# Welcome to the

# **JEA** Awards Meeting

December 7, 2023, 10:00 AM EST

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

At the designated public comment time we will provide opportunity for you to unmute to speak.

During the meeting, public comments received via e-mail regarding any matter on the agenda for consideration will be read out. Per the Public Notice Agenda posted on <u>JEA.com</u>, public comments by e-mail must be received no later than 9:00 a.m. on the day of the meeting to be read during the public comment portion of the meeting.

Please contact Victoria Holloway by telephone at (904) 651-7171 or by email at hollvl@jea.com if you experience any technical difficulties during the meeting.

#### JEA Awards Agenda December 7, 2023

# 225 North Pearl St., Jacksonville, FL 32202 - Hydrangea Room 1st Floor Teams Meeting Info

#### Consent Agenda

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

Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term (Projected) Start Date - End Date	JSEB Participation (Y/N) If Y, then list company name(s) (%, \$ - awarded)
1	Minutes	Minutes from 11/30/2023 Meeting	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Cost Participation	2021-3527 Tributary 1B Unit 8	Melendez	Three Rivers Developers, LLC / Vallencourt Construction Company, Inc.	Capital	\$305,865.17	N/A	\$305,865.17			
2	This is a private develor units. This development The Tributary project residential units, the may awarding to the lowest	opment project where JEA has identified it is part of the overall Tributary Develop is located along SR 200 west of 1-95. The haximum length of transmission main for tresponsible bidder. The solicitation was rising in accordance with the JEA Cost P	e area in the vicinity of JEA participation is 2 advertised, and a pre-	ist of approximately 2,391 single family f SR 200 and I-95 in Nassau County has 28,692 feet. The proposed length of 16" to bid meeting was held on 2/23/2023. Thr	residential units at buildout. The proje experienced significant development in vater main of 1,810 feet is within the p	ect is located within the Nassi interest in the last several year participation limits. The devel	au Sewer Basin and the Nas rs. Based on the projected pro- loper has followed JEA pro-	sau Water Grid.  roject size of 2,391 single family  rurement directives by advertising and	N/A	Start Date 05/01/2023 End Date 01/30/2024	N/A
	Cost Participation	2021-5316 Edwards Road Phases 1 and 2	Melendez	Three Rivers CDD / Jax Utilities Management, Inc.	Capital	\$688,480.00	N/A	\$688,480.00			
3	This is a private develor main extension project approximately 2,391 s The Tributary project residential units, the may avarding to the lowest	ution contact David King  opment project wher JEA has identified  tal along Edwards Road to serve the Tributa  ingle family residential units at buildout.  is located along SR 200 west of F95. The  saximum length of transmission mani for  tresponsible bidder. The solicitation was  rdance with the JEA Cost Participation P	ary Development and The project is located area in the vicinity of JEA participation is 2 advertised, and a pre-	provide a looped system through Tributa within the Nassau Water Grid. f SR 200 and I-95 in Nassau County has 28,692 feet. The proposed length of 16" v bid meeting was held on 3/30/2023. Thr	ry Unit 13 as well as through Timber C experienced significant development in vater main of 4,512 feet is within the p	Creek Plantation. This project interest in the last several year participation limits. The devel	t is part of the overall Tribut rs. Based on the projected pro- loper has followed JEA proc	roject size of 2,391 single family surrement directives by advertising and	N/A	Start Date 11/01/2023 End Date 01/05/2024	N/A
	Contract Extension / Contract Increase	114-17 - Vegetation Management Services	Erixton & Electric	Tree's Inc.	Capital & O&M	\$7,404,125.00	\$31,222,514.94	\$45,051,639.94			
4	This contract provides evaluated going to man be between 4 and a man This award request is	tion contact. Rodney Lovgren  for Price / Mile and Time and Equipmen frekt with increases estimated at a minim ximum of 6.5% aggregate increase to extend the contract one (1) year to Jan needed, JEA will return the awards comm	m of a 10-12% based uary of 2025 and add i	on benchmarking. As such, JEA elected	I to negotiated & request to extend the	contract. The forecast aggre	egate increase based on the n	egotiated price adjustment is forecast to	01/05/2023 \$6,425,000.00	Five (5) Years w/One (1) - One (1) Yr. Renewals Start: 01/31/2018 End: 01/30/2025	N/A
	Contract Increase	CMAR Services for SIPS - Greenland 30" WM, Davis 30" RMW & Burnt Mill 24" FM Projects	Melendez	Garney Companies, Inc.	Capital	\$732,201.20	\$625,057.00	\$10,304,599.13			
5	The scope of work for a Greenland WTP inte This contract increase	2023  this contract: Marline McDonald  this contract includes pre-construction pr  ties station and installation of a SCADA  is to unload and stockpile ductile iron pip  oposed leass will avoid storage fees by th	system. ne. Cost includes unlo	ading stockpiling of material including a	1-year land lease with Gate Venture, L	.LC (centrally located within	project area) and the install	ation of pipe located in the Greenland	04/20/2023 - \$8,142,183.93 06/23/2023 - \$805,157.00	Start Date: 10/17/2022 End Date: 04/15/2026	N/A

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	Contract Increase	124-19 Progressive Design-Build Services for the 1.0 MGD Water Purification Facility	Melendez	The Haskell Company	Capital	\$5,617,157.37	\$800,000.00	\$75,617,157.37			
6		ITEM IS DEFERRED							10/14/2021 - \$5,223,357.00 1/17/2022 - \$5,10,5,646.00 08/17/2023 - \$58,870,997.00	Start Date: 02/11/2020 End Date: 06/30/2025	N/A
	Contract Increase	1410190446 (RFP) Steam and Combustion Turbine Maintenance, Repair and Overhaul Services for JEA	Melendez	Mechanical Dynamics & Analysis LLC	Capital, O&M	\$12,451,782.00	\$14,000,000.00	\$26,451,782.00			
7	The purpose of this an responsible to provide	13/04/2021 tition contact: Jason Behr mendment is to contract for turbine, overhi tools, equipment, man power, materials is would return and add additional funds as a	and services to suppo	rt JEA's steam and combustion turbines.	. The original award amount was calcu	lated based on funding and p	roject list available at the tir		N/A	Five (5) years w/ Two (2) - 1 Yr. Renewals Intelligence (30) 90/2021 End Date: 03/08/2026	s N
	Emergency / Ratification	Emergency - NSCT 15kV Feeder Cable Replacement	Melendez	Miller Electric Company	Capital	\$671,044.23	\$671,044.23	\$671,044.23			
8	Due to recent operation Scope of Work:  1. Removal of five fee 2. Installation of five p 3. Testing of the newly All three units are cur	rently unavailable and replacements must I immediate available resources. Material	d stress cone terminat nations using associal be made to avoid fur	ions from the transformer low side discorted copper compression lugs and stress of the potential damage to NSCT3, NSCT3	nnect and generator enclosure bushing one grounding materials.	box.	eeder cables, flex links, and	bushings. Contractors were selected additional discovery, NGS may return	N/A	Project Completion Start Date: 11/13/2023 End Date: 12/22/2023	N
	Emergency / Ratification	Emergency - NSCT Flex Links and Bushings Replacement	Melendez	D&D Electrical Bus Service	Capital	\$281,958.00	\$281,958.00	\$281,958.00			
9	Due to recent operation Scope of Work:  1. Removal of bushing 2. Installation of bush 3. Installation of twen All three units are cun based on expertise and	tition contact: Jason Behr nal failures on NSCT3, NSCT5, and NSC gs from the generator unit and GSU disco- ings onto the generator unit and GSU disco- ings onto the generator unit and GSU dis- y-four flex links. There are twelve (12) el- y-four flex links. There are twelve (12) el- terently unavailable and replacements must li immediate available resources. Material cted to be completed after the delivery of	nnect switch bushing connect switch bushin leven-inch braids at the be made to avoid fur as were ordered imme	box.  ng box.  ne generator end and twelve (12) thirty-ir  ther potential damage to NSCT3, NSCT5 diately to optimize schedule based on lea	nch braids at the transformer end. Each 5, and NSCT6 due to low insulation res	flex link shall be rated for at istances and damage in the f	t least 750A.		N/A	Project Completion Start Date: 11/13/2023 End Date: Q1, 2024	N
	Emergency / Ratification	Emergency - NSCT3 Fire Damage Repair / Replacement	Melendez	D&D Electrical Bus Service	Capital	\$380,990.00	\$380,990.00	\$380,990.00			
10	Due to recent fire inci Scope of Work:  1. Remove all debris a 2. Remove bus bar fro 3. Refurbish the bus in 5. Replace all damage This unit is currently t		de to avoid further po	tential damage to NSCT3 due to fire and	water damage. Contractor was selected	ed based on expertise and imi	mediate available resources. mpleted after the delivery of	Materials were ordered immediately to materials and outage coordination,	N/A	Project Completion Start Date: 11/13/2023 End Date: Q1, 2024	N

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	Invitation to Negotiate (ITN)	1411274046 - Facilities Master Planning	Crawford	West Monroe Partners LLC	O&M	\$471,000.00	N/A	N/A			
11	JEA is seeking a con: Three responses were JEA negotiated Phase	7/11/2023	s made to short-list to	vo companies. A Best and Final Offer (B se gap analysis with West Monroe and de	AFO) was requested on 09/28/2023. Was termined it was in our best interest to a	Vest Monroe was deemed the	highest ranking Company	on 10/05/2023.	N/A	Project Completion Start Date: 01/02/2024 End Date: 04/01/2024	N/A
	Single Source	Single Source - JEA Primary Data Center Relocation & Emergency Operational Location	McElroy	Cologix, Inc.	O&M/Capital	\$6,248,562.79	N/A	\$6,248,562.79			
12	In 2018, JEA relocate This Single Source at five years. The new a	ation contact: Elaine Selders  ed the primary data center and modified sp ward requests approval to continue the leas greement will have an annual increase cap in the award. The award includes a Capita	e at Cologix for the J of 2.5%. It should be	EA primary data center and the Emergen noted the previous agreement had an an	cy Operations Center (EOC). The original increase based on a CPI cap. Due	ginal agreement was for five y to delays in negotiations and	years and JEA has negotiate the holiday there is a one w	ed an new agreement for an additional week Ratification in the amount of	N/A	Five (5) Years w/Two (2) – Two (2) Yr. Renewals Start Date: 12/01/2023 End Date: 11/30/2028	N/A
	Change Order	Managed Security Service Provider (MSSP)	McElroy	Securely Yours, LLC	O & M	\$125,000.00	\$580,440.00	\$705,440.00			
13	This contract is for a Information Security This request is to app •A spreadsheet refl •RBAC governance	ation contact: Angel Iosua Managed Security Service Provider (MSS	s Control (RBAC) ser	vices in support of JEA's efforts to enha role and the users assigned to each role. In	nce the Identity and Access Managems	ent program in the amount of mendations on how the outlier	\$125,000.00 and to include rs can be handled	the additional services below:	N/A	Two (2) Years w/Three (3)-1 Yr. Renewals Start date: 08/15/2022 End Date: 08/14/2024	N
	Contract Increase	Joint Project with St. Johns County for CR210 Widening - Greenbriar to Cimmarone - Reclaim WM	Melendez	Superior Construction Company Southeast LLC	Capital	\$274,657.98	\$465,093.65	\$739,751.63			
14	The scope of work for The project is current ranging from 18" to 5	ation contact David King  or this project is design-build services for the	of SJC's new impro	vements. During the design effort, conflict ate total estimate. 1690 LF of water main	ets were identified with the existing wa , including a 940 LF Horizontal Direc	ater, sewer force main and rectional Drill under the new pro	claim lines. This increase re oposed bridge. 3650 LF of f	force main-890 LF for crossings and	N/A	Start Date 04/03/2023 End Date 08/23/2026	N/A
	Contract Increase	1410856846 - Engineering Services for the 101-62 Fairfax St: 1st St. to 26th St. Water Main Replacement Project	Melendez	Four Waters Engineering, Inc.	Capital	\$138,067.55	\$954,206.49	\$1,092,274.04			
15	The scope of work for condition of moderate This increase is being	ation contact: Darriel Brown  r this project is for the professional design to severe degradation and continued dete	rioration of the pipe to ty designations and th	nat could lead to leaks resulting in failure e 30% water main design routing has bee	n completed which identified the need	for 85 additional test holes in	n paved surfaces and 5 addi e original award.	necessary due to its documented poor itional test holes in non-paved surfaces as	N/A	Start Date 02/30/2023 End Date 11/30/2026	100% Firm is JSEB Certified

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	Contract Increase	1410223046 - Integrated Resource Planning for Electric Generation Planning	Melendez	Black & Veatch Management Consulting, LLC	Capital	\$2,860,104.00	\$1,705,392.00	\$6,530,960.00			
16	This request is for a co which were approved for decommissioning I identified by the IRP, Black & Veatch will p combined cycle comb	V19/2021 tion contact: Jason Behr sontract increase in the amount of \$2,860,1 by the Board of Directors on April 25, 20 ess efficient generating unit, Northside U and preparation, submittal and defense of wovide the services described in the prope ustion turbine (CCCT) resource. Addition to ECA. However, the Black and Veatch	23. The expanded sec nit 3. The process star a Need For Power ap sal to JEA in prepara ally, Black & Veatch	pe includes works that are required for the ts with a refresh of the IRP modeling resolication under the PPSA. Current contra- tion and defense of a Site Certification A will prepare the necessary federal permit	te Florida Power Plant Siting Act (PPS ults with updated forecasts and techno ct rates were used for the developmen pplication (SCA) under the Florida Ele	SA) regulatory process for cor logy costs, followed by execu t of this revised scope. ectrical Power Plant Siting Ac	nmissioning a new highly effic tion of a Market Test to evalu- et to authorize JEA to construc-	cient generating unit as a replacement ate alternative projects to the project at, own, and operate a new gas-fired	11/28/2022 \$170.539.20 01/05/2023 \$701.356.80 07/20/2023 \$1,705,392.00	Project Completion Start Date: 08/19/2021 End Date: 12/31/2025	N
	Ratification	Single Phase Pad-mounted Transformers	McElroy	Powersystems Group, LLC	Inventory Blanket	\$1,220,130.00	NA	\$1,220,130.00			
17		tion: Eddie Bayouth tification is to formalize the award commitmer of 2022 and were received in 2023.							NA NA	One Time Purchase, already received.	N
	Piggyback - FLORIDA SHERIFF'S ASSOCIATION	Piggyback - Florida Sheriff's Association Contract - FSA23- VEH21 JEA Fleet Fuel Truck	McElroy	Cumberland International Trucks	Capital	\$473,897.00	NA	\$473,897.00			
18	The purpose of this Pi being bought as an Ek Cumberland Internation	tion contact: Eddie Bayouth ggyback is to purchase a 5000 gallon fuel ectric Replacement Vehicle. onal Trucks is the winner of FSA Contract truck due to an accident.							NA	One Time Purchase, Q2 FY25 Expected Delivery	N
	Piggyback - FLORIDA SHERIFF'S ASSOCIATION	Piggyback - Florida Sheriff's Association Contract - FSA23- VEL31.0' JEA Fleet FY24 Ford Maverick LDV Purchase	McElroy	Garber Ford, Inc.	Capital	\$330,126.02	NA	\$330,126.02			
19	The purpose of this Pi expansion.  Due to the UAW strik This will be good vehi	tion contact: Eddie Bayouth ggyback is to purchase eight (8) Ford Mar e, Ford order banks closed for the lower n ele for JEA's meter reading team. Since s ue of the winners of FSA Contract - FSA2	nodel trucks so JEA is seven (7) of the vehicle	looking to purchase the XLT model. These are hybrid, this purchase works toward	te goal with the Mavericks is a smaller ds JEA's goal of electrification and red	footprint vehicle with lower	opearating costs than those of		NA	One Time Purchase, Q2 FY25 Expected Delivery	N
	Invitation for Bid (IFB)	1411497046/ Commercial Water Meters for Inventory Stock	McElroy	Badger Meter, Inc. Sensus USA, Inc.	Inventory Blanket	\$3,923,943.00 \$1,180,195.00	NA	\$5,104,138.00			
20	The purpose of this Incommercial meters. B	/21/2023	reduces the need to s	ock specialty meters in various sizes.					NA	Three (3) Years w/Two (2) - 1 Yr. Renevals Start: 12/15/2023 End: 12/14/2026	N
	In order to reduce the other. For the 1.5" and	mpetition in commercial meters has also : risks associated with having a single supp d 2" meters the price difference was less t itional items included in the bid will be co	lier for a particular si han 10%. JEA assig	re, the solicitation was structured to allow and 70% of the spend to the lowest bidde	/ JEA to assign a primary and seconda r and 30% to the other bidder.	ry vendor if the bid prices fro	om Sensus and Badger for a pa	articular size were within 10% of each			

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	Request for Proposal (RFP)	1411299246 - Power Plant General Construction Services	Melendez	WG Yates WW Gay Mechanical Contractors	Capital and O&M	\$18,000,000.00 \$12,000,000.00	\$30,000,000.00	N/A			
21		ITEM IS DEFERRED		1					N/A	Three (3) Years w/One (1) - One (1) Yr. Renewals Start: 01/01/2024 End: 12/30/2027	N
					Con	nsent Agenda	Action				
Committee Members in Attendance	Names	Ted Phillips	ļ.	, ]	David Eman	uel		Mark Stultz	for Laura Schepis	_	
Motion by:	N	Iark Stultz									
Second By:	D	avid Emanuel									
Committee Decision	A	pproved									
				.0		d Regular Ago	enda Signatur	es			
Budget	Name/Title \	Stophanul	Mille	aly							
Awards Chairman	Name/Title	Theodore	B Ph	illips CFO	)						
Procurement	Name/Title	Lisa Po	Lasa	rts							
Legal	Name/Title	Rebecca	Lav	ie							

# JEA Awards Agenda November 30, 2023

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

Teams Meeting Info

# **Consent Agenda**

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

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1	Minutes	Minutes from 11/16/2023 Meeting	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Change Order	108-18 Engineering Services for the Arlington East Water Reclamation Facility (WRF)	Melendez	Hazen and Sawyer	Capital	\$7,060,822.00	\$813,750.00	\$15,023,585.00			Y - This Increase
2	The scope of work for This change order requ system sized with a fir	this contract includes the design, services test is for the design and SDC to increase m 8 mgd capacity. The proposed project	the reclaimed water (I	SDC) and acceptance testing for various up RW) production at the Arlington East WRI capacity of the plant to 25 mgd with peak o past projects. The hourly rates used to de	F. The plant is currently permitted for flows up to 75 mgd. This increased	or 25 mgd per day annual averag I capacity is needed to comply v	ge daily flow with peak flow with new Florida statutes con		08/28/2020 - \$78,560.00 03/04/2021 - \$7,137,148.00 06/07/2021 - \$135,318.00 03/28/2022 - (\$426,313.00) 02/09/2023 - \$224,300.00	Project Completion Start: 04/01/2019 End: 08/04/2028	CSI Geo, Inc \$127,073.00  Four Waters Engineering - \$339,455.00  Smith Surveying Group LLC - \$140,935.00
	Joint Project	University Blvd (SR109) - Phillips Hwy to Cagle Rd	Melendez	Florida Department of Transportation (FDOT)	Capital	\$2,169,957.00	N/A	\$2,169,957.00			
3	For additional informate This is to request a pre	will be replacing 1800 LF of 6" asbestos-	ordance with the JEA/l	FDOT Master Agreement, for utility work om East of Phillips to Cagle Rd. This will i main inside a steel casing. Once all regulat	include new services, crossing and si	ide street connection. The new		roadway with new service connections and	N/A	Project Completion Start:12/15/2023 End: 12/15/2026	N
	To reduce JEA constru Agreement.	nction/maintenance of traffic costs, as well  1411398046 - Kennedy Generating		e impacts to JEA's rate payers, these adjus	, ,	•	•				
	Invitation for Bid (IFB)  Advertised: 09/07/202 Opened: 10/31/2023 Two (2) Bids Received		Young	Entact, LLC	O&M	\$21,077,329.09	\$21,077,329.09	\$21,077,329.09		Project Completion	Y  GEC Trucking and Construction (Supply and Delivery of Imported Fil
4	The Kennedy Generation of assessments, analysis.  The scope of work incremoval and backfill, Commonwealth of the scope of	ng Station (KGS) former wood treating si s of remedial alternatives, and design wor ludes: mobilization and site setup, water p Corrective Action Management Unit (CAM	rk, JEA and its consult	tant submitted the 100% design package for te shipment, site clearing, construction of e	or Corrective Measures Implementate erosion control measures, monitoring	ion to the FDEP.  well abandonment and protecti	on, hot spot excavation usin	nt Order. After a multi-decade progression g large diameter augers, shallow soil and existing system elevation, closure turf	N/A	Start: 01/02/2024 End: 01/02/2025	Material) - 10.5% - \$2,213,119.55  CSI Geo, Inc. (Chemica and Geotechnical Soil Testing) - 0.17% - \$35,831.46
	Request for Proposals (RFP)	1411373846 - District II (Cedar Bay) Water Reclamation Facility Entrance Design	McElroy	Matthews Design Group, LLC	Capital	\$73,075.00	N/A	N/A			
5		29/2023 seived sion contact: Elaine Selders							N/A	Project Completion Start Date: 01/01/2024 End Date: 08/31/2024	Y Simes & Rosch – 22%, \$16,200.00 (Electrical) Legacy Engineering –
	Two (2) bidders attend	ed the optional Pre-Proposal Meeting on	08/21/2023. To unders	sign a new plant entrance to the Cedar Bay stand reasons for low participation in the o	ptional meeting JEA sought correspo	ondence with other potential co	mpanies. One company state	ed they would submit a response although		3%, \$2,500.00 (Geotechnical)	

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	Renewal	1410694646 - Medical ASO, Pharmacy Benefit Management Services, Stop Loss and Chronic Condition Management Services	Emanuel	Blue Cross and Blue Shield of Florida, Inc. DBA Florida Blue	Self-Funded Medical Claims Pass Through	\$33,082,500.00	\$31,974,077.00	\$65,056,577.00			
6	This Award requests a of JEA.  This is the first one-ye	ation contact: Elaine Selders a one-year contract renewal for the Medica ear renewal which includes a rate hold for t	he administration	Medical Administrative Services Only (ASO), on (ASO) of the Health Plan at \$45.36 per employence which fluctuates based on enrollment and was	loyee per month fee for the initial Plan Y	Year. This rate is guaranteed	•		N/A	One (1) Year w/Four (4) – One (1) Yr. Renewals  Start Date: 01/01/2023 End Date: 12/31/2024	N
	Renewal	030-21 - Dental Insurance Plans	Emanuel	Metropolitan Life Insurance Company	Self-Funded Medical Claims Pass Through	\$1,500,000.00	\$1,347,874.20	\$4,247,874.20			
7	This Award requests a	ation contact: Elaine Selders a one-year contract renewal for the Dental le-year renewal for this contract. MetLife ha	d a rate guarante	The first one-year renewal was completed on le for the first two years and a 5% rate cap for IEA will rebid the services. It should be noted	the third and fourth years of the contrac	ct. The 5% PPO rate increase			12/08/2022 - \$1,400,000.00	One (1) Year w/Four (4) – One (1) Yr. Renewals  Start Date: 01/01/2022 End Date: 12/31/2024	N
	Renewal	1410758047 - Basic Life/Accidental Death & Dismemberment (AD&D), Voluntary Life/AD&D, Stand-Alone Voluntary AD&D, Short Term Disability, Long Term Disability And Family Medical Leave Act (FMLA) Administration Services	Emanuel	Standard Insurance Company	Self-Funded Medical Claims Pass Through	\$2,880,000.00	\$2,572,472.00	\$5,452,472.00		One (1) Year w/Four (4) – One (1) Yr. Renewals	
8	This Award requests a Administration Service	ation contact: Elaine Selders a one-year contract renewal for Basic Life/ses. car renewal. The rates are guaranteed for the		a & Dismemberment (AD&D), Voluntary Life end of the three (3) year period, JEA and ou	,		·		N/A	Start Date: 01/01/2023 End Date: 12/31/2024	N
	Contract Increase/Renewal	1410583446 - Facilities Roofing Repair and Installation Services	McElroy	Register Roofing & Sheet Metal Inc.	O&M/Capital	\$2,023,450.18	\$1,264,064.48	\$3,287,514.66		One (1) Year w/Three (3) – One (1) Yr.	
9	This Award requests a renewal was complete  This two (2) year rene	a contract increase and a two (2) year renewed on 02/28/2023 and no additional funds w	vere required at to	ties Roofing Repair and Installation Services conat time.  Roofing has perfomed satisfactorily and has he		,			07/14/2022 - \$48,600.00	Renewals  Start Date: 06/01/2022 End Date: 05/31/2026	N
	Invitation for Bid (IFB)	1411386246 - Hand and Power Toools for Inventory Stock	McElroy	Anixter/Wesco Ferguson Enterprises, LLC. MSC Industrial Supply Co. Vallen Distribution, Inc. Bishop Lifting/Certified Slings & Supply Gresco Supply, Inc	0	\$914,314.35 \$165,629.90 \$154,805.95 \$96,738.47 \$26,580.00 \$12,601.25	NA	\$1,370,669.92			
10		rticipated 0/19/2023 ceived ation contact: Eddie Bayouth							NA	One (1) Year w/Two (2) - 1 Yr. Renewals Start: 12/05/2023 End: 12/4/2024	s N
	In this solicitation JEA  JEA evaluated this sol	A implemented safeguards for the vendors a	and JEA by allov	ring for price adjustments based on the Consurually. Based on a last price paid comparison was a five (5) year contract and most of the vertical contract and most of the vertical contract.	mer Price Index (CPI) annually before a of the 573 items that vendors bid on, JE.	renewal.  A will see a 14.1% increase i		bought. This increase is in line with			

2

ards Minutes 11.30	J.23										
Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	Award Amount	Original Award Amount	New Not-to-Exceed	Amendments	Term (Projected) Start Date - End Date	JSEB Participation (Y/N) If Y, then list company name(s) (%, \$ - awarded)
	Single Source	N/A#, CGI Field Management System (FMS-CAD) Software Support	Selders	CGI Technologies and Solutions Inc.	O&M	\$351,587.00	N/A	\$351,587.00			
	For additional Informa	tion Contact:									
11				na Software Support Agreement from 12/01/20 ed by \$11,232 based on the CCPI index of 3.3	rms and conditions of the current software	N/A	One Year (1) Start: 12/1/2023 Finish: 11/20/2024	N			
	JEA is only awarding this for one (1) year due to the upcoming capital upgrade project beginning January 2024. The negotiations for the project will include a plan for the new versions of the application and its support.										
	_				Co	onsent Agenda	Action				
Committee Members in		Ted Phillips .	Laura	Schepis, David Ema	nuel						
Attendance	Names			• /							
Motion by:	David l	Emanuel									
Second By:	Laura	Schepis									
Committee Decision	Approv	ved									
					Consent ar	nd Regular Ago	enda Signatuı	res			
Budget	Name/Title	Stophanu M Neal	M.								
Awards Chairman	Name/Title	Theodore	3 Phile	lips CFO							
Procurement	Name/Title	<u>99</u> MMM		CPO							
Legal	Name/Title	Rebecca La	evie								

#### JEA COST PARTICIPATION AGREEMENT FOR

#### EXTENSION OF UTILITY SYSTEM

THIS AGREEMENT, made and entered into this \_\_\_\_\_\_day of \_\_\_\_\_by and between Three Rivers Developers, LLC, a Delaware limited liability company, whose address is 7807 Baymeadows Road East, Suite 205, Jacksonville, Florida 32256 (hereinafter called "Developer"), and JEA, whose address is 21 W. Church St., Jacksonville, FL 32202 (hereinafter called "JEA").

#### **RECITALS**

WHEREAS, Developer owns certain real property in <u>Nassau County</u>, Florida, which is more particularly described on <u>Exhibit "A"</u> attached hereto and, by reference made a part hereof (hereinafter referred to as "Developer Property"); and

WHEREAS, Developer has plans to develop immediately the Developer's Property by platting and/or other improvements thereon consisting of: 2021-3527 Tributary Phase lB Unit 8 subdivision consisting of 79 single family units (hereinafter referred to as the "Development"); and

WHEREAS, Developer desires to extend existing and proposed improvements to JEA's water, wastewater and/or reclaimed water system (hereinafter called "JEA's Utility System") to serve the Development by:

Approximately 1798 feet of 16" water main (44% participation) (hereinafter called "Developer's Extension"); and

WHEREAS, JEA is willing to expand JEA's Utility System to provide such service, so that the Development may have furnished to it and to its occupants an adequate water supply and wastewater disposal system, as applicable, subject to all the terms and conditions of this Agreement; and

WHEREAS, JEA and the Developer recognize that water is a natural resource of limited supply and wastewater treatment and disposal is a ne cessity for public health and thus, the water supply and disposal of wastewater must be regulated and controlled and the subject only of a reasonable and beneficial use to assure an adequate supply of water and adequate wastewater treatment capacity for all members of the public served by JEA; and

WHEREAS, the Developer and JEA further recognize that the supply of water and wastewater disposal service by JEA to the Development is subject to regulation, prohibition, limitation and restriction by lo cal, state and federal governmental agencies, as well as JEA; and

WHEREAS, in order to facilitate the timely completion of the expansion of JEA's Utility System, the Developer and JEA wish to set forth the terms and conditions for sharing the cost of the construction and installation of the Developer's Extension.

NOW, THEREFORE, in consideration of the mutual undertakings and agreements herein contained and assumed, and other good and valuable consideration, receipt of which is hereby acknowledged, Developer and JEA hereby covenant and agree as follows:

- 1. <u>Effect of Recitals.</u> The above recitals are incorporated into the body of this Agreement and are adopted as findings of fact.
- 2. <u>Term.</u> The term of this Agreement shall begin upon execution by both parties (the "Effective Date") and shall end upon acceptance by JEA of Developer's Extension unless earlier terminated as provided here in, but in no event shall the term of this Agreement exceed three (3) years from the Effective Date. Notwithstanding anything to the contrary herein, JEA and Developer shall, upon written mutual consent extend the term of this Agreement for a period not to exceed one year if such extension is necessary to complete the Developer's Extension, so long as Developer is making progress toward completio n.
- 3. <u>Conveyance of Developer's Extension</u>. Developer shall, in accordance with the terms of this Agreement, ill complete the Developer's Extension on or before <u>September 30, 2027</u> and (ii) cause to be conveyed to JEA by a bill of sale, free and clear of all encumbrances, the Developer's Extension in consideration for the payment by JEA to Developer of the lump sum price of <u>305,865.17</u> ("Contract Price"), [which sum represents the difference between the value of the Developer's Extension as constructed and the value of Developer's Extension that would have been required to solely serve the Development less the value of upsizing the infrastructure pursuant to Section 2.2 of the JEA Cost Participation Policy] OR [which sum represents JEA's cost participation percentage as set forth in Section 2.1 of

the JEA Cost Participation Policy], pursuant to Section 8 of this Agreement. Developer shall submit to JEA engineering plans and specifications for the Developer's Extension prepared by Developer's engineer and at Developer 's cost, which plans, and specifications shall be approved in writing by JEA prior to any construction, subject to and in accordance with Section 5 of this Agreement. Said plans and specifications shall comply with the JEA Water and Wastewater standards in effect at the time the plans and specifications are submitted to JEA. All construction of Developer's Extension shall be done by the Developer at Developer's cost pursuant to JEA's Cost Participation Policy and Procurement Code, and shall be consistent with JEA's Water and Wastewater Standards. Following conveyance of the Developer's Extension by Developer, and acceptance by JEA, Developer's Extensi on, additions, repairs and replacements thereto shall at all times remain the sole, complete and exclusive property of and under the control of JEA, and the Developer shall have no right or claim in and to the Developer's Extension, but the Developer's Extension shall be used for providing service to the Development.

- 4. <u>Contractor Selection.</u> Developer shall procure all contractors performing work in connection with the construction and installation of the Developer's Extension in compliance with the applicable provisions of the JEA Procurement Code and Cost Participation Policy. Contractor selection shall be subject to the consent of JEA, which shall not be unreasonably withheld, conditioned, or delayed.
- 5. <u>Plans</u>. Prior to commencement of construction, Developer shall submit construction plans for the Developer's Extension to JEA that include, at a minimum, a route survey depicting all improvements located in rights-of-way and/or dedicated easements, including, but not limited to, roads, driveways, landscaping, right-of-way boundaries, easements, and existing utilities. JEA will review said plans for constructability, hydraulic efficiency and conformity with JEA specifications. *Soft digs and geotechnical surveys may be required and will be determined during the plan review phase*. Upon satisfactory completion of the aforementioned plan review process, a minimum of five (5) sets of signed and sealed engineering plans must be submitted to JEA Environmental Services for FDEP permit processing.

Once construction has commenced, Developer may not modify construction plans without JEA's written approval, which shall not be unreasonably withheld.

- 6. <u>Performance Bond</u>. Developer shall not begin construction on the Developer's Extension until it has posted a performance bond in the amount set forth in the bid awarded for the construction of the Developer's Extension in a form acceptable to JEA guaranteeing completion of the Developer's Extension.
- 7. <u>Permits.</u> The Developer shall be responsible for procurement of all applicable permits and will submit to JEA one (1) copy of each permit issued for the Developer's Extension e.g.: FDEP, SJRWMD, applicable FDOT, County or City right of way permits, railroad crossing, etc. JEA reserves the right to withhold funding until all applicable permits have been obtained.
- 8. <u>Contract Price</u>. The Contract Price constitutes the total lump sum compensation payable to the Developer under this Agreement. All duties, responsibilities and obligations assigned to or undertaken by the Developer shall be at the Developers expense without change in the Contract Price. Should Developer make any changes to the design, plans and/or specifications after receiving JEA's approval under Section 5 above, any additional costs associated with these changes shall be the responsibility of the Developer. Should circumstances be found by the awarded contractor which were not included in Developer's design, plan and specifications and result in additional costs to the awarded contractor, these additional costs shall be the sole responsibility of the Developer. JEA approval of any modification of construction plans is solely for the purposes of confinning that such modification is consistent with applicable JEA Water and Wastewater Standards and does not constitute consent on the part of JEA for assumption of additional costs associated with such modification.
- 9. <u>Developer's Representative</u>. The Developer is responsible for management of the construction phases of the Developer's Extension and will appoint a qualified professional engineer ("Engineer") licensed in the State of Florida as its project representative during the construction period. The Engineer will make visits to the site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as a qualified design professional the progress that has been made and the quality of the various aspects of the executed work for the Developer's Extension. Based on information obtained during such visits and observations, Engineer will endeavor on the behalf of the Developer to determine, in general, if the work is proceeding in accordance with the plans described in Section 5 of this Agreement, any document described on Exhibit B, and the construction contract for the Developer's Extension.
- 10. <u>Project Close-out and Acceptance</u>. Project close out shall occur when the Developer has completed the construction and acceptance processes for the Developer's Extension as stated herein and in Exhibit B titled, "JEA Project Checklist" and likewise satisfied the terms of this Agreement in full.
- 11. <u>Payment Procedures</u>. Upon review of the Developer's Application for Payment by JEA's construction inspector, JEA shall make a 50% progress payment on account of the Contract Price. This 50% payment shall be measured by the schedule of values included in the Contract Price or in the case of unit price work, based on the number of units completed.
- (a) Final Payment Upon completion of the Developer's Extension in accordance with the project close-out and acceptance process as stated in Section 10 herein, the Developer shall submit to JEA a request

for final payment for the balance of the Contract Price. Upon review and approval of JEA Project Manager but no later than forty five (45) days after written request from Developer, JEA will pay the balance of the Contract Price.

- (b) The Developer warrants and guarantees that title to all work, materials, and equipment covered by any Application for Payment whether incorporated in the Developer's Extension or not, will pass to JEA no later than the time of payment free and clear of all liens, judgments, encumbrances and mortgages.
- 12. <u>Indemnification and Hold Harmless Provisions</u>. In special consideration of the work herein described, the sufficiency of which is hereby acknowledged, Developer hereby agrees as follows:

Developer shall hold harmless, indemnify and defend JEA and its officers, employees, agents, and contractors against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (in cluding, but not limited to reasonable attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death or damage to property arising out of or incidental to this Agreement, whether or not such injury is due to or caused by the negligence of JEA or othe rwise, excluding only the sole gross negligence and willful misconduct of JEA.

- 13. Grant of Easement and or Deed Rights. Developer shall grant to JEA, its successors and assigns, the (i) non-exclusive, perpetual right, privilege and easement to construct, reconstruct, operate, maintain, repair, replace, improve, alter, remove, relocate and inspect water transmission and distribution mains, wastewater collection mains, reclaimed water distribution mains, pipe lines, lateral lines, valves, connections and appurtenant equipment over, across and under a twenty (20) foot strip of land centered on where the system lies on the Developer's Property or (ii) for pump or lift stations, a fee simple conveyance by Special Warranty Deed over property of variable dimensions together with the non-exclusive right of ingress and egress for both (i) and (ii). The easement rights granted with respect to public places shall be subject to the authority of the public authority having jurisdiction over such public places. Prior to JEA providing service to the Development, Developer shall execute a grant or grants of easement and or deed, in recordable form to be approved by JEA, specifically granting to JEA the above rights necessary, in the discretion of JEA, to provide water and wastewater utility service to the Developer's Property. Nothing contained in this Agreement shall prevent Developer or any subsequent owner ofDeveloper's Property from exercising itself or granting exclusive or non-exclusive rights, privileges and/or easements to any other parties for the furnishing of utility services other than water and wastewater, provided that JEA's use, occupancy and enjoyment of its easements are not unreasonably interfered with. JEA shall not be obligated to furnish any water or wastewater service to any building which may be built on Developer's Property to which it does not have access.
- 14. <u>Developer's Right to Connect.</u> Provided that Developer has complied with the terms of this Agreement and provided that the Developer's Extension is installed with the approval of JEA and in compliance with the requirements of all public, governmental or other agencies having supervision, regulation, direction or control of such water and wastewater utility systems, JEA shall allow Developer or its successors in-title to connect the Developer's Extension into JEA's Utility System.
- 15. <u>Contract Administration</u>. Developer shall be responsible for administering all aspects of the construction contract for the construction of Developer's Extension, including, but not limited to, review and processing of invoices and other contract documents, review and resolution of technical issues (whether foreseen or unforeseen) that arise during construction, and facilitating project close-out upon completion of construction. Developer shall be responsible for all costs associated with

said contract administration. It shall also be Developer's responsibility to coordinate construction schedules of its contractors.

- 16. JEA's Right of Termination of Agreement and Service. Unless there is a material default of this Agreement by JEA which is not cured within thirty (30) days following the receipt by JEA of Developer's notice of such default, JEA shall have the right to refuse to provide service, the right to terminate service to any building within Developer's Property, and the right to terminate this Agreement in the event Developer defaults or fails to comply with any of the terms and conditions of this Agreement in a timely manner and fails to cure such default or fails to comply within ten (10) days following the receipt by Developer of JEA's notice of such default or failure to comply. In the event of termination, Developer shall be responsible for all actual costs of removing the connection and restoring JEA's water and/or sewerage system(s) to the condition(s) existing immediately prior to the connection(s).
- 17. Force Majeure. Neither party shall be liable or responsible to the other party as a result of injury to property or person, or failure to comply with the terms hereof, proximately caused by Force Majeure. The term "Force Majeure" as employed herein shall be acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, wars, blockades, riots, acts of Armed Forces, pandemics, epidemics, delays by carriers, inability to obtain materials or right-of-way on reasonable terms, acts of public authorities, acts of vandals or other third parties, or any other causes whether or not of the same kind as enumerated herein which are beyond the control of the party claiming force majeure and qualify under Florida's impossibility of performance principles.
- 18. Approval by Governmental Agencies. JEA's obligations under this Agreement are contingent upon Developer obtaining all necessary approvals for Developer's Extension from all applicable governmental agencies. Developer hereby assumes the risk of loss as a result of the denial or withdrawal of the approval of any concerned governmental agency, or caused by an act of any governmental agency which affects the ability of JEA to provide water, wastewater and/or reclaimed water service to Developer not within the sole control of JEA and which, by exercise of due diligence, JEA is unable to overcome.
- 19. No Prohibition of Further Extension. This Agreement shall not prohibit or prevent JEA from extending JEA's utility system in or to areas not referred to herein to serve other developers or consumers; provided, however, such extension of utility service shall not cause the Developer's Extension to become overloaded and shall not adversely affect the reservation of capacity.
- 20. <u>Modification of Development Plans</u>. Should the Developer modify its development plans for Developer's Property which would require greater water usage, greater fire flows, additional water facilities, greater wastewater flows, or additional wastewater facilities than the water and wastewater demands designed and approved under the engineering plans and specifications which are the subject of this Agreement, then Developer shall enter into a new agreement with JEA providing for the construction of such additional water or wastewater facilities meeting all JEA's and governmental design requirements and shall pay all additional contributions and fees as may be authorized by JEA's Tariff or the Florida Public Service Commission, or its successor, at the date said new agreement is executed.
- 21. <u>Notice of Connection to Wastewater System.</u> Developer shall give JEA written notice that Developer is connecting the Developer's Extension to JEA's wastewater collection system no less than two (2) days prior to said connection for

inspection. If Developer fails to give said written notice, JEA may require Developer to uncover and expose said connection for inspection, at the sole cost of Developer.

- 22. <u>Connection of Buildings.</u> Developer shall at its sole cost and expense connect the private property water pipes and the private property wastewater pipes of each building constructed on Developer's Property to the meters and wastewater laterals of Developer's Extension as reflected in plans and specifications approved by JEA.
- 23. <u>Application for Service.</u> Developer, its successors, or the occupant(s) of the Developer's Property, shall make written application to JEA for the opening of an account(s) for service. Said application is to be made only after the payment of all costs set forth herein. At the time of making said application for service, the applicant shall pay all service charges as set forth in JEA's Tariff.
- 24. <u>Notice of Transfer of Developer's Property.</u> Developer agrees to provide proper written notice to JEA of the actual date of the legal transfer of water and wastewater services from Developer to any third party. Developer shall remain responsible for all costs and expenses, including utility bills, which arise as a result of Developer's failure to notify or improper notification to JEA.
- 25. <u>Insurance.</u> Developer shall not commence work under this Agreement until it has obtained insurance in the types and amounts set forth in Exhibit C, attached hereto and incorporated herein, and provided JEA with Certificates of Insurance naming JEA as additional insured.
- 26. <u>No Prohibition of Further Extension</u>. This Agreement shall not prohibit or prevent JEA from extending JEA's utility system in or to areas not referred to herein to serve other developers or consumers; provided, however, such extension of utility service shall not cause the Developer's extension to become overloaded and shall not adversely affect the reservation of capacity.
- 27. <u>Modification of Development Plans</u>. Should the Developer modify its development plans for Developer's Property which would require greater water usage, greater fire flows, additional water facilities, greater wastewater flows, or additional wastewater facilities than the water and wastewater demands designed and approved under the engineering plans and specifications which are the subject of this Agreement, then Developer shall enter into a new agreement with JEA providing for the construction of such additional water or wastewater facilities meeting all JEA's and governmental design requirements and shall pay all additional contributions and fees as may be authorized by JEA's Tariff or the Florida Public Service Commission, or its successor, at the date said new agreement is executed.

#### 28. Miscellaneous.

- (a) This Agreement supersedes all previous agreements or representations either verbal or written heretofore in effect between Developer and JEA and made with respect to the matters contained herein, and when duly executed constitutes the complete Agreement between Developer and JEA. Any amendment to this Agreement shall be in writing and executed by the fully authorized representatives of Developer and JEA.
- (b) Developer is an independent contractor in the performance of all activities under this Agreement. Nothing in this Agreement shall be construed to create an employment, agency, or partnership relationship between Developer and JEA.

- (c) No third-party beneficiary status or interest is conveyed to any third party by this Agreement.
- (d) Except as provided herein, neither Developer nor JEA shall assign, transfer, or sell any of the rights created under, or associated with, this Agreement without the express written consent of the non-assigning party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, nothing in this section shall prevent Developer from assigning or otherwise transferring its rights and duties under this Agreement to an affiliate, subsidiary, or parent company of Developer upon written notice to JEA.
- (e) Developer shall maintain records sufficient to document completion of the work performed under this Agreement. Upon JEA's request, Developer shall allow JEA to audit its financial and operating records with respect to the Developer's Extension for the purpose of determining invoice accuracy or otherwise assessing compliance with this Agreement. Developer agrees to allow JEA personnel or their qualified representative access such records at Developer's offices upon reasonable notice. All audit work will be done on Developer's premises, and no Developer documentation will be removed from Developer's offices. Developer agrees to have knowledgeable personnel available to answer questions for the auditors during the time the auditors are at Developer's offices and for a period of two weeks thereafter. Developer shall provide to JEA audited financial statements for the most recent fiscal year upon JEA's request no later than five days after receipt of written request from JEA.
- (f) This Agreement was made and executed in Jacksonville, Florida, and shall be interpreted and construed according to the laws of the State of Florida. Litigation involving this Agreement, or any provision thereof shall take place in the State or Federal Courts located in Jacksonville, Duval County, Florida.
- (g) Should any provision of the Agreement be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions will not be impaired.
- (h) The headings used in the paragraphs of this Agreement are solely for the convenience of the parties and the parties agree that they shall be disregarded in the construction of this Agreement.
- (i) This Agreement shall inure to and be binding upon the heirs, successors and assigns of the parties hereto. It is understood that Developer may assign its rights hereunder to successor/owners of the Developer's parcels of real property included in the Developer's Property.
- (j) In the event that any party is required to commence or defend any action or proceeding against the other in order to enforce the provisions hereof or to challenge the provision hereof, the prevailing party in such action shall be entitled to recover, in addition to any amounts or relief otherwise awarded, all costs incurred in connection therewith, including reasonable attorneys' fees, costs, and expenses incurred pretrial, at trial, and on appeal.

IN WITNESS WHEREOF, the parties hereto have duly executed this contract, in duplicate, the date and year first above written.

ATTEST:	JEA
Digitally signed by Robert Zammataro Date: 2023.10.09	Pedro A  Melendez  Date: 2023.10.26 14:54:48  Odd: 00'
Robert J. Zammataro, PE	Pedro A. Melendez, PE
Director W/WW Planning & Development	VP Planning Engineering & Construction
ATTEST:	Three Rivers Developers, LLC a Delaware limited liability company
Witness Signature	Liam O'Reilly, Vice President
Gregg F. Kern	
Print or Type Name	

I hereby certify that the expenditure contemplated by the foregoing contract has been duly authorized, and
provision has been made for the payment of the monies provided therein to be paid.

Laure A Whitmer

Laure A. Whitmer
Director of Budgets

Form Approved:

Office of General Counsel

# Exhibit A

# <u>Developer's Property Legal</u> Description

# (Attached)

A PORTION OF THEW. LOFTON GRANT, SECTION 44, TOWNSHIP 2 NORTH, RANGE 26 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE MOST EASTERLY CORNER OF THE TRACT 25 AS SHOWN ON THE PLAT OF TRIBUTARY PHASE 1A UNIT ONE AS RECORDED IN THE OFFICIAL RECORD BOOK 2378, PAGE 217, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, THENCE NORTH 65°28'35" EAST, SOUTHERLY LINE OF SAID PLAT OF TRIBUTARY PHASE 1A UNIT ONE, A DISTANCE OF 261.23 FEET; THENCE SOUTH 81°54'23" EAST, CONTINUING ALONG LAST SAID LINE, 466.10 FEET, TO THE SOUTHERLY LINE OF THE PLAT OF TRIBUTARY PHASE 1A UNIT TWO, AS RECORDED IN THE OFFICIAL RECORD BOOK 2434, PAGE 703, OF SAID PUBLIC RECORDS; THENCE SOUTH 82°37'00" EAST, ALONG LAST SAID LINE, 282.71 FEET, TO THE WESTERLY LINE OF THE PLAT OF TRIBUTARY PHASE 1A UNIT THREE, AS RECORDED IN THE OFFICIAL RECORD BOOK 2434, PAGE 712, OF SAID PUBLIC RECORDS; THENCE SOUTHERLY AND SOUTHEASTERLY ALONG LAST SAID LINE RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES; COURSE NO. 1: SOUTH 03°31'37" EAST, 576.37 FEET; COURSE NO. 2: SOUTH 22°13'27" EAST, 232.92 FEET; COURSE NO. 3: SOUTH 28°45'45" EAST, 222.86 FEET; THENCE SOUTH 78°47'14" WEST, 251.67 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 436.00 FEET, AN ARC DISTANCE OF 176.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 00°13'26" WEST, 175.46 FEET; THENCE NORTH 74°13'21" WEST, 4.97 FEET; THENCE SOUTH 15°46'39" WEST, 60.00 FEET; THENCE SOUTH 74°13'21" EAST, 6.44 FEET; THENCE SOUTH 15°46'39" WEST, 142.33 FEET; THENCE SOUTH 55°49'13" WEST, 90.20 FEET; THENCE SOUTH 00°50'18" WEST, 158.43 FEET; THENCE SOUTH 54°02'38" WEST, 499.97 FEET; THENCE NORTH 75°49'37" WEST, 199.87 FEET; THENCE NORTH 59°36'51" WEST, 6.52 FEET; THENCE NORTH 55°49'13" EAST, 103.88 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, ALONG AND AROUND THE ARCOF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 335.00 FEET, AN ARC DISTANCE OF 49.15 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 51°37'01" EAST, 49.11 FEET; THENCE NORTH 42°35'10" WEST, 70.00 FEET, TO THE ARC OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 265.00 FEET, AN ARC DISTANCE OF 38.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 51°37'01" WEST, 38.85 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 55°49'13" WEST, 137.17 FEET; THENCE NORTH 59°36'51" WEST, 104.52 FEET; THENCE NORTH 85°00'38" WEST, 208.88 FEET; THENCE NORTH 68°54'54" WEST, 204.52 FEET; THENCE NORTH 77°51'27" WEST, 100.95 FEET, TO THE WESTERLY LINE OF TRIBUTARY

PHASE 1A UNIT SIX AS RECORDED IN THE OFFICIAL RECORD BOOK 2504, PAGE 1849, OF SAID PUBLIC RECORDS; THENCE NORTHEASTERLY, NORTHERLY, AND NORTHEASTERLY ALONG LAST SAID LINE RUN THE FOLLOWING NINE (9) COURSES AND DISTANCES; COURSE NO. 1: NORTH 31°58'16" EAST, 70.32 FEET; COURSE NO. 2: NORTH 05°25'46" EAST, 263.35 FEET; COURSE NO. 3: NORTH 33°52'16" EAST, 283.47 FEET; COURSE NO. 4: NORTH 44°44'47" EAST, 699.59 FEET; COURSE NO. 5: NORTH 72°25'51" WEST, 10.56 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHWESTERLY; COURSE NO. 6: NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 295.00 FEET, AN ARC DISTANCE OF 186.98 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 54°16'21" WEST, 183.87 FEET; COURSE NO. 7: NORTH 53°53'09" EAST, 90.00 FEET, TO THE ARC OF A CURVE LEADING NORTHWESTERLY; COURSE NO. 8: NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 205.00 FEET, AN ARC DISTANCE OF 41.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 30°19'08" WEST, 41.40 FEET; COURSE NO. 9: NORTH 24°31'25" WEST, 430.07 FEET, TO THE POINT OF BEGINNING.

CONTAINING 44.22 ACRES, MORE OR LESS.

#### Exhibit B

### JEA Project Checklist

Project Name:		An ilability #:	
Engintt-1':		Phone:	
De.eloper:		Phone:	
<b>u</b> - ContractoT:		Phonr:	
Address of <b>Pu</b> r	np/Lift Station:		
Electric eter#	+:		
Service Provid			
sewer code, w		onmenls: 1bis is required nn appurtenances in the system(s) A Notarized•	
	<b>Waw au*;</b> 2-year con lahlre & must illclllde C	tractor warranty for infrastruct olltractor'slicellse i\o. •	ture improvement"s
· · · · · · · · · · · · · · · · · · ·		te in accordance with para 65. Lal sig11ah,,-e with PE sea.	
by the owner of		lrtion: The original affidavit sl should address <i>IEA</i> , not the C	1

<u>Sc hedulr of Values</u>: Be sme to include all applicable project infonnation, including pump station infonnation at the bottom of the document

### As-Built ApprovaJLcttuW

Clearance Certificates on " 'ater. St'Wl'r and Reclaim fains:

Letters of c cation from JEA and/or FDEP.

App roTed Deed of Drdication, Easement(s), Rrcordrd Plat, Hold Har mless Agrtt ment

<u>Pump tation "S tart-Up":</u> A copy of the pump station start-up report with the name of the pump (ex. Myers), control panel (ex. Unitron) andpump site address.

<u>Record of FinaJ Insptttion</u>: Final inspection record should indicate attendees and deficiencies noted. The original with Project Engineer/Inspecor's Certification that all punch-list items have been satisfied.

Plr.ase submit all applicable documents for final utility acceptance and srnicr.

Revised J/3/2019

#### ExhibitC

#### Insurance Requirements

Before starting and until acceptance of the Work by JEA, and without further limiting its liability under the Contract, Developer shall procure and maintain at its sole expense, or shall require its contractor to procure and maintain, insurance of the types and in the minimum amounts stated below:

#### Workers' Compensation

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

#### Commercial General Liability

Premises-Operations, Products-Completed Operations, Contractual Liability, Independent Contractors, Broad Form Property Damage, Explosion, Collapse and Underground, Hazards (XCU Coverage) as appropriate; Insurance Limits: \$1,000,000 each occurrence, \$2,000,000 annual aggregate for bodily injury and property damage, combined single limit.

#### Automobile Liability

All autos-owned, hired, or non-owned; Insurance Limits: \$1,000,000 each occurrence, combined single limit.

#### Excess or Umbrella Liability

(This is additional coverage and limits above the following primary insurance: Employer's Liability, Commercial General Liability, and Automobile Liability); Insurance Limits: \$2,000,000 each occurrence and annual aggregate.

Developer's Commercial General Liability, Excess or Umbrella Liability and Professional Liability (if applicable) policies shall remain in force throughout the duration of the project and until the Work is completed to JEA's satisfaction. The Indemnification provision provided herein is separate and is not limited by the type of insurance or insurance amounts stated above.

Developer shall specify JEA as additional insured for all coverage except Workers' Compensation and Employer's Liability. Such insurance shall be primary to any and all other insurance or self-insurance maintained by JEA. Company shall include a Waiver of Subrogation on all required insurance in favor of JEA, their board members, officers, employees, agents, successors and assigns.

Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to JEA. Prior to commencing any Work under this Contract, certificates evidencing the maintenance of the insurance shall be furnished to JEA for approval. Company's and its subcontractors' Certificates of Insurance shall be mailed to JEA (Attn. Risk Management Services), 21 West Church Street, Tl 2, Jacksonville, FL 32202-3139.

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

Any contractors or subcontractors of Developer shall procure and maintain the insurance required of Developer hereunder during the life of the subcontracts. Subcontractors' insurance may be either by separate coverage or by endorsement under insurance provided by Developer. Developer shall submit subcontractors' certificates of insurance to JEA prior to allowing Subcontractors to perform Work on JEA's job sites.

Bid Item	Vallencourt		Jax Utilities	
Bid itelli	vallericourt	Management		
Mobilization	\$ 11,626.22	\$	13,000.00	
Erosion Prevention	\$ -	\$	33,000.00	
Coordination	\$ -	\$	15,000.00	
Water Main	\$ 670,100.70	\$	669,500.00	
Unsuitables	\$ 267.40	\$	500.00	
Stormwater Pollution Prevention	\$ -	\$	10,000.00	
Testing	\$ 1,897.42	\$	5,000.00	
Asbuilts	\$ 1,910.09	\$	15,000.00	
Bonding	\$ 9,346.28	\$	13,000.00	
Total	\$ 695,148.11	\$	774,000.00	
			_	
JEA Participation Amount				
(16" Water main - 44%)	\$ 305,865.17	\$	340,560.00	

# JEA COST PARTICIPATION AGREEMENT FOR EXTENSION OF UTILITY SYSTEM

THIS AGREEMENT, made and entered into this \_\_\_\_\_\_day of August, 2023 by and between **Three Rivers**Developers, LLC, a Delaware limited liability company, whose address is 7807 Baymeadows Road East, Suite

205, Jacksonville, Florida 32256 (hereinafter called "Developer"), and JEA, whose address is 225 North Pearl Street,

Jacksonville, FL 32202 (hereinafter called "JEA").

#### RECITALS

WHEREAS, Developer owns certain real property in <u>Nassau County</u>, Florida, which is more particularly described on Exhibit "A" attached hereto and, by reference made a part hereof (hereinafter referred to as "Developer Property"); and

WHEREAS, Developer has plans to develop immediately the Developer's Property by platting and/or other improvements thereon consisting of: <u>2021-5316 Edwards Road Phases 1 & 2</u> (hereinafter referred to as the "Development"); and

WHEREAS, Developer desires to extend existing and proposed improvements to JEA's water, wastewater and/or reclaimed water system (hereinafter called "JEA's Utility System") to serve the Development by:

Approximately 4.510 feet of 16" water main (44% participation) (hereinafter called "Developer's Extension"); and

WHEREAS, JEA is willing to expand JEA's Utility System to provide such service, so that the Development may have furnished to it and to its occupants an adequate water supply and wastewater disposal system, as applicable, subject to all the terms and conditions of this Agreement; and

WHEREAS, JEA and the Developer recognize that water is a natural resource of limited supply and wastewater treatment and disposal is a necessity for public health and thus, the water supply and disposal of wastewater must be regulated and controlled and the subject only of a reasonable and beneficial use to assure an adequate supply of water and adequate wastewater treatment capacity for all members of the public served by JEA; and

WHEREAS, the Developer and JEA further recognize that the supply of water and wastewater disposal service by JEA to the Development is subject to regulation, prohibition, limitation and restriction by local, state and federal governmental agencies, as well as JEA; and

WHEREAS, in order to facilitate the timely completion of the expansion of JEA's Utility System, the Developer and JEA wish to set forth the terms and conditions for sharing the cost of the construction and installation of the Developer's Extension.

**NOW,** THEREFORE, in consideration of the mutual undertakings and agreements herein contained and assumed, and other good and valuable consideration, receipt of which is hereby acknowledged, Developer and JEA hereby covenant and agree as follows:

- I. <u>Effect of Recitals</u>. The above recitals are incorporated into the body of this Agreement and are adopted as findings of fact.
- 2. <u>Term.</u> The term of this Agreement shall begin upon execution by both parties (the "Effective Date") and shall end upon acceptance by JEA of Developer's Extension unless earlier terminated as provided herein, but in no event shall the term of this Agreement exceed three (3) years from the Effective Date. Notwithstanding anything to the contrary herein, JEA and Developer shall, upon written mutual consent extend the term of this Agreement for a period not to exceed one year if such extension is necessary to complete the Developer's Extension, so long as Developer is making progress toward completion.
- Conveyance of Developer's Extension. Developer shall, in accordance with the terms of this Agreement, ill complete the Developer's Extension on or before September 30, 2027 and (ii) cause to be conveyed to JEA by a bill of sale, free and clear of all encumbrances, the Developer's Extension in consideration for the payment by JEA to Developer of the lump sum price of \$688,480.00 ("Contract Price"), [which sum represents the difference between the value of the Developer's Extension as constructed and the value of Developer's Extension that would have been required to solely serve the Development less the value of upsizing the infrastructure pursuant to Section 2.2 of the JEA Cost Participation Policy OR [which sum represents JEA's cost participation percentage as set forth in Section 2.1 of the JEA Cost Participation Policy], pursuant to Section 8 of this Agreement. Developer shall submit to JEA engineering plans and specifications for the Developer's Extension prepared by Developer's engineer and at Developer's cost, which plans, and specifications shall be approved in writing by JEA prior to any construction, subject to and in accordance with Section 5 of this Agreement. Said plans and specifications shall comply with the JEA Water and Wastewater standards in effect at the time the plans and specifications are submitted to JEA. All construction of Developer's Extension shall be done by the Developer at Developer's cost pursuant to JEA's Cost Participation Policy and Procurement Code, and shall be consistent with JEA's Water and Wastewater Standards. Following conveyance of the Developer's Extension by Developer, and acceptance by JEA, Developer's Extension, additions, repairs and replacements thereto shall at all times remain the sole, complete and exclusive property of and under the control of JEA, and the Developer shall have no right or claim in and to the Developer's Extension, but the Developer's Extension shall be used for providing service to the Development.
- 4. <u>Contractor Selection</u>. Developer shall procure all contractors performing work in connection with the construction and installation of the Developer's Extension in compliance with the applicable provisions of the JEA Procurement Code and Cost Participation Policy. Contractor selection shall be subject to the consent of JEA, which shall not be unreasonably withheld, conditioned, or delayed.
- 5. <u>Plans</u>. Prior to commencement of construction, Developer shall submit construction plans for the Developer's Extension to JEA that include, at a minimum, a route survey depicting all improvements located in rights-of-way and/or dedicated easements, including, but not limited to, roads, driveways, landscaping, right-of-way boundaries, easements, and existing utilities. JEA will review said plans for constructability, hydraulic efficiency and conformity with JEA specifications. *Soft digs and geotechnical surveys may be required and will be determined during the plan review phase*. Upon satisfactory completion of the aforementioned plan review process, a minimum of five (5) sets of signed and sealed engineering plans must be submitted to JEA Environmental Services for FDEP permit processing.

Once construction has commenced, Developer may not modify construction plans without JEA's written approval, which shall not be unreasonably withheld.

- 6. <u>Performance Bond</u>. Developer shall not begin construction on the Developer's Extension until it has posted a performance bond in the amount set forth in the bid awarded for the construction of the Developer's Extension in a form acceptable to JEA guaranteeing completion of the Developer's Extension.
- 7. <u>Permits</u>. The Developer shall be responsible for procurement of all applicable permits and will submit to JEA one (1) copy of each permit issued for the Developer's Extension e.g.: FDEP, SJRWMD, applicable FDOT, County or City right of way permits, railroad crossing, etc. JEA reserves the right to withhold funding until all applicable permits have been obtained.
- 8. <u>Contract Price</u>. The Contract Price constitutes the total lump sum compensation payable to the Developer under this Agreement. All duties, responsibilities and obligations assigned to or undertaken by the Developer shall be at the Developers expense without change in the Contract Price. Should Developer make any changes to the design, plans and/or specifications after receiving JEA's approval under Section 5 above, any additional costs associated with these changes shall be the responsibility of the Developer. Should circumstances be found by the awarded contractor which were not included in Developer's design, plan and specifications and result in additional costs to the awarded contractor, these additional costs shall be the sole responsibility of the Developer. JEA approval of any modification of construction plans is solely for the purposes of confirming that such modification is consistent with applicable JEA Water and Wastewater Standards and does not constitute consent on the part of JEA for assumption of additional costs associated with such modification.
- 9. <u>Developer's Representative</u>. The Developer is responsible for management of the construction phases of the Developer's Extension and will appoint a qualified professional engineer ("Engineer") licensed in the State of Florida as its project representative during the construction period. The Engineer will make visits to the site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as a qualified design professional the progress that has been made and the quality of the various aspects of the executed work for the Developer's Extension. Based on information obtained during such visits and observations, Engineer will endeavor on the behalf of the Developer to determine, in general, if the work is proceeding in accordance with the plans described in Section 5 of this Agreement, any document described on Exhibit B, and the construction contract for the Developer's Extension.
- 10. <u>Project Close-out and Acceptance.</u> Project close- out shall occur when the Developer has completed the construction and acceptance processes for the Developer's Extension as stated herein and in Exhibit B titled, "JEA Project Checklist" and likewise satisfied the terms of this Agreement in full.
- 11. <u>Payment Procedures.</u> Upon review of the Developer's Application for Payment by JEA's construction inspector, JEA shall make a 50% progress payment on account of the Contract Price. This 50% payment shall be measured by the schedule of values included in the Contract Price or in the case of unit price work, based on the number of units completed.
- (a) Final Payment Upon completion of the Developer's Extension in accordance with the project close-out and acceptance process as stated in Section IO herein, the Developer shall submit to JEA a request

for final payment for the balance of the Contract Price. Upon review and approval of JEA Project Manager but no later than forty five (45) days after written request from Developer, JEA will pay the balance of the Contract Price.

- (b) The Developer warrants and guarantees that title to all work, materials, and equipment covered by any Application for Payment whether incorporated in the Developer's Extension or not, will pass to JEA no later than the time of payment free and clear of all liens, judgments, encumbrances and mortgages.
- 12. <u>Indemnification and Hold Harmless Provisions.</u> In special consideration of the work herein described, the sufficiency of which is hereby acknowledged, Developer hereby agrees as follows:

Developer shall hold harmless, indemnify and defend JEA and its officers, employees, agents, and contractors against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not limited to reasonable attorney's fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death or damage to property arising out of or incidental to this Agreement, whether or not such injury is due to or caused by the negligence of JEA or otherwise, excluding only the sole gross negligence and willful misconduct of JEA.

- 13. Grant of Easement and or Deed Rights. Developer shall grant to JEA, its successors and assigns, the (i) non-exclusive, perpetual right, privilege and easement to construct, reconstruct, operate, maintain, repair, replace, improve, alter, remove, relocate and inspect water transmission and distribution mains, wastewater collection mains, reclaimed water distribution mains, pipe lines, lateral lines, valves, connections and appurtenant equipment over, across and under a twenty (20) foot strip of land centered on where the system lies on the Developer's Property or (ii) for pump or lift stations, a fee simple conveyance by Special Warranty Deed over property of variable dimensions together with the non-exclusive right of ingress and egress for both (i) and (ii). The easement rights granted with respect to public places shall be subject to the authority of the public authority having jurisdiction over such public places. Prior to JEA providing service to the Development, Developer shall execute a grant or grants of easement and or deed, in recordable form to be approved by JEA, specifically granting to JEA the above rights necessary, in the discretion of JEA, to provide water and wastewater utility service to the Developer's Property. Nothing contained in this Agreement shall prevent Developer or any subsequent owner of Developer's Property from exercising itself or granting exclusive or non-exclusive rights, privileges and/or easements to any other parties for the furnishing of utility services other than water and wastewater, provided that JEA's use, occupancy and enjoyment of its easements are not unreasonably interfered with. JEA shall not be obligated to furnish any water or wastewater service to any building which may be built on Developer's Property to which it does not have access.
- 14. <u>Developer's Right to Connect</u>. Provided that Developer has complied with the terms of this Agreement and provided that the Developer's Extension is installed with the approval of JEA and in compliance with the requirements of all public, governmental or other agencies having supervision, regulation, direction or control of such water and wastewater utility systems, JEA shall allow Developer or its successors in-title to connect the Developer's Extension into JEA's Utility System.
- 15. <u>Contract Administration</u>. Developer shall be responsible for administering all aspects of the construction contract for the construction of Developer's Extension, including, but not limited to, review and processing of invoices and other contract documents, review and resolution of technical issues (whether foreseen or unforeseen) that arise during construction, and facilitating project close-out upon completion of construction. Developer shall be responsible for all costs associated with

said contract administration. It shall also be Developer's responsibility to coordinate construction schedules of its contractors.

- 16. <u>JEA's Right of Termination of Agreement and Service</u>. Unless there is a material default of this Agreement by JEA which is not cured within thirty (30) days following the receipt by JEA of Developer's notice of such default, JEA shall have the right to refuse to provide service, the right to terminate service to any building within Developer's Property, and the right to terminate this Agreement in the event Developer defaults or fails to comply with any of the terms and conditions of this Agreement in a timely manner and fails to cure such default or fails to comply within ten (10) days following the receipt by Developer of JEA's notice of such default or failure to comply. In the event of termination, Developer shall be responsible for all actual costs of removing the connection and restoring JEA's water and/or sewerage system(s) to the condition(s) existing immediately prior to the connection(s).
- 17. <u>Force Majeure</u>. Neither party shall be liable or responsible to the other party as a result of injury to property or person, or failure to comply with the terms hereof, proximately caused by Force Majeure. The term "Force Majeure" as employed herein shall be acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, wars, blockades, riots, acts of Armed Forces, pandemics, epidemics, delays by carriers, inability to obtain materials or right-of-way on reasonable terms, acts of public authorities, acts of vandals or other third parties, or any other causes whether or not of the same kind as enumerated herein which are beyond the control of the party claiming force majeure and qualify under Florida's impossibility of performance principles.
- 18. <u>Approval by Governmental Agencies.</u> JEA's obligations under this Agreement are contingent upon Developer obtaining all necessary approvals for Developer's Extension from all applicable governmental agencies. Developer hereby assumes the risk of loss as a result of the denial or withdrawal of the approval of any concerned governmental agency, or caused by an act of any governmental agency which affects the ability of JEA to provide water, wastewater and/or reclaimed water service to Developer not within the sole control of JEA and which, by exercise of due diligence, JEA is unable to overcome.
- 19. <u>No Prohibition of Further Extension.</u> This Agreement shall not prohibit or prevent JEA from extending JEA's utility system in or to areas not referred to herein to serve other developers or consumers; provided, however, such extension of utility service shall not cause the Developer's Extension to become overloaded and shall not adversely affect the reservation of capacity.
- 20. <u>Modification of Development Plans</u>. Should the Developer modify its development plans for Developer's Property which would require greater water usage, greater fire flows, additional water facilities, greater wastewater flows, or additional wastewater facilities than the water and wastewater demands designed and approved under the engineering plans and specifications which are the subject of this Agreement, then Developer shall enter into a new agreement with JEA providing for the construction of such additional water or wastewater facilities meeting all JEA's and governmental design requirements and shall pay all additional contributions and fees as may be authorized by JEA's Tariff or the Florida Public Service Commission, or its successor, at the date said new agreement is executed.
- 21. <u>Notice of Connection to Wastewater System</u>. Developer shall give JEA written notice that Developer is connecting the Developer's Extension to JEA's wastewater collection system no less than two (2) days prior to said connection for

#### Award #3 12/07/23 Supporting Documents

inspection. If Developer fails to give said written notice, JEA may require Developer to uncover and expose said connection for inspection, at the sole cost of Developer.

- 22. <u>Connection of Buildings</u>. Developer shall at its sole cost and expense connect the private property water pipes and the private property wastewater pipes of each building constructed on Developer's Property to the meters and wastewater laterals of Developer's Extension as reflected in plans and specifications approved by JEA.
- 23. <u>Application for Service</u>. Developer, its successors, or the occupant(s) of the Developer's Property, shall make written application to JEA for the opening of an account(s) for service. Said application is to be made only after the payment of all costs set forth herein. At the time of making said application for service, the applicant shall pay all service charges as set forth in JEA's Tariff.
- 24. <u>Notice of Transfer of Developer's Property</u>. Developer agrees to provide proper written notice to JEA of the actual date of the legal transfer of water and wastewater services from Developer to any third party. Developer shall remain responsible for all costs and expenses, including utility bills, which arise as a result of Developer's failure to notify or improper notification to JEA.
- 25. <u>Insurance</u>. Developer shall not commence work under this Agreement until it has obtained insurance in the types and amounts set forth in Exhibit C, attached hereto and incorporated herein, and provided JEA with Certificates of Insurance naming JEA as additional insured.
- 26. <u>No Prohibition of Further Extension.</u> This Agreement shall not prohibit or prevent JEA from extending JEA's utility system in or to areas not referred to herein to serve other developers or consumers; provided, however, such extension of utility service shall not cause the Developer's extension to become overloaded and shall not adversely affect the reservation of capacity.
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#### 28. Miscellaneous.

- (a) This Agreement supersedes all previous agreements or representations either verbal or written heretofore in effect between Developer and JEA and made with respect to the matters contained herein, and when duly executed constitutes the complete Agreement between Developer and JEA. Any amendment to this Agreement shall be in writing and executed by the fully authorized representatives of Developer and JEA.
- (b) Developer is an independent contractor in the performance of all activities under this Agreement. Nothing in this Agreement shall be construed to create an employment, agency, or partnership relationship between Developer and JEA.
  - (c) No third-party beneficiary status or interest is conveyed to any third party by this Agreement.

#### Award #3 12/07/23 Supporting Documents

- (d) Except as provided herein, neither Developer nor JEA shall assign, transfer, or sell any of the rights created under, or associated with, this Agreement without the express written consent of the non-assigning party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, nothing in this section shall prevent Developer from assigning or otherwise transferring its rights and duties under this Agreement to an affiliate, subsidiary, or parent company of Developer upon written notice to JEA.
- (e) Developer shall maintain records sufficient to document completion of the work performed under this Agreement. Upon JEA's request, Developer shall allow JEA to audit its financial and operating records with respect to the Developer's Extension for the purpose of determining invoice accuracy or otherwise assessing compliance with this Agreement. Developer agrees to allow JEA personnel or their qualified representative access such records at Developer's offices upon reasonable notice. All audit work will be done on Developer's premises, and no Developer documentation will be removed from Developer's offices. Developer agrees to have knowledgeable personnel available to answer questions for the auditors during the time the auditors are at Developer's offices and for a period of two weeks thereafter. Developer shall provide to JEA audited financial statements for the most recent fiscal year upon JEA's request no later than five days after receipt of written request from JEA.
- (t) This Agreement was made and executed in Jacksonville, Florida, and shall be interpreted and construed according to the laws of the State of Florida. Litigation involving this Agreement, or any provision thereof shall take place in the State or Federal Courts located in Jacksonville, Duval County, Florida.
- (g) Should any provision of the Agreement be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions will not be impaired.
- (h) The headings used in the paragraphs of this Agreement are solely for the convenience of the parties and the parties agree that they shall be disregarded in the construction of this Agreement.
- (i) This Agreement shall inure to and be binding upon the heirs, successors and assigns of the parties hereto. It is understood that Developer may assign its rights hereunder to successor/owners of the Developer's parcels of real property included in the Developer's Property.
- (j) In the event that any party is required to commence or defend any action or proceeding against the other in order to enforce the provisions hereof or to challenge the provision hereof, the prevailing party in such action shall be entitled to recover, in addition to any amounts or relief otherwise awarded, all costs incurred in connection therewith, including reasonable attorneys' fees, costs, and expenses incurred pretrial, at trial, and on appeal.

IN WITNESS WHEREOF, the parties hereto have duly executed this contract, in duplicate, the date and year first above written.

Digitally signed by Robert Zammataro

Robert Zammataro Dat e: 2023.11.13

07:30:13-05'00'

Pedro A Melendez Digitally signed by Pedro A Melendez Date: 2023.11.17 16:49:07 -05'00'



Graydon E. M

# Award #3 12/07/23 Supporting Documents

I he	reby certify that	t the expenditur	e contemplated	by the foregoing	g contract ha	as been duly	authorized.	, and
provision has	s been made for	the payment of	the monies pro	ovided therein to	be paid.			

A u)

Laure A. Whitmer
Director of Budgets

Form Approved:

Office of General Counsel

# Award #3 12/07/23 Supporting Documents

# Exhibit A

# Developer's Property Legal Description

# (Attached)

#### Exhibit B

### JEA Project Checklist

JEA Accept	tance Checklist
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Utility Contractor:	Phon,:
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Elec:tric Mete#	_
Service Provider:	
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Engia r's final Cuti&atiop: Certif (Subdivision Regulations is on file	icale in acconlancie withpua 654.124 *Original signatur, with PE s,aJ•
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Pl.AHsubmit all applicablf docum,nts for final udlity acttptaDH and Hnitf.

been sabsfied.

 $\underline{R \&ordof Final \ lasptttion:} Final \ inspection \ record \ shauld \ indle: attendees \ and \ deficime ies \ DOied. \ Tbeongmal \ with Project Engines/Impec: tor's Certification that all puuch-bst items have$ 

RnisH J/J/ZOV,

#### ExhibitC

#### Insurance R..!<Quirements

Before starting and until acceptance of the Work by JEA, and without further limiting its liability under the Contract, Developer shall procure and maintain at its sole expense, or shall require its contractor to procure and maintain, insurance of the types and in the minimum amounts stated below:

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Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to JEA. Prior to commencing any Work under this Contract, certificates evidencing the maintenance of the insurance shall be furnished to JEA for approval. Company's and its subcontractors' Certificates of Insurance shall be mailed to JEA (Attn. Risk Management Services), 21 West Church Street, Tl2, Jacksonville, FL 32202-3139.

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

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Three Rivers CDD - Edwards Road Water Main (Phases 1, 2 and 3)				PROPOSERS		
Bid Date: April 25, 2023 @ 2:30P.M.		lav Hallisiaa	1		ı	
ETM Project No.: 22-336		Jax Utilities Management		Vallencourt		Average
PART 1-PHASE 1 (JEA Cost Participation)		<u> </u>				
A. Mobilization	\$	15,000.00	\$	28,711.99	\$	21,856.00
B. Prevention Control and Abatement of Erosion and Water Pollution	\$	15,000.00	\$	45,540.55	\$	30,270.28
C. Maintenance of Traffic	\$	10,000.00	\$	15,511.12	\$	12,755.56
D. Water Main	\$	623,100.00	\$	903,424.08	\$	763,262.04
E. Unsuitable Material Removal/Replacement	\$	1,000.00	\$	543.00	\$	771.50
F. Stormwater Pollution Prevention Plan	\$	2,000.00	\$	4,730.34	\$	3,365.17
G. Testing	\$	4,000.00	\$	8,600.00	\$	6,300.00
H. As- Builts	\$	8,000.00	\$	4,141.38	\$	6,070.69
I. Bonding/Warranty	\$	21,000.00	\$	15,111.38	\$	18,055.69
PART 1-PHASE 1 (JEA Cost Participation) SUBTOTAL	\$	699,100.00	\$	1,026,313.84	\$	862,706.92
PART 2-PHASE 2 (JEA Cost Participation)						
J. Mobilization	\$	10,000.00	\$	33,831.45	\$	21,915.73
K. Prevention Control and Abatement of Erosion and Water Pollution	\$	15,000.00	\$	58,140.50	\$	36,570.25
L. Maintenance of Traffic	\$	15,000.00	\$	18,147.63	\$	16,573.82
M. Water Main (16", JEA Cost Participation)	\$	657,900.00	\$	931,703.23	\$	794,801.62
N. Water Main (10" HDPE/8", 100% Cost Participation)	\$	54,000.00	\$	66,159.04	\$	60,079.52
O. Unsuitable Material Removal/Replacement	\$	1,000.00	\$	543.00	\$	771.50
P. Stormwater Pollution Prevention Plan	\$	2,000.00	\$	6,276.48	\$	4,138.24
Q. Testing	\$	5,000.00	\$	9,077.77	\$	7,038.89
R. As- Builts	\$	12,000.00	\$	4,638.34	\$	8,319.17
S. Bonding/Warranty	\$	25,000.00	\$	16,401.04	\$	20,700.52
PART 2-PHASE 2 (JEA Cost Participation) SUBTOTAL	\$	796,900.00	\$	1,144,918.48	\$	970,909.24
PART 3-PHASE 3 (No JEA Cost Participation)			<u> </u>			
T. Mobilization	\$	10,000.00	\$	15,850.48		12,925.24
U. Prevention Control and Abatement of Erosion and Water Pollution	\$	10,000.00	\$	31,065.10	\$	20,532.55
V. Maintenance of Traffic	\$	8,000.00	\$	15,511.12	\$	11,755.56
W. Water Main	\$	306,900.00	\$	394,805.47	\$	350,852.74
X. Unsuitable Material Removal/Replacement	\$	1,000.00	\$	543.00	\$	771.50
Y. Stormwater Pollution Prevention Plan	\$	2,000.00	\$	4,730.34	\$	3,365.17
Z. Testing	\$	3,000.00	\$	8,190.47	\$	5,595.24
AA. As- Builts	\$	8,000.00	\$	1,822.21	\$	4,911.11
BB. Bonding/Warranty	\$	13,000.00	\$	8,864.41	\$	10,932.21
PART 3-PHASE 3 (No JEA Cost Participation) SUBTOTAL	_	361,900.00	\$	481,382.60	\$	421,641.30
LUMP SUM BID TOTAL (PHASES 1, 2 AND 3) CC. BID ALTERNATE NO. 1 (PHASES 1-3)	\$ \$	1,857,900.00 (15,000.00)	\$	2,652,614.92 N/A	\$	2,255,257.46

Dat	te: April 25, 2023	Three Rive	Three Rivers CDD					
	M Job Number: 22-336	Edwards Road	l Water Main					
Cor	ntractor	Jax Utilities Mgt.	Vallencourt					
Pre	Proposal Conference Attendance	Х	Х					
A.	Organizational Information of Proposer							
	Corporate Officers Form	X	X					
	Supervisory Personnel	X	X					
	Company Owned Major Equipment	X	X					
	Status of Contracts on Hand	X	X					
	Relevant Projects completed (last 3 yrs.)	X	X					
	Affidavit for Individual							
	Affidavit for Partnership							
	Affidavit for Corporation							
В.	Sworn Statement on Public Entity Crimes	X	X					
C.	Affidavit of Non-Collusion	X	X					
D.	Sworn Statement Regarding Scrutinized Companies	X	X					
E.	Acknowledgement of Receipt of Documents	X	X					
F.	Addendum Acknowledgment (0)	X	X					
G.	Official Proposal Form	X	X					
Н.	Form of Proposal Bond	X	X					
l.	Certificates as to Corporate Principal	X	X					
J.	Proposer's Sworn Affidavit	X	X					
K.	List of Proposed Subcontractors	X	X					
L.	Certificate of Compliance with Florida Trench Safety Act	X	Χ					
М.	Initial Project Schedule	X	X					
N.	Insurance Certificate	X	X					
Ο.	Contractors Key Personnel with Resumes, staffing, similar projects & references, etc.	X	X					
Ρ.	Description of proposed staffing levels	X	X					
Q.	3 references from similar size & scope projects	X	X					

Awar	d #3 12/07/23 Supporting Documents ate: April 25, 2023		Three Rivers Community Development District								
E.	TM Job Number: 22-336	Edwards Road Water Main									
Pi	roposed Schedule	Start Sub. Comp. Final Sub Total Total									
	Jax Utilities Mgt.	05/15/23	01/19/24	03/22/24	275	335					
	Vallencourt	05/15/23	11/28/23	01/10/24	186	240					

Award #3 12/07	ชีลิเ->ัผลูคุดชยีกชูกชิงcuments			
	ETM Job Number: 22-336			
	Three Riv	ers CDD		
	Edwards Roa	d Water N	Main	
	Contractor		Jax Utilities Mgt.	Vallencourt
	Total Base Bid		\$ 1,857,900.00	\$ 2,652,614.92
	Schedule - Calendar Days - Substantial Completion		275	186
	Personnel	10	10	10
	Proposer's Experience	20	20	20
	Understanding of Scope of Work	10	10	10
	Financial Capability	10	10	10
	Price - (lowest, others %)	15	15.0	8.6
	Price - (Resonableness of unit prices)	10	10	10
	Schedule (Fewest Number of Days)	15	10.1	15.0
	Schedule (Accelerate Schedule Cost)	10	10	10
	Total score	100.0	95.1	93.6
	Input - Lowest base bid		\$ 1,857,900.00	\$ 1,857,900.00
	Input - Lowest base schedule days		186	186

Date: April 25, 2023	Date: April 25, 2023								
ETM Job Number: 22-336									
Three Rivers Community Development District									
Edwards Road Water Main									
	Score	Rank							
Jax Utilities Mgt.	95.1	1							
Vallencourt	93.6	2							

Capital or O&M	Index / Project # / Cost Center	Expense Type	O&M Spreadsheet Line	FY24
Capital	8008885	17921		\$11,947.33
Capital	8008884	49200		\$32,800.00
Capital	8008875	52800		\$35,200.00
O&M	HW30120	30000	2008	\$20,000.00
Capital	8008873	153600		\$102,400.00
Capital	8008900	40800		\$27,200.00
Capital	8008896	73200		\$48,800.00
O&M	HE30711	721698	2008	\$481,132.00
O&M	HE30711	6264906	2008	\$4,176,604.00
		Award Totals		\$ 4,936,083.33

FY25	
\$5,973.67	\$ 17,921.00
\$16,400.00	\$ 49,200.00
\$17,600.00	\$ 52,800.00
\$10,000.00	\$ 30,000.00
\$51,200.00	\$ 153,600.00
\$13,600.00	\$ 40,800.00
\$24,400.00	\$ 73,200.00
\$240,566.00	\$ 721,698.00
\$2,088,302.00	\$ 6,264,906.00
	\$ -
	\$ •
\$ 2,468,041.67	\$ 7,404,125.00

Date	Event	Tracking Amount
1/11/2018	Original Award	\$ 31,222,514.94
1/5/2023	Increase	\$ 6,425,000.00
	New NTE	\$ 37,647,514.94
12/7/2023	This Increase	\$ 7,404,125.00
	New NTE	\$ 45,051,639.94

	Original Award Contract Effective Date - January 31, 2018 (114-17)								Year 2 (2019 rates) % = (Jan 2019 CPI - Jan 2018 CPI)/Jan 2018 CPI - (Max 3% annually)	Year 3 (2020 rates) Unit Price / Mile November used for CPI (Max 3% annually)	Year 4 (2021 rates) % = (Jan 2021 CPI - Jan 2020 CPI)/Jan 2020 CPI - (Max 3% annually)	Year 5 (2022 rates) % = (Jan 2022 CPI - Jan 2021 CPI)/Jan 2021 CPI - (Max 3% annually)	Year 6 (Calendar Yr. 2023 rates) % = (Dec 2022 CPI- Dec 2021 CPI)/Dec 2021 CPI (Capped at 6%)	Year 7 See Attached for Price adjustment			1 Year based on Year 7 "what if ratees"	1 Year based on Year 6 Rates	Estimated Max. Price Adjustment Impacte	
									No Change	e Eff. Novemb	Effective 30 days after approved request	Effective 30 days after approved request	Effective 30 days after approved request	CPI for PPM capped at 5% (use actual CPI, below calc. is just for estimateing)			Forecast Maxim	um CPI change >	0.06513811	
Item	Specificatio n Reference	Price Per Line Mile	UOM	Unit Price 2018 rates Yr 1		Price Adjustment  Five year forecast # MILES / AREA  Extended Price					1.02051	1.0136	1.03	1.060	1.05	1 Year Forecast	Subtotal >	\$ 7,324,362.13	\$ 6,876,443.60	\$ 447,918.5
1	See Appendix A and T&D Maps	JEA - North	Price / mile	\$ 3,047.77	Fixed Thereaft	for 1st year of the er on Anniversary I Cont	Contract. CPI Annually Date with 30 days notice per ract	2216	\$ 6,753,858.32	\$ 3,047.77	\$ 3,110.28	\$ 3,152.58	\$ 3,247.16	\$ 3,441.99	\$ 3,614.09	443.2		\$ 1,601,762.78	\$ 1,525,488.36	\$ 76,274.4
2	See Appendix A and T&D Maps	JEA - South	Price / mile	\$ 2,691.42			Contract. CPI Annually Date with 30 days notice per ract	2110	\$ 5,678,896.20	\$ 2,691.42	\$ 2,746.62	\$ 2,783.98	\$ 2,867.49	\$ 3,039.54	\$ 3,191.52	422		\$ 1,346,821.94	\$ 1,282,687.56	\$ 64,134.3
3	See Appendix A and T&D Maps	JEA - West	Price / mile	\$ 2,696.10			Contract. CPI Annually Date with 30 days notice per ract	1716	\$ 4,626,507.60	\$ 2.696.10	\$ 2,751.40	\$ 2,788.82	\$ 2,872,48	\$ 3,044.83	\$ 3,197.07	343.2		\$ 1,097,234.69	\$ 1,044,985.42	\$ 52,249.2
	'		JEA Pric	e per Mil	e Subtota	ıl			\$ 17,059,262.12											\$ -
		Price Adjustme	nt Metho	LR X	abor Rat (1+51%) X (1 + CP	= BR	%) = BR X CPI + BR			Billable Rate Yr 2 (Mark up applied)	Billable Rate Yr 3 (Mark up applied) CPI applied to BR then added BR	Billable Rate Yr 4 (Mark up applied) CPI applied to Labor Rate only, then	Billable Rate Yr 5 (Mark up applied) CPI applied to Labor Rate only, then	Year 6 (Calendar Yr. 2023 rates) % = (Jan 2023 CPI - Jan 2022 CPI)/Jan 2022						\$ -
Item	Specificatio n Reference	Description	UOM	Labor Rate	Mark up	Billable Rate 2018 rates Yr 1	Price Adjustment	Five year Forecast	Extended Price	No Change Requested	0.02051	0.0136	0.03	1.065	Back Calculating the Hourly Rate	mated ^ 5% Max	w 2024 Billable F	Rate		\$ -
12	See Appendix A - JEA	General Foreman (per person)	HR	\$ 21.04	51%	\$ 31.77	Firm 1st yr, CPI on labor rate thereafter	31200	\$ 991,236.48	####	\$ 32.42	\$ 32.86	\$ 33.85	\$ 36.03	\$ 23.86	\$ 25.06	\$ 39.09	\$ 243,909.62	\$ 224,849.53	\$ 19,060.0
13	See Appendix A - JEA	Crew Leader Climber (per person)	HR	\$ 17.71	51%	\$ 26.74	Firm 1st yr, CPI on labor rate thereafter	10400	\$ 278,117.84	\$ 26.74	\$ 27.29	\$ 27.66	\$ 28.49	\$ 30.33	\$ 20.09	\$ 21.09	\$ 32.90	\$ 68,435.35	\$ 63,087.53	\$ 5,347.8
14	See Appendix A - JEA	Crew Leader Trimmer (per person)	HR	\$ 16.60	51%	\$ 25.07	Firm 1st yr, CPI on labor rate thereafter	187200	\$ 4,692,355.20	\$ 25.07	\$ 25.58	\$ 25.93	\$ 26.71	\$ 28.43	\$ 18.83	\$ 19.77	\$ 30.84	\$ 1,154,629.21	\$ 1,064,401.77	\$ 90,227.4
16	See Appendix A - JEA	Climber (per person)	HR	\$ 14.32	51%	\$ 21.62	Firm 1st yr, CPI on labor rate thereafter	31200	\$ 674,643.84	\$ 21.62	\$ 22.07	\$ 22.37	\$ 23.04	\$ 24.52	\$ 16.24	\$ 17.05	\$ 26.60	\$ 166,006.93	\$ 153,034.47	\$ 12,972.4
17	See Appendix A - JEA	Trimmer (per person)	HR	\$ 13.11	51%	\$ 19.80	Firm 1st yr, CPI on labor rate thereafter	197600	\$ 3,911,709.36	\$ 19.80	\$ 20.20	\$ 20.48	\$ 21.09	\$ 22.45	\$ 14.87	\$ 15.61	\$ 24.36	\$ 962,538.79	\$ 887,322.08	\$ 75,216.7
18	See Appendix A - JEA	Field Operation Helper (per person)	HR	\$ 11.71	51%	\$ 17.68	Firm 1st yr, CPI on labor rate thereafter	104000	\$ 1,838,938.40	\$ 17.68	\$ 18.04	\$ 18.29	\$ 18.84	\$ 20.05	\$ 13.28	\$ 13.95	\$ 21.75	\$ 452,500.27	\$ 417,140.05	\$ 35,360.2
			La	bor Subt	otal				\$ 1	2,387,001.12		1	1							
	JEA Equipment Rates Equipment Rates are subject to fuel price adjustment only, based on the percentage of the equipment, the company bids							·	Year 2 (2019 rates)	Year 3 (2020 rates) 5% max. applied to 15% of Equipment price w/ fuel- No Change Year 3 - used Nov18 - Nov19	Year 4 (2021 rates) 5% max. applied to 15% of Equipment price w/ fuel Jan 20-21 PADD1C	Year 5 (2022 rates) 5% max. applied to 15% of Equipment price w/ fuel Jan 21-22 PADD1C	Year 6 (2020 rates) 10% max. applied to 15% of Equipment price w/ fuel Jan 22-23 PADD1C, TBD = % change in PADD1C up to 10% max.	Fixed 1.08 Markup, no fuel adjustment						

Item	JEA Specificatio n Reference	Equipment - Description	UOM	Unit Price 2018 rates Yr 1	Price Adjustment	Forecast	Extended Price	No Change Requested	Unit Price Adjust = ((.15 X UP)*1.00)+(.8 5*UP)	Х	Unit Price Adjust = ((.15 X UP)*1.05)+(.8 5*UP)	Unit Price Adjust =((.15 X UP)*1.TBD)+(. 85*UP), if greater than 10% gas increase, factor is 1.10					
38	16.1	60/70' Aerial Unit Dump Body Unit	HR	\$ 16.98	Firm First Year, % of Equipment associated with Fuel adjust annually	20800	\$ 353,184.00	\$ 16.98	\$ 16.98	16.98	\$ 17.11	\$ 17.36		\$ 18.75	\$ 78,012.80	\$ 72,234.07	5,778.73
39	16.2	60/70 AERIAL UNIT 4X4 Body Unit With Winch	HR	\$ 22.94	Firm First Year, % of Equipment associated with Fuel adjust annually	4160	\$ 95,430.40	\$ 22.94	\$ 22.94	22.94	\$ 23.11	\$ 23.46		\$ 25.34	\$ 21,079.08	\$ 19,517.66	1,561.41
40	16.3	60/70 AERIAL UNIT 4X4 FLATBED WITH WINCH	HR	\$ 23.17	Firm First Year, % of Equipment associated with Fuel adjust annually	1	\$ 23.17	\$ 23.17	\$ 23.17	23.17	\$ 23.34	\$ 23.69		\$ 25.59	\$ 5.12	\$ 4.74	0.38
41	16.4	55' AERIAL Dump Body Unit	HR	\$ 13.57	Firm First Year, % of Equipment associated with Fuel adjust annually	1	\$ 13.57	\$ 13.57	\$ 13.57	13.57	\$ 13.67	\$ 13.88		\$ 14.99	\$ 3.00	\$ 2.78	0.22
42	16.5	SPLIT DUMP TRUCK - CREW- CAB, 4-DOOR 4X4, W.WINCH	HR	\$ 10.20	Firm First Year, % of Equipment associated with Fuel adjust annually	6240	\$ 63,648.00	Description, corrected w/	\$ 17.73	17.73	\$ 17.86	\$ 18.13		\$ 19.58	\$ 24,437.58	\$ 22,627.39	1,810.19
43	16.6	SPLIT DUMP TRUCK –NON- CREW-CAB, 2-DOOR	HR	\$ 9.32	Firm First Year, % of Equipment associated with Fuel adjust annually	1	\$ 9.32			9.32		\$ 9.53		\$ 10.29	\$ 2.06	\$ 1.91 \$	0.15
43a	16.6a	SPLIT DUMP TRUCK-CREW- CAB, 4-DOOR 2X4	HR	\$ 10.20	Firm First Year, % of Equipment associated with Fuel adjust annually	1		\$10.20		13.2	7	\$ 13.50		\$ 14.58	\$ 2.92	\$ 2.70	0.22
44	16.7	DISC BRUSH CHIPPER	HR	\$ 4.60	Firm First Year, % of Equipment associated with Fuel adjust annually	22880	\$ 105,248.00	\$ 4.60		4.6	\$ 4.63	\$ 4.70		\$ 5.08	\$ 23,247.63	\$ 21,525.58	1,722.05
45	16.8	LARGE DISC BRUSH CHIPPER	HR	\$ 8.27	Firm First Year, % of Equipment associated with Fuel adjust annually	8320	\$ 68,806.40	\$ 8.27	\$ 8.27	8.27	\$ 8.33	\$ 8.46		\$ 9.13	\$ 15,198.25	\$ 14,072.46	1,125.80
46	16.9	GRAPPLE LOADER / Hydraulic Dump Truck	HR	\$ 30.74	Firm First Year, % of Equipment associated with Fuel adjust annually	2080	\$ 63,939.20	\$ 30.74	\$ 30.74	30.74	\$ 30.97	\$ 31.44		\$ 33.95	\$ 14,123.17	\$ 13,077.01	1,046.16
47	16.10, 11 & 12	Gasoline Powered Hand Tool (Saws, Blowers, Pole Prunner, Weed Eater)	HR	\$ 0.35	Firm First Year, % of Equipment associated with Fuel adjust annually	122720	\$ 42,952.00	\$ 0.35	\$ 0.35	0.35	\$ 0.35	\$ 0.36		\$ 0.39	\$ 9,487.42	\$ 8,784.65	702.77
48	16.13	PICK-UP 3/4 TON, WITH STUMP GRINDER	HR	\$ 12.45	Firm First Year, % of Equipment associated with Fuel adjust annually	2080	\$ 25,896.00	\$ 12.45	\$ 12.45	12.45	\$ 12.54	\$ 12.73		\$ 13.75	\$ 5,720.02	\$ 5,296.31	423.71
49	16.14	PICK-UP 1/2 TON, 4x4 (GF Truck)	HR	\$ 11.42	Firm First Year, % of Equipment associated with Fuel adjust annually	6240	\$ 71,260.80	\$ 11.42	\$ 11.42	11.42	\$ 11.51	\$ 11.68		\$ 12.61	\$ 15,740.39	\$ 14,574.44	1,165.95
50	16.15	PICK-UP 3/4 TON, 4x4, CREW CAB	HR	\$ 9.95	Firm First Year, % of Equipment associated with Fuel adjust annually	1	\$ 9.95	\$ 9.95	\$ 9.95	9.95	\$ 10.02	\$ 10.17		\$ 10.99	\$ 2.20	\$ 2.03	0.16
51	16.16	PICK-UP 1/2 TON,, 4x4	HR	\$ 9.95	Firm First Year, % of Equipment associated with Fuel adjust annually	1	\$ 9.95	\$ 9.95	\$ 9.95	9.95	\$ 10.02	\$ 10.17		\$ 10.99	\$ 2.20	\$ 2.03	0.16
52	16.17	TRACTOR 4X4, with transporter	HR	\$ 28.74	Firm First Year, % of Equipment associated with Fuel adjust annually	2080	\$ 59,779.20	\$ 28.74	\$ 28.74	28.74	\$ 28.96	\$ 29.39		\$ 31.74	\$ 13,204.29	\$ 12,226.19	978.10
53	16.18	(BROWN) TREE CUTTER	HR	\$ 3.40	Firm First Year, % of Equipment associated with Fuel adjust annually	2080	\$ 7,072.00	\$ 3.40	\$ 3.40	3.4	\$ 3.40	\$ 3.45		\$ 3.73	\$ 1,550.47	\$ 1,435.62	114.85
54	16.19	BATWING MOWER	HR	\$ 3.28	Firm First Year, % of Equipment associated with Fuel adjust annually	2080	\$ 6,822.40	\$ 3.28	\$ 3.28	3.28	\$ 3.28	\$ 3.33		\$ 3.60	\$ 1,495.74	\$ 1,384.95	110.80
55	16.20	75' JARRAFF - TRACKED	HR	\$ 45.82	Firm First Year, % of Equipment associated with Fuel adjust annually	1	\$ 45.82	\$ 45.82	\$ 45.82	45.82	\$ 46.16	\$ 46.86		\$ 50.60	\$ 10.12	\$ 9.37	0.75
56	16.21	75' JARRAFF - Rubber Tired	HR	\$ 46.82	Firm First Year, % of Equipment associated with Fuel adjust annually	1	\$ 46.82	\$ 46.82	\$ 46.82	46.82	\$ 47.17	\$ 47.88		\$ 51.71	\$ 10.34	\$ 9.58	0.77
58	16.22	ATV(s)	HR	\$ 4.03	Firm First Year, % of Equipment associated with Fuel adjust annually	1	\$ 4.03	\$ 4.03	\$ 4.03	4.03	\$ 4.06	\$ 4.12		\$ 4.45	\$ 0.89	\$ 0.82	0.07
57	16.23	SQUIRT BOOM BUCKET	HR	\$ 15.60	Firm First Year, % of Equipment associated with Fuel adjust annually	2080	\$ 32,448.00	\$ 15.60	\$ 15.60	15.6	\$ 15.72	\$ 15.95		\$ 17.23	\$ 7,167.25	\$ 6,636.35	530.91
60	16.24	Back Yard Bucket 35"	HR	\$ 26.45	Firm First Year, % of Equipment associated with Fuel adjust annually	1	\$ 26.45	\$ 26.45	\$ 26.45	26.45	\$ 26.65	\$ 27.05		\$ 29.21	\$ 5.84	\$ 5.41	0.43
61	16.25	127HP Caterpillar Skidster - Fecon	HR	\$ 57.80	Firm First Year, % of Equipment associated with Fuel adjust annually	1	\$ 57.80	\$ 57.80	\$ 57.80	57.8	\$ 58.23	\$ 59.11		\$ 63.84	\$ 12.77	\$ 11.82	0.95
59	16.13	Stump Grinder	HR	\$ 4.63	Firm First Year, % of Equipment associated with Fuel adjust annually	1	\$ 4.63	\$ 4.63	\$ 4.63	4.63	\$ 4.66	\$ 4.73		\$ 5.11	\$ 1.02	\$ 0.95	0.08
-		Subt	otal Eg	uipment	without Fuel		\$ 996,737.91										
Fuel	Price Adjus	tment - Fuel Impact (the percei methodology fo			ction shall be applied to the price adjustment Exceed 15%)	15.0%	\$ 149,510.69										
				tals (Equi			\$ 1,146,248.60										
<u> </u>	SUBCONTRACTING AND MATERIALS MARK UPS  Estimated Estimat					1		No Chan	ges to Mark up	s or % Fuel Con	sumption						
#		Description			Amount Move to adjust	5% NTE 5.0%	Extended Price	]									
105 106	Subcontractor Mark up - For services that Primary contractor does not provide.  \$500,000.00  Materials Mark up (Miscellaneous Expenses - subject to JEA approval).  \$100,000.00						\$ 525,000.00 \$ 105,000.00										
					nt on the Response Form Page 1	5.0%	\$ 31,222,511.84	1									

Date: <u>01/05/2023</u> Item# <u>7</u>



# Formal Bid and Award System

Award #7 January 5, 2023

Type of Award Request: CONTRACT RENEWAL

**Requestor Name:** Souder, Scott – Vegetation Management Specialist Sr

**Requestor Phone:** (904)-738-6794

**Project Title:** Vegetation Management

**Project Number:** Various **Project Location:** JEA

**Funds:** O&M & Capital (see back-up)

**Business Unit Estimate:** \$6,425,000.00

#### **Scope of Work:**

The purpose of this solicitation is to establish pricing for vegetation management services for JEA and Tampa Electric Company (TECO). The work to be performed by the Company includes all labor, supervision, materials, tools and equipment, and reporting requirements as necessary for performing the work.

JEA maintains vegetation surrounding approximately 3,200 miles of distribution lines with a pruning cycle of 2.5 years, and over 700 miles of transmission lines with an inspection cycle of twice a year with tree removal and pruning as necessary. In addition, JEA manages approximately 5,000 acres of timber land. Vegetation management includes mowing over 300 corridor miles of transmission, and some select distribution rights-of-way. Herbicide is also utilized to manage vegetation such as vines and invasive species.

JEA IFB/RFP/State/City/GSA#: 114-17

**Purchasing Agent:** Lovgren, Rodney Dennis

Is this a ratification?:

#### **RECOMMENDED AWARDEE:**

Name	Contact Name	Email	Address	Award Amount		
TREES, INC.	Stephanie Stafford	Sstafford@ Treesinc.	650 N. Sam Houston Pkwy E. Ste 209, Houston, TX 77060	\$6,425,000.00		

Amount of Original Award: \$31,222,514.94

Date of Original Award: 01/11/2018

Change Order Amount: \$6,425,000.00

New Not-To-Exceed Amount: \$37,647,514.94

**Length of Contract/PO Term:** Five (5) Years w/ One (1) - 1 Yr. Renewals

**Begin Date (mm/dd/yyyy):** 01/26/2018 **End Date (mm/dd/yyyy):** 01/25/2024

#### Award #4 12/07/23 Supporting Documents

**Renewal Options:** None Remaining **JSEB Requirement:** NA – Optional

#### **Background/Recommendations:**

Competitively bid and approved by Awards Committee on 01/11/2018 to Trees, Inc in the amount of \$31,222,514.94. The original award is attached as back-up.

This request is to execute a one (1) year renewal and add \$6,425,000.00 in funds for O&M and Capital projects. The original award amount was based on historical usage and budget estimates available at the time of award. Contract price adjustments have been requested by the supplier and will be implemented as a part of the renewal execution. JEA intends start a new bid process in August 2023.

Request approval for a one (1) year contract renewal to Trees, Inc. for vegetation management services in the amount of \$6,425,000.00, for a new not-to-exceed amount of \$37,647,514.94, subject to the availability of lawfully appropriated funds.

Manager: Pitre, John - Mgr T&D Preventative Maintenance

Director Wheeler, Kimberlie - Dir Preventative Maintenance & Contract

Management

**VP:** Erixton, Ricky - VP Electric Systems

**APPROVALS:** 

Stephen Datz 1/05/2023

Chairman, Awards Committee Date

)ttp//mw || || || || 1/06/2023

Budget Representative Date



# Approved by the JEA Awards Committee Date on lu 18 Item #

# Formal Bid and Award System

CPA 171465 Award #2

January 11, 2018

Type of Award Request:

BID (IFB)

Request #:

3942

Requestor Name:

Wheeler, Kim M. - Manager, T&D Preventative Maint

Requestor Phone:

(904) 665-6355

**Project Title:** 

Vegetation Management

Project Number:

HE30706

**Project Location:** 

**JEA** 

**Funds:** 

0&M

**Award Estimate:** Scope of Work:

The purpose of this solicitation is to establish pricing for vegetation management services for JEA and Tampa Electric Company (TECO). The work to be performed by the Company includes all labor, supervision, materials, tools and equipment, and reporting requirements as necessary for performing the work.

JEA maintains vegetation surrounding approximately 3,200 miles of distribution lines with a pruning cycle of 2.5 years, and over 700 miles of transmission lines with an inspection cycle of twice a year with tree removal and pruning as necessary. In addition, JEA manages approximately 5,000 acres of timber land. Vegetation management includes mowing over 300 corridor miles of transmission and some select distribution rights-of-way. Herbicide is also utilized to manage vegetation such as vines and invasive species.

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

114-17

**Purchasing Agent:** 

Lovgren, Rodney

Is this a Ratification?:

NO

### RECOMMENDED AWARDEE(S):

Name	Contact Name	Email	Address	Phone	Amount
TREES, INC.	Stephanie Stafford	Sstafford@Treesinc. Com	650 N. Sam Houston Pkwy E Ste 209 Houston TX 77060	(904) 665- 6050	\$31,222,514.94

Amount for entire term of Contract/PO:

\$31,222,514.94

Award Amount for remainder of this FY:

\$4,500,000.00

Length of Contract/PO Term:

Five (5) Years w/One (1) – 1 Yr. Renewal

Begin Date (mm/dd/yyyy):

01/26/2018

End Date (mm/dd/yyyy):

01/25/2023

**Renewal Options:** 

YES - One (1) - 1 Yr. Renewal

**JSEB Requirement:** 

N/A - Optional Goal

Comments on JSEB Requirements:

Contractor will commit to subcontracting with K&G Mowing for mowing services during the performance of the contract.

#### **BIDDERS:**

Name	JEA Amount	JEA BAFO Amount	TECO Amount
TREES, INC.	\$32,452,689.40	\$31,222,514.94	\$76,153,978.98
DAVEY TREE	No Bid	N/A	\$71,451,769.04
WRIGHT TREE	No Bid	N/A	\$95,255,136.02
NELSON	No Bid	N/A	Only partial Bid

### Background/Recommendations:

Advertised 11/3/2017. Ten (10) companies attend one (1) of the mandatory pre-response meetings on 11/09/2017 and 11/21/2017. At Response opening on 12/12/2017, JEA received four (4) Responses. All four (4) companies bid TECO's scope of work, only one (1) company, Tree's Inc. bid JEA's scope of work. Tree's Inc. is JEA's current provider for these services.

The three (3) companies that did not include pricing for the JEA work, provided the following reasons:

- 1. Only interested in working with JEA on a T&M basis, not fixed price per mile
- 2. Could not be competitive on pricing per mile
- 3. Wanted the larger scope of work with TECO only

JEA negotiated with Tree's Inc. for a reduction in price resulting in a savings of five percent (5%) on price per mile and 2.6% on labor rates for a total of \$1,230,174.49 over the five (5) year forecast, or a 3.7% Best and Final Offer (BAFO) savings from the original submission. This savings includes an incentive of one percent (1%) reduction due to collaboration between JEA and TECO for aggregation of spend. The price per mile is fixed for two (2) years with CPI adjustments in years three (3) through five (5). The labor rates are fixed for one (1) year, with CPI adjustments in years two (2) through five (5). Finally, the equipment rates are fixed for one (1) year with fuel index adjustments in years two (2) through five (5), on fifteen percent (15%) of the unit price for each piece of equipment that uses fuel.

When comparing JEA's current rates with the BAFO rates submitted, there is an increase of 6.5% on the price per mile, and ten percent (10%) increase on labor rates. JEA performed an analysis for T&M rates between all Respondents, and found on average the Tree's Inc. labor and equipment rates for JEA were less than all other bidders when comparing to bids submitted for TECO. The price comparison spreadsheet is attached as back-up. Please note, JEA was not able to directly compare the price per mile for vegetation maintenance with the other bidders, as TECO requested companies to provide T&M rates only.

114-17 – Request approval to award a five (5) year contract to Trees, Inc. for vegetation management services for JEA in the amount of \$31,222,514.94, subject to the availability of lawfully appropriated funds.

Director:

Erixton, Ricky D. - Director, T&D Maintenance

VP:

Brost, Mike J. - VP/GM Electric Systems

APPROVALS:

1-11-18

Chairman, Awards Committee

Date

Manager, Capital Budget Planning

Date

### BAFO - APPENDIX B RESPONSE FORM

# 114-17 VEGETATION MANAGEMENT SERVICE FOR JEA

COMPANY INFORMATION:	
COMPANY NAME: Trees, LLC	
BUSINESS ADDRESS: 650 North Sam Houston Parkway, East	Suite 205
CITY, STATE, ZIP CODE: Houston, TX 77060	3.00
TELEPHONE: 443-838-7174	
FAX: N/A	
EMAIL OF CONTACT: aprincipi@trees-llc.com	
X I have read and understood the Sunshine Law/Public Re solicitation. I understand that in the absence of a redacted coppublic "as-is".	cords clauses contained within this by my proposal will be disclosed to the
Company's Certification	
By submitting this Proposal, the Proposer certifies that it has reac pertaining to this RFP and agrees to abide by the terms and condit signing below is an authorized representative of the company, that do business in the State of Florida, and that the company maintain for the work. The company certifies that its recent, current, and proper the company's ability to Work in a professional, diligent and timely	the company is legally authorized to is in active status an appropriate license
	v manner
The Proposer certifies, under penalty of perjury, that it holds all lice insurances, bonds, and other credentials required by law, contract Proposer also certifies that, upon the prospect of any change in the certifications, insurances, bonds or other credentials, the Company	censes, permits, certifications, or practice to perform the Work. The
The Proposer certifies, under penalty of perjury, that it holds all lice insurances, bonds, and other credentials required by law, contract Proposer also certifies that, upon the prospect of any change in the certifications, insurances, bonds or other credentials, the Company change.  DESCRIPTION	censes, permits, certifications, or practice to perform the Work. The status of applicable licenses, permits, y shall immediately notify JEA of status
The Proposer certifies, under penalty of perjury, that it holds all licinsurances, bonds, and other credentials required by law, contract Proposer also certifies that, upon the prospect of any change in the certifications, insurances, bonds or other credentials, the Company change.	censes, permits, certifications, or practice to perform the Work. The
The Proposer certifies, under penalty of perjury, that it holds all lice insurances, bonds, and other credentials required by law, contract Proposer also certifies that, upon the prospect of any change in the certifications, insurances, bonds or other credentials, the Company change.  DESCRIPTION  Total Bid Price from the JEA Bid Workbook — 114-17  Vegetation Management Services (Enter the total from the Bid Workbook)  We have received addenda	censes, permits, certifications, or practice to perform the Work. The estatus of applicable licenses, permits, shall immediately notify JEA of status  TOTAL BID PRICE  \$ 31,222,514.94
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The Proposer certifies, under penalty of perjury, that it holds all lice insurances, bonds, and other credentials required by law, contract Proposer also certifies that, upon the prospect of any change in the certifications, insurances, bonds or other credentials, the Company change.  DESCRIPTION  Total Bid Price from the JEA Bid Workbook — 114-17 Vegetation Management Services (Enter the total from the Bid Workbook)  We have received addenda	censes, permits, certifications, or practice to perform the Work. The estatus of applicable licenses, permits, shall immediately notify JEA of status  TOTAL BID PRICE  \$ 31,222,514.94
The Proposer certifies, under penalty of perjury, that it holds all lice insurances, bonds, and other credentials required by law, contract Proposer also certifies that, upon the prospect of any change in the certifications, insurances, bonds or other credentials, the Company change.  DESCRIPTION  Total Bid Price from the JEA Bid Workbook — 114-17  Vegetation Management Services (Enter the total from the Bid Workbook)  We have received addenda	censes, permits, certifications, or practice to perform the Work. The estatus of applicable licenses, permits, shall immediately notify JEA of status  TOTAL BID PRICE  \$ 31,222,514.94

		pulate yellow cells only with unit price		JEA - Fixed	d Price / M	ile			_	
		The mileages listed below	are indica	te the number of	of miles in	the system, ma	nintained on a 2.5 year cycle			
_	T		JEA	PRICE PER M	IILE - (Not t	o Exceed)				
Item	Specification Reference	e Price Per Line Mile	UOM	Unit Price	Price Adjustment			Five year forecast # MILES /		Extended Price
1	See Appendix A and T&D Maps	JEA - North	Price/mile	\$3,841,77		Fixed for I	ems of Contract	AREA	s	
2	See Appendix A and T&D Maps	JEA - South	Price/ mile	12:81 42	Fixed for Term of Contract			2216	-	6,753,85
3	See Appendix A and T&D Maps	JEA - West	Price / mile	52,600,18			erm of Contract	2110	2	5,678,89
			JEA Price	per Mile Subtot	al	10000102.1	em ne sconneger	1716	2	4,626,50
			JEA	Time, Equipmer	nt & Materia	ils Pricing	No.		2	17,059,258
			T	1					_	
Item	Specification Reference		иом	Labor Rate	Mark up	Billable Rate	Price Adjustment	Five year Forecast		Extended Price
12	See Appendix A - JEA	General Foreman (per person)	HR	\$ 21.04		S 31.7	7 Firm 1st yr, CP1 on labor rate thereafter	31260	5	991,236
14	See Appendix A - JEA  See Appendix A - JEA	Crew Leader Climber (per person)	FIR	S 17.71		\$ 26.7	First 1st yr, CPI on labor rate thereafter	164500	s	278,117.
16	See Appendix A - JEA	Crew Leader Transmer (per person)	HR	\$ 16.60	\$ 25.07 Firm 1st yr, CPI on labor rate thereafter			187200	5	4,692,355
17	See Appendix A - JEA	Climber (per person)	HR	\$ 14.32	\$ 21.62 Firm 1st yr, CPI on labor rate thereafter			31200	\$	674,643.
18	See Appendix A - JEA Field Operation Helper (per person) http c 13.11 S 19.80 Firm 1st yr, CPI on labor rate thereafter				197600	\$	3,911,709.			
		The people				5 17,61	Finn 1st yr, CPI on labor rate thereafter	104606	S	1,838,938.
			Labo	r Subtotal					S	12,387,001.
	1	Equipment Rates are subje	ect to fuel pric	JEA Equips or adjustment only, b	ment Rates based on the per-	centage of the equip	oment, the company bids			
Item 38	JEA Specification Reference	Equipment - Description	UOM	Unit Price	Price Adjustment			Forecast		Extended Price
39	16.2	60/70' Aerial Unit Dump Body Unit 60/70 AERIAL UNIT 4X4 Body Unit With Winch	HR	\$ 16.98	Firm First Year, % of Equipment associated with Fuel adjust annually			20800	2	353.184.0
40	16.3	60/70 AERIAL UNIT 4X4 FLATBED WITH WINCH	HR HR	5 22.94 S 23.17	Firm First Year, 5- of Equipment associated with Fiscl edjust annually			4160	\$	95,4363
41	16.4	55' AERIAL Dump Body Unit	HR	S 23.17 S 13.57	Firm First Year, % of Equipment associated with Fuel adjust annually Firm First Year, % of Equipment associated with Fuel adjust annually			1	S	23.
43	16.5	SPLIT DUMP TRUCK - CREW-CAB, 4-DOOR	HR	\$ 10.20	Firm First Year, % of Equipment associated with Fuel adjust annually			6240	2	63,648.0
44	16.6	SPLIT DUMP TRUCK -NON-CREW-CAB, 2-DOOR DISC BRUSH CHIPPER	HR	\$ 9.32	Firm First Year, % of Equipment associated with Fuel adjust annually			1	S	9.3
45 46	16.8 16.9	LARGE DISC BRUSH CHIPPER GRAPPLE LOADER / Hydraulic Dump Truck	HR	S 4,60 S 8,27	Firm First Year, % of Equipment associated with Fuel adjust annually Firm First Year, % of Equipment associated with Fuel adjust annually			22880 8320	\$	105,248,0
47	16.10, 11 & 12	Gasoline Powered Hand Tool (Saws, Blowers, Pole	HR HR	\$ 30.74	Firm First Year, % of Equipment associated with Fuel adjust annually			2080	2	68,806,4 63,939,2
18	16.13	Prunner, Weed Eater) PICK-UP 3/4 TON, WITH STUMP GRINDER		424	First Year, % of Equipment associated with Fuel adjust annually			122720	2	42,952.0
49	16.14	PICK-UP I/2 TON, 4x4 (GF Truck)	HR	\$ 12,45 \$ 11.42	Firm First Year, % of Equipment associated with Fuel adjust annually  Firm First Year, % of Equipment associated with Fuel adjust annually			2080	S	25,896.0
50	16.15	PICK-UP 3-4 TON, 454, CREW CAB	HR	S 9.95			ssociated with Figi adjust annually	6240	5	71,260.8
51	16.16 16.17	PICK-UP 1/2 TON, 4x4 TRACTOR 4X4, with transporter	HR	\$ 9.95	First Y	ear, % of Equipment a	Sociated with Firel adjust annually	1	5	9.9
53 54	16.18	(BROWN) TREE CUTTER BATWING MOWER	HR HR	\$ 28.7d \$ 3.40	Firm First Ye	car, % of Equipment a	ssociated with Firel adjust annually	2080	\$	9.9 59.779.3
55	16.20 16.21	75' JARRAFF - TRACKED 75' JARRAFF - Rubber Tited	HR	S 3.28 S 45.82	LIBER LIEST L	cur, 7 of Equipment at	sociated with Fuel adjust annually sociated with Fuel adjust annually	2080	8	7,072,00 6,822.40
56 58 57	1622	ATV(s)	HR HR	\$ 46.82 \$ 4.03	PHIN PHST Y	car, % of Equipment as	sociated with Fuel adjust annually sociated with Fuel adjust annually		5	45.83 46.83
	16.24	SQUIRT BOOM BUCKET  Back Yard Bucket 35*	HR.	5 15.60	Firm First Yo	car, % of Equipment as	sociated with Forl adjust annually		5	4.03 32,448.00
h()	16,25 16.13	127HP Caterpillar Skidster - Fecon	HR	5 57.80	Firm First Ye	car, % of Equipment as	sociated with Fuel adjust annually	1	2	26.45
61		Stump Grinder Subto	fal Kanin	ment without	PHO PUSE TO	ear, % of Equipment as	sociated with Fuci adjust annually	i	S	57.8 4.6
51	e Adjustment - Fuel Impac	t (the percentages listed in this Section shall be	annlied to t	he urice edinetman	ruei I mathadalam	For any law and			5	996,744.14
51		(170f to Exceed 157e)			, me, ao da	ior equipment)	* * *	15,0%	2	149,511.62
51			ubtotals	(Equipment)					5	1,146,255.76
51			ONTRA	THE A CHAPTE		INMARKI	PS			
60 61 59 el Pric			ONTRAC	CTING AND N	TA LEMEN	Estimated		an ion i		
el Pric		SURC Description				Estimated Amount	Move to adjust	5% NTE		Extended Price
61 59 el Pric	Subcontractor Mark up -	SUBC	ide. Compan marked up. pany will nee	y will need to provid	le copies of	Estimated	Move to adjust	5% NTE 5.0%	_	Extended Price 525,000.00

	Price	Price / Mile		Base Bid (5 year forecast)	Tree's unsolicited BAFO	JEA Counter to Trees	Final Negotiated Pricing WEDNESDAY	CURRENT PRICING
Item	Specification Reference	Price Per Line Mile	NOU	Unit Price	Unit Price	Inth Price	AWARD BASIS	compared to AWARD
-	See Appendix A and T&D Maps	JEA - North	Price / mile	5 3,242.31	69	649	Control 1	Unit Price
м	See Appendix A and T&D Maps	JEA - South	Price / mile	\$ 2,774.66	2 746 9	2		19 Participation of the control of t
3	See Appendix A and T&D Maps	JEA - West	Price / mile	0.0704			_	2,650.85
	JEA Price ner Mile Subtotal	- 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1	2000		n	(A	0 \$ 2,696.10	0 \$ 2,650.85
	NEGOTIATED S BEDITCHION ED MAN	CATCHOCA 10181	tai	\$ 17,961,300.06	S	\$ 17,059,258.05	5 \$ 17,059,258.05	5 5 16.016.435.70
	TOTAL PROPERTY OF THE PARTY OF	THOU PAON BASE SEE	-	BASE	\$ (542,816,68)	\$ (902,042.01)	Se	
34	NOT THE PROPERTY OF THE PROPER	70 KEDUC HON FROM BASE, BID		BASE	-3,02%	-5.02%	-5.02%	
DE TOUR	AUGRECALE SIMILE 70 INCREASE COMPARED TO CURRENT CONTRACT	OMPARED TO CURRENT CONT	RACT	The state of the s			6.51%	CHREENFEBREE
ADDA	AGGREGA IE SMILLE DOLLAR INCREASE COMPARED TO CUI	E COMPARED TO CURRENT CONTRACT	NTRACT				\$E 648 CP0 1 8	
	and the second statement of th	and the second s		Labor Rates	kates		The second second	
Item	Specification Reference	Description	LOM	Base Bid (5 year forecast)	Tree's unsolicited BAFO THURSDAY OFFER	JEA Counter to Trees FRIDAY OFFER	Final Negotiated Pricing WEDNESDAY AWARD BASIS	CURRENT PRICING
12	See Appendix A - JEA	General Foreman (per person)	HR					
2 2	See Appendix A - JEA		HR			menomine destination of collections along the security is a section of the security of the section of the secti		42.02%
91	See Amendix A - JEA	Crew Leader Limmer (per person)	HR	85%	230	The state of the s		33.99%
17	See Appendix A - JEA	Trimmer (ner nercon)	TIE			49%	51%	38 07%
8	See Appendix A - JEA	Field Operation Helper (per person)	HE HE					38.98%
	Labor Subtotal			\$ 12,715,133.60	35 17 55 1 17 55 11 157 36	20 100 000 01		39.0
	NEGOTIATED S REDUCTION FROM BASE BE	TION FROM BASE BID		BASE		\$ (492.198.72)	\$ 12,387,001,12	\$ 11,256,648.00
	% REDUCTION FROM BASE BID	ROM BASE BID		RACE	-1.290%	3.8	2	
AGC	AGGREGATE LABOR % INCREASE COMPARED TO CURRENT CONTRACT	OMPARED TO CURRENT CONTR	ACT	The state of the s		0/1/000	-7.381%	
AGGRE	AGGREGATE LABOR DOLLAR INCREASE COMPARED TO CURRENT CONTRACT	E COMPARED TO CURRENT CO	TRACT	The second secon			10	CURRENT PRICING
							\$ 1,130,353,12	CURRENT PRICING
	Subtotal Equipment without Fuel	hout Fuel						
Fuel Pri	Fuel Price Adjustment - Fuel Impact (the percentages listed in this Section shall be to the price adjustment methodology for equipment) (Not to Exceed 18%)	is listed in this Section shall be applied ipment) (Not to Exceed 15%)		15.0%	15.0%	15.0%	5 996,744.14 \$	5 1,084,905,79
dn	Subtotals (Equipment) w/ fuel	w/ fuel		\$ 1,146,255.76	\$ 1,146,255.76	\$ 1,146,255.76	\$ 1 146 255 76	and the same of
	AUGREGATE DOLLAR INCREASE COMPARED TO CURRENT CONTRACT	MPARED TO CURRENT CONTRA	CL		_	The state of the s		1,2
To the same of the	AGGREGATE % INCREASE COMPARED TO CURRENT CONTRACT	ARED TO CURRENT CONTRACT						\$ 88,161.64
AT	SUBCONTRACTING AND MATERIALS MARK UP	MATERIALS MARK UPS			The second secon			8.8%
#	Description	ytion	5% NTE	Extended Price	Extended Price	Extended Price	Evianded Delen	The state of the s
105	Subcontractor Mark up	r Mark up	5.0%	\$ \$25,000.00	\$ 525,000,00	A \$25 000 00	nania in	Extended F
106	Materials Mark up	Mark un	5.00%	1			The second second	\$ 525,000.00
	110 A 171-4-11	12 c 1 1 1 c		no nontent	105,000,000	105,000.00	\$ 105,000.00	\$ 105,000,00
-		1 otal Bid Frice	8	32,452,689,43	31,745,306.30	31,058,448,70	91,223,616.91	\$ 29,130,725,35
				ORIGINAL BID 5 YRS	TREES THURS OFFER	JEA FRIDAY OFFER	TREES WED, OFFER	COMPARE TO PREVIOUS
ď	Percent reduction from Base submission (Percent increase compared to carrent)	ercent increase compared to carrent		BASE	-2.178%	-4.296%	-3.791%	7.107%
	Dollar reduction from Base Submission (\$ increase compared to	(Sincrease compared to current)		BASE	\$ (706,882,92) \$	VET 04C 240 T3V	E (1 230 574 40)	and the state of t
	1%			BASE	- 1	JINI		
					CYTY COLOR	INCENTED	CHARLE	TATALL TATAL

# Tree's Inc, Budget Estimate

Original Award Amount	Ехр Туре	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	\$ 31,222,514.94
HE30711	2008	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 500,000.00	\$ 6,000,000.00
8008164	2008	\$ 4,166.67	\$ 4,166.67	\$ 4,166.67	\$ 4,166.67	\$ 4,166.67	\$ 4,166.67	\$ 4,166.67	\$ 4,166.67	\$ 4,166.67	\$ 4,166.67	\$ 4,166.67	\$ 4,166.67	\$ 50,000.00
8008163	2008	\$ 8,333.33	\$ 8,333.33	\$ 8,333.33	\$ 8,333.33	\$ 8,333.33	\$ 8,333.33	\$ 8,333.33	\$ 8,333.33	\$ 8,333.33	\$ 8,333.33	\$ 8,333.33	\$ 8,333.33	\$ 100,000.00
8008195	2008	\$ 4,166.67	\$ 4,166.67	\$ 4,166.67	\$ 4,166.67	\$ 4,166.67	\$ 4,166.67	\$ 4,166.67	\$ 4,166.67	\$ 4,166.67	\$ 4,166.67	\$ 4,166.67	\$ 4,166.67	\$ 50,000.00
8008188	2008	\$ 4,166.67	\$ 4,166.67	\$ 4,166.67	\$ 4,166.67	\$ 4,166.67	\$ 4,166.67	\$ 4,166.67	\$ 4,166.67	\$ 4,166.67	\$ 4,166.67	\$ 4,166.67	\$ 4,166.67	\$ 50,000.00
8008184	2008	\$ 4,166.67	\$ 4,166.67	\$ 4,166.67	\$ 4,166.67	\$ 4,166.67	\$ 4,166.67	\$ 4,166.67	\$ 4,166.67	\$ 4,166.67	\$ 4,166.67	\$ 4,166.67	\$ 4,166.67	\$ 50,000.00
8008154	2008	\$ 6,250.00	\$ 6,250.00	\$ 6,250.00	\$ 6,250.00	\$ 6,250.00	\$ 6,250.00	\$ 6,250.00	\$ 6,250.00	\$ 6,250.00	\$ 6,250.00	\$ 6,250.00	\$ 6,250.00	\$ 75,000.00
HW30120	2008	\$ 3,333.33	\$ 3,333.33	\$ 3,333.33	\$ 3,333.33	\$ 3,333.33	\$ 3,333.33	\$ 3,333.33	\$ 3,333.33	\$ 3,333.33	\$ 3,333.33	\$ 3,333.33	\$ 3,333.33	\$ 40,000.00
HW30604	2008	\$ 833.33	\$ 833.33	\$ 833.33	\$ 833.33	\$ 833.33	\$ 833.33	\$ 833.33	\$ 833.33	\$ 833.33	\$ 833.33	\$ 833.33	\$ 833.33	\$ 10,000.00
New Not to Exceed														\$ 37,647,514.94

#### PRICE ADJUSTMENT FOR PRICE PER MILE & LABOR RATES (JEA ONLY)

The CPI price adjustment shall be applied JEA Price Per Mile (PPM) and the Labor Rates as described below. The CPI price adjustment shall be applied to the Billable Rate. The CPI adjustment will be applied on the Anniversary date, the index 30 days prior to the Anniversary Date will be used to calculate the adjustment. The price adjustment will be applied for the next 12 month period. The maximum allowed price adjustment in a price adjustment for this year will be five percent (5%) for PPM.

For labor rates, the total CPI adjustment shall be provided to the employee (the trade) as an hourly rate increase, not to exceed five percent (5%) and the company shall be allowed an increase in mark up to from 51% to 56% to calculate the final billable rate for the total billable Labor Rate increase from 2023 labor rate.

For Equipment, the company shall be allowed a one-time fixed eight percent (8%) increase for equipment that will be brought up to and meets JEA equipment standards per the contract. JEA will review the equipment and determine if the equipment meeting standard and if the increase will apply.

Additionally, CPI indices lag typically 2-3 months, therefore price adjustments shall be applied on the 12 month period basis from when the posted index is available. When an index is published with a Preliminary (P) rating, that preliminary rating shall be used to calculate adjustments for the year.

#### Example:

- 1. 2024 PPM = 2023 PPM X (1 + (Dec. 2023 CPI Dec. 2022 CPI)/Dec. 2023 CPI)).CPI change is capped 5%
- 2. 2024 Employee Labor Rate = 2022 LR X (1 + (Dec. 2023 CPI Dec. 2022 CPI)/Dec. 2023 CPI)). Employee Labor Rate Increase capped at 5%
  - 1. Billable Marked up Labor Rate = 2024 Employee Labor Rate X (1 + 56%)
- 3. 2024 Equipment Rate = 2023 Equipment Rate X 1.08 (assuming equipment meets contract specifications).

The index will be the published Consumer Price Index for All Urban Consumers series ID: CUUR0000SA0

Unless the Company and JEA make other agreements, the annual price adjustment for the Contract shall be in accordance with the consumer price index for all urban consumers published monthly by the U.S. Department of Labor, Bureau of Labor Statistics. The index used will be the unadjusted percent change for the previous 12 months after the written CPI request is received. In the event the applicable price index publication ceases, the Company and JEA shall mutually

agree on a replacement index. If the Company and JEA fail to agree on a replacement index, the Contract shall terminate 90 days following the end of the then current fiscal year.

ALL MARKUPS SHALL REMAIN FIXED THROUGH THE TERM OF THE CONTRACT.

370 E. Crown Point Road, Winter Garden, FL 34787 Phone: 407.877.5903 Fax: 407.877.5912

www.garney.com

November 9, 2023

Garney Companies Inc. as CMAR for JEA Contract #JEA11187 is requesting authorization of funds in advance of the GMP Amendment to unload and stockpile ductile iron pipe that is ready for delivery and was purchased by JEA as part of Early Material PO #1 executed in May 2023. Cost to unload and stockpile this material is inclusive of a 1-year land lease agreement with Gate Venture, LLC who has ownership of the transmission corridor at the southwest corner of Gate Pkwy and Burnt Mill Rd. It includes temporary fencing for that laydown area, labor and equipment to mobilize, unload and stockpile pipe, as well as the associated general conditions and CMAR fee.

We are also requesting to authorize funds to install the pipe located in the Greenland Energy Center where our crews are currently working and preparing to demobilize if additional work cannot be authorized.

### The funds being requested for use from the Raw Water Main funding source total to \$732,201.20 EARLY WORK BREAKDOWN

DESCRIPTION	QUANTIT Y	UNIT	UNIT PRICE		EXTENSION
UNALLOCATED - Early Work					
Mobilization including 1yr Lease + Fencing (Early Work PO #1)	1	LS	\$ 181,50	00.00	\$ 181,500.00
General Conditions (Early Work PO #1)	1	LS	\$ 47,30	01.41	\$ 47,301.41
CMAR Fee - 9.8% (Early Work PO #1)	1	LS	\$ 65,33	51.29	\$ 65,351.29
SEGMENT 1 RAW - Early Work					
RAW DIP CL 150 (Seg1 RAW)	270.4	LF	\$ 53	39.31	\$ 145,840.00
SEGMENT 2 RAW - Early Work					
RAW DIP CL 150 (Seg2 RAW)	450.0	LF	\$ 43	34.49	\$ 195,521.65
RAW Joint Restraints (Seg2 RAW)	15.0	EA	\$ 2,0	17.82	\$ 30,267.24
11.25 Bend (Seg2 RAW)	1.0	EA	\$ 8,73	30.40	\$ 8,730.40
22.50 Bend (Seg2 RAW)	1.0	EA	\$ 8,69	90.12	\$ 8,690.12
45 Bend (Seg2 RAW)	3.0	EA	\$ 9,1:	18.36	\$ 27,355.07
Below Grade Manual ARV (Seg2 RAW)	1.0	EA	\$ 7,0	10.89	\$ 7,010.89
Connect to 30" RAW Greenland Line (Seg2 RAW)	1.0	EA	\$ 14,63	33.14	\$ 14,633.14
			EARLY WORK	TOTAL	\$ 732,201.20

#### **FUNDING SUMMARY**

DESCRIPTION	TOTAL VALUE
EARLY WORK PACKAGE — SIPS Greenland 30" RAW WM - Minus Mobilization, GC's, and CMAR Fee 20 shifts of RAW WM Support crew to receive and stage DIP (\$7,292.00 p/ shift) Labor, Equipment, and Material for Energy Center pipe install Seg 2	\$438,048.50
EARLY WORK PACKAGE – Davis 30" RWM - Minus Mobilization, GC's, and CMAR Fee	\$0.00
EARLY WORK PACKAGE- Burnt Mill 24" FM - Minus Mobilization, GC's, and CMAR Fee	\$0.00
Mobilization	\$ 181,500.00
General Conditions	\$ 47,301.41
CMAR FEE 9.8%	\$ 65,351.29
TOTAL REQUEST - SIPS Greenland 30" RAW WM	\$ 732,201.20
TOTAL REQUEST - Davis 30" RWM	\$0.00
TOTAL REQUEST - Burnt Mill 24" FM	\$0.00

Date: <u>03/04/2021</u> Item# <u>6</u>



## Formal Bid and Award System

Award #6 March 4, 2021

**Type of Award Request:** REQUEST FOR PROPOSAL (RFP)

Request #: 3

**Requestor Name:** Meyer, Tim **Requestor Phone:** 904-665-4871

**Project Title:** Steam and Combustion Turbine Maintenance, Repair and Overhaul Services for JEA

**Project Number:** See Attached Budget Forecast

**Project Location:** JEA

Funds: Capital & O&M
Budget Estimate: \$27,100,000.00

Scope of Work:

The purpose of this solicitation is to contract for turbine maintenance, repair and overhaul services. Services include, but are not limited to steam and combustion turbine inspections, repairs and overhaul during outages and during operations. The company will be responsible to provide tools, equipment, man power, materials and services to support JEA's steam and combustion turbines.

JEA IFB/RFP/State/City/GSA#: 1410190446

**Documents** Contract & Purchase orders as requested

**Purchasing Agent:** Lovgren, Rodney

Is this a Ratification?:

#### **RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
II) Y N A MHC'S X		Italiicon(a)N/II ) A	IRIVA Latham NY	(352)834- 8880	\$14,000,000.00

**Amount for entire term of Contract/PO:** \$14,000,000.00 **Award Amount for remainder of this FY:** \$500,000.00

**Length of Contract/PO Term:** Five (5) years w/ Two (2) - 1 Yr. Renewals

 Begin Date (mm/dd/yyyy):
 03/09/2021

 End Date (mm/dd/yyyy):
 03/08/2026

**Renewals:** Yes - Two (2) - 1 Yr. Renewals

**JSEB Requirement:** N/A - Optional

**BIDDERS:** 

Name	<b>Total Amount</b>	Total Points
MECHANICAL DYNAMICS & ANALYSIS LLC	\$11,722,449.39	97.6
ALLIED POWER GROUP	\$11,151,808.00	77.0
GE STEAM POWER INC	\$12,728,259.92	66.8

#### Award #7 12/07/23 Supporting Documents

ST. COTTER	\$10,408,949.26	DQ – Did not meet Minimum Qualifications
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#### **Background/Recommendations:**

Advertised on 10/23/2020. Five (5) companies attended the optional Pre-bid on 10/27/2020, At Proposal opening on 12/15/2021, JEA received four (4) Proposals. JEA disqualified St. Cotter on the basis of not meeting the minimum qualifications. JEA evaluated the Proposals on the basis of price, depth and breadth of shop services and past performance (company experience). JEA determined Mechanical Dynamics & Analysis LLC (MD&A) to be the responsive and responsible Proposer with the highest evaluation score. A copy of the Proposal and Evaluation Summary is attached as backup.

Pricing was submitted based for specific outage scopes (Unit Price) and Time & Materials rates (T&M) for discovery and emergent work. When comparing the MD&A submitted fixed price and T&M rates with their historical rates (MD&A is the incumbent), the rates submitted for this RFP were on an aggregate basis approximately 0.2% higher than historical rates and is deemed to be reasonable.

JEA and MD&A negotiated terms and conditions. The following are the notable terms negotiations.

- Escalation JEA proposed a CPI annually, negotiated position, fixed first two years. Review & mutually agree to pricing adjustments in years 3, 4 and 5 for units and rates with a not to exceed 2.5% on any rate. Based on an evaluation of CPI (using historical average of 1.7% annually) vs. the negotiated position. The negotiated position provides an estimated \$47,825.30 cost avoidance.
- Discounts were agreed to based on an annual spend (from 2-3%) to be applied via credits or rebate check at JEA's discretion. The discount scale is as follows:
  - 0 999,999 0%
  - 0.000,000 1,999,999 2%
  - $\circ$  2,000,000 3,999,999 2.5%
  - $\circ$  4,000,000 or more -3%
- Bonds will be per project, MD&A will maintain insurance coverages approved by JEA Risk Management for the duration of the contract.

As this is a services contract, JEA forecast outages and is funding this contract based on the current funding and project list available. The business unit will return periodically during the life of the contract to add additional funds as needed.

1410190446 – Request approval to award a contract to Mechanical Dynamics & Analysis LLC, for steam and combustion turbine maintenance, repair and overhaul services in the amount of \$14,000,000.00, subject to the availability of lawfully appropriated funds.

03/04/2021

Manager: Akrayi, Jamila - Mgr Project Management

Director: Limbaugh, Margaret Z. - Dir Energy Project

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

Chief/VP: Erixton, Ricky D. – VP Electric Systems

**APPROVALS:** 

Chairman, Awards Committee

Date

Award #7 12/07/23 Supporting Documents 314

**Budget Representative** 

Date

# 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>

Miller Electric Company

#### 2. <u>Description of Services or Supplies provided by Vendor:</u>

### Award #8 12/07/23 Supporting Documents

### 3. <u>Certification:</u>

Brian Wilds  Signature of JEA I	Digitally signed by Brian Wilds  Bate: 2023.10.23 11:29:53 -04/00  Business Unit Manager	Date	
Brian Wilds	Digitally signed by Brian Wilds Date: 2023.10.23 11:29:53 -04'00'		
		10/23/23	
Emergency P Procurement: 3-113(a)	<b>Procurement</b> - Please state which subsection	on of Section 3-113 above applies to	this Emergency
Source Procurement	e Procurement. Please state which subsect	ion of Section 3-112 above applies	to this Single
I the undersigned cer	tify that this procurement meets the require	ements of a (choose one of the follo	wing):
financial interest in t	his Single Source Emergency Procurement	, and	

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.

# **Project Scope Statement**

Project Name:	N33, N35, N36 Generator HV Cable and Bushing Replacement
Address:	4377 Heckscher Dr., Jacksonville, FL 32226
Overall Project Budget:	\$1,123,775
Start Date:	10/20/2023
Index #:	TBD
Priority:	Extremely High
Requested By:	Margaret Limbaugh

Revision History (add rows as needed)										
Version	Date	Author	Comments							
0	10/19/2023	Jose Dominguez	PD created with input from Blake Bobitt and Sadmir Besic							

Project Stakeholders (add or dele	Project Stakeholders (add or delete rows as applicable)							
Role	Name							
Sr Director/Director Projects	Gabor Acs							
Manager of PM	Jamila Akrayi							
Project Manager								
Technical Lead	Sadmir Besic/Blake Bobitt							
Environmental								
Facilities								
Security								
Safety								
Scheduler								
Estimator								
Cost Specialist								

Project Scope Statement Ap	Project Scope Statement Approval (add rows as applicable)									
Role	Name	Approval Received	Date of Approval							
Electric Systems	Ricky Erixton									
Project Owner/ Director	Margaret Limbaugh									
Manager of PM	Jamila Akrayi									
Plant Operations	Brian Wilds									
Plant Maintenance	Bryan Holmes									
Project Requestor	N/A									
Sr Engineering Manager	David Biruk									
Engineering Manager	Jose Dominguez									
Projects Control/Estimate	Tim Byrnes / Michael Hinson									
Environmental	N/A									
Security	N/A									

# **Project Summary**

This project is being proposed to replace the primary high voltage cables and bushings from the GSU's to the generators due to recent catastrophic equipment failures and extremely low insulation resistance of the cables during rainy days.

### Introduction & Background

The four GE 7B combustion turbine generators units at NGS are rated 68.889MVA with a 10MW/Min ramp rate. The first unit was commissioned in 1974 and the last one in 1975. The primary HV cables from the generator to the GSU appear to be the original cables installed as no documentation can be found of replacement in the past. Due to the age and exposure to the elements, these cables and bushing are susceptible to moisture intrusion as reflected on the low insulation resistance of the system during wet/rainy days and recent failures on CT3, CT5 and CT6 (see project justification for details). The primary HV cables and bushings on CT4 were replaced a few years ago. Per the IRP and runtime forecast models, these units will play a critical role in JEA's generation fleet flexibility as more renewable power in introduced to the system.

## **Project Justification**

The main objective of this project is to avoid potential damage to the N33, N35, and N36 CT units due to low insulation resistances in the feeder cables and associated equipment.

A practical rule for insulation resistance is the "One-Megohm" rule. This rule indicates an allowable lower limit for insulation resistance, where one megohm of insulation resistance is required for each 1000V present in a conductor. A recent 5KV Megger test was done during wet/humid conditions on the CT3, CT5, and CT6 13.8kV feeder cables connected to the TP5&6/TP3&4 transformers low side disconnects, showing a resistance of 1.5 megaohms, 200 kilohms, and 74 kilohms. This insulation resistance is dangerously low and could cause cable melting/explosions due to faults/arcs if the cables are not replaced. The insulation resistance values for these cables increased as the sun came up and the cables dried up.

CT6 cable bushings above the Generator Switchgear Enclosure suffered damage during a ground fault event and have visible corrosion on the contact surfaces. Because all six bushing contact surfaces need to be silvered and two of the bushings are physically damaged, all six bushings should be replaced. After CT6 was isolated and the substation breakers closed, CT5 experienced another fault, blowing up lightning arrestors and bushings on the transformer. About a week later, during a high rain event, CT3 experienced a catastrophic IPB/non-segregated bus failure, resulting in a severe fire and damage to the unit.

The flex links are in disrepair as well. They have broken strands and have gashes in the braids. The braids are contaminated and all need to be silver plated. Normally flex links should be replaced when signs of deterioration are present as the level of reliability is more critical the closer the equipment is to the generator and GSU.

Portions of the cable tray have been ripped off in storms and are a potential projectile during high winds. These need to be replaced not only to keep from damaging other equipment in severe storms but also to protect the cable jackets from sun exposure and precipitation. The contractor shall install a Peaked Flanged Aluminum cable tray cover on a four-foot-wide cable tray.

## **Project Scope of Work**

The scope of work below applies to each unit listed in this project definition. Total material and equipment will have a 3X multiplier.

Removal of five feeder cables from an existing cable tray and stress cone terminations from the transformer low side disconnect and generator enclosure bushing box.

Removal of bushings from the generator unit and GSU disconnect switch bushing box.

Installation of bushings onto the generator unit and GSU disconnect switch bushing box.

Installation of five parallel cables and thirty stress cone terminations using associated copper compression lugs and stress cone grounding materials.

Installation of twenty-four flex links. There are twelve (12) eleven-inch braids at the generator end and twelve (12) thirty-inch braids at the transformer end. This is a three thousand Ampere bus; therefore, each flex link shall be rated for at least 750A.

Testing of the newly installed cables using 5kV Megger and 36kV High Potential tests to ensure proper installation and function of the new cables/bushings. Testing shall be accomplished with a MIT515 Megger and a PTS-80 DC HiPot Tester or equivalent.

#### Material

- 15kV Prysmian Airguard (AIRGUARD-15kV-750/3 or equivalent cable without impact resistance)
  - o 5 shielded multiconductor cables, 150FT
- Medium Voltage Raychem Stress Cone Terminations
  - o 30 terminations
- Stress cone grounding materials
- Two-hole copper compression lugs 1.75 hole spacing.
  - o 30 lugs
- 27kV 150kV BIL 3000A Bushings
  - 6 bushings: Three at top of Generator bushing box and three at Disconnect Switch bushing box are identical
  - o 3 bushings on bottom of bushing box near Generator are identical
- 750MCM Flex Links Silver Plated
  - o 12 flex links 11 inches with four-inch rectangular crimped ferrule connections
  - 1.75-inch hole spacing
  - o Half inch 316 SS Hardware with Belleville washers
- Peaked Flanged Aluminum cable tray cover for a four-foot-wide tray

#### **References**

NEC Article 300: General Requirements for Wiring Methods and Materials

NEC Article 310: Conductors for General Wiring

NEC Article 328: Medium Voltage Cable: Type MV

NEC Article 392: Cable Trays

NEC Article 399: Outdoor Overhead Conductors over 1000 Volts

NEC Article 450: Transformers and Transformer Vaults (Including Secondary Ties)

NEC Article 610: Cranes and Hoists

NEC Article 685: Integrated Electrical Systems



Cable Tray visible on Google Earth.



Bushings Boxed in Red and Thirty-Inch Flex Links High Lighted in Yellow at Disconnect Switch.



Top and Bottom Bushings at Generator and View of Eleven Inch Flex Links.



CT3 Catastrophic Damage.



CT3 Catastrophic Damage.

### **Risks**

This work will be done during a short notice outage. Risk of going over budget or over schedule is minimal as we have current proposals from contractors and lead time for equipment. The risk of not doing this work as soon as possible could potentially have catastrophic consequences similar to the event on CT3.

# **Project Cost Estimate and Expenditure Forecast**

Project Cost Estimate Breakdown										
Cost Category	Project Request	10% Design	30% Design	60% Design	90% Design	100% Design	Construction			
Engineering (enter engineering fee only)	\$22,475									
Surveys (survey portion of engineering consultant's fee if applicable)	X									
Studies (studies portion of engineering consultant's fee if applicable)	X									
Permitting	Χ									
Real Estate	X									
Project Management	\$22,475									
Project Support	\$22,475									
Construction	\$1,005,584									
Services During Construction	X									
JEA Supplied Labor/Materials	\$15,120									
Contingency	\$103,072									
Total	\$1,191,201									

Significant Material Summary									
Description Unit Measure Quantity Cost Estimate									
Total Material cost for CT3	EA	1	\$193,752						
Total Material Cost for CT5	EA	1	\$193,752						
Total Material Cost for CT6	EA	1	\$193,752						

# **Project Implementation Schedule**

Milestone	Project Request	10% Design	30% Design	60% Design	90% Design	100% Design	Construction
Project Start	10/20/2023						
Design Start	10/20/2023						
Design Finish	10/23/2023						
Bid & Award	10/23/2023						
Construction Start	10/30/2023						
Substantial Completion	11/30/2023						
Final Completion	12/30/2023						
[Insert As Needed]**							

PROJECTED CASH FLOW BY MONTH FOR FISCAL YEAR FY 2024														
													FY TOTAL	Project Total
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	-	-
Project Budget							1	1			7			
JEA Cost & Engineering	\$10,000	\$28,713	\$28,713		1								\$67,426	\$67,426
Equipment/Fabrication		1						-					\$0	\$0
Construction/Project		\$340,000	\$783,775				1						\$1,123,775	\$1,123,775
Contract/PO Encumbrance					1								\$0	\$0
TOTAL	\$10,000	\$368,713	\$812,488	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,191,201	\$1,191,201
Quarterly Cash Flow		1st Quarter	\$1,191,201		2nd Quarter	\$0		3rd Quarter	\$0		4th Quarter	\$0		

### Attachment A - Cost Estimate

Project:	N33, N35, N36 Generator HV Cable and Bushing Replacement					Project Manager	Amar Pekusio
CIP Cat:	Electrical System Generation					PWO Number:	31257903
File Name:	0 N33 N35 N36 Congretor HV Cable and	JE	8	)		Estimate No:	(
Facility	NGS					Date:	10/20/202
						Date.	10/20/202
	Contractor Quotes			CLA	SS 2		
DIRECTO	CONSTRUCTION COSTS						
Contractor			<u>Material</u>			Other/Sub-Cont.	TOTAL
	Estimate Details		\$636,570	\$369,013	\$0	\$0	\$1,005,58
	ncy ( Contractors Risk )	5%	\$31,828	\$18,451	\$0	\$0	\$50,27
Subtotal C	ontractor Cost		\$668,398	\$387,463	\$0	\$0	\$1,055,862
Total Cor	ntractor Costs		\$668,398	\$387,463	\$0	\$0	\$1,055,862
Additiona	al Direct Costs		<u>Material</u>	JEA Labor	Equipment	Other/Sub-Cont.	TOTAL
JEA Suppl	lied Material & Labor		\$0	\$12,600	\$2,520	\$0	\$15,12
JEA Contra	act Contingency	5%	\$33,420	\$19,373	\$0	\$0	\$52,79
Subtotal: A	dditional Direct Costs		\$33,420	\$31,973	\$2,520	\$0	\$67,91
Total Dire	ect Costs		\$701,818	\$419,437	\$2,520	\$0	\$1,123,778
JEA Cost	& Engineering	<u>%</u>		JEA Labor		Sub-Cont.	TOTAL
Project Ma	anagement	2%		\$22,475		\$0	\$22,47
Engineerir	ng	2%		\$22,475		\$0	\$22,47
Project Su	pport	2%		\$22,475		\$0	\$22,47
Miscellane	eous	0%		\$0		\$0	\$(
Subtotal: .	JEA Cost and Engineering			\$67,426		\$0	\$67,42
Total Pro	ject Costs		\$701,818	\$486,863	\$2,520	\$0	\$1,191,201
							ng Replacemen

PO Box 1799 (32201) 6805 Southpoint Parkway Jacksonville, FL 32216 TOLL FREE: 800.554.4761 FAX: 904.389.8653 www.mecojax.com

October 20, 2023

Company name 6825 Evergreen Ave. Jacksonville, Fl. 32208

Re: JEA NGS CT Unit 3 - 15kV Feeder Replacement

Mr. Sadmir Besic,

We are pleased to submit our proposal to furnish labor, materials, tools and supervision for the electrical installation on the above referenced project as per the information provided.

Our price includes and is based on the following:

#### **Inclusions and Clarifications:**

- 1. Our price is based on work being performed during normal working hours with one ten hour day of overtime allotted if needed.
- 2. Working on Holidays is not included in pricing.
- 3. All work will be performed in strict accordance with NFPA 70E, Miller Electric Safety Policy, OSHA 29CFR1910.333 and OSHA 29CFR1926.416.
- 4. Provide labor and equipment to remove five (5) existing cables from the existing cable tray and dispose of this in a JEA furnished dumpster located at the CT6 Unit work site.
- 5. Provide and install 5 parallel runs at 150' each (per Jea measurements) of 750 KCMIL copper 15 kv shielded medium voltage Prysmian Airguard cable.
- 6. Provide and install 30 new 15kv medium voltage raychem stress cone terminations with a MOD-3B-HVT kit.
- 7. Provide 30 two hole 750 KCMIL copper compression lugs.
- 8. Provide stress cone grounding materials.
- 9. Provide NETA certified testing and documentation of new cables being installed.
- 10. Install covers back on termination boxes and cable tray once testing is completed.
- 11. Provide rental equipment such as off road Lull and Boom lifts to help assist in the completion of this work.
- 12. Cable and terminations are 5-10 days lead time, 3000' of cable is currently in stock and the above lead times are based on current stock.

We appreciate the opportunity to submit our proposal and look forward to working with you on this and any other projects you may have in the future.



PO Box 1799 (32201) 6805 Southpoint Parkway Jacksonville, FL 32216 TOLL FREE: 800.554.4761 FAX: 904.389.8653 www.mecojax.com

Thank You,

**MILLER ELECTRIC COMPANY** 

Wolet I Thomas

Robbie Thomas, Sr. Project Manager

PO Box 1799 (32201) 6805 Southpoint Parkway Jacksonville, FL 32216 TOLL FREE: 800.554.4761 FAX: 904.389.8653 www.mecojax.com

October 20, 2023

Company name 6825 Evergreen Ave. Jacksonville, Fl. 32208

Re: JEA NGS CT Unit 5 - 15kV Feeder Replacement

Mr. Sadmir Besic,

We are pleased to submit our proposal to furnish labor, materials, tools and supervision for the electrical installation on the above referenced project as per the information provided.

Our price includes and is based on the following:

#### **Inclusions and Clarifications:**

- 1. Our price is based on work being performed during normal working hours with one ten hour day of overtime allotted if needed.
- 2. Working on Holidays is not included in pricing.
- 3. All work will be performed in strict accordance with NFPA 70E, Miller Electric Safety Policy, OSHA 29CFR1910.333 and OSHA 29CFR1926.416.
- Provide labor and equipment to remove five (5) existing cables from the existing cable tray and dispose of this in a JEA furnished dumpster located at the CT6 Unit work site.
- 5. Provide and install 5 parallel runs at 150' each (per Jea measurements) of 750 KCMIL copper 15 kv shielded medium voltage Prysmian Airguard cable.
- 6. Provide and install 30 new 15kv medium voltage raychem stress cone terminations with a MOD-3B-HVT kit.
- 7. Provide 30 two hole 750 KCMIL copper compression lugs.
- 8. Provide stress cone grounding materials.
- 9. Provide NETA certified testing and documentation of new cables being installed.
- 10. Install covers back on termination boxes and cable tray once testing is completed.
- 11. Provide rental equipment such as off road Lull and Boom lifts to help assist in the completion of this work.
- 12. Cable and terminations are 5-10 days lead time. 3000' of cable is currently in stock and the above lead times are based on current stock.

We appreciate the opportunity to submit our proposal and look forward to working with you on this and any other projects you may have in the future.



Thank You,

MILLER ELECTRIC COMPANY

Wolet I Thomas

Robbie Thomas, Sr. Project Manager

October 18, 2023

Company name 6825 Evergreen Ave. Jacksonville, Fl. 32208

Re: JEA NGS CT Unit 6 - 15kV Feeder Replacement

Mr. Sadmir Besic,

We are pleased to submit our proposal to furnish labor, materials, tools and supervision for the electrical installation on the above referenced project as per the information provided.

Our price includes and is based on the following:

#### **Inclusions and Clarifications:**

- 1. Our price is based on work being performed during normal working hours with one ten hour day of overtime allotted if needed.
- 2. Working on Holidays is not included in pricing.
- 3. All work will be performed in strict accordance with NFPA 70E, Miller Electric Safety Policy, OSHA 29CFR1910.333 and OSHA 29CFR1926.416.
- 4. Provide labor and equipment to remove five (5) existing cables from the existing cable tray and dispose of this in a JEA furnished dumpster located at the CT6 Unit work site.
- 5. Provide and install 5 parallel runs at 150' each (per Jea measurements) of 750 KCMIL copper 15 kv shielded medium voltage Prysmian Airguard cable.
- 6. Provide and install 30 new 15kv medium voltage raychem stress cone terminations with a MOD-3B-HVT kit.
- 7. Provide 30 two hole 750 KCMIL copper compression lugs.
- 8. Provide stress cone grounding materials.
- 9. Provide NETA certified testing and documentation of new cables being installed.
- 10. Install covers back on termination boxes and cable tray once testing is completed.
- 11. Provide rental equipment such as off road Lull and Boom lifts to help assist in the completion of this work.
- 12. Cable and terminations are 5-10 days lead time. 862' of Cable is currently in stock and the above lead times are based on current stock.

We appreciate the opportunity to submit our proposal and look forward to working with you on this and any other projects you may have in the future.



Thank You,

MILLER ELECTRIC COMPANY

Wolet I Thomas

Robbie Thomas, Sr. Project Manager

November 16, 2023

Company name 6825 Evergreen Ave. Jacksonville, Fl. 32208

Re: JEA NGS CT Unit 6,5&3 - Generator Connection Cabinet Installation

Mr. Amar,

We are pleased to submit our proposal to furnish labor, materials, tools and supervision for the electrical installation on the above referenced project as per the information provided.

Our price includes and is based on the following:

#### **Inclusions and Clarifications:**

- 1. Our price is based on work being performed during normal working hours.
- 2. Working on Holidays is not included in pricing.
- 3. All work will be performed in strict accordance with NFPA 70E, Miller Electric Safety Policy, OSHA 29CFR1910.333 and OSHA 29CFR1926.416.
- 4. Provide and install one aluminum connection cabinet to alleviate any water intrusion into the generator connection cabinet for each of the three units.

Our Lump Sum Price for All Three Units is in the amount of......\$20,304.60

Our Lump Sum Price Per Unit is in the amount of......\$6,768.20

We appreciate the opportunity to submit our proposal and look forward to working with you on this and any other projects you may have in the future.

Thank You.

**MILLER ELECTRIC COMPANY** 

Rolest I Sporos

Robbie Thomas, Sr. Project Manager

JEA 225 North Pearl Street Jacksonville, FL 32202-4513 United States

Туре	Standard Purchase Order
Purchase Order	216869
Revision	5
Order Created Date	24-OCT-2023
Buyer	Holloway, Victoria
Telephone	
Email	hollvl@jea.com
Revision Date	17-NOV-2023

Company: MILLER ELECTRIC COMPANY 2251 ROSSELLE ST Jacksonville, FL 32204 United States

Ship To	Bill To
JEA NORTHSIDE GENERATING STATION 4433 WILLIAM OSTNER ROAD Jacksonville, FL 32226 United States	acctpaycustsrv@jea.com

Customer Account No.	Company No.	Payment Terms	Freight	Terms	FOB	Transportation	Ship Via
	58984	NET 30	Paid		DESTINATIO		BEST
					N		WAY
Company Contact					ster		
					g, Joseph		
				younj	p@jea.com		

#### Notes to Company:

THIS PURCHASE ORDER IS YOUR NOTICE TO PROCEED. THIS PURCHASE ORDER IS FOR THE SERVICE WORK LISTED ON THE PURCHASE ORDER LINES BELOW. THE PURCHASE ORDER AMOUNT LISTED AT THE TOP OF THE PURCHASE ORDER IS THE NOT TO EXCEED (NTE) PRICE FOR THE CURRENT SCOPE OF WORK. IF THE SCOPE OF WORK OR SERVICE REQUIRED EXCEEDS OR WILL EXCEED THE CURRENT NTE PRICE THE SUPPLIER SHALL CONTACT THE PURCHASE ORDER CONTACT AND REQUEST DIRECTION ON HOW TO PROCEED. THE SUPPLIER SHALL PROVIDE ANY PRICE ADJUSTMENT REQUIRED TO COMPLETE THE WORK TO JEA AS SOON AS POSSIBLE.

INVOICES MUST BE SENT TO:

ACCTPAYCUSTSRV@JEA.COM

INVOICES SENT TO ANY OTHER E-MAIL ADDRESS WILL NOT BE PAID.

ALL INVOICES MUST REFERENCE THIS PURCHASE ORDER NUMBER.

TO ASSURE ACCURATE DELIVERY AND PAYMENT, ALL INVOICES AND PACKING SLIPS MUST CONTAIN THE PURCHASE ORDER NUMBER, RELEASE NUMBER (if applicable), LINE NUMBER, AND SHIPMENT LOCATION.

SHIPMENTS WITH INCOMPLETE PACKING SLIP MAY BE REJECTED AND RETURNED AT THE SUPPLIER'S EXPENSE.

INVOICE AND PAYMENT INQUIRIES SHOULD BE ADDRESSED TO:

ACCTPAYCUSTSRV@JEA.COM

SUPPLIERS CAN LOOK UP THE STATUS OF SUBMITTED INVOICES BY NAVIGATING TO JEA.COM, ABOUT, PROCUREMENT, LOOK UP AND INVOICE.

OR

COPY AND PASTE THE TEXT LINK BELOW INTO THE ADDRESS BAR ON YOUR BROWSER:

https://www.jea.com/about/procurement/look\_up\_an\_invoice/

THIS PURCHASE ORDER IS ISSUED WITH JEA'S STANDARD PAYMENT TERMS:

30 DAYS, NET INVOICE RECEIPT BY JEA.

JEA WOULD LIKE TO OFFER ANY OR ALL OF THE FOLLOWING OPTIONAL PAYMENT TERMS, ONE OF WHICH MAY BE EXECUTED AT THE REQUEST OF THE SUPPLIER, BY CORRESPONDING (BY EMAIL) TO THE ISSUING BUYER:

1% 20, NET 30 2% 10, NET 30

SUPPLIER MAY REQUEST ALTERNATE PAYMENT TERMS FOR JEA'S CONSIDERATION, HOWEVER, ALTERNATE PAYMENT TERMS ARE NOT EFFECTIVE UNTIL ACCEPTANCE BY JEA. JEA MAY ELECT TO ACCEPT THE ALTERNATE OR OPTIONAL PAYMENT TERMS AND ISSUE A CHANGE ORDER, OR MAINTAIN THE JEA STANDARD PAYMENT TERMS.

\*\*\*\* PLEASE NOTE ALL PAYMENT DATES ARE CALCULATED FROM THE DATE OF THE INVOICE RECEIPT BY ACCOUNTS PAYABLE. \*\*\*\*\*\*
Please formally accept this order by 26-OCT-2023

Line	Part Number / Description	Delivery Date/Time	Quantity	UOM	Unit Price	Amount
1	NEW PO FOR PN 800886 REPLACEMENT PROJEC THE 15kV FEEDER REP	CT. MILLER ELECT	RIC - PROV	IDE LABO		
	CONTACT: BURSCM@JEA.COM CHARLES BURSICH 904 665 6321					
	1 Ship To: Use the ship-to address a	at the top of page 1				
	Original shipmen	NCELLED on 03-NC nt quantity: 216913 ANCELLED: 216913	21			

Line	Part Number / Description	Delivery Date/Time	Quantity	UOM	Unit Price	Amount

2 \$0.00

NEW PO FOR PN 8008868. PWO 31263063. N35 EMERGENCY GENERATOR HV CABLE AND BUSHING REPLACEMENT PROJECT. MILLER ELECTRIC - PROVIDE LABOR, EQPT & MATERIALS TO COMPLETE THE 15kV FEEDER REPLACEMENT PER QUOTE Q-1025R2.

CONTACT: BURSCM@JEA.COM CHARLES BURSICH 904 665 6321

1 Ship To:

Use the ship-to address at the top of page 1

This shipment CANCELLED on 03-NOV-2023 Original shipment quantity: 216913.21 Quantity CANCELLED: 216913.21

\$0.00

NEW PO FOR PN 8008868. PWO 31257903. N36 EMERGENCY GENERATOR HV CABLE AND BUSHING

DEPLACEMENT PROJECT AND FOR PROJECT

REPLACEMENT PROJECT. MILLER ELECTRIC - PROVIDE LABOR, EQPT & MATERIALS TO COMPLETE THE 15kV FEEDER REPLACEMENT PER QUOTE Q-1025R2.

CONTACT: BURSCM@JEA.COM CHARLES BURSICH 904 665 6321

1 Ship To:

Use the ship-to address at the top of page 1

This shipment CANCELLED on 03-NOV-2023 Original shipment quantity: 216913.21 Quantity CANCELLED: 216913.21

4 \$216,913.21

CO TO PO 216869. PN 8009374. PWO 31266611. N33 EMERGENCY GENERATOR HV CABLE AND BUSHING REPLACEMENT PROJECT. MILLER ELECTRIC - PROVIDE LABOR, EQPT & MATERIALS TO COMPLETE THE 15kV FEEDER REPLACEMENT PER QUOTE Q-1025R2.

CONTACT: PEKUA@JEA.COM AMAR PEKUSIC 904 665 8896

1 Ship To:

Line	Part Number / Description	Delivery Date/Time	Quantity UOM	Unit Price	Amount
	Use the ship-to addres	s at the top of page 1			
5		IENT PROJECT. MILL	ER ELECTRIC - PR	CY GENERATOR HV CA OVIDE LABOR, EQPT & Q-1025R2.	
	CONTACT: PEKUA@JEA.COM AMAR PEKUSIC 904 665 8896				
	1 Ship To: Use the ship-to addres	s at the top of page 1			
6		IENT PROJECT. MILL	ER ELECTRIC - PR	CY GENERATOR HV CA OVIDE LABOR, EQPT & Q-1025R2.	
	CONTACT: PEKUA@JEA.COM AMAR PEKUSIC 904 665 8896				
	1 Ship To: Use the ship-to addres	s at the top of page 1			
7	REPLACEMENT PROJ	ECT. MILLER ELECT	RIC - PROVIDE LA	OR HV CABLE AND BUS BOR, EQPT & MATERIA PER QUOTE DATTED 11.	LS TO COMPLETE
	CONTACT: PEKUA@JEA.COM AMAR PEKUSIC 904 665 8896				
	1 Ship To: Use the ship-to addres	s at the top of page 1			
8	REPLACEMENT PROJ	ECT. MILLER ELECT	RIC - PROVIDE LA	OR HV CABLE AND BUS BOR, EQPT & MATERIA PER QUOTE DATTED 11.	LS TO COMPLETE
	CONTACT:				

Line	Part Number / Description	Delivery Date/Time	Quantity	UOM	Unit Price		Amount
	PEKUA@JEA.COM						
	AMAR PEKUSIC						
	904 665 8896						
	1 Ship To:						
	Use the ship-to address a	at the top of page 1					
	_						
9						•	\$6,768.20
	CO TO PO 216869. PN 80	09374 PWO 312666	18 N36 GF	NER A TOR	HV CARLE AND R		\$0,708.20
	REPLACEMENT PROJEC						MPLETE
	THE GENERATOR CON						WILLET E
	CONTACT:						
	PEKUA@JEA.COM						
	AMAR PEKUSIC						
	904 665 8896						
	4 01 : 5						
	1 Ship To:						
	Use the ship-to address a	it the top of page 1					
					Tota	1: <b>671,044.2</b> .	3 (USD)
						,	` ′

# Approving Authority

Jenny G. McCollum, Chief Purchasing Officer

#### JEA AND ST. JOHNS RIVER POWER PARK (SJRPP) PURCHASE ORDER TERMS AND CONDITIONS

- 1. The term .Company. shall mean the legal person, firm, corporation or any other entity, or business relationship with whom JEA has issued a Purchase Order to or has executed a Contract with.
- 2. Acceptance of this purchase order is limited to the terms on the face hereof and these Purchase Order Terms and Conditions.

  Additional or modified terms on Company.s form are objected to and rejected and shall be deemed a material alteration hereof.
- 3. TAX INSTRUCTIONS: Do not include sales and use tax. We remit tax directly to State of Florida. Registration for JEA 85-8012753002C-9; for SJRPP TPP-0142. Certificate of FET exempt # for JEA 59-2983007; for SJRPP 59-2351813.
- 4. JEA will issue payment to the Company for the amount requested in accordance with the payment terms listed herein following the date the invoice is received by JEA. JEA may reject an improper invoice within 10 calendar days after receipt. JEA will return the invoice to the Company stating the reasons for rejection. Upon receipt of an acceptable revised invoice, JEA will issue payment to the Company for the revised amount within the original payment terms or 10 days, whichever is latest.
- 5. JEA reserves the right to terminate all or part of this contract for its convenience. In such event, Company shall immediately stop all work and observe any instructions from JEA as to work in process. Company shall be paid an equitable adjustment for work already performed.
- 6. JEA may also terminate all or part of this contract for cause in the event of a default by Company. In such event, JEA shall not be liable to Company for any amounts, and Company shall be liable for, and shall hold JEA harmless from, any damages occasioned by the Company.s breach or default. If it should be determined that the JEA has improperly terminated this contract for default, such termination shall be deemed to be for JEA.s convenience.
- 7. Company warrants that all goods or services furnished hereunder shall be merchantable, and free from any defects in workmanship or material. If Company has been informed of the use of the products, Company also warrants that the items furnished hereunder are suited and appropriate for such use. Company shall indemnify and save the JEA harmless from any breach of this warranty, and no limitations on JEA.s remedy in Company.s documents shall operate to reduce this indemnification. Company shall extend all warranties it receives from its vendors to JEA. This warranty is in addition to all warranties contained under the law.
- 8. Company warrants that the prices quoted hereunder are the lowest prices inclusive of all applicable discounts for these or similar articles sold by the Company to other customers, and in the event of any price reduction between execution of the purchase order and delivery of the goods, JEA shall be entitled to such reduction.
- 9. JEA may delay delivery or acceptance of goods in the event of any unforeseen event. Company shall hold the goods pending JEA.s direction, and JEA shall be liable only for direct increased costs incurred by the Company by reason of JEA.s instructions.
- 10. JEA or representatives shall be allowed access to Company.s plants and to plants of Company.s suppliers to expedite production and shipment of goods. Company shall upon timely request furnish schedules and progress reports for JEA.s use in expediting.
- 11. JEA shall have the right to make changes in this order at any time and Company agrees to accept such changes. In the event such changes result in decreased or additional costs, JEA shall make an equitable adjustment in the purchase price provided any additional costs are itemized for JEA by Company.
- 12. Company agrees to hold JEA harmless from any patent or similar proceedings which are based on products sold by the Company hereunder. Company shall defend any such suits at its own expense, and JEA shall have the right to have such litigation monitored by its own counsel at the expense of Company.
- 13. For ten dollars (\$10.00) acknowledged to be included and paid for in the purchase price and other good and valuable considerations, the Company shall hold harmless, defend and indemnify JEA (and if applicable, Florida Power & Light Company (.FPL.), for purchases pertaining to the St. Johns River Power Park facility) against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, reasonable attorney.s fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to property, arising out of or incidental to the negligence, recklessness or intentional wrongful misconduct of Company and any person or entity used by Company in the performance of this Purchase Order or associated Contract. For purposes of this indemnification, the terms .JEA. and .FPL. shall include their governing boards, officers, employees, agents, successors, and assigns. The indemnification shall survive the term of the Purchase Order or associated Contract, for events that occurred during the term of this agreement. This indemnification shall be separate and apart from, and in addition to, any other indemnification provisions set forth elsewhere in this Purchase Order or associated Contract.
- 14. In the event that Company.s performance or contemplated performance of services hereunder, by Company.s employees or by persons under contract to Company, is to be done on JEA.s property, Company agrees that all such work shall be done as an independent contractor and that the persons doing such work shall not be considered employees of JEA. Company shall maintain all necessary insurance coverages, including public liability and Worker.s Compensation insurance. Company shall indemnify and save harmless and defend JEA from any and all claims of liabilities arising out of the work covered by this paragraph.
- 15. Payment for the goods delivered under this order shall not be deemed acceptance of such goods. Goods shall only be deemed accepted when they have actually been counted, inspected and tested by the JEA and found to be in conformance with this order. However, failure to inspect or test by JEA shall not relieve the Company of any responsibilities hereunder.
- 16. Time is of the essence on this contract. Company shall take all reasonable actions, including but not limited to use of overtime and shipment by expedited means, all at Company.s expense, to meet promised delivery.

- 17. This purchase order shall be governed by the laws of the State of Florida. All goods or services offered by Company pursuant to this contract shall comply with, satisfy and be subjected to all applicable codes, ordinances, rules and regulations of any governmental authority having jurisdiction, including the Florida Public Records law.
- 18. Material Safety Data Sheets (MSDS) must accompany shipments of any items containing toxic substances listed in Chapter 442, Florida Statutes.
- 19. This purchase order and any documents referred to on the face hereof and these Purchase Order Terms and Conditions constitute the entire agreement between the parties and can only be modified by change order. No part of this order may be assigned or subcontracted without the prior written approval of JEA. Any monies due JEA from Company can be set off from any monies due Company from JEA whether or not under this contract. JEA.s failure to insist on any right shall not operate as a waiver of any other right.

# 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. Vendor Name:

D&D Electrical Bus Service, LLC

#### 2. <u>Description of Services or Supplies provided by Vendor:</u>

## Award #9 12/07/23 Supporting Documents

#### 3. <u>Certification:</u>

•	y that to the best of my knowledge, no JE Single Source Emergency Procurement,		ndirectly, a
I the undersigned certif	y that this procurement meets the require	ments of a (choose one of the follow	ing):
Single Source P	rocurement. Please state which subsecti	on of Section 3-112 above applies to	this Single
OR			
Emergency Pro	<b>curement</b> - Please state which subsection	of Section 3-113 above applies to t	his Emergency
Procurement: 3-113(a)			
Brian Wilds	Digitally signed by Brian Wilds Pater 2023 10 23 11 26:52 -04/00*	40/00/00	
Signature of JEA Bus		<u>10/23/23</u> <b>Date</b>	_
Name of JEA Business	s Unit Manager		

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: October 21, 2023

Ref No: Q-1025R2

# Proposal to:

# JEA – Northside CT3, CT5, & CT6 Bushing/Flex Replacement



# Prepared by:

Derrick Henderson
D & D Electrical Bus Service, LLC

Phone: 601.967.6154

Email: dhenderson@ddbusservice.com

October 21, 2023

Ref No: Q-1025R2

Dear Mr. Blake Bobitt,

At D & D we take great pride in serving our customers and providing them with skilled service technicians. We specialize in medium voltage maintenance, transformer tie ins, breaker additions or changeouts, IPB / Non-Segregated bus installations, and medium voltage bus emergency response.

Thank you for the opportunity for D & D Electrical Bus Service to provide this **firm** proposal to replace the bushings and the flex links for the CT3, CT5, & CT6 units.

We have estimated it will take approximately 6 days to perform these activities **per unit**. Our crews typically work 10 hours per day. Mobilization(s) are listed in the pricing summary of this quote as a per mobilization price.

Please contact us if you have any questions or need more information.

Customer contact: Blake Bobitt

bobibd@jea.com 904.665.4814

Thank you again for your interest.

Sincerely,

Derrick Henderson T: 601.967.6154

dhenderson@ddbusservice.com

D & D Electrical Bus Service Team

Steve Davis 601.954.6092 <u>sdavis@ddbusservice.com</u>
Tristin McCraw 601.433.9867 <u>tmccraw@ddbusservice.com</u>



## **Table of Contents**

Scope of Work

Schedule

Pricing Summary

**Daily Rates** 

General Notes

Clarifications



### **Scope of Work**

- Remove existing bushings on both ends of the CT unit being worked.
- Install new bushings and flex links on both ends at the bushing locations for the same unit being worked.
- At the generator end, the bus will need to be modified slightly to fit up correctly in the CT cabinet area.

#### **Schedule**

		Day									
	Description	1	2	3	4	5	6	7	8	9	10
1	Remove flex links if not alread removed.										
	Remove bushing entering the cabinet and install new bushing. This one first										
2	to allow for adapter bar modification to the bus bar inside the cabinet										
3	Properly tape the adapter bar area to insulate properly.										
	Remove the bushings at the transformer and place new bushings at the										
4	transformer end										
	Remove the bushings on the generator end and install new bushings same										
5	location.										
6	Install flex link and verify torque both ends.										
	Notes:										
	Walk down unit and get on the LOTO for the unit being worked										
	Hold a JSA meeting before beginning work. This to be done each morning or	as co	ndit	ions	cha	nge					



**Pricing Summary** 

3 3 Bushing Genera 4 12 Flex links on Ge 5 12 Flex links on Tra 6 Install Flex links 7 Mobilize crew to 8 Remove existing 9 Install new bush  CT5 10 3 Bushing Transfo 11 3 Bushing Genera 12 3 Bushing Genera 13 12 Flex links on Ge 14 12 Flex links on Tra	ach, NEMA 4-hole pattern 2.25"-121				3000 amn ner
upper side connection  CT3  1 3 Bushing Transform 2 3 Bushing General 3 3 Bushing General 4 12 Flex links on General 5 12 Flex links on Transform 6 Install Flex links 7 Mobilize crew to a Remove existing 9 Install new bush  CT5 10 3 Bushing Transform 11 3 Bushing General 12 3 Bushing General 13 12 Flex links on General 14 12 Flex links on Transform 18 Flex links on General 19 Flex links on General	·	JNC threade	d <u>tin plated</u>	d bronzo c	
CT3  1 3 Bushing Transform 2 3 Bushing Genera 3 3 Bushing Genera 4 12 Flex links on Ge 5 12 Flex links on Tra 6 Install Flex links 7 Mobilize crew to 8 Remove existing 9 Install new bush  CT5 10 3 Bushing Transform 11 3 Bushing Genera 12 3 Bushing Genera 13 12 Flex links on Ge 14 12 Flex links on Tra	ormer end			<u>a</u> bionze c	onnector for
1 3 Bushing Transform 2 3 Bushing General 3 3 Bushing General 4 12 Flex links on General 5 12 Flex links on Transform 6 Install Flex links 7 Mobilize crew to Remove existing 9 Install new bush 10 3 Bushing Transform 11 3 Bushing General 12 3 Bushing General 13 12 Flex links on Transform 14 12 Flex links on Transform	ormer end				
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3 3 Bushing Genera 4 12 Flex links on Ge 5 12 Flex links on Tra 6 Install Flex links 7 Mobilize crew to 8 Remove existing 9 Install new bush  CT5 10 3 Bushing Transfo 11 3 Bushing Genera 12 3 Bushing Genera 13 12 Flex links on Ge 14 12 Flex links on Tra		\$	4,207	\$	12,621
4 12 Flex links on Ge 5 12 Flex links on Tra 6 Install Flex links 7 Mobilize crew to 8 Remove existing 9 Install new bush  CT5 10 3 Bushing Transfor 11 3 Bushing Genera 12 3 Bushing Genera 13 12 Flex links on Ge 14 12 Flex links on Tra	tor end of cable bus run	\$	4,207	\$	12,621
5 12 Flex links on Tra 6 Install Flex links 7 Mobilize crew to 8 Remove existing 9 Install new bush  CT5 10 3 Bushing Transfor 11 3 Bushing Genera 12 3 Bushing Genera 13 12 Flex links on Ge 14 12 Flex links on Tra	tor end entering CT cabinet	\$	4,207	\$	12,621
6 Install Flex links 7 Mobilize crew to 8 Remove existing 9 Install new bush  CT5 10 3 Bushing Transfo 11 3 Bushing Genera 12 3 Bushing Genera 13 12 Flex links on Ge 14 12 Flex links on Tra	nerator end (11")	\$	200	\$	2,400
7 Mobilize crew to 8 Remove existing 9 Install new bush  CT5 10 3 Bushing Transfor 11 3 Bushing Genera 12 3 Bushing Genera 13 12 Flex links on Ge 14 12 Flex links on Tra	ansformer end (30")	\$	400	\$	4,800
8 Remove existing 9 Install new bush  CT5 10 3 Bushing Transfor 11 3 Bushing Genera 12 3 Bushing Genera 13 12 Flex links on Ge 14 12 Flex links on Tra	both end of cable bus run (24 tota	al)		\$	15,552
9 Install new bush  CT5  10 3 Bushing Transfor  11 3 Bushing Genera  12 3 Bushing Genera  13 12 Flex links on Ge  14 12 Flex links on Tra	site			\$	3,402
CT5  10 3 Bushing Transfor  11 3 Bushing Genera  12 3 Bushing Genera  13 12 Flex links on Ge  14 12 Flex links on Tra	g bushings			\$	13,815
10 3 Bushing Transformal Bushing General Bushing General Bushing General Bushing General Bushing General Bushing General Flex links on General Bushing General	nings			\$	16,154
10 3 Bushing Transformal Bushing General Bushing General Bushing General Bushing General Bushing General Bushing General Flex links on General Bushing General		(	CT3 Price	\$	93,986
11 3 Bushing Genera 12 3 Bushing Genera 13 12 Flex links on Ge 14 12 Flex links on Tra					
12 3 Bushing Genera 13 12 Flex links on Ge 14 12 Flex links on Tra	ormer end	\$	4,207	\$	12,621
13 12 Flex links on Ge 14 12 Flex links on Tra	tor end of cable bus run	\$	4,207	\$	12,621
14 12 Flex links on Tra	tor end entering CT cabinet	\$	4,207	\$	12,621
	nerator end (11")	\$	200	\$	2,400
15 Mobilize crew to	ansformer end (30")	\$	400	\$	4,800
	site for installation of CT5			\$	3,402
16 Install Flex links	both end of cable bus run (24 tota	al)		\$	15,552
17 Remove existing	g bushings			\$	13,815
18 Install new bush	· · · · · · · · · · · · · · · · · · ·			\$	16,154
		(	CT5 Price	\$	93,986
CT6					
19 3 Bushing Transfo	ormer end	\$	4,207	\$	12,621
	tor end of cable bus run	\$	4,207	\$	12,621
	tor end entering CT cabinet	\$	4,207	\$	12,621
22 12 Flex links on Ge	nerator end (11")	\$	200	\$	2,400
23 12 Flex links on Tra	ansformer end (30")	\$	400	\$	4,800
24 Mobilize crew to	site for installation of CT6			\$	3,402
25 Install Flex links	both end of cable bus run (24 tota	al)		\$	15,552
26 Remove existing	g bushings			\$	13,815
27 Install new bush	nings			\$	16,154
		(	CT6 Price	\$	93,986
	Total Pric	e all op	tions	\$	281,958

Note: \* Bushings have a confirmed 6-8 week leadtime. All bushings will be the same throughout the unit. \* Flex links are 2 week lead time. Price does not include scaffold or scissor lift



#### **Rate Per Technician**

Reference Description				
Daily Rate	Monday - Friday 8-hour days (per day rate)	\$1,773		
Saturday Rate	Saturday Rate 8-hour minimum (calculated as OT)	\$2,041		
Overtime Rate	Calculated as time and a half. Per hour worked over 8-hours	\$ 255		
Sunday Rate	Sunday Rate will be 8-hours minimum	\$2,722		
Sunday OT Rate	Sunday OT hours for hours worked above 8 hours	\$ 340		
Holiday OT Rate	Holiday OT hours for hours worked above 8 hours	\$ 340		

#### **General Notes and Technical Concerns**

- Each member of the crew is a safety member with the authority to stop any project.
- Daily JSA meetings will take place at the beginning of each workday or if changes occur during the day that requires a safety review to get everyone on the same page.
- Safety is D&D's priority for every project.
- Each member of the crew has been through OSHA training.
- Welding certification and qualifications are available upon request.
- Welding standards are to AWS D1.2.
- All debris will be placed in the customer approved area.
- The crew will need access to 120V power.
- If welding, then the crew will need access to 480V, 200Amp power cord.
- Prior to work beginning, a PO should be submitted to D&D Electrical Bus Service, LLC.

Please submit PO as follows: D & D Electrical Bus Service, LLC PO Box 70 Brandon, MS 39043



# **Project Scope Statement**

Project Name:	N33, N35, N36 Generator HV Cable and Bushing Replacement
Address:	4377 Heckscher Dr., Jacksonville, FL 32226
Overall Project Budget:	\$1,123,775
Start Date:	10/20/2023
Index #:	TBD
Priority:	Extremely High
Requested By:	Margaret Limbaugh

Revision H	Revision History (add rows as needed)									
Version	Date	Author	Comments							
0	10/19/2023	Jose Dominguez	PD created with input from Blake Bobitt and Sadmir Besic							

Project Stakeholders (add or dele	Project Stakeholders (add or delete rows as applicable)							
Role	Name							
Sr Director/Director Projects	Gabor Acs							
Manager of PM	Jamila Akrayi							
Project Manager								
Technical Lead	Sadmir Besic/Blake Bobitt							
Environmental								
Facilities								
Security								
Safety								
Scheduler								
Estimator								
Cost Specialist								

Project Scope Statement Approval (add rows as applicable)									
Role	Name	Approval Received	Date of Approval						
Electric Systems	Ricky Erixton								
Project Owner/ Director	Margaret Limbaugh								
Manager of PM	Jamila Akrayi								
Plant Operations	Brian Wilds								
Plant Maintenance	Bryan Holmes								
Project Requestor	N/A								
Sr Engineering Manager	David Biruk								
Engineering Manager	Jose Dominguez								
Projects Control/Estimate	Tim Byrnes / Michael Hinson								
Environmental	N/A								
Security	N/A								

# **Project Summary**

This project is being proposed to replace the primary high voltage cables and bushings from the GSU's to the generators due to recent catastrophic equipment failures and extremely low insulation resistance of the cables during rainy days.

## Introduction & Background

The four GE 7B combustion turbine generators units at NGS are rated 68.889MVA with a 10MW/Min ramp rate. The first unit was commissioned in 1974 and the last one in 1975. The primary HV cables from the generator to the GSU appear to be the original cables installed as no documentation can be found of replacement in the past. Due to the age and exposure to the elements, these cables and bushing are susceptible to moisture intrusion as reflected on the low insulation resistance of the system during wet/rainy days and recent failures on CT3, CT5 and CT6 (see project justification for details). The primary HV cables and bushings on CT4 were replaced a few years ago. Per the IRP and runtime forecast models, these units will play a critical role in JEA's generation fleet flexibility as more renewable power in introduced to the system.

## **Project Justification**

The main objective of this project is to avoid potential damage to the N33, N35, and N36 CT units due to low insulation resistances in the feeder cables and associated equipment.

A practical rule for insulation resistance is the "One-Megohm" rule. This rule indicates an allowable lower limit for insulation resistance, where one megohm of insulation resistance is required for each 1000V present in a conductor. A recent 5KV Megger test was done during wet/humid conditions on the CT3, CT5, and CT6 13.8kV feeder cables connected to the TP5&6/TP3&4 transformers low side disconnects, showing a resistance of 1.5 megaohms, 200 kilohms, and 74 kilohms. This insulation resistance is dangerously low and could cause cable melting/explosions due to faults/arcs if the cables are not replaced. The insulation resistance values for these cables increased as the sun came up and the cables dried up.

CT6 cable bushings above the Generator Switchgear Enclosure suffered damage during a ground fault event and have visible corrosion on the contact surfaces. Because all six bushing contact surfaces need to be silvered and two of the bushings are physically damaged, all six bushings should be replaced. After CT6 was isolated and the substation breakers closed, CT5 experienced another fault, blowing up lightning arrestors and bushings on the transformer. About a week later, during a high rain event, CT3 experienced a catastrophic IPB/non-segregated bus failure, resulting in a severe fire and damage to the unit.

The flex links are in disrepair as well. They have broken strands and have gashes in the braids. The braids are contaminated and all need to be silver plated. Normally flex links should be replaced when signs of deterioration are present as the level of reliability is more critical the closer the equipment is to the generator and GSU.

Portions of the cable tray have been ripped off in storms and are a potential projectile during high winds. These need to be replaced not only to keep from damaging other equipment in severe storms but also to protect the cable jackets from sun exposure and precipitation. The contractor shall install a Peaked Flanged Aluminum cable tray cover on a four-foot-wide cable tray.

## **Project Scope of Work**

The scope of work below applies to each unit listed in this project definition. Total material and equipment will have a 3X multiplier.

#### Award #9 12/07/23 Supporting Documents

N33, N35, N36 Generator HV Cable and Bushing Replacement - Project Scope Statement

Removal of five feeder cables from an existing cable tray and stress cone terminations from the transformer low side disconnect and generator enclosure bushing box.

Removal of bushings from the generator unit and GSU disconnect switch bushing box.

Installation of bushings onto the generator unit and GSU disconnect switch bushing box.

Installation of five parallel cables and thirty stress cone terminations using associated copper compression lugs and stress cone grounding materials.

Installation of twenty-four flex links. There are twelve (12) eleven-inch braids at the generator end and twelve (12) thirty-inch braids at the transformer end. This is a three thousand Ampere bus; therefore, each flex link shall be rated for at least 750A.

Testing of the newly installed cables using 5kV Megger and 36kV High Potential tests to ensure proper installation and function of the new cables/bushings. Testing shall be accomplished with a MIT515 Megger and a PTS-80 DC HiPot Tester or equivalent.

#### Material

- 15kV Prysmian Airguard (AIRGUARD-15kV-750/3 or equivalent cable without impact resistance)
  - o 5 shielded multiconductor cables, 150FT
- Medium Voltage Raychem Stress Cone Terminations
  - o 30 terminations
- Stress cone grounding materials
- Two-hole copper compression lugs 1.75 hole spacing.
  - o 30 lugs
- 27kV 150kV BIL 3000A Bushings
  - 6 bushings: Three at top of Generator bushing box and three at Disconnect Switch bushing box are identical
  - 3 bushings on bottom of bushing box near Generator are identical
- 750MCM Flex Links Silver Plated
  - o 12 flex links 11 inches with four-inch rectangular crimped ferrule connections
  - 1.75-inch hole spacing
  - o Half inch 316 SS Hardware with Belleville washers
- Peaked Flanged Aluminum cable tray cover for a four-foot-wide tray

#### **References**

NEC Article 300: General Requirements for Wiring Methods and Materials

NEC Article 310: Conductors for General Wiring

NEC Article 328: Medium Voltage Cable: Type MV

NEC Article 392: Cable Trays

NEC Article 399: Outdoor Overhead Conductors over 1000 Volts

NEC Article 450: Transformers and Transformer Vaults (Including Secondary Ties)

NEC Article 610: Cranes and Hoists

NEC Article 685: Integrated Electrical Systems

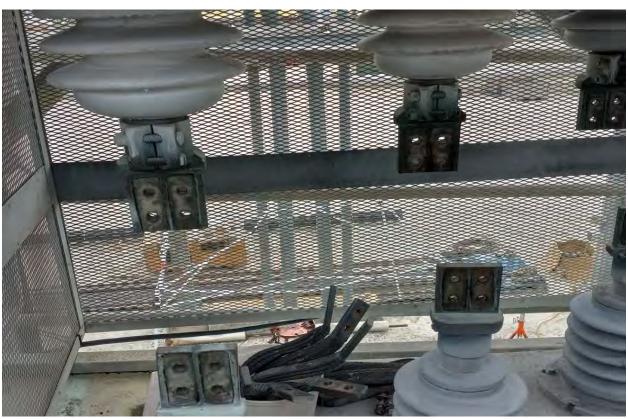
N33, N35, N36 Generator HV Cable and Bushing Replacement - Project Scope Statement



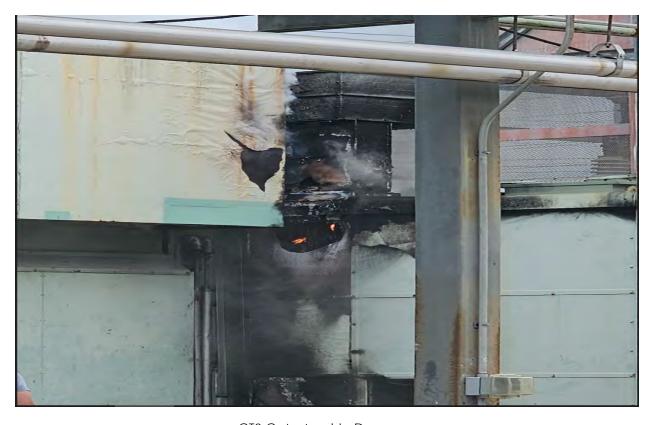
Cable Tray visible on Google Earth.



Bushings Boxed in Red and Thirty-Inch Flex Links High Lighted in Yellow at Disconnect Switch.



Top and Bottom Bushings at Generator and View of Eleven Inch Flex Links.



CT3 Catastrophic Damage.



CT3 Catastrophic Damage.

#### Risks

This work will be done during a short notice outage. Risk of going over budget or over schedule is minimal as we have current proposals from contractors and lead time for equipment. The risk of not doing this work as soon as possible could potentially have catastrophic consequences similar to the event on CT3.

# **Project Cost Estimate and Expenditure Forecast**

	Project Cost Estimate Breakdown										
Cost Category	Project Request	10% Design	30% Design	60% Design	90% Design	100% Design	Construction				
Engineering (enter engineering fee only)	\$22,475										
Surveys (survey portion of engineering consultant's fee if applicable)	Χ										
Studies (studies portion of engineering consultant's fee if applicable)	X										
Permitting	Χ										
Real Estate	Χ										
Project Management	\$22,475										
Project Support	\$22,475										
Construction	\$1,005,584										
Services During Construction	Χ										
JEA Supplied Labor/Materials	\$15,120										
Contingency	\$103,072										
Total	\$1,191,201										

Significant Material Summary										
Description	Unit Measure	Quantity	Cost Estimate							
Total Material cost for CT3	EA	1	\$193,752							
Total Material Cost for CT5	EA	1	\$193,752							
Total Material Cost for CT6	EA	1	\$193,752							

# **Project Implementation Schedule**

Milestone	Project Request	10% Design	30% Design	60% Design	90% Design	100% Design	Construction
Project Start	10/20/2023						
Design Start	10/20/2023						
Design Finish	10/23/2023						
Bid & Award	10/23/2023						
Construction Start	10/30/2023						
Substantial Completion	11/30/2023						
Final Completion	12/30/2023						
[Insert As Needed]**							

Award #9 12/07/23 Supporting Documents
N33, N35, N36 Generator HV Cable and Bushing Replacement - Project Scope Statement

PROJECTED CASH FLOW BY MONTH FOR FISCAL YEAR FY 2024														
											2		FY TOTAL	Project Tota
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep		
Project Budget							1	E 1			7		1	
JEA Cost & Engineering	\$10,000	\$28,713	\$28,713		1								\$67,426	\$67,426
Equipment/Fabrication		-											\$0	\$0
Construction/Project		\$340,000	\$783,775				1						\$1,123,775	\$1,123,775
Contract/PO Encumbrance		h	Lagrange 1	-	1-0								\$0	\$0
TOTAL	\$10,000	\$368,713	\$812,488	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,191,201	\$1,191,201
Quarterly Cash Flow		1st Quarter	\$1,191,201		2nd Quarter	\$0		3rd Quarter	\$0		4th Quarter	\$0		

## Attachment A - Cost Estimate

CIP Cat: Electrical System Generation  0 N33, N35, N36 Generator HV Cable and	JE				PWO Number:	31257903
File Name: Bushing Replacement		8			Estimate No:	C
Facility NGS					Date:	10/20/2023
Contractor Quotes			CLA	SS 2	Date	10/20/2020
			CLA	33 Z		
DIRECT CONSTRUCTION COSTS						
Contractor Cost		Material			Other/Sub-Cont.	TOTAL
Total From Estimate Details	50/	\$636,570	\$369,013	\$0		\$1,005,583
Contingency (Contractors Risk)  Subtotal Contractor Cost	5%	\$31,828 \$668,398	\$18,451 \$387,463	\$0 \$0		\$50,279 \$1,055,862
				,		
Total Contractor Costs		\$668,398	\$387,463	\$0	\$0	\$1,055,862
Additional Direct Costs		<u>Material</u>	JEA Labor	Equipment	Other/Sub-Cont.	TOTAL
JEA Supplied Material & Labor		\$0	\$12,600	\$2,520	\$0	\$15,120
JEA Contract Contingency	5%	\$33,420	\$19,373			\$52,793
Subtotal: Additional Direct Costs		\$33,420	\$31,973	\$2,520	\$0	\$67,913
Total Direct Costs		\$701,818	\$419,437	\$2,520	\$0	\$1,123,775
IEA Cost & Engineering	9/		IFA Labor		Sub Cant	TOTAL
JEA Cost & Engineering Project Management	<u>%</u> 2%		JEA Labor \$22,475		Sub-Cont. \$0	TOTAL \$22,475
Engineering	2%		\$22,475		\$0	\$22,475
Project Support	2%		\$22,475		\$0	\$22,475
Miscellaneous	0%		\$0		\$0	\$0
Subtotal: JEA Cost and Engineering			\$67,426		\$0	\$67,426
Total Project Costs		\$701.919	\$486,863	\$2.520	\$0	\$1,191,201

JEA 225 North Pearl Street Jacksonville, FL 32202-4513 United States

Туре	Standard Purchase Order
Purchase Order	216879
Revision	5
Order Created Date	24-OCT-2023
Buyer	Holloway, Victoria
Telephone	
Email	hollvl@jea.com
Revision Date	06-NOV-2023

Company: D&D Electrical Bus Service, LLC 195 CONCOURSE DRIVE PEARL, MS 39208 United States

Ship To	Bill To
JEA NORTHSIDE GENERATING STATION 4433 WILLIAM OSTNER ROAD Jacksonville, FL 32226 United States	acctpaycustsrv@jea.com

Customer Account No.	Company No.	Payment Terms	Freight	Terms	FOB	Transportation	Ship Via		
	925620	NET 30	Paid		DESTINATIO		BEST		
					N		WAY		
Company Contact				Requester					
				Young, Joseph					
					younjp@jea.com				

#### Notes to Company:

THIS PURCHASE ORDER IS ISSUED WITH JEA'S STANDARD PAYMENT TERMS:

30 DAYS, NET INVOICE RECEIPT BY JEA.

JEA WOULD LIKE TO OFFER ANY OR ALL OF THE FOLLOWING OPTIONAL PAYMENT TERMS, ONE OF WHICH MAY BE EXECUTED AT THE REQUEST OF THE SUPPLIER, BY CORRESPONDING (BY EMAIL) TO THE ISSUING BUYER:

1% 20, NET 30 2% 10, NET 30

SUPPLIER MAY REQUEST ALTERNATE PAYMENT TERMS FOR JEA'S CONSIDERATION, HOWEVER, ALTERNATE PAYMENT TERMS ARE NOT EFFECTIVE UNTIL ACCEPTANCE BY JEA. JEA MAY ELECT TO ACCEPT THE ALTERNATE OR OPTIONAL PAYMENT TERMS AND ISSUE A CHANGE ORDER, OR MAINTAIN THE JEA STANDARD PAYMENT TERMS.

\*\*\*\* PLEASE NOTE ALL PAYMENT DATES ARE CALCULATED FROM THE DATE OF THE INVOICE RECEIPT BY ACCOUNTS PAYABLE. \*\*\*\*\*\*

THIS PURCHASE ORDER IS YOUR NOTICE TO PROCEED.

INVOICES MUST BE SENT TO:

ACCTPAYCUSTSRV@JEA.COM

INVOICES SENT TO ANY OTHER E-MAIL ADDRESS WILL NOT BE PAID.

ALL INVOICES MUST REFERENCE THIS PURCHASE ORDER NUMBER.

TO ASSURE ACCURATE DELIVERY AND PAYMENT, ALL INVOICES AND PACKING SLIPS MUST CONTAIN THE PURCHASE ORDER NUMBER, RELEASE NUMBER (if applicable), LINE NUMBER, AND SHIPMENT LOCATION.

SHIPMENTS WITH INCOMPLETE PACKING SLIP MAY BE REJECTED AND RETURNED AT THE SUPPLIER'S EXPENSE.

INVOICE AND PAYMENT INQUIRIES SHOULD BE ADDRESSED TO:

ACCTPAYCUSTSRV@JEA.COM

SUPPLIERS CAN LOOK UP THE STATUS OF SUBMITTED INVOICES BY NAVIGATING TO JEA.COM, ABOUT, PROCUREMENT, LOOK UP AND INVOICE.

OR

COPY AND PASTE THE TEXT LINK BELOW INTO THE ADDRESS BAR ON YOUR BROWSER:

https://www.jea.com/about/procurement/look\_up\_an\_invoice/

Line	Part Number / Description	Delivery Date/Time	Quantity	UOM	Unit Price	Amount
1	NEW PO FOR PN 800886 REPLACEMENT PROJEC CT BUSHING AND BUS	CT. D&D ELECTRIC	CAL - PROV	IDE LABO	OR, EQPT & MATER	
	CONTACT: BURSCM@JEA.COM CHARLES BURSICH 904 665 6321					
	1 Ship To: Use the ship-to address a	at the top of page 1				
	Original shipmen	NCELLED on 03-NC nt quantity: 93986 ANCELLED: 93986	OV-2023			
2	NEW PO FOR PN 800886 REPLACEMENT PROJEC CT BUSHING AND BUS	CT. D&D ELECTRIC	CAL - PROV	IDE LABO	OR, EQPT & MATER	
	CONTACT: BURSCM@JEA.COM CHARLES BURSICH					

Line	Part Number / Description	Delivery Date/Time	Quantity	UOM	Unit Price	Amount
	904 665 6321  1 Ship To: Use the ship-to address	s at the top of page 1				
	Original shipm	ANCELLED on 03-NC ent quantity: 93986 CANCELLED: 93986	V-2023			
3	NEW PO FOR PN 80088 REPLACEMENT PROJ CT BUSHING AND BU	ECT. D&D ELECTRIC	AL - PRO	VIDE LAB	OR, EQPT & MATERIA	
	CONTACT: BURSCM@JEA.COM CHARLES BURSICH 904 665 6321					
	Original shipm	ANCELLED on 03-NC	OV-2023			
4	Quantity	CANCELLED: 93986				\$93,986.00
4	CO TO PO 216879. PN 8 REPLACEMENT PROJ COMPLETE CT BUSHI	ECT. D&D ELECTRIC	AL BUSS	- PROVIDI	E LABOR, EQPT & MA	ISHING
	CONTACT: PEKUA@JEA.COM AMAR PEKUSIC 904 665 8896					
	1 Ship To: Use the ship-to address	s at the top of page 1				
5	CO TO PO 216879. PN 8 REPLACEMENT PROJ COMPLETE CT BUSHI	ECT. D&D ELECTRIC	AL BUSS	- PROVIDI	E LABOR, EQPT & MA	
	CONTACT: PEKUA@JEA.COM					

Line	Part Number / Description	Delivery Date/Time	Quantity	UOM	Unit Price	Amount
	AMAR PEKUSIC 904 665 8896 1 Ship To: Use the ship-to address	s at the top of page 1				
6		ECT. D&D ELECTRIC	CAL BUSS -	PROVIDE	HV CABLE AND BUSHIN LABOR, EQPT & MATER TE Q-1025R2.	-
	CONTACT: PEKUA@JEA.COM AMAR PEKUSIC 904 665 8896					
	1 Ship To: Use the ship-to address	s at the top of page 1				
					Total: <b>281</b> ,	958.00 (USD)

# Approving Authority

Jenny G. McCollum, Chief Purchasing Officer

# JEA AND ST. JOHNS RIVER POWER PARK (SJRPP) PURCHASE ORDER TERMS AND CONDITIONS

- 1. The term .Company. shall mean the legal person, firm, corporation or any other entity, or business relationship with whom JEA has issued a Purchase Order to or has executed a Contract with.
- 2. Acceptance of this purchase order is limited to the terms on the face hereof and these Purchase Order Terms and Conditions.

  Additional or modified terms on Company.s form are objected to and rejected and shall be deemed a material alteration hereof.
- 3. TAX INSTRUCTIONS: Do not include sales and use tax. We remit tax directly to State of Florida. Registration for JEA 85-8012753002C-9; for SJRPP TPP-0142. Certificate of FET exempt # for JEA 59-2983007; for SJRPP 59-2351813.
- 4. JEA will issue payment to the Company for the amount requested in accordance with the payment terms listed herein following the date the invoice is received by JEA. JEA may reject an improper invoice within 10 calendar days after receipt. JEA will return the invoice to the Company stating the reasons for rejection. Upon receipt of an acceptable revised invoice, JEA will issue payment to the Company for the revised amount within the original payment terms or 10 days, whichever is latest.
- 5. JEA reserves the right to terminate all or part of this contract for its convenience. In such event, Company shall immediately stop all work and observe any instructions from JEA as to work in process. Company shall be paid an equitable adjustment for work already performed.
- 6. JEA may also terminate all or part of this contract for cause in the event of a default by Company. In such event, JEA shall not be liable to Company for any amounts, and Company shall be liable for, and shall hold JEA harmless from, any damages occasioned by the Company.s breach or default. If it should be determined that the JEA has improperly terminated this contract for default, such termination shall be deemed to be for JEA.s convenience.
- 7. Company warrants that all goods or services furnished hereunder shall be merchantable, and free from any defects in workmanship or material. If Company has been informed of the use of the products, Company also warrants that the items furnished hereunder are suited and appropriate for such use. Company shall indemnify and save the JEA harmless from any breach of this warranty, and no limitations on JEA.s remedy in Company.s documents shall operate to reduce this indemnification. Company shall extend all warranties it receives from its vendors to JEA. This warranty is in addition to all warranties contained under the law.
- 8. Company warrants that the prices quoted hereunder are the lowest prices inclusive of all applicable discounts for these or similar articles sold by the Company to other customers, and in the event of any price reduction between execution of the purchase order and delivery of the goods, JEA shall be entitled to such reduction.
- 9. JEA may delay delivery or acceptance of goods in the event of any unforeseen event. Company shall hold the goods pending JEA.s direction, and JEA shall be liable only for direct increased costs incurred by the Company by reason of JEA.s instructions.
- 10. JEA or representatives shall be allowed access to Company.s plants and to plants of Company.s suppliers to expedite production and shipment of goods. Company shall upon timely request furnish schedules and progress reports for JEA.s use in expediting.
- 11. JEA shall have the right to make changes in this order at any time and Company agrees to accept such changes. In the event such changes result in decreased or additional costs, JEA shall make an equitable adjustment in the purchase price provided any additional costs are itemized for JEA by Company.
- 12. Company agrees to hold JEA harmless from any patent or similar proceedings which are based on products sold by the Company hereunder. Company shall defend any such suits at its own expense, and JEA shall have the right to have such litigation monitored by its own counsel at the expense of Company.
- 13. For ten dollars (\$10.00) acknowledged to be included and paid for in the purchase price and other good and valuable considerations, the Company shall hold harmless, defend and indemnify JEA (and if applicable, Florida Power & Light Company (.FPL.), for purchases pertaining to the St. Johns River Power Park facility) against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, reasonable attorney.s fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to property, arising out of or incidental to the negligence, recklessness or intentional wrongful misconduct of Company and any person or entity used by Company in the performance of this Purchase Order or associated Contract. For purposes of this indemnification, the terms .JEA. and .FPL. shall include their governing boards, officers, employees, agents, successors, and assigns. The indemnification shall survive the term of the Purchase Order or associated Contract, for events that occurred during the term of this agreement. This indemnification shall be separate and apart from, and in addition to, any other indemnification provisions set forth elsewhere in this Purchase Order or associated Contract.
- 14. In the event that Company.s performance or contemplated performance of services hereunder, by Company.s employees or by persons under contract to Company, is to be done on JEA.s property, Company agrees that all such work shall be done as an independent contractor and that the persons doing such work shall not be considered employees of JEA. Company shall maintain all necessary insurance coverages, including public liability and Worker.s Compensation insurance. Company shall indemnify and save harmless and defend JEA from any and all claims of liabilities arising out of the work covered by this paragraph.
- 15. Payment for the goods delivered under this order shall not be deemed acceptance of such goods. Goods shall only be deemed accepted when they have actually been counted, inspected and tested by the JEA and found to be in conformance with this order. However, failure to inspect or test by JEA shall not relieve the Company of any responsibilities hereunder.
- 16. Time is of the essence on this contract. Company shall take all reasonable actions, including but not limited to use of overtime and shipment by expedited means, all at Company.s expense, to meet promised delivery.

- 17. This purchase order shall be governed by the laws of the State of Florida. All goods or services offered by Company pursuant to this contract shall comply with, satisfy and be subjected to all applicable codes, ordinances, rules and regulations of any governmental authority having jurisdiction, including the Florida Public Records law.
- 18. Material Safety Data Sheets (MSDS) must accompany shipments of any items containing toxic substances listed in Chapter 442, Florida Statutes.
- 19. This purchase order and any documents referred to on the face hereof and these Purchase Order Terms and Conditions constitute the entire agreement between the parties and can only be modified by change order. No part of this order may be assigned or subcontracted without the prior written approval of JEA. Any monies due JEA from Company can be set off from any monies due Company from JEA whether or not under this contract. JEA.s failure to insist on any right shall not operate as a waiver of any other right.

# 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. Vendor Name:

D&D Electrical Bus Service, LLC

#### 2. <u>Description of Services or Supplies provided by Vendor:</u>

## Award #10 12/07/23 Supporting Documents

#### 3. <u>Certification:</u>

•		EA employee has, either directly or indi-	ectly, a
financial interest in this	Single Source Emergency Procurement	, and	
I the undersigned certif	y that this procurement meets the requir	ements of a (choose one of the following	):
	<b>Procurement</b> . Please state which subsect	tion of Section 3-112 above applies to th	is Single
OR  Emergency Pro Procurement: 3-113(a)	curement - Please state which subsection	on of Section 3-113 above applies to this	Emergency —
Brian Wilds	Digitally signed by Brian Wilds Date: 2023.10.23 11.29.09-04.00°	10/23/23	
Signature of JEA Bus	siness Unit Manager	Date	

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: October 16, 2023

Ref No: Q-1026

# Proposal to:

# JEA - Northside CT3 Project



# Prepared by:

Derrick Henderson

D & D Electrical Bus Service, LLC

Phone: 601.967.6154

Email: dhenderson@ddbusservice.com

October 16, 2023

Ref No: Q-1026

Dear Mr. Blake Bobitt,

At D & D we take great pride in serving our customers and providing them with skilled service technicians. We specialize in medium voltage maintenance, transformer tie ins, breaker additions or changeouts, IPB / Non-Segregated bus installations, and medium voltage bus emergency response.

Thank you for the opportunity for D & D Electrical Bus Service to provide this **budgetary** proposal to work the CT3 compartment, bus, and cabinet where the failure occurred.

We have estimated it will take approximately 24 days to perform these activities. Eight (8) days for demolition, 16 days to install and refurbish. Our crews typically work 10 hours per day. This project is quoted to exclude Sundays. If the project is falling behind schedule, the crew will use Sundays and up to (12) hours to recapture schedule. Mobilization(s) are listed in the pricing summary of this quote as a per mobilization price.

Please contact us if you have any questions or need more information.

Customer contact: Blake Bobitt

bobibd@jea.com 904.665.4814

Thank you again for your interest.

Sincerely,

Derrick Henderson T: 601.967.6154

dhenderson@ddbusservice.com

D & D Electrical Bus Service Team

Steve Davis 601.954.6092 <u>sdavis@ddbusservice.com</u>
Tristin McCraw 601.433.9867 <u>tmccraw@ddbusservice.com</u>



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# **Scope of Work**

- Remove all debris and damaged areas in the CT3 failure area.
- Remove bus bar from within enclosure.
- Refurbish the bus interior as needed.
- Install new bar and block support locations throughout.
- Replace all damaged panels, bushings, and flex links.

As of 10/16/23, please note the cable has not yet been verified as good or bad. Cable and cable termination boxes will not be included in this quote at this point. Focus on the coming days will be to verify termination boxes and cables.

## **Schedule**

	Pro	roject Workday																						
Description 1 2 3 4 5		6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24				
Remove existing damage (demo)																								
Install and refurbish																								



# **Pricing Summary**

# Services

Item	Description	Price	Э
	Remove/replace damaged bus and bus bars for CT3		
1	Design/Engineer labor	\$	19,440
2	Material (Does not include replacement breaker)	\$	124,163
	Price includes: Bus bar throughout inside and outside cabinet, Flex links above comparment, (6) bushings at generator termination, (3) bushings at transformer termination, Flex links at cable bus termination both ends (generator and transformer), 316 SS hardware throughout (except silicon bronze nut to prevent gaul)		
3	Manufacture bus bar and block locations	\$	14,109
4	Mobilize Crew	\$	5,879
5	Remove existing damage and clean	\$	87,087
6	Install new bus bar, refurbished cabinet panels, bushings, and flex links	\$	130,312
	Total Project Price	\$	380,990
	Price does not include scaffold, scissor lift, or manlift.  Budgetary quote is priced to refurbish and reuse existing bar	hus encl	osure
	Price includes new bar throughout along with new block supp		
	Price includes crane and crane operator		
	Bushings are longest leadtime item at (6-8 weeks).  Expediting may be an option but (expedite) pricing not confirmed.		



### Rate Per Technician

Reference	Description	Rate
Daily Rate	Monday - Friday 8-hour days (per day rate)	\$1,773
Saturday Rate	Saturday Rate 8-hour minimum (calculated as OT)	\$2,041
Overtime Rate	Calculated as time and a half. Per hour worked over 8-hours	\$ 255
Sunday Rate	Sunday Rate will be 8-hours minimum	\$2,722
Sunday OT Rate	Sunday OT hours for hours worked above 8 hours	\$ 340
Holiday OT Rate	Holiday OT hours for hours worked above 8 hours	\$ 340

#### **General Notes and Technical Concerns**

- Each member of the crew is a safety member with the authority to stop any project.
- Daily JSA meetings will take place at the beginning of each workday or if changes occur during the day that requires a safety review to get everyone on the same page.
- Safety is D&D's priority for every project.
- Each member of the crew has been through OSHA training.
- Welding certification and qualifications are available upon request.
- Welding standards are to AWS D1.2.
- All debris will be placed in the customer approved area.
- The crew will need access to 120V power.
- If welding, then the crew will need access to 480V, 200Amp power cord.
- Prior to work beginning, a PO should be submitted to D&D Electrical Bus Service, LLC.

Please submit PO as follows: D & D Electrical Bus Service, LLC PO Box 70 Brandon, MS 39043



# **Project Scope Statement**

Project Name:	N33, N35, N36 Generator HV Cable and Bushing Replacement
Address:	4377 Heckscher Dr., Jacksonville, FL 32226
Overall Project Budget:	\$1,123,775
Start Date:	10/20/2023
Index #:	TBD
Priority:	Extremely High
Requested By:	Margaret Limbaugh

Revision F	Revision History (add rows as needed)											
Version	Date	Author	Comments									
0	10/19/2023	Jose Dominguez	PD created with input from Blake Bobitt and Sadmir Besic									

Project Stakeholders (add or de	elete rows as applicable)
Role	Name
Sr Director/Director Projects	Gabor Acs
Manager of PM	Jamila Akrayi
Project Manager	
Technical Lead	Sadmir Besic/Blake Bobitt
Environmental	
Facilities	
Security	
Safety	
Scheduler	
Estimator	
Cost Specialist	

Project Scope Statement Ap	proval (add rows as applicable)		
Role	Name	Approval Received	Date of Approval
Electric Systems	Ricky Erixton		
Project Owner/ Director	Margaret Limbaugh		
Manager of PM	Jamila Akrayi		
Plant Operations	Brian Wilds		
Plant Maintenance	Bryan Holmes		
Project Requestor	N/A		
Sr Engineering Manager	David Biruk		
Engineering Manager	Jose Dominguez		
Projects Control/Estimate	Tim Byrnes / Michael Hinson		
Environmental	N/A		
Security	N/A		

# **Project Summary**

This project is being proposed to replace the primary high voltage cables and bushings from the GSU's to the generators due to recent catastrophic equipment failures and extremely low insulation resistance of the cables during rainy days.

N33, N35, N36 Generator HV Cable and Bushing Replacement - Project Scope Statement

# **Introduction & Background**

The four GE 7B combustion turbine generators units at NGS are rated 68.889MVA with a 10MW/Min ramp rate. The first unit was commissioned in 1974 and the last one in 1975. The primary HV cables from the generator to the GSU appear to be the original cables installed as no documentation can be found of replacement in the past. Due to the age and exposure to the elements, these cables and bushing are susceptible to moisture intrusion as reflected on the low insulation resistance of the system during wet/rainy days and recent failures on CT3, CT5 and CT6 (see project justification for details). The primary HV cables and bushings on CT4 were replaced a few years ago. Per the IRP and runtime forecast models, these units will play a critical role in JEA's generation fleet flexibility as more renewable power in introduced to the system.

# **Project Justification**

The main objective of this project is to avoid potential damage to the N33, N35, and N36 CT units due to low insulation resistances in the feeder cables and associated equipment.

A practical rule for insulation resistance is the "One-Megohm" rule. This rule indicates an allowable lower limit for insulation resistance, where one megohm of insulation resistance is required for each 1000V present in a conductor. A recent 5KV Megger test was done during wet/humid conditions on the CT3, CT5, and CT6 13.8kV feeder cables connected to the TP5&6/TP3&4 transformers low side disconnects, showing a resistance of 1.5 megaohms, 200 kilohms, and 74 kilohms. This insulation resistance is dangerously low and could cause cable melting/explosions due to faults/arcs if the cables are not replaced. The insulation resistance values for these cables increased as the sun came up and the cables dried up.

CT6 cable bushings above the Generator Switchgear Enclosure suffered damage during a ground fault event and have visible corrosion on the contact surfaces. Because all six bushing contact surfaces need to be silvered and two of the bushings are physically damaged, all six bushings should be replaced. After CT6 was isolated and the substation breakers closed, CT5 experienced another fault, blowing up lightning arrestors and bushings on the transformer. About a week later, during a high rain event, CT3 experienced a catastrophic IPB/non-segregated bus failure, resulting in a severe fire and damage to the unit.

The flex links are in disrepair as well. They have broken strands and have gashes in the braids. The braids are contaminated and all need to be silver plated. Normally flex links should be replaced when signs of deterioration are present as the level of reliability is more critical the closer the equipment is to the generator and GSU.

Portions of the cable tray have been ripped off in storms and are a potential projectile during high winds. These need to be replaced not only to keep from damaging other equipment in severe storms but also to protect the cable jackets from sun exposure and precipitation. The contractor shall install a Peaked Flanged Aluminum cable tray cover on a four-foot-wide cable tray.

# **Project Scope of Work**

The scope of work below applies to each unit listed in this project definition. Total material and equipment will have a 3X multiplier.

### Award #10 12/07/23 Supporting Documents

N33, N35, N36 Generator HV Cable and Bushing Replacement - Project Scope Statement

Removal of five feeder cables from an existing cable tray and stress cone terminations from the transformer low side disconnect and generator enclosure bushing box.

Removal of bushings from the generator unit and GSU disconnect switch bushing box.

Installation of bushings onto the generator unit and GSU disconnect switch bushing box.

Installation of five parallel cables and thirty stress cone terminations using associated copper compression lugs and stress cone grounding materials.

Installation of twenty-four flex links. There are twelve (12) eleven-inch braids at the generator end and twelve (12) thirty-inch braids at the transformer end. This is a three thousand Ampere bus; therefore, each flex link shall be rated for at least 750A.

Testing of the newly installed cables using 5kV Megger and 36kV High Potential tests to ensure proper installation and function of the new cables/bushings. Testing shall be accomplished with a MIT515 Megger and a PTS-80 DC HiPot Tester or equivalent.

#### Material

- 15kV Prysmian Airguard (AIRGUARD-15kV-750/3 or equivalent cable without impact resistance)
  - o 5 shielded multiconductor cables, 150FT
- Medium Voltage Raychem Stress Cone Terminations
  - o 30 terminations
- Stress cone grounding materials
- Two-hole copper compression lugs 1.75 hole spacing.
  - o 30 lugs
- 27kV 150kV BIL 3000A Bushings
  - 6 bushings: Three at top of Generator bushing box and three at Disconnect Switch bushing box are identical
  - 3 bushings on bottom of bushing box near Generator are identical
- 750MCM Flex Links Silver Plated
  - o 12 flex links 11 inches with four-inch rectangular crimped ferrule connections
  - 1.75-inch hole spacing
  - o Half inch 316 SS Hardware with Belleville washers
- Peaked Flanged Aluminum cable tray cover for a four-foot-wide tray

# **References**

NEC Article 300: General Requirements for Wiring Methods and Materials

NEC Article 310: Conductors for General Wiring

NEC Article 328: Medium Voltage Cable: Type MV

NEC Article 392: Cable Trays

NEC Article 399: Outdoor Overhead Conductors over 1000 Volts

NEC Article 450: Transformers and Transformer Vaults (Including Secondary Ties)

NEC Article 610: Cranes and Hoists

NEC Article 685: Integrated Electrical Systems

N33, N35, N36 Generator HV Cable and Bushing Replacement - Project Scope Statement



Cable Tray visible on Google Earth.



Bushings Boxed in Red and Thirty-Inch Flex Links High Lighted in Yellow at Disconnect Switch.



Top and Bottom Bushings at Generator and View of Eleven Inch Flex Links.



CT3 Catastrophic Damage.



CT3 Catastrophic Damage.

# **Risks**

This work will be done during a short notice outage. Risk of going over budget or over schedule is minimal as we have current proposals from contractors and lead time for equipment. The risk of not doing this work as soon as possible could potentially have catastrophic consequences similar to the event on CT3.

# **Project Cost Estimate and Expenditure Forecast**

		Project Cos	t Estimate Brea	akdown			
Cost Category	Project Request	10% Design	30% Design	60% Design	90% Design	100% Design	Construction
Engineering (enter engineering fee only)	\$22,475						
Surveys (survey portion of engineering consultant's fee if applicable)	Х						
Studies (studies portion of engineering consultant's fee if applicable)	X						
Permitting	Χ						
Real Estate	Χ						
Project Management	\$22,475						
Project Support	\$22,475						
Construction	\$1,005,584						
Services During Construction	Χ						
JEA Supplied Labor/Materials	\$15,120		_				
Contingency	\$103,072						
Total	\$1,191,201						

Significant Material Summary											
Description	Unit Measure	Quantity	Cost Estimate								
Total Material cost for CT3	EA	1	\$193,752								
Total Material Cost for CT5	EA	1	\$193,752								
Total Material Cost for CT6	EA	1	\$193,752								

# **Project Implementation Schedule**

Milestone	Project Request	10% Design	30% Design	60% Design	90% Design	100% Design	Construction
Project Start	10/20/2023						
Design Start	10/20/2023						
Design Finish	10/23/2023						
Bid & Award	10/23/2023						
Construction Start	10/30/2023						
Substantial Completion	11/30/2023						
Final Completion	12/30/2023						
[Insert As Needed]**							

Award #10 12/07/23 Supporting Documents
N33, N35, N36 Generator HV Cable and Bushing Replacement - Project Scope Statement

				PROJEC	TED CASH FL	OW BY MO	ONTH FOR	FISCAL YEAR	R FY 2024					
													FY TOTAL	Project Total
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	-	-
Project Budget							1	1			7			
JEA Cost & Engineering	\$10,000	\$28,713	\$28,713		1								\$67,426	\$67,426
Equipment/Fabrication		1						-					\$0	\$0
Construction/Project		\$340,000	\$783,775				1						\$1,123,775	\$1,123,775
Contract/PO Encumbrance			1-0-1		1					-			\$0	\$0
TOTAL	\$10,000	\$368,713	\$812,488	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,191,201	\$1,191,201
Quarterly Cash Flow		1st Quarter	\$1,191,201		2nd Quarter	\$0		3rd Quarter	\$0		4th Quarter	\$0		

# Attachment A – Cost Estimate

Project: N33, N35, N36 Generator HV Cable and Bushing Replacement					Project Manager	Amar Pekusio
CIP Cat: Electrical System Generation					PWO Number:	31257903
File Name: 0 N33, N35, N36 Generator HV Cable and Bushing Replacement	JE	· ·	)		Estimate No:	(
Facility NGS						
					Date:	10/20/2023
Contractor Quotes			CLA	SS 2		
DIRECT CONSTRUCTION COSTS						
Contractor Cost		<u>Material</u>			Other/Sub-Cont.	<u>TOTAL</u>
Total From Estimate Details		\$636,570	\$369,013	\$0		\$1,005,583
Contingency ( Contractors Risk )	5%	\$31,828	\$18,451	\$0		\$50,279
Subtotal Contractor Cost		\$668,398	\$387,463	\$0	\$0	\$1,055,862
Total Contractor Costs		\$668,398	\$387,463	\$0	\$0	\$1,055,862
Additional Direct Costs		<u>Material</u>	JEA Labor	Equipment	Other/Sub-Cont.	TOTAL
JEA Supplied Material & Labor		\$0	\$12,600	\$2,520	\$0	\$15,120
JEA Contract Contingency	5%	\$33,420	\$19,373			\$52,793
Subtotal: Additional Direct Costs		\$33,420	\$31,973	\$2,520	\$0	\$67,913
Total Direct Costs		\$701,818	\$419,437	\$2,520	\$0	\$1,123,775
JEA Cost & Engineering	%		JEA Labor		Sub-Cont.	TOTAL
Project Management	2%		\$22,475		\$0	\$22,475
Engineering	2%		\$22,475		\$0	\$22,475
Project Support	2%		\$22,475		\$0	\$22,475
Miscellaneous	0%		\$0		\$0	\$0
Subtotal: JEA Cost and Engineering			\$67,426		\$0	\$67,426
Total Project Costs		\$701,818	\$486,863	\$2,520	\$0	\$1,191,201
		- N	133, N35, N36	Generator F	V Cable and Bushi	ng Replacement

JEA 225 North Pearl Street Jacksonville, FL 32202-4513 United States

Туре	Standard Purchase Order
Purchase Order	216874
Revision	0
Order Created Date	24-OCT-2023
Buyer	Holloway, Victoria
Telephone	
Email	hollvl@jea.com
Revision Date	

Company: D&D Electrical Bus Service, LLC 195 CONCOURSE DRIVE PEARL, MS 39208 United States

Ship To	Bill To
JEA NORTHSIDE GENERATING STATION 4433 WILLIAM OSTNER ROAD Jacksonville, FL 32226 United States	acctpaycustsrv@jea.com

Customer Account No.	Company No.	Payment Terms	Freight	Terms	FOB	Transportation	Ship Via
	925620	NET 30	Paid		DESTINATIO		BEST
					N		WAY
Company Contact				Reques	ster		
					p@jea.com		

### Notes to Company:

THIS PURCHASE ORDER IS ISSUED WITH JEA'S STANDARD PAYMENT TERMS:

30 DAYS, NET INVOICE RECEIPT BY JEA.

JEA WOULD LIKE TO OFFER ANY OR ALL OF THE FOLLOWING OPTIONAL PAYMENT TERMS, ONE OF WHICH MAY BE EXECUTED AT THE REQUEST OF THE SUPPLIER, BY CORRESPONDING (BY EMAIL) TO THE ISSUING BUYER:

1% 20, NET 30 2% 10, NET 30

SUPPLIER MAY REQUEST ALTERNATE PAYMENT TERMS FOR JEA'S CONSIDERATION, HOWEVER, ALTERNATE PAYMENT TERMS ARE NOT EFFECTIVE UNTIL ACCEPTANCE BY JEA. JEA MAY ELECT TO ACCEPT THE ALTERNATE OR OPTIONAL PAYMENT TERMS AND ISSUE A CHANGE ORDER, OR MAINTAIN THE JEA STANDARD PAYMENT TERMS.

\*\*\*\* PLEASE NOTE ALL PAYMENT DATES ARE CALCULATED FROM THE DATE OF THE INVOICE RECEIPT BY ACCOUNTS PAYABLE. \*\*\*\*\*\*

THIS PURCHASE ORDER IS YOUR NOTICE TO PROCEED.

INVOICES MUST BE SENT TO:

ACCTPAYCUSTSRV@JEA.COM

INVOICES SENT TO ANY OTHER E-MAIL ADDRESS WILL NOT BE PAID.

ALL INVOICES MUST REFERENCE THIS PURCHASE ORDER NUMBER.

TO ASSURE ACCURATE DELIVERY AND PAYMENT, ALL INVOICES AND PACKING SLIPS MUST CONTAIN THE PURCHASE ORDER NUMBER, RELEASE NUMBER (if applicable), LINE NUMBER, AND SHIPMENT LOCATION.

SHIPMENTS WITH INCOMPLETE PACKING SLIP MAY BE REJECTED AND RETURNED AT THE SUPPLIER'S EXPENSE.

INVOICE AND PAYMENT INQUIRIES SHOULD BE ADDRESSED TO:

ACCTPAYCUSTSRV@JEA.COM

SUPPLIERS CAN LOOK UP THE STATUS OF SUBMITTED INVOICES BY NAVIGATING TO JEA.COM, ABOUT, PROCUREMENT, LOOK UP AND INVOICE.

OR

COPY AND PASTE THE TEXT LINK BELOW INTO THE ADDRESS BAR ON YOUR BROWSER:

https://www.jea.com/about/procurement/look\_up\_an\_invoice/ Please formally accept this order by 26-OCT-2023

Line	Part Number / Description	Delivery Date/Time	Quantity	UOM	Unit Price	Amo	ount
1	NEW PO FOR PN 8008868 EQPT & MATERIALS FO QUOTE Q-1026.  CONTACT: BURSCM@JEA.COM CHARLES BURSICH 904 665 6321  1 Ship To: Use the ship-to address a	R COMPARTMEN'				· · · · · · · · · · · · · · · · · · ·	
					Tota	1: <b>380,990.00 (US</b>	<b>SD</b> )

# **Approving Authority**

Jenny G. McCollum, Chief Purchasing Officer

#### JEA AND ST. JOHNS RIVER POWER PARK (SJRPP) PURCHASE ORDER TERMS AND CONDITIONS

- 1. The term .Company. shall mean the legal person, firm, corporation or any other entity, or business relationship with whom JEA has issued a Purchase Order to or has executed a Contract with.
- 2. Acceptance of this purchase order is limited to the terms on the face hereof and these Purchase Order Terms and Conditions.

  Additional or modified terms on Company.s form are objected to and rejected and shall be deemed a material alteration hereof.
- 3. TAX INSTRUCTIONS: Do not include sales and use tax. We remit tax directly to State of Florida. Registration for JEA 85-8012753002C-9; for SJRPP TPP-0142. Certificate of FET exempt # for JEA 59-2983007; for SJRPP 59-2351813.
- 4. JEA will issue payment to the Company for the amount requested in accordance with the payment terms listed herein following the date the invoice is received by JEA. JEA may reject an improper invoice within 10 calendar days after receipt. JEA will return the invoice to the Company stating the reasons for rejection. Upon receipt of an acceptable revised invoice, JEA will issue payment to the Company for the revised amount within the original payment terms or 10 days, whichever is latest.
- 5. JEA reserves the right to terminate all or part of this contract for its convenience. In such event, Company shall immediately stop all work and observe any instructions from JEA as to work in process. Company shall be paid an equitable adjustment for work already performed.
- 6. JEA may also terminate all or part of this contract for cause in the event of a default by Company. In such event, JEA shall not be liable to Company for any amounts, and Company shall be liable for, and shall hold JEA harmless from, any damages occasioned by the Company.s breach or default. If it should be determined that the JEA has improperly terminated this contract for default, such termination shall be deemed to be for JEA.s convenience.
- 7. Company warrants that all goods or services furnished hereunder shall be merchantable, and free from any defects in workmanship or material. If Company has been informed of the use of the products, Company also warrants that the items furnished hereunder are suited and appropriate for such use. Company shall indemnify and save the JEA harmless from any breach of this warranty, and no limitations on JEA.s remedy in Company.s documents shall operate to reduce this indemnification. Company shall extend all warranties it receives from its vendors to JEA. This warranty is in addition to all warranties contained under the law.
- 8. Company warrants that the prices quoted hereunder are the lowest prices inclusive of all applicable discounts for these or similar articles sold by the Company to other customers, and in the event of any price reduction between execution of the purchase order and delivery of the goods, JEA shall be entitled to such reduction.
- 9. JEA may delay delivery or acceptance of goods in the event of any unforeseen event. Company shall hold the goods pending JEA.s direction, and JEA shall be liable only for direct increased costs incurred by the Company by reason of JEA.s instructions.
- 10. JEA or representatives shall be allowed access to Company.s plants and to plants of Company.s suppliers to expedite production and shipment of goods. Company shall upon timely request furnish schedules and progress reports for JEA.s use in expediting.
- 11. JEA shall have the right to make changes in this order at any time and Company agrees to accept such changes. In the event such changes result in decreased or additional costs, JEA shall make an equitable adjustment in the purchase price provided any additional costs are itemized for JEA by Company.
- 12. Company agrees to hold JEA harmless from any patent or similar proceedings which are based on products sold by the Company hereunder. Company shall defend any such suits at its own expense, and JEA shall have the right to have such litigation monitored by its own counsel at the expense of Company.
- 13. For ten dollars (\$10.00) acknowledged to be included and paid for in the purchase price and other good and valuable considerations, the Company shall hold harmless, defend and indemnify JEA (and if applicable, Florida Power & Light Company (.FPL.), for purchases pertaining to the St. Johns River Power Park facility) against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, reasonable attorney.s fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to property, arising out of or incidental to the negligence, recklessness or intentional wrongful misconduct of Company and any person or entity used by Company in the performance of this Purchase Order or associated Contract. For purposes of this indemnification, the terms .JEA. and .FPL. shall include their governing boards, officers, employees, agents, successors, and assigns. The indemnification shall survive the term of the Purchase Order or associated Contract, for events that occurred during the term of this agreement. This indemnification shall be separate and apart from, and in addition to, any other indemnification provisions set forth elsewhere in this Purchase Order or associated Contract.
- 14. In the event that Company.s performance or contemplated performance of services hereunder, by Company.s employees or by persons under contract to Company, is to be done on JEA.s property, Company agrees that all such work shall be done as an independent contractor and that the persons doing such work shall not be considered employees of JEA. Company shall maintain all necessary insurance coverages, including public liability and Worker.s Compensation insurance. Company shall indemnify and save harmless and defend JEA from any and all claims of liabilities arising out of the work covered by this paragraph.
- 15. Payment for the goods delivered under this order shall not be deemed acceptance of such goods. Goods shall only be deemed accepted when they have actually been counted, inspected and tested by the JEA and found to be in conformance with this order. However, failure to inspect or test by JEA shall not relieve the Company of any responsibilities hereunder.
- 16. Time is of the essence on this contract. Company shall take all reasonable actions, including but not limited to use of overtime and shipment by expedited means, all at Company.s expense, to meet promised delivery.

- 17. This purchase order shall be governed by the laws of the State of Florida. All goods or services offered by Company pursuant to this contract shall comply with, satisfy and be subjected to all applicable codes, ordinances, rules and regulations of any governmental authority having jurisdiction, including the Florida Public Records law.
- 18. Material Safety Data Sheets (MSDS) must accompany shipments of any items containing toxic substances listed in Chapter 442, Florida Statutes.
- 19. This purchase order and any documents referred to on the face hereof and these Purchase Order Terms and Conditions constitute the entire agreement between the parties and can only be modified by change order. No part of this order may be assigned or subcontracted without the prior written approval of JEA. Any monies due JEA from Company can be set off from any monies due Company from JEA whether or not under this contract. JEA.s failure to insist on any right shall not operate as a waiver of any other right.

# Facilities Master Planning - 1411274046

Vendor Rankings	M. Poteet	J. Scheel	W. Hiscox	Σ Rank	Rank	Bid Amount	BAFO Amount	Savings
CBRE	3	3	3	9	3	\$4,580,200.00	N/A	N/A
West Monroe	1	1	1	3	1	\$653,500.00	\$630,000.00	\$23,500.00
Procureability	2	2	2	6	2	\$670,000.00	\$670,000.00	\$0.00

M. Poteet	M. Poteet Quotation of Rates (30 Points) Pers		Past Performance/Com pany Experience (20 Points)	rformance/Com Design Approach & bany Experience Workplan (30 Points)		Rank
CBRE	4.28	19	20	27	70.28	3
West Monroe	30	18	15	27	90	1
Procureability	29.26	13	17	18	77.26	2

J. Scheel	J. Scheel  Quotation of Rates (30 Points)  Experience of Professional Personnel (20 Points)		Past Performance/Com pany Experience (20 Points)	Design Approach & Workplan (30 Points)	Total	Rank
CBRE	4.28	19	20	13	56.28	3
West Monroe	30	16	15	12	73	1
Procureability	29.26	14	17	12	72.26	2

W. Hiscox Quotation of (30 Points		Experience of Professional Personnel (20 Points)	Past Performance/Com pany Experience (20 Points)	Design Approach & Workplan (30 Points)	Total	Rank
CBRE	4.28	18	20	29	71.28	3
West Monroe	30	19	15	25	89	1
Procureability	29.26	15	17	20	81.26	2

Overall Averages	Quotation of Rates (30 Points)	Experience of Professional Personnel (20 Points)	Past Performance/Com pany Experience (20 Points)	Design Approach & Workplan (30 Points)	Total
CBRE	4.28	18.67	20.00	23.00	65.95
West Monroe	30.00	17.67	15.00	21.33	84.00
Procureability	29.26	14.00	17.00	16.67	76.93

### Award #11 12/07/23 Supporting Documents



November 21, 2023

Elaine Selders Purchasing Agent Senior Jacksonville Electric Authority 21 West Church St Jacksonville, Florida, 32257

RE: Facilities Master Planning

Dear Elaine:

West Monroe understands that JEA is in the process of delivering transformational efforts across the enterprise to better serve their customers, accommodate changing business needs, and optimize their operational portfolio. To meet these strategic business goals, JEA will need to better understand their current state facility operations and identify the gaps between current and desired future states. This effort is expected to impact core operational functions and will shape the way JEA does business for decades to follow.

The methodology that we have outlined is designed to bring scalability, organization, and thoughtful structure to JEA during this engagement. It builds upon our decades of experience leading similar facility planning initiatives both in and out of the utilities industry. We will first seek to understand the current state challenges, as well as define future state requirements necessary to meet JEA's strategic goals. We will document the current state of people, process, technology, and facilities through stakeholder interviews, visual facility inspections, and operational data analysis. Lastly, West Monroe will analyze the gaps that exist between JEA's facilities locations and best practices, including any identified pain points for operations, technology, process, governance, and talent management.

WMP takes pride in the services it provides to our clients helping them achieve their business needs. As part of this project, WMP will be measuring your satisfaction with our performance. At the end of the project, the survey described in Appendix A will be conducted in-person or electronically. If at any time, we are not meeting your expectations or you believe our performance would not allow you to further engage with West Monroe Partners or recommend us to a colleague or friend, please reach out to me at +1 (614) 372-7344 or Jill Novosel, our Director of Client Success at +1 (312) 980-9452.

One of the factors we use to measure the success of our client work is the long-term impact our services or solution will make on your organization. We have found that a key component of sustainable results is knowledge transfer from our team to yours. Expect our team to focus on working with you to identify the proper counterparts within your organization that our team can work with throughout this project.

We are pleased to have the opportunity to work with you on this project and understand the trust you have placed in us on this important effort.

Very truly yours,

Jeremy Tancredi

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### Facilities Master Planning ("Project")

This Statement of Work ("SOW") is made as of November 21, 2023 ("SOW Effective Date") by and between West Monroe Partners, LLC ("WMP") and Jacksonville Electric Authority ("Client" or "JEA"), and is incorporated into and subject to the terms of the [Actual Services Agreement Name] dated [Agreement Effective Date] between WMP and Client ("Agreement"). This SOW sets forth the allocation of responsibilities, overview, services, deliverables, assumptions, team structure, estimated timeline, and services fees.

#### **ACTIVITIES AND METHODOLOGY; DELIVERABLES**

Subject to the terms of this SOW and the Agreement, WMP will provide Services related to the following activities, and will provide the following Deliverables.

The activities will be grouped into 3 phases.

#### Phase 1 - Discovery & Mobilization (1 week)

Understand the current state facility challenges and define future state requirements necessary to meet JEA's strategic goals of serving the current and future needs of customers, being healthy, being safe, being sustainable, and using funds effectively.

#### Activities are comprised of:

- · On-board West Monroe to JEA systems and facilities
- Request and obtain current state JEA facility documentation (e.g., location drawings, leased versus owned, lease
  contracts, financials, operating costs etc.)
- Identify key stakeholders and participants to be engaged throughout various phases of the engagement
- Identify high impact facilities, prioritize into tiers based on facility metrics (square footage, capacity), and align on schedule for all in-scope areas
- Create baseline schedule for workshops, status meetings, site visits, etc.
- Conduct Vision and Values session to encompass mission, vision, core values, strategic focus areas and objectives, services, and goals of JEA relative to facilities
- Conduct kick-off session with stakeholders and support internal communications to help Client employees understand objectives, what to expect, and next steps

#### Deliverables are comprised of:

- Project data request list (.xlsx)
- Stakeholder and participant register (.ppt or .pdf)
- Baseline project schedule (.ppt or .pdf)
- Project KPIs and governance structure to continually monitor project progress & success (.ppt or .pdf)
- · Agreed-to project vision of success (.ppt or .pdf)
- Project communications plan and decision matrix (.ppt or .pdf)
- Project risk and issues tracker (.ppt or .pdf)

#### Assumptions include:

- Client stakeholders will be available for kick-off and vision and value sessions
- WMP team is identified and credentialed before kick-off
- JEA Project Manager will coordinate introductions and meetings and provide senior level influence to effect timely
  cooperation with the various JEA resources

Page 1 of 9

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JEA resources assigned to the project will have the relevant functional and technical experience, and decision-making
authority to be productive on the project team. If needed, Client will provide access to subject matter specialists on a
timely basis.

#### Phase 2 - Needs Assessment (5 weeks)

Document the current state of people, process, technology, and facilities through stakeholder interviews, visual facility inspections, and operational data analysis

Activities are comprised of:

- Curate and itemize incoming information from data requests
- Facilitate stakeholder workshops with select members of the business
  - Facilitate up to three (3) workshops (90-120 minutes) with business leaders to gain broad input on strategic plan of the business
  - Facilitate up to two (2) alignment workshops (90-120 minutes) with stakeholders to gather feedback on current state people, process, technology, and facilities
- · Develop and distribute workplace survey to understand current state user experience
  - Create a brief (20 questions or less) survey using preferred on-line survey tool (e.g., Google Sheet, Smartsheet, Survey monkey, etc.)
  - Work with JEA human resources / corporate communications to confirm approved messaging and target audience
  - o Utilize JEA-preferred communication channels to distribute the survey to desired workgroups
- Gather and analyze survey returns and develop cohort analysis based on responses
- Conduct physical site assessments for thirty (30) in-scope facilities
  - Obtain property and workspace measurements using various tools, including AutoCAD, satellite imagery, laser measurements, etc.
    - Complete up to three (3) work sampling walk-throughs in each designated location to:
      - Gather live data regarding vertical and horizontal space utilization, occupancy rates of designated work areas, equipment utilization, etc.
      - Gather qualitative data regarding facility conditions
      - Identify potential areas of improvement for workflow or layout
- Analyze requested data and information
  - Compare current lease costs and market trends
  - Perform financial analyses and modeling of real estate options via cost estimating, comparative analyses, and other similar analyses to support portfolio decisions
  - Analyze current operating cost and asset preservation benchmarks for comparable private and public sector facilities
- Present initial findings to key stakeholders
  - o Timing: Approximately week four (4) of the engagement
  - o Duration: 90-120 minutes
  - o Review first reactions from observations and analysis
  - o Align on any areas where analysis should be reviewed and/or revised, as applicable
  - Identify key observations that would benefit from further exploration, as applicable
- Present Current State Summary to key stakeholders
  - Timing: Conclusion of the phase
  - o Duration: 90-120 minutes

Deliverables are comprised of:

Initial Findings Report (.ppt or .pdf)



- · Current State Summary (.ppt or .pdf) to include
  - o Utilization analytics from thirty (30) in-scope facilities via work sampling and badge data analysis
  - Survey results of cohort analysis of current state user experience
  - Qualitative data collected during 30 in-scope facility condition assessments
  - Comparative analysis of existing leases and market trends
  - o Cost estimates and comparative analyses to support real estate portfolio decisions
  - Operating cost and asset preservation benchmarks compared to industry
  - Key improvement opportunities

#### Assumptions include:

- WMP will have access to necessary facilities for on-site inspection
- · Identified stakeholders will participate in the distributed survey
- JEA will provide WMP with timely, reliable, accurate and complete information as required
- JEA will provide direct access, or escorted access, to all in-scope facilities requiring site visits
- Key stakeholders from JEA will be readily available to support the efforts of this Project based upon a request by the Project Manager

For the sake of clarity, the following Activities are out of scope:

- Site visits and work sampling for out-of-scope facilities
- Site visits and work sampling for more than thirty (30) facilities
- · Site level detailed analysis; results are aggregated for network wide applicability

#### Phase 3 - Gap Analysis (3 weeks)

West Monroe will analyze the gaps that exist between JEA's facilities locations and best practices, including any identified pain points for operations, technology, process, governance, and talent management

#### Activities are comprised of:

- · Complete any additional/additive analysis activities from previous phase
- Compile and analyze work/location sampling data from thirty (30) in-scope facilities (Facility Optimization, Utilization, Capacity, Occupancy, etc.)
- · Identify and index operational opportunities, pain points, and cost/benefits identified in current state assessment:
  - Co-location of water, electric and support services
  - Utilization of property to offset environmental impacts
  - o Space consolidation and improving operational efficiency
  - Property acquisition, continual use, or disposition of real estate/property assets with regards to the impact on JEA's budget
  - o Consolidation and/or relocation of assets to enhance protection measures
  - o Strategic logistics plan with optimal customer response times within JEA's service territory
  - Private and public sector benchmarks and best practices, including recommendations for space utilization
- o Benchmarks for the type, quantity and location of spaces needed to support JEA's business needs
- Summarize and prioritize recommendations into an action plan aligned with JEA's strategic objectives for operations, technology, process, governance, and talent management relative to facilities



- Exercise due diligence in considering the current and long-term operational needs of the business, including factors such as the Integrated Resource Plan, blue and gray sky scenarios, location, security, service territory growth, accessibility, parking, etc.
- Benchmark relevant industry trends for placement of facilities, such as service center, warehouse, and maintenance facilities (e.g., service connects per service mile, service calls per mile, etc.)
- · Produce print, digital materials, and documentation concisely summarizing project updates and activities (.ppt or .pdf)
- Provide GIS documentation (e.g., GPS coordinates, total area, site dimensions, etc.) of current in-scope real estate
  assets and known future facility information/locations, as provided by client (.ppt or .pdf)
- Design a 3-, 5-, and 10-year portfolio strategy to optimize footprint utilization, location, occupancy, and capital spend for Electric, Water/Wastewater and support services

#### Deliverables are comprised of:

- Gap Analysis (.ppt or .pdf)
  - Operational opportunities, pain points, and cost/benefits identified in current state assessment for people, process, technology, and facilities
  - Life-cycle cost analysis on leasing and ownership solutions (.ppt or .pdf)
  - o Life-cycle cost analysis on remodeling/renovation proposed projects (.ppt or .pdf)
- Final Facility Master Planning Report (.ppt or .pdf)

#### Assumptions include:

- Client stakeholders will be available for follow-up discussions with team
- JEA will provide West Monroe with timely, reliable, accurate and complete information as required
- JEA will provide direct access, or escorted access, to all in-scope facilities requiring site visits
- Key stakeholders from JEA will be readily available to support the efforts of this Project based upon a request by the Project manager

For the sake of clarity, the following Activities are out of scope:

- Development of detailed storm response plan
- Implementation of portfolio strategy or Project recommendations
- Detailed comparative analysis to companies included in benchmarking activities



### Phase 4 - Project Management (duration of Project)

West Monroe project leadership will guide and support JEA through the engagement by creating and maintaining the project plan, developing and executing the communication plan, and providing ongoing project quality assurance, advisory, and risk management

#### Activities are comprised of:

- · Conduct project planning activities
- Execute communication planning and ongoing communications
- Conduct resource planning and coordination
- Lead status meetings
- Facilitate bi-weekly steering team meetings
- · Execute change management plans and communications
- Manage project risks and issues
- Provide ongoing quality assurance/advisory

#### Deliverables are comprised of:

Not applicable

### Work Products are comprised of:

- Project Status Reports to include the following topics:
  - o Overall project schedule (plan v. actual)
  - o Facility travel schedules (plan v. actual)
  - o Project stakeholder and sponsors list updates
  - Communication plan
  - Data requests
  - Risk and issues
  - o Project deliverables

#### Assumptions include:

- West Monroe will identify, track and update risk and issue log and assign each risk or issue to a JEA employee for accountability and action.
- · Timeline, scope, and pricing of engagement is based on a total of 30 in-scope facilities requiring a site visit,
- Pricing assumes work/travel is performed Monday-Friday during normal business hours.
- JEA Project Manager will serve as escalation point in the event issues cannot be addressed directly by West Monroe

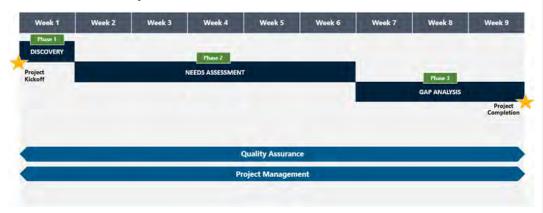
#### For the sake of clarity, the following Activities are out of scope:

- Creation and set-up of JEA project management office and associated functions
- Implementation of strategy, portfolio, and/or project recommendations



#### **TIMELINE**

The Services pursuant to this SOW are estimated to be performed over an elapsed period of 9 weeks. Activities are expected to be addressed in the following time frames:



### **PROJECT STAFFING**

The following WMP roles are scheduled to perform the Services pursuant to this SOW. Additional consultant may perform Services as subject matter specialists pursuant to this SOW.

- Engagement Lead (Part Time) Overall accountability for the success of the engagement, develops engagement strategy and provides direction to project team, escalation point for the Client. Provides oversight to project team.
- Project Manager (Full Time) Primary point of contact for Client. Manages the delivery of key activities and
  deliverables as previously outlined. Leads deliverable development efforts. Responsible for collecting data and
  leading a data collection team. Monitors project status, timeline, and budget
- Business Analysts (Full Time) Conducts data collection and analysis in selected Client facilities. Support
  deliverable development and participate in discovery workshops and requirements gathering.
- Subject Matter Specialists (Part Time) Provides subject matter expertise on the topics of space utilization and industry standards
- Quality Assurance Lead (Part Time) Provides quality assurance on project progress, activities, and deliverables.



The following Client roles are scheduled to be utilized during this SOW:

- JEA Executive Sponsor Provides direction and decision making for Client and resolves barriers for the project team
- **JEA Project Manager** Primary point of contact for WMP. Manages Client's resource involvement, guides overall project development and execution, and assists with obtaining necessary data and documentation as needed.
- JEA Business Leads Participates in workshops to provide broad input on strategic plan of the business. Deliver JEA process, technology, and methodology subject matter insight when needed

#### **ASSUMPTIONS**

This SOW is based on the following assumptions. Changes to the assumptions, the inclusion of additional assumptions, or changes to any of the terms of this SOW, will impact the estimated fees and schedules.

- This SOW will be executed promptly. Timelines, duration of Project, resources, etc. are based on timely execution of this SOW, and as applicable, the Agreement.
- If changes to the SOW are identified and/or requested by Client or WMP during the course of the Project, a Change
  Order will be mutually agreed upon and executed by Client and WMP detailing the necessary scope modification and,
  if applicable, revisions to the WMP resources, associated fees, and like changes. An example Change Order is in
  attached in Appendix B.
- Client and WMP agree that WMP may use information about this Project and Client's name in a press release relating
  to the Services and Deliverables provided in this SOW. WMP may utilize Client's name and logo in WMP's client
  credentials for marketing and publicity purposes. Client may request a copy of the case study or press release for
  review at any time.
- Client will provide WMP with reliable, accurate, and complete information as required.
- Client will make timely decisions and obtain required management approvals, all consents, and/or licenses necessary
  from third parties required for WMP to perform its obligations in this SOW.
- Client will provide WMP personnel with a suitable office environment and adequate resources and supplies, as needed.
- Client will retain responsibility for its compliance with all applicable federal, state/provincial, and local laws and regulations.
- WMP will be entitled to rely on all Client decisions and approvals made in relation to this SOW and nothing in the SOW will require WMP to evaluate, advise on, modify, confirm, or reject such decisions and approvals.
- Key client stakeholders (Project Sponsor, Steering Committee Members, Client Executives, etc.) will remain consistent
  throughout the duration of the project. Should key client stakeholders change throughout the engagement, effort
  required of WMP to revisit acceptance of project objectives, decisions, or scope to ensure executive alignment will be
  scoped as a separate Change Order.
- The terms of this SOW assume continued performance throughout the duration of the Project. If Client identifies a need
  to suspend the work for any reason during the Project, the parties will discuss the associated impact to timeline, fees,
  and staffing. WMP cannot guarantee the staffed resources will be available to complete Project in the event of work
  suspension.
- Neither party shall be liable for any delays or failures in performance (other than payment obligations hereunder) due to circumstances beyond its reasonable control.
- Client will accept Deliverables if they materially conform to the specifications set forth in this SOW. Should a Deliverable
  not materially conform to the specifications set forth in this SOW, Client will notify WMP of this non-conformance in
  reasonable detail within fourteen (14) days of delivery. WMP will have a reasonable period of time, based on the
  severity and complexity of the non-conformance, to correct the non-conformance. Notwithstanding any provision in the
  Agreement to the contrary, if Client fails to promptly notify WMP of any material non-conformance within fourteen (14)
  days after delivery, or unreasonably delays, then the Deliverable will be considered accepted by Client no later than
  the fourteenth (14th) day after delivery



Any services not explicitly set forth in this SOW are deemed out of scope for this SOW, and will be performed pursuant to a separate statement of work or change order executed by the parties. Without limiting the foregoing, the following activities are out of scope of this SOW:

- Development of detailed storm plan
- Execution of roadmap strategy, activities, and/or recommendations,

#### **LOCATION OF SERVICES**

Work pursuant to this SOW will be performed on Client's premises in Jacksonville, Florida, and at WMP offices. Site visits will be limited to one visit per in-scope facility over the span of five weeks in phase 2.

#### PROFESSIONAL ARRANGEMENTS

The Services will be performed on a fixed fee basis. The Services fees pursuant to this SOW will be \$471,000 which is inclusive of project related expenses. A total of three invoices will be generated on pre-defined dates as shown below.

Date	Invoice Amount	Notes
Execution of SOW	\$157,000	
Needs Assessment	\$157,000	Completion of Phase 2
Project End	\$157,000	Completion of Engagement
Total	\$471,000	

Please indicate your agreement with these terms by signing and returning this SOW on or before December 30, 2023 to enable WMP to manage our resources and business. WMP may not be able to honor these terms if WMP doesn't receive the signed

# Award #11 12/07/23 Supporting Documents



SOW by such date. This SOW may be executed in one or more counterparts and/or by facsimile or electronic submission, each of which will be deemed an original and all of which signed counterparts, taken together, will constitute one instrument.

Please note, notwithstanding anything to the contrary in the Agreement, WMP's address for all notices shall be 311 W.

Monroe Street, 14th Floor, Chicago, IL 60606.

WMP looks forward to working with you on this important project. Thank you for giving WMP this opportunity to be of service to your firm. If you have any questions, please do not hesitate to contact me at +1 (614) 3727344

Agreed and Acknowledged by:
Jacksonville Electric Authority
Authorized Signature
Printed Name and Title
Date



### **Appendix A: Client Satisfaction Survey**

In the spirit of ensuring we are the best partner we can be, we are continually looking to improve and would appreciate your feedback on our performance. At the end of the project, WMP will ask you and/or your team members and colleagues to complete the survey defined below in-person or electronically. If at any time, we are not meeting your expectations, or you believe our performance would not allow you to further engage with West Monroe Partners or recommend us to a colleague or friend, please reach out to your WMP contact or Jill Novosel, our Director of Client Success at +1 (312) 980-9452.

# Based on this engagement, how likely is it that you would recommend West Monroe Partners to a friend or colleague?

Not at all likely									Extrem	ely likely
0	1	2	3	4	5	6	7	8	9	10

### How satisfied are you with...

·	Very dissatisfied	Somewhat dissatisfied	Neither satisfied nor dissatisfied	Somewhat satisfied	Very satisfied	Not applicable
The scope of the engagement to meet your needs?	0	0	0	0	0	0
The team you worked with?	0	$\circ$	0	0	$\circ$	$\circ$
The creativity of ideas to solve your needs?	0	0	0	0	0	0
The overall quality of the work product you received?	0	0	0	0	0	0
The communications you received during the project?	0	0	0	0	0	0
The knowledge you gained from the project?	0	0	0	0	0	0

# Award #11 12/07/23 Supporting Documents

n your opinion, what ervices?	was the approximate	value created for your organiz	ation in relation to the fees paid	for ou
	Less than the amount paid	Same as the amount paid	More than the amount paid	
lease provide any a	dditional feedback on	your experience during the er	gagement.	
				<i>l</i> i
	ence with West Monro cribing your team's exp		ng to provide a client reference	(quote
			ng to provide a client reference	(quote
	cribing your team's ex		ng to provide a client reference	(quote
ase studý, etc.) desc yes, a member of o	Yes  No ur marketing departme	perience?	ng to provide a client reference	
ase studý, etc.) desc yes, a member of o omments, please do	Yes  No ur marketing departme	perience?		



#### **Appendix B: Change Order Template**

[Project Name] Change Order [Number]

[Effective Date of this Change Request]

[Individual's Name] [Individual's Title] [Company Legal Name] [Street Address] [City, State, ZIP]

Dear [Individual's Name]:

[Provide 1-2 sentence description of why the change order is necessary]

[Company Legal Name] ("Client") and West Monroe Partners ("WMP") executed a Statement of Work dated [SOW Effective Date] ("SOW") as part of the [Actual Services Agreement Name] dated [Agreement Effective Date] between WMP and Client ("Agreement"). This Change Order [Change Order Number] ("Change Order") documents an amendment to the SOW, which is effective as of the date stated at the top of this Change Order. The SOW as referred to in this Change Order is inclusive of any and all other previously executed change orders thereto. As mutually agreed by and between WMP and Client, the SOW will be amended as follows:

WMP will complete the following additional Activities:

- Activity
- Activity

WMP will create the following additional Deliverables:

- Deliverable
- Deliverable

WMP will no longer perform the following Activities or create the following Deliverables:

- Removed Activity/Deliverable
- Removed Activity/Deliverable

Adjustments to Assumptions and Timeline include:

- Outline any changes to Assumptions
- Outline any changes to the Timeline

Services Fees for this Change Order will be \$[dollar amount] and will be invoiced on [milestone date].

Except as expressly modified in this Change Order, all other terms in the SOW and Agreement remain unchanged and in full force and effect, and all internal references in the SOW to the SOW will mean the SOW as amended by this Change Order.

# Award #11 12/07/23 Supporting Documents



This Change Order may be executed in one or more counterparts and/or by facsimile or electronic submission, each of which will be deemed an original and all of which signed counterparts, taken together, will constitute one instrument.

We look forward to continuing working with you on this Project.	
Agreed and Acknowledged by:	Agreed and Acknowledged by:
West Monroe Partners, LLC	[Company Legal Name]
By: [WMP Signatory Name]	Authorized Signature

# 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> Cologix

### 2. Description of Services or Supplies provided by Vendor:

# Award #12 12/07/23 Supporting Documents

## 3. Certification:

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

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

Signature of JEA Business Unit Manager  Matthew D. Poteet Manager Facilities Construction & Planning		Date	
Matthew D. Poteet	Digitally signed by Matthew D. Poteet	7/19/23	
Emergency Procu	urement - Please state which subsection	of Section 3-113 above applies to this Er	nergency -
OR			
		ion of Section 3-112 above applies to this re-Vendor thatrendered the initial Services to JEA, provided the Procurement of the initial Serv	

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.

# Award #12 12/07/23 Supporting Documents



1601 19th Street, Suite 650 Denver, Colorado 80202

#### **JEA**

Attn:Christine Nunziato P.O. Box 4910 Jacksonville, FL 32210-4910 US

## **Service Order**

#### **Service Order**

Service Order #: 46334

Date: 11/28/2023

Sales Rep.: Scott Morris

All Quotes are valid for 30 calendar days unless otherwise noted

## Services Details / Jacksonville : JAX1

#### **RECURRING CHARGES**

Description	Service Term	Qty R	ate Amount
Cross Connect - Fiber	Month to Month	1 \$362	2.95 \$362.95
Cross Connect - Fiber	Month to Month	1 \$362	2.95 \$362.95
Full Cabinet	60 Months	1 \$350	0.00 \$350.00

Total Recurring Charges (Jacksonville : JAX1): USD \$1,075.90

### Services Details / Jacksonville2 : JAX2

### RECURRING CHARGES

Description	Service Term	Qty	Rate	Amount
Dedicated Office Space	60 Months	3245	\$1.70	\$5,516.50
Dedicated Office Space	60 Months	8222	\$1.70	\$13,977.40
Dedicated Office Space	60 Months	1247	\$1.70	\$2,119.90
Dedicated Office Space	60 Months	2099	\$1.70	\$3,568.30
Dedicated Office Space	60 Months	425	\$1.70	\$722.50
Cross Connect - Fiber	Month to Month	1	\$362.95	\$362.95
Cross Connect - Fiber	Month to Month	1	\$362.95	\$362.95
Cross Connect - Copper	Month to Month	1	\$262.50	\$262.50
Cross Connect - Copper	Month to Month	15	\$260.00	\$3,900.00
Cross Connect - Fiber	Month to Month	1	\$350.00	\$350.00
Cross Connect - Copper	Month to Month	1	\$262.25	\$262.25
Cross Connect - Copper	Month to Month	3	\$250.00	\$750.00
Cross Connect - Coax	Month to Month	1	\$266.25	\$266.25
Cloud Exchange Redundant Ports 10G	Month to Month	1	\$424.00	\$424.00
Cross Connect - Fiber	Month to Month	1	\$371.00	\$371.00
Extended Cloud Connect EVC Redundant	Month to Month	1	\$1,888.20	\$1,888.20
Extended Cloud Connect EVC Redundant	Month to Month	1	\$1,872.00	\$1,872.00
Cross Connect - Fiber	Month to Month	1	\$350.00	\$350.00
Extended Cloud Connect EVC Redundant	Month to Month	1	\$1,140.70	\$1,140.70
Cross Connect - Fiber	Month to Month	1	\$350.00	\$350.00
Cross Connect - Copper	Month to Month	3	\$250.00	\$750.00
Cross Connect - POTS	Month to Month	1	\$105.00	\$105.00
Cross Connect - Fiber	Month to Month	1	\$350.00	\$350.00
Extended Cloud Connect EVC Redundant	Month to Month	1	\$4,000.00	\$4,000.00
Other Recurring	60 Months	1	\$1,392.00	\$1,392.00
AC 30A 208V Single Phase (A+B) UPS	60 Months	32	\$0.00	\$0.00
AC 60A 208V Three Phase (A+B) UPS Generator	6/60 Months	3	\$0.00	\$0.00
AC 30A 208V Single Phase (A+B) UPS	60 Months	3	\$0.00	\$0.00
AC 20A 120V Single Phase	60 Months	8	\$0.00	\$0.00
AC 30A 208V Three Phase (A+B) UPS	60 Months	1	\$0.00	\$0.00

# Award #12 12/07/23 Supporting Documents

Kilowatt Deployment	60 Months	135	\$250.00	\$33,750.00
Private Suite	60 Months	1061	\$0.00	\$0.00
Kilowatt Deployment	60 Months	15	\$200.00	\$3,000.00

Total Recurring Charges (Jacksonville2 : JAX2): USD \$82,164.40

Grand Total Recurring Charges: USD \$83,240.30
tes
s order is replacing the following Service Orders
ce Order #SO19078-1, Service Order #SO19079-1, Service Order #SO19331-1, Service Order #SO22276-1, Service Order #SO25335-1, Service Order #SO25449-1, ce Order #SO26571-1, Service Order #SO28095-1, Service Order #SO29892-1, Service Order #SO29947-1, Service Order #SO32813-1, Service Order #SO33231-1, ce Order #SO33339-1, Service Order #SO35056-1, Service Order #SO37298-1, Service Order #SO39021-1, Service Order #SO39409-1, Service Order #SO40233-1, ce Order #SO40446-1, Service Order #SO41130-1, Service Order #SO41326-1, Service Order #SO41660-1, Service Order #SO42941-1, Service Order #SO43057-1, ce Order #SO43950-1, Service Order #SO43970-1, Service Order #SO45686-1
ms and Conditions
Service Order shall be binding as of the latter-dated signature below (the Service Commencement Date). The term of this Service Order shall commence on the first day a calendar month immediately following the Service Commencement Date and shall continue for the period set forth above in the "Service Details" section (the "Term").
Service Order is made subject to the terms and conditions of the master services agreement and related services schedule between Customer and Cologix, or, if no transfer services agreement and related services schedule exists directly between Cologix and Customer, then this Service Order is made subject to the terms and itions of the master services agreement and related services schedule between any Customer Affiliate and Cologix or any Cologix Affiliate (as amended, the ement). By signing this Service Order, each of Cologix and Customer agree that they will be deemed direct counterparties under the Agreement with respect to this ce Order such that each party can enforce its rights under the Agreement in connection with this Service Order. Further, each party to this Service Order acknowledges agrees that the terms and conditions of the Agreement are incorporated as if expressly set forth herein, and this Service Order, with such terms and conditions of the service on the constitutes a standalone contractual arrangement between Cologix and Customer hereunder for all purposes, including as required to enforce each so rights and obligations in connection with this Service Order. At Cologix's option, Cologix and Customer will execute a separate master services agreement with the terms and conditions as the Agreement. If at any time no master services agreement or services schedule is currently in place between Cologix and Customer or services and Customer Affiliate and Cologix or any Cologix Affiliate, then Customer and Cologix expressly agree that this Service Order shall be subject to the terms and tions of the applicable (based on the geographic location of the services being provided under this Service Order) master services agreement and services schedule, of which in the form available at https://cologix.com/cologix-contracts/ as of the date hereof and which collectively shall be deemed the Agreement for all purposes of this paragraph in connection with this Service Order.
ithstanding anything to the contrary in the agreement between the parties, during the Term, all service fees identified above shall increase on each 12-month rersary of the Service Commencement Date in an amount equal to two point five percent (2.5%). Such increase shall be automatically invoiced to Customer upon each onth anniversary of the Service Commencement Date.
of Customer and Cologix hereby consents to the execution of this Service Order by electronic means, including, without limitation, via Adobe e-signature products, and es that any such signature shall be deemed an original for all purposes hereunder.
logix US, Inc., as manager and attorney-in-fact Agreed to by Customer's Authorized signatory: the Affiliate that owns the data center identified ove in this Service Order

Signature: Signature:

Print Name: Title:

Date:

Date: SO46334

Title:

Print Name:



This MASTER SERVICES AGREEMENT (this "MSA") is entered into by and between Cologix US, Inc. with offices located at 2300 15th Street, Suite 300, Denver, CO 80202 ("Cologix") and JEA with offices located at 21 W Church St, Jacksonville,FL 32202 ("Customer") as of the latest dated signature below (the "Effective Date"), and consists of and is subject to the general terms and conditions set forth in this MSA and all Schedules and Service Orders (each as defined below) that are attached to this MSA or are subsequently entered into by the parties hereto (collectively, the "Agreement").

- Services. Cologix provides the services ("Services"), in accordance
  with the general terms and conditions set forth in this MSA, as well as
  the terms and conditions set forth on the schedule(s) referencing this
  MSA, and attached hereto or executed hereafter (each, a "Schedule").
  This Agreement shall apply to all Services provided to Customer by
  Cologix.
- Service Orders. Cologix will perform the Services specified in any written order between Cologix and Customer that is signed by both parties or, with respect to cross-connects only, any email order that is sent by Customer and confirmed by Cologix via email (each, a "Service Order"). Each Service Order shall identify the Services to be provided by Cologix to Customer, the recurring charges and any non-recurring charges for such Services and the term during which such Services are to be provided. Service Orders under this MSA may be entered into and performed by Cologix and/or any of its Affiliates (as defined below), including an Affiliate authorized to provide Service(s) in a country or jurisdiction other than the country or jurisdiction within which this MSA has been executed. As used herein, "Affiliate" shall mean any entity controlled by, controlling or under common control with the applicable party.
- 3. Representations and Warranties.
- a. Cologix represents and warrants to Customer that Cologix: (i) has the authority to enter into the Agreement and the Agreement constitutes a valid and binding obligation of Cologix that does not violate any other agreement between Cologix and any other person, (ii) will provide the Services in compliance with all applicable laws, rules and regulations; and (iii) Cologix will perform the Services in a workmanlike manner.
- Customer represents and warrants to Cologix that Customer: (i) has the authority to enter into the Agreement and the Agreement constitutes a valid and binding obligation of Customer that does not violate any other agreement between Customer and any other person, (ii) will use the Service(s) in compliance with all applicable laws, rules and regulations; and (iii) will comply with Cologix's Policies and Procedures: Facility User Guide, as amended from time to time ("Policies and Procedures"), by publishing at www.cologix.com and posting at Cologix's facilities. In addition to the foregoing, Customer hereby represents, warrants and covenants to Cologix that if Customer is handling "protected health information" or, if Customer is a "covered entity", in each case, as such term is defined by The Health Insurance Portability and Accountability Act of 1996 (as the same may be amended, "HIPAA"), then, to the extent any data is moving through a Cologix facility, Customer will, at all times during the term of this MSA, ensure that such data is encrypted in both storage and flight as required pursuant to all applicable HIPAA regulations.
- c. If Customer intends to resell or sublicense the Service(s), Customer further covenants that Customer (i) will not do any of the foregoing without Cologix's prior written consent, (ii) Customer will remain liable for the payment of all charges due under each Service Order and all

acts or omissions of any sublicensee of Customer shall be attributable to Customer under the Agreement, and (iii) will indemnify, defend and

#### Master Services Agreement

- hold Cologix harmless from claims made against Cologix by any third party that Customer resells or sublicenses the Service(s) to.
- d. EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE BY COLOGIX, AND COLOGIX EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. CUSTOMER IS SOLELY RESPONSIBLE FOR AND COLOGIX EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND LIABILITIES OF ANY KIND RELATING TO CUSTOMER'S SOFTWARE AND HARDWARE, INCLUDING THIRD-PARTY SOFTWARE AND/OR HARDWARE LICENSED BY CUSTOMER.

#### 4. Billing; Payment of Invoices; Taxes.

- Cologix will inform Customer in writing, including, without limitation, email communication, that Customer's ordered Service(s) are available for use by Customer ("Service Commencement Notice"). Upon receipt of such notice, Customer shall have a period of seventy-two (72) hours to confirm that the Service(s) is properly functioning. Unless Customer delivers written notice to Cologix within such seventy-two (72) hour period that the Service(s) is not properly functioning, billing shall commence following the date of the Service Commencement Notice ("Service Commencement Date"), regardless of whether Customer is prepared to accept delivery of the ordered Service(s). In the event that Customer notifies Cologix within the time period stated above that the Service is not functioning properly, then Cologix shall correct any deficiencies in the Service(s) and deliver a new Service Commencement Notice to Customer, after which the process stated above will be repeated. Notwithstanding the foregoing, if Customer has not provided Cologix with its final power configuration with respect to the ordered Service(s) within ten (10) business days of Customer's execution of the applicable Service Order, Customer acknowledges that Cologix shall have the right to deliver the Service Commencement Notice and commence billing for the Service(s) despite the fact that the Service(s) are not available to Customer for Customer's use.
- b. Unless otherwise specified in the applicable Service Order, any non-recurring charges will be invoiced by Cologix following the installation of the Services set forth in the applicable Service Order. Recurring charges will be billed monthly in advance, except for charges that are dependent upon usage of Services, which are billed in arrears. Billing for partial months will be prorated based on a calendar month.
- c. All amounts payable under the Agreement shall be payable in full within thirty (30) days of the date of invoice (the "Grace Period"), in United States dollars, unless otherwise specified in the applicable Service Order. Cologix reserves the right to charge a late fee of 1.5% per month or the maximum rate permitted by law, whichever is less, calculated from the end of the Grace Period. In addition, upon expiration of the Grace Period, Cologix reserves the right to, without limitation, suspend the performance of the Service(s), restrict Customer's access to the Customer space and equipment, refuse to provide any existing Service(s) and/or new Service(s) requested by Customer, and/or exercise any termination rights it has under this MSA.
- d. If Customer reasonably disputes an invoice, Customer must pay the undisputed amount before the expiration of the Grace Period and submit written notice of the disputed amount, within thirty (30) days of the date of the disputed invoice (with details of the nature of the dispute and the Service(s) and invoice(s) disputed). If the dispute is

- resolved against Customer, Customer shall pay the disputed amount plus interest from the date originally due.
- Cologix reserves the right to change Customer's payment terms, including requiring a deposit or another form of security, at any time

when Customer's payment history under any Service Order does not conform to this Section 4 or Customer has an Insolvency Event (as defined below). As used herein, "Insolvency Event" means making a general assignment for the benefit of a party's creditors, filing a voluntary petition in bankruptcy or any petition or answer seeking, consenting to, or acquiescing in reorganization or similar relief or an involuntary petition in bankruptcy or other insolvency protection is filled against the applicable party. The acceptance and deposit by Cologix of any payment from Customer that contains reference of any type that such payment constitutes "payment in full" shall not constitute an accord and satisfaction or a waiver by Cologix of any right(s) it possesses, in law or equity, to collect payment in full from Customer for any and all Services provided to Customer under the Agreement.

All charges for Service(s) are exclusive of applicable taxes and fees. Except for taxes based on Cologix's net income, Customer shall be responsible for all taxes and fees that arise in any jurisdiction, however designated, imposed on, incident to, or based upon the provision, sale or use of the Service(s) (collectively, the "Taxes"). Customer shall indemnify, defend and hold Cologix harmless from payment and reporting of all such Taxes, including costs, expenses, and penalties incurred by Cologix in settling, defending or appealing any claims or actions brought against Cologix related to, or arising from, Customer's non-payment of any such Taxes. If Customer is entitled to an exemption from any Taxes, Customer is required to present Cologix with a valid exemption certificate (in a form reasonably acceptable to Cologix). Cologix will give effect to any valid exemption certificate provided by Customer in accordance with the foregoing sentence to the extent it applies to any Service billed by Cologix to Customer following Cologix's receipt of such exemption certificate.

#### 5. Term, Termination; Expiration.

- a Unless otherwise specified in a Service Order, all Service Orders shall automatically renew for successive one-month terms (each a "Renewal Term"), unless either party provides written notice of non-renewal to the other party at least thirty (30) days prior to the end of the then-current term ("Non-Renewal Notice Period"). Cologix may increase any charges payable by Customer to Cologix during any Renewal Term by providing written notice of the new applicable charges at anytime prior to the end of the then-current term; provided, however, if Cologix delivers such notice during the Non-Renewal Notice Period, Customer shall have thirty (30) days from the date of Cologix's notice to give notice of non-renewal.
- Either party may terminate the Agreement or any Service Order, (i) if the other party fails to perform or breaches any material term or condition of the Agreement (other than as provided below) and does not cure such breach within thirty (30) days (ten (10) days for late payment of fees) following the receipt of a written notice from the nonbreaching party specifying the nature of the breach in reasonable detail and stating such party's intention to terminate the Agreement and/or Service Order, as applicable; or (ii) the other party has had an Insolvency Event. Other than as expressly provided in the Agreement, neither party shall have the right to terminate the Agreement or any Service Order during a term. If Customer terminates the Agreement or any Service Order for convenience prior to the end of the applicable term thereof, then Customer shall be required to provide not less than thirty (30) days' prior written notice to Cologix of such termination, and, prior to the effective date of such termination (and prior to Customer's removal of its equipment and personal property from the applicable Cologix facility), Customer shall pay to Cologix, as liquidated damages, a termination fee in an amount equal to one hundred percent (100%) of the monthly recurring charges due under the terminated Service Order(s) for the remainder of the term of such Service Order(s). The failure to pay amounts owed under a Service Order when due shall be considered a material breach of the Agreement. Notwithstanding the

- foregoing, Customer's sole remedies for Service outages, failures or defects are contained in any service level agreement(s) ("SLAs") included in any Schedule, if any.
- c. Within five (5) business days of expiration, or the earlier termination, of the Agreement or any Service Order, Customer shall remove all of its equipment and other personal property (which shall include any hardware or software licensed by Customer from a third party) from Cologix's facility(ies). If Customer fails to remove its equipment or other personal property, Cologix may, without prior notice to Customer, disconnect, remove and dispose of Customer's equipment or other personal property at Customer's expense.
- In the event of any change in applicable law, regulation, decision, rule or order that materially increases the costs or other terms of delivery of the Service(s), Cologix and Customer will negotiate, in good faith, regarding how to address the change and, in the event that the parties are unable to reach agreement within thirty (30) days after Cologix's delivery of written notice requesting negotiation, then (i) Cologix may modify the Agreement upon written notice, to the extent necessary to address such change, or terminate the Agreement, and (ii) if Cologix elects to modify the Agreement, Customer may terminate the affected Service(s) by delivering written notice of termination to Cologix no later than thirty (30) days after its receipt of Cologix's notice.
- 6. <u>Limitation of Liability</u>. Except where a party has an indemnification obligation to the other party or where such party has acted with gross negligence or willful misconduct, in no event will either party be liable to the other party for any indirect, consequential, incidental, special or punitive damages, including, without limitation, loss of use, interruption of business, loss of data or loss of profits, arising out of or in any way connected with the Agreement or the Services, even if the relevant party has been advised of the possibility of such damages.
- 7. Indemnification. To the extent permitted by applicable law, each party agrees to indemnify the other party, its Affiliates, and their respective officers, directors, members, shareholders, employees, agents, assigns and successors, and shall hold them harmless against any losses, liabilities, damages, costs or expenses (including reasonable attorneys' fees) resulting from a third party claim, arising out of or alleged to have arisen out of, (a) such party's breach of its obligations, representations or warranties under the Agreement or (b) bodily injury, death or property damage caused by such party. The indemnified party agrees to give prompt written notice to the indemnifying party of any such claim; provided, that any delay in furnishing such notice shall not discharge the indemnifying party from its indemnification obligation hereunder, except to the extent such delay results in actual prejudice to the indemnifying party. The indemnifying party shall undertake and conduct the defense of any claim so brought. The indemnifying party shall keep the indemnified party advised of the progress of any such claim and the indemnified party shall have the right to participate in such claim at its own expense. If the indemnifying party shall fail to take timely action to defend any such claim then the indemnified party may defend such claim at the indemnifying party's expense. The indemnifying party shall not have the right to settle, compromise or otherwise enter into any agreement regarding the disposition of any claim without the indemnified party's prior written consent, which may not be unreasonably withheld, except for a claim solely for monetary damages.
- 8. <u>Insurance</u>. Customer agrees to keep in full force and effect during the term of the Agreement: (a) comprehensive general liability insurance, including contractual liability insurance, in an amount not less than One Million Dollars \$1,000,000 per occurrence, providing for the investigation, defense and satisfaction (by settlement or otherwise) of any claim under the Agreement, (b) "Special Causes of Loss" (formerly known as "All Risk") Property insurance covering all of Customer's personal property located at any of Cologix's facilities and (c) workers' compensation insurance in an

amount not less than that required by applicable law and Employer's Liability with limits of at least Five Hundred Thousand Dollars (\$500,000). Customer acknowledges that (x) it retains the risk of loss for, or damage to, its equipment and other personal property located at any of Cologix's facilities and (y) Cologix's insurance policies do not provide coverage for Customer's equipment or other personal property. Customer's general liability policy shall indicate that insurer provides the primary, non-contributory insurance for any claims under the Agreement. Each of Customer's general liability policy and property insurance policy shall include a provision denying insurer subrogation rights against Cologix and the Cologix indemnitees. Customer shall cause the insurance company issuing such policies to issue a certificate to Cologix confirming that such policies are in full force and effect and provide coverage to Cologix and the Cologix indemnitees as additional insureds and confirming that before any cancellation or material modification, the insurance company will provide Cologix with thirty (30) days prior written notice. Customer shall require any contractor, customer or other third party entering a Cologix facility on Customer's behalf to procure and maintain the same types, amounts and coverage extensions as required of Customer. Without limiting the requirements above or the defense and hold harmless obligations set forth herein, Cologix acknowledges that Custmer has a selfinsurance program in place to insure for each of the required insurance coverages set forth above in this Section 8. Customer shall provide evidence to Cologix of its self-insurance program at any time on request.

- 9. Confidential Information. "Confidential Information" means Cologix's pricing and terms of Service and any reports or other documents provided by Cologix to Customer with respect to Cologix's business or operations. Customer agrees that it (i) will not disclose the Confidential Information to any third party except as required by law and (ii) Customer will take reasonable precautions to protect the confidentiality of such Confidential Information. In the event that Customer is required by law to make any disclosure of any Confidential Information, Customer must first give written notice of such requirement to Cologix, and must permit Cologix to intervene in any relevant proceedings to protect its interests in the Confidential Information. Customer acknowledges and agrees that damages at law would be an insufficient remedy to Cologix in the event that any of the covenants contained in this Section are violated. Accordingly, in addition to any other remedies or rights that may be available to Cologix, Cologix shall also be entitled, upon application to a court of competent jurisdiction, to obtain injunctive relief to enforce the provisions of this Section, and in any proceeding in which Cologix attempts to specifically enforce any or all such covenants, Customer hereby waives the defense that an adequate remedy at law exists.
- 10. <u>Publicity</u>. During the term of the Agreement, Customer grants Cologix the right to use Customer's logo and name on Cologix's website and promotional materials. Customer shall have the right to require Cologix to terminate any such uses at any time by written notice.
- 11. <u>Relationship of Parties</u>. Nothing in the Agreement will be construed to imply a joint venture, partnership or agency relationship between the parties, and Cologix will be considered an independent contractor when performing Service(s) under the Agreement.
- 12 <u>Assignment</u>. Customer may not assign the Agreement without Cologix's prior written consent.
- 13. <u>No Third Party Beneficiaries.</u> No provisions of the Agreement are intended to, or shall be construed to, confer upon any person, other than the parties hereto, any rights, remedies or other benefits under or by reason of the Agreement.
- 14. <u>Notices</u>. All notices required or permitted hereunder must be given in writing and, except for routine notices that the parties agree to send and

receive electronically, shall be considered properly given if hand-delivered, mailed first class mail (postage prepaid and return receipt requested) or sent by express overnight courier at the address specified on the first page of this MSA or at such other address as a party may specify in writing pursuant to this Section. All notices shall be deemed given when received.

- 15. Governing Law; Consent To Jurisdiction; Waiver of Jury Trial. The Agreement shall be deemed to be a contract made under, and shall be construed in accordance with, the laws of the State of Colorado (without reference to the conflicts of laws provisions therein and the federal laws of the United States). In addition, each party consents to the exclusive jurisdiction of any state or federal court empowered to enforce the Agreement located in Denver County, Colorado, and waives any objection thereto on the basis of personal jurisdiction or venue. Each party waives their respective rights to trial by jury for any claim whatsoever in any way connected with the Agreement or the relationship between the parties.
- 16. <u>Force Majeure</u>. Except with respect to any payment obligations, neither party will be liable for any failure or delay in its performance under the Agreement due to causes beyond its reasonable control. In the event that Cologix is not able to deliver any Service(s) as a result of a force majeure event, Customer shall not be obligated to pay Cologix for the affected Service(s) for so long as Cologix is unable to deliver the affected Service(s).
- 17. <u>Waiver</u>. No waiver will be effective unless documented in a writing signed by an authorized representative of the party against which enforcement of the waiver is sought. The failure of either party to insist upon strict performance of any of the terms or provisions of the Agreement, or the exercise of any option, right or remedy contained herein, shall not be construed as a waiver of any future application of such term, provision, option, right or remedy, and such term, provision, option, right or remedy shall continue and remain in full force and effect.
- 18. <u>Survival</u>. Any term or provision of the Agreement of an ongoing nature and/or which, by their nature and context, should reasonably be expected to survive the expiration or earlier termination of the Agreement, shall so survive such expiration or termination thereof.
- 19. <u>Prevailing Party</u>. In the event of a dispute arising from or related to the Agreement, the substantially prevailing party shall be entitled to recovery of all reasonable costs incurred, including, without limitation, court costs, **attorneys' fees and other** related costs and expenses.
- 20. <u>Counterparts</u>; <u>Electronic Copies</u>. This MSA and any Schedule or Service Order may be executed in counterparts which, when taken together, shall constitute one and the same document. In addition, each party hereby agrees that facsimile, photographic or electronic copies of any of the foregoing shall be deemed an original thereof. Finally, each party hereby consents to the use of electronic signatures, including via Adobe esignature or a similar product or service, and acknowledge and agree that no electronic record or signature shall be challenged or denied legal effect or enforceability because it is in electronic form.
- 21. <u>Severability</u>. If any term or provision of the Agreement shall be declared by a court of competent jurisdiction to be invalid, unenforceable or otherwise ineffective, that provision shall be limited or eliminated to the minimum extent necessary so that the Agreement shall otherwise remain in full force and effect and enforceable. If the surviving portions of the Agreement fail to retain the essential understanding of the parties, the Agreement shall be terminated by the mutual consent of the parties.
- 22 <u>Headings</u>. Heading are for ease of reference only and shall not have any effect upon the construction of the Agreement.

- 23. <u>Construction</u>. The parties agree that each party has reviewed and revised the Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement.
- 24. <u>Entire Agreement; Modification; Order of Precedence.</u> The Agreement constitutes the entire agreement between the parties relating to its subject matter and the Agreement supersedes all prior agreements and understandings between the parties, oral or written, with respect to its subject matter and may not be changed unless mutually agreed upon in writing by both parties. In case of a conflict between any of the terms and conditions in this MSA and any other terms and conditions in any Schedule or Service Order, the order of precedence shall be: any Schedule, any Service Order, and this MSA. For the avoidance of doubt, any purchase order sent to Cologix by Customer (for Customer's administrative purposes or otherwise) shall not be binding.

IN WITNESS WHEREOF, the parties have executed this MSA by their duly authorized representatives.

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## Wayne Dietrich (Sep. 6, 2017)

(Signature)	Wayne Dietrich	
(Name)	Chief Sales Officer	
(Title)	Sep 6, 2017	
(Date)		
CUSTOMER	Z: John P. McCarthy John P. McCarthy (Sep 6, 2017)	
(Signature)		
	John P. McCarthy	
(Name)	Sr Director, Supply Chain Mgmt & Ops Suppo	ort
(Title)	Sep 6, 2017	
(Date)		

## **Project Scope Statement**

Project Name:	Fusion Center Upgrades
Address:	4800 Spring Park Road
Overall Project Budget:	\$1,000,000
Start Date:	10/1/2023
Index #:	207-49E
Priority:	High
Requested By:	Stephen Datz

Revision History (add rows as needed)									
Version Date Author Comments									

Project Stakeholders (add or del	ete rows as applicable)
Role	Name
Project Manager	Jennifer Bacmeister
Project Originator	Stephen Datz
O & M	David Gillard
O & M	Joe Kelly
Facilities	Matt Poteet
Facilities Space Management	Adam Moody
Security	Matt Summers
Security	David DeGraw
Safety	Jim Fisher
Technology Services	Kim Traylor
Scheduler	Jennifer Bacmeister
Estimator	Jennifer Bacmeister
Cost Specialist	Shavon Core/Jennifer Bacmeister
Stakeholder:	William Kearson
Stakeholder:	Jason Peacock
Stakeholder:	Bryan Wagoner
Stakeholder:	Andrei Ranga
Stakeholder:	Clint Williams
Stakeholder:	Landon Todd
Stakeholder:	Adam Pendley
Stakeholder:	Gary Vondrasek
Stakeholder:	Todd Skinner
Stakeholder:	Jeremy Williams

Project Scope Statement - Steering Committee Approval If applicable (add rows as applicable)								
Role	Name	Approval Received	Date of Approval					
VP of [Insert System Here]								
Project Owner/ Director								

Manager of PM	
Project Manager (PM)	
Project Originator	
Planning	
O&M	
Environmental	
Security	
Real Estate	

### **Introduction & Background**

The Fusion Center, housed at Cologix, supports several different teams. The space was originally designed for use by the NOC as a back-up to the main NOC at the old Church Street building. The Center is currently occupied by Security Dispatch, the full time NOC, Water Operations back-up control center, and SOCC groups Station 2 and Station 5. The area for Station 5 is currently a CIP compliant PSP. The center is seeing more frequent use for remote workers, as the space is available.

The Center has been used for a back-up Emergency Operations Center when the Church Street facility was not available, before the current EOC at Cologix was completed. Much of the furniture in the open area of the Fusion Center is what is left from that operation.

Access to Cologix requires a Cologix badge or escort by a Cologix-badged JEA employee, and a properly credentialed JEA badge to access the Fusion Center itself.

## **Project Justification & Scope of Work**

The initial function of the Fusion Center, as a back-up NOC, has expanded significantly. The NOC is permanently housed at the Fusion Center; it is not simply a backup location. As the amount of work and number of teams in the Fusion Center increased, the subdivision of the space did not change. As a result, the NOC and others do not have enough space to effectively conduct their operations. Poaching of equipment between teams has taken place. There is a need for increased work surfaces, more support for flexible workspaces such as hoteling, and requirements for secured storage for technology equipment.

The scope of work includes:

- Re-allocation of space to accommodate all work groups, including their storage and security needs
- Installation of technology including open work desks (hoteling) with docking stations and monitors; docking stations, monitors, and computers for team spaces; WebEx room kit(s); monitors in common areas; and CATV/Wi-Fi resources
- Preservation of existing CIP compliance
- Badge readers, cameras, and lockable storage
- Creation of flex office space (2 offices requested)
- Upgrade of finishes to current standards (similar to HQ and EOC), including light fixtures

• No change to the existing footprint/size of the suite is planned

#### Risks

- Negotiations with Cologix for construction work can be lengthy
- Use of Cologix-approved vendors may increase costs
- Availability of technology, furniture, and other equipment may negatively impact completion date

## **Project Cost Estimate and Expenditure Forecast**

Please provide cost estimates for each cost category in the table below. For your initial request, please only fill in the project request column. As the project progresses please update the table to reflect your most current estimates in the column that corresponds with the project's current phase.

Project Cost Estimate Breakdown							
Cost Category	Project Request	10% Design	30% Design	60% Design	90% Design	100% Design	Construction
Project Management	10,000						
Project Support	5,000						
Real Estate							
Surveys (survey portion of engineering consultant's fee if applicable)							
Studies (studies portion of engineering consultant's fee if applicable)							
Permitting							
Engineering (enter engineering fee only)	35,000						
Construction	850,000						
Services During Construction							
JEA Supplied Labor/Materials							
Miscellaneous	100,000						
Contingency							
Total	1000000						

## **Project Implementation Schedule**

Please provide start dates for each project milestone in the table. For your initial request, please only fill in the project request column. As the project progresses please update the table to reflect the most current schedule in the column that corresponds with the project's current phase.

For your initial request please provide a high level summary of your schedule assumptions here. Please update this summary as the project progresses, indicating any accelerations or slippages in schedule (and why).

Milestone	Project Request	10% Design	30% Design	60% Design	90% Design	100% Design	Construction
Project Start	6/1/22						
Design Start	10/1/23						
Design Finish	TBD						
Bid & Award	N/A						
Construction Start	12/1/23						
Substantial Completion	1/31/24						
Final Completion	2/28/24						
[Insert As Needed]**							

Fusion Center Upgrades - Project Scope Statement

Attachment A – Cost Estimate

Attachment B – Cost Loaded Primavera P6 Schedule (or other applicable schedule)

Attachment C - Project Request Form

Date: <u>08/04/2022</u> Item# <u>3</u>



## Formal Bid and Award System

Award #3 August 4, 2022

**Type of Award Request:** INVITATION TO NEGOTIATE (ITN)

Request #: 378

**Requestor Name:** Datz, Stephen H. - VP IT Infrastructure and Operations

**Requestor Phone:** (904) 665-8872

**Project Title:** Managed Security Service Provider (MSSP)

**Project Number:** (B0000 FY'22) (B0010 FY'23)

Project Location: JEA
Funds: O&M

**Budget Estimate:** \$500,000.00

Scope of Work:

The purpose of this Invitation to Negotiate (the "ITN") is to solicit competitive proposals for JEA's Department of Information Security for the purpose of engaging a partnership with a professional Managed Security Service Provider (MSSP) to deliver 24/7/365 security operations center monitoring and other security services for JEA's information and information systems including a virtual Chief Information Security Officer (vCISO). The MSSP will need to deliver services consisting of but not limited to:

- Security Operations Center
- Threat Intelligence
- Threat Hunting
- Incident Response Support
- Reporting
- vCISO

JEA IFB/RFP/State/City/GSA#: 1410587046

**Purchasing Agent:** Dambrose, Nickolas C.

Is this a Ratification?:

#### **RECOMMENDED AWARDEE(S):**

Name	Contact Name	Email	Address	Phone	Amount
SECURELY YOURS, LLC, DBA SECURELY MANAGED	Sajay Rai	sajayrai@securelymanaged.com	131 Guilford Road, Bloomfield Hills, MI 48304	216-288- 4727	\$580,440.00

**Amount for entire term of Contract/PO:** \$580,440.00 **Award Amount for remainder of this FY:** \$53,870.00

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

**Begin Date (mm/dd/yyyy):** 08/15/2022

**End Date (mm/dd/yyyy):** 08/14/2024

**Renewal Options:** Three (3) - 1 Yr. Renewals **JSEB Requirement:** N/A – Specialty service

**Respondents:** 

Name	Original Amount	Original Score	Original Rank	BAFO Amount	BAFO Score	BAFO Rank	Disqualification
SECURELY YOURS, LLC, DBA SECURELY MANAGED	\$186,000.00	86	1	\$580,440.00	109	1	No
RELIAQUEST	\$774,000.00	61	2	\$2,115,984.00	93	2	No
INFOSIGHT	\$886,395.00	46	3	N/A	N/A	N/A	No
CYBERFORCEQ	N/A	N/A	N/A	N/A	N/A	N/A	Yes

#### **Background/Recommendations:**

Advertised 02/28/2022. Three (3) Companies attended the optional pre-response meeting held on 03/09/2022. On 03/29/2022, JEA extended the Response Due Date to 04/12/2022 to accommodate as much as competition as possible. At Response opening on 04/12/2022, JEA received four (4) Responses. The Responses were evaluated on price, past performance / company experience, design approach and work plan. Minimum qualification past performance references were also verified. CyberforceQ was disqualified due to failure to provide qualifying references. JEA shortlisted two (2) Respondents, Securely Yours, LLC, DBA Securely Managed and Reliaquest, for vendor presentations and submission of best and final offers (BAFO)s. During the Best and Final Offer (BAFO) request, JEA decided to include virtual Chief Information Security Officers (vCISO) with its service offering which increased the pricing offered. Securely Yours, LLC, DBA Securely Managed is deemed the highest ranking responsible and responsive Respondent. Note, Securely Yours, LLC, DBA Securely Managed response was also reviewed and approved by JEA Information Security and JEA CIP Compliance. A copy of the evaluation matrix summary is attached as back-up.

This award is for a Managed Security Service Provider (MSSP) to deliver 24/7/365 Security Operations Center (SOC) monitoring and other security services to complement JEA's Information Security Team including a virtual Chief Information Security Officer (vCISO). The contract includes threat Intelligence, threat hunting, incident response support, and reporting. The awardee shall not install any hardware or software within JEA's network without explicit approval from the Director of Information Security or designee. Any such hardware or software required to support services associated with this engagement must be explicitly mentioned before any contracts are signed. Provider resources supporting the MSSP will be able to meet the NERC CIP, AWIA, PCI DSS, HIPAA, FACTA, NACHA, and FIPA regulations. This is the first time JEA has bundled these services to include SOC expertise and advanced analysis 24/7/365 with vCISO. Since this is a new service, we are choosing to engage in a two-year commitment with three one -year renewal options to account for setup, tuning and process alignment that will ensure the technical services along with strategic services represented by the vCISO work well for JEA.

The support services rates were submitted as a fixed fee per month. The award amount also includes a one-time fee for setup as seen below. A copy of the BAFO Response Workbook is attached as backup.

				Securely Man	aged
					Total Cost
Item Number	Item Name	Qty	UOM	Unit Price	(({Unit Price}))*({Qty})
1	Setup Fees	1	One Time Flat Fee	\$ 6,000.00	\$ 6,000.00
2	Support Services	24	Flat Fee per Month	\$ 180,000.00	
3				\$ 186,000.00	
4	vCiso*	24	Flat Fee per Month	\$ 16,435.00	\$ 394,440.00
5			Total Bid	Price (Optional)	\$ 580,440.00

The award amount is approximately \$80,000.00 higher than the budget estimate. The budget estimate was higher than the award request because these services have not been procured by JEA prior to this Solicitation.

1410587046—Request approval to award a contract to Securely Yours, LLC, DBA Securely Managed for Managed Security Service Provider (MSSP) in the amount of \$580,440.00, subject to the availability of lawfully appropriated funds.

VP:	Datz, Stephen H VP IT Infrastructure and Operation	ns
Chief:	Krol, Bradley D. (Brad) - Chief Information Officer	
APPROVALS:		
B. M. T.		
Stephen Datz	8/04/2022	
Chairman, Awards Committee	Date	
Laure A Whitmer	8/5/22	
<b>Budget Representative</b>	Date	

1410587046 ITN - Managed Security Service Provider (MSSP) Addendum 6 - Appendix B - Response Workbook (BAFO)

5

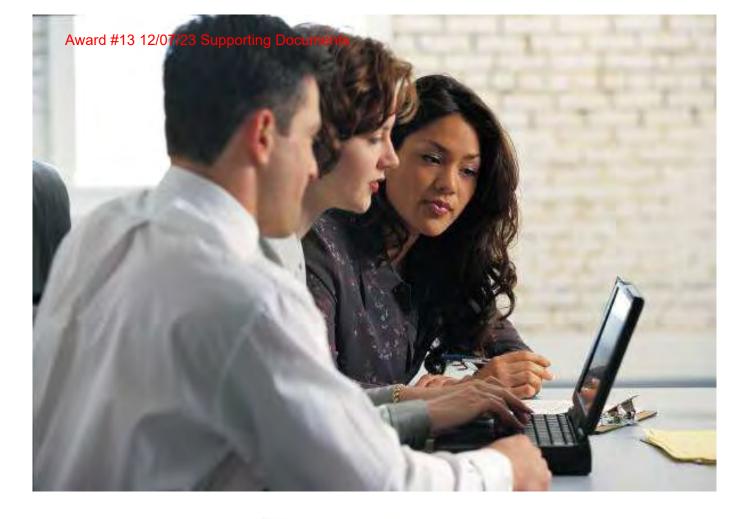
				Securely Managed	
					Total Cost
Item Number	Item Name	Qty	UOM	Unit Price	(({Unit Price}))*({Qty})
1	Setup Fees	1	One Time Flat Fee	6000	\$ 6,000.00
2	Support Services	24	Flat Fee per Month	7500	\$ 180,000.00
3				Total Bid Price	\$ 186,000.00
4	vCiso*	24	Flat Fee per Month	16435	\$ 394,440.00

Total Bid Price (Optional) \$

580,440.00

<sup>\*</sup>This item is informational and may be included in the Total Bid Price for evaluation at JEA's discretion.

Tvne	S.No	Ouestion	Weightage	Scorer			Scores		
			000000		Reliaguest (pvg	Reliaguest (pygunger@reliaguest.com)	INFOSIGHT. INC. (bids@infosiehtinc.com)	SECURELY MANAGED (sajayraj@securelymanaged.com)	ecurelymanaged.com)
						Weighted Scores	Weighted Scores		Weighted Scores
	Grand Total of Scores (BAFO)	ores (BAFO)				93.4			109.0
Vciso	Supplier Rank (BAFO)	AFO)				2			1
	Grand Total of Scores (BAFO)	cores (BAFO)				93.4			109.0
on-Vciso	Supplier Rank (BAFO)	AFO)				2			1
	Grand Total of Scores (Round 1)	ores (Round 1)				2.09	46		98
	Supplier Rank (Round 1)	ound 1)				2	3		1
	1	(40) Quotation of Rates	49			9.6	8.4		40
	Vciso	(40) Quotation of Rates (BAFO) Vciso	40	Nick Dambrose	\$ 2,115,984.00	11.0		\$ 580,440.00	40
	Non-Vciso	(40) Quotation of Rates (BAFO) Non-Vciso	8	Nick Dambrose	\$ 675,984.00	11.0		\$ 186,000.00	40
	2	hum Qualifications - Past Performance/Company	20			16.33	12.67		14
	2.3	Reference 1				6	29'2		80
				Bill Kearson		8	8		7
				Robert Galvan		6	5		7
				Stephen Datz		10	10		10
	2.5	Reference 2				7.33	5		9
				Bill Kearson		8	9		9
				Robert Galvan		9	3		9
				Stephen Datz		8	9		9
	က	(40) Ability to Design an Approach and Workplan	40			34.8	24.93		32
	3.6	Inquiry with a completed Appendix B - Managed Security Service Provider Questionnaire.	/ Service Provider Que	stionnaire.		34.8	24.93		32
				Bill Kearson		34.4	30.4		34.4
				Robert Galvan		32	18		30
				Stephen Datz		38	26.4		31.6
	4	Vendor Presentation	40			31.3			23
				Bill Kearson		35			31
				Robert Galvan		29			15
			_	Stephen Datz		30			23





## JEA RBAC Services SOW

**October 4, 2023** 

131 Guilford Road, Bloomfield Hills, MI 48304 Office (248) 723-5224 Fax (866) 531-8620 www.securelyyoursllc.com



October 4, 2023

Brandon Edwards Director, Security and Emergency Preparedness JEA 325 W. Adams St Jacksonville, FL 32202

#### Dear Brandon:

Securely Yours LLC (SY) is delighted to present this scope of work to assist JEA with Role Based Access Control (RBAC) services in relations to JEA's efforts to upgrade their Identity and Access Management platform. These services are expected to start and end at a mutually agreeable schedule.

SY plans to provide these services by assigning a team who has already worked with JEA and is providing Managed Security Services as well as Virtual CISO services. The scope of the RBAC services is listed in the Attachment. If the scope accurately reflects the terms on which JEA has agreed to engage SY, please sign this SOW and return a copy to President and CEO, Sajay Rai, at sajayrai@securelyyoursllc.com.

Yours very truly,

Sapan La

Sajay Rai President & CEO

Agreed and accept	ted:	
JEA		
By		
Brandon E	dwards	Date



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## **Background and Scope**

JEA is undertaking an initiative to upgrade their Identity and Access Management (IAM) platform. As part of this effort, JEA is evaluating their current role structure for its completeness and effectiveness. As part of this effort, JEA requested Securely Yours LLC (SY) to perform two proof-of-concepts (POC).

The first POC involved using a group of users and the related permissions (approximately 50 users). SY utilized a licensed software called "Role Ninja" to perform an analysis of the data provided by JEA. The output resulted in recommended roles and the users assigned to the roles. In addition, the appropriate permissions were assigned to each role. The outliers were also identified as the deliverable.

The second POC involved an increased sample size of approximately 200 users and the associated permissions. The output and deliverable of this POC was same as the first one.

These two POCs were conducted without any fees charged to JEA.

The results of the two POCs were presented to JEA stakeholders and JEA requested SY to provide a Statement of Work to perform RBAC services against the enterprise-wide sample size.

#### **RBAC Services**

SY will perform the following services to the enterprise-wide data provided by JEA:

- 1. Prepare the data for Role Ninja software in order to ingest the data which can be parsed and interpreted. SY will work with JEA IAM manager to obtain the JEA data in the appropriate format
- 2. Run the results through Role Ninja and configure the software to ensure the optimum output. SY will work with the software developer to tweak the software if necessary to optimize the results
- 3. Review the outputs from the software for optimum results, re-run the software as necessary to finalize the results
- 4. Review the results with JEA team and discuss the following:
  - a. Outlier permissions for users which do not belong to a role
  - b. Possibility of defining new roles where outlier permissions could be defined
- 5. Assist JEA team to resolve the outliers
- 6. Define a rule governance policy and standards to assist JEA govern over how the new rules should be defined, process on how the rules should be changed and how the users are approved to be assigned to a given role

#### **Deliverables**

The following deliverables will be provided as part of this engagement:

- A spread sheet reflecting the proposed role structure, the permissions within each role and the users assigned to each role. In addition, a list of outliers and recommendations on how the outliers can be handled
- RBAC governance policy and standards document (Word Format)



#### **Professional Fees**

SY is proposing a fixed fee of \$125,000 to produce the deliverables as outlined in the section above. SY will invoice JEA \$50,000 after the initial output of the Role Ninja is shared. The balance of the fixed fee will be invoiced once all the deliverables have been provided to JEA.

All invoice payments are due within 30 days of invoice.

SY does not anticipate any travel costs for this engagement. In case there is travel, SY will obtain approval from JEA's project manager prior to incurring any travel expenses. Actual travel and living expenses will be invoiced to JEA in addition to the above professional fee.

## **Team to Support** Sajay Rai CPA, CISSP, CISM



Sajay Rai has more than 30 years of experience in information technology, specializing in information security, business continuity, privacy, IT audit and information risk. Mr. Rai is the Founder and CEO of Securely Yours LLC. Securely Yours LLC is focused on delivering innovative solutions through delivery channels like Software-as-a-Service, Managed Services and traditional IT consulting. Mr.

Rai's clients are in the financial, manufacturing, retail, healthcare and utility industry.

Prior to starting Securely Yours LLC, Mr. Rai was a Partner with Ernst & Young LLP for 10 years and was responsible for the information advisory practice in the Detroit Metro area. He also served as the national leader of EY's Information Security practice. Mr. Rai's clients included General Motors, Blue Cross Blue Shield of Michigan, Yazaki North America, Tecumseh and Federal Mogul. He also served as a member of his firm's Partners Advisory Council.

Mr. Rai also worked with IBM for 13 years, most recently serving as an executive of the national Business Continuity and Contingency consulting practice. He was instrumental in starting the company's Information Security consulting practice and managing its information technology consulting practice in Latin America.

Mr. Rai co-authored a recently published book, "<u>Defending the Digital Frontier – A Security Agenda</u>", which guides business and IT executives on how to develop an effective and efficient information security program within their enterprise. He also led the publication of Institute of Internal Auditors' (IIA) Global Technology Audit Guide (GTAG) No. 9 on the topic of Identity and Access Management.

Mr. Rai is a member of IIA's Professional Issues Committee (PIC). He also serves on the board of ISACA Detroit Chapter, IIA's Detroit Chapter and as a member of Walsh College's Accounting Advisory Committee. Mr. Rai is a regular speaker at industry conferences on information security, business continuity, technology strategy and is frequently quoted in magazines and newspapers. He has also served as expert witness in litigation cases in the area of information security.

He holds a Master's degree in Information Management from Washington University of St. Louis, and a Bachelor's degree in Computer Science from Fontbonne College of St. Louis.



#### Philip Chukwuma CISSP



The project team also comprises of our Chief Technology Officer, Philip Chukwuma. He has over 20 years of experience in Information Technology, information security, privacy and business continuity. His expertise is in the area vulnerability and risk management, security engineering, mobile security, Identity and Access Management, network architecture, disaster recovery planning, and security architecture.

Prior to joining Securely Yours, Mr. Chukwuma was with Ernst & Young LLP as a Manager in the Risk Advisory practice. He worked on several engagements in the area of IT Security, Identity and Access Management, ERP Integrity, SAP Security, Segregation of Duties (SOD), and Infrastructure Management (Problem, Incident, Change, Event Management, Active Directory, UNIX, etc.).

During his career, Mr. Chukwuma has led several engagements as an Architect where he has invented ideas to streamline the implementation of security solutions. He has designed several solutions in the areas of databases, routers and switches, virtualized environment and IAM.

Philip received a bachelor's degree from the University of North Texas in Denton, and his M.B.A. from the same University. Philip is a CISSP.



September 28, 2023 L-005-R1

**JEA** 

225 Pearl St.

Jacksonville, FL 32202

**Attn.:** Leandro Robiou

Project Administrator

**Re.:** Job Description: CR-210 Widening Cimarrone to Veterans Construction

Contract No.: JEA11441

**Subject:** Water, Sewer, and Reuse Line Relocation Proposal

Dear Sir,

Attached please find Superior Construction Company, Southeast LLC's (SCC) proposal for the design services related to the JEA reuse water main utilities that are a part of the St. Johns County (SJC) CR 210 Widening from Greenbriar to Cimarrone. The total proposal cost is \$274,657.98.

-	Osiris 9 Consulting	\$42,961.00
-	DRMP (SUE)	\$17,740.00
-	4 Waters Engineering	\$164,790.00
-	SCC Management and Indirect	\$41,896.98

If you have any questions or concerns, please feel free to contact me.

Respectfully,



Perla Freel Assistant Project Manager

**Superior Construction Company** 

7027 Business Park Blvd N, Jacksonville, FL 32256 | 904.292.4240 superiorconstruction.com



Osiris 9 Consulting, LLC 10199 Southside Boulevard, Suite 104 Jacksonville, FL 32256

September 27, 2023

Donald Anderson Superior Construction Company Southeast, LLC 702 Business Park Blvd N Jacksonville, FL 32256

Dear Mr. Anderson:

Please find below the proposed scope and fee for Osiris 9 Consulting (O9C) for design services related to the JEA reuse water main utilities as part of the St. Johns County (SJC) CR 210 Widening from Greenbriar Road to Cimarrone Boulevard. The design plans will be incorporated into the Design Build roadway widening project currently under contract. A summary of the project and associated design tasks is provided in the attached proposal from Four Waters Engineering, Inc. (4Waters) including alternate structural design from KW Structural Engineers and Subsurface Utility Exploration by DRMP.

#### Tasks to be performed by O9C include:

#### Task 1. Project Initiation and Project Management

Task 1.1 Project Management and Discipline Coordination and Meetings

This task will include effort necessary for project negotiation, initiation, project management of the project including invoicing. Also included with this task are meetings and coordination between 4Waters, and Superior Construction and other disciplines. It has been assumed that regular, potential biweekly, coordination meetings will be required between the noted parties to ensure all designs and design activities stay on schedule and all issues are addressed.

#### Task 2. Water, Sewer Force Main and Reuse Mains Design

The project design milestones will include 90% and Final (100%) submittals for the relocation design of the water, sewer force main and reuse main utilities. The design will be



based on survey, subsurface utility exploration (SUE), geotechnical analysis, wetland and critical habitat.

Task 2.1 (b-c) 90% Design

O9C shall include preliminary proposed utility design elements provided by 4Waters into the construction plans and provide a quality assurance review for conflicts with other belowgrade design elements of the roadway reconstruction project and quantity review. Include utility design in roadway temporary traffic control sheets. O9C will also incorporate the JEA-format plans into the overall construction plan set and provide a consistency review of all deliverables.

#### Task 2.2 (a-b) Final 100% Design

O9C shall include final proposed utility design elements provided by 4Waters into the construction plans and provide a quality assurance review for conflicts with other below-grade design elements of the roadway reconstruction project and quantity review. Include utility design in roadway temporary traffic control sheets. O9C will also incorporate the JEA-format plans into the overall construction plan set and provide a consistency review of all deliverables.

#### Tasks to be performed by DRMP include:

#### **Task 3 Data Collection**

#### Task 3.1 Subsurface Utility Exploration

DRMP will identify exiting subsurface utility locations vertically and horizontally for the purpose of reuse line design. Locations will be determined by design team and limited to 15 explorations.

#### Fee Summary:

Total	\$ 232,761.00
4 Waters Engineering	\$ 164,790.00
DRMP (SUE)	\$ 17,740.00
Osiris 9 Consulting	\$ 42,961.00



If you have any questions, please contact me at walter.nemecek@osiris9.com or (904) 233-3847.

Sincerely,

Walter Nemecek, PE

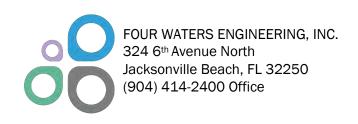
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Vice-President OSIRIS 9 Consulting

Enclosure: 4Waters Proposal by Angela Bryan, PE

# CR210 Widening Project - Greenbriar to Cimarrone Proposal for Professional Engineering Services for JEA Reuse Water Main Utilities Osiris 9 Consulting

					731113 3 601136							
Job Title	Chief Engineer	Project Manager	Senior Engineer	Engineer	Engineer Intern	Senior Designer	Secretarial		Sub TOTALS (Osiris			TOTALS
Hourly Rate	\$242.00	\$287.38	\$234.44	\$151.25	\$105.88	\$151.25	\$75.63	Direct Costs	9)	4Waters (Subconsultant)	DRMP SUE	
	Hours	Hours	Hours	Hours	Hours	Hours	Hours		Hours	(Subconsultant)	(Subconsultant)	Hours
	\$	\$	\$	\$	\$	\$	\$		\$			\$
Task 1 - General												
Task 1.1	0	16	4	4	4	0	8					
Project Management and Discipline Coordination/Mtgs	\$0.00	\$4,598.08	\$937.76	\$605.00	\$423.52	\$0.00	\$605.04	\$120.00				
									<del></del>			7,28
SUBTOTAL TASK 1	\$0.00	\$4,598.08	\$937.76	\$605.00	\$423.52	\$0.00	\$605.04	\$120.00	\$7,289	\$12,030		26,60
Task 2 - Reuse Water main												
Task 2.1a												
90% - Gather Data, Field Investigate, Utility Coord										\$10,240		10,24
Task 2.1b	0	8	16	40	40	0	1					
Develop Draft BODR and 90% Dwgs and Quantities	\$0.00	\$1,936.00	\$3,872.00	\$9,680.00	\$9,680.00	\$0.00	\$242.00	\$60.00	\$25,470	\$68,340		93,81
Task 2.1c	2	4	4	4	0	0	1					
Complete 90% after QA-QC and submit	\$484.00	\$968.00	\$968.00	\$968.00	\$0.00	\$0.00	\$242.00	\$60.00	\$3,690	\$11,050		14,74
Task 2.1d												
90% review meetings (SJC and JEA)										\$7,130		7,13
Task 2.2a	0	4	4	4	4	0	1					
Prep 100% Final docs - TM, Dwgs, Quantities	\$0.00	\$968.00	\$968.00	\$968.00	\$968.00	\$0.00	\$242.00	\$60.00	\$4,174	\$28,320		32,49
Task 2.2b	2	2	2	2	0	0	1		<b>43.400</b>			42.04
Complete 100% Final after QA/QC and submit  Task 2.2c	\$484.00	\$484.00	\$484.00	\$484.00	\$0.00	\$0.00	\$242.00	\$20.00	\$2,198	\$10,750		12,94
100% Final review meeting (SJC and JEA)										\$5,930		
Task 2.2d										. ,		
Finalize Final Construction Docs										\$9,150	l I	9,15
Task 2.4												
JEA/DEP Coordination and Permitting RWM										\$1,840		1,84
SUBTOTAL TASK 2	\$968.00	\$4,356.00	\$6,292.00	\$12,100.00	\$10,648.00	\$0.00	\$968.00	\$320.00	\$35,652	\$152,760		188,41
										-		
Task 3.1												
SUE Data Collection (DRMP SUE)											\$17,740.00	17,74
SUBTOTAL TASK 3											\$17,740.00	17,74
Total									\$42,941	\$164,790	\$17,740.00	232,76



September 26, 2023 Sent Electronically

Walter J. Nemecek III, PE Vice President, Osiris 9 Consulting 10199 Southside Boulevard, Suite 104 Jacksonville, FL 32256

Email: walter.nemecek@osiris9.com

Re: Proposal for Professional Engineering Services

SJC RFQ No. 22-13 Design-Build Services for CR-210 Widening from Greenbriar Road to Cimarrone Boulevard

JEA Existing Utilities Conflict Resolution

Dear Mr. Nemecek:

Four Waters Engineering, Inc. (4Waters) is pleased to provide this proposal to Osiris 9 Consulting and Superior Construction (prime/contractor) for design services related to the relocation of existing JEA reuse water main, water main, and force main utilities as part of the St. Johns County (SJC) CR-210 Widening from Greenbriar Road to Cimaronne Boulevard.

Our understanding of the project has been informed by the documents provided by Osiris 9 including the 100% design plans for the road widening ad stormwater systems, the VVH reports prepared by DRMP, the documents included in the SJC RFQ No. 22-13 solicitation, as-built documentation provided by JEA. 4Waters reviewed all of this information and provided JEA with a spreadsheet and markups on the Osiris 9 100% Utility Adjustment Plans indicating location of conflicts and known white PVC piping. JEA reviewed these documents and provided feedback on conceptual recommendations for relocating existing JEA water, sewer, and reuse mains in conflict with the proposed road widening project. The JEA review drawings are attached at the end of this proposal.

A summary of our understanding of the necessary conflict resolution design components of the project is provided below:

- 1. JEA currently owns existing 16" water, 12" reuse and 12" sewer force main utilities along the CR-210 project corridor. The need for relocation of segments of the existing utilities has been identified based on the proposed CR210 Widening 100% design plans prepared by Osiris 9 (May 2023) due to conflicts with proposed drainage structures and/or piping (ranging from 15" to 54"), the proposed bridge construction, and based on an understanding that a portion of the reuse and sewer force mains are constructed of white PVC piping which is more prone to failure.
- 2. Existing Water Mains
  - The existing 16" water main is located on the south side of CR210 along the project route from Greenbriar Road until Faith Community Church where it crosses CR210 and is on the north side until the east end of the project route. The water main is proposed to be relocated in multiple areas as noted below:

- Station 191+44.13: Existing 16" PVC water main to be relocated to deflect to the south around proposed S-119/18" storm pipe (Sheet 333). Assume 40 LF deflection.
- ii. Station 193+80.50: Existing 16" blue PVC water main to be relocated with a Case B crossing under the proposed 15" storm pipe and north away from S-122A (Sheet 334). Assume 40 LF deflection.
- iii. Relocate 16" water main at bridge over Trout Creek: abandon existing segment of water main and replace by Horizontal Directional Drill (HDD) installation:
  - Assume extents of proposed (and existing) HDD approximately Sta 211+00 (VVH19 depth 3.98') to Sta 220+40 (east of VVH25 depth 1.38', where valves are located). (Sheets 337 and 338). Coordinate HDD alignment with proposed bridge construction. Assume 940 LF installation.
  - HDD also addresses conflict with S-306 and 24" storm pipe at Sta 220+00.
- iv. Relocate existing 16" PVC water main north from approximately Station 222+20 to 224+60 to avoid conflicts with S-311, S-313, and Case B for S-315/18" storm pipe (Sheet 339). Assume 240 LF installation.
- v. Station 230+30.20: Existing 16" water main to be relocated with a Case B crossing under the proposed 18" storm pipe and south away from gas main. (Sheet 340). Assume 40 LF deflection.
- vi. 232+83.53: Existing 16" water main to be relocated with a Case B crossing under the proposed 15" storm pipe (Sheet 341). Assume 40 LF deflection.
- vii. Station 233+00: Existing fire hydrant will be located within proposed roadway. To be relocated. (Sheet 341). Assume 50 LF deflection.
- viii. Station 234+81.00: Existing 16" water main to be relocated with a Case B crossing under the proposed 24" storm pipe; potential realignment to south (Sheet 341). Assume 40 LF deflection.
- ix. Station 234+85: Existing fire hydrant will be located within proposed roadway. To be relocated. (Sheet 341). Assume 50 LF deflection.
- x. Station 241+50.00: Existing 16" water main to be relocated with a Case B crossing under the proposed 24" storm pipe (Sheet 342). Assume 40 LF deflection.
- xi. Station 243+75.00: Existing 16" water main to be relocated with a Case B (Cas A if possible) crossing under (over if possible) the proposed 18" storm pipe (Sheet 343). Assume 40 LF deflection.
- xii. Station 247+70.00: Existing 16" PVC water main to be relocated with a Case A crossing over the proposed 54" storm pipe (Sheet 343). Assume 40 LF deflection.
- xiii. Station 250+40.00: Existing 16" water main to be relocated with a Case A crossing over the proposed 18" storm pipe (Sheet 344). Assume 40 LF deflection.
- xiv. Station 252+05: Existing fire hydrant will be located within proposed roadway. To be relocated (Sheet 344). Assume 50 LF deflection.
- Existing 10" Water Main: JEA TO CONFIRM RELOCATION
  - i. Station 221+20.73: Existing 10" HDPE Water Main based on available information the existing water main is located less than 1' below the bottom of the proposed 18" storm pipe. The existing water main is 5.86' deep to top of pipe. The only option would be to reinstall the HDD water main crossing of CR210 as

the HDPE piping cannot be cut and MJ adapter fittings fused on in the trench. (Sheet 338 and 339). See Sheet C-11 from 4Waters Reclaimed Water Main 90% design drawings.

- 3. The existing 12" sewer force main is located on the north side of CR210 from Shearwater Parkway to the east of the project limits and is proposed to be relocated in multiple places:
  - Relocate existing 12" green PVC forcemain from Station 191+00 to 194+60 to the south, 5' off the curb line or within the median area (to be determined) and with Case Bs to avoid conflict with two proposed 18" storm pipes. Abandon existing segment of 12" forcemain relocated. (Sheets 333 and 334). Assume 360 LF deflection.
  - Station 197+80.10: Existing 12" green PVC force main to be relocated with a Case B crossing under the proposed 18" storm pipe and potentially realigned to the south (Sheet 334). Assume 40 LF deflection.
  - Station 201+80.00: Existing 12" green PVC force main to be relocated with a Case B crossing under the proposed 18" storm pipe and potentially realigned to the south (Sheet 335). Assume 40 LF deflection.
  - Station 206+90.00: Existing 12" green PVC force main to be relocated with a Case B crossing under the proposed 24" storm pipe and potentially realigned to the south (Sheet 336). Assume 40 LF deflection.
  - Station 213+04.89: Existing 12" force main to be relocated with a Case A crossing over the proposed 30" storm pipe and potentially realigned to the south (Sheet 337). Assume 40 LF deflection.
  - Station 219+99.79: Existing 12" green PVC force main to be relocated with a Case A crossing over the proposed 24" storm pipe and potentially realigned to the north (Sheet 338). Assume 40 LF deflection.
  - Station 220+55.83: Existing 4" green PVC force main to be relocated by deflecting to the east around structure S-305A and with a Case A or B (to be determined) over/under the proposed 18"/24" storm pipe (Sheet 338). Assume 40 LF deflection.
  - Station 223+50.00: Existing 12" green PVC force main to be relocated by deflecting to the south in the median area with a Case A crossing above the proposed 18" storm pipe (Sheet 339) Assume 60 LF deflection.
  - 228+80.00: Existing air release valve on 12" force main to be relocated outside of the proposed roadway as an offset air release valve (Sheet 340). Assume 30 LF.
  - Station 234+81.00: Existing 12" green PVC force main to be relocated by deflecting to the north and with a Case B crossing under the proposed 24" storm pipe (Sheet 341). Assume 40 LF deflection.
  - Station 241+50.00: Existing 12" green PVC force main to be relocated to deflect to the north around structure S-205 (Sheet 342). Assume 40 LF deflection.
  - Station 243+75.00: Existing 12" green PVC force main to be relocated by deflection to the north around structure S-207 and relocate existing valve to the tie in connection point (Sheet 343). Assume 40 LF deflection.
  - Station 247+70.00: Existing 12" force main to be relocated by deflection to the north around structure S-209 and Case A over 54" storm pipe (Sheet 343). Assume 40 LF deflection.
  - Station 250+40.00: Existing 12" force main to be relocated by deflection to the north around structure S-212 (Sheet 344). Assume 40 LF deflection.
  - Relocate existing 12" white PVC forcemain from Station 254+40 to 282+00 to the south, 5' off the median curb line or within the sod median area (to be determined), Abandon

existing 12" forcemain segment to be rerouted. (Sheets 345 – 349) Assumed 2,760 LF deflection.

- Station 254+43.39: Relocated 12" force main to deflected with a Case A (in sod median) or Case B (if 5' off curb) over/under 18" storm pipe (Sheet 345).
- o Station 257+68.12: Relocated 12" force main to be deflected with a Case A (in sod median) or Case B (if 5' off curb) over/under 18" storm pipe(Sheet 345).
- Station 262+62.50: Relocated 12" force main to be deflected with a Case B (potential Case A in sod median but diminished cover) under/over 18" storm pipe (Sheet 346).
- o Station 267+85.00: Relocated 12" force main to be deflected with a Case A (in sod median) or Case B (if 5' off curb) over/under 24" storm pipe (Sheet 347).
- Station 272+98.10: Relocated 12" force main to be deflected with a Case A (in sod median but with diminished cover (2')) or Case B (if 5' off curb) over/under 18" storm pipe (Sheet 348).
- Station 275+48.00: Relocated 12" force main to be deflected with a Case A (in sod median but with diminished cover (2")) or Case B (if 5" off curb) over/under 18" storm pipe (Sheet 348).
- o Station 279+63.50: Relocated 12" force main to be deflected with a Case B (median or 5" off curb) under existing 18" storm pipe (Sheet 349).
- 4. The existing 12" white PVC reuse water main is located on the north side of CR210 from Faith Community Church to the east beyond the project limits and is proposed to be relocated in multiple places:
  - Station 254+80: Existing 12" reuse water main to be relocated by deflection to the north around structure S-216 and 18" storm pipe (Sheet 345). Assume 60 LF deflection.
  - Station 257+50 to 258+10: Existing 12" reuse water main to be relocated by deflection to the north around structures S-217 and S-219 (Sheet 345). Assume 60 LF deflection.
  - Station 262+62.50: Existing 12" reuse water main to be relocated by deflection to the north around structure S-221 (Sheet 346). Assume 40 LF deflection.
  - Station 267+60 to 268+20: Existing 12" reuse water main to be relocated by deflection to the north around structures S-224 and S-224A and 24" storm pipe (Sheet 347). Assume 60 LF deflection.
  - Station 272+98.10: Existing 12" reuse water main to be relocated by deflection to the north around structure S-228A (Sheet 348). Assume 40 LF deflection.
  - Station 275+48.00: Existing 12" reuse water main to be relocated by deflection to the north around structure S-232 (Sheet 348). Assume 40 LF deflection.
  - Station 276+80 to 277+40: Existing 12" reuse water main to be relocated by deflection to the north around structures S-232A and S-232B and 18" storm pipe (Sheet 349). Assume 60 LF deflection.
  - Station 279+63.50: Existing 12" reuse water main to be relocated by deflection to the north around structure S-234 (Sheet 348). Assume 40 LF deflection.
- 5. Additional Level A (VVH) utility test holes needed for design of conflict resolution (To be provided by others):
  - Along water main route
    - i. 191+44: Existing 16" WM
    - ii. 193+90: Existing sewer FM

- iii. 210+50: Existing 16" WM
- iv. 210 + 50: Existing Gas
- v. 220+40: Existing 16" WM
- vi. 230+00: Existing 16" WM
- vii. 233+00: Existing 16" WM
- viii. 234+80: Existing 16" WM
- ix. 241+50: Existing 16" WM
- x. 243=80: Existing 16" WM
- xi. 247+70: Existing 16" WM
- xii. 250+40: Existing 16" WM
- Along forcemain route
  - i. 30+60 (Stone Creek Circle) Existing BFOC in vicinity of VVH71
  - ii. 243+75: Existing BFOC north of S-207
  - iii. 244+70: Existing BFOC north of S-209
  - iv. 250:40: Existing BFOC north of S-212
  - v. 254+43: Existing BFOC south of S-214
  - vi. 281+80: Existing 12" FM
- Along reuse water main route
  - i. 254+80: Existing 16" WM north of S-216
  - ii. 262+60: Existing 16" WM north of S-221
  - iii. 268+00: Existing 16" WM north of S-224A
  - iv. 273+00: Existing 16" WM north of S-228A
  - v. 273+00: Existing B(T) north of S-228A
  - vi. 277+00: Existing 12" RWM
  - vii. 277+00: Existing 16" WM north of S-232A
  - viii. 279+60: Existing 16" WM north of S-234

This proposal is for design and permitting of the proposed water, sewer force main and reuse water main relocations as noted above. No construction administration services are included in this proposal but can be added upon request.

#### Scope of Services

4Waters will provide the following scope of services for the design of the JEA utility relocations including 1690 LF of water main, 3650 LF of force main, and 400 LF of reuse main along the project route.

Task 1. Project Initiation and Project Management

Task 1.1 Project Management and Discipline Coordination and Meetings

Monthly project management of the project including internal 4Waters project coordination, invoicing and progress updates for Osiris 9 Consulting. Also included with this task are meetings and coordination between 4Waters, Osiris 9 Consulting, and Superior Construction and other disciplines. It has been assumed that regular, potential biweekly, coordination meetings will be required between the noted parties to ensure all designs and design activities stay on schedule and all issues are addressed.

Task 2. Water, Sewer Force Main and Reuse Mains Design

The project design milestones will include 90% and Final (100%) submittals for the relocation design of the water, sewer force main and reuse main utilities. The design will be based on survey, subsurface utility exploration (SUE), geotechnical analysis, wetland and critical habitat information provided to 4Waters by Osiris 9 Consulting.

#### Task 2.1 (a-d) 90% Design

4Waters shall review all available aerial, topographic, property and utility maps within the project corridor as well as conduct surface reconnaissance field trips as needed to determine preliminary relocation alignments that conform with the scope. Consideration shall be given to existing and proposed road conditions, available right of way and easements for pipeline routes, quantity and size of trees/power poles and other structures that may affect the alignment, and other factors identified in the field that could be a hindrance or impact to pipeline routing.

4Waters will prepare a detailed plan and profile view of the proposed utility relocations layout based on the available information in AutoCAD format. Plan and profile drawings shall be in accordance with latest JEA Water and Sewer Standards and are preliminarily planned to be horizontal scale of 1"-20 to match the previously prepare JEA 24" Reclaimed Water Main drawings and scale. The proposed route drawings will show the following information:

- 1. The location of existing and proposed major underground infrastructure such as utility piping and stormwater drainage piping as shown in survey data, design drawings from Osiris 9, and as-built drawings provided by JEA. Proposed separation from existing or proposed pipe(s), power, cable or other utilities will be noted; and any other construction related issues will be highlighted for discussion.
- 2. The location of existing and proposed aboveground infrastructure such as buildings, pavement, concrete pads, driveways, signs, traffic signals, etc. as provided by survey.
- 3. Identified areas of concern with existing utilities that will be recommended for evaluation using subsurface exploration.
- 4. Environmental areas of concern (wetland, habitat) as identified by others.
- 5. Type of construction.
- 6. Proposed tie-in points to existing water, sewer force main, and reuse main.
- 7. For water mains, necessary fire hydrant relocations will be indicated.
- 8. Necessary abandonment of existing water, sewer force main, and reuse mains will be indicated.
- 9. Air release valves necessary to accommodate the utility relocations will be indicated outside of roadway.
- 10. Bypassing Plans bypassing plans and information will be incorporated into the drawings based on input from JEA regarding allowable water, sewer force main, and reuse water main outages. It is assumed that the 12" existing forcemain which transports up to 1720 gpm of wastewater cannot be shut down.
- 11. Valve Isolation An understanding of the existing isolation valves on the water mains and reuse mains will be necessary for relocations and tie-ins. 4Waters will develop valve

mapping and recommended isolation plans for the water mains and reuse mains based on available valve GIS and as-built information from JEA and survey data.

#### 12. Erosion Control

It is our understanding that 4Waters will complete all necessary drafting in AutoCAD format for the utility relocations design and will provide the files to Osiris 9 Consulting for modeling/confirmation with the proposed roadway and stormwater system layouts. 4Waters will prepare utility general notes and details for the project in AutoCAD and will incorporate them into the plan/profile utility relocation drawings set.

4Waters will prepare a basis of design technical memorandum for the 90% submittal, any proposed specifications needed in addition to JEA Water and Sewer Standard specifications, and quantity takeoffs for the proposed utility relocations.

4Waters will provide one (1) electronic (pdf) file each of the basis of design technical memorandum and specifications, and 90% drawings, and quantity takeoffs in Microsoft Excel (xlsx) format.

4Waters will attend review meetings with the Osiris 9 Consulting/Superior Construction project team and JEA and SJC for the 90% submittal. 4Waters will take meeting notes for all meetings and will provide them to Osiris 9 Consulting for incorporation in meeting minutes. Any necessary changes will be incorporated into the Final 100% design documents.

#### Task 2.2 (a-d) Final 100% Design

4Waters shall prepare the Final 100% design documents for the utility relocates based on comments for the 90% design review as provided by JEA, SJC, and any permitting comments. 4Waters shall incorporate the comments into the 100% drawings. It is assumed any restoration requirements (paving, sidewalk, right of way areas) and maintenance of traffic/temporary traffic control will be prepared by Osiris 9 Consulting and incorporated into the Osiris 9 Consulting project documents and will not be included in the utility relocation drawings.

4Waters will provide AutoCAD files of the 100% drawings as necessary for modeling/confirmation to Osiris 9 Consulting. 4Waters will prepare a brief technical memorandum to document and identify any modifications to the utility relocation design from 90% to Final 100%, will update any necessary specifications and will provide an updated quantity takeoff for the utility relocations.

4Waters will attend review meetings with the Osiris 9 Consulting/Superior Construction project team and JEA and SJC for the Final 100% submittal. 4Waters will take meeting notes for all meetings and will provide them to Osiris 9 Consulting for incorporation in meeting minutes. Any necessary changes will be incorporated into the Final submittal design documents.

4Waters will provide one (1) electronic (pdf) file each of the technical memorandum and specifications, and 100% drawings, and quantity takeoffs in Microsoft Excel (xlsx) format.

#### Task 2.3 JEA/DEP Coordination and Permitting for Utility Relocates

4Waters shall request an availability number from JEA for the proposed utility relocates project and shall utilize the SAGESgov portal to coordinate review/approval with JEA. As the proposed utility relocations will be the same size as the existing and will be along the same route as the existing, it is 4Waters understanding that no permits (DEP or JEA) are required for the water, sewer force main, or reuse main utility relocates.

#### SERVICES NOT INCLUDED

The following services have not been included in the design proposal and are assumed to be provided by others as necessary for the project.

- 1. Maintenance of Traffic/Temporary Traffic Control design.
- 2. Preparation of any permit applications or response to requests for additional information other than those specifically noted in the proposal. 4Waters will provide information relevant to the JEA utilities design to support DEP or SJRWMD dewatering permits, DEP ERP or 404 permits, or SJC Development Review permit prepared by others.
- 3. Providing non-technical specifications or front-end documents required for project.
- 4. Survey or Subsurface Utility Exploration (SUE) work, either ASCE Quality Level A or B, of the project area.
- 5. Geotechnical investigations or analysis.
- 6. Underwater and subsurface investigation, testing
- 7. Life safety components including fencing, safety railings and ladders for bridge
- 8. Field layouts or the furnishing of construction line and grade surveys.
- 9. Making property, boundary and right-of-way surveys, preparation of easement and deed descriptions, including title search and examination of deed records.
- 10. Performing investigations, studies, and analyses of substitutions of equipment and/or materials or deviations from the drawings and specifications.
- 11. Providing wetland delineation or critical habitat assessments.
- 12. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, environmental permitting assistance, and other assistance required to address environmental issues.
- 13. County Building Department submittals.
- 14. Construction administration services.

#### Schedule

4Waters understands time is of the essence for this project and that based on prior schedules for the project the anticipated schedule for completion of the 90% design submittal is approximately 6 weeks from receipt of all survey/SUE data and approximately 3 to 4 weeks for completion of the 100% construction documents from the receipt of 90% review comments. 4Waters will commit the resources necessary to achieve the proposed schedule.

#### **Professional Service Fees**

We appreciate this opportunity to work with Osiris 9 Consulting and Superior Construction and have attached a breakdown of the proposed fee summary for the project on the following page. The proposed fee to complete the design scope of work and Tasks 1 and 2 outlined above per the noted schedule is \$164,790. If you have any questions, please contact me at <a href="mailto:abryan@4weng.com">abryan@4weng.com</a> or (904) 414-2400 Ext. 51.

With best regards,

Four Waters Engineering, Inc.

Angela Bryan, P.E., LEED AP

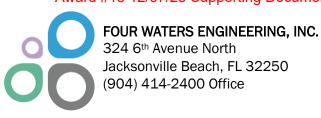
President

**Attachments** 

## CR210 Widening Project - Greenbriar to Cimarrone Four Waters Engineering, Inc.

## Proposal for Professional Engineering Services for JEA Water, Sewer Force Main and Reuse Main Relocations

Job Title	Project Manager/EOR	Senior Engineer	Staff Engineer	Associate Engineer	Engineer Intern	CADD Designer	Administrative			TOTALS
Hourly Rate	\$225.00	\$185.00	\$165.00	\$145.00	\$115.00	\$125.00	\$75.00	Sub-Contractors	Direct Costs	
·	Hours	Hours	Hours	Hours	Hours	Hours	Hours			Hours
	\$	\$	\$	\$	\$	\$	\$			\$
Task 1 - General										
Task 1.1	36	0	0	0	12	0	32		_	
Project Management and Discipline Coordination/Mtgs	\$8.100	\$0	\$0	\$0	\$1,380	\$0	\$2,400	\$0	\$150	\$12,030
SUBTOTAL TASK 1	\$8,100	\$0	\$0	\$0	\$1,380	\$0	\$2,400	\$0	\$150	\$12,030
COBTOTAL FACILITY	Ψ0,100	ΨΟ	ΨΟ	ΨΟ	Ψ1,500	ΨΟ	Ψ2,400	ΨΟ	Ψ130	Ψ12,000
Task 2 - Water, Sewer Force Main and Reuse Main Design	1									
Task 2.1a	7	13	0	6	24	19	0			
90% - Gather Data, Field Investigate, Utility Coord	\$1,620	\$2,442	\$0	\$870	\$2,760	\$2,400	\$0	\$0	\$150	\$10,240
Task 2.1b	57	61	0	32	105	204	24			
Develop Draft BODR and 90% Dwgs and Quantities	\$12,760	\$11,285	\$0	\$4,640	\$12,075	\$25,500	\$1,782	\$0	\$300	\$68,340
Task 2.1c	11	8	0	10	18	24	7			
Complete 90% after QA-QC and submit	\$2,403	\$1,480	\$0	\$1,450	\$2,070	\$3,000	\$549	\$0	\$100	\$11,050
Task 2.1d	12	16	0	0	8	0	6			
90% review meetings (SJC and JEA)	\$2,700	\$2,960	\$0	\$0	\$920	\$0	\$450	\$0	\$100	\$7,130
Task 2.2a	15	33	0	12	66	70	7			
Prep 100% Final docs - TM, Dwgs, Quantities	\$3,294	\$6,105	\$0	\$1,740	\$7,590	\$8,800	\$538	\$0	\$250	\$28,320
Task 2.2b	10	19	0	0	14	22	5			
Complete 100% Final after QA/QC and submit	\$2,160	\$3,552	\$0	\$0	\$1,656	\$2,775	\$360	\$0	\$250	\$10,750
Task 2.2c	10	14	0	0	6	0	4			
100% Final review meeting (SJC and JEA)	\$2,250	\$2,590	\$0	\$0	\$690	\$0	\$300	\$0	\$100	\$5,930
Task 2.2d	10	11	0	8	0	25	5			
Finalize Final Construction Docs	\$2,160	\$2,072	\$0	\$1,160	\$0	\$3,150	\$360	\$0	\$250	\$9,150
Task 2.4	2	4	0	0	0	4	2			
JEA/DEP Coordination and Permitting RWM	\$450	\$740	\$0	\$0	\$0	\$500	\$150	\$0	\$0	\$1,840
SUBTOTAL TASK 2	\$ 29,797	\$ 33,226	\$ -	\$ 9,860	\$ 27,761	\$ 46,125	\$ 4,489	\$ -	\$ 1,500	\$152,760
	168	180	0	68	253	369	92			
TOTAL TASKS 1 - 2	\$37,897	\$33,226	\$0	\$9,860	\$29,141	\$46,125	\$6,889	\$0	\$1,650	\$164,790



October 18, 2023 Sent Electronically

Lloyd Henry, P.E. Project Manager

JEA WWW Project Engineering & Construction

Email: henrla@jea.com

Re: Proposal for Professional Engineering Services

JEA Solicitation No. 101-62

Fairfax St: 1st St to 26th St Water Main Replacement - Additional Level A Test Hole Services

Dear Mr. Henry:

Four Waters Engineering, Inc. (4Waters) is pleased to provide this proposal to JEA for additional design services related to the Fairfax St: 1st St to 26th St Water Main Replacement project to replace existing 20-inch and 16-inch cast iron water mains. During preparation of the original proposed scope of work, Four Waters Engineering estimated approximately 65 Level A test holes would be required to provide sufficient information on existing utilities in the project routing. This estimate was based on an assumption of the number of existing utilities in the corridor being similar to the Martin Luther King: Brentwood to Fairfax Street Water Main Replacement project which 4Waters completed and which also crosses the Fairfax Street water main corridor. After receipt of the Level B utility designations from DRMP with the project survey and determination of the 30% water main design routing, the necessary Level A test holes were determined to be significantly more. 4Waters has prepared the following proposal for the additional necessary Level A test holes for verification of vertical and horizontal data and the additional engineering effort required to incorporate the additional resulting data into the design.

#### Scope of Services

4Waters in conjunction with our teaming partner, DRMP (survey and SUE) will provide the following additional scope of services for the design of the proposed water mains replacement.

#### Task 1. Project Initiation and Project Management

Task 1.1 Project Kick-Off Meeting

No additional services are required for the proposed additional Level A test holes for this task; accordingly, there is no change to Task 1.1.

Task 1.2 Project Management

Monthly project management of the project is included as part of this task. The services for the additional Level A data will require an extension of the design period and accordingly increased the project management requirements.

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#### Task 2. Conceptual (30%) Design

Task 2.1 Pipeline Corridor Route Review/Evaluation

The 30% Conceptual Design has been submitted and reviewed by JEA; accordingly, there is no change to Task 2.1.

Task 2.2 Site Survey and SUE

No additional survey or subsurface utility exploration (SUE) Level B services are required; accordingly, there is no change to Task 2.2.

#### Task 2.2.1 SUE Level A Test Holes

As noted, during design of the 30% water main routing, the need for information on existing utilities at 100 additional locations with ASCE 38-02 Quality Level A was identified based on the Level B existing utility designations and the need for additional study of the existing water main connections within Kings Road. DRMP evaluated the 30% design of the water main routing and request for the additional 100 locations for utility exploration. In order to provide the most cost effective data gathering method, DRMP evaluated the locations to determine areas where multiple existing utilities could be determined by slot trench in lieu of separate test holes. There are limited areas for the Fairfax Street Water Main project where the existing utilities are lined up to allow for sufficient data gathering with the slot trench method, approximately 10 linear feet (LF). 85 additional test holes in paved surfaces and 5 additional test holes in non-paved surfaces are necessary to develop the requested information on the existing utilities along the project routing.

DRMP will provide reports for the Level A test holes which include depth, location, material type and size, utility type, and pictures. Additionally DRMP will provide survey elevation data at each test hole location.

#### Task 2.2.2 Valve Exploration

No additional valve exploration services are required; accordingly, there is no change to Task 2.2.2.

#### Task 2.3 Geotechnical Services

No additional geotechnical services are required; accordingly, there is no change to Task 2.3.

#### 2.3.1 Groundwater Analysis and Dewatering Plan and Permitting

No additional groundwater analysis or dewatering plan development and permitting is required; accordingly, there is no change to Task 2.3.1.

#### 2.3.2 Environmental Investigation and Analysis – Jacksonville Wood Treaters Vicinity

No additional environmental investigation and analysis services are required, at this time; accordingly there is no change to Task 2.3.2.

Task 2.4 Maintenance of Traffic (MOT)

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No additional maintenance of traffic design services are required; accordingly, there is no change to Task 2.4.

Task 2.5 Project Information Program (As Needed, Time and Materials)

No additional project information program services are anticipated; accordingly, there is no change to Task 2.5.

#### Task 3 - Permitting Assistance

There are no additional permitting services required for the data gathering of the proposed additional Level A test holes.

Task 3.1 City of Jacksonville

Task 3.1.1 Major Utility Construction Permit Application

There is no change to Task 3.1.1.

Task 3.1.2 Right-of-Way Permit

There is no change to Task 3.1.2.

Task 3.2 FDOT Utility Accommodation (UA) Application

There is no change to Task 3.2.

Task 3.3 Norfolk Southern Railroad Utility Application

There is no change to Task 3.3.

Task 3.4 DEP Water Main Application

There is no change to Task 3.4.

#### Task 4 - Project Design Development Stage (60% and 90% Design)

Task 4.1 Preparation of 60% Design Development Documents

For the 60% design, 4Waters shall prepare plan and profile drawings with all existing utility data reflected. Due to the extensive amount of additional Level A data needed to accurately reflect the existing utility conditions, 4Waters has added additional engineering and CAD design time to Task 4.1 to incorporate the additional Level A data into the profile drawings and develop appropriate utility conflict resolution methods.

Task 4.2 Preparation of 90% Contract Documents

No additional design effort is required for the 90% Contract Documents development; accordingly, no change has been made to Task 4.2.

Task 5 - Final Design (100% Design)

Task 5.1 100% Construction Documents

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Task 5.1. has not been changed; no additional effort will be required for the 100% Construction Documents design.

Task 5.2 Finalize the Bid Documents

Task 5.2 has not been changed; no additional effort will be required to finalize the Bid Documents.

#### Task 6 (6.1 – 6.3) - Bidding Services and Support (Time and Materials)

No additional effort has been added for Task 6 Bidding Services and Support.

#### Task 7 - Construction Services (Time and Materials)

No additional effort has been added for Construction Services.

#### Schedule

4Waters proposes the following adjustment to the project design schedule to accommodate the addition of the Level A data and water main design update. The following dates are based on an estimated date of approval of additional services by JEA. Updates to the schedule may be necessary based on actual date of approval.

	Orig	ginal		Upd	ated		
Project Phase / Milestones	Start Date	Completion Date	Additional Days for Level A Data and Processing	Start Date	Completion Date		
Kickoff Meeting	3/23/	/2023	N/A	3/23/	/2023		
Site Survey/SUE Level B	4/4/2023	7/26/2023	N/A	4/4/2023	7/26/2023		
Conceptual Design Phase (30%)	3/23/2023	8/25/23 (Submit)	N/A	3/23/2023	8/25/23 (Submit)		
JEA Approval of Additional Services (Estimate)			21	10/18/2023	11/8/2023		
SUE Level A (Utilities)	8/29/2023	9/25/2023	70	11/9/2023	1/18/2024		
SUE Level A (Valves)	8/15/2023	10/2/2023	N/A		1/18/2024		
Geotechnical Investigations	8/30/2023	10/3/2023	N/A		12/2/2023		
Geotechnical Dewatering Investigation	8/28/2023	10/27/2023	N/A		12/26/2023		
60% Design	9/20/2023	10/31/23 (Submit)	35		2/22/2024 (Submit)		
90% Design	11/1/2023	12/15/2023 (Submit)	N/A	2/23/2024	4/7/2024 (Submit)		
100% Design	1/12/2024	2/2/2024 (Submit)	N/A	5/7/2024	5/28/2024 (Submit)		

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#### **Professional Service Fees**

We appreciate this opportunity to work with JEA and have attached a detailed fee summary sheet for the proposed scope of services. The proposed fee to complete the tasks outlined above is \$138,067.55 which includes \$111,150.00 in subconsultant fees for SUE; additionally an 8.0% markup on subcontractor costs has been incorporated into the subconsultant expenses. The subconsultant proposal is attached. If you have any questions, please contact me at abryan@4weng.com or (904) 414-2400 Ext. 51.

With best regards,

President

Four Waters Engineering, Inc.

Angela Bryan, P.E., LEED AP

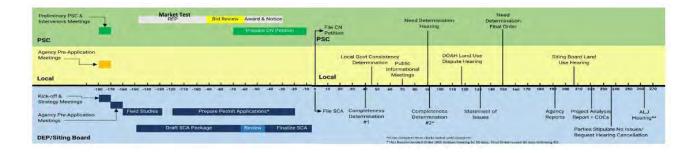
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## 7.0 Site Certification Application Support Services

#### 7.1 BACKGROUND

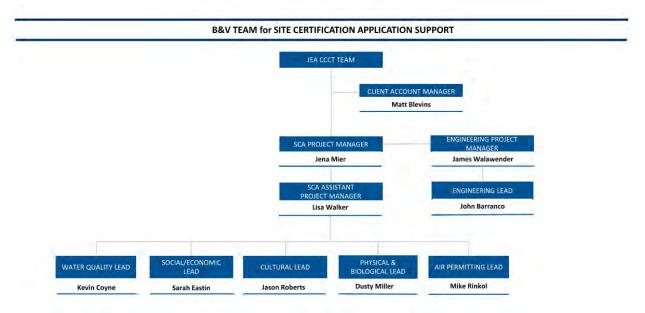
Black & Veatch will provide the services described below to JEA in preparation and defense of a Site Certification Application (SCA) under the Florida Electrical Power Plant Siting Act to authorize JEA to construct, own, and operate a new gas-fired combined cycle combustion turbine (CCCT) resource. As a baseload steam generating unit in excess of 75 MW, JEA must obtain Site Certification and has requested Black & Veatch to assist with the SCA and necessary state and federal permitting associated with the project. This scope of work was identified in the initial IRP contract as potentially needed pending IRP outcome but was not detailed as it was not known if the resource options recommended by the IRP would require permitting under the Power Plant Siting Act. This effort is expected to include engineering support, field studies, impact assessments, agency consultations, preparation of SCA, and post-submittal activities to obtain Site Certification for a new CCCT resource. Additionally, Black & Veatch will prepare the necessary federal permit applications outlined herein. This work scope does not include the services of any independent evaluators or regulatory legal counsel necessary to support the SCA. However, the Black and Veatch team will support legal counsel identified by JEA. The following sections describe the specific tasks to be performed.



#### 7.2 ORGANIZATION AND STAFFING

An organization chart showing the Black & Veatch team members and reporting relationships for this Site Certification Application Support scope is shown in the figure below.

Black & Veatch will perform the following tasks for SCA and necessary state and federal permitting for an outdoor 1x1 combined cycle arrangement utilizing one (1) advanced technology natural gas combustion turbine, one (1) triple pressure, single pressure reheat heat recovery steam generator with supplemental firing, one (1) condensing steam turbine, one (1) dual pressure condenser with a mechanical draft cooling tower heat rejection cycle. The location of this facility is expected to be within Jacksonville, Duval County, Florida (service territory of JEA) at the Greenland Energy Center (GEC) site. The steam generating capacity of the unit will be greater than 75 MW, which automatically subjects the proposed facility to review under the Florida Electrical Power Plant Siting Act (Siting Act) which addresses most state and local requirements. To initiate the certification process, JEA must prepare and submit a Need for Power Petition (scope already supported by Black & Veatch as part of the IRP Refresh Effort) and a Site Certification Application (SCA) demonstrating the Project's need and compatibility with



applicable environmental standards and public policy/legislation. The site certification review process concludes with a Site Certification Order (SCO) issued by the Siting Board or by FDEP. Federal requirements, including those implemented by the Florida Department of Environmental Protection (FDEP) under federally approved or federally delegated programs, are addressed independently. Federal permit applications may be submitted concurrently with the SCA, but issuance will not occur until the SCO has been issued.

Black & Veatch will prepare the SCA to address the provisions of the Siting Act, including the Instruction Guide, and address other agency concerns. Black & Veatch has based this Scope of Services on its previous SCA permitting experience in Florida. Black & Veatch will utilize a comprehensive approach to the site certification and permitting process to elicit favorable treatment by the regulatory agencies, minimize intervention or objection to the Project, and secure reasonable Conditions of Certification for the long-term operation of the Project.

Black & Veatch will assist JEA with the following nine major tasks that have been identified to successfully complete the Project SCA and state and federal permitting processes. Each task is described in greater detail below.

- Task 1 -- Certification Strategy Analyses
- Task 2 -- Pre-application/Pre-submittal Meetings
- Task 3 -- Prepare/Attend Public Open House Meetings
- Task 4 -- Prepare Site Certification Application
- Task 5 -- Prepare State Permit Applications
- Task 6 -- Prepare Federal Permit Applications
- Task 7 -- Conduct Associated Studies
- Task 8 SCA and Permit Applications Submittals
- Task 9 Post-Submittal Support

Note that certain permits, plans, and other approval(s) that may be required for construction or operation of the new JEA facility, but which are not required to be obtained as a condition of the Site Certification, are not included in this scope of services. These approvals are typically obtained post-certification and include, but are not limited to, the EPA's Title V Permit, EPA's Spill Prevention Control

and Countermeasures (SPCC) Plan and/or Facility Response Plan for oil storage, and industrial operating permit. Land use and/or zoning authorizations may also be required. Black & Veatch understands that JEA will hire a local land use planning firm to assist with any required land use or zoning authorizations. Black & Veatch will support JEA and their chosen firm by providing figures, maps and other project information prepared for the SCA that can be utilized to support the land use authorizations.

#### 7.3 CERTIFICATION STRATEGY ANALYSES

Following the receipt of Notice to Proceed and the selection of the Project site location, Black & Veatch will analyze certification and permitting strategies and risks and provide a summary of that analysis to JEA for review and comment. Challenges to be analyzed include the following:

- Requirements for City of Jacksonville/Duval County land use and zoning compliance
- Need for variances from state and local requirements
- Cooling water supply/backup well options
- Available options for wastewater treatment and disposal
- Air pollution control options
- Associated facilities (gas lines for example)

Final decisions on certification and permitting strategies will be discussed after analyses are completed.

### 7.4 PRE-APPLICATION/PRE-SUBMITTAL MEETINGS

Black & Veatch will arrange and attend pre-application and pre-submittal meetings with the appropriate parties to the certification proceeding and other interested agencies prior to completing and filing the SCA. A representative of JEA should attend these meetings with the SCA Project Manager and others as appropriate. Two series of pre-application meetings are recommended to meet with the agencies for preliminary discussions. The purpose of the pre-application meetings is to present the project, confirm the review process under the Siting Act, discuss agency-specific issues, and agree to the scope, quantity, and level of detail to be addressed in the SCA and permit applications. Several pre-application meetings with the statutory parties to the certification are proposed as listed below and have been included in the Scope of Services.

- Florida Department of Environmental Protection (FDEP): Siting Coordination and Air Resource
  Management in Tallahassee; Industrial Wastewater and Environmental Resource Permitting in
  the Northeast District.
- St. Johns River Water Management District: Water Use
- Department of Economic Opportunity
- Fish and Wildlife Conservation Commission in Tallahassee.
- Department of Transportation: Systems Planning Office in Tallahassee; District 2 Office in Jacksonville.
- City of Jacksonville/Duval County: Office of Environmental Resource Management; Planning/Zoning Department(s); others to be determined.

US Army Corps of Engineers (USACE): Jacksonville District Office; only if tidally influenced
wetlands or Waters of the US are proposed to be impacted. If impacts to non-tidal wetlands are
proposed, wetland permitting will be processed by FDEP under their assumption of the 404
regulatory program and no involvement from the USACE is required.

Two pre-submittal meetings with JEA staff, Black & Veatch technical staff and the agency staff have been included in this Scope prior to filing the SCA. Meetings will allow the Project Team to present the latest project design information, confirm impact assessment methodology/present preliminary results, and again discuss agency-specific issues.

#### 7.5 PREPARE/ATTEND PUBLIC OPEN HOUSE MEETINGS

Black & Veatch will prepare exhibits (electronic files) and talking points and attend "mock open house" practice sessions in support of public open house meetings. Five professionals from Black & Veatch (SCA Project Manager, SCA Assistant Project Manager, three additional subject matter experts) have been budgeted to attend up to two public open house meetings and discuss the project and answer questions from the public in support of JEA and the Project. Black & Veatch is not responsible for arranging for venues, providing printed materials, or providing any extra security that may be determined to be necessary. JEA's External Affairs and Communications team will lead all public outreach activities and Black & Veatch will provide support as needed.

#### 7.6 PREPARE SITE CERTIFICATION APPLICATION

Black & Veatch will prepare the SCA in accordance with the FDEP's Instruction Guide for Certification Applications: Electrical Power Plant Site, Associated Facilities, and Associated Transmission Lines to adequately address the provisions of the Siting Act and all provisions of the Instruction Guide. Black & Veatch will also provide engineering required to develop or obtain information required for the SCA including preliminary cooling tower sizing/performance, site grading and drainage drawings, water intake and discharge requirements including Clean Water Act 316(b) considerations. The scope and level of detail provided in the SCA will have been determined and agreed upon during the agency preapplication meetings (Task 7.2.3). The SCA must include the sections listed and described below.

#### 7.6.1 Introduction

The Introduction section of the SCA will include Applicant Information, information about the site location and any associated linear facilities (gas pipeline), capacity of the proposed facility, and identify any variances from environmental standards being sought from state or local regulations.

#### 7.6.2 Need for Power

The Need for Power section of the SCA will be a brief description of the basic procedural elements of the Need process, providing the submittal and milestone dates, and a brief description or copy of the Petition for Need.

#### **7.6.3** Site and Vicinity Characteristics

Black & Veatch will prepare the maps and information necessary to describe the social, political, biological, and physical environs of the site and surrounding areas.

#### 7.6.4 The Plant and Directly Associated Facilities

Black & Veatch will describe the operating plant, directly associated facilities (such as pipelines), and the character and magnitude of plant discharges. The Project will be described regarding technology, site location, fuel and estimated air pollutant emissions, water use and wastewater treatment, hazardous materials, storm water management, and materials handling.

# 7.6.5 Environmental Effects of Site Preparation, and Plant and Associated Facilities Construction

Black & Veatch will describe the anticipated environmental impacts of Project construction on the resources identified in Section 2 of the SCA (Site and Vicinity Characteristics above). Mitigation and monitoring measures will be proposed as necessary. Subjects to be addressed include land impacts, surface and ground water impacts, ecological impacts, air quality impacts, solid wastes, impacts on human populations, impacts on landmarks and sensitive areas, impact on archaeological and historic sites, special features or variances, and the benefits of Project construction. Costs have been included in this scope to conduct a study using the US Army Corps of Engineers / FDEP Uniform Mitigation Assessment Method (UMAM) to determine wetlands impact mitigation requirements.

#### 7.6.6 Effects of Plant Operation

Black & Veatch will describe the anticipated environmental impacts of Project operation and propose mitigation and monitoring methods. Subjects to be addressed include heat dissipation, effects of industrial and sanitary wastewater discharges, impacts on water supplies, solid/hazardous materials disposal, air quality impacts, noise, ecological, socioeconomic, and cultural resource impacts, resources committed, and regulatory variances.

#### 7.6.7 Transmission Lines and Other Linear Facilities

The subjects to be addressed include design and cost, construction techniques and impacts, and electromagnetic field (EMF) effects. Off-site facilities to be addressed may include transmission line(s), roadways, natural gas pipeline/pipeline upgrades, potable water line, treated sewage effluent supply line from a local wastewater treatment plant, and wastewater/sanitary return line(s) to a local wastewater treatment plant or pipeline. Based on previous information from the local gas provider, this scope of services addresses the potential need for a new 31-mile pipeline to the GEC site. This may not be required if other means of delivering gas to GEC (such as upstream compression) are developed.

#### 7.6.8 Economic and Social Effects of Plant Construction and Operation

Black & Veatch will provide an assessment of the social and economic costs and benefits of the Project. Subjects to be addressed include taxes, jobs, and the temporary and long-term costs of Project development and operation.

#### 7.6.9 Site and Plant Design Alternatives

This section of the SCA is optional and likely not necessary as an alternatives analysis will not be required for the project under NEPA.

#### 7.6.10 Associated Linear Facilities (TPG Gas Pipeline)

This section of the SCA may be required for the GEC site. An additional pipeline may be required to provide sufficient gas to the facility. Although it is not required if the pipeline is not owned by JEA, it is assumed that it would be included in the SCA so that JEA is not dependent upon another party to obtain authorization which could impact the Project schedule. Black & Veatch will conduct surveys and collect data along the 31-mile route in order to describe the pipeline ROW corridor area, provide a description of the pipeline and effects of ROW preparation and pipeline construction, postconstruction impacts and the effects of ROW maintenance.

#### 7.6.11 Appendices

Black & Veatch will develop and include a list of agency personnel contacted for information and input during the pre-application and SCA preparation process. Permit applications required for construction and/or operation of the Project will be included in this section of the SCA. Additional information such as supporting reports or documentation more appropriate as appendices rather than text will be available in this section.

#### 7.7 PREPARE STATE PERMIT APPLICATIONS

In addition, although the Site Certification serves as the overall state license for the facility, the regulations of other state and local agencies still apply and therefore Black & Veatch will prepare and submit the following applications as part of the SCA to address the state and local substantive requirements.

#### 7.7.1 Florida Department of Environmental Protection (FDEP)

Several departments within the FDEP will review the design and impacts of the Project.

#### 7.7.1.1 Air Permitting

Air construction permits are required prior to construction and operation of stationary sources and modification to existing stationary sources. We acknowledge JEA's intention to cease operations of Unit 3, which would potentially enable them to circumvent a comprehensive major PSD review. However, we have incorporated provisions within our scope to conduct the complete major PSD review, as the conclusions of the netting analysis have not been officially finalized. Drawing from our past project experiences, we maintain the belief that JEA and the CCCT project may still qualify for a minor source air permit application. If the netting analysis verifies the unnecessary nature of a major PSD review, we will supply a revised scope, thereby facilitating a less burdensome and time-consuming permitting process. The air permitting activities proposed to support the preparation of the Air Construction Permit/Prevention of Significant Deterioration (ACP/PSD) are as follows:

- PSD Applicability.
- Best Available Control Technology (BACT).
- Air Quality Impact Analysis.
- Additional Impacts Analysis.
- ACP/PSD Permit Application Forms.
- Title IV Acid Rain Permit.

Within 180 days of commencing operation of the Project, a complete application for a Title V Air Operating Permit must be submitted to the FDEP. However, since these activities are several years out, Title V services are not included in this scope of work.

**PSD Applicability**. The PSD regulations are designed to ensure that the air quality in existing attainment areas does not significantly deteriorate or exceed the ambient air quality standards (AAQS) while providing a margin for future industrial and commercial growth. PSD regulations apply to major stationary sources and major modifications at major existing sources undergoing construction in areas designated as attainment or unclassifiable. It is assumed that the site area is currently designated as attainment for all ambient air quality standards.

A major stationary source is defined as any of the listed major source categories which emits, or has the potential to emit (PTE), 100 tpy or more of any regulated pollutant, or 250 tpy or more of any regulated pollutant if the facility is not one of the listed major source categories. The combined cycle project is one of the 28 major source categories (i.e., fossil fuel fired steam electric plant) which has a PTE greater than 100 tpy of at least one regulated pollutant. Estimated emissions of NOx, CO, VOCs, and PM/PM10 resulting from the Project will be compared to the PSD significant emissions levels as applicable. Project emissions greater than the significant emission levels are subject to PSD review. The PSD review includes a BACT analysis, air quality impact analysis, additional impact analysis, and a Class I impact analysis.

Two of Black & Veatch's air permitting professionals have been included to attend, with JEA, the preapplication meeting with the FDEP Air Resource Management office in Tallahassee. The purpose of their participation is to confirm PSD applicability, modeling protocol, and BACT issues.

**BACT Analysis**. The Clean Air Act Amendments of 1990 (CAA) established revised conditions for the approval of pre-construction permit applications under the PSD program. One of these requirements is that BACT be installed to control all pollutants regulated under the Act that are emitted in significant amounts from new major sources or major modifications. As required under the NSR/PSD regulations, the BACT analysis should employ the U.S. Environmental Protection Agency (EPA)-preferred "top-down," five-step analysis process to determine the appropriate emission control technologies and/or emissions limitations for the Project. The five steps are:

- Step 1 Identify All Control Technologies
- Step 2 Eliminate Technically Infeasible Options
- Step 3 Rank Remaining Control Technologies by Control Effectiveness
- Step 4 Evaluate Most Effective Controls
- Step 5 Select BACT

Black & Veatch will perform the required BACT analysis to support the ACP/PSD permit application.

**Air Quality Impact Analysis**. Black & Veatch will perform the required air dispersion modeling to support the SCA and ACP/PSD permit applications. In some instances, when adequate air quality data is not available at a specific location, the FDEP may require a pre-construction monitoring program to collect up to one year of site representative data. Black & Veatch does not anticipate this requirement and has not included such monitoring in this scope of services.

A good engineering practice (GEP) stack height study will be conducted to establish the stack height necessary to avoid aerodynamic down wash effects due to any Project related structure or any other nearby structure. It is likely that the HRSG stacks will be constructed to a height lower than the calculated GEP height. In that case, the dispersion modeling will be conducted using the appropriate structure-induced downwash features within the models.

For those pollutants subject to PSD requirements, preliminary air dispersion modeling will be conducted to establish the pollutants that are projected to have off-site impacts at less than significant levels. Many of the applicable PSD pollutants are expected to be insignificant at all off-site locations. No further analyses are necessary for those insignificant pollutants; however, a full air quality impact analysis is required for those pollutants that are shown to have significant offsite impacts.

A full impact analysis for any pollutant requires inventories of existing sources for use in performing the ambient air quality standards (AAQS) and PSD increment analyses. Once the impact area is defined for each applicable pollutant, the AAQS and PSD Class II inventories of sources within those areas plus an additional 50-kilometer screening area will be developed. It is expected that FDEP will provide the appropriate inventories after the impact areas are defined. Black & Veatch will assess sources within the screening area to identify those sources that must be considered in the analysis. In addition, there is generally some need for review, updating, and correction of these inventories. Black & Veatch will accomplish this in coordination with FDEP. It is assumed that no more than 100 sources will need to be evaluated.

Black & Veatch will perform the air quality modeling for pollutants that require full impact analysis and follow an approved air dispersion modeling protocol. The model(s) used for this analysis will be selected from those preferred by the EPA, as presented in EPA's Guideline on Air Quality Models (40 CFR 51 Appendix W). It is expected that the AERMOD model will be used for this project.

It is assumed that the results of the dispersion modeling will demonstrate compliance with all PSD Class II increments and when combined with background air quality levels, demonstrate compliance with all applicable AAQSs.

Additional Impacts Analysis and Class I Analysis. Black & Veatch will perform a PSD additional impact analysis. This analysis generally has three parts: soils and vegetation impacts, visibility impairment, and economic/community growth impacts. The analysis of soils and vegetation impacts will be based on a general inventory of soil and vegetation types found in the impact area. Emphasis will be placed on vegetation with any commercial or recreational value. Information regarding exposure levels associated with vegetation impacts will be obtained from published sources. Black & Veatch will include a discussion of the potential economic/community growth that may occur in the site area, and potential impacts to area soils and vegetation, due to the new source.

Federal Class I Areas are afforded special environmental protection through enforcement of Class I increment values established in 40 CFR Part 52.21. Additionally, Air Quality Related Values (AQRVs) have been developed to promote the protection of such areas from the environmental effects of a wide range of air emission sources. Class I analysis is required if the site is within the 200–300-kilometer distance typically applied by the Federal Land Manager (FLM) as a threshold for requiring air impact analyses from sources of this type. Black & Veatch will conduct the Class I analyses expected to be required for the selected site to assess the impacts upon air quality and AQRVs at applicable Class I Areas. The AQRVs developed for the JEA site include total deposition (both sulfur and nitrogen) and regional haze. The CALPUFF air dispersion modeling system will be used to predict the Project's impacts

with respect to regional haze, total deposition (both sulfur and nitrogen), as well as PSD increments at these Class I areas.

**ACP/PSD Permit Application Forms**. Black & Veatch will complete and include the necessary ACP/PSD forms to support the certification process. This application typically comprises one volume of the SCA. The permit will be issued separately from the SCA. This task included coordinating with agencies to provide required additional information in support of issuance of the permit.

**Title IV Acid Rain Permit.** In addition to the construction and operating permit requirements, the regulations implementing the Acid Rain provisions of the Clean Air Act Amendments require that electric utility units submit an acid rain permit application. Since the unit will serve a generator with a nameplate rating of greater than 25 MW and will distribute at least one third of the electricity to a grid for sale, the Project will be subject to the Acid Rain program provisions.

A Phase II permit application and compliance plan for each new affected unit must be submitted to the FDEP; a revised compliance plan can be submitted at any time. The compliance plan will be enforceable in lieu of a permit until a permit is issued. New affected units must submit a complete acid rain application (which becomes part of the Title V operating permit application) 24 months prior to the date the unit commences operation. The acid rain permit will be incorporated into the facility Title V operating permit and should be issued at approximately the same time as the operating permit. The proposed unit will be subject to substantial monitoring, record keeping, and reporting requirements under 40 CFR 75. These requirements are in addition to the requirement to submit a complete acid rain application and include:

- Installation, operation, certification, and maintenance of a NOx CEMs
- Installation, operation, certification, and maintenance of an O2 or CO CEMs
- Installation, operation, certification, and maintenance of a fuel flow meter
- Development and submittal of the monitoring plan
- Development of the QA/QC monitoring plan
- QA/QC activities

Black & Veatch will prepare the acid rain permit application for the Project. The Continuous Emissions Monitor plans, hardware, and software are not included in this Scope of Services.

**Support for Proposed GHG NSPS**. Black & Veatch will assist the Project team in relation to the recently proposed greenhouse gas (GHG) new source performance standards for new combustion turbines. While it is expected that this proposed rule will not be in effect at the time of the permit application submission, we will collaborate with JEA to assess potential design implications for the Project and determine the most suitable strategy for addressing design and permitting considerations.

#### 7.7.1.2 Environmental Resource Permitting (ERP) requirements

FDEP regulates power plant activities in state waters and wetlands, and the construction/operation of stormwater management systems under the ERP regulations. The extent or presence of waters or wetlands onsite and linear corridors will be determined by Black & Veatch. In addition, a stormwater management/control system design will be required. Therefore, review of the system under the stormwater system design and ERP criteria will be performed as part of the certification process. An ERP

application and supporting documentation such as site grading/drainage plans, descriptions of proposed surface water management facilities, calculations, and plan and detail drawings, will be required and must be signed and sealed by a registered Professional Engineer. Black & Veatch will prepare the application and supporting documentation for inclusion in the Appendices of the SCA.

If new offsite transmission or other linear facilities are required and will impact water or wetlands, or require stormwater controls, the FDEP will review those impacts within the SCA. The scope of services assumes a new 31-mile pipeline to the GEC site will be required.

#### 7.7.1.3 Public Drinking Water System Extension Approval

The FDEP regulates drinking/potable water systems. Black & Veatch will prepare a Public Drinking Water System extension application for inclusion in the Appendices of the SCA. The application will need supporting construction plans and specifications and must be signed and sealed by a registered Professional Engineer.

#### 7.7.1.4 NPDES Stormwater Permit for Construction Activity

A Generic Permit for Stormwater Discharge from Large and Small Construction Activities (CGP) will be required for site disturbances greater than one acre. In addition, a Stormwater Pollution Prevention Plan (SWPPP) must be developed and implemented at the site to manage stormwater runoff and evaluate pollutant control. Black & Veatch will prepare a Notice of Intent for submittal to the FDEP. Black & Veatch will also develop the SWPPP which will require a site evaluation of pollutant discharge, identification of appropriate erosion and sedimentation controls, development of stormwater best management practices, site grading and drainage plans, and maintenance and inspection schedules.

#### 7.7.1.5 Industrial Wastewater Treatment System Permit

The Florida Statutes authorize the FDEP to regulate construction of and discharges from industrial wastewater treatment and disposal systems. Assuming process wastewaters will be returned to a nearby wastewater treatment plant, there will be no wastewater discharges to wetlands or WOTUS and an operational NPDES permit from the FDEP will not be required. Black & Veatch will prepare an Application to Operate/Construct Industrial Wastewater Treatment and Disposal Systems for submittal to FDEP to demonstrate the no permit required status. Supporting information such as project and facility descriptions, water mass balance, and water quality projections will be required.

#### 7.7.2 St. Johns River Water Management District (SJRWMD)

The St. Johns River Water Management District will review the Project as a reviewing agency to the certification proceeding.

#### **7.7.2.1** Water Use Permitting Requirements

Potable water requirements for the site are assumed to be supplied by the JEA water supply system. It is also assumed that the JEA local wastewater system will supply treated sewage effluent for cooling water. However, if this supply is inadequate or interrupted, onsite wells to the Floridan Aquifer are proposed for backup/supplemental cooling water supply. (The amount of water allocated for such use is typically based on historical trends or a 30-day supply, whichever is less.) The potential impacts of using of treated sewage effluent will be addressed in the SCA.

#### 7.7.2.2 Short-term Dewatering Permitting Requirements

A Notice of Intent to Short-term Dewater should be completed. Black & Veatch will prepare the application for inclusion in the Appendices of the SCA. This proposal assumes that wastewater discharge from the dewatering activity will be directed to either a nearby wastewater treatment plant or onsite stormwater pond, and not to a surface water of the state which would require a general NPDES permit from the FDEP.

#### 7.7.3 Florida Fish and Wildlife Conservation Commission (FWC)

The FWC protects and manages state regulated wildlife and fisheries resources. FWC will review the Project as a reviewing agency to the certification proceeding. Black & Veatch has included costs to coordinate with the FWC to discuss the Project regarding the potential occurrence and impacts to protected species and conduct site and associated facility corridor surveys for such potential species. This survey will be conducted concurrently with the wetland delineation survey described in Activity 5.6.2 above. This task does not include any species-specific surveys. Black & Veatch will provide JEA the cost and schedule for any additional surveys required by FWC.

#### 7.7.4 Division of Historical Resources (DHR)

DHR's Compliance and Review Section of the Bureau of Historic Preservation will review the Project as a reviewing agency to the certification proceeding. Black & Veatch will review the project and conduct a literature review and records check of the Florida Master Site File to identify previous cultural resources surveys conducted in and/or adjacent to the project area to determine if any Florida NRHP properties have been recorded within or near the project site. The goal of the review is to evaluate the potential for the project to adversely impact any known cultural resources and to determine if any onsite survey is necessary. Scope does not include any onsite field survey.

#### 7.7.5 City of Jacksonville and/or Duval County Requirements

The City and/or County will review the Project as review agencies to the certification proceeding. Black & Veatch will coordinate and track Project development efforts through the certification and land use approval process. It is suggested that JEA engage a local land planner to conduct services related to any required land use and zoning approval processes. Black & Veatch has included costs in this scope of services to provide support to JEA and their local land use planner.

#### 7.7.5.1 Water Supply/ Treated Sewage Effluent/Wastewater Return Agreements

Black & Veatch will coordinate technical support with JEA in obtaining potable and reclaimed water supply, and wastewater return.

#### 7.8 PREPARE FEDERAL PERMIT APPLICATIONS

The federal permit applications described below will be prepared by Black & Veatch for submittal by JEA to each agency as applicable for the Project.

#### 7.8.1 US Department of Energy (DOE)

Title II of the Powerplant and Industrial Fuel Use Act of 1978 (FUA), as amended (42 U.S.C. 8301 et seq.), provides that no new baseload electric powerplant may be constructed or operated without the

capability to use coal or another alternate fuel as a primary energy source. To meet the requirement of coal capability, the owner or operator of such facilities proposing to use natural gas or petroleum as its primary energy source shall certify, pursuant to FUA section 201(d), and Section 501.60(a)(2) of DOE's regulations to the Secretary of Energy prior to construction, or prior to operation as a base load powerplant, that such powerplant has the capability to use coal or another alternate fuel.

The Certification of Compliance includes a standard certification statement, a general project description, and notary public seal which is submitted to the Director of the Office of Coal and Electricity in Washington, DC. Self-certification provides compliance upon receipt at the DOE's office. Black & Veatch will prepare the certification statement and supporting information for signature and submittal by JEA.

#### 7.8.2 US Army Corps of Engineers (USACE)

The Clean Water Act authorizes the USACE to regulate activities in wetlands and waters of the US (WOTUS). If it is determined that wetland and/or WOTUS impacts will result by construction of the Project, Black & Veatch will confirm with the FDEP if the wetlands and/or WOTUS are "assumed" by the FDEP in the State 404 Program or retained by the USACE. If impacts are proposed to "retained" wetlands/WOTUS, Black & Veatch will prepare a USACE Permit Application for such activities as a separate submittal to the USACE and additionally for inclusion in the Appendices section of the SCA. If impacts are to "assumed" wetlands/WOTUS, FDEP will process the permit separately from the SCA. Minor impacts may be authorized by a Nationwide Permit or a State General Permit; impacts greater that one half acre may require an Individual Permit. If the USACE processes the permit, they will also consult with the US Fish and Wildlife Service regarding potential impacts to threatened and endangered species. The application requires documentation of field wetland delineations and a mitigation plan, if necessary.

Black & Veatch has included costs to attend a pre-application with the USACE Jacksonville District office, conduct wetland delineations of all Project impact areas, and prepare a mitigation plan in accordance with the UMAM procedures.

#### 7.8.3 US Fish and Wildlife Service (FWS)

The purpose of the Endangered Species Act of 1973 (ESA) and similar Florida statutes/regulations is to conserve threatened or endangered species and their habitats and manage fish and wildlife resources. All federal departments and agencies are directed by the ESA to conserve endangered and threatened species and use their authority to enforce the provisions of the ESA. The Florida Fish and Wildlife Conservation Commission (FWC) is authorized to protect the state's protected fish and wildlife resources in a similar manner.

Black & Veatch has included costs to contact the FWS for a review of the Project and site for potential occurrence and impacts to protected species and conduct site and associated facility corridor surveys for such potential species. This survey will be conducted concurrently with the wetland delineation survey described above. This task does not include any species-specific surveys or aquatic surveys and impingement and entrainment studies required to address Clean Water Act 316(b) regulations. Black &

Veatch will support these studies as necessary and provide JEA the cost and schedule for any additional surveys required by FWS.

#### 7.8.4 US Environmental Protection Agency (EPA)

The EPA has delegated wastewater disposal, stormwater management, and air pollution permitting authority to the FDEP. The FDEP, therefore, has the authority to issue permits for point source wastewater and stormwater discharges, and air pollution sources in compliance with the Clean Water Act and Clean Air Act. No permits from the EPA are required.

#### 7.8.5 US Federal Aviation Administration (FAA)

The FAA regulates construction or alteration of airspace from any temporary or permanent structure more than 200 feet above normal ground level, or smaller structures within 20,000 feet of an airport runway. Black & Veatch has included costs to contact the FAA for a review of the Project and site for potential impacts to regulated airspace and prepare applications for a temporary construction crane and the HRSG stack. Although the stack may be less than 200 feet tall, the FAA has the authority to require marking or lighting of the stack if it is within 20,000 feet of a heliport or public airport runway.

#### 7.9 CONDUCT ASSOCIATED STUDIES

Black & Veatch will develop the technical information and conduct the studies required to support the SCA and permit applications. Conceptual or preliminary design, or study of the following systems or issues will be required to support project certification.

- Noise Analysis
- EMF Analysis
- Visual and Lighting Analysis

#### 7.9.1 Noise Assessment

Black & Veatch proposes to perform a Project noise assessment to determine the impacts of the Project construction and operation on the surrounding community and compliance with the local noise codes. Copies of all previous noise assessment reports should be furnished to Black & Veatch for review prior to completing the baseline survey and acoustical modeling.

A site survey will be conducted that will include an investigation of the Project location, the locations of the neighboring noise-sensitive receptors, and the character of the local terrain. A baseline sound level survey will be completed to quantify the existing acoustical environment within the vicinity of the Project site. If possible and appropriate, periods of normal operation of existing units will be included in the survey. The baseline sound level survey will be completed at locations that are deemed representative of nearby noise sensitive receptors. The survey will include continuous 24-hour monitoring and, if deemed necessary, additional short-term measurements. The site visit and baseline sound level survey will be completed simultaneously by a one- or two-person team. Potential Project construction noise will be estimated based on the construction schedule and typical power plant construction equipment. The results will be reviewed with respect to regulatory requirements and existing conditions. Noise during normal operations will be modeled in accordance with ISO methodologies. This acoustical model will be based on site arrangement drawings and design

descriptions that detail the proposed Project. The primary sources of noise are anticipated to include the turbine-generators and the cooling system. All equipment sound level data will be based on available in-house data unless otherwise provided. An assessment of the modeling results will be completed to determine the noise mitigation measures that will be necessary (if any) to support compliance with the applicable regulations and minimize impacts on sensitive receptors. The Project noise modeling will include the development of noise contour plots for normal operation. A preliminary Project noise assessment report will be provided to JEA for review to use in determining noise compliance and mitigation options. This report will include a summary of the modeling results, results of the baseline survey, descriptions of all calculations and corrections, copies of all field data sheets, and copies of all applicable instrument calibration certificates. The results of the Project noise assessment report will be prepared and included in the SCA.

#### 7.9.2 EMF Analysis

Black & Veatch will perform the analyses required to assess the electric and magnetic fields of the transmission line(s) in accordance with Chapter 62-814, F.A.C. The forms and results of the analysis will be included in the SCA.

#### 7.9.3 Visual and Lighting Analysis

Black & Veatch will perform analyses required to assess the visual impact of construction and operation of the facility associated with the height of structures such as stacks and impacts from expected lighting of the facility. The results of the analysis will be included in the SCA.

#### 7.10 SCA AND PERMIT APPLICATIONS SUBMITTAL

Black & Veatch will prepare five (5) copies of the initial draft of the SCA and permit documents, and up to five (5) copies of a second draft, if needed, for JEA review prior to formal submittal to FDEP-Siting. Transmittal documents and copies of the final SCA will be prepared in workable 3-ring binders for the JEA's signature, agency submittal, and project team distribution. Document control will be provided by Black & Veatch. JEA will be responsible for the SCA filing fee and other filing, mailing copies and electronic copies to reviewing agencies, processing, or permit fees. Additional fees may be required for offsite linear facilities.

#### 7.11 POST-SUBMITTAL SUPPORT

Black & Veatch will perform the tasks described below following submittal of the SCA.

#### 7.11.1 Post-submittal Contacts

Black & Veatch will contact the various agencies after distribution of the SCA to verify receipt of the SCA, determine if additional copies are needed, and answer any preliminary questions to minimize additional information requests. Contacts will be by telephone except where important issues exist.

#### **7.11.2** Review Completeness Determination

The FDEP is required to file a statement regarding the completeness of the SCA within 40 days of SCA filing. Black & Veatch will review the completeness statement simultaneously with JEA, and if the SCA is determined incomplete, either assist JEA in rendering the SCA complete or contesting the incompleteness statement. The completeness statement will include comments from the affected

agencies concerning additional information required to complete their review of the Project. JEA will be required to file a statement concerning the incomplete SCA within 15 days of receiving the statement. If the additional information cannot be submitted within 30 days of the incompleteness statement, additional time can be requested; however, agency review schedules are tolled until the SCA is determined complete.

#### 7.11.3 Develop Completeness Information

Black & Veatch will develop or assist JEA in developing the information required to render the SCA and federal applications complete and prepare transmittal documents and copies of the information for the JEA's signature and submittal. The cost estimate includes 320 hours of effort to prepare the additional information, including two trips to regulatory agencies to discuss issues with agency personnel.

#### 7.11.4 Review FDEP Analysis

Within 130 days after the SCA is determined complete, the FDEP files a project analysis of the SCA and its processing and serves this analysis on all interested parties. Black & Veatch will review the analysis simultaneously with JEA. Although the FDEP may not revise the written analysis, proposed conditions of certification are included in this report. Many conditions are negotiable and therefore, one hundred twenty (120) hours of effort have been allocated in the cost estimate to review the written analysis and support JEA's negotiation of the conditions with the agencies.

#### 7.11.5 Prepare/Attend Land Use Hearing

As a part of the environmental compatibility review, a land use hearing may be conducted within 30 days of receipt of a petition for a hearing, regardless of the completeness status. This hearing is held to determine if the proposed site is consistent and in compliance with existing land use plans and zoning ordinances. Although this hearing may not be held if the local government determines the Project is consistent and no party challenges that determination, Black & Veatch has included costs to assist JEA with preparations (public notice, exhibits, pre-filed testimony) for the hearing. Black & Veatch will prepare exhibits for the hearing pertaining to Project location and appearance, draft testimony for three witnesses, and assemble/prepare copies of the pre-filed testimony document. The cost for attendance of the Black & Veatch SCA Project Manager and SCA Assistant Project Manager to attend this hearing have been included in this Scope. The Recommended Order on Land Use Hearing is forwarded to the Siting Board for final action. Budget has been included for Black & Veatch's SCA Project Manager and SCA Assistant Project Manager to attend two additional meetings with the local governments on land use compatibility to facilitate local approval. If the application is denied on land use/zoning grounds, Black & Veatch will, upon request, assist JEA in preparing an appeal as an out-of-scope service.

#### 7.11.6 Prepare/Attend Certification Hearing

In addition to an affirmative demonstration of need and land use compatibility, the Certification Hearing must be held unless all parties stipulate there are no issues and request cancellation of the hearing. The hearing is held to determine that the location, construction, and operation of the proposed power plant will produce minimal human and environmental impacts. The decision and Recommended Order resulting from the certification hearing is forwarded to the Siting Board for final action. JEA will be required to provide testimony at the hearing describing the environmental impacts, agency requirements, operational safeguards, and other interests and issues regarding the proposed project. Although this hearing may not be held, as described below, Black & Veatch has included costs to assist JEA in preparing the presentation materials for the hearing (public notice, exhibits, pre-filed testimony). Black & Veatch will prepare hearing exhibits, draft testimony, and assemble/prepare copies of the pre-

filed testimony document. Black & Veatch has budgeted nine professionals (SCA Project Manager, SCA Assistant Project Manager, seven additional expert witnesses) to attend and provide expert testimony at the hearing in support of JEA and the Project. If the application is denied, Black & Veatch will, upon request, assist JEA in preparing an appeal. A recent revision of the Power Plant Siting Act now allows the judge to cancel the certification hearing if all parties to the proceeding stipulate that there are no disputed issues of fact or law, and that there is sufficient time (3 days) to public notice cancellation of the hearing. In this case, the secretary of the FDEP may act upon the SCA by written order.

#### 7.11.7 Public Meetings and Expert Testimony

Black & Veatch has included budget for the SCA Project Manager's and SCA Assistant Project Manager's attendance at two non-procedural public meetings (i.e., agency Board meeting, local public meeting) to provide assistance and information in support of JEA and the Project.

Black & Veatch has capability provide expert testimony for the land use hearing or the site certification hearing beyond that included in this Scope. Such additional testimony can be provided on a time and materials basis. Black & Veatch has extensive experience in such hearings and recognizes that the required scope of this task can vary greatly from project to project without any reliable way of estimating in advance the actual requirements for any specific project. Consequently, the following scope assumptions have been included in the Scope budget.

- If a land use hearing is required, it will be completed in two days.
- The Site Certification Hearing will require no more than seven expert witnesses from Black & Veatch. A mock hearing and 3 practice sessions to review testimony is included in the Scope.
- The Site Certification Hearing will be completed in no more than five days.

#### 7.11.8 Cabinet Aide Meetings, Little Cabinet Meeting, and Siting Board Hearing

The Little Cabinet Meeting is a meeting between the Cabinet Aides of each State Cabinet Department. JEA's Project will be on the agenda of this meeting, which is an opportunity for the Aides to ask questions about the Project. Prior to the Little Cabinet Meeting, Black & Veatch will attempt to meet with each of the Cabinet Aides privately to introduce the Project and answer any questions about the Project. The Siting Board Hearing in front of the Governor and Cabinet may be the final action on the application. Black & Veatch has included budget for the SCA Project Manager's and SCA Assistance Project Manager's attendance at these meetings (independent of the land use and site certification hearings) to provide assistance and information in support of the Project. If the Project goes to the Siting Board, the Board will verbally approve or deny the application at this hearing and issue a written Certification Order generally within 30 days.

#### 7.11.9 Prevention of Significant Deterioration (PSD)/Authority to Construct (ATC) Permit

Upon receipt of the Certification Order, the FDEP has 30 days to issue the PSD/ATC Permit which allows full construction to begin from the state perspective. Black & Veatch will facilitate the issuance of the PSD/ATC Permit from the FDEP.

# 7.12 COMPENSATION FOR THE SITE CERTIFICATION APPLICATION SUPPORT SERVICES

Work will be performed on a time and expenses (T&E) basis. We estimate that our labor fees to perform the SCA Application Support Services will total \$2,813,219. This labor estimate is based on an April 2024 ECT of 3% and an April 2025 ECT of 3%. Actual labor costs may be less if the actual adjustment is less than this 3% assumed value.

We estimate that our travel and other expenses to perform the SCA Application Support Services will total \$46,885. Travel and other expenses will be billed at cost and in accordance with and not exceed the requirements of the JEA Travel Policy.

These are estimates only. Actual fees and actual expenses may be more or less than these estimates based on the actual scope of work and travel performed. We will not invoice for fees and expenses in excess of these estimates without first receiving approval from JEA.

#### 7.12.1 Breakout of Estimated Labor Fees by Major Task and Expenses

A breakout of the estimated labor fees by major task is provided in the table below. This is provided for information only and does not represent a commitment to control cost at the individual task level.

Estimated Fees	
7.0 Support Site Certification Application <sup>1</sup>	
Task 1 – Certification Strategy Analyses	\$24,431
Task 2 – Pre-Application/Pre-Submittal Meetings	\$70,278
Task 3 – Prepare/Attend Public Open House Meetings	\$50,087
Task 4a – Prepare Site Certification Application	\$857,175
Task 4b – Prepare Site Certification Application for GEC Pipeline	\$1,081,098
Task 5 – Prepare State Permit Applications	\$276,461
Task 6 – Prepare Federal Permit Applications	\$55,878
Task 7 – Conduct Associated Studies	\$34,715
Task 8 – SCA and Permit Applications Submittals	\$51,974
Task 9 – Post-Submittal Support	\$311,122
Total Labor Fees	\$2,813,219
Estimated Expenses	\$46,885
Total Labor Fees and Expenses	\$2,860,104

#### **7.12.2 Labor Billing Rates**

Labor fees will be invoiced on a monthly basis based on the actual hours performed by each Black & Veatch team member, multiplied by the hourly rate for the classification of that team member from the rate table provided below (the "2023 GSA Billing Rates"). Note that the billing rates for services to be performed from April 2024 through March 2025 are estimated assuming a 2024 ECT of 3%.

<sup>&</sup>lt;sup>1</sup> Estimate assumes the ECT is 3% for 2024 and 2025 respectively.

#### CONFIDENTIAL Note

#### Black & Veatch

**Billing Rates and Expense Schedule** 

for

**Home Office Consulting Engineering Services** 

Calendar Year 2023

#### HOURLY BILLING RATES (see Client Billings and Notes)

Title/Description/Hourly Billing Rate (\$USD)

#### Project Administration

Project accounting and office support including clerical, secretarial and billing.

Project Administration \$76.00

#### Technicians and Technical Support

Technical designers, drafters, and other technical support functions.

 Associate Technician / Designer
 \$91.00

 Staff Technician / Designer
 \$113.00

 Lead Technician/Designer
 \$144.00

 Senior Technician/Designer
 \$187.00

#### **Engineering and Management**

Engineering design, analysis, and management. Includes departmental and project assignments including project management, executives and engineering department management.

Associate Engineers \$105.00 Staff Engineers \$125.00 \$141.00 Design Engineers Project Engineers \$169.00 enior Engineers \$225.00 \$230.00 Engineering Managers Project Managers \$240.00 enior Project Managers \$270.00

#### Professionals and Professional Support

Professionals who assess and track the cost related to projects, perform planning and scheduling functions related to projects, provide procurement and construction support, provide permitting support, and support other project related activities.

Associate Professional	\$88.00
Staff Professional	\$139.00
Lead Professional	\$191.00
Senior Professional	\$238.00

#### Specialized Staff

. Specialist staff that provide legal, scientific, economic, and related services.

 Associate Specialist
 \$103.00

 Staff Specialist
 \$135.00

 Lead Specialist
 \$175.00

 Senior Specialist
 \$236.00

Client Billings: Client shall pay to Engineer for the performance of the Services the sum of the following amounts unless the compensation is otherwise stated in the specific task assignment.

- 1. Labor cost will be billed as actual hours charged to this project by Black & Veatch personnel and in accordance with the rates above
- Typical and customary home office expenses, including computer related expenses (network server charges, PC usage charges, software and design
  application charges, printing, plotting, and server storage), reprographic services, document production, fax, telephone, postage/courier, etc. will be billed at
  a rate of \$10.00 per hour of direct billed labor.
- 3. Expenses for travel and lodging will be billed at actual cost. These expenses include cost such as air-fare, personal mileage, lodging, meals, motor vehicles rental, telephone, special rental equipment, etc.
- 4. Cost of 3rd party services and for non-customary office costs such as production printing will be billed at actual cost plus 10%.
- 5. Field assignments of longer than 60 days will be billed as actual hours charged to this project by Black & Veatch personnel in accordance with the rate sheet plus uplift as determined by current field services policy. Expenses for field assignments can be per diem, actual expenses, or a combination of both as specific to the assignment.
- 6. Overtime applies only to non-exempt personnel as defined by the US Federal Wage and Hour Law. Overtime will be billed as actual hours charged to this project by Black & Veatch personnel in accordance with the rate sheet plus 50%.
- 7. Any other professionals not specifically identified above will be placed in the most appropriate category above based on function and experience.

#### Votes

- Billing rates are subject to annual adjustment on each January 1.
- 2. This Rate Sheet contains information that may be privileged, confidential and exempt from disclosure under applicable law. Any unauthorized disclosure, copying, or distribution of this document or any of its contents is prohibited.



Electric Replacement 211-E: \$473,897.00

#### FLORIDA SHERIFF'S ASSOCIATION Contract - BID FSA23-VEH21

Customer: JEA Date of Quote: 10/18/2023

Specification: Base Price: Contract Options	60 <b>Region:</b> Central 2025 INTERNATIONAL HX s:	Quantity 1	<b>Unit Cost</b> \$ 128,500.00	<b>extended</b> \$128,500.00
1WRW	Front tow hooks	1	\$104.00	\$104.00
1AMS	Frame tie in crossmember	1	\$181.00	\$181.00
1SAR	5 piece rear crossmember	1	\$212.00	\$212.00
1WXM	Wheel base	1	\$978.00	\$978.00
2ARY	20.000 front axle	1	\$ 1,715.00	\$ 1,715.00
3AGA	20,000 front suspension	1	\$ 507.00	\$ 507.00
4AZY	ABS with stability and traction control	1	\$ 1,698.00	\$ 1,698.00
4722	DV2 drain valve	1	\$ 100.00	\$ 100.00
4WZJ	Air tank location	1	\$ 352.00	\$ 352.00
5PTB	Steering gear	1	\$ 811.00	\$ 811.00
6DGX	Drive line	1	\$ 506.00	\$ 506.00
7BLX	Vertical exhaust	1	\$ 2,392.00	\$ 2,392.00
8MMZ	2475 CCA batteries	1	\$ 454.00	\$ 454.00
8RPS	Bluetooth radio	1	\$ 338.00	\$ 338.00
8WGU	Aluminum battery box cover	1	\$ 452.00	\$ 452.00
9HCN	Chrome grill	1	\$ 230.00	\$ 230.00
12864	Block heater	1	\$ 109.00	\$ 109.00
12EWW	Cummins X15 450 HP engine	1	\$ 408.00	\$ 408.00
13BEK	Allison 4500 RDS transmission	1	\$ 18,724.00	\$ 18,724.00
13WHL	Oil cooler	1	\$ 1,188.00	\$ 1,188.00
13WVV	Nuetral at stop	1	\$ 508.00	\$ 508.00
14899	Air suspension control valve	1	\$ 114.00	\$ 114.00
14HRM	46,000 rear axle with driver controlled diff locks	1	\$ 3,931.00	\$ 3,931.00
14WBV	Rear shocks	1	\$ 615.00	\$ 615.00
16HGH	Transmission Temp guage	1	\$ 57.00	\$ 57.00
16SNS	Power mirrors	1	\$ 293.00	\$ 293.00
16SPA	Hood mirrors	1	\$ 149.00	\$ 149.00
27DBA	Aluminum front wheels	1	\$ 739.00	\$ 739.00
28DVN	Aluminum rear wheels	1	\$ 804.00	\$ 804.00
Safety	Safety kit	1	\$ 300.00	\$ 300.00
	NON Contract Options			\$ -
TANK	Oilman's 4500 stainless tank per spec	1	\$ 301,385.00	\$ 301,385.00
Local	Local additions per proposal # 9822-02	1	\$ 3,930.00	\$ 3,930.00
60AAG	Remote power module	1	\$ 553.00	\$ 553.00
40RBG	Towing warranty	1	\$ 560.00	\$ 560.00
Total:			\$ 473,897.00	\$473,897.00

**Total Purchase Order Amount:** 

\$473,897.00 Electric Replacement 211-E:

WHITE Cab Color: **Body Color:** TBD

\*\*included in base price

Prepared By:

Chuck Calhoun

Cumberland International Trucks LLC 2110 S Division Ave. Orlando FL 32805

Office - 407.849.6440 / fax - 407.295.9727 / email - ccalhoun@cltte.com

FY25 Ford Maverick Purchase Summary								
Budget	Number of Units	Price/Unit		Total				
Electric Replacement 211-E:	7	\$ 41,275.91	\$	288,931.37				
Electric Expansion 211-02E:	1	\$ 41,194.65	\$	41,194.65				
		Total	\$	330,126.02				

#### JEA MAVERICKS 2024



Specification #

Unit Description MAVERICK 4X4 W8B

#### Prepared for:

#### 12/6/2023

JEA MAVERICKS 2024 ATTN: MATTHEW LYNN 904.945.0688 LYNNMC@JEA.COM

#### Prepared by:

#### Garber Ford, Inc.

Todd Brandt (904) 264-2442 ext.2348 FAX: (904) 284-0054 3380 Hwy 17 Green Cove Springs, FL 32043 tbrandt@garberautomall.com

				SOUTHERN ZONE
W8B	2024 FORD MAVERICK 4X4, W8B			\$25,978.00
Codes	Optional Equipment	Unit Price		Net Price
W8J	UPGRADE TO XLT PACKAGE DUE TO ORDERING CONSTRAINTS	2,220	(\$44.40)	\$2,175.60
993	2.0L ECOBOOST ENGINE	0	\$0.00	\$0.00
445	AUTO TRANSMISSION	Ü	\$0.00	\$0.00
YZ	OXFORD WHITE	0	\$0.00	\$0.00
7B	CLOTH SEATS: BLUE	1150	(\$23.00)	\$1,127.00
54L	XLT LUXURY PACKAGE W/ HEATED MIRRORS/ ETC	2275	(\$45.50)	\$2,229.50
76B	REAR PARKING SENSORS	260	(\$5.20)	\$260.00
86B	FORD CO-PILOT 360	650	(\$13.00)	\$650.00
				\$0.00
	DEALER INSTALLED ITEMS:			\$0.00
	FUSE BLOCK/150AM BREAKER/ONE DC POWER OUTLET/ BACK UP ALARM	560		\$560.00
	DUO JUSTICE BAR AND CONTROLS	2945		\$2,945.00
	LINEX AND TINT DARK AS LEGAL	915		\$915.00
	FLOURESCENT GREEN SEAT BELTS/3 FOBS/2 STANDARD KEY ONLY	320		\$320.00
	INSTALL JEA GRAPHICS AND PROVIDED ITEMS AND KEY TABS	200		\$200.00
	FOUR CORNER TLI2F	745		\$745.00
	CAMLOCKER SINGLE LID ALUMINUM DEEP TOOL BOX	848		\$848.00
	DOT INSPECTION AND ROADSIDE HAZARD TRIANGLE WARNING KIT	125		\$125.00
	YELLOW CITY PLATES	116.55		\$116.55
	8HRS @\$125/HR EVT CERTIFIED LABOR	1000		\$1,000.00
	FLOOR PLAN	1000		\$1,000.00
		0		\$0.00
		0		\$0.00
	STANDARD	0		\$0.00
DEL	DELIVERY	0		\$0.00
				\$ 41,194.65

TOTAL

12/6/20234:55 PM 19a FY24 Ford Maverick Purchase



## Prepared for:

## Prepared by:

## 12/6/2023

JEA MAVERICKS 2024 ATTN: MATTHEW LYNN

904.945.0688

LYNNMC@JEA.COM

## Garber Ford, Inc.

Todd Brandt (904) 264-2442 ext.234 3380 Hwy 17 Green Co tbrandt@garberautomall.

# w8A 2024 FORD MAVERICK 4X2, W8A

Codes	Optional Equipment
W8H	UPGRADE TO XLT PACKAGE DUE TO ORDERING CONSTRAINTS
993	2.5L HYBRID ENGINE
445	AUTO TRANSMISSION
YZ	OXFORD WHITE
7B	CLOTH SEATS: BLUE
54L	XLT LUXURY PACKAGE W/ HEATED MIRRORS/ETC
76B	REAR PARKING SENSORS
86B	FORD CO-PILOT 360
	DEALER INSTALLED ITEMS:
	FUSE BLOCK/150AM BREAKER/ONE DC POWER OUTLET/ BACK UP ALARM
	DUO JUSTICE BAR AND CONTROLS
	LINEX AND TINT DARK AS LEGAL
	FLOURESCENT GREEN SEAT BELTS/3 FOBS/2 STANDARD KEY ONLY
	INSTALL JEA GRAPHICS AND PROVIDED ITEMS AND KEY TABS
	FOUR CORNER TLI2F
	CAMLOCKER SINGLE LID ALUMINUM DEEP TOOL BOX
	DOT INSPECTION AND ROADSIDE HAZARD TRIANGLE WARNING KIT
	YELLOW CITY PLATES
	8HRS @\$125/HR EVT CERTIFIED LABOR
	FLOOR PLAN

	STANDARD DELIVERY
DEL	DELIVERY

# **JEA MAVERICKS 2024**

Specification #		
Unit Description	MAVERICK 4X2	W8A

18 FAX: (904) 284-0054 ove Springs, FL 32043 com

		SOUTHERN ZONE
		\$23,965.00
		φ=0,5 55.05
Unit Price		Net Price
2,857	(\$57.14)	\$2,799.86
1500	(\$30.00)	\$1,470.00
	\$0.00	\$0.00
0	\$0.00	\$0.00
1150	(\$23.00)	\$1,127.00
2275	(\$45.50)	\$2,229.50
260	(\$5.20)	\$260.00
650	(\$13.00)	\$650.00
		\$0.00
		\$0.00
560		\$560.00
2945		\$2,945.00
915		\$915.00
320		\$320.00
200		\$200.00
745		\$745.00
848		\$848.00
125		\$125.00
116.55		\$116.55
1000		\$1,000.00
1000		\$1,000.00

		\$ 41,275.91
0		\$0.00
0		\$0.00
0		\$0.00
0		\$0.00
	_	

TOTAL

Commercial Water Meters Bid Summary								
Meter Size		Badger		Sensus	Split	Difference in Price		
1.5"	\$	671,748.00	\$	311,500.00	70/30	8.23%		
2"	\$	361,524.00	\$	808,725.00	30/70	4.23%		
3"	\$	505,680.00	\$	-	100/0	11.05%		
4"	\$	611,973.00	\$	-	100/0	18.64%		
6"	\$	969,030.00	\$	-	100/0	69.67%		
8"	\$	803,988.00	\$	-	100/0	96.96%		
10"	\$	-	\$	59,970.00	0/100	Sensus is only approved meter.		
Totals	\$	3,923,943.00	\$	1,180,195.00				
<b>Total Award</b>	\$	5,104,138.00			•			

### Last Price Paid Information

Meter Size	3 Year Forecast	1 :	ast Price Paid	Business Unit
Weter Size	3 Teal Torecast	L	ast rrice raid	Estimate
1.5"	2076	\$	732.01	\$ 1,519,652.76
2"	1878	\$	865.97	\$ 1,626,291.66
3"	294	\$	1,607.79	\$ 472,690.26
4"	291	\$	2,652.72	\$ 771,941.52
6"	291	\$	5,168.73	\$ 1,504,100.43
8"	207	\$	6,027.66	\$ 1,247,725.62
10"	6	\$	7,801.22	\$ 46,807.32

Total \$ 7,189,209.57

## Commercial

Item Description
1.5 Inch Meters
**TESTING REQUIRED** METER, WATER 1.5" - OMNI T2, TURBO LAY
LENGTH, 1 GALLON 8 WHEEL TOTAL, S/N=REG ID.
**TESTING REQUIRED** METER, WATER 1.5" - OMNI R2, TURBO LAY LENGTH, 1 GALLON 8 WHEEL TOTAL, S/N=REG ID.
**TEST REQD** METER, WATER 1-1/2" - DISC, M120 1-1/2"-ELL DR W/TP, 430SS, SS, (TS-135, SN PER PO & PBB, HR-E, 4CXN2 ORION, PL LID/SHRD-GRY, TRX SCRW, SIDEWALK READ, 8D-1 GAL, SN PER PO (SB) IN/PER PO OUT, TT-5', BMI STD, 1 PACK.
**TEST REQUIRED** METER, WATER 1.5, E-SERIES SS, 1-1/2" EL(13)), ENC, 4CXN2 ORION, 9D-0.1 GAL, SN YR 9D & PBB, TT-5',BMI STD.
2 Inch Meters
**TESTING REQUIRED** METER, WATER 2" - OMNI T2, TURBO LAY
LENGTH, 1 GALLON 8 WHEEL TOTAL, S/N=REG ID
**TESTING REQUIRED** METER, WATER 2" - OMNI R2, TURBO LAY
LENGTH, 1 GALLON 8 WHEEL TOTAL, S/N=REG ID
**TEST REQD** METER, WATER 2" - DISC, M170 2"-ELL DR W/TP, 430SS, SS, (TS-135, SN PER PO & PBB, HR-E, 4CXN2 ORION, PL LID/SHRD- GRY, TRX SCRW, SIDEWALK READ, 8D-1 GAL, SN PER PO (SB) IN/PER PO OUT, TT-5', BMI STD, 1 PACK.
**TEST REQUIRED** METER, WATER 2", E-SERIES SS, 2" EL(17), ENC, 4CXN2 ORION, 9D-0.1 GAL, SN YR 9D & PBB, TT-5'.BMI STD. **TESTING REQUIRED** METER, WATER 2" - OMNI T2, 10" LAY
LENGTH, 1 GALLON 8 WHEEL TOTAL, S/N=REG ID
**TESTING REQUIRED** METER, WATER 2" - OMNI R2, 10" LAY
LENGTH, 1 GALLON 8 WHEEL TOTAL, S/N=REG ID
3 Inch Meters
METER, COMPOUND 3" - OMNI C2, COMPOUND LAY LENGTH, TEST RISER WITH BALL VALVE ONLY, 1 GALLON 8 WHEEL TOTAL, S/N=REG ID
METER, WATER 3", E-SERIES BRZ, 3" RND(17), TP PRSR, ENC, 4CXN2 ORION, 9D-0.1 GAL, SN YR 9D & PBB, TT-10'. BMI STD.
4 Inch Meters
METER, COMPOUND 4" - OMNI C2 COMPOUND LAY LENGTH, TEST RISER WITH BALL VALVE ONLY, 10 GALLON 8 WHEEL TOTAL, S/N=REG ID
METER, WATER 4", E-SERIES BRZ, 4" RND(20), TP PRSR, ENC, 4CXN2 ORION, 9D-0.1 GAL, SN YR 9D & PBB, TT-10'. BMI STD.
METER, FIRE SERVICE 4" - OMNI F2, COMPACT FIRE LINE LAY LENGTH,
TEST RISER WITH BALL VALVE ONLY, 10 GALLON 8 WHEEL TOTAL, S/N=REG ID
METER, WATER 4" - OMNI T2, TURBO LAY LENGTH, 1 GALLON 8 WHEEL TOTAL, S/N=REG ID

	6 Inch Meters
MTEAA114	
	METER, WATER 6", E-SERIES BRZ, 6" X 24" RND PRSR, ENC,
	4CXN2 ORION, 9D-1 GAL, SN YR 9D & PBB, TT-10'. BMI STD.
MTEAA115	METER, COMPOUND 6" - OMNI C2, COMPOUND LAY LENGTH, TEST
	RISER WITH BALL VALVE ONLY, 10 GALLON 8 WHEEL TOTAL, S/N=REG
	ID
MTEAA160	METER, FIRE SERVICE, 6" - OMNI F2, COMPACT FIRE LINE LAY LENGTH,
	TEST RISER WITH BALL VALVE ONLY, 10 GALLON 8 WHEEL TOTAL,
	S/N=REG ID
	8 Inch Meters
MTEAA116	
	METER, WATER 8", E-SERIES BRZ, 8" X 20" RND TP PRSR, ENC,
	4CXN2 ORION, 9D-1 GAL, SN YR 9D & PBB, TT-10'. BMI STD.
MTEAA170	METER, FIRE SERVICE 8" - OMNI F2, COMPACT FIRE LINE LAY LENGTH,
	TEST RISER WITH BALL VALVE ONLY, 10 GALLON 8 WHEEL TOTAL,
	S/N=REG ID
MTEAA175	
	METER, TURBINE 8" - OMNI T2, TURBO LAY LENGTH, TEST RISER WITH
	BALL VALVE ONLY, 10 GALLON 8 WHL TOTAL, S/N=REG ID
	10 Inch Meters
MTEAA120	METER, FIRE SERVICE, 10" - OMNI F2, COMPACT FIRE LINE LAY LENGTH,
	TEST RISER WITH BALL VALVE ONLY, 10 GALLON 8 WHEEL TOTAL,
	S/N=REG ID
MTEAA180	METER, TURBINE 10" - OMNI T2, TURBO LAY LENGTH, TEST
	RISER WITH BALL VALVE ONLY, 10 GALLON 8 WHL TOTAL,
	S/N=REG ID

# | Water Meters Bid Analysis

Mfg. Name & Mfg. Part Number	Quoted Mfg. & Part Number	иом	Estimated Three (3) Year Usage
SENSUS TECHNOLOGIES T1X1XX2GXA0XXND	SENSUS TECHNOLOGIES T1X1XX2GXA0XXND	EA	2076
SENSUS TECHNOLOGIES R1X1XX2GXA0XXND	SENSUS TECHNOLOGIES R1X1XX2GXA0XXND	EA	2076
BADGER METER 109-9001		EA	2076
BADGER METER 100-3346		EA	2076
SENSUS TECHNOLOGIES T2X1XX2GXA0XXND	SENSUS TECHNOLOGIES T2X1XX2GXA0XXND	EA	1878
SENSUS TECHNOLOGIES R2X1XX2GXA0XXND	SENSUS TECHNOLOGIES R2X1XX2GXA0XXND	EA	1878
BADGER METER 109-9005		EA	1878
BADGER METER 100-3091		EA	1878
SENSUS TECHNOLOGIES T251XX2GXA0XXND	SENSUS TECHNOLOGIES T251XX2GXA0XXND	EA	1878
SENSUS TECHNOLOGIES R251XX2GXA0XXND	SENSUS TECHNOLOGIES R251XX2GXA0X	EA	1878
SENSUS TECHNOLOGIES C3X3TX2GXA0XXND	SENSUS TECHNOLOGIES C3X3TX2GXA0XXND	EA	294
BADGER METER 103-3278		EA	294
SENSUS TECHNOLOGIES C4X3TX2GXR0XXND	SENSUS TECHNOLOGIES C4X3TX2GXR0XXND	EA	291
	SELECTION OF SELEC	EA	291
BADGER METER 103-3353			
SENSUS TECHNOLOGIES F4XCTX2GXR0XXND	SENSUS TECHNOLOGIES F4XCTX2GXR0XXND	EA	291
SENSUS TECHNOLOGIES T4X1TX2GXR0XXND	SENSUS TECHNOLOGIES T4X1TX2GXR0XXND	EA	291

BADGER METER 106-2187		EA	291
SENSUS TECHNOLOGIES C6X3TX2GXR0XXND	SENSUS TECHNOLOGIES C6X3TX2GXR0XXND	EA	291
SENSUS TECHNOLOGIES F6XCTX2GXR0XXND	SENSUS TECHNOLOGIES F6XCTX2GXR0XXND	EA	291
BADGER METER 106-2188		EA	207
SENSUS TECHNOLOGIES F8XCTX2GXR0XXND	SENSUS TECHNOLOGIES F8XCTX2GXR0XXND	EA	207
SENSUS TECHNOLOGIES T8X1TX2GXR0XXND	SENSUS TECHNOLOGIES T8X1TX2GXR0XXND	EA	207
SENSUS TECHNOLOGIES FAXCTX2GXR0XXND	SENSUS TECHNOLOGIES FAXCTX2GXR0XXND	EA	6
SENSUS TECHNOLOGIES TAX1TX2GXR0XXND	SENSUS TECHNOLOGIES TAX1TX2GXR0X	EA	6

			tal Three(3) Year oposed Bid Price				Bager Quantity
Q	uoted Unit Price		Three (3) Year oposed Bid Price	Lead Time: In Calendar Days After Receipt of Order	Contractual Minimum Order Quantities	% diference between lowest bid and other vendors	
\$	790.00	\$	1,640,040.00	182	1		
\$	500.00	\$	1,038,000.00	182	1	8.225%	
\$	462.00	\$	959,112.00	40 Days ARO			1454
\$	515.00	\$	1,069,140.00	160 Days ARO			
\$	920.00	\$	1,727,760.00	182	1		
\$	695.00	\$	1,305,210.00				
\$	641.00	\$	1,203,798.00	40 Days ARO		4.228%	564
\$	680.00	\$	1,277,040.00	160 Days ARO			
\$	805.00	\$	1,511,790.00	182	1		
\$	615.00	\$	1,154,970.00	182	1		
\$	1,910.00	\$	561,540.00	182	1	11.05%	
7	2,5 20.00	Ť	302,010.00		-	12.007	
\$	1,720.00	\$	505,680.00	110 Days ARO			294
\$	3,150.00	\$	916,650.00	182	1		
\$	2,103.00	\$	611,973.00	110 Days ARO			291
\$	7,225.00	\$	2,102,475.00	182	1		
\$	2,495.00	\$	726,045.00	182	1	18.640%	

\$	3,330.00	\$ 969,030.00	110 Days ARO		291
\$	5,650.00	\$ 1,644,150.00	182	1	69.670%
\$	9,500.00	\$ 2,764,500.00	182	1	
\$	3,884.00	\$ 803,988.00	110 Days ARO		207
\$	14,900.00	\$ 3,084,300.00	182	1	
		· ·			
\$	7,650.00	\$ 1,583,550.00	182	1	96.962%
·	,,,,,,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			
					No badger 10
\$	20,650.00	\$ 123,900.00	182	1	inch meter
\$	9,995.00	\$ 59,970.00	182	1	

Totals

623 \$ 311,500.00

\$ 671,748.00

\$ 361,524.00

1315 \$ 808,725.00

\$ 505,680.00

\$ 611,973.00

\$ 969,030.00

\$ 803,988.00

6 \$ 59,970.00

\$ 3,923,943.00 \$ 1,180,195.00

#### **Inventory Phase 1 Template**

Warehouse	JEA Item ID	Item Description	UOM
CSC Stores	MTEAA100	METER, COMPOUND 3" - OMNI C2, COMPOUND LAY LENGTH, TEST RISER WITH BALL VALVE ONLY, 1 GALLON 8 WHEEL TOTAL, S/N=REG ID	EA
CSC Stores	MTEAA110	METER, COMPOUND 4" - OMNI C2 COMPOUND LAY LENGTH, TEST RISER WITH BALL VALVE ONLY, 10 GALLON 8 WHEEL TOTAL, S/N=REG ID	EA
CSC Stores	MTEAA115	METER, COMPOUND 6" - OMNI C2, COMPOUND LAY LENGTH, TEST RISER WITH BALL VALVE ONLY, 10 GALLON 8 WHEEL TOTAL, S/N=REG ID	EA
CSC Stores	MTEAA120	METER, FIRE SERVICE, 10" - OMNI F2, COMPACT FIRE LINE LAY LENGTH, TEST RISER WITH BALL VALVE ONLY, 10 GALLON 8 WHEEL TOTAL, S/N=REG ID	EA
CSC Stores	MTEAA150	METER, FIRE SERVICE 4" - OMNI F2, COMPACT FIRE LINE LAY LENGTH, TEST RISER WITH BALL VALVE ONLY, 10 GALLON 8 WHEEL TOTAL, S/N=REG ID	EA
CSC Stores	MTEAA160	METER, FIRE SERVICE, 6" - OMNI F2, COMPACT FIRE LINE LAY LENGTH, TEST RISER WITH BALL VALVE ONLY, 10 GALLON 8 WHEEL TOTAL, S/N=REG ID	EA
CSC Stores	MTEAA170	METER, FIRE SERVICE 8" - OMNI F2, COMPACT FIRE LINE LAY LENGTH, TEST RISER WITH BALL VALVE ONLY, 10 GALLON 8 WHEEL TOTAL, S/N=REG ID	EA
CSC Stores	MTEAA175	METER, TURBINE 8" - OMNI T2, TURBO LAY LENGTH, TEST RISER WITH BALL VALVE ONLY, 10 GALLON 8 WHL TOTAL, S/N=REG ID	EA
CSC Stores	MTEAA180	METER, TURBINE 10" - OMNI T2, TURBO LAY LENGTH, TEST RISER WITH BALL VALVE ONLY, 10 GALLON 8 WHL TOTAL, S/N=REG ID	EA
CSC Stores	MTEAA192	**TESTING REQUIRED** METER, WATER 1.5" - OMNI T2, TURBO LAY LENGTH, 1 GALLON 8 WHEEL TOTAL, S/N=REG ID.	EA
CSC Stores	MTEAA194	**TESTING REQUIRED** METER, WATER 2" - OMNI T2, TURBO LAY LENGTH, 1 GALLON 8 WHEEL TOTAL, S/N=REG ID	EA
CSC Stores	MTEAA208	**TESTING REQUIRED** METER, WATER 2" - OMNI T2, 10" LAY LENGTH, 1 GALLON 8 WHEEL TOTAL, S/N=REG ID	EA
CSC Stores	MTEAA250	METER, WATER 4" - OMNI T2, TURBO LAY LENGTH, 1 GALLON 8 WHEEL TOTAL, S/N=REG ID	EA
CSC Stores	NEW ITEM ID REQ	**TESTING REQUIRED** METER, WATER 1.5" - OMNI R2, TURBO LAY LENGTH, 1 GALLON 8 WHEEL TOTAL, S/N=REG ID.	EA
CSC Stores	NEW ITEM ID REQ	**TESTING REQUIRED** METER, WATER 2" - OMNI R2, TURBO LAY LENGTH, 1 GALLON 8 WHEEL TOTAL, S/N=REG ID	EA
CSC Stores	NEW ITEM ID REQ	**TESTING REQUIRED** METER, WATER 2" - OMNI R2, 10" LAY LENGTH, 1 GALLON 8 WHEEL TOTAL, S/N=REG ID	EA

Mfg Name	Mfg Part Number	Mfg Part Status
SENSUS TECHNOLOGIES	C3X3TX2GXA0XXND	SENSUS TECHNOLOGIES C3X3TX2GXA0XXND
SENSUS TECHNOLOGIES	C4X3TX2GXR0XXND	SENSUS TECHNOLOGIES C4X3TX2GXR0XXND
SENSUS TECHNOLOGIES	C6X3TX2GXR0XXND	SENSUS TECHNOLOGIES C6X3TX2GXR0XXND
SENSUS TECHNOLOGIES	FAXCTX2GXR0XXND	SENSUS TECHNOLOGIES FAXCTX2GXR0XXND
SENSUS TECHNOLOGIES	F4XCTX2GXR0XXND	SENSUS TECHNOLOGIES F4XCTX2GXR0XXND
SENSUS TECHNOLOGIES	F6XCTX2GXR0XXND	SENSUS TECHNOLOGIES F6XCTX2GXR0XXND
SENSUS TECHNOLOGIES	F8XCTX2GXR0XXND	SENSUS TECHNOLOGIES F8XCTX2GXR0XXND
SENSUS TECHNOLOGIES	T8X1TX2GXR0XXND	SENSUS TECHNOLOGIES T8X1TX2GXR0XXND
SENSUS TECHNOLOGIES	TAX1TX2GXR0XXND	SENSUS TECHNOLOGIES TAX1TX2GXR0XXND
SENSUS TECHNOLOGIES	T1X1XX2GXA0XXND	SENSUS TECHNOLOGIES T1X1XX2GXA0XXND
SENSUS TECHNOLOGIES	T2X1XX2GXA0XXND	SENSUS TECHNOLOGIES T2X1XX2GXA0XXND
SENSUS TECHNOLOGIES	T251XX2GXA0XXND	SENSUS TECHNOLOGIES T251XX2GXA0XXND
SENSUS TECHNOLOGIES	T4X1TX2GXR0XXND	SENSUS TECHNOLOGIES T4X1TX2GXR0XXND
SENSUS TECHNOLOGIES	R1X1XX2GXA0XXND	SENSUS TECHNOLOGIES R1X1XX2GXA0XXND
SENSUS TECHNOLOGIES	R2X1XX2GXA0XXND	SENSUS TECHNOLOGIES R2X1XX2GXA0XXND
SENSUS TECHNOLOGIES	R251XX2GXA0XXND	SENSUS TECHNOLOGIES R251XX2GXA0XXND

METER, COMPOUND 3" - OMNI C2, COMPOUND LAY LENGTH, TEST RISER WITH BALL VALVE ONLY, 1 GALLON PULSE, 1 GALLON 8 WHEEL TOTAL,	
S/N=REG ID	FALSE
METER, COMPOUND 4" - OMNI C2 COMPOUND LAY LENGTH, TEST RISER WITH BALL VALVE ONLY, 10 GALLON PULSE, 10 GALLON 8 WHEET TOTAL,	
S/N=REG ID	FALSE
METER, COMPOUND 6" - OMNI C2, COMPOUND LAY LENGTH, TEST RISER	
WITH BALL VALVE ONLY, 10 GALLON PULSE, 10 GALLON 8 WHEEL TOTAL, S/N=REG ID	FALSE
METER, FIRE SERVICE, 10" - OMNI F2, COMPACT FIRE LINE LAY LENGTH, TEST	
RISER WITH BALL VALVE ONLY, 10 GALLON PULSE, 10 GALLON 8 WHEEL TOTAL, S/N=REG ID	FALSE
METER, FIRE SERVICE 4" - OMNI F2, COMPACT FIRE LINE LAY LENGTH, TEST	171232
RISER WITH BALL VALVE ONLY, 10 GALLON PULSE, 10 GALLON 8 WHEEL	FALSE
TOTAL, S/N=REG ID METER, FIRE SERVICE, 6" - OMNI F2, COMPACT FIRE LINE LAY LENGTH, TEST	IALSL
RISER WITH BALL VALVE ONLY, 10 GALLON PULSE, 10 GALLON 8 WHEEL	FALSE
TOTAL, S/N=REG ID  METER, FIRE SERVICE 8" - OMNI F2, COMPACT FIRE LINE LAY LENGTH, TEST	FALSE
RISER WITH BALL VALVE ONLY, 10 GALLON PULSE, 10 GALLON 8 WHEEL	54165
TOTAL, S/N=REG ID	FALSE
METER, TURBINE 8" - OMNI T2, TURBO LAY LENGTH, TEST RISER WITH BALL	
VALVE ONLY, 10 GALLON PULSE, 10 GALLON 8 WHL TOTAL, S/N=REG ID	FALSE
METER, TURBINE 10" - OMNI T2, TURBO LAY LENGTH, TEST RISER WITH BALL	
VALVE ONLY, 10 GALLON PULSE, 10 GALLON 8 WHL TOTAL, S/N=REG ID  **TESTING REQUIRED** METER, WATER 1.5" - OMNI T2, TURBO LAY LENGTH,	FALSE
1 GALLON PULSE, 1 GALLON 8 WHEEL TOTAL, S/N=REG ID.	FALSE
**TESTING REQUIRED** METER, WATER 2" - OMNI T2, TURBO LAY LENGTH, 1 GALLON PULSE, 1 GALLON 8 WHEEL TOTAL, S/N=REG ID	FALSE
**TESTING REQUIRED** METER, WATER 2" - OMNI T2, 10" LAY LENGTH, 1	
GALLON PULSE, 1 GALLON 8 WHEEL TOTAL, S/N=REG ID METER, WATER 4" - OMNI T2, TURBO LAY LENGTH, 1 GALLON PULSE, 1	FALSE
GALLON 8 WHEEL TOTAL, S/N=REG ID	FALSE
**TESTING REQUIRED** METER, WATER 1.5" - OMNI R2, TURBO LAY LENGTH, 1 GALLON PULSE, 1 GALLON 8 WHEEL TOTAL, S/N=REG ID.	FALSE
**TESTING REQUIRED** METER, WATER 2" - OMNI R2, TURBO LAY LENGTH, 1	TALSE
GALLON PULSE, 1 GALLON 8 WHEEL TOTAL, S/N=REG ID  **TESTING REQUIRED** METER, WATER 2" - OMNI R2, 10" LAY LENGTH, 1	FALSE
GALLON PULSE, 1 GALLON 8 WHEEL TOTAL, S/N=REG ID	FALSE