

Welcome to the

Awards Meeting

April 30 2026, 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 JEA.com, 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 **Aileen Cruz-Ruben** by telephone at **(904)776-1911** or by email at **cruza@jea.com** if you experience any technical difficulties during the meeting.

JEA Awards Agenda
April 30, 2026
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**. Please refer to JEA's Procurement Code, if you wish to protest any of these items.

Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	Business Unit Estimate	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 04/23/2026 Meeting	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	Contract Increase	1411960247 (RFP) JEA NGS N00 Material Handling Heavy Equipment Purchase	Erixon	Ring Power Corporation	Capital	\$2,110,208.00	\$2,110,208.00	\$2,048,759.00	\$4,158,967.00	N/A	One-Time Purchase Start: 05/01/2026 End: 12/31/2026	N
<p>Originally Awarded: 05/29/2025 For additional information contact: Jason Behr</p> <p>This award request seeks a contract increase to procure the remaining heavy equipment originally included in the solicitation. The initial solicitation covered eight (8) pieces of equipment, consisting of four (4) large front end wheel loaders, one (1) bulldozer, one (1) track excavator, and two (2) small front end wheel loaders to replace aging equipment. This is equipment is used for material handling at Northside Generating Station (NGS).</p> <p>Due to budget constraints at the time of award, only a portion of this equipment was purchased, specifically two (2) large front end wheel loaders, one (1) small front end wheel loader, and one (1) track excavator.</p> <p>This request will increase the contract to acquire the remaining equipment, including one (1) bulldozer, two (2) large front end wheel loaders, and one (1) small front end wheel loader. Ringpower has agreed to honor the original pricing established in the solicitation.</p>												
3	Rescindment	#1412062446 Consulting Services for Contract(s) Auditing and Negotiation	Phillips	4Liberty, Inc.	0	\$0.00	\$0.00	\$0.00	\$0.00	0	Two Years w/ Two additional One (1) year renewals	N
<p>Originally bid and approved by the Awards Committee on 03/26/2026 to 4Liberty, Inc (4L) . and Accenture, Inc (ACC).</p> <p>JEA is requesting to rescind the award from 4Liberty, Inc (4L) because 4L formally withdrew its Response on 04/17/2026. After awards committee approval on 3/26/2026, 4Liberty determined during contract negotiations that JEA's specifications for payment using a percentage of savings model did not line up well enough with their usual Time and Materials cost based approach. The original award to Accenture, Inc (ACC) will remain.</p> <p>In response to (4L)'s withdrawal, JEA re-negotiated the transfer of the previously (4L) awarded scope from (4L) to (ACC) for additional value. As additional value in exchange for the transfer of award from (4L) to (ACC), JEA shall receive an additional five percent (5%) lower percentage of savings cost if the total accrued savings exceeds \$30MM throughout the duration of the Term of Agreement. If the total accrued savings exceeds \$50MM throughout the duration of the Term of Agreement, then JEA shall receive an additional ten percent (10%) lower percentage of savings cost. JEA is comfortable proceeding with Accenture, Inc (ACC) handling the full scope of work.</p>												

Consent Agenda Action

Committee Members in Attendance	Names	_____
Motion by:	_____	
Second By:	_____	
Committee Decision	_____	

Regular Agenda

Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Award Amount	Business Unit Estimate	Original Award Amount	New Not-to-Exceed	Amendments	Term	JSEB Participation (Y/N) If Y, then list company name(s) (% , \$ - awarded)	Action
1	Single Source	Cedar Bay - South Primary Clarifier Rehabilitation	Zammataro	Walker Process Equipment Division of McNish Corporation	\$839,500.00	\$910,000.00	N/A	\$839,500.00	N/A	One Time Purchase	N	Motion by: _____ Second by: _____ Committee Decision: _____
<p>For additional information contact: David King</p> <p>The scope of work for this single source request is to provide effluent troughs, skimmer, and scum box for the south primary clarifier at the Cedar Bay WRF. Installation will occur after delivery of this equipment by a separate contractor. Walker Process Equipment is the original manufacturer of the south primary clarifier at the Cedar Bay WRF. Since the ongoing project does not include a full rehabilitation of the clarifier, the replacement components must be compatible with the remaining components of the clarifier. Walker Process Equipment is the only supplier that can provide the replacement parts. Recent failures of the weirs and scum baffle have caused the clarifier to be removed from service which affects the treatment process. This project will correct the identified issues without replacing the entire clarifier.</p> <p>The proposed price for the clarifier equipment is deemed reasonable compared to previous equipment purchases. The terms and conditions for the purchase will be negotiated prior to the initial order.</p> <p>DISCUSSION/ACTION: DISCUSSION/ACTION PARTICIPANTS:</p>												

Consent and Regular Agenda Signatures

Budget	Name/Title	_____
Awards Chairman	Name/Title	_____
Procurement	Name/Title	_____
Legal	Name/Title	_____

**JEA Awards Agenda
April 23, 2026
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**. Please refer to JEA's Procurement Code, if you wish to protest any of these items.

Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	Business Unit Estimate	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 04/16/2026 Meeting	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	Contract Renewal/Contract Increase	1410534046-22 - JEA Fleet Services Medium Duty Vehicle Maintenance and Repair Services	Phillips	Duval Ford	O & M	\$1,543,661.69	\$1,543,661.69	\$3,220,306.80	\$7,922,176.03	05/30/2024 - \$1,771,772.21 05/08/2025 - \$1,386,435.33	Three (3) Year w/Two (2) - 1 Yr. Renewals Start Date: 05/01/2022 End Date: 04/30/2026 One (1) Renewal Remaining	N
	<p>Originally Awarded: 04/01/2022 For additional information contact: Danielle Crawford</p> <p>This contract increase request is for maintenance and repair services for JEA's Medium Duty Vehicle Fleet. The services performed under this scope is at a minimum, preventative maintenance, corrective maintenance, yard checks, and road calls to support JEA operations.</p> <p>This Award requests a one (1) year renewal and contract increase for JEA Fleet Services Medium Duty Vehicle Maintenance and Repair Services in the amount of \$1,543,661.69 resulting in a new NTE total \$7,922,176.03. The contract increase is based on the average expenses incurred to date and the projected spending through the renewal term ending April 30, 2027. Renewal rates have increased by 2.04% compared to the current rates. This rate percentage is within the allowable Consumer Price Index (CPI) amount. This is the second rate adjustment requested, as the contract permits annual increases based on the CPI. The current rate increase has been evaluated and considered reasonable.</p>											
3	Contract Increase/Renewal	1410866446 JEA Electric Plant Valve Repair Services & Materials	Erixton	Floworks USA LP dba Severe Service Specialists Control Southern Inc	Capital, O&M	\$696,375.00	\$696,375.00 \$0.00	Floworks USA LP dba Severe Services Specialists \$490,000.00 Control Southern Inc \$210,000.00	Floworks USA LP dba Severe Services Specialists \$2,757,775.00 Control Southern, Inc. \$1,144,000.00 (No Change)	Floworks USA LP dba Severe Services Specialists 10/06/23 - \$49,000 10/12/2023 - \$1,335,000.00 12/17/2025 - \$187,400.00 Control Southern Inc 03/21/2024 - \$913,000.00	Three (3) Year w/Two (2) - 1 Yr. Renewals Start Date: 11/01/2022 End Date: 10/31/2027 No Renewals Remaining	N
	<p>Originally Awarded: 10/20/2022 For additional information: Jason Behr</p> <p>This award request seeks approval for a contract increase to Floworks USA LP dba Severe Services Specialists (Floworks) and authorization to execute the final one-year renewal for both Floworks and Control Southern, Inc. These contracts cover the repair of all manually operated, motor-operated, and air-operated valves located at JEA's electric plant facilities. Floworks serves as the primary supplier, having been the lowest bidder during the solicitation process, while Control Southern serves as the secondary supplier.</p> <p>At the time of the original award, both contracts were funded only to the available budgetary amounts, which has necessitated multiple increases throughout the contract term. In addition, there has been a modest increase in service volume, contributing to the need for additional funding. There have been no rate increases beyond the allowable CPI adjustments specified in the contracts.</p> <p>This requested increase is expected to provide sufficient funding through the remainder of the current fiscal year as well as the final renewal term. At this time, only Floworks requires a contract increase, as Control Southern maintains a sufficient remaining balance to fulfill its obligations through the end of the contract term.</p>											
4	Contract Increase	One (1) - 230 kV Delta / 27 kV 50 MVA Transformer for Nocatee	Erixton	Prolec-GE Waukesha, Inc.	Capital	\$137,186.00	\$137,186.00	\$1,178,233.00	\$1,315,419.00	N/A	Project Completion Start Date: 09/01/2022 End Date: 03/27/2026	N
	<p>Originally Awarded: 08/25/2022 For additional information: Jason Behr</p> <p>This award request is for an increase to the contract value in the amount of \$137,186.00 to accommodate price escalation. At the time of the original award, it was noted that this transformer would be subject to price adjustments through the release to manufacture. The transformer has been delivered and passed acceptance tests. This increase is for the final invoice.</p> <p>The contract provides for the design, fabrication, and delivery of one (1) 230 kV-26 kV transformer for the Nocatee T2 Substation. The scope of services includes, but is not limited to, equipment design and engineering, materials procurement, fabrication, preparation of drawings, and delivery, including offloading and setting the transformer on the pad.</p>											
5	Cooperative Purchase Agreement (OMNIA)	Chiller Replacement - Main Street Water Treatment Plant / Springfield Lab	Phillips	TRANE	Capital and O&M	\$783,352.00	\$783,352.00	N/A	\$783,352.00	N/A	Project Completion	N
	<p>For additional information contact: Eddie Bayouth</p> <p>This award request is for the purchase and associated turnkey installation, and ten (10) year service plan for the replacement of the JEA Main Street Water Treatment Plant (Springfield Lab) Chiller.</p> <p>The proposed Trane Ascend ACR330 is a direct replacement for the existing Trane unit currently installed at the facility. The replacement unit matches the existing equipment configuration, eliminating the need for chilled water piping modifications. This significantly reduces installation complexity, minimizes system downtime, and ensures continuity of cooling operations throughout the transition.</p> <p>The replacement chiller is fully compatible with JEA's existing building automation system. Selecting an alternative manufacturer would require controls redesign, integration engineering, and potential hardware upgrades — introducing unnecessary cost, risk, and project schedule delay. The Trane unit allows for a seamless transition with no additional programming or hardware modifications.</p> <p>JEA is utilizing the Cooperative Purchasing agreement between Trane and OMNIA (Contract #3341). This contract offers discounted pricing for both the chiller and installation, as well as the service agreement for the first year. By utilizing the Omnia Cooperative Purchasing agreement, JEA is realizing savings of \$34,258. Because of the competitive solicitation methods used by OMNIA, the discounted pricing of \$ 783,352.00 is considered reasonable.</p>											
6	Contract Increase	JEA Routine Hydrant Maintenance	Vu	DMD Consultants, Inc.	O&M	\$1,187,530.87	\$1,187,530.87	\$900,000.00	\$3,418,214.62	03/07/2023 - \$90,000.00 04/06/2023 - \$467,500.00 03/26/2024 - \$145,750.00 01/16/2025 - \$397,360.62 11/12/2025 - \$200,000.00 03/24/2026 - \$30,073.13	Five (5) Years w/Two (2) - One (1) Yr. Renewals No Renewals Remaining Start Date: 06/11/2020 End Date: 06/10/2027	N
	<p>Last Awarded: 01/16/2025 For additional information contact: Darriel Brown</p> <p>This award is to provide additional funding to continue utilizing DMD Consultants for the servicing of JEA owned hydrants throughout the JEA service territory. At contract start, there were over 25,000 JEA maintained hydrants and with system growth and additional recorded assets, there are now nearly 30,000 JEA-maintained hydrants, requiring 6,000 services per year to maintain our preventative maintenance schedule.</p> <p>This increase also accounts for the addition of line items added for hydrant flow testing and maintenance and the increase is projected to cover funding needs through the contract term.</p>											

Consent Agenda Action

Committee Members in Attendance	Names	Juli Crawford, Jordan Pope, Ricky Erixton
Motion by:	Jordan Pope	
Second By:	Ricky Erixton	
Committee Decision	Approved	

Regular Agenda

Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Award Amount	Business Unit Estimate	Original Award Amount	New Not-to-Exceed	Amendments	Term	JSEB Participation (Y/N) If Y, then list company name(s) (% , \$ - awarded)	Action
1	Single Source	Shinmaywa Pumps - JEA Standard	Vu	Power & Pumps Inc.	\$4,465,326.00	\$4,465,326.00	N/A	\$4,465,326.00	N/A	Three (3) Year w/Two (2) – 1 Yr. Renewals Start Date: 05/01/2026 End Date: 04/30/2029	N	Motion by: _____ Jordan Pope Second by: _____ Ricky Erixton Committee Decision: _____ Approved
For additional information contact: David King This award request is for a contract with Power & Pumps, Inc., the sole authorized distributor and service provider for ShinMaywa (America), Ltd., pumps in the Northeast Florida region. ShinMaywa pumps are an approved JEA standard and the pumps are currently used in over 400 locations including JEA lift stations and W/WW Treatment Facilities. This contract will formalize a 10% discount off list prices for new pumps. The contract will also improve administrative efficiency by eliminating the need for ongoing individual single source procurements. DISCUSSION/ACTION: What makes this a sole source? The pumps are JEA standard material that are used in our sewer collection system. Power and Pumps Inc. are the only distributor and service provider in our region for the pumps. DISCUSSION/ACTION PARTICIPANTS: Juli Crawford, Erin Ruddock												
2	Single Source	Ozonia Ultraviolet (UV) Disinfection System	Vu	Veolia Water Technologies Treatment Solutions USA Inc.	\$2,356,118.20	\$2,356,118.20	N/A	\$2,356,118.20	N/A	Five (5) Year w/Two (2) – 1 Yr. Renewals Start Date: 07/02/2026 End Date: 07/01/2031	N	Motion by: _____ Ricky Erixton Second by: _____ Jordan Pope Committee Decision: _____ Approved
For additional information contact: Darriel Brown This award request is for a contract with Veolia Water Technologies Treatment Solutions USA Inc., the original equipment manufacturer (OEM) of the Ozonia Ultraviolet (UV) Disinfection System installed at various JEA's Wastewater Treatment and Reuse Facilities. These systems are essential for the disinfection process, supporting regulatory compliance and reliable treatment operations. Proactive maintenance services and OEM replacement parts are needed to ensure continued proper operation, efficiency, and longevity of the UV disinfection equipment. The parts covered under this award include complete UV lamps, quartz jackets, lamp support assemblies, high-temperature O-rings, motor and gear assemblies, torque-limiting couplings, shaft seals, wiring harnesses, control cards, and power control center components, all specifically designed for the Ozonia UV 3X and HiCAP systems installed at JEA facilities. Utilizing OEM parts guarantees compatibility, technical expertise, and maintenance of system performance, minimizing the risk of operational disruptions or unplanned outages. The new contract reflects a 6% price increase on equipment and supplies compared to the current agreement. DISCUSSION/ACTION: Why is this award a single source? Veolia Water Technologies Treatment Solutions USA Inc. is the original Equipment manufacturer that we use at our water treatment facilities. They are also the only distributor of the replacement parts and UV bulbs. DISCUSSION/ACTION PARTICIPANTS: Juli Crawford and Erin Ruddock												

Consent and Regular Agenda Signatures

Budget	Name/Title	<u>Stephanie M. Nealy</u>
Awards Chairman	Name/Title	<u>Juli Crawford</u>
Procurement	Name/Title	<u>JRM/colth</u>
Legal	Name/Title	<u>Mark H. Hester</u>

Award #2 4/30/2026 Supporting Documents

1411960247 (RFP) JEA NGS N00 Material Handling Heavy Equipment Purchase Appendix B - Response Forms

Submit the Response an electronic pdf in accordance with the procedures in the solicitation

Company Name: Ring Power Corporation

Company's Address: 500 World Commerce Parkway St Augustine Fl 32092

License Number: 0249380

Phone Number: 904-737-7730 FAX No: _____ Email Address: jay.lusk@ringpower.com

<p><u>BID SECURITY REQUIREMENTS</u></p> <p><input checked="" type="checkbox"/> None required <input type="checkbox"/> Certified Check or Bond Five Percent (5%)</p>	<p><u>TERM OF CONTRACT</u></p> <p><input checked="" type="checkbox"/> One Time Purchase <input type="checkbox"/> Term - 3 Years w/ 2 1-Year Optional Renewals <input type="checkbox"/> Other, Specify - Project Completion</p>
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<p><u>SAMPLE REQUIREMENTS</u></p> <p><input checked="" type="checkbox"/> None required <input type="checkbox"/> Samples required prior to Bid Opening <input type="checkbox"/> Samples may be required subsequent to Bid Opening</p>	<p><u>SECTION 255.05, FLORIDA STATUTES CONTRACT BOND</u></p> <p><input checked="" type="checkbox"/> None required <input type="checkbox"/> Bond required 100% of Bid Award</p>
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<p><u>QUANTITIES</u></p> <p><input type="checkbox"/> Quantities indicated are exacting <input checked="" type="checkbox"/> Quantities indicated reflect the approximate quantities to be purchased Throughout the Contract period and are subject to fluctuation in accordance with actual requirements.</p>	<p><u>INSURANCE REQUIREMENTS</u></p> <p style="text-align: center;">Insurance required</p>
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<p><u>PAYMENT DISCOUNTS</u></p> <p><input type="checkbox"/> 1% 20, net 30 <input type="checkbox"/> 2% 10, net 30 <input type="checkbox"/> Other _____ <input checked="" type="checkbox"/> None Offered</p>	
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Item No.	ENTER YOUR BID FOR THE FOLLOWING DESCRIBED ARTICLES OR SERVICES:	TOTAL BID PRICE
1	Total Price From Attachment 1 Below	\$ 615,280.00
2	Total Price From Attachment 2 Below	\$ 285,114.00
3	Total Price From Attachment 3 Below	\$ 594,534.00
4	Total Price From Attachment 4 Below	\$ 533,085.00
5	Total Bid Price	\$ 2,028,014.00


 Jay Lusk, VP/Asst. Gov. Sales Manager
 04/07/2025

Award #2 4/30/2026 Supporting Documents

1411960247 (RFP) JEA NGS N00 Material Handling Heavy Equipment Purchase Appendix B - Response Forms

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

BIDDER CERTIFICATION

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

We have received addenda

 1 through 1



Handwritten Signature of Authorized Officer of Company or Agent

04/04/2025

Date

Jay Lusk, VP/Asst. Gov. Sales Manager

Printed Name and Title

LIST OF SUBCONTRACTORS

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

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

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

Type of Work	Corporate Name of Subcontractor	Subcontractor Primary Contact Person & Telephone Number	Subcontractor's License Number (if applicable)	Percentage of Work or Dollar Amount
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N/A

Signed: 
Jay Lusk, VP/Asst. Gov. Sales Manager

Company: Ring Power Corporation

Address: 500 World Commerce Parkway
St. Augustine, FL 32092

Date: 04/04/2025

Award #2 4/30/2026 Supporting Documents

1411960247 (RFP) JEA NGS N00 Material Handling Heavy Equipment Purchase Appendix B - Response Forms

LIST OF JSEB SUBCONTRACTORS

The following JSEB Subcontractors will be utilized in fulfilling the terms and conditions of a Project Authorization arising from award of JEA - _____. I (We) the undersigned understand that failure to submit said information will result in bid rejection. I (We) will employ the JSEB Subcontractors specified below: (Use additional sheets as necessary)

Class of Work (Category) Dollar Amount	Name of JSEB Contractor (Indicate below)	Percentage of Total Job or

N/A

Signed: 
Jay Lusk, VP/Asst. Gov. Sales Manager
Company: Ring Power Corporation
500 World Commerce Parkway
Address: St. Augustine, FL 32092
Date: 04/04/2025

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

Award #2 4/30/2026 Supporting Documents

1411960247 (RFP) JEA NGS N00 Material Handling Heavy Equipment Purchase Appendix B - Response Forms

THE MINIMUM QUALIFICATIONS SHALL BE SUBMITTED ON THIS FORM. IN ORDER TO BE CONSIDERED A QUALIFIED BIDDER BY JEA YOU MUST MEET THE MINIMUM QUALIFICATIONS LISTED BELOW, AND BE ABLE TO PROVIDE ALL THE SERVICES LISTED IN THIS SOLICITATION.

THE BIDDER MUST COMPLETE THE BIDDER INFORMATION SECTION BELOW AND PROVIDE ANY OTHER INFORMATION OR REFERENCE REQUESTED. THE BIDDER MUST ALSO PROVIDE ANY ATTACHMENTS REQUESTED WITH THIS MINIMUM QUALIFICATIONS FORM.

BIDDER INFORMATION

COMPANY NAME: Ring Power Corporation

BUSINESS ADDRESS: 500 World Commerce Parkway

CITY, STATE, ZIP CODE: St. Augustine, FL 32092

TELEPHONE: (904)737-7730

FAX: _____

E-MAIL: jay.lusk@ringpower.com

PRINT NAME OF AUTHORIZED REPRESENTATIVE: Jay Lusk

SIGNATURE OF AUTHORIZED REPRESENTATIVE: 

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE: Jay Lusk, VP/Asst. Gov. Sales Manager

MINIMUM QUALIFICATIONS:

Respondent must meet the following Minimum Qualifications to be considered eligible to have its Response evaluated by JEA. Respondent must complete and submit the Minimum Qualification Form provided in this Solicitation. Respondents that are working or have worked for JEA in the past 2 years involving similar work must submit JEA as a reference. JEA reserves the right to ask for additional back up documentation or additional reference projects to confirm the Respondent meets the requirements stated above.

JEA may reject Responses from Respondents not meeting all of the following Minimum Qualifications:

- Respondent must not be on the State of Florida Convicted Vendor List, State of Florida's Suspended Vendor List, the City of Jacksonville's Disqualified Vendor List, have their bidding privileges actively suspended by JEA, been debarred by JEA, or have had a contract with JEA was terminated for default within the last two (2) years.
- Seller shall be a Sales and service/parts business and shall have been in business for greater than 5 years.
- Seller shall be within 60 miles of the Purchaser's facility (4437 Heckscher Dr. Jacksonville FL 32226).
- Seller shall supply three (3) references of business services and services agreements with an annual amount of \$300,000.
- Seller shall be able to have a Service/repair response time to the NGS Site within 24 hours of receiving a service request.
- Seller shall have emergency replacement equipment available as required within 72 hours.

Award #2 4/30/2026 Supporting Documents

1411960247 (RFP) JEA NGS N00 Material Handling Heavy Equipment Purchase Appendix B - Response Forms

- Seller shall have field service technicians within 60 miles of the Purchaser's facility. (Refer to Attachment 1)
- Seller shall have a repair facility within 60 miles of the Purchaser's facility. (Refer to Attachment 1)
- Seller shall have shop technicians at the repair facilities located within proximity of the Purchaser's facility.
- Seller must have heavy equipment parts inventory located within proximity of the Purchaser's facility. Spare parts are not to be kept at the Purchaser's facility.
- Seller shall have the ability to ship and deliver parts within 24 hours.



VENDOR CONFLICT OF INTEREST DISCLOSURE FORM INSTRUCTIONS

Vendors shall not try to gain an unfair competitive advantage or influence the ability of JEA officers and employees to make impartial and objective decisions on behalf of JEA.

All vendors interested in conducting business with JEA must complete and return the Vendor Conflict of Interest Disclosure Form found on the following page in order to be eligible to be awarded a contract with JEA. Please note that all vendors are subject to comply with JEA's conflict of interest policies provided below.

1. No JEA officer (e.g., JEA Board member and elected City official) or employee has an ownership interest of more than 5% in vendor's company.
2. No JEA officer or employee is an officer, director, partner or proprietor of vendor's company.
3. No JEA officer or employee is employed by or being considered for employment by vendor's company.
4. No JEA officer or employee work as a consultant or has a contractual relationship with vendor's company.
5. No JEA officer or employee will derive a personal financial gain or loss from this contract.
6. No relative of a JEA officer of employee will derive a personal financial gain or loss from this contract. (Relatives include a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law.)

If a vendor has one or more relationships with a JEA officer or employee or a relative of a JEA officer or employee that meets the criteria described above, then the vendor shall disclose the information by completing the Conflict of Interest Form on the following page.



CONFLICT OF INTEREST DISCLOSURE FORM

*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest, and they are detected by JEA, vendor may be **disqualified** from doing business with JEA.*

Questions about this form? Contact (JEA, Buyer)

JEA Bid/Solicitation/Contract Number: 1411960247	Name of JEA Employee(s) Working on Vendor's Current Contract(s) with JEA: N/A
Vendor Name: Ring Power Corporation	Vendor Phone: (904)737-7730
Vendor's Authorized Representative Name and Title: Jay Lusk, VP/Asst. Gov. Sales Manager	Authorized Representative's Phone: (904)494-1138
NAME(S) OF JEA EMPLOYEE(S) / PUBLIC OFFICER(S) WITH POTENTIAL CONFLICT OF INTEREST	
Name of JEA public officer(s), employee(s), or relatives with whom there may be a potential conflict of interest. If more than five, attach a second form.	Relationship of JEA public officer(s)/employee(s) and/or relative(s) to vendor's company from list above (e.g. 1(a), 2, etc.). Please list all that apply:
1. N/A	
2.	
3.	
4.	
5.	
<input checked="" type="checkbox"/> Vendor has no conflict of interest to report. <input checked="" type="checkbox"/> Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any JEA officer or employee to obtain or maintain a contract. <input checked="" type="checkbox"/> I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor.	
Vendor's Authorized Representative Signature: 	Date: 04/04/2025

Award #2 4/30/2026 Supporting Documents

1411960247 (RFP) JEA NGS N00 Material Handling Heavy Equipment Purchase Appendix B - Response Forms

FOR JEA USE ONLY IF CONFLICT NOTED

This form has been reviewed by:

Name of JEA Ethics Officer:	Signature:	Date:
Note:		

Award #2 4/30/2026 Supporting Documents

May 29, 2025
225 North Pearl St., Jacksonville, FL 32202 - Board 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**. Please refer to JEA's Procurement Code, if you wish to protest any of these items.

Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Funding Source	Business Unit Estimate	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 05/22/2025 Meeting	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	Piggyback - 2024-084 - Polk County, FL	2024-084 Master Agreement for Utilities Services	Zammataro	Killebrew, Inc.	Capital	\$3,139,162.39	\$3,139,162.39	N/A	\$3,139,162.39	N/A	Five (5) Years w/Two (2) - 1 Yr. Renewals Start: 11/05/2024 End: 11/04/2029	N
<p>For additional information contact: Darriel Brown</p> <p>This award request is a piggyback based on the competitively bid Polk County, FL contract with Killebrew Inc., awarded in 2024 and set to expire on November 4, 2029. Under this agreement, JEA will utilize the contract to perform trenchless rehabilitation of gravity sewer and water systems using the Pipe Bursting method throughout its service area. The Business plans to use this contract through the remainder of FY25 and FY26, with the intention of collaborating with Procurement to develop a new solicitation for a multi-year contract starting in FY27.</p> <p>JEA will receive the same rates as outlined in the Polk County contract, which is provided as a backup.</p>												
3	Request for Proposal (RFP)	1411960247 (RFP) JEA NGS N00 Material Handling Heavy Equipment Purchase	Erixton	Ring Power Corporation	Capital	\$2,562,287.00	\$2,048,759.00	N/A	\$2,048,759.00	N/A	One-Time Purchase Start: 05/30/2025 End: 11/30/2025	N
Moved to Regular Agenda as Item 1												
4	Cost Participation	2023-2338 Greenbriar Road	Zammataro	Pulte Home Company, LLC	Capital	\$2,987,147.63	\$2,196,432.08	N/A	\$2,196,432.08	N/A	Project Completion Start: 05/01/2025 End: 05/31/2026	N
<p>For additional information contact: David King</p> <p>This is a private development project in which JEA has identified infrastructure improvements that align with its Cost Participation Policy, making them eligible for reimbursement. The Greenbriar Road project (Aval. No. 2023-2338) involves the installation of a reclaimed water transmission main to serve the Landings at Greenbriar development and to extend the reclaimed water network along Greenbriar Road, ultimately connecting with the existing system within the Rivertown development. The overall Landings at Greenbriar development will include approximately 1,241 single-family residential units at full buildout.</p> <p>Project scope includes the installation of 6,800 feet of 20-inch reclaimed water transmission main. The developer complied with JEA's procurement directives by publicly advertising the solicitation and awarding the contract to the lowest responsive bidder. The solicitation was advertised on 02/10/25, with a pre-bid meeting held on 02/26/25. Five bidders attended the pre-bid meeting, and one bid was ultimately received. Vallencourt Construction Co., Inc. submitted the lowest bid and was awarded the contract.</p> <p>The bid amount is approximately 36% below JEA's estimate, which included materials, labor, and equipment. JEA has reviewed the bid and determined it to be reasonable. Reimbursement will be provided in accordance with the JEA Cost Participation Policy.</p>												
5	Contract Extension	Post Implementation Professional Service Support For On-Premise Oracle E-Business Suite Migration To Oracle Cloud Infrastructure	Selders	Accenture, LLP	O&M	\$500,000.00	\$744,150.00	\$1,600,000.00	\$3,644,787.50	02/01/2024-\$472,192.00 05/24/2024-\$16,865.50 07/31/2024-\$64,680.00	Three (3) Years Start: 07/26/2023 End: 09/30/2026	N
<p>For additional information contact: Angel Love</p> <p>This contract extension is for continued professional and architectural support services from 10/1/2025 to 09/30/2026 for On-Premises Oracle E-Business Suite (EBS) Migration Technical Upgrade on Oracle Cloud Infrastructure (OCI) provided by Accenture. JEA has aligned the ongoing support agreement dates with the fiscal year at no additional cost. Accenture will provide services to support the continued operation and maintenance of the On-Premises Oracle E-Business Suite (EBS) Migration Technical Upgrade on Oracle Cloud Infrastructure (OCI). As part of this engagement, Accenture will supply system administration and core technical resources to manage ticket-driven work assignments. Their responsibilities include guidance and quality assurance for OCI components underpinning Oracle EBS, covering existing and new EBS applications, operating systems, ExaCS databases, and other associated cloud resources.</p> <p>Accenture will oversee OCI cloud resources, including compute and load balancers, to facilitate new environments, as well as manage OCI storage components. They will implement information security requirements and standards to ensure compliance, conduct quarterly OS patching for Linux including security and kernel updates addressing Nessus identified vulnerabilities and provide backup and recovery support for application and database tiers. Additionally, they will administer OCI-native security features, such as OCI Firewall and OCI Security Network support, along with third-party tools in the current tenancy, including Palo Alto Firewalls, F5, and Aviatix.</p> <p>Furthermore, Accenture will offer on-premises support when required and handle major incidents affecting the aforementioned areas, engaging Oracle Support through Service Requests or coordination with the Customer Success Manager as necessary. The rates in the SOW for professional and architectural support services has increased compared to the previous SOW, but still align with the NASPO contract.</p> <p>This award piggybacks off of the public NASPO contract No. 43230000-NASPO-16-ACS For Cloud Solutions dated June 21, 2019, competitively procured Cloud Solutions and executed Contract No. AR3086, Cloud Solutions ("Master Contract"). Note this contract is valid 08/01/2017 through 09/30/2026.</p>												
6	Contract Increase	Dragos Enhanced Grid Cybersecurity Threat and Vulnerability Management	Datz	SHI International Corp	Capital	\$800,000.00	\$87,662.27	\$342,848.35	\$430,510.62	N/A	One (1) Year w/Two (2) 1-Yr. Renewals Start: 04/01/2025 End: 03/31/2026	N
Deferred												
7	Contract Increase	141-18 Engineering Services for the Rivertown Water Treatment Plant Project	Zammataro	CDM Smith, Inc.	Capital	\$90,000.00	\$83,547.00	\$2,000,605.00	\$2,788,033.00	02/20/2020 - \$19,785.00 04/20/2020 - \$41,594.00 05/29/2020 - \$72,524.00 11/10/2020 - \$35,030.00 11/18/2021 - \$12,137.00 01/05/2023 - \$29,025.00 01/26/2023 - \$273,278.00 02/05/2024 - \$220,508.00	Project Completion Start: 08/15/2019 End: 07/31/2025	N
<p>Last awarded: 01/26/2023</p> <p>For additional information contact: Dan Kruck</p> <p>The scope of engineering services for this project includes preliminary design, final detailed design, permitting support, engineering services during construction, and engineering support during startup of the RiverTown Water Treatment Plant (WTP) project. The project encompasses construction of a new water treatment plant, including two production wells, provisions for an optional third backup well, wellhead assemblies, raw water pipelines, and a ground storage tank. Located within JEA's South Grid, the RiverTown area of St. Johns County is experiencing significant population and housing growth. This growth is projected to exceed the capacity of the existing water treatment and distribution infrastructure. The RiverTown WTP project is being implemented to increase potable water treatment and production/distribution capacity to support this growth.</p> <p>This contract increase request is for additional services during construction (SDCs), including responses to RFIs, participation in additional monthly construction meetings, and expanded project management efforts. These additional services are necessary due to the default of the original construction contractor, Williams Industrial. JEA has since engaged Ferreira Construction to complete the work; however, the construction timeline has been extended as a result of the contractor transition.</p> <p>The rates proposed for this contract increase are consistent with the existing contract terms and have been deemed reasonable.</p>												

Award #2 4/30/2026 Supporting Documents

8	Request for Proposal (RFP)	1411924247 (RFP) CCNA JEA Owner's Engineering Services Contractor	Erixton	Black & Veatch Corporation	Capital	\$20,000,000.00	\$19,879,187.00	N/A	\$359,426.43	N/A	Project Completion Start: 05/30/2025 End: 05/30/2026	N
<p>For additional information contact: David King</p> <p>This is a private development project where JEA has identified improvements consistent with the JEA Cost Participation Policy and as such are eligible for reimbursement. The Helow Properties Phase 1 project (Avail. No. 2023-3315) is a water main transmission project along the project entrance road to serve the Helow Properties development which will consist of 1,924 single family homes. The project elements are comprised as follows: Install 5,600 feet of 16" transmission water main (44% JEA participation).</p> <p>The developer complied with JEA's procurement directives by publicly advertising the solicitation and awarding the contract to the lowest responsive bidder. The solicitation was advertised on 09/18/24 with a pre-bid meeting held on 09/24/24. Five bidders attended the pre-bid meeting, and three bids were ultimately received. Vallencourt Construction Co., Inc. submitted the lowest bid and was awarded the contract.</p> <p>The bid amount is approximately 42% below JEA's estimate, which included materials, labor, and equipment. JEA has reviewed the bid and determined it to be reasonable. Reimbursement will be provided in accordance with the JEA Cost Participation Policy.</p>												
9	Request for Proposal (RFP)	1411924247 (RFP) CCNA JEA Owner's Engineering Services Contractor	Erixton	Black & Veatch Corporation	Capital	\$20,000,000.00	\$19,879,187.00	N/A	\$19,879,187.00	N/A	Five (5) Years w/Two (2) - 1 Yr. Renewals Start: 06/09/2025 End: 06/08/2030	N
Moved to Regular Agenda as Item 2												

Consent Agenda Action

Committee Members in Attendance	Names	Ted Phillips, Ricky Erixton, Joe Orfano
Motion by:	Ricky Erixton	
Second By:	Joe Orfano	
Committee Decision	Approved	

Regular Agenda

Award #	Type of Award	Solicitation # & Short Description/Title	VP	Awardee	Award Amount	Business Unit Estimate	Original Award Amount	New Not-to-Exceed	Amendments	Term	JSEB Participation (Y/N) If Y, then list company name(s) (% - \$ - awarded)	Action
1	Request for Proposal (RFP)	1411960247 (RFP) JEA NGS N00 Material Handling Heavy Equipment Purchase	Erixton	Ring Power Corporation	\$2,048,759.00	\$2,562,287.00	N/A	\$2,048,759.00	N/A	One-Time Purchase Start: 05/30/2025 End: 11/30/2025	N	<p>Motion by: <u>Joe Orfano</u></p> <p>Second by: <u>Ricky Erixton</u></p> <p>Committee Decision: <u>Approved</u></p>
<p>Advertised: 03/14/2025 Opened: 04/08/2025 Public Evaluation Meeting: 05/22/2025</p> <p>Four (4) Proposals received Ring Power Corporation - \$2,028,014.00 Beard Equipment - \$1,925,650.00 National Equipment Dealers, LLC - \$1,541,708.76 Company Wrench - Disqualified (Incomplete Response)</p> <p>For additional information contact: Jason Behr</p> <p>JEA issued a Request for Proposal (RFP) for the procurement of eight (8) pieces of heavy equipment, including four (4) large front-end wheel loaders, one (1) bulldozer, one (1) track excavator, and two (2) small front-end wheel loaders. All equipment is required to meet defined performance standards, safety protocols, technical specifications, warranty and service provisions, and vendor qualification criteria as outlined in the RFP.</p> <p>This was a competitively evaluated bid process, with proposals assessed on price, technical and performance specifications, safety compliance, warranty/service offerings, and vendor qualifications. Ring Power Corporation received the highest overall evaluation score. Due to current budgetary constraints, JEA will proceed with awarding the purchase of only a portion of the requested equipment: two (2) large front-end wheel loaders, one (1) small front-end wheel loader, and one (1) track excavator. The remaining equipment needs will be re-solicited in a future fiscal year as funding allows.</p> <p>DISCUSSION/ACTION: Ted Phillips, Jason Behr DISCUSSION/ACTION PARTICIPANTS: The award was pulled to the regular agenda to better understand the difference between the proposal amount and the award amount. Jason Behr clarified the discrepancy between the \$2,028,014.00 proposal and the \$2,048,759.00 award. The original proposal reflected the cost of one of each equipment type, whereas the awarded amount covers a portion of the equipment. The remaining items are slated for purchase in FY26 and FY27.</p>												
2	Request for Proposal (RFP)	1411924247 (RFP) CCNA JEA Owner's Engineering Services Contractor	Erixton	Black & Veatch Corporation	\$19,879,187.00	\$20,000,000.00	N/A	\$19,879,187.00	N/A	Five (5) Years w/Two (2) - 1 Yr. Renewals Start: 06/09/2025 End: 06/08/2030	0	<p>Motion by: <u>Ricky Erixton</u></p> <p>Second by: <u>Joe Orfano</u></p> <p>Committee Decision: <u>Approved</u></p>
<p>Advertised: 01/31/2025 Opened: 03/11/2025 Public Evaluation Meeting: 04/09/2025</p> <p>Three (3) Proposals received Company Rank Black & Veatch 1 Burns & McDonnell 2 Atkins Realis - Disqualified (Did not meet minimum qualifications)</p> <p>For additional information contact: Jason Behr</p> <p>JEA issued a Request for Proposal (RFP) for an Owner's Engineer (OE) contractor to support upcoming projects. This Specification was not focused on providing OE services for a specific project, but on demonstrating Respondent's capability to perform multiple OE functions for a range of projects that might arise from JEA's present self-build project plans, the associated Market RFP for supply of capacity and energy (regulatory process), and from projects JEA determines are needed to support compliance with EPA's Greenhouse Gas Rule (GHG Rule) or to continue advancing toward JEA's clean energy goals. The selected OE contractor will define technical and functional requirements for detailed design, engineering, procurement, construction, execution, and commissioning of JEA self-build projects. Additionally, the contractor may assist in evaluating market-based alternatives by providing financial analyses, due diligence reviews, and comprehensive OE services related to Power Purchase Agreements (PPAs), Build-Transfer Agreements (BTAs), Asset Transfer Agreements (ATAs), or Joint Ownership Agreements (JOAs).</p> <p>Relative to the present self-build plan, the selected OE contractor would provide owner's engineering support for the design and construction of a new combined cycle facility to achieve the required output, efficiency, reliability, and compliance with all</p> <p>DISCUSSION/ACTION: Ted Phillips, Jamila Akrayi DISCUSSION/ACTION PARTICIPANTS: Due to the size of the contract, a request was made to further explain the scope of the work of the contract. Jamila Akrayi explained this RFP is for an owner's engineer that could include the Power Island or the Market Test option. For the Power Island, they will assist JEA with site certification application, engineering, procurement, technical services, and many other items that will allow JEA to either complete the Self build project or whatever direction JEA takes. If the direction is to go with the Market Test, Black & Veatch will assist us with that option. Work can vary greatly depending on the direction.</p>												

Consent and Regular Agenda Signatures

Budget	Name/Title	<u>Stephanie M Nealy</u>
Awards Chairman	Name/Title	<u>Theodore B Phillips</u>
Procurement	Name/Title	<u>JM</u>
Legal	Name/Title	<u>Rebecca Lavis</u>



Dedicated to the Water and Wastewater Industry

Walker Process Equipment

Division of McNish Water
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Website: www.walker-process.com

Phone: 630-892-7921

March 20, 2026

TO JEA:

**SUBJECT: JEA District II/Cedar Bay WRF
Jacksonville, FL**
PROPOSAL NO.: 26-S-016

We are pleased to submit this proposal as our offer to sell and furnish the following equipment:

EFFLUENT TROUGH, SKIMMERS, SCUM BOX

This proposal is divided into the following sections that together form our complete proposal:

Pricing Summary	Pg. 2 - 4
Scope of Supply and Clarifications	Pg. 5 - 6
General Items	Pg. 7 - 8
Terms and Conditions of Sale	Pg. 9 - 12
Mechanical Warranty	Pg. 13

If we can furnish any clarifications or additional information regarding the scope and terms of this proposal, please contact our sales Representative, Bob Bierhorst of MTS Environmental, 904-273-8600. We look forward to working with you on this project.

Sincerely,
WALKER PROCESS EQUIPMENT
Division of McNish Water

Chris Harston, P.E.
Regional Sales Manager

PRICING SUMMARY

Listed below is a summary of prices for equipment as noted within this proposal. The prices are for equipment as described herein, F.O.B. shipping point with freight prepaid via truck, exclusive of any taxes.

Our pricing includes a maximum of seven (7) hard copy service manuals unless a greater number is specified in the project specifications. If requested, Walker Process Equipment (WPE) will supply the electronic version of the O & M Manual in PDF format. The rights to the content of WPE O & M Manuals and drawings belong solely to WPE. WPE reserves the right to revise the content at any time.

NOTE: Please refer to the following pages for clarifications to our scope of supply.

One (1) effluent trough, two (2) skimmers, one (1) scum box for Circular Collector supplied on Walker contract Q50110, for installation (by others) in 100' dia. x 11' S.W.D. existing concrete tank for the price of. . .

\$839,500.00

EXISTING STRUCTURE NOTE:

Equipment for this project is to be installed in existing concrete structure(s). The price and schedule offered is based on the limited dimensional information for the existing tank(s) we have at the time of making the offer. The schedule is contingent on the purchaser providing Walker Process Equipment with all required verified tank dimensions for each tank involved and prior to the start of submittal drawings and the schedule for submittal.

In the event that verified dimensions are not provided or the provided dimensions are incomplete and/or in error, which results in delay of the construction schedule and/or modifications to either the equipment or the adjacent structures, the Purchaser will be solely responsible for all labor, materials and associated costs to correct the resulting situation.

If multiple mechanisms are specified for tanks that are described with identical general dimensions (diameter, length, width, depth, floor slope etc.), our price and schedule is based on each of the tanks being identical to each other. The price and schedule given does not include the additional costs and possible extension to the schedule if upon verification of the actual tank dimensions unique sets of equipment dimensions are required due to variances in the dimensions among the existing tanks that are of only similar size.

Walker Process Equipment is not responsible for the locations, conditions or dimensions of existing concrete, anchors, and will not accept responsibility for evaluating existing concrete or anchors for suitability or modification for reuse, or any equipment not furnished by Walker Process Equipment. Any repair, alterations or cleaning of existing

structure, or any manpower and equipment necessary for alterations to the structure and/or installation of our equipment is not included in our price, or in our scope of supply.

CONDITIONS OF SALE: This offer to sell is expressly made subject to the following requirements: WPE means Walker Process Equipment Division of McNish, LLC.

1. Your purchase order must be received by WPE **not later than April 20, 2026**. **Please note that prices quoted are not firm and are subject to Price Adjustment per item 11 listed under Terms and Conditions of Sale attached hereto and made a part of this Proposal; AND**

2. **Please note that all terms in your Purchase Order that conflict with or in any way change the terms of this Proposal, including the Terms and Conditions of Sale attached hereto and made a part hereof constitute a counteroffer and must be expressly accepted by WPE in a Purchase Order signed by WPE. Work started by WPE in connection with this Proposal before a Purchase Order is finalized and signed shall not constitute acceptance by WPE of any counteroffer from you. If you request WPE to perform work in connection with this Proposal before a Purchase Order is signed, all such work will be performed by WPE based on this Proposal and attached Terms and Conditions of Sale.**

WPE proposes to supply all equipment and materials listed in this Proposal as a material supplier only and not as a subcontractor.

The number of this proposal must be referenced in the Purchaser's purchase order. The prices quoted in this proposal are based upon and subject to Purchaser's acceptance of the Terms and Conditions of Sale attached to this proposal. WPE reserves the right to change the prices quoted if the subsequent Purchase Order changes or modifies in any manner, the Scope of Supply or the attached Terms and Conditions of Sale, unless WPE's written consent is first obtained. This proposal shall become a binding contract for the scope of equipment supply and mechanical warranty responsibility, upon acceptance by Purchaser and approval by WPE as provided for in the Terms and Conditions of Sale.

PAYMENT AND PRICE TERMS:

- 15% net 30 days upon receipt of approved submittal.
- 80% net 30 days upon shipment of materials, or upon offer to ship.
- 5% net 30 days upon start-up of the equipment or within 90 days of final shipment whichever occurs first.

When multiple structures or partial shipments are involved, each structure or its equivalent tonnage will be considered a unit for payment.

Invoices not paid within 30 days from date of invoice will bear interest at the rate of two percent (2%) per month.

These terms are completely independent from, and in no way contingent upon, when you receive payment from the Owner and/or prime contractor. Walker Process prices do not include sales, use, excise, or other similar taxes, and all such taxes shall be paid by the Purchaser. Our offering does not include bonds of any kind, which the purchaser may require.

ESTIMATED SCHEDULES:

The prices given in this proposal are based on our best estimate of costs and current deliveries by suppliers and our projected factory workload. WPE project managers will work with you to coordinate our shipments with your construction schedule and expect you to expedite a timely turnaround of our submittal for approval. WPE will not be held responsible for delays or shortages of materials caused by our suppliers and/or by conditions beyond our control and under no circumstances will be liable for liquidated damages.

We estimate that we can ship fabricated materials in accordance with the schedules listed within each of the proposed items of this proposal.

Approval Schedules are shown in weeks after receipt of **order with complete information**. Shipment schedules are shown in weeks after **receipt of final Approved Submittal**.

SCHEDULES STATED WITHIN THIS PROPOSAL ARE SUBJECT TO REVISION. SHIPPING DATES ARE BASED ON AVAILABILITY OF MATERIALS, SUPPLIES, AND LABOR. WALKER PROCESS EQUIPMENT WILL NOT ACCEPT LIABILITY FOR DELAYS CAUSED BY SHORTAGES OF MATERIALS OR CAUSED BY EVENTS BEYOND OUR CONTROL.

If approved Submittals and/or requested verified tank dimensions are not received by WPE within six (6) weeks of initial transmittal, WPE shall be entitled to a reasonable extension of the Shipment Schedule and Contract Price.

TERMS AND CONDITIONS:

Refer to the attached Terms and Conditions of Sale, which form an integral part of this proposal.

FIELD SERVICE:

If our scope of supply indicates the price includes the services of a factory field service technician for checkout, initial start-up, testing, commissioning, and/or instruction of plant personnel as noted in the "Scope of Supply", refer to the attached General Items regarding our Terms of Field Service.

SCOPE OF SUPPLY

BID ITEM

EFFLUENT TROUGH, SKIMMERS, AND SCUM BOX

Effluent trough, skimmers, and scum box for one (1) Pier-Supported Plow Flight Circular Collector provided on Walker contract Q50110, Type RSP for 100' diameter x 11' S.W.D. existing concrete tank

WALKER PROCESS EQUIPMENT WILL SUPPLY:

- **Skimmer assembly** – two (2) 5'-0" aluminum and neoprene skimming blades, aluminum support tubes, pivot brackets, HDG steel support booms, HDG steel deflector skimming blades extending from the scum box to the influent well, and one (1) 5'-0" wide type 316 stainless steel scum collection box with approach ramp and flusher device
- **Effluent trough** – peripheral circular trough 18 in. wide x 30 in. deep, trough supports, bottom wall angle
- **Weir plates and scum baffles**
 - **Weir plates 9" x 1/4"**, inboard side of effluent trough
 - **Scum baffles 12" x 1/4"**, inboard side of effluent trough
- **Fasteners**
- **Anchorage**

MATERIALS OF CONSTRUCTION

Skimmers – HDG steel and aluminum

Scum box – type 316 stainless steel

Effluent trough and supports – type 316 stainless steel

Weir plate and scum baffle – type 316 stainless steel

Fasteners – type 316 stainless steel or HDG, match material being fastened

Anchorage – type 316 stainless steel

NOTE:

THE ENTIRE MECHANISM IS FIELD ASSEMBLED WITH BOLTED CONNECTIONS. NO FIELD WELDING IS REQUIRED.

SHOP PAINTING:

Steel skimmer components will be shipped hot dip galvanized.

Aluminum, stainless steel, galvanized steel, plastic and other special materials will not be shop painted.

FIELD SERVICE: As required, but not to exceed two (2) trips and four (4) days of mechanical service.

ESTIMATED SCHEDULE: Based on current deliveries by suppliers and our current projected workload, we estimate that we can ship fabricated materials in accordance with the schedules listed below. Approval Schedule is shown in weeks after receipt of order with complete information. **SCHEDULES ARE ESTIMATES AND WILL BE UPDATED THROUGHOUT THE TIME BETWEEN ORDER ENTRY AND ACTUAL AVAILABILITY FOR SHIPMENT.**

Submittal of Approval Drawings8-10 weeks
Shipment, after Receipt of Approval.....22-24 weeks

EXCLUSIONS: Although possibly shown on the plans and/or specified, the following are not included in this offering.

1. Collector mechanism components except those listed above – drive, walkway, center column, rotating sludge collection, etc.
2. Influent pipe and supports
3. Sludge or scum piping, fittings, and valves
4. Scum spray system or components
5. Field painting, field touch up or repair of shop paint or galvanizing
6. Unloading, hauling, or storage
7. Concrete work or erection
8. Adhesive dispensers for adhesive anchorage, if used
9. Lubricating oil or grease, including lubricants for stainless steel fasteners
10. Video recording of training sessions
11. Any items that are not specifically listed above as being included

GENERAL ITEMS

SAFETY REGULATIONS: Equipment and specified accessories supplied by WALKER PROCESS EQUIPMENT Division of McNish LLC (WPE) will comply with the Occupational Safety and Health Act of 1970 as may be amended to date of order. Purchaser will be responsible for specifying items required by the Act, which depend upon the particular service or operating methods of the Owner.

PAINTING: If Purchaser's equipment has shop painting included in the price, as outlined in the main body of this proposal, please take note of the following:

Our prices are based on shop surface preparation and shop coat(s) as outlined in the main body of this proposal. In the event that an alternative paint system is selected by the Purchaser, WPE requires written notification and data from Purchaser on the alternate paint selected. With Purchaser's agreement, WPE will then either adjust our price as may be necessary to comply or ship the material unpainted if compliance is not possible, due to application problems or environmental controls.

Shop primer paint is intended to serve only as minimal protective from the time of application (usually for a period not to exceed 30 days). Therefore, it is imperative that the finish coat normally be applied within 30 days of shipment on all shop coated surfaces. Without final coating(s) protection, primer degradation will likely occur after this period, which in turn may require renewed field surface preparation and field coating by Purchaser and/or Field Painting Contractor. Unless noted otherwise, shop prime paint will be held back 3 inches from areas that require field welding.

All field surface preparation, field paint, field touch-up, and field repair to shop coated surfaces are not by WPE. WPE will not be responsible for condition of shop primed or shop finished painted surfaces after equipment leaves its shops. Purchaser is invited to inspect painting in our shops for proper surface preparation and shop coating application prior to shipment.

WPE assumes no responsibility for field surface preparation or field touch-up of shop coatings related to shipping damage or handling damage. Any bruises, mars and/or scratches caused by loading, shipping, unloading and handling the equipment must be immediately touched up in the field by Purchaser and/or Field Painting Contractor prior to any equipment storage or equipment installation. WPE will not accept any responsibility for rusting due to equipment not receiving additional coats in the field by the Purchaser and/or Field Painting Contractor.

Purchaser must advise WPE in writing of any and all concerns regarding the shop applied surface preparation and/or the shop applied coating(s) before equipment is installed. WPE will not accept any back charges related to either the shop applied surface preparation or the shop applied coating(s) after equipment has been installed.

Application of field coating(s) shall be in strict compliance with the coating manufacturer's recommendations. Prior to application of field coat(s), the Purchaser and/or Field Painting Contractor must ensure that the maximum recoat time for the shop coating, as set forth by the shop coating manufacturer, will not be exceeded. If the maximum recoat time will be exceeded, the Purchaser and/or Field Painting Contractor shall consult the shop coating manufacturer for necessary surface preparation prior to applying subsequent top coats. Application of field coating(s) shall be construed as the Purchasers and Field Painting Contractors full acceptance of both the shop applied surface preparation and the shop applied coating(s). WPE will not accept any back charges related to either the shop applied surface preparation or the shop applied coating(s) after field coatings are applied.

All finish coats are not by WPE unless otherwise stated in the main body of this proposal. Finish coats must be the same type and by the same paint manufacturer as the prime coat, to ensure optimum compatibility and avoid invalidation of the paint warranty. The Purchaser and Field Painting Contractor are responsible that the field finish coating system is fully compatible with the shop applied coating(s).

Painting of fasteners and other touch-up to painted surfaces will be by Purchaser and/or Field Painting Contractor after mechanism erection.

No shop coatings are used by WPE on aluminum, stainless steel or other non-ferrous metals, or on galvanized metal, unless specifically designated.

All pipes, tubes, etc., 20" in diameter and larger, which receive shop surface preparation as outlined in the main body of this proposal, receive both interior and exterior shop surface preparation and shop coating. For pipes, tubes, etc., smaller than 20" in diameter, shop surface preparation and shop coating only extends into the ends of the pipes, tubes, etc., as far as the gun will reach without inserting the gun within the pipe or tube.

Motors, gear motors, and other components not manufactured by WPE will be painted solely with the originating manufacturer's standard paint system. No additional shop coatings are applied by WPE for components not manufactured by WPE.

Prior to field sandblasting, the Purchaser and/or Field Painting Contractor shall protect all gears, motors, drives, mixers, shafting, electrical controls, seals, breather vents and miscellaneous items of equipment that could be damaged by sandblasting or entry of sand. Painting can damage seals and plug breather vents on the drive units. WPE will not be responsible for leaks or loss of lubricant due to field applied paint of seals and/or vents.

Evaluation of dry film coating thickness complies with the requirements of industry standard SSPC-PA2, "Paint Application Specification #2 Measurement of Dry Coating Thickness With Magnetic Gages."

ANCHORAGE: Note that existing concrete tanks may require concrete modifications in the areas where new anchors will be placed in order to meet current design codes. Sometimes the required modification may be extensive. Foundation loads from the equipment provided will be submitted, but WPE is not responsible for cost, design, or the work for the concrete modification.

WPE is not responsible for determining the condition, adequacy, capacity, or suitability of existing anchors or concrete if the existing anchors are to be reused.

STAINLESS STEEL: Stainless steel products that have been subjected to the pickle, passivate and electro-polish process are more resistant to rust and corrosion than untreated products, however this does not guarantee that the products will not rust, corrode or discolor. Due to the many circumstances outside of the control of Walker Process Equipment Division of McNish LLC and our fabricators all present and prospective purchasers of stainless steel product are cautioned about possible conditions that affect their application if cosmetic appearance is required. McNish LLC and Walker Process Equipment Division of McNish LLC make **no warranty**, expressed or implied, as to the rust, corrosion or discoloration resistance of stainless steel products supplied by Walker Process Equipment Division of McNish LLC.

ADHESIVE (EPOXY) ANCHORS: WPE specifically excludes all responsibility for field installation of adhesive anchors, all field installer certifications of adhesive anchors, and all equipment and appurtenances required to field install the adhesive anchors.

RECEIVING MATERIAL: Upon receipt of each shipment, the Contractor/Purchaser should check the goods received against the tally on the PACKING LIST provided by WPE. If any items are missing, an appropriate notation should be made on the shipping papers and WPE should be notified immediately. Shipments for which no shortages are reported to WPE within fourteen (14) days of delivery to the jobsite will be considered complete as listed on the PACKING LIST.

STORAGE/PROTECTION: All motors, drives, shipping cartons containing sensitive equipment, and any other items that would reasonably deem special care be exercised in storage must be stored inside or adequately protected from moisture, and exposure. WPE will not be responsible for damage or deterioration due to improper handling, exposure or inadequate protection.

FIELD INSTALLATION: The equipment described and offered in this proposal is to be field installed by OTHERS. WPE will provide General Installation instructions, as a guide only, to assist installer who is presumed to be experienced, competent and equipped to handle and install the equipment as offered herein. It is the Contractor's responsibility to furnish any erection aids he deems necessary.

GENERAL ITEMS NOT INCLUDED: Unless specifically indicated to the contrary in the scope, the following items are excluded from our offering:

INSPECTION FOR DAMAGE UPON ARRIVAL, UNLOADING, HAULING OR STORAGE, SHIMS/SHIM SETS, ALL ELECTRIC CONTROLS, CONDUIT, WIRING AND ALARMS, GREASE FITTINGS, GREASE LINES, LUBRICATING OIL OR GREASE, INFLUENT PIPE, SLUDGE OR SCUM PIPING AND FITTINGS AND VALVES, FIELD PAINTING OR WELDING, CONCRETE WORK, INSTALLATION OF EQUIPMENT, ANCHORAGE TEMPLATES, LABOR AND MATERIALS TO REPAIR DEFECTS CAUSED FROM SHIPPING AND HANDLING AND INSTALLATION, HANDRAILS AND WALKWAYS NOT LOCATED ON THE EQUIPMENT, TOOLS, SPARE PARTS, VIDEO TAPES/TAPING OF INSTRUCTIONS/TRAINING SESSIONS.

If this proposal includes an offer for WPE to provide field inspection services of existing equipment, the price shown does not include any material or labor necessary to provide safe access to all areas that require visual inspection, such as scaffolding, ladders, lifts, lighting, safety harnesses, testing for air quality in confined areas, breathing apparatus, safety observers, safety permits or any other materials or labor required for the inspections. The contractor is solely responsible to coordinate the draining and cleaning of all tanks and structures to be inspected and to provide all material and labor required to assist WPE with the inspection.

When field service is requested to inspect existing structures, the following conditions shall apply:

- *The field inspection services will be performed to generally accepted industry professional standards and WPE will use ordinary skill in providing field inspection services.*
- *The Customer shall provide well-ventilated access to all areas requiring inspection and will provide all required scaffolding, ladders, safety equipment, tools, surveying equipment, labor assistance etc., required to perform the field inspection services.*
- *The Customer shall completely drain and clean all tanks, structures and access areas prior to WPE providing field inspection services.*
- *The Customer shall understand that WPE personnel are not corrosion experts, concrete experts, coatings experts, or failure analysis experts; All field inspections are strictly limited to "visual" observations and do not encompass measuring structural members or structural analysis.*
- *The Customer shall satisfy itself as to the adequacy and accuracy of the information provided by WPE personnel and shall take complete responsibility as to the use of the information provided by the WPE personnel and the information contained within the WPE field inspection report, which will be provided by WPE to the Customer.*
- *WPE makes no warranty of any kind, expressed or implied with respect to the field inspection services.*

TERMS AND CONDITIONS OF SALE

1. **Controlling Terms.** All purchase orders submitted to Walker Process Equipment, a division of McNish LLC (hereinafter referred as "**Seller**") by a purchaser (hereinafter referred to as the "**Buyer**") for products and/or services sold by Seller shall constitute acceptance of Seller's Bid Proposal, these Terms and Conditions of Sale and Seller's Mechanical Warranty (hereinafter referred to, collectively, as "Seller's Contract Documents"). In the event any provision of Buyer's purchase order conflicts with Seller's Contract Documents, the provisions of Seller's Contract Documents shall control. Any modifications, amendments or other changes to Seller's Contract Documents must be agreed upon in writing signed by Seller. Seller is neither a party to, nor shall Seller be bound by, the terms of any contract or agreements between Buyer and any other party. (Seller's Contract Documents and Buyer's purchase order are hereinafter referred to, collectively, as the "Contract").
2. **Acceptance of Purchase Orders.** All purchase orders received by Seller are subject to approval of Buyer's credit and is contingent upon Seller's receipt of written approval of all equipment submittals or written waiver thereof.
3. **Shipment and Delivery.** The shipping schedule set forth in Seller's proposal is based upon Seller's knowledge of the availability of materials at the time of quotation. Seller will use reasonable efforts to meet specified delivery dates, but such dates are estimates only and are not guaranteed. Seller reserves the right to make partial shipments and invoice Buyer for same. If Buyer delays shipment, Seller may invoice and the Buyer agrees to remit the amount due per terms as if the equipment had shipped. The Seller shall not be liable for any delays beyond its reasonable control (i.e., force majeure) including inadequate or reduced supply, or excessive costs, of suitable materials.
4. **F.O.B. Point and Title.** Seller's delivery of goods to a carrier F.O.B. shipping point constitutes delivery to Buyer and will transfer all title, ownership, and possession of the goods to Buyer.
5. **Payment Terms.** Payment terms are independent of, and are not contingent upon, the time and manner in which Buyer receives payment from any other person. All accounts that remain unpaid after the due date will accrue interest at a rate of two percent (2%) per month (annual percentage rate of 24%), or the maximum interest rate permitted by law. Buyer shall pay all costs and expenses, including reasonable attorneys' fees, which are incurred by Seller to collect any past due accounts.
6. **Setoff.** Buyer shall have no right to setoff or deduct any sums owed to Seller under this Contract for any amounts that are in dispute between Seller and Buyer and relate to any other project or contract between Seller and Buyer. Any setoff so made shall constitute a default by Buyer under this Contract and Seller shall then be entitled to pursue all remedies available to Seller for such default, including, but not limited to, the Seller's right to stop performing Seller's obligations under this Contract.
7. **Taxes.** Prices quoted by Seller do not include any federal, state, local, sales, use, excise or other taxes. Any tax applicable to Buyer's purchase of Seller's goods shall be paid by Buyer directly to the appropriate governmental authority.
8. **Warranty.** Seller warrants all goods that it manufactures in accordance with the terms of Seller's Mechanical Warranty, a copy of which is attached hereto and made a part hereof (the "Warranty"). Seller reserves the right to declare the Warranty null and void upon the breach of any of Buyer's obligations under its Contract.

9. **Cancellation.** If Buyer requests or causes a cancellation of any work performed by Seller on Buyer's behalf, Buyer agrees to pay Seller for all costs and expenses incurred by Seller, plus overhead and profit, through and including the date of cancellation.

10. **Backcharges.** No back charges or delay in payment for goods or services furnished by Seller under this Contract shall be made by Buyer without Seller's advance written approval. If Buyer assesses back charges against Seller that are not approved in advance by Seller or delays payment for goods or services, Buyer shall be in breach of this Contract and Seller shall have no further obligation to continue performing any further work or service for Buyer including but not limited to work or services to be performed under Seller's Mechanical Warranty.

11. **Price Adjustment.**

Fabricated Steel Components

A contract price revision will take effect if, at the time WPE can purchase fabricated steel required for this project, the increase in the cost of fabricated steel assemblies (carbon steel or stainless steel) is greater than 2% above the cost at the bid date. The contract price will be adjusted by the amount that the current cost of steel exceeds 102% of the cost of steel on the bid date.

Other Large Value Items

A contract price revision will take effect if, at the time WPE can purchase Large Value Items for this project, the increase in the cost of those items such as aluminum (handrailing and grating), plastic, fiberglass, control panels, mixers, burners etc. is greater than 2% from the cost quoted to us within 3 weeks prior to the bid date. The contract price will be adjusted by the amount that the cost of the large value items exceeds 102% of the cost of these items on the bid date.

12. **Indemnification.** Seller agrees to indemnify Buyer, hold Buyer harmless, and upon request, to defend Buyer from and against all damages, losses, liabilities, costs and expenses, including reasonable attorney's fees, incurred by Buyer and arising from any claims, demands and suits, for personal injury, death, or property damage caused by the acts or omissions of Seller, in whole or in part, in connection with Seller's furnishing of the goods and services by this Contract. Seller's maximum liability to Buyer hereunder shall not exceed the limits of Seller's insurance policies as evidenced by the Certificate of Insurance delivered by Seller to Buyer in connection with this Contract.

13. **Limitation of Liability.** Notwithstanding anything contained in this Contract to the contrary, Seller shall have no liability to Buyer for any consequential, incidental, indirect, liquidated, special, exemplary, and punitive damages arising from or alleged to arise from Seller's breach of this Contract, as Seller's sole liability to Buyer for breach of this Contract shall be for direct damages actually suffered or incurred by Buyer. Seller's liability to Buyer for warranty claims shall be solely as stated in Seller's Mechanical Warranty attached hereto and made a part hereof. Seller's maximum liability to Buyer for direct damages under this Contract shall be limited to, and shall not exceed, the purchase price of the goods and services furnished by Seller to Buyer under this Contract.

14. **Force Majeure.** Seller shall not be liable for any costs or damages of any kind under this Contract related to or arising from delays or nonperformance of Seller's obligations caused by any event occurring beyond Seller's control, including, without limitation, acts of God, disasters caused by weather or any other event, strikes, disease, epidemics, pandemics, riots, war, shortages in materials or supplies required or the manufacture or shipment of the products, or governmental orders.

15. **Indemnification Provision for Water Treatment Projects**

Buyer hereby agrees to indemnify, hold harmless, and upon request, to defend, Seller and Seller's shareholders, directors, officers, employees, agents and legal representatives (hereinafter referred to, collectively, as the "Indemnified Parties"), from and against any and all damages, losses, liabilities, fines, penalties, costs and expenses (including, but not necessarily limited to, all fees incurred by the Indemnified Parties for attorneys and other professional consultants) engaged by the Indemnified Parties, in connection with, or relating to, any claim, demand, action, suit, administrative proceeding, judgment, order, investigation or remediation asserted or issued by any third party, including, without limitation, any federal, state, or local governmental authority, arising or alleged to arise from the presence of any Hazardous Substances (as hereinafter defined), which have been discharged, directly or indirectly, into or from any body of water treated or to be treated by any equipment manufactured or provided by Seller pursuant to the terms of this Purchase Order. For purposes hereof, the use of the term "Hazardous Substances" shall mean industrial wastes, toxic pollutants, and chemicals (including but not limited to per-and polyfluoroalkyl substances (PFAs) or other manufactured chemicals), and any other hazardous substances as such terms are defined under Environmental Laws (as hereinafter defined), petroleum and petroleum products, asbestos or any material which contains any hydrated mineral silicate, including, without limitation, chrysotile, amosite, crocidolite, tremolite, anthophyllite and/or actinolite, whether friable or non-friable, polychlorinated biphenyl ("PCB") or PCB containing materials or fluids, radon, any other hazardous or radioactive substance, material, pollutant, contaminant or waste, and any other substance with respect to which Environmental Laws or governmental authority requires environmental investigation, monitoring or remediation.

The term "Environmental Laws" shall mean all federal, state, and local laws, statutes, ordinances and regulations, now or hereafter in effect, in each case as amended or supplemented from time to time, including, without limitation, all applicable judicial or administrative orders, applicable consent decrees and binding judgments relating to the regulation and protection of human health, safety, the environment and natural resources (including, without limitation, ambient air, surface, water, groundwater, wetlands, land surface or subsurface strata, wildlife, aquatic species and vegetation).

16. **Field Service.** Field service quoted is not supervisory but advisory only and is offered subject to the express agreement that our servicemen's function and responsibilities are limited to inspection, interpretation of assembly drawings and IOM manuals, and identification of materials for proper assembly and operation. In order to ensure the availability of a servicemen, Buyer must provide Seller with an eight (8) week advance notice to schedule service requests. If less than eight (8) weeks-notice is given by Buyer, Seller cannot guarantee availability when requested, and also may result in premium charges to Buyer's account. Once a service date is scheduled, any travel cost increased due to a change in the service date requested by Buyer will be billed to the Buyer. If, in the event Seller's field service technician arrives when requested, and the jobsite is not ready for service, Seller shall deduct the days/trips from the allotted time included in our scope of supply, or invoice Buyer at the per diem rate plus actual travel expenses.

Any additional field service requested by Buyer shall be provided by Seller at a rate of \$1,200 per diem plus actual travel, housing and meal expenses. Consultation or advisory services of a process engineer or staff engineer within the continental limits of the United States will be charged at the rate of \$1,450 per diem plus actual travel, housing, and meal expenses. There will be no credit for using less days or trips than the amount identified within this proposal. The per diem rates quoted are for normal site work schedule, eight (8) hours per day, five (5) days per week; all overtime and Saturday work to be invoiced at one and one-half the per diem rate; Sunday and legal holiday work to be invoiced at double the per diem rate.

17. **Limitation of Actions.** Notwithstanding any statutory period of limitation to the contrary, and except as otherwise provided in Seller's Warranty, any action or claim against Seller by Buyer with respect to Seller's furnishing of goods must be brought within one (1) year from date of Seller's shipment or offer of shipment of the goods purchased by Buyer.

18. **Disputes and Governing Law.** All disputes and controversies arising between Seller and Buyer shall be settled by a court of competent jurisdiction in Kane County, Illinois. All agreements between Seller and Buyer shall be construed in accordance with, and governed by, the laws of the State of Illinois, and shall be construed to be between merchants.

19. **Disclosure.** Seller is a Division of McNish LLC. Goods or services to be provided by Seller pursuant to this Contract may include goods or services provided by another division of McNish LLC.

20. **Invalidity.** If any provision of Seller's Contract Documents is held to be invalid or is otherwise rendered unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions thereof.

21. **Binding Effect.** This Contract shall be binding upon, and inure to the benefit of, Seller and Buyer, and their respective successors, assigns, and legal representatives.

22. **Entire Agreement.** This Contract constitutes the entire agreement between Seller and Buyer, and supersedes all prior agreements, negotiations, and communications, whether oral or written, between Seller and Buyer with respect to the subject matter hereof.

SELLER:

WALKER PROCESS EQUIPMENT,
Division of McNish, LLC

Signature: 

Name/Title: Chris Harston, P.E. / Regional Sales Manager

Date: March 20, 2026

ACCEPTED BY BUYER:

Name of Company: _____

Authorized Signature: _____

Name/Title: _____

Date: _____

MECHANICAL WARRANTY

Walker Process Equipment, a division of McNish, LLC ("Seller") warrants, to Buyer that all products and parts of its manufacture ("Goods") are free from defects in material and workmanship on the date of shipment. Seller's obligation under this Mechanical Warranty is to replace or repair, at no charge to Buyer and the original user of the Goods, any Goods which proves to Seller's satisfaction to have a defect in material or workmanship that interferes with the mechanical operation of the Goods under normal use and service within one (1) year from date of initial operations of the Goods or fifteen (15) months from date of shipment, whichever time period first occurs (the "Warranty Period").

If, within the Warranty Period, Buyer gives Seller prompt written notice of any defects in the Goods, Seller shall then, as Buyer's sole remedy, repair or replace, any such Goods, which Seller determines, in its sole discretion, to have failed under normal use. Seller shall be provided reasonable evidence that such failure is covered by this Warranty. Unless otherwise agreed to, in writing, by Seller, (i) all repairs or replacements shall be made F.O.B. Seller's manufacturing facility or other locations designated by Seller; and (ii) Buyer shall be solely responsible for the cost of any labor required in order to allow Seller to gain access to the Goods in order to allow Seller to assess the claimed defects; and (iii) Buyer shall be responsible for all costs of installation of all Goods replaced or repaired by Seller under this Warranty. If Seller determines that any claimed defect is not, in fact, covered by this Warranty, Buyer shall pay Seller its then customary charges for any repairs or replacements made by Seller. Any suit or action brought under this Warranty must be commenced not later than ninety (90) days after the expiration of the Warranty Period, notwithstanding any statute of limitations to the contrary. Buyer shall provide Seller with satisfactory evidence that all the Goods have been maintained in accordance with Seller's instructions as stated in the installation, operations and maintenance (IOM) manual provided by Seller to Buyer.

This Warranty does not apply to, and is rendered null and void by, any Goods which, after leaving Seller's manufacturing plant, are: (i) not properly functioning as a result of defects or errors made by third parties in engineering designs or specifications related to the Goods (ii) repaired or altered without Seller's prior written approval; or (iii) improperly stored, installed or operated, including any Goods operated beyond its rated capacity or without required safety devices and protective measures; or (iv) the subject of intentional or negligent misuse, misapplication, neglect, or accident; or (v) installed contrary to Seller's instructions; or (vi) the subject of start-up, inspections, or instructions in the operation or maintenance performed by any person who is not an authorized representative of Seller; or (vii) damaged from corrosion, erosion, or any other deterioration occurring after the Goods, or parts thereof, leave the point of manufacture; or (viii) not maintained in accordance with Seller's instructions as stated in the Installation, Operation and Maintenance (IOM) Manual provided by Seller to Buyer.

This Mechanical Warranty shall not apply to products or parts which are not manufactured by Seller. Buyer's sole remedy for defective products and parts not manufactured by Seller shall be solely as provided under the warranty, if any, of the original manufacturer of such products and parts. All warranty claims for defective products and parts not manufactured by Seller shall be submitted directly to the original manufacturer for coverage.

The obligations of Seller under this Warranty are subject to, and contingent upon, Buyer not being in breach of any of its payment obligations to Seller for the Goods.

This Warranty is provided by Seller, and accepted by Buyer, in lieu of all other warranties and remedies, express or implied. Seller disclaims the implied warranties of merchantability and fitness for a particular purpose, and any implied warranties arising from course of performance, course of dealing, or usage or trade. Seller shall not be liable under this Mechanical Warranty to Buyer or any other party for direct, special, consequential, indirect or incidental damages of any kind, including, but not limited to, loss of profits. Seller's sole obligation and Buyer's exclusive remedy for warranty claims relating to any Goods is as stated in this Mechanical Warranty.

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; **Note: Please provide justification.**
- (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; **Note: If this is a Single Source Standard or OEM, please provide proper backup documentation.**
- (c) the Services are a follow-up of Services that may only be done efficiently and effectively by the Vendor that rendered the initial Services to JEA, provided the Procurement of the initial Services was competitive;
- (d) at the conclusion of a Pilot Project under Section 3-118 of this Code, the Procurement of Supplies or Services tested during the Pilot Project, provided the Vendor was competitively selected for the Pilot Project.

3-113 Emergency Procurements

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

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

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

Please provide the following information:

Vendor Name:

Walker Process Equipment

Description of Services or Supplies provided by Vendor:

The scope is to furnish effluent troughs, skimmer, and scum box for installation in the South primary clarifier at Cedar Bay WRF. Walker Process Equipment is the original manufacturer of the south primary clarifier at Cedar Bay. Since it is not a complete rehabilitation, the new components of the clarifier must be compatible with the remaining components of the clarifier. Walker Process Equipment is the only manufacturer that can ensure complete compatibility between older components and the new components of the clarifier.

Award #R1 4/30/2026 Supporting Documents

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):

Single Source Procurement. Please state which subsection of Section 3-112 above applies to this Single Source Procurement: c) the Services are a follow-up of Services that may only be done efficiently and effectively by the Vendor that Is this Single Source also a Ratification? Yes No If yes, explain

OR

Emergency Procurement - Please state which subsection of Section 3-113 above applies to this Emergency N/A
Is this Emergency also a Ratification? Yes No If yes, explain

Robert Zammataro
 Digitally signed by Robert Zammataro
Date: 2026.04.03 07:20:30-04'00'
Signature of JEA Business Unit Chief (or designee)
Robert Zammataro
Name of JEA Business Unit Chief (or designee)

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.