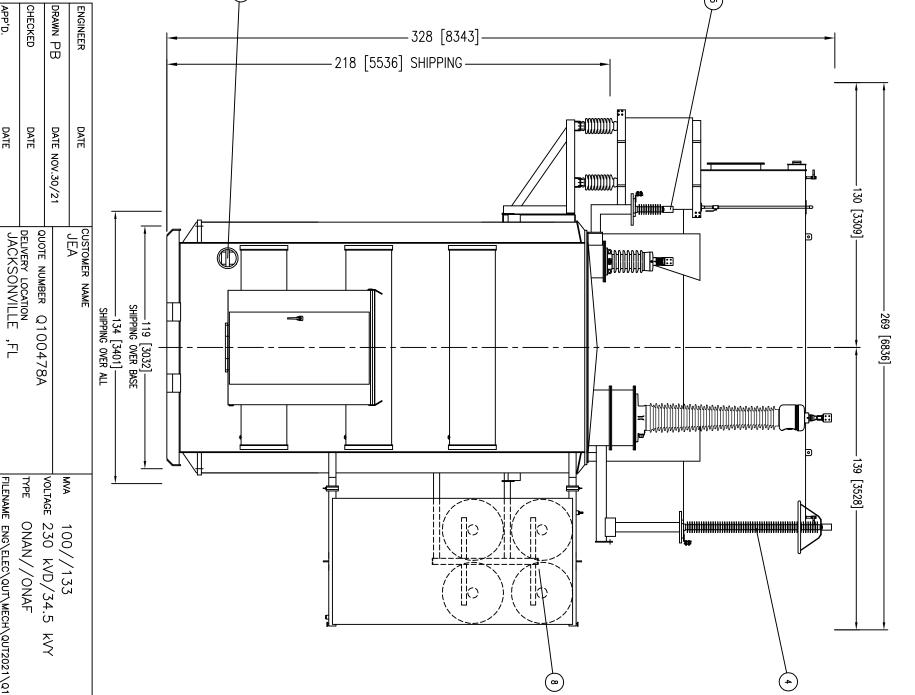
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TRANSFORMERS

QUOTE OUTLINE STEELBALD SUBSTATION

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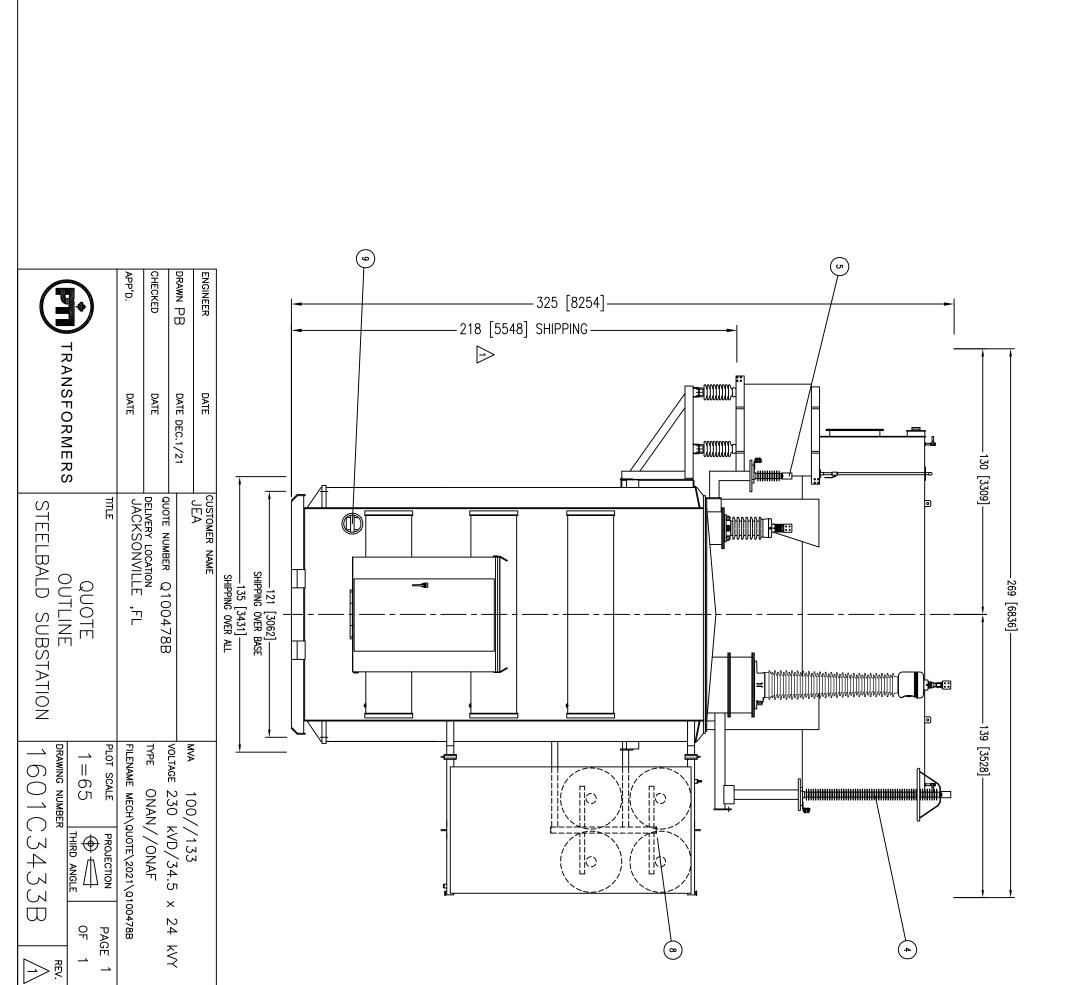
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1 HV BUSHINGS c/w 4 HOLE NEMA C 2 LV BUSHINGS c/w 4 HOLE NEMA C 3 XO BUSHING c/w 4 HOLE NEMA CC 4 HV L/A'S AND SUPPORT 5 LV L/A'S AND SUPPORT 6 NEUTRAL GROUNDING REACTOR 7 CONTROL BOX 8 FANS & RADIATORS 9 OFF LOAD TAP SWITCH 10 CONSERVATOR — AIR CELL TYPE 11 SKID BASE

HV BUSHINGS c/w 4 HOLE NEMA CONNECTOR LV BUSHINGS c/w 4 HOLE NEMA CONNECTOR XO BUSHING c/w 4 HOLE NEMA CONNECTOR

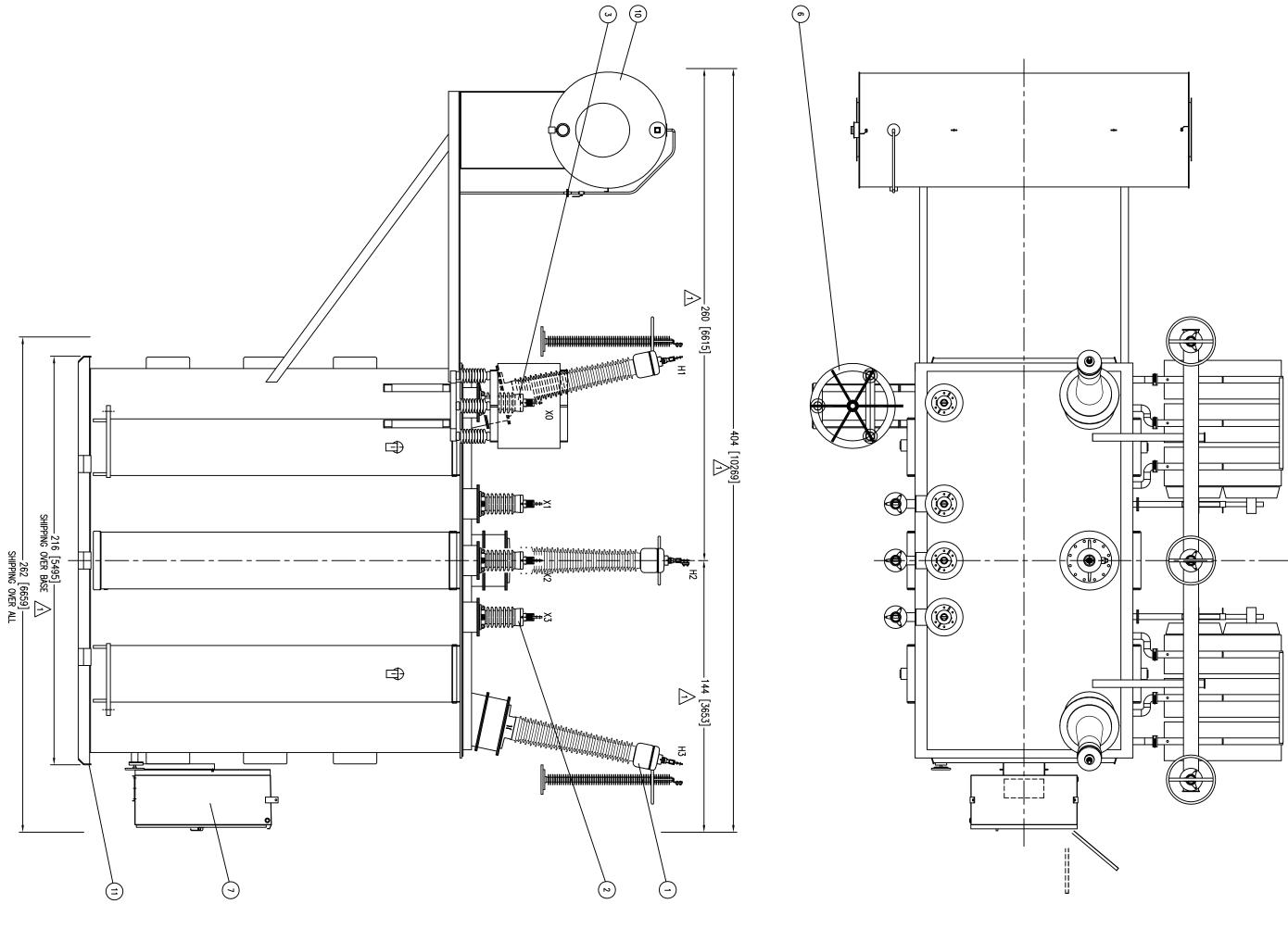
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10 CONSERVATOR — AIR CELL TYPE 11 SKID BASE

1 HV BUSHINGS c/w 4 HOLE NEMA CONNECTOR
2 LV BUSHINGS c/w 4 HOLE NEMA CONNECTOR
3 XO BUSHING c/w 4 HOLE NEMA CONNECTOR
4 HV L/A'S AND SUPPORT
5 LV L/A'S AND SUPPORT
6 NEUTRAL GROUNDING REACTOR
7 CONTROL BOX
8 FANS & RADIATORS
9 OFF LOAD TAP SWITCH



 \geqslant CORRECTED SOME DIMENSIONS AND INCREASED SHIPPING HEIGHT

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DATE JAN 6/2022



SECTION 5: COMPANY PROFILE



COMPANY PROFILE ◊ PTI TRANSFORMERS LP



PTI is a **Canadian family-owned business that is financially sound**. PTI began, in 1989, as a small maintenance and repair shop and currently employs more than 330 people.

PTI has two (2) transformer facilities one (1) of which is located in Regina, Saskatchewan and one (1) in Winnipeg, Manitoba.

The Winnipeg, Manitoba, facility, called PTI Transformers LP,

PRODUCT RANGE:

- Substation transformers
- ♦ GSU transformers
- Auto-transformers
- Phase shifting transformers
- Mobile substation transformer
- Primary voltage up to 525 kV
- Primary voltage up to 230 kV for mobile substations
- Up to 750 MVA top rating
- ♦ LTC & DETC

was purchased under a fixed asset deal in November 2015 from CG Power Systems Canada Inc. which included design technologies up to 525 kV and HVDC technology. The facility manufactures medium and large power transformers up to 750 MVA top rating, with primary voltage up to 525 kV and mobile substation up to 100 MVA ODAF, and primary voltage up to 230 kV.

PTI Transformers operated previously under brand-names CG Power Systems Canada, Pauwels and Federal Pioneer. The facility is known in the industry for having a very reliable **core designs** with an in-field failure rate that is **less than 0.01%**.

The 200,000 sq. ft. facility is state-of-the-art with environmentally controlled critical areas, such as the winding area and insulation area.

PTI Transformers is ISO 9001:2008 and ISO 14001:2004 certified.

The Regina facility manufactures liquid filled distribution, small and medium power transformers up to 40 MVA top rating with primary voltage up to 138 kV.

PTI, Regina, is ISO 9001:2008 certified.

PTI, Regina facility, developed a "Portable Outdoor Distribution Station", called POD's, through 145 kV, which allows our customers to significantly reduce construction and installation costs compared to building a conventional substation.









COMPANY PROFILE ◊ CORE COMPETENCY

The PTI Transformers medium and large power transformers as well as the mobile substations are designed and manufactured to meet or exceed the customer expectations while complying with the applicable industry standards.

All option and special features are incorporated into the original design per customer's specification.

LTC & DETC design is available as well as ONAN, ONAF, ODAF and ODWF cooling.

All standard accessories as per customers' specification are included.

Transformer Tune	Rating*	Volt	ages	Phase	
Transformer Type	Rating	HV	LV	Phase	
Substation transformers	Up to 750 MVA	Up to 525 kV	Up to 69 kV	1 or 3	
Auto transformers	Up to 750 MVA	Up to 525 kV	Up to 345 kV	1 or 3	
Generator Step-Up Transformers	Up to 750 MVA	Up to 525 kV	Up to 34.5 kV	1 or 3	
Mobile substations	Up to 100 MVA	Up to 230 kV	Up to 115 kV	3	

^{*} Rating is top rating











PRODUCT RANGE:

- Substation transformers
- △ GSII transformer
- Auto-transformers
- Phase shifting transformers
- ♦ Mobile substation transformer
- Primary voltage up to 525 kV
- Primary voltage up to 230 kV for mobile substations
- ♦ Up to 750 MVA top rating
- ♦ LTC & DET







COMPANY PROFILE ♦ LONGEVITY OF TRANSFORMERS THROUGH PD CONTROL



Utilities value assets, network reliability and safety. It is for this reason that PTI Transformer's design and manufacturing of utility grade transformers, (substation power transformers, auto-transformers and GSU transformers), are focused on having an unmatched low partial discharge (PD) of less than 25pC, when subjected to the induced voltage test per IEEE standard C57.12.00 and C57.12.90.

These IEEE standards prescribe a PD level of lower than 500pC. An upcoming reduction of allowable PD level to 300pC, is already being reflected in most of the utilities' specifications. This future acceptance level, i.e. 300pC, has long been adopted by PTI Transformers as its internal manufacturing PD limit for all power transformers manufactured.

PD is a major contributing factor in the degradation of any power transformer insulation, which ultimately leads to reduction of life expectation and ultimately to transformers failure, furthermore leading to a reduced grid reliability.

PD is an electrical discharge or spark that bridges a portion of the insulation between two conducting electrodes. It can

occur at any point in the insulation system, where the electric field strength exceeds the breakdown strength of that portion of the insulating material. PD can occur in a gaseous, liquid or solid insulating medium. It often starts within gas voids; such as voids in insulation or bubbles in transformer oil. Protracted partial discharge can erode solid insulation and eventually lead to breakdown of insulation.

Testing PD as a standard practice, by all means, provides clear evidence that the transformer is fit for installing in a way that is not likely to lead to failure and will contribute to longevity.

Once PD activity is present, even if it is intermittent, damage will always increase over time, unless the cause of such source is corrected. The process of deterioration can propagate and develop, until the insulation is unable to withstand the electrical stress, leading to breakdown. PD activity is a clear indication that the transformer's insulation is deteriorating in a progressive manner, which will eventually result in it being unable to withstand the electrical stress, leading to insulation breakdown which may result in a catastrophic failure and finally lead to outages.

PD can usually be prevented through careful design and material selection. In critical high voltage equipment, the integrity of the insulation is confirmed using PD detection equipment during the manufacturing stage as well as periodically through the equipment's useful life. PD prevention and detection are essential to ensure reliable, long-term operation of high voltage equipment used by electric power utilities.

PTI Transformers, with decades of designing and manufacturing high voltage power transformers, has the necessary expertise in designing PD-free transformers, detecting and measuring PD activities.





PTI Transformers measures PD on all power transformers it manufactures; therefore, supplying specific untapped value to our customers and contributing to the network reliability and safety.

Measuring PD on a regular basis is important and is key, however, PD control starts with good design criteria for PD free condition, such as the limits for averaged and point stress (i.e. Weidmann criteria), avoiding sharp electrodes for each specific voltage class and capability to analyze complex geometries using 2D and 3D electric field solvers. Hence these are stringent design criteria that must be present at the manufacturer and more specifically in the manufacturing space itself. This must be considered when purchasing the transformer and should be questioned at time of evaluation.

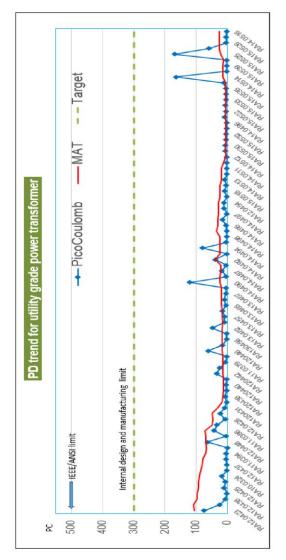
A PD-free design is not only driven by design, but also through stringent quality control of insulating materials, workmanship, cleanliness of work environment and moisture control in the manufacturing processes.

As indicated previously, power transformers are subjected to the induced voltage test per IEEE standard C57.12.00 and C57.12.90. with PD measurement prescribed.

Notwithstanding these standards and self-imposed minimum PD levels, the quality of our design guarantees longevity through even more stringent control of PD level on all power transformers manufactured.

Over the past recent period of one-hundred (100) transformers manufactured at PTI's Winnipeg facility, 90% tested at PD levels of less than 50pC, of which, the majority (94%) tested at 25pC or less.

The graph on the right demonstrates the results discussed in this profile sheet.







ENGINEERING INNOVATION ◊ 300 YEARS OF CUMULATIVE EXPERIENCE

PTI Transformers Engineering team has over 300 years of cumulative experience in design and development of transformers PTI Transformers is always very active in working together with lead customers on the development of new solutions in large power transformer engineering.

The progress in this area was achieved through:

- (i) Pro-active interpretation of customer's specification, looking for most economical solution for the customer. As example the customer was looking for design of a spare GSU for a few locations with different LV voltages and same HV voltage; the original specification called for reconnectable LV winding which at 600MVA power rating would extremely impractical; instead we proposed and developed with MR, Germany a new multi-position de-energized switch for HV side, which allowed to generate all required ranges of HV voltage with different supply voltage at LV terminals (with variable flux design) see reference [5]
- (ii) Common research with a power utility, also through University of Manitoba, Winnipeg, MB and Poznan University of Technology, Poland – see e.g. [2, 3, 6.7] Example - Study of transformers' operational problems with moisture ingress - see [4]
- (iii) **Publication of recent achievements** in conference papers or international journals see [1-14]
- (iv) Participation in international **standardizing**organizations (IEEE, IEC) to promote
 implementation of solutions and new materials, e.g. in
 IEEE Standard C57.54 IEEE Standard for the Design,
 Testing, and Application of Liquid-Immersed
 Distribution, Power, and Regulating Transformers
 Using High-Temperature Insulation Systems and
 Operating at Elevated Temperatures (CG was
 represented by a few persons in the IEEE Working
 Group providing required input related to thermal

- performance and implementation of high temperature materials, such as aramid paper and board)
- (v) Knowledge sharing with customers through seminars, e.g. Weidman seminars, IEEE tutorials, customized presentations to customers
- (vi) In-depth design reviews with customer's consultant(s) before and after award of the contract to search for cost savings opportunities
 As example PTI developed a large phase-shifting transformer with both exiting and series units housed in one tank this reduced the footprint of the unit in the station, simplified transport and allowed for easier operation of the unit see ref. [8-9].
- (vii) Contribution to development of integrated design solution to achieve optimized design with transient, thermal and short circuit strength verification
- (viii) Expertise to design and manufacture design solutions to special requirements of customer like Mobile substations up to 230kV class, HVDC converter transformers, units with dual LV in zig-zag connection, GSU unit with 500kV-230kV reconnection, Universal spare GSU units with different LV voltages, Phase shifting transformers
- (ix) Collaborative design solutions for site operation, e.g. Reverse power flow studies

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PRODUCT RANGE:

- ♦ Substation transformers
- ♦ GSU transformers
- ♦ Auto-transformers
- ♦ Phase shifting transformers
- ♦ Mobile substation transformer
- ♦ Primary voltage up to 525 kV
- ♦ Primary voltage up to 230 kV fo mobile substations
- ♦ Up to 750 MVA top rating
- ♦ LTC & DETC





COMPANY PROFILE & ENGINEERING



At PTI Transformers we realize that the design of power transformers, with primary voltage through 525 kV, requires a very high level of expertise which we have in-house

Our senior engineers are members of the IEEE and are active at various IEEE transformer working groups or committees and are experts on NEMA, IEEE/ANSI, CSA and IEC standards.

Our transformers are designed to the specifications and applications as per our customers' request.

Through special in-house developed software, we optimize every transformer in relation to labor and current material cost and loss evaluation together with eventual noise level restrictions imposed. We evaluate transformer behavior during short-circuit conditions, as well as the analysis of specific areas where high electrical stresses can occur during normal transformer operation. Part of our design verification is hinged on the calculation of distribution of voltage stresses during lightning impulse and switching surge conditions.

Should seismic calculation and withstand be required we can provide static or dynamic design evaluation to ensure the transformer will withstand the specified customer requirement.

The PTI Transformers LP engineering staff, entails a group of twenty-six (26) full-time engineers having a total of 336 years of experience.

Our engineer staff, members of the IEEE and CIGRE organization, are using robust and proven designs philosophies which in turn translates in an ultra-low in-filed failure rate of less than 0.01%. We are using 3D fabrication drawings to further reduce the first pass yield to industry standards

Department	# of people	Avg. seniority	Total seniority
Mechanical engineering	14	13.33	186.62
Electrical engineering	10	6.29	62.90
Engineering management	2	43.50	87.00
Total years	26		336.52

Our senior engineers are well respected in the North American transformer market, below their biography:

Dr. Waldemar Ziomek - Engineering R & D Manager

Waldemar started in 1997 with Pauwels Canada Inc. as a design engineer and became in 1999 their Engineering Manager through 2014. Today, due to his vast experience he is the **Engineering R&D Manager at PTI Transformers**. He as a PhD, in EE, from the Poznan University of Technology specialized in Electric Power and High Voltage Engineering, as well as a MSC degree in Electric Machines and Apparatus.

As Manager of Engineering he designed the insulating structures as well as supervised designs and the manufacturing of 500+ power transformers between 1999 and 2014; entailing substation transformers, generator step-up transformers, auto-transformers, phase shifting transformers, and HVDC transformers. Although, PTI Transformers LP is not manufacturing transformers with a primary voltage up to 765 kV, he was part of the 765 kV development team.

He published over sixty (60) papers for various organization or institutions such as CIGRE and IEEE, this concerning





transformer insulation, vacuum insulation systems, gaseous dielectrics and discharge recognition methods.

He is a current member of the IEEE Power Engineering Society, Transformer Committee, IEEE standards association, CSA and CIGRE.

Currently he is also Adjunct Professor at the University of Manitoba.

Krishnamurthy Vijayan - Engineering Manager

From 1981 through 1989, Vijayan was the Senior Electrical Design Engineer at Crompton Greaves Ltda., India. From 1998 through 2001, he was the Engineering Design Manager at Crompton Greaves Ltda., India. He immigrated to Canada in 2001 as Senior Electrical Design Engineer for Pauwels Canada Inc./CG Power Systems Canada Inc. Vijayan was promoted to Head of Electrical Engineering with CG Power Systems Canada Inc. and promoted as Engineering Manager in 2014.

He has a Master of Engineering with specialization of High Voltage Engineering from the reputed University, Indian Institute of Science in India.

Although, PTI Transformers LP is not manufacturing transformers with a primary voltage up to 765 kV, Vijayan was part of the CG Power Systems, Hungary, 765 kV development team. He was also part of the development team for 1200kV auto-transformer by the CG group.

He was directly involved in the electrical design of 420 kV shunt reactors, 750 MVA top rating 3 \varnothing auto-transformers, 200 MVA 1 \varnothing generator step-up transformer, 650 MVA 3 \varnothing generator step-up transformer, 200 MVA 3 \varnothing phase shifting transformer as well as a 600 MVA 3 \varnothing universal generator step-up transformer and not to forget the development of a 3 \varnothing 230 kV mobile substation transformer.

He published over twelve (12) technical papers for various organization or institutions such as CIGRE and IEEE, this concerning Shunt reactors, Phase shifting transformers,

Universal spare GSU transformers, Mobile substation, Smart transformers and Geomagnetic induced currents in transformers.

In short, Vijayan has over thirty-eight (38) years of large power, transformer, EHV shunt reactor, phase shifting and mobile transformer experience.

PRODUCT RANGE

- Substation transformer
- ♦ GSU transformers
- ♦ Auto-transformers
- Phase shifting transformers
- Mobile substation transformer
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- Primary voltage up to 230 kV for mobile substations
- ♦ Up to 750 MVA top rating
- ♦ LTC & DETC





COMPANY PROFILE QUALITY MANAGEMENT SYSTEM



PTI Transformers LP is ISO 9001:2008 certified for "power transformers up to 1,000 MVA, with a primary voltage class up to 765 kV and mobile transformers".

Our quality philosophy is:

- To provide best in-class power systems of exceptional quality and productivity
- To be a customer-focused organization through the translating customer requirements into world class power systems
- To foster a creative work environment that promotes employee innovation, development, and engagement
- To continue improve our operations, systems and productivities
- To develop and sustain and exceptional supply chain network that delivers quality products and services every time, through a mutual beneficial customer supplier relationship

On a periodically basis, as prescribed by the quality manual, reviews at the level of management are made to evaluate key performance factors related to the quality policy and quality

objectives, which are shared through the organization in words and in action. This review process is described in detail in the controlled quality manual and this for all level of the organization; hence we are truly a made-to-order organization. Not only do we focus on in-house control PTI Transformers, through internal audits, customer satisfaction is of paramount importance and is the primary responsibility of each employee; hence on regular basis customer surveys are conducted to analyze the effectiveness of our quality management systems.

Each of all quality management processes are monitored and measured by the respective process owners through through their selected Key Performance Indicators (KPI's). Process owners must select KPI's that allow them to monitor their process or department's performance, and to be able to react where corrections or improvement are required to adhere to adhere to the quality objectives set. Measurement of success and failure is contribution to PTI Transformers LP success as a first-class large power transformer supplier.

The success of PTI Transformer's quality process control is hinged on the following corner-stone procedure; and these are:

- Control of documents procedure to establish and maintain a process for review, approval, distribution and control of all essential documents related to ISO 9001 Quality Management Systems (QMS) and ISO 14000 Environmental Management System (EMS).
- Sales procedure to establish and maintain a process for all request for quotations within the organizations and provide guidance of execution though flow chart control.
- Design procedure to establish and maintain a process for all quotation design with the design tools in place through flow chart control.
- Manufacturing procedure establishes a well-documented manufacturing procedures and work instructions for all of our fabrication and manufacturing processes, including collection of relevant manufacturing data.
- Contract administration procedure to establish and maintain the contract administration function within the organization and to provide guidance through flow-chart control.
- Scheduling procedure to establish and maintain a process for scheduling through the organization and at all levels of the organization and to provide guidance through flow-chart control.





- Design-to-order procedure to establish and maintain a design process for transformers orders within the engineering department and to provide guidance through flow-chart control.
- Manufacturing procedure -
- Inspection and testing procedure to establish and maintain a process for inspection and testing process for all products manufactured at PTI Transformers LP
- Getting ready for transportation to establish and maintain a
 process for testing the product and all associated parts and
 preparing it for shipment to defined location as specified in the
 customer's contract.
- Shipping and invoicing to establish and maintain a process for shipping and invoicing for the product manufactured by PTI Transformers LP.

PTI Transformer's objective is well defined in our QMS and are solely related to ensure that the manufactured products perform safely and reliably, meeting the requirements specified by its customers and providing excellent life cycle value; while considering that for the most part people are driving the quality of organization and products supplied.

Therefore, we measure success and failure within the PTI Transformers organization as defined in the QMS manual, these are:

- Continual improvement to establish and maintain continual improvement processes throughout the organization
- Preventative action to establish and maintain a process to induce preventive action processes throughout the organization to identify and eliminate the causes of potential nonconformities to prevent their occurrences
- Control of non-conformances to establish and maintain as process for identification, segregation and disposition of nonconformances of the product manufactured to further prevent its unintended use of delivery

The continual improvement processes include the monthly measurement of:

- First pass yield
- In-field failures
- Cost of poor quality (COPQ) as a percentage of net sales
- Efficiency in production as a measure of throughput time
- EHS
- Quality of supply
- Inventory control

The PTI Transformers QMS and EHS program is geared towards safe operation of the product manufactured as customers are depending on high quality products to contribute greatly to the

stability of their grid system in various shapes and forms. Indeed, the PTI Transformers power transformers are in fact an investment in our technology that needs to be secured for decades. Our customer's investment is secured through our processes implemented therefore inducing consistent quality of the product and its vital parts.

PTI Transformers LP does not compromise on quality; this through systems put in place and rigorous acceptance testing which ultimately has resulted in an "in-field failure rate of less than 0.01%".

PRODUCT RANGE

- Substation transformers
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- Mobile substation transformer
- Primary voltage up to 525 kV
- Primary voltage up to 230 kV for mobile substations
- ♦ Up to 750 MVA top rating
- LTC & DETC





COMPANY PROFILE CORE CONSTRUCTION



PTI Transformers medium and large, power transformers are always **core form** design, two (2) legged, three (3) legged or five (5) legged depending on customer requirement and application.

All cores are of circular cross section, step-lapped design with fully mitered corner joints to minimize core loss, coated with carlite to increase the interlamination resistance and to reduce eddy current and reduce sound level.

Computer controlled core shears accurately cut mitered laminations using the fully automated Georg 1000 core cutting machine. Once stacked, the exposed core edges are coated with low viscosity high tensile strength epoxy resin, which penetrates and bonds the laminations.

Our cores are carefully designed to limit core surface temperatures and leakage fluxes, and are constructed **without** through-bolts to eliminate a potential source of overheating. Core legs are additionally bonded with fiber-glass reinforced bands. Based on design, core top yoke is bonded with Nomex®/Kevlar® bands for mechanical integrity.

Where loss evaluations justify its use, core steel used is high grade, non-aging, grain-oriented, electrical silicon steel of low hysteresis loss and high permeability; hence we select M4-grade and laser-scribed steel.

We only use step-lap core principle to reduce losses, magnetizing current and sound level. The cores are fully-mitered on all joints in order to improve the flux distribution.

The laminations are stacked in steps, resulting in a circular core shape which gives the windings optimum radial support, especially during short-circuit conditions. The temperature rise of the core is designed to be low and is controlled. If required by design, and customer requirement, vertical oil ducts are placed within the core packets.

The core is clamped using structural steel clamps which provide high strength under both static (lifting and clamping) and dynamic (short-circuit) mechanical loads. The clamps are very lightweight for their strength and provide a smooth surface facing the winding ends, eliminating regions of high local electrical stress.

PRODUCT RANGE

- ♦ Substation transformers
- ♦ GSU transformers
- ♦ Auto-transformer
- OPhase shifting transformers
- ♦ Mobile substation transforme
- Primary voltage up to 525 kV
- Primary voltage up to 230 kV for mobile substations
- Up to 750 MVA top rating
- ♦ LTC & DET





COMPANY PROFILE ◊ WINDINGS



Windings are of the circular concentric type, because this shape results in the highest short-circuit strength and provides excellent cooling performance with natural or forced oil flow. The copper conductors are paper covered magnet wire (single, twin, or triple), or continuously transposed cable and designed to optimize eddy loss and withstand anticipated short circuit forces. Low-voltage windings are made with netting tape/perforated Nomex® insulation for better thermal performance. The inner windings are designed to withstand inward radial forces based on ability of conductor to resist forces in a "free-buckling" mode. All the CTC conductors are epoxy bonded for high mechanical strength. High voltage windings are designed with special shielded windings without any joints for better impulse strength. Custom designed static rings are normally used to control the electric field at the ends of windings.

Insulation materials are made from pre-compressed boards of high mechanical and electrical strength. Insulating material is cut to size. End blocks and supporting structures are fabricated in the plant insulation shop or by PTI Transformers LP approved insulation manufacturers. All angle rings and caps are made of molded pressboard, with contoured profiles, in order to increase the dielectric withstand.

Directed oil flow is typically used to provide enhanced cooling and to limit hot spot temperatures. The oil flow washers/seals direct the oil flow in a zigzag pattern through the windings to

provide effective cooling. For the units with forced cooling the oil from pumps is directed into the windings (ODAF) where oil enters through the oil holes in the bottom insulation; it is distributed through the oil reservoir into all windings, continues throughout the winding in zigzag pattern and leaves the coil assembly at the top. This system is superior to the OFAF method in which the oil is pumped into the tank, cooling only the bulk volume of oil and not the oil in the windings. After the individual coils are wound, they are initially sized, dried in the auto clave vacuum oven, and then sized again with a clamping pressure of 600psi (4 N/mm2). Critical windings are sized under spring pressure. After drying, they are sized to the required axial height to ensure short circuit performance. The coils are combined together into the coil assembly and then completed with end insulation. The coil assembly is next compressed to ensure correct positions of all windings within the coil assembly. The Winding area has been completely refurbished to isolate the department and provide a dust free environment. Positive air pressure is maintained by filtered air make-up units to ensure that positive air flow is provided in the shop. This air flow minimizes the intake of non-filtered air through open doors etc. and ensures that air-borne contaminants are kept to a reduced to a level that will ensure a clean production environment.

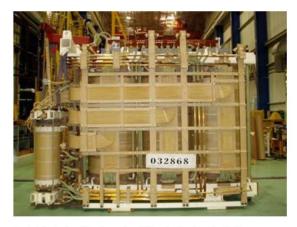
PRODUCT RANGE

- ♦ Substation transformers
- GSU transformer
- Auto-transformers
- Phase shifting transformers
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- Primary voltage up to 525 kV
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- ♦ Up to 750 MVA top ratin
- OLTC & DETO





COMPANY PROFILE & CORE & COILS ASSEMBLY



Prefabricated coil to clamp insulation is fitted on the bottom clamps prior to placing the coil assemblies concentrically on the core legs. The major insulation is usually of rigid form. It is prefabricated in a specially designated insulation area, isolated from other departments to provide carefully controlled clean and dry manufacturing and storage environment.

After the coils are lowered into place, the top pre-fabricated coil to clamp insulation is placed in position and the top yoke of core steel and box clamp are added. The coils are clamped axially by tie rods, or tie-plates, made of high tensile strength steel, as required by design. The core clamps and tie rods (or tie-plates) are designed so that the coils cannot shift during shipment and can withstand the maximum forces that may develop under short circuit conditions.

All leads and bus-bars are rigidly supported to withstand shipping and short circuit forces. Supports are made of high density pressboard with specially developed fiber-glass reinforced epoxy hardware.

All steel projections are located in areas of low electrical stress and, where necessary, high voltage leads are insulated using contoured insulation or shielded by metal tubes to minimize the local electrical stresses. The core & coils assembly is

thoroughly inspected before it goes into the vapor phase process.

During the manufacture of HVDC units, a clean room is utilized to minimize the opportunity for active part contamination. The structure is erected in the assembly area and positive air flow provided through portable air filters. Employees are required to dress in lint free coveralls and entrance to the area is controlled and limited only to employees involved in the project and fully compliant with clean room procedures.

PTI Transformers LP core and coils are of robust quality and design, which ultimately has resulted in an "in-field failure rate of less than 0.01%".

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COMPANY PROFILE ♦ VAPOR-PHASE PROCESSING



Increasing quality requirements demand a more and more careful treatment under vacuum. After the initially applied technologies such as the hot-air circulation process, the vaporphase drying process nowadays is the most efficient method to treat power transformers. At PTI Transformers LP we use a Hedrich system, 400 kW, cascade evaporator.

The completed core and coil assembly is thoroughly dried by the vapor-phase drying process to achieve the predetermined parameters, such dew point and water content in cellulose insulation (less than 0.3% moisture content in insulation).

The core and coil assembly is heated to 50C, by injecting kerosene vapor into the autoclave; afterwards the autoclave internal pressure is lowered to 35mbar for 2 hours. Then kerosene vapor is injected again and the core and coil assembly is now raised to a temperature 85C with a vacuum to 30mbar and this for 2 hours. A new kerosene vapor cycle is introduced now with the core and coil assembly reaching a temperature of 110C with vacuum to 30mbar for 2 hours. At the final heating cycle the core and coil assembly is raised to 120C and the autoclave internal pressure is then lowered to 25mbar for 1 hour. The chamber is then placed under fine vacuum; minimum end criteria for vacuum is 0.15mbar or less for a minimum of 3 hours with all other process parameters met.

The core and coil assembly must be at a minimum temperature of 115C at the end of the fine vacuum cycle and water extraction rate must be 14 g/hr/tonne. Only then these parameters together give an insulation moisture level of 0.3% or less as required.

The vapor phase is a fully automated machine with 24 hours fully automated monitoring and logging.

As the environment in the autoclave is essentially oxygen free, temperature reaching 120°C can be utilized without damage to the insulation or loss of life.

After the core and coil assembly is removed from the autoclave, the assembly is completely retightened, while hot, to take up all shrinkage, then cleaned, inspected, and promptly tanked within the times set by design.

PRODUCT RANGE

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- A GSII transformers
- A Auto transformers
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COMPANY PROFILE & TANK MANUFACTURE



Transformer tanks are constructed of mild-steel and designed to withstand normal operating conditions, application full vacuum, lifting, jacking, and skidding.

The completed tank and accessories are abrasive blasted to remove all mill scale and contaminants, and coated with a robust plural component coating system that exceeds IEEE recommended performance standards.

Adequate facilities are provided on the tank for lifting, jacking and pulling, as per CSA, IEEE/ANSI or even IEC. Openings in the cover are formed by raised flanges designed so that the fasteners do not extend through the cover. Hand-holes and/or manholes are provided for easy access to the active assembly within the tank, access to internal bushing connections etc. Tank bases are made from structural shapes or thickened base plates.

PTI Transformers is Canadian Welding Bureau certified for welding design, practices and procedures. Only CWB or AWS certified fabrication shops are employed for metal fabrication. Only AWS or CWB prequalified joints are utilized. The tank corner

joint design is a tee-joint with a double fillet weld (one fillet on each side of the plate). As only CWB or AWS certified fabrication shops are employed, all welds are performed to qualified procedures by qualified welders.

The tee-joint corner design of the tanks allows for a flexible joint and increases the rupture resistance of the tank due to possible internal fault. This tank corner welding procedure has been our standard since the early 1970's and no field issues where reported with respect to tanks leaking at the corner joints.

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COMPANY PROFILE ◊ TESTING



Prior to shipment, all transformers manufactured by PTI Transformers LP are tested in accordance with the latest applicable IEEE/ANSI and CSA standards and customer specifications.

All industry standard and optional tests with the exception of short-circuit tests, are performed in-house at PTI Transformers LP We have well trained personnel and utilize accurate, certified and modern test equipment.

The results of all tests are provided in a certified test report.

PTI Transformers LP performs the tests as listed in IEEE/ANSI C57.12.90 and CAN/CSA-C88-M90.

The PTI Transformers LP are tested as follows:

Performance tests:

- Ratio test
- No load loss and % excitation current before and after dielectric tests
- · Load loss and % impedance
- Zero sequence impedance

Dielectric tests:

- Lightning impulse test include full wave and chopped wave impulse.
- Switching Impulse
- Applied voltage test
- Induced overvoltage with partial discharge measurement (3 phase or 1 Phase)

Thermal test:

- · Winding resistance
- Heat run test
- Over load heat run
- Dissolved gas analysis (DGA)
- Thermal scan on transformer tank.

Other tests:

- · Insulation capacitance and power factor test on windings and bushings.
- 10 kV excitation current
- Sound level test
- · Megger Insulation resistance (IR) and polarization index (PI) of winding.
- Megger for core, clamp and ground.
- Recurrent surge test only done on new, critical or if specified be
- CT test ratio, excitation, polarity, resistance and knee point voltage.
- On load tap changer test for rated voltage and current.
- Magnetic balance test
- Vector group and polarity.
- The control test on auxiliary equipment.

In process test:

These tests are done during the manufacturing process on core and coil assembly of transformer.

- Core insulation tests.
- Pre-lead assembly ratio test.Winding resistance (optional).

Prior to shipment, and upon customer's request, PTI Transformers LP can do a frequency response analysis (often referred to as FRA or SFRA) which is a powerful and sensitive method for

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testing the mechanical integrity of transformer cores, windings, and press frames, in power transformers.

SFRA creates a so-called "fingerprint" of the power transformer. Comparing the measurements taken at various phases or on multiple identical transformers, as well as comparing measurements with the former fingerprint of the same transformer, provide indications of any mechanical or electrical changes after the transformer has been delivered to site

PTI Transformers recommend testing the frequency response particularly after transporting transformers and after faults at high currents have occurred and compare these with one done prior shipment.



PTI Transformers is equipped with a state-of-the-art digital impulse recording system. The Haefely-Trench impulse system (HAIS) with 16 stages impulse voltage generator of capacity 3200kV and 320 kJ, provides the most accurate analysis of impulse results available today. The electronic recording of the impulse current and voltage waveforms allows quick mathematical comparisons to be made, including the difference between the two waveforms under scrutiny. Accurate printed and plotted final results are quickly available.

For chopped wave tests, a five-stage, 15 gaps, 3000 kV multiple chopping gap is used. The PTI Transformers test bay is capable of performing lightning impulse with chopping and switching impulse tests as per customer requirement and international standards.

For induced testing, a variable voltage alternator, rated 8.66kV, 100 Amps, 3/1-phase, 50 to 240 Hz, is used and solid state speed control of the 1000 HP, DC driving motor with DC voltage 527-700 volts. In the induced potential test, partial discharge (pC) and RIV (μ V) measurements are done with omicron MPD 600 Highend partial discharge measurement system with 6 channel output, it is the best partial discharge measurement and analysis equipment available across the industry.

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COMPANY PROFILE & PACKING, SHIPPING & LOGISTICS



Medium and large power transformers by their size and weight are challenging to ship. The plant is ideally located to take advantage of both highway and rail links to major transportation arteries in North America. This allows PTI Transformers to ship transformers units to the four corners of the content. PTI Transformers has significant experience in the transportation of large power transformers which reduces the risk of transportation damage for our customer.

We are able to coordinate all of our customer's logistics requirements from a single point of contact (SPOC). PTI Transformer's shipping department can make arrangements for customer's units to be shipped by rail, track, ship or any combination. We will also coordinate the offloading of the unit at the site or storage area and moving the unit to its final location.

We use reputable specialty carries for our trucking requirements and utilize local logistics agencies to establish permits for long haul truck shipments from the plant. Our facility has a railway spur which enters the main building on the east side and allows our staff to load a transformer directly onto the railcar inside the factory.

Our shipping department transports all of the parts and spare

parts for the unit to the site or a location of the customer's choosing. These parts are coordinated to meet the transformer at the site to ensure the economic off-loading of parts and the transformer at the same time.

We use the latest digital sensors and GPS technology to monitor the shipping process while the transformer is on the move. Each transformer can be equipped with digital impact monitor and/or GOS tracing system. This allows PTI Transformers LP to assess whether there were any anomalies during the shipping of the unit and whether there were any impacts that could affect the quality of the product. The GPS tracking system allows us to track the process of the unit in real time and if there are any anomalies in the impact recorder, they can be coordinated with the GPS information after the fact to determine where and when the anomaly took place.

All of the activities related to packing and shipping are controlled by written/illustrated procedures to ensure consistency and conformance to requirements. These procedures are available at the plant for audit at a time convenient to our customers.

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COMPANY PROFILE ◊ AFTER SALES SERVICE



PTI Transformer LP's professional service group is ready and capable to fulfill all the after sales service requirements you may have.

Our transformer service group consist of five (5) experienced technicians; fully qualified and safety certified to dress-out large power transformers with primary voltages up to 525 kV.

PTI Transformer's service team carry-out on-site inspections, diagnostics and maintenance activities in addition to on-site refurbishments and repair work.

We have the expertise to perform all required activities on power transformers and load tap changers as follows:

Installations and relocations

- New transformer installs and testing
- Existing transformer relocation
- Commissioning and start-up

Repairs and refurbishment

- Radiator/Cooler replacements
- Gasket replacement & leak repair
- Cleaning and painting
- LTC and DETC refurbishment
- HV & LV bushing refurbishment
- Control box refurbishment

Transformer enhancement and improvement

- Cooling upgrades Breather upgrades
- Controls upgrade
- LTC & DETC upgrades - Gauges & probes upgrade
- Pressure relief device conversions and ducting

In addition to providing the above mentioned services, PTI Transformers also provides OEM spare parts such as buchholz relay, radiators, WTI/OTI, fans, pumps, bushings, gauges or any other related LTC transformer accessory.

We provide on-site transformer consulting, including surveys, commissioning, internal & external transformer inspections, oil testing and training where required.





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SECTION 6: ADDITIONAL INFORMATION

- Reference List
- Short Circuit Capability
- Approved List of Vendors for PTI Manitoba Inc.
- W-8BEN-E instead of W-9
- Certificate of Insurance
- ISO Certificates
- Paint Specification
- Transformer Oil Data Sheet

PTI TRANSFORMERS - REFERENCE LIST - 3 PHASE POWER TRANSFORMERS

Ship Year	Customer	Base MVA	Top MVA	HV KV	LV KV	HV BIL KV
2023	Manitoba Hydro	57	95	230	66	900
2023	Manitoba Hydro	57	95	230	66	900
2022	Stelco	60	112	230	14.4	900
2022	Fortis BC	120	200	230	138	900
2022	Manitoba Hydro	84	140	230	66	900
2021	ENEL Green Power North America	112	140	345	34.5	1050
2021	ENEL Green Power North America	112	190	345	34.5	1050
2021	ENEL Green Power North America	112	190	345	34.5	1050
2021	Algonquin Power	120	200	230	34.5	1050
2020	Blue Earth Renewables	90	150	240	34.5	900
2020	Blue Earth Renewables	90	150	240	34.5	900
2021	Hydro Ottawa	60	100	230	27.6	900
2023	Saskpower (EB Campbell Unit #4)	75	100	230	14.4	950
2022	Saskpower (EB Campbell Unit #3)	75	100	230	14.4	950
2021	Saskpower (EB Campbell Unit #2)	75	100	230	14.4	950
2020	Saskpower (EB Campbell Unit #1)	75	100	230	14.4	950
2021	Capital Power	100	167	240	34.5	950
2017	RES Construction	116	192	345	34.5	650
2018	Veridian Connections	75	125	215.5	28	975
2018	Veridian Connections	75	125	215.5	28	975
2018	Veridian Connections	75	125	215.5	28	975
2017	Capital Power	100	167	240	34.5	950
2017	Capital Power	60	100	161	34.5	750
2017	Black & McDonald	66	110	240	34.5	1050
2016	Blattner Energy (Electra)	67	112	345	34.5	1050
2016	POWER STREAM INC.	75	125	215.5	28	950
2016	POWER STREAM INC.	75	125	215.5	28	950
2015	WANZEK CONSTRUCTION INC.	102	170	230	34.5	750
2015	BLATTNER ENERGY INC (Mustang)	68	112	230	34.5	750
2015	Blattner Energy (Horse Creek)	87	145	345	34.5	1050
2015	MINNESOTA POWER	100	167	230	115	900
2015	MINNESOTA POWER	100	167	230	115	900
2015	Geronimo Energy (Odell)	107	180	345	115	1050
2015	Blattner Energy Inc	116	192	345	34.5	1050
2015	Blattner Energy Inc	71	118	230	34.5	825
2014	Blattner (Roosevelt)	83	139	345	34.5	1050
2014	Oakville Hydro	75	125	215.5	28	975
2014	Oakville Hydro	75	125	215.5	28	975
2014	Blattner (Antelope)	116	192	345	34.5	650
2014	GERONIMO WIND ENERGY	72	120	345	34.5	1050
2014	GERONIMO WIND ENERGY	72	120	345	34.5	1050
2014	GERONIMO WIND ENERGY	72	120	345	34.5	1050
2014	GERONIMO WIND ENERGY	72	120	345	34.5	1050
2013	Luna Diversified	120	200	230	115	900
2012	Invenergy LLC	100	167	230	34.5	950

2012	Invenergy LLC	100	167	230	34.5	950
2012	Hydro One - Brampton	75	125	215.5	28	950
2012	Sask Power	144	192	230	16	1050
2012	Minnesota Power	90	150	230	34.5	900
2012	Minnesota Power	90	150	230	34.5	900
2012	MidAmerican Energy	75	125	161	69	650
2012	MidAmerican Energy MidAmerican Energy	108	180	345	34.5	1050
2012	MidAmerican Energy MidAmerican Energy	75	125	161	69	650
2012	MidAmerican Energy MidAmerican Energy	75	125	161	69	650
2015	Otter Tail Power Company	84	140	230	115	900
2010	National Electric Systems Inc.	90	150	230	115	900
2010	Areva T&D	60	100	230	20	900
2010	Areva T&D	60	100	230	20	900
2010	Areva T&D	60	100	230	20	900
2010	Areva T&D	60	100	230	20	900
2009		90	150	345	138	1050
	Duquesne Light & Power					
2009	Duquesne Light & Power	90	150	345	138	1050
2009	Duquesne Light & Power	90	150	345	138	1050
2009	Duquesne Light & Power	90	150	345	138	1050
2009	Flathead Electric	60	100	230	69	750
2009	South Mississippi Electric Power Asso.	60	100	161	69	650
2008	South Mississippi Electric Power Asso.	60	100	161	69	650
2008	Newfoundland & Labrador Electric	60	100	230	13.8	950
2008	White River Electric Association	120	200	345	138	1175
2008	White River Electric Association	120	200	345	138	1175
2008	East Kentucky Power Coop.	120	200	161	138	650
2007	Alliant Energy	60	100	161	69	650
2007	Pennsylvania Power & Light	106	170	230	69	750
2006	Pennsylvania Power & Light	106	170	230	69	750
2006	Pennsylvania Power & Light	106	170	230	69	750
2006	FirstEnergy Corp	100	168	230	69	750
2006	FirstEnergy Corp	100	166.6	230	69	750
2006	Connecticut Light & Power	120	200	345	115	1050
2006	Connecticut Light & Power	120	200	345	115	1050
2006	Connecticut Light & Power	120	200	345	115	1050
2005	Kansas City Board of Public Utils.	60	100	161	13.2	650
2005	Connecticut Light & Power	120	200	345	115	1050
2005	Connecticut Light & Power	120	200	345	115	1050
2005	Connecticut Light & Power	120	200	345	115	1050
2005	Mitsubishi Electric Power Prod.	120	200	345	115	1050
2005	Mitsubishi Electric Power Prod.	120	200	345	115	1050
2005	Mitsubishi Electric Power Prod.	120	200	345	115	1050
2005	Mitsubishi Electric Power Prod.	120	200	345	115	1050
2005	Fortis BC	120	200	230	132	850
2003	BC Hydro	90	150	225	12.6/12.6	850
2003	BC Hydro	90	150	225	12.6/12.6	850
2003	Northeast Utilities	84	140	345	34.5	1050
2002	Sask Power	120	200	230	138	950
		60		214.5		

2001	Flathead Electric Co-op Inc.	75	125	230	34.5	750
2001	Utilicorp United/ Peak Power Eng	60	100	230	115	900
2001	Parsons Energy	109	182	345	18	1050
2001	Parsons Energy	109	182	345	18	1050
2001	Luz Y Fuerza	75	100	230	85	900
2001	South Texas Electric	90	150	345	138	1050
2000	Allegheny	120	200	230	135.3	900
2000	Kissimmee Utility	69.5	116	230	13.5	900
2000	Bramption Hydro Electr.	75	175	215.5	28-28	950
2000	Bramption Hydro Electr.	75	125	215.5	28	950
1999	Rochester Gas & Elec.	120	200	345	118	900
1999	CINERGY	60	100	240	69	825
1998	SIEMENS	60	100	230	13.5	900
1998	SIEMENS	60	100	230	13.5	900
1998	SIEMENS	60	100	230	13.5	900
1998	SIEMENS	60	100	230	13.5	900
1996	Raytheon	75	125	230	13.2	825
1996	•	75	125	230	13.2	825
1996	Raytheon	75	125	230	13.2	825
	Raytheon					
1996	Tennessee Valley Authority	120	200	230	115	825
1996	Tennessee Valley Authority	120	200	230	115	825
1994	Baltimore Gas & Electric	90	150	230	34.5	750
1994	East Kentucky Power Coop.	60	100	161	69	650
1993	Ontario Hydro	75	125	215.5	44	900
1993	Ontario Hydro	75	125	215.5	44	900
1993	Ontario Hydro	75	125	215.5	44	900
1993	Ontario Hydro	75	125	215.5	44	900
1993	Manitoba Hydro	120	200	230	115	900
1992	Manitoba Hydro	120	160	230	13.8	850
1992	Ontario Hydro	75	125	216	44	900
1992	Ontario Hydro	75 	125	216	44	900
1992	Kilborn Limited	75	125	215.5	28	900
1992	Kilborn Limited	75	125	215.5	28	900
1992	Kilborn Limited	75	125	215.5	28	900
1992	Kilborn Limited	75	125	215.5	28	900
1992	Ontario Hydro	75	125	215.5	44	900
1992	Ontario Hydro	75	125	215.5	44	900
1992	Ontario Hydro	75	125	215.5	44	900
1992	Ontario Hydro	75	125	215.5	44	900
1992	Ontario Hydro	75	125	215.5	44	900
1992	Pennsylvania Power & Light	90	150	230	69	750
1992	Pennsylvania Power & Light	90	150	230	69	750
1992	Newfoundland & Labrador Hydro	75	125	230	66	950
1991	Manitoba Hydro	120	160	230	13.8	850
1991	Manitoba Hydro	120	160	230	13.8	850
1991	Manitoba Hydro	120	160	230	13.8	850
1991	Manitoba Hydro	120	160	230	13.8	850
1991	Ontario Hydro	75	125	216	44	900
1991	Ontario Hydro	75	125	216	44	900

1991	Ontario Hydro	75	125	216	44	900
1991	Ontario Hydro	75	125	216	44	900
1991	BC Hydro	90	150	225	25.2	850
1991	BC Hydro	90	150	225	25.2	850
1991	Ontario Hydro	75	125	215.5	28	900
1991	Ontario Hydro	75	125	215.5	28	900
1991	Ontario Hydro	75	125	215.5	28	900
1991	New Brunswick Power	90	150	230	13.8	950
1991	New Brunswick Power	90	150	230	13.8	950
1991	Sask Power	90	150	230	138	950
1991	Sask Power	90	150	230	138	950



SHORT CIRCUIT CAPABILITY

Short circuit test is a very special test which is performed to demonstrate the ability of the transformer to withstand stresses due to short circuit during operation. For high voltage transformers this test can be performed only at few special high-power laboratories in the world. At PTI short circuit design capability is verified using special field program. The calculations verify free/forced buckling, radial bending, axial bending, axial stress on key spacer & tilting for inner windings and hoop stress, tilting, axial bending, axial stress on key spacer for the outer winding. CTC conductors are epoxy bonded to enhance mechanical strength. Inner windings are designed for free buckling condition. PTI group has successfully verified the design capability by performing short circuit tests on units up to 315MVA 3 phase and 200MVA single phase units. The list below indicates details of the units successfully tested for short circuit.

Re: SHORT-CIRCUIT TESTING OF POWER TRANSFORMERS

PTI Transformers LP's has manufactured power transformers since 1947.

The Winnipeg transformer manufacturing plant (formerly CG Power Systems Canada Inc.), acquired by PTI Transformers LP in 2015, has been in operation for over 70 years. During this time period, several thousand power transformers were built and installed. Within the entire history of manufacturing power transformers in Winnipeg, there have not been any reported short-circuit failures of units in operation.

A few years after the 1994 Pauwels acquisition of the Winnipeg plant, all Pauwels facilities went through an Alignment Process, resulting in a commonality of design, manufacturing techniques and technology. In particular, the short-circuit calculations and methods for supporting the active part were thoroughly analyzed. All transformers are subjected to like conditions during short-circuit events, whether in testing or in operation. Most manufacturers of large power transformers with experience in the short-circuit testing of units have very similar design techniques to calculate short-circuit forces and stresses, as well as similar production methods and materials. Through the years and after numerous design reviews with customers and their consultants, certain elements of transformer technology become a standard for the industry.

From the early 1970's the Winnipeg manufacturing plant has used practically the same short-circuit calculations. The same set of critical parameters are also used to evaluate the "withstand "of conductors, pressboard spacers and clamping structures.

As stated before, all PTI transformers are designed using exactly the same rules. All PTI transformer units are built using the same technology, materials and processes. This standardization is important as any units built by PTI may be subjected to short-circuit testing. In any event certainly all of them will be subjected to real life short-circuit conditions while in service. PTI Transformers LP is more than willing to subject any of our transformers to short-circuit testing.



PTI Manitoba Inc uses trusted suppliers of active part materials, e.g. ASTA and Nexans for copper conductors, Weidmann for pressboard insulation. All materials were subjected to thorough withstand tests.

In North America it is commonly accepted that a design review is done in lieu of short-circuit testing. Subsequently, we have had only a few units short-circuit tested. This is a common practice amongst transformer manufacturers in North America, and has unfortunately recently lead to the termination of operation of a large power laboratory (IREQ in Quebec).

Globally, there has been a discussion going on for decades, whether to test or not to test the short-circuit performance. CIGRE (International Council on Large Electric Systems) during its general session in year 2000 expansively discussed this issue. There was no consensus on this problem, therefore CIGRE decided not to suggest any method for short-circuit performance evaluation, i.e. to (i) select trusted supplier, (ii) perform own design review, (iii) perform design review with consultant, (iv) short circuit testing. Moreover, based on numerous studies, the rate of short-circuit failures in operation has no relation to the way short-circuit performance is evaluated (see CIGRE report by Working Group 12.19 in Electr. No203, August 2003).

In conclusion one may state:

- The fact that only a few transformers built by Winnipeg plant have been short-circuit tested is typical for the North American industry, where design reviews are seen as sufficient method of approving the short-circuit performance of units;
- PTI Manitoba Inc is willing to subject any units to short-circuit tests. The cost for this service would be an extra to the contract.

Regards,

Dr. Waldemar Ziomek,
Director of Research & Development



PTI APPROVED LIST OF VENDORS

Component	Vendor Name	Country of Origin
Core	Cogent Power Inc.	Canada
Copper Conductor	Essex Group Canada	Canada
	Sam Dong Inc.	USA
Insulation	Weidmann Electrical Technology Inc. USA	USA
	Canduct Industries Inc.	Canada
Transformer Tank	W.S. Machining & Fabrication	Canada
LTC	Reinhausen	Germany
Bushings	ABB	USA
	HSP	Germany
	Electro-Composite	Canada
Arresters	Cooper	USA
	Ohio Brass	USA
Oil	Nynas	Canada
	Petro Canada	Canada
	Calumet Lubricants Co.	USA
Current Transformer	Polycast International	Canada
	Meramec Instrument Transformers	USA
Control Box	Celco Controls Ltd.	Canada
	Indus Automation	Canada
Radiators	Menk	USA
	Trantech	USA
Fans	Krenz & Company Inc.	USA
	Ziehl Abbeg Inc.	Germany
Gaskets	Argus Industrial Supply	Canada
	Hi-Tech Seals	Canada
Air Cell	Pronal	France
	SEI Industries	Canada

(Rev. July 2017) Department of the Treasury Internal Revenue Service

Certificate of Status of Beneficial Owner for
United States Tax Withholding and Reporting (Entities)

For use by entities. Individuals must use Form W-8BEN. Section references are to the Internal Revenue Code.

Go to www.irs.gov/FormW8BENE for instructions and the latest information.

Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

Do No	OT use this form for:	Instead use Form:		
• U.S.	entity or U.S. citizen or resident			
• A fo	reign individual	W-8BEN (Individual) or Form 8233		
	reign individual or entity claiming that income is effectively connected wit ess claiming treaty benefits)	h the conduct of trade or business within the U.S.		
• A fo	reign partnership, a foreign simple trust, or a foreign grantor trust (unless			
• A for	reign government, international organization, foreign central bank of issue ernment of a U.S. possession claiming that income is effectively connecte (c), 892, 895, or 1443(b) (unless claiming treaty benefits) (see instructions	e, foreign tax-exempt organization, foreign private foundation, or d U.S. income or that is claiming the applicability of section(s) 115(2),		
• Any	person acting as an intermediary (including a qualified intermediary acting	g as a qualified derivatives dealer)		
Pa	rt I Identification of Beneficial Owner			
1	Name of organization that is the beneficial owner	2 Country of incorporation or organization		
PTI Tr	ransformers LP	CANADA		
3	Name of disregarded entity receiving the payment (if applicable, see ins	tructions)		
4	☐ Simple trust ☐ Grantor trust ☐ Com	poration Disregarded entity Partnership uplex trust Estate Government		
	· -	ate foundation		
	If you entered disregarded entity, partnership, simple trust, or grantor to claim? If "Yes" complete Part III.			
		☐ Yes ☐ No		
5	Chapter 4 Status (FATCA status) (See instructions for details and comp Nonparticipating FFI (including an FFI related to a Reporting IGA FFI other than a deemed-compliant FFI, participating FFI, or exempt beneficial owner).	Nonreporting IGA FFI. Complete Part XII. Foreign government, government of a U.S. possession, or foreign central bank of issue. Complete Part XIII.		
	Participating FFI.	☐ International organization. Complete Part XIV.		
	Reporting Model 1 FFI.	Exempt retirement plans. Complete Part XV.		
	Reporting Model 2 FFI.	☐ Entity wholly owned by exempt beneficial owners. Complete Part XVI.		
	Registered deemed-compliant FFI (other than a reporting Model 1	☐ Territory financial institution. Complete Part XVII.		
	FFI, sponsored FFI, or nonreporting IGA FFI covered in Part XII).	Excepted nonfinancial group entity. Complete Part XVIII.		
	See instructions.	Excepted nonfinancial start-up company. Complete Part XIX.		
	Sponsored FFI. Complete Part IV.	Excepted nonfinancial entity in liquidation or bankruptcy.		
	Certified deemed-compliant nonregistering local bank. Complete Part V.	Complete Part XX. 501(c) organization. Complete Part XXI.		
	Certified deemed-compliant FFI with only low-value accounts.	Nonprofit organization. Complete Part XXII.		
	Complete Part VI.	☐ Publicly traded NFFE or NFFE affiliate of a publicly traded		
	Certified deemed-compliant sponsored, closely held investment	corporation. Complete Part XXIII.		
	vehicle. Complete Part VII.	Excepted territory NFFE. Complete Part XXIV.		
	Certified deemed-compliant limited life debt investment entity.	Active NFFE. Complete Part XXV.		
	Complete Part VIII.	Passive NFFE. Complete Part XXVI.		
	☐ Certain investment entities that do not maintain financial accounts.	Excepted inter-affiliate FFI. Complete Part XXVII.		
	Complete Part IX.	☐ Direct reporting NFFE.		
	Owner-documented FFI. Complete Part X.	Sponsored direct reporting NFFE. Complete Part XXVIII.		
6	Restricted distributor. Complete Part XI. Permanent residence address (street, apt. or suite no., or rural route). Do no	Account that is not a financial account.		
	ockman Street	tuse a F.O. box of in-care-of address (other than a registered address).		
10110	City or town, state or province. Include postal code where appropriate.	Country		
Winni	peg, Manitoba R3T 0L7	CANADA		
7	Mailing address (if different from above)	DANADA		
	City or town, state or province. Include postal code where appropriate.	Country		
8	U.S. taxpayer identification number (TIN), if required 9a GIIN	b Foreign TIN		
	Defended and the first of the state of the s	734422314 RT0001		
10	Reference number(s) (see instructions)			
Note:	Please complete remainder of the form including signing the form in Part	XXX.		
	aperwork Reduction Act Notice, see separate instructions.	Cat. No. 59689N Form W-8BEN-E (Rev. 7-2017)		

Form V	V-8BEN-E (Rev. 7-2017)		Page 2
Par	Disregarded Entity or Branch branch of an FFI in a country ot		e only if a disregarded entity with a GIIN or a sidence. See instructions.)
11	Chapter 4 Status (FATCA status) of disregarded	entity or branch receiving payment	
	☐ Branch treated as nonparticipating FFI.	Reporting Model 1 FFI.	U.S. Branch.
	☐ Participating FFI.	Reporting Model 2 FFI.	
12	Address of disregarded entity or branch (street registered address).	, apt. or suite no., or rural route). Do n	not use a P.O. box or in-care-of address (other than a
	City or town, state or province. Include postal co	ode where appropriate.	
	Country		
13	GIIN (if any)		
Par	t III Claim of Tax Treaty Benefits (i	f applicable). (For chapter 3 pur	rposes only.)
14	I certify that (check all that apply):		
а	▼ The beneficial owner is a resident of CAN.	ADA	within the meaning of the income tax
	treaty between the United States and that co	ountry.	
b		with limitation on benefits. The following	ty benefits are claimed, and, if applicable, meets the ng are types of limitation on benefits provisions that may
	Government	✓ Company that meets the owners	ship and base erosion test
	☐ Tax exempt pension trust or pension fund	Company that meets the derivati	ive benefits test
	Other tax exempt organization	Company with an item of income	e that meets active trade or business test
	☐ Publicly traded corporation	Favorable discretionary determing	nation by the U.S. competent authority received
	☐ Subsidiary of a publicly traded corporation	Other (specify Article and paragr	aph):
С	☐ The beneficial owner is claiming treaty bene or business of a foreign corporation and me		from a foreign corporation or interest from a U.S. trade ctions).
15	Special rates and conditions (if applicable—se The beneficial owner is claiming the provisions of	•	-
	of the treaty identified on line 14a above to claim	n a% rate of withho	olding on (specify type of income):
	Explain the additional conditions in the Article th	e beneficial owner meets to be eligible	for the rate of withholding:
Pari	Name of sponsoring entity:		
17	Check whichever box applies.		
17	I certify that the entity identified in Part I:		
	Is an investment entity;		
		the Alexandrian territorial forms of the second control of the sec	
	Is not a QI, WP (except to the extent permitted Is a great with the extent identified above (the		
	Has agreed with the entity identified above (that the agree of the state of th	it is not a nonparticipating FFI) to act a	s the sponsoring entity for this entity.
	☐ I certify that the entity identified in Part I:	057()	
	Is a controlled foreign corporation as defined in	1 Section 957(a);	
	Is not a QI, WP, or WT; Is not a QI, WP, or WT, o	Managed Managed Asset States and Company a	
			t agrees to act as the sponsoring entity for this entity; and
	account holders and payees of the entity and	to access all account and customer i	above) that enables the sponsoring entity to identify all information maintained by the entity including, but not alance, and all payments made to account holders or

	-8BEN-E (Rev. 7-2017) Page	3
Par	t V Certified Deemed-Compliant Nonregistering Local Bank	
18	I certify that the FFI identified in Part I:	
	• Operates and is licensed solely as a bank or credit union (or similar cooperative credit organization operated without profit) in its country incorporation or organization;	of
	• Engages primarily in the business of receiving deposits from and making loans to, with respect to a bank, retail customers unrelated to su bank and, with respect to a credit union or similar cooperative credit organization, members, provided that no member has a greater than 5 interest in such credit union or cooperative credit organization;	
	Does not solicit account holders outside its country of organization;	
	• Has no fixed place of business outside such country (for this purpose, a fixed place of business does not include a location that is readvertised to the public and from which the FFI performs solely administrative support functions);	ot
	 Has no more than \$175 million in assets on its balance sheet and, if it is a member of an expanded affiliated group, the group has no mothan \$500 million in total assets on its consolidated or combined balance sheets; and Does not have any member of its expanded affiliated group that is a foreign financial institution, other than a foreign financial institution this incorporated or organized in the same country as the FFI identified in Part I and that meets the requirements set forth in this part. 	
Dort		_
Part		—
19	 I certify that the FFI identified in Part I: Is not engaged primarily in the business of investing, reinvesting, or trading in securities, partnership interests, commodities, notion principal contracts, insurance or annuity contracts, or any interest (including a futures or forward contract or option) in such security partnership interest, commodity, notional principal contract, insurance contract or annuity contract; 	ıal ty,
	• No financial account maintained by the FFI or any member of its expanded affiliated group, if any, has a balance or value in excess \$50,000 (as determined after applying applicable account aggregation rules); and	of
	• Neither the FFI nor the entire expanded affiliated group, if any, of the FFI, have more than \$50 million in assets on its consolidated combined balance sheet as of the end of its most recent accounting year.	or
Part	VII Certified Deemed-Compliant Sponsored, Closely Held Investment Vehicle	_
20	Name of sponsoring entity:	
21	I certify that the entity identified in Part I:	
	• Is an FFI solely because it is an investment entity described in Regulations section 1.1471-5(e)(4);	
	• Is not a QI, WP, or WT;	
	• Will have all of its due diligence, withholding, and reporting responsibilities (determined as if the FFI were a participating FFI) fulfilled by the sponsoring entity identified on line 20; and	те
	• 20 or fewer individuals own all of the debt and equity interests in the entity (disregarding debt interests owned by U.S. financial institution participating FFIs, registered deemed-compliant FFIs, and certified deemed-compliant FFIs and equity interests owned by an entity if the entity owns 100% of the equity interests in the FFI and is itself a sponsored FFI).	
Part	VIII Certified Deemed-Compliant Limited Life Debt Investment Entity	
22	☐ I certify that the entity identified in Part I:	
	Was in existence as of January 17, 2013;	
	 Issued all classes of its debt or equity interests to investors on or before January 17, 2013, pursuant to a trust indenture or similar agreement; ar Is certified deemed-compliant because it satisfies the requirements to be treated as a limited life debt investment entity (such as the restrictions with respect to its assets and other requirements under Regulations section 1.1471-5(f)(2)(iv)). 	ıd
Part	IX Certain Investment Entities that Do Not Maintain Financial Accounts	_
23	☐ I certify that the entity identified in Part I:	
	• Is a financial institution solely because it is an investment entity described in Regulations section 1.1471-5(e)(4)(i)(A), and	
Dod	Does not maintain financial accounts. Owner Decumented FFI	_
Part	Owner-Documented FFI This status only applies if the U.S. financial institution, participating FFI, or reporting Model 1 FFI to which this form is given has agreed that it we	
	e FFI as an owner-documented FFI (see instructions for eligibility requirements). In addition, the FFI must make the certifications below.	Ш
24a	(All owner-documented FFIs check here) I certify that the FFI identified in Part I:	
	Does not act as an intermediary;	
	Does not accept deposits in the ordinary course of a banking or similar business;	
	• Does not hold, as a substantial portion of its business, financial assets for the account of others;	
	• Is not an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect a financial account;	to
	• Is not owned by or in an expanded affiliated group with an entity that accepts deposits in the ordinary course of a banking or simil business, holds, as a substantial portion of its business, financial assets for the account of others, or is an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account;	
	Does not maintain a financial account for any nonparticipating FFI; and	

• Does not have any specified U.S. persons that own an equity interest or debt interest (other than a debt interest that is not a financial account or that has a balance or value not exceeding \$50,000) in the FFI other than those identified on the FFI owner reporting statement.

Part X Owner-Documented FFI (continued)	Page 4
Part X Owner-Documented FFI (continued) Check box 24b or 24c, whichever applies.	
b l certify that the FFI identified in Part I:	
•	
 Has provided, or will provide, an FFI owner reporting statement that contains: (i) The name, address, TIN (if any), chapter 4 status, and type of documentation provided (if required) of every individual and s 	
U.S. person that owns a direct or indirect equity interest in the owner-documented FFI (looking through all entities other that U.S. persons);	an specified
(ii) The name, address, TIN (if any), and chapter 4 status of every individual and specified U.S. person that owns a debt interest owner-documented FFI (including any indirect debt interest, which includes debt interests in any entity that directly or indirect the payee or any direct or indirect equity interest in a debt holder of the payee) that constitutes a financial account in exces \$50,000 (disregarding all such debt interests owned by participating FFIs, registered deemed-compliant FFIs, certified deer compliant FFIs, excepted NFFEs, exempt beneficial owners, or U.S. persons other than specified U.S. persons); and	ectly owns s of
(iii) Any additional information the withholding agent requests in order to fulfill its obligations with respect to the entity.	
 Has provided, or will provide, valid documentation meeting the requirements of Regulations section 1.1471-3(d)(6)(iii) for eidentified in the FFI owner reporting statement. 	ach person
c I certify that the FFI identified in Part I has provided, or will provide, an auditor's letter, signed within 4 years of the date of payn from an independent accounting firm or legal representative with a location in the United States stating that the firm or repress reviewed the FFI's documentation with respect to all of its owners and debt holders identified in Regulations section 1.1471-3(c) and that the FFI meets all the requirements to be an owner-documented FFI. The FFI identified in Part I has also provided, or an FFI owner reporting statement of its owners that are specified U.S. persons and Form(s) W-9, with applicable waivers.	entative has d)(6)(iv)(A)(2),
Check box 24d if applicable (optional, see instructions).	
d	unidentified
Part XI Restricted Distributor	
25a (All restricted distributors check here) I certify that the entity identified in Part I:	
• Operates as a distributor with respect to debt or equity interests of the restricted fund with respect to which this form is furnished	;
• Provides investment services to at least 30 customers unrelated to each other and less than half of its customers are related to each	
 Is required to perform AML due diligence procedures under the anti-money laundering laws of its country of organization (which compliant jurisdiction); 	is an FATF-
 Operates solely in its country of incorporation or organization, has no fixed place of business outside of that country, and had country of incorporation or organization as all members of its affiliated group, if any; 	as the same
 Does not solicit customers outside its country of incorporation or organization; 	
 Has no more than \$175 million in total assets under management and no more than \$7 million in gross revenue on its income si the most recent accounting year; 	tatement for
 Is not a member of an expanded affiliated group that has more than \$500 million in total assets under management or more than in gross revenue for its most recent accounting year on a combined or consolidated income statement; and 	ı \$20 million
 Does not distribute any debt or securities of the restricted fund to specified U.S. persons, passive NFFEs with one or more sub- owners, or nonparticipating FFIs. 	stantial U.S.
Check box 25b or 25c, whichever applies.	
I further certify that with respect to all sales of debt or equity interests in the restricted fund with respect to which this form is furnished that after December 31, 2011, the entity identified in Part I:	are made
b Has been bound by a distribution agreement that contained a general prohibition on the sale of debt or securities to U.S. entiti resident individuals and is currently bound by a distribution agreement that contains a prohibition of the sale of debt or secu specified U.S. person, passive NFFE with one or more substantial U.S. owners, or nonparticipating FFI.	
c Is currently bound by a distribution agreement that contains a prohibition on the sale of debt or securities to any specified L passive NFFE with one or more substantial U.S. owners, or nonparticipating FFI and, for all sales made prior to the time restriction was included in its distribution agreement, has reviewed all accounts related to such sales in accordance with the identified in Regulations section 1.1471-4(c) applicable to preexisting accounts and has redeemed or retired any, or caused the fund to transfer the securities to a distributor that is a participating FFI or reporting Model 1 FFI securities which were sold to specified L	that such a procedures ne restricted
Form W-8BEN-E	(Rev. 7-2017)

Form V	BBEN-E (Rev. 7-2017)	Page 5
Par	Nonreporting IGA FFI	
26	☐ I certify that the entity identified in Part I:	
	 Meets the requirements to be considered a nonreporting financial institution pursuant to an applicable IGA bet The applicable IGA is a ☐ Model 1 I 	
	is treated as aunder the provisions of the applicat	ole IGA or Treasury regulations
	(if applicable, see instructions);	
	• If you are a trustee documented trust or a sponsored entity, provide the name of the trustee or sponsor	
	The trustee is: ☐ U.S. ☐ Foreign	
Part	III Foreign Government, Government of a U.S. Possession, or Foreign Central Ba	nk of Issue
27	I certify that the entity identified in Part I is the beneficial owner of the payment, and is not engaged in common type engaged in by an insurance company, custodial institution, or depository institution with respect the obligations for which this form is submitted (except as permitted in Regulations section 1.1471-6(h)(2)).	ercial financial activities of a
Part	IV International Organization	
Check	oox 28a or 28b, whichever applies.	
28a	I certify that the entity identified in Part I is an international organization described in section 7701(a)(18).	
b	∐ I certify that the entity identified in Part I:	
	Is comprised primarily of foreign governments;	
	 Is recognized as an intergovernmental or supranational organization under a foreign law similar to the Internat Act or that has in effect a headquarters agreement with a foreign government; 	ional Organizations Immunities
	The benefit of the entity's income does not inure to any private person; and	
	 Is the beneficial owner of the payment and is not engaged in commercial financial activities of a type engager custodial institution, or depository institution with respect to the payments, accounts, or obligations for which the permitted in Regulations section 1.1471-6(h)(2)). 	d in by an insurance company, is form is submitted (except as
Part	V Exempt Retirement Plans	
Check	ox 29a, b, c, d, e, or f, whichever applies.	
29a	☐ I certify that the entity identified in Part I:	
	Is established in a country with which the United States has an income tax treaty in force (see Part III if claiming	g treaty benefits);
	Is operated principally to administer or provide pension or retirement benefits; and	
	 Is entitled to treaty benefits on income that the fund derives from U.S. sources (or would be entitled to benefits as a resident of the other country which satisfies any applicable limitation on benefits requirement. 	s if it derived any such income)
b	☐ I certify that the entity identified in Part I:	
	 Is organized for the provision of retirement, disability, or death benefits (or any combination thereof) to employees of one or more employers in consideration for services rendered; 	beneficiaries that are former
	No single beneficiary has a right to more than 5% of the FFI's assets;	
	 Is subject to government regulation and provides annual information reporting about its beneficiaries to the country in which the fund is established or operated; and 	relevant tax authorities in the
	(i) Is generally exempt from tax on investment income under the laws of the country in which it is established as a retirement or pension plan;	ed or operates due to its status
	(ii) Receives at least 50% of its total contributions from sponsoring employers (disregarding transfers of ass in this part, retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, other an applicable Model 1 or Model 2 IGA, or accounts described in Regulations section 1.1471-5(b)(2)(i)(A));	r retirement funds described in
	(iii) Either does not permit or penalizes distributions or withdrawals made before the occurrence of specifie disability, or death (except rollover distributions to accounts described in Regulations section 1.1471-5(b and pension accounts), to retirement and pension accounts described in an applicable Model 1 or Model funds described in this part or in an applicable Model 1 or Model 2 IGA); or)(2)(i)(A) (referring to retirement
С	(iv) Limits contributions by employees to the fund by reference to earned income of the employee or may no I certify that the entity identified in Part I:	t exceed \$50,000 annually.
	els organized for the provision of retirement, disability, or death benefits (or any combination thereof) to employees of one or more employers in consideration for services rendered;	beneficiaries that are former
	Has fewer than 50 participants;	
	Is sponsored by one or more employers each of which is not an investment entity or passive NFFE;	
	Employee and employer contributions to the fund (disregarding transfers of assets from other plans describ- pension accounts described in an applicable Model 1 or Model 2 IGA, or accounts described in Regulations s imited by reference to earned income and compensation of the employee, respectively;	
	Participants that are not residents of the country in which the fund is established or operated are not entitled to more than 2	20% of the fund's assets, and
	b is subject to government regulation and provides annual information reporting about its beneficiaries to the country in which the fund is established or operates.	,

Form W	/-8BEN-E (Rev. 7-2017)	age 6
Part		
d	I certify that the entity identified in Part I is formed pursuant to a pension plan that would meet the requirements of section 401(a), other	r
	than the requirement that the plan be funded by a trust created or organized in the United States.	
е	I certify that the entity identified in Part I is established exclusively to earn income for the benefit of one or more retirement funds	
	described in this part or in an applicable Model 1 or Model 2 IGA, or accounts described in Regulations section 1.1471-5(b)(2)(i)(A) (referri retirement and pension accounts), or retirement and pension accounts described in an applicable Model 1 or Model 2 IGA.	ng to
f	☐ I certify that the entity identified in Part I:	
	• Is established and sponsored by a foreign government, international organization, central bank of issue, or government of a U.S. posse (each as defined in Regulations section 1.1471-6) or an exempt beneficial owner described in an applicable Model 1 or Model 2 IGA to proper retirement, disability, or death benefits to beneficiaries or participants that are current or former employees of the sponsor (or perdesignated by such employees); or	ovide
	• Is established and sponsored by a foreign government, international organization, central bank of issue, or government of a U.S. posses (each as defined in Regulations section 1.1471-6) or an exempt beneficial owner described in an applicable Model 1 or Model 2 IGA to prove retirement, disability, or death benefits to beneficiaries or participants that are not current or former employees of such sponsor, but a consideration of personal services performed for the sponsor.	ovide
Part	XVI Entity Wholly Owned by Exempt Beneficial Owners	
30	☐ I certify that the entity identified in Part I:	
	• Is an FFI solely because it is an investment entity;	
	• Each direct holder of an equity interest in the investment entity is an exempt beneficial owner described in Regulations section 1.1471-6 an applicable Model 1 or Model 2 IGA;	or in
	• Each direct holder of a debt interest in the investment entity is either a depository institution (with respect to a loan made to such entity) exempt beneficial owner described in Regulations section 1.1471-6 or an applicable Model 1 or Model 2 IGA.	or an
	 Has provided an owner reporting statement that contains the name, address, TIN (if any), chapter 4 status, and a description of the tyl documentation provided to the withholding agent for every person that owns a debt interest constituting a financial account or direct e interest in the entity; and 	
	• Has provided documentation establishing that every owner of the entity is an entity described in Regulations section 1.1471-6(b), (c), (d (f) and/or (g) without regard to whether such owners are beneficial owners.), (e),
Part :	XVII Territory Financial Institution	
31	I certify that the entity identified in Part I is a financial institution (other than an investment entity) that is incorporated or organized under	ər
	the laws of a possession of the United States.	
Part 2		
32	certify that the entity identified in Part :	
	• Is a holding company, treasury center, or captive finance company and substantially all of the entity's activities are functions describe Regulations section 1.1471-5(e)(5)(i)(C) through (E);	ed in
	 Is a member of a nonfinancial group described in Regulations section 1.1471-5(e)(5)(i)(B); Is not a depository or custodial institution (other than for members of the entity's expanded affiliated group); and 	
	 Does not function (or hold itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or investment vehicle with an investment strategy to acquire or fund companies and then hold interests in those companies as capital asset investment purposes. 	
Part	XIX Excepted Nonfinancial Start-Up Company	—
33	☐ I certify that the entity identified in Part I:	
	• Was formed on (or, in the case of a new line of business, the date of board resolution approving the new line of business)	
	(date must be less than 24 months prior to date of payment);	
	• Is not yet operating a business and has no prior operating history or is investing capital in assets with the intent to operate a new lir business other than that of a financial institution or passive NFFE;	ne of
	• Is investing capital into assets with the intent to operate a business other than that of a financial institution; and	
	 Does not function (or hold itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or investment vehicle whose purpose is to acquire or fund companies and then hold interests in those companies as capital assets for investment purpo 	any
Part		
34		
	• Filed a plan of liquidation, filed a plan of reorganization, or filed for bankruptcy on	_;
	 During the past 5 years has not been engaged in business as a financial institution or acted as a passive NFFE; Is either liquidating or emerging from a reorganization or bankruptcy with the intent to continue or recommence operations as a nonfinal entity; and 	ncial
	 Has, or will provide, documentary evidence such as a bankruptcy filing or other public documentation that supports its claim if it remain bankruptcy or liquidation for more than 3 years. 	ns in

Form V	/-8BEN-E (Rev. 7-2017) Page 7
Part	XXI 501(c) Organization
35	☐ I certify that the entity identified in Part I is a 501(c) organization that:
	• Has been issued a determination letter from the IRS that is currently in effect concluding that the payee is a section 501(c) organization that is dated; or
	• Has provided a copy of an opinion from U.S. counsel certifying that the payee is a section 501(c) organization (without regard to whether the payee is a foreign private foundation).
Part	XXII Nonprofit Organization
36	☐ I certify that the entity identified in Part I is a nonprofit organization that meets the following requirements.
	• The entity is established and maintained in its country of residence exclusively for religious, charitable, scientific, artistic, cultural or educational purposes;
	• The entity is exempt from income tax in its country of residence;
	• The entity has no shareholders or members who have a proprietary or beneficial interest in its income or assets;
	• Neither the applicable laws of the entity's country of residence nor the entity's formation documents permit any income or assets of the entity to be distributed to, or applied for the benefit of, a private person or noncharitable entity other than pursuant to the conduct of the entity's charitable activities or as payment of reasonable compensation for services rendered or payment representing the fair market value of property which the entity has purchased; and
	• The applicable laws of the entity's country of residence or the entity's formation documents require that, upon the entity's liquidation or dissolution, all of its assets be distributed to an entity that is a foreign government, an integral part of a foreign government, a controlled entity of a foreign government, or another organization that is described in this part or escheats to the government of the entity's country of residence or any political subdivision thereof.
Part :	XXIII Publicly Traded NFFE or NFFE Affiliate of a Publicly Traded Corporation
Check	box 37a or 37b, whichever applies.
37a	☐ I certify that:
	• The entity identified in Part I is a foreign corporation that is not a financial institution; and
	The stock of such corporation is regularly traded on one or more established securities markets, including
b	Certify that:
	• The entity identified in Part I is a foreign corporation that is not a financial institution;
	• The entity identified in Part I is a member of the same expanded affiliated group as an entity the stock of which is regularly traded on an established securities market;
	a The name of the antity, the steels of subject in your layly traded on an actablished acquisition would be
	• The name of the securities market on which steed is securities market, is ; and
Part 2	
38	☐ I certify that:
	The entity identified in Part I is an entity that is organized in a possession of the United States;
	• The entity identified in Part I:
	(i) Does not accept deposits in the ordinary course of a banking or similar business;
	(ii) Does not hold, as a substantial portion of its business, financial assets for the account of others; or
	(iii) Is not an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account; and
	• All of the owners of the entity identified in Part I are bona fide residents of the possession in which the NFFE is organized or incorporated.
Part .	XXV Active NFFE
39	✓ I certify that:
	• The entity identified in Part I is a foreign entity that is not a financial institution;
	 Less than 50% of such entity's gross income for the preceding calendar year is passive income; and
	• Less than 50% of the assets held by such entity are assets that produce or are held for the production of passive income (calculated as a
Part 2	weighted average of the percentage of passive assets measured quarterly) (see instructions for the definition of passive income). XVI Passive NFFE
40a	I certify that the entity identified in Part I is a foreign entity that is not a financial institution (other than an investment entity organized in a possession of the United States) and is not certifying its status as a publicly traded NFFE (or affiliate), excepted territory NFFE, active NFFE, direct reporting NFFE, or sponsored direct reporting NFFE.
Check	box 40b or 40c, whichever applies.
b	I further certify that the entity identified in Part I has no substantial U.S. owners (or, if applicable, no controlling U.S. persons); or
С	I further certify that the entity identified in Part I has provided the name, address, and TIN of each substantial U.S. owner (or, if applicable, controlling U.S. person) of the NFFE in Part XXIX.
	Controlling C.C. polocity of the Net Emit are 2007.

Form W-8BEN-E (Rev. 7-2017)			Page 8
Part XXVII Excepted Inter-	Affiliate FFI		- age C
41			-
Is a member of an expanded			
	accounts (other than accounts maintained		oup);
	le payments to any person other than to me	· · · · · · · · · · · · · · · · · · ·	
payments from any withholdi	(other than depository accounts in the cour ing agent other than a member of its expan	ded affiliated group; and	
institution, including a member	der Regulations section 1.1471-4(d)(2)(ii)(C) or of its expanded affiliated group.		poses on behalf of any financial
	ct Reporting NFFE (see instruction	ns for when this is permitted)	
42 Name of sponsoring entity:			
	entified in Part I is a direct reporting NFFE t Owners of Passive NFFE	hat is sponsored by the entity identified of	on line 42.
As required by Part XXVI, provide the	name, address, and TIN of each substantion form to an FFI treated as a reporting Moo	al U.S. owner of the NFFE. Please see the del 1 FFI or reporting Model 2 FFI, an NFF	instructions for a definition of E may also use this part for
Name		Address	TIN
			-
			*
Part XXX Certification			
Under penalties of perjury, I declare that I I certify under penalties of perjury that:	nave examined the information on this form and to	o the best of my knowledge and belief it is true,	correct, and complete. I further
	of this form is the beneficial owner of all the incor- itting this form for purposes of section 6050W;	ne to which this form relates, is using this form	1 to certify its status for chapter 4
 The entity identified on line 1 of 	this form is not a U.S. person;		
 The income to which this form in 	relates is: (a) not effectively connected with the co	onduct of a trade or business in the United Stat	es, (b) effectively connected but is
not subject to tax under an incom	ne tax treaty, or (c) the partner's share of a partner	ship's effectively connected income; and	
 For broker transactions or barte 	er exchanges, the beneficial owner is an exempt for	preign person as defined in the instructions.	
	ovided to any withholding agent that has control, r isburse or make payments of the income of which		entity on line 1 is the beneficial
agree that I will submit a new form with	nin 30 days if any certification on this form bec	omes incorrect.	
Sign Horo			
Sign Here		Stuart Gibson	10-11-2018
Signature of indiv	vidual authorized to sign for beneficial owner	Print Name	Date (MM-DD-YYYY)

 $\ensuremath{ \ \, }$ I certify that I have the capacity to sign for the entity identified on line 1 of this form.



Aon Reed Stenhouse Inc.

Certificate of Insurance

2103 - Ilth Avenue, 8th Floor Regina, Saskatchewan S4P 3Z8

To: TO WHOM IT MAY CONCERN

Re: Evidence of Insurance

Insurance as described herein has been arranged on behalf of the insured named herein under the following policy(ies) and as more fully described by the terms, conditions, exclusions and provisions contained in the said policy(ies) and any endorsements attached thereto.

Insured: PTI Transformers LP

101 Rockman Street Winnipeg, MB R3T 0L7

Coverage:	Insurer(s)	Policy No.	Policy Eff. Date	Policy Exp. Date	Limit(s) of Liability
Commercial General Liability	Northbridge General Insurance Corporation	CBC 1939268	June 15, 2020	May 15, 2021	\$2,000,000 each Occurrence - Bodily Injury and Property Damage, subject to aggregate where applicable Non-Owned Automobile Liability
Umbrella Liability	Northbridge General Insurance Corporation	CBC 1939268	June 15, 2020	May 15, 2021	\$3,000,000 each Occurrence in excess of underlying policies above on a follow form basis.
Cargo	Underwriters at Lloyd's through Aon Group Limited	MACAR1700374	May 15, 2020	May 15, 2021	\$5,000,000 by any one inland conveyance \$50,000 Deductible any one loss
Manufacturer's E&O	Northbridge General Insurance Corporation	CBC 1939268	June 15, 2020	May 15, 2021	\$2,000,000 each Claim \$2,000,000 Aggregate \$10,000 Retention

THIS IS A SUMMARY OF COVERAGES ONLY; ACTUAL POLICY WORDING, CONDITIONS AND LIMITATIONS APPLY

This Certificate constitutes a statement of the facts as of the date of issuance and are so represented and warranted only to the Certificate Holder; other persons relying on this Certificate do so at their own risk.

Aon Reed Stenhouse Inc.

Dated June 15, 2020, at Regina, Saskatchewan

Terrilee Lamer, CAIB (306) 569-6726



Certificate of Registration

This certifies that the Quality Management System of

PTI Transformers LP

101 Rockman Street Winnipeg, Manitoba, R3T 0L7, Canada

has been assessed by NSF-ISR and found to be in conformance to the following standard(s):

ISO 9001:2015

Scope of Registration:

Design, manufacture, delivery and servicing of medium and large power transformers.



Certificate Number: 6G721-IS10
Certificate Issue Date: 22-APR-2021
Registration Date: 09-MAY-2021
Expiration Date *: 08-MAY-2024

Jennifer Morecraft, Senior Managing Director

NSF International Strategic Registrations

789 North Dixboro Road, Ann Arbor, Michigan 48105 | (888) NSF-9000 | www.nsf-isr.org



Certificate of Registration

This certifies that the Environmental Management System of

PTI Transformers LP

101 Rockman Street Winnipeg, Manitoba, R3T 0L7, Canada

has been assessed by NSF-ISR and found to be in conformance to the following standard(s):

ISO 14001:2015

Scope of Registration:

Design, manufacture, delivery and servicing of medium and large power transformers.



Certificate Number: 6G721-EM7
Certificate Issue Date: 22-APR-2021
Registration Date: 09-MAY-2021
Expiration Date *: 08-MAY-2024

Jennifer Morecraft, Senior Managing Director

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PTI TRANSFORMERS LP

PAINT SPECIFICATION FOR METAL PARTS



Quality Management System
ENGINEERING SPECIFICATION

Document Number: ES-70-002

1. **Scope:**

This specification outlines the paint requirement for metal parts, it shall be suitable for spray application.

2. **General:**

All paints shall be ready-mixed at the factory to comply with the specification formula for the type of paint ordered shall be free from dirt, water and other foreign matter; and shall dry within the specified period to a good film without running, streaking or sagging.

Two specific requirements for painting metal parts:

Internal metal parts – consist of metal parts and surfaces in contact with transformer oil such as clamp structure, base bar, end bracket assembly, top cross brace, locating beam, and inside surface of the tank, cover, conservator, turret, LTC box, cooler pipe, header, hand-hole cover.

External metal parts – consist of metal parts and surfaces not in contact with transformer oil such as lightning arrestor (L/A) support assembly, A-Frame assembly, conservator support assembly, control box and outside surface of the tank, cover, conservator, turret, LTC box, cooler pipe, header, hand hole cover.

3. **Specific Instruction:**

3.1. Surface Preparation

- 3.1.1. Surfaces shall be free of all visible oil, grease, dirt, mill scale, rust, coating, oxides, corrosion, and other foreign matter.
- 3.1.2. All sharp edges must be broken with appropriate grinding tool, 3 passes with 100 grit.
- 3.1.3. Commercial blast to SSPC-SP 6
- 3.1.4. Blast profile of 2 mil +/- 0.5 mil
- 3.1.5. A maximum of 24 hours exposure time is allowed before painting application.
- 3.1.6. Use Loctite two part epoxy to seal welded clamping plates from egress of trapped Shot-blast material.

3.2. Masking surfaces before painting

- 3.2.1. For internal metal parts such as clamp, base bar, top cross brace, end brackets, and locating beam, the surfaces to be masked with tape will be specified by standard drawings.
- 3.2.2. For the tank and cover, the surfaces to be masked with tape will be specified by standard drawings.
- 3.2.3. For the conservator, the surfaces to be masked with tape will be specified by standard drawings.

3.3. Spot/Stripe Priming

3.3.1. Apply a stripe primer coat first on welds, edges, and hard to reach surface areas before full prime coat application. Spray or brush application are acceptable.

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PTI TRANSFORMERS LP	PAINT SPECIFICATION FOR METAL PARTS	
Quality Management System ENGINEERING SPECIFICATION	Document Number: ES-70-002	



3.4. Internal Metal Parts Paint Requirements

- 3.4.1. White epoxy primer/Top coat Superior-Sequoia 263-166 A&B
- 3.4.2. Dry film thickness (DFT) is 3.0mils-5.0 mils for 1,500 hrs

3.5. External Metal Parts Paint Requirements

- 3.5.1. First full prime coat High solids red oxide epoxy primer; Superior Sequoia 263-147 A&B, DFT at least 4.0 mils for 1,500 hrs.
- 3.5.2. Top coat Urethane Topcoat 4:1; Superior Sequoia 273-719, DFT at least 2.0 mils above profile.
- 3.5.3. Color for top coat as required by specific order.

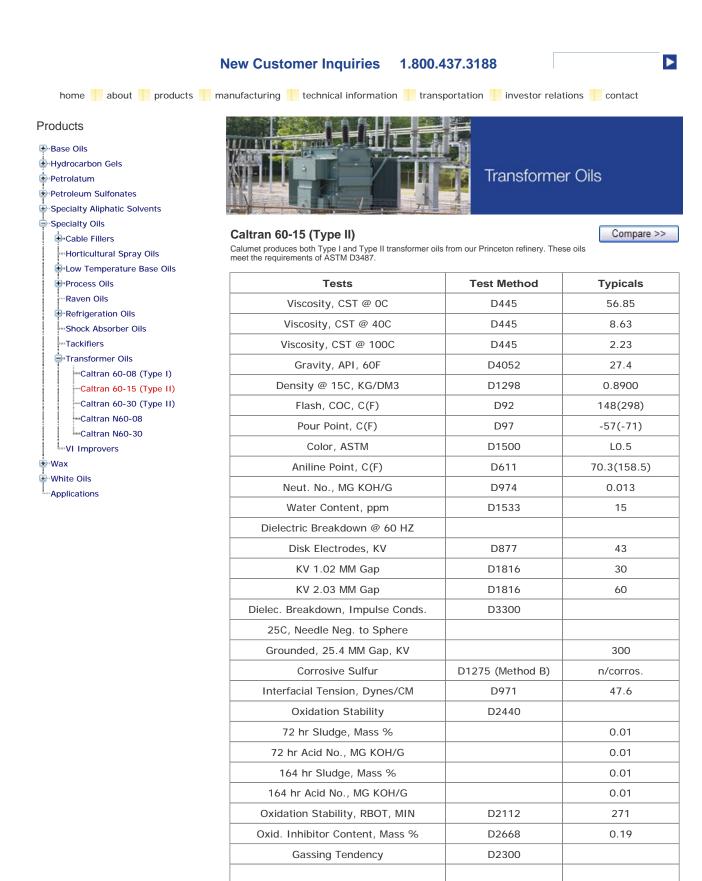
4. Approval List:

Responsibility Center: Engineering		Prepared by: R. Jorundson Original signed	Date:	Issued by ISO Coord: John Manansala Original signed	Date:
Accorded for Quality	Doto	, ,	Doto	, ,	
Accepted for Quality: Arlyne Jutiz	Date:	Accepted for Engineering: Jim Nielsen	Date:	Intentionally left blank	
Original signed		Original signed			

5. Revision History:

Revision	Revised by	Date	Description of Revision	
0	A. Minh Vuong	August 26, 2013	New work instruction	
1	Armand Siapno	July 29, 2013	Added item 3.1.6 under surface preparation	
2	ST	January 2016	New company name, logo	
3	B.Seerapathy	March 21, 2018	Minor Format Updation. Logo changed from Pauwels to PTI	
4	R. Jorundson	June 18, 2018	Update 2.2.4 & 2.2.5 to current product in use.	
5	Arlyne Jutiz	February 1, 2019	Modify "Approval List" section Change company name and logo	

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Micro L/MIN (Procedure B)		+12
Power Factor, 25C, %	D924	0.006
Power Factor, 100C, %	D924	0.06
Visual Examination	D1524	B & C
PCB Content, PPM	D4059	n/detect.

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