



City of Jacksonville Beach

Agenda

11 North Third Street
Jacksonville Beach, Florida

City Council

Monday, February 5, 2024

6:00 PM

Council Chambers

MEMORANDUM TO:

The Honorable Mayor and
Members of the City Council
City of Jacksonville Beach, Florida

Council Members:

The following Agenda of Business has been prepared for consideration and action at the Regular Meeting of the City Council.

OPENING CEREMONIES: INVOCATION, FOLLOWED BY SALUTE TO THE FLAG

CALL TO ORDER

ROLL CALL

APPROVAL OF MINUTES

- A. Regular City Council Meeting held on January 16, 2024
- B. Council Workshop held on January 24, 2024

APPROVAL OF THE AGENDA

ANNOUNCEMENTS

COURTESY OF THE FLOOR TO VISITORS

CONSENT AGENDA

- A. Approve a Community Development Block Grant application for FY 2024-2025
- B. Approve a Commercial Lease Agreement with Heart Utilities of Jacksonville, Inc., for property in the Industrial Park retroactive to February 1, 2024

MAYOR AND CITY COUNCIL

- A. McQueen Proclamation
- B. Discussion on Appointment of Council Seat 4 - District 1

CITY CLERK

CITY MANAGER/NEW BUSINESS

- A. Award/Reject RFP No. 01-2324 to Trayer Engineering Corp. and Wesco Distribution, Inc., for the supply, repair, and upgrade of switchgears for Beaches Energy Services
- B. Award/Reject Bid No. 2223-13 to Stuart C. Irby for the purchase of high voltage circuit breakers for an amount not to exceed \$718,009

RESOLUTIONS

- A. Adopt/Deny Resolution No. 2167-2024 approving the honorary street name designation application for Honoree Margaret McQueen
- B. Adopt/Deny Resolution No. 2168-2024 scheduling a municipal election for certain offices, scheduling qualifying period for candidates, designating places of polling, and opening and closing of poles

ORDINANCES**ADJOURNMENT**

NOTICE

In accordance with Section 286.0105, Florida Statutes, any person desirous of appealing any decision reached at this meeting may need a record of the proceedings. Such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The public is encouraged to speak on issues on this Agenda that concern them. Anyone who wishes to speak should submit the request to the City Clerk or to the recording secretary prior to the beginning of the meeting. These forms are available at the entrance of the City Council Chambers for your convenience.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in this meeting should contact the City Clerk's Office at (904) 247-6299 no later than one business day before the meeting.

**Minutes of Regular City Council Meeting
held Tuesday, January 16, 2024 at 6:00 P.M.
in the Council Chambers, 11 North 3rd Street,
Jacksonville Beach, Florida**



OPENING CEREMONIES: INVOCATION, FOLLOWED BY SALUTE TO THE FLAG

Council Member Janson provided the invocation, followed by the Pledge of Allegiance.

CALL TO ORDER:

Mayor Hoffman called the meeting to order at 6:00 P.M.

ROLL CALL:

Mayor: Christine Hoffman

Council Members: Sandy Golding Bill Horn Dan Janson
Fernando Meza Greg Sutton

Also present were: City Manager Mike Staffopoulos, Utility Plant Operations Supervisor Phillip Brown, and City Clerk Sheri Gosselin.

APPROVAL OF MINUTES:

Motion: It was moved by Ms. Golding, seconded by Mr. Janson, and passed unanimously to approve the following minutes:

- Special City Council Meeting held on December 18, 2023
- Regular City Council Meeting held on December 18, 2023
- Special City Council Meeting held on December 20, 2023
- Special City Council Meeting held on January 5, 2024
- Council Briefing held on January 8, 2024

APPROVAL OF THE AGENDA

City Manager Mike Staffopoulos stated that staff would like to pull Consent Agenda Item C and Ordinance Item B from the agenda.

Motion: It was moved by Ms. Golding, seconded by Mr. Janson, and passed unanimously to approve the agenda with the City Manager's proposed changes.

Voice Vote: In a voice vote, the motion passed unanimously.

ANNOUNCEMENTS:

Council Member Golding thanked Mayor Hoffman for her participation in the 2024 State of the Beaches meeting. Ms. Golding recognized the Martin Luther King Celebration hosted by the Rhoda L. Martin Cultural Heritage Center. She announced a [Council] workshop would be held on January 24, 2024, to discuss the first draft of the Comprehensive Plan amendments. Ms. Golding also attended the weekly Florida League of Cities call and noted Senate Bill (SB) 280 on vacation rentals would be heard in the Fiscal Policies Senate Committee this week. She mentioned some Enterprise Fund Transfer bills that would be considered could negatively affect the City fiscally. Ms. Golding encouraged everyone to reach out to Representative Wyman Duggan on those bills. She noted the bill to repeal the local business tax [HB 609] now had a House Companion bill. She also issued a reminder the Donna Marathon weekend would be held February 2-4, 2024.

COURTESY OF THE FLOOR TO VISITORS:

- Denise DiDonato, 1226 9th Street North, Jacksonville Beach, spoke about the vacant City Council seat.
- The following spoke about the Urban Trails Project:
 - Robert Sherman, 1103 15th Avenue North, Jacksonville Beach. Mr. Sherman provided a handout [on file].
 - Bronwyn Fillion, 63 37th Avenue South, Jacksonville Beach
 - Cathy Hilf, 3627 1st Street South, Jacksonville Beach
 - Delina Auld, 130 15th Avenue North, Jacksonville Beach
 - Ken Marsh, 2011 Gail Avenue, Jacksonville Beach. Mr. Marsh provided a handout [on file].
 - Michele Matisoo, 139 37th Avenue South, Jacksonville Beach
 - Pete Matisoo, 139 37th Avenue South, Jacksonville Beach

CONSENT AGENDA:

- Item A Accept the Monthly Financial Reports for the month of December 2023**
- Item B Approve a Commercial Lease Agreement with Franklin Electric Service, Inc., for property in the Industrial Park**
- Item C ~~Approve a Commercial Lease Agreement with Heart Utilities of Jacksonville, Inc., for property in the Industrial Park~~ This item was pulled from the agenda.**
- Item D Adopt Resolution No. 2166-2024 amending towing and storage of vehicle fees**
- Item E Accept a Training and Education Grant from the United States Lifesaving Association in the amount of \$1,000 for the Ocean Rescue Division**
- Motion:** It was moved by Ms. Golding, seconded by Mr. Janson, to approve the Consent Agenda.

Voice Vote: In a voice vote, the motion passed unanimously.

MAYOR AND CITY COUNCIL:

- Item A Proclamation for Arbor Day**

Mayor Hoffman announced the proclamation declaring Friday, February 2nd, 2024, as Arbor Day.

- Item B Presentation of Resolution of Esteem to Council Member Cory Nichols**

Mayor Hoffman presented a Resolution of Esteem to former Council Member Cory Nichols.

- Item C Election of Mayor Pro-Tem**

Mayor Hoffman introduced the item.

The following spoke on the item:

- Michelle Tipton, 2333 Azalea Drive, Jacksonville Beach

- John Tipton, 503 6th Street North, Jacksonville Beach

Mayor Hoffman opened the floor for nominations.

Council Member Sutton nominated Council Member Janson.

Council Member Horn nominated Council Member Golding.

Mayor Hoffman closed the floor for nominations.

Discussion: A discussion ensued about the nominees.

Roll Call Vote: Horn – Golding
Janson – Janson
Meza – Janson
Sutton – Janson
Golding – Golding
Mayor Hoffman – Golding

Council Member Golding was elected Mayor Pro-Tem by a coin toss due to the tie vote.

CITY CLERK: None

CITY MANAGER/NEW BUSINESS:

Item A **1. Appoint Thad Moseley as the 1st Alternate Member to the Community Redevelopment Agency to serve a four-year term beginning in January 2024, and expiring December 31, 2027; and**

2. Appoint a new 2nd Alternate Member to the Community Redevelopment Agency to serve an initial three-year term beginning in January 2024, and expiring December 31, 2026

Motion: It was moved by Ms. Golding, seconded by Mr. Janson, to appoint Thad Moseley as the 1st Alternate Member to the Community Redevelopment Agency to serve a four-year term beginning in January 2024, and expiring December 31, 2027.

Discussion: None

Roll Call Vote: Ayes – Horn, Janson, Meza, Sutton, Golding, Mayor Hoffman

The motion passed unanimously.

Mayor Hoffman opened the floor for nominations for the 2nd Alternate Member of the Community Redevelopment Agency.

Council Member Janson nominated Ron Whittington.

Council Member Golding nominated David Smith.

Mayor Hoffman closed the floor for nominations.

Discussion: A discussion ensued about the nominees.

Roll Call Vote: Janson – Whittington
Meza – Smith
Sutton – Whittington
Golding – Smith
Horn – Whittington
Mayor Hoffman – Whittington

Mr. Whittington was appointed as the 2nd Alternate Member to the Community Redevelopment Agency to serve an initial three-year term beginning in January 2024, and expiring December 31, 2026.

Item B Approve/Disapprove an Employment Agreement with Mr. David Migut for the position of City Attorney

Mayor Hoffman provided background on the item.

Motion: It was moved by Ms. Golding, seconded by Mr. Janson, to approve an Employment Agreement with Mr. David Migut for the position of City Attorney.

Discussion: None

Roll Call Vote: Ayes –Meza, Sutton, Golding, Horn, Janson, Mayor Hoffman

The motion passed unanimously.

Item C Approve/Disapprove emergency replacement of two sanitary sewer pumps at Lift Station #10 for an amount not to exceed \$240,704

Utility Plant Operations Supervisor Phillip Brown provided background on the item.

Motion: It was moved by Ms. Golding, seconded by Mr. Janson, to approve emergency replacement of two sanitary sewer pumps at Lift Station #10 for an amount not to exceed \$240,704.

Discussion: A discussion ensued about the life expectancy of the pumps.

Roll Call Vote: Ayes – Sutton, Golding, Horn, Janson, Meza, Mayor Hoffman

The motion passed unanimously.

RESOLUTIONS: None

ORDINANCES:

Item A Adopt/Deny Ordinance No. 2023-8208 on the second reading amending City Code of Ordinances Chapter 28 - Streets, Sidewalks, and Other Public Places, Section 28-12(m) Expiration

Mayor Hoffman requested the City Clerk read Ordinance No. 2023-8208 by title only, whereupon Ms. Gosselin read the following:

“AN ORDINANCE OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AMENDING CITY CODE OF ORDINANCES CHAPTER 28 - STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES, SECTION 28-12(m) EXPIRATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY, SCRIVENER’S ERRORS, CODIFICATION, AND AN EFFECTIVE DATE.”

Mayor Hoffman read the following: “This ordinance is before this Council for a public hearing and consideration on its second reading.

I will now open the public hearing on Ordinance No. 2023-8208.”

Public Hearing: No one came forward to speak. Mayor Hoffman closed the public hearing.

Motion: It was moved by Ms. Golding, seconded by Mr. Janson, to adopt Ordinance No. 2023-8208 on the second reading amending City Code of Ordinances Chapter 28 - Streets, Sidewalks, and Other Public Places, Section 28-12(m) Expiration.

Discussion: None

Roll Call Vote: Ayes – Golding, Horn, Janson, Meza, Sutton, and Mayor Hoffman

The motion passed unanimously.

Item B **Approve/Disapprove Ordinance No. 2024-8209 on the first reading to Rezone property owned by South Jax Rentals, LLC, located at 501 1st Street South, and schedule a second reading for February 5, 2024**

Item B was removed from the agenda.

ADJOURNMENT:

Motion: It was moved by Ms. Golding, seconded by Mr. Janson, to adjourn.

Voice Vote: Ayes: Golding, Janson, Meza, Mayor Hoffman,
 Nays: Horn, Sutton
 The motion passed 4-2.

There being no further business, the meeting adjourned at 6:56 P.M.

Submitted by: Sheri Gosselin
City Clerk

Approval:

Christine H. Hoffman, MAYOR

Date: _____

Minutes of City Council Workshop
Wednesday, January 24, 2024 – 6:00 P.M.
City Council Chambers, 1st Floor
11 North 3rd Street, Jacksonville Beach, FL



The City Council Workshop began at 6:01 P.M.

The following City Council Members were in attendance:

Mayor: Christine Hoffman

Council Members: Sandy Golding Bill Horn Dan Janson
Fernando Meza Greg Sutton

Also present were City Manager Mike Staffopoulos, Director of Planning and Development Heather Ireland, Senior Planner Christian Popoli, Planner Danevsky Joseph, Blair Knighting and Sophie Brennan of Kimley-Horn and Associates, Inc., and Administrative Assistant Monica McDaniel.

Purpose of Workshop

The purpose of this workshop was to discuss the first draft of the proposed updated comprehensive plan elements discuss the Land Development Code Zoning Districts.

Blair Knighting of Kimley-Horn and Associates, Inc., provided a handout of the draft Comprehensive Plan [on file] and presented a PowerPoint [on file] highlighting the following topics:

- Future Land Use
- Transportation
- Housing
- Public Facilities
- Conservation & Coastal Management
- Recreation and Open Space
- Historic Preservation
- Public School Facilities

A discussion ensued regarding the current wording, format, addition of definitions, and update of the proposed language. Council Member Golding stated that she was apprehensive about the transition from the use of Goal, Objective, and Policy, to Vision, Intent, and Strategy, as the state currently uses Goal, Objective, and Policy. Ms. Knighting advised the state could not govern the use of Vision, Intent, and Strategy, and the new language is typically used in current plans being implemented.

Future Land Use

A discussion ensued regarding subsections that addressed existing land use, adding specific language, open space and active recreation space, residential subdivisions, sidewalks, coordination with Jacksonville Transit Authority, impervious surface, state statutes addressed in the Future Land Use section, accessory dwelling units, future development and redevelopment, and adding definitions to address land use concerns.

Transportation

A discussion ensued regarding the proposed maps in the Comprehensive Plan, and subsections addressing the functional classification of Penman Road, current language, impact fees, references to the Urban Trails Master Plan, and Complete Streets.

Housing

A discussion ensued regarding the number of estimated new households provided in the proposed plan, census data, term definitions, current wording, and items from the current Comprehensive Plan that should be added to the proposed Comprehensive Plan.

Public Facilities

Ms. Golding brought forth a concern regarding the minimum level of service for solid waste collection and disposal planning. Ms. Knighting advised engineers in the Public Works Department provided the information in the proposed Comprehensive Plan.

Conservation & Coastal Management

A discussion ensued regarding subsections addressing distinguishing public versus private access to the beach, removing references to sand fencing, FEMA (Federal Emergency Management Agency) regulations, base flood elevation standards, the Coastal High Hazard Map, and the need for post-disaster emergency objectives and policies in the proposed Comprehensive Plan.

Recreation and Open Space

Council Member Horn raised a question regarding the definition of the term “sports courts,” and suggested that basketball courts be considered separate from them. Ms. Knighting clarified that “sports courts” referred explicitly to Tennis and Pickle ball courts; basketball courts are addressed separately in the Comprehensive Plan. Council Member Meza asked whether pools would be included in this section of the Comprehensive Plan. Ms. Knighting advised the pools were referenced in the second page of the section. City Manager Mike Staffopoulos suggested the addition of splash pads when referencing pools in this section.

Historic Preservation

Ms. Golding asked who would be completing the surveys of the structures referenced in the Comprehensive Plan. Ms. Knighting recommended hiring a consultant and applying for a grant to fund the survey. Mayor Hoffman advised that a survey was previously completed in 2003, and needed to be updated. A discussion ensued regarding specific neighborhoods with homes over fifty years old.

Public School Facilities

Mr. Horn noted a requirement for Council to meet with the DCPS (Duval County Public Schools) and the legislative bodies of other municipalities on an “annual basis” and proposed the time frame be changed. Mr. Staffopoulos suggested changing the language from “annual basis” to an “as needed basis.” Ms. Knighting advised she would make the appropriate change.

General Discussion

Mr. Meza asked if the Comprehensive Plan would be reviewed by the City Attorney to ensure compliance with state statutes. Ms. Knighting explained the plan would be reviewed by the City Attorney and the State before transmittal. A discussion ensued regarding the process of transmittal, whether a strike-through version of the Comprehensive Plan would be made available, and a time frame for reviewing the Land Development Code. Mr. Staffopoulos gave an overview of the transmittal process and verified with Ms. Knighting the steps for moving forward with the transmittal. A discussion ensued regarding when the Comprehensive Plan was last reviewed.

The workshop adjourned at 7:18 P.M.

Submitted by: Monica McDaniel
Administrative Assistant

Approved:

Christine Hoffman, Mayor

Date: _____



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Jason Phitides, Director of Parks and Recreation
DATE:	01/08/2024
SUBJECT:	Community Development Block Grant Application for Carver Center

BACKGROUND

The City participates with the City of Jacksonville, along with the other beach cities, in sharing the Entitlement Funding our region receives from Federal Community Development Block Grants (CDBG). CDBG funding must be expended to improve the quality of life for low and moderate income families. The City's allocation is used to fund the Carver Center Recreation Program.

The funding request is to cover the salaries and benefits for two staff members at the Carver Center, the Recreation Supervisor and Recreation Leader.

FINANCIAL IMPACT

The total amount of the grant request is \$192,118.00. Continuing this program at the same service level during FY 2024-2025 requires approximately \$363,000.00. In FY 2023-2024 we requested \$140,900.31 and received 100% of the request for this program.

REQUESTED ACTION

Approve a Community Development Block Grant application for FY 2024-2025

ATTACHMENTS

1. 2024-2025 COJ Internal Application
2. CDBG Application - Project Description
3. 2024-2025 Budget Form_CDBG

Neighborhoods Department
Housing and Community Development Division

City of Jacksonville Beach
2024-2025 CDBG Internal Application

PROJECT DESCRIPTION, DELIVERY AND BUDGET

The Carver Center Recreation Program provides a safe environment for the Pablo Beach South children, through supervised after-school and summer activities. The program is community driven and expands learning opportunities that support developmentally appropriate cognitive, physical, social and emotional outcomes. In addition, the program offers a balance of academic support and recreation.

Activities at the Carver Center are geared towards providing opportunities for children to learn, explore and excel at a variety of different skill sets. Activities include sports (basketball, softball, flag football and kickball), homework assistance and special events, such as dances, field trips and community days. These activities create opportunities for the community to come together. The Carver Center Recreation Program also provides a place within the target population to assist neighborhood adults and parents with enrollment in public assistance programs and identifying additional resources within the community.

A full-time Recreation Supervisor and full-time Recreation Leader manage the program. These positions are year-round and are funded through the Community Development Block Grant awarded to the City of Jacksonville Beach.

APPLICATION APPROVED AND SIGNED BY DEPARTMENT DIRECTOR

NAME: Michael J. Staffopoulos

(Signature):

TITLE: City Manager
(Department Director)

DATE SIGNED:

**UNIVERSAL FUNDING APPLICATION FISCAL YEAR 2024-2025
BUDGET FORM**

SOURCES OF FUNDS	PROPOSED BUDGET FY 2024-2025
A. FUNDS REQUESTED	\$ 192,118.00
B. SOURCES OF MATCHING FUNDS	
Match Funds	\$ 153,000.00
Leverage Funds	\$ 0.00
Donations/In Kind	\$ 17,882.00
TOTAL SOURCES OF FUNDS	\$ 363,000.00
This table is automatically filled based on calculations in worksheet below.	

Agency Name: City of Jacksonville Beach

Project Name: Carver Center Recreation Program

Project Type: Public Service

ITEM #	DESCRIPTION OF WORK	A		B		
		TOTAL PROJECT COST	FUNDS REQUESTED	SOURCES OF MATCHING FUNDS		
				Match Funds 1	Leverage Funds 2	Donations/In Kind 3
1	Salary for Recreation Supervisor	\$ 84,423.20	\$ 84,423.20			
2	Benefits for Recreation Supervisor	\$ 31,536.98	\$ 31,536.98			
3	Salary for Recreation Leader	\$ 52,715.75	\$ 52,715.75			
4	Benefits for Recreation Leader	\$ 23,442.07	\$ 23,442.07			
5	Administrative Expenditures - Personnel Svcs	\$ 5,000.00		\$ 5,000.00		
6	Svcs to Clients - Expend - Personnel Svcs (Maintenance)	\$ 8,670.00		\$ 8,670.00		
7	Svcs to Clients - Expend - Personnel Svcs (Volunteers)	\$ 17,882.00				\$ 17,882.00
8	Professional Services	\$ 6,000.00		\$ 6,000.00		
9	Communications Services	\$ 4,000.00		\$ 4,000.00		
10	Utility Services	\$ 14,000.00		\$ 14,000.00		
11	Rentals & Leases	\$ 2,000.00		\$ 2,000.00		
12	Insurance	\$ 3,672.00		\$ 3,672.00		
13	Repair & Maintenance	\$ 7,500.00		\$ 7,500.00		
14	Operating Supplies	\$ 5,000.00		\$ 5,000.00		
15	Depreciation	\$ 97,158.00		\$ 97,158.00		
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
	TOTAL PROJECT COST	\$ 363,000.00	\$ 192,118.00	\$ 153,000.00	\$ 0.00	\$ 17,882.00



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Luis Flores, Property and Procurement Officer through Ashlie Gossett, Chief Financial Officer
DATE:	01/19/2024
SUBJECT:	Commercial Lease Agreement with Heart Utilities of Jacksonville, Inc., for Property in the Industrial Park

BACKGROUND

The City owns property on 10th Street South known as the Jacksonville Beach Industrial Park. Since 2016, parcel 740-B has been leased to Heart Utilities of Jacksonville, a local licensed electrical contractor. The current lease expired on January 31, 2024. The tenant wishes to remain at this location and enter into a new lease agreement with the City.

The new lease agreement would begin retroactively February 1, 2024 and includes the following key provisions:

- The lease is for three years and renewable for up to two additional one-year terms.
- Either party may terminate the lease with 30 days written notice.
- Monthly rent will be \$1,098.11 due on the first of each month based on the property's square footage.
- The rent will increase by 4% annually on October 1.
- The tenant is responsible for all applicable taxes, including ad valorem taxes.

FINANCIAL IMPACT

Revenues received from the City's Industrial Park are used to fund technology purchases such as annual license agreements and computer replacements.

REQUESTED ACTION

Approve a Commercial Lease Agreement with Heart Utilities of Jacksonville, Inc., for property in the Industrial Park retroactive to February 1, 2024

ATTACHMENTS

1. Heart Utilities Lease Agreement - Tenant Signed

CITY OF JACKSONVILLE BEACH LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into on February 1, 2024 by and between the City of Jacksonville Beach, Florida (hereinafter, "Lessor"), a municipal corporation organized and existing under the laws of the State of Florida, whose principal address is 11 North Third Street, Jacksonville Beach, FL 32250, and Heart Utilities of Jacksonville, Inc., whose mailing address is 1180 Lane Avenue South, Jacksonville, Florida 32205 (hereinafter, "Lessee").

I. PREMISES

In consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the Lessee, Lessor does hereby lease to the Lessee certain premises in Jacksonville Beach, Duval County, Florida described as follows:

Industrial Park, located at 740-B 10th Street South, Jacksonville Beach, Florida 32250, which consists of 10,059 square feet (hereinafter "Leased Premises").

II. RENT

Commencing on February 1, 2024, Lessee agrees to pay Lessor \$1,098.11 on the first day of each and every month as the Initial Rent for the Leased Premises. Initial Rent for the first year is as calculated in Article XXV below. Such Initial Rent shall increase by 4% on October 1, 2024, and shall increase by 4% of the then current monthly rent on October 1 of each and every year thereafter.

A late fee in the amount equal to 1.5% of the current monthly rent due shall be assessed against the Lessee if the full amount of monthly rent due has not been received by the Lessor by the 8th day of each month.

Lessor shall make rent payable and delivered to:

City of Jacksonville Beach
11 North Third Street
Jacksonville Beach, Florida 32250.

III. LEASE TERM

The initial term of this Lease shall be three years, commencing on February 1, 2024, and terminating on February 1, 2027, unless earlier terminated subject to the terms and conditions of this Lease ("Initial Term"). Lessor hereby grants the option to renew this Lease for two additional one-year terms, for a maximum lease period of no more than five years. For any renewal period, Lessee may only exercise the option to renew for the one-year term next succeeding the current term. Lessee shall exercise the option to renew by providing Landlord written notice of such intent no sooner than 90 and no later than 30 days prior to the expiration of the current term.

IV. TERMINATION OF PRIOR LEASEHOLD/TENANCY

Lessee agrees that this Lease shall operate to terminate any prior, unwritten, rental arrangement or use agreement between the Lessor and Lessee for the Leased Premises, and that the terms of this Lease shall govern the parties for any term hereof.

V. TERMINATION/EXPIRATION OF TERM/HOLDOVER PROVISIONS

Either party may terminate this Lease Agreement without cause and without penalty upon 30 days' written notice to the other as provided in Article XXI below.

At the termination or expiration of this Lease, Lessee shall remove all of its personal property from the Leased Premises and surrender the Lease Premises to the Lessor in as good a state of repair as it was delivered to Lessee at the commencement of this lease, reasonable wear and tear excepted. If after seven (7) calendar days from the date of termination or expiration the Lessee has failed or refused to remove all of its personal property from the Leased Premises, the Lessor shall have the right to remove such personal property from the Lease Premises, without liability to Lessee for any damage or loss of such personal property that may directly or indirectly result from Lessor's removal, at the cost and expense of the Lessee. Lessee agrees that Lessor shall at no time during or after this leasehold have a duty to protect the condition or provide for the safekeeping of Lessee's personal property. If Lessee holds over (fails or refuses to surrender possession of the Leased Premises) after the expiration or termination of this Lease, such tenancy shall be from month-to-month only and shall be payable at a monthly rate of two times the monthly rent due, as calculated under the provisions of Section II. No holding over by Lessee shall constitute or operate to extend any term of this Lease. Lessee agrees to pay any and all costs incurred by Lessor, including actual attorney's fees and legal expenses, arising out of or related to Lessee's failure or refusal to surrender the Leased Premises after the expiration or termination of this Lease.

VI. EVENTS OF DEFAULT/TERMINATION FOR DEFAULT

If the Lessee defaults in the performance of any obligation, covenant, or agreement in this Lease, and fails to correct or cure such default within 30 days of notice of default from the Lessor, the Lessor, at its sole option, may terminate this Lease, which shall be effective 15 calendar days after written notice of termination from the Lessor to Lessee.

VII. WAIVER OF DEFAULT

The Lessor's failure to act with regard to any default or breach by the Lessee of any obligation, covenant, or agreement in this Lease shall not constitute a waiver of any such obligation, covenant, or agreement or the waiver of any subsequent obligation, covenant, or agreement.

VIII. PERMITTED USE

Lessee may use the Leased Premises for the expressed purpose of providing office space to perform such functions commensurate with the services the Lessee renders to the public. No other uses or deviations will be permitted without consent of the Lessor. The Lessee shall not use the Leased Premises for any unlawful use nor in any manner that is in violation of local or state law or regulation. Lessee agrees to comply with all federal, state, and

local laws and regulations that apply or may apply to Lessee's possession and use of the Leased Premises.

IX. "AS-IS" DELIVERY, IMPROVEMENTS, MAINTENANCE, AND REPAIR

Lessor shall deliver, and the Lessee agrees to accept, the Leased Premises "as is" "where is", except to the extent expressly provided in this Lease. The Lessee shall, during the term of this lease and at the Lessee's sole expense, be responsible for all costs and expenses, whether foreseen or unforeseen, of any improvements, repairs, services, and utilities required to operate and maintain the Leased Premises, including HVAC system repairs. Lessee agrees to keep the interior of the Leased Premises in as good a state of repair as it was delivered to Lessee at the commencement of this lease, reasonable wear and tear excepted. The Lessee shall be responsible for and pay for any damage to the Leased Premises caused by said Lessee.

Lessor shall maintain and keep in repair the exterior of the Leased Premises during the terms of this lease and shall be responsible for the replacement of all windows broken or damaged in the Leased Premises, except such breakage or damage caused to the exterior of the Leased Premises by the Lessee, its officers, agents, or employees.

X. ALTERATIONS

Lessee shall not make any alterations, changes, additions, or improvements to the Leased Premises without the express written consent of the Lessor. If, because of any act or omission of the Lessee, his successors or assigns, any mechanics, material men, laborers or other liens or other order for payment of money shall be filed against the Leased Premises, or any part thereof, or against the Lessor, then the Lessee shall, at Lessee's own cost and expense, cause the same to be canceled and discharged of record, and further shall indemnify and hold harmless the Lessor from and against any and all costs, expenses, claims, losses or damages, including reasonable attorney's fees, resulting therefrom or by reason thereof.

XI. INJURY OR DAMAGE TO PROPERTY ON PREMISES

All property of any kind that may be on the Leased Premises during this lease shall be at the sole risk of the Lessee, and Lessor shall not be liable to the Lessee or any other person for any injury, loss or damage to property or to any person on the Leased Premises. Lessor shall be held harmless against all claims for bodily injury, sickness, disease, death, or personal injury or damage to property or loss of use resulting therefrom, arising out of this Lease unless such claims are a result of the Lessee's sole negligence.

XII. LIMITATION OF LIABILITY

a. Lessee represents that Lessee has inspected the Leased Premises, any improvements located thereon, and the roadways and any other means of ingress and egress from the Leased Premises. Lessee accepts the condition of the Leased Premises and fully assumes all risks incidental to the use of the roadways and the Leased Premises. Lessor shall not be liable to Lessee's agents, employees, visitors, guests or invites from any cause or condition whatsoever. Lessor makes no warranty of the suitability of the Leased Premises for the use contemplated herein.

b. Lessor shall not be liable to Lessee for any claim for compensation or any losses, damages or injuries sustained by Lessee resulting from failure of any water supply, heat or electrical current, whether on the surface or underground, including stability, moving, shifting, settlement or is placement of materials by fire, water, windstorm, tornado, act or state of war, civilian commotion or riot, or any other cause beyond the control of the Lessor.

XIII. INSURANCE AND INDEMNIFICATION

a. Commencing on February 1, 2024 and continuing until the expiration or termination of this Lease, and at Lessee's sole cost and expense, Lessee shall procure, maintain, and pay for a Commercial General Liability insurance policy providing coverage which protects Lessor and Lessee from claims arising from bodily injury, property damage, operations, premises, and fire liability. This insurance policy shall have a combined single limit of not less than \$2,000,000.00. The City of Jacksonville Beach shall be named as an "additional insured" under said policy. Lessee shall ensure that Lessor is provided a minimum of 30 days' notice of any policy change or amendment, including cancellation. Lessee's insurance, including that applicable to Lessor as an additional insured, shall apply on a primary basis and any other insurance maintained by Lessor shall be in excess of and shall not contribute with Lessee's insurance.

b. Commencing on February 1, 2024 and continuing until the expiration or termination of this Lease, and at Lessee's sole cost and expense, Lessee shall provide, maintain, and pay for a property insurance policy providing coverage for the Leased Premises, including any improvements and betterments which may be insurable as part of the realty. Said property insurance shall cover the improvements and betterments from loss due to fire, windstorm, and any other peril included in the broadest available standard form of extended coverage. Coverage shall be in an amount sufficient to meet the co-insurance requirements of the policies, but not less than the full insurable value thereof. Deductibles for all perils shall not be greater than \$1,000.00. The policy shall be endorsed to make any loss payments payable jointly to Lessor and Lessee for losses covered under such policies. Lessee shall have the right to use the proceeds of any such policy in the event of loss to repair or replace the damaged or destroyed building, improvements, betterments, and equipment; otherwise, the entire proceeds of such policy shall become payable to Lessor.

c. Lessee shall provide Lessor with certificates of insurance stating that the required coverages are in force within 10 days after execution of the Lease, and annually thereafter. Lessee shall supply proof of insurance subject to all requirements of this Section to Lessor for any Lessor-approved subleases at the inception of the sublease and annually thereafter as long as the sublease remains in effect.

d. Recognizing the extended term of this Lease, Lessor agrees that Lessee shall have the right to periodically review the adequacy of the required insurance and amend the insurance requirements of this section. Factors which may be considered include, but are not limited to, changes in generally accepted insurance industry standards and practices, changes in Lessee's use of the premises, measurable changes in local and national economic indicators, and changes in City policies and procedures.

e. No oral or written statement or communication by the Lessor acknowledging that the Lessee's insurance satisfies the requirements herein shall constitute the Lessor's approval of the Lessee's insurer or insurance coverage or shall alter in any way the Lessee's sole responsibility and liability for any inadequacy of insurance coverage or any failure of insurers.

f. Lessee shall defend, indemnify, and hold harmless Lessor, its elected and appointed officials, employees, and agents, from and against any and all liabilities, losses, damages, costs, expenses, causes of actions, lawsuits, claims, demands, or judgments of any kind or nature whatsoever arising from or related in any manner to Lessee's use of the Leased Premises regardless of Lessee's fault or negligence, except that said duty to indemnify shall not extend or be applicable to injury, death, or property damage arising from willful misconduct of the Lessor, its elected or appointed officials, employees, and agents. The indemnification obligations herein provided shall also extend to claims arising during any term of this lease and asserted after the expiration or termination of this Lease.

XIV. JANITORIAL AND WASTE COLLECTION SERVICES

Lessee shall be responsible for the cost and expense of any janitorial supplies and services utilized for the Leased Premises. The Lessee must furnish the Lessor with the name of any janitorial service utilized by the Lessee during any term of this Lease. The Lessee agrees that the Lessor reserves the right for Lessor and/or its authorized representative(s) to enter the Leased Premises to inspect and to ensure the facility's use is conformance with the authorizations of this Lease, and is maintained in a clean, sanitary condition upon 24 hours' prior notice, unless such notice is deemed unreasonable to protect the Leased Premises, as shall be determined in the Lessor's sole discretion.

Lessee shall be responsible for the cost and expense for the collection and removal of all rubbish, refuse, solid waste, yard waste, recyclables, noncombustible refuse, construction and demolition debris, industrial waste, hazardous waste, and/or pathological waste, that originates from the Leased Premises during any term of this Lease. If in order for the Lessee to comply with its duty to collect and remove solid or hazardous waste from the Leased Premises the Lessor must perform any related act, the Lessee agrees to reimburse the Lessor for any cost or expense indirectly or directly resulting from such act. Lessee agrees to remit such reimbursement to the Lessor within 30 days of Lessor's demand for payment.

XV. UTILITIES

The Lessee will promptly pay all water, sewer, garbage, and electricity or charges which may become payable during the term of this Lease for the water, sewer, garbage and electricity used by the Lessee on the Leased Premises. Lessor will provide Lessee timely and accurate data on Lessee's monthly consumption or use of electricity, water, sewer, and garbage.

XVI. ENVIRONMENTAL PROVISIONS

a. The Lessee shall be solely responsible for all such costs and expenses which arise out of environmental contamination for which the Lessor may be held liable caused by the Lessee, the Lessee's agents, employees, contractors, or invites during any prior or current tenancy or occupancy of the Leased Premises or any portion thereof.

b. The parties' responsibilities, obligations, and liabilities pursuant to this Lease shall survive the expiration or early termination of this Lease.

c. Nothing in this Lease shall be deemed to be a waiver of the Lessor's right to act against responsible parties for remediation of or payment for environmental contamination on the Leased Premises, nor be deemed to be an assumption by the Lessor

of the responsibility for such remediation or payment, except as may be imposed on the Lessor as a matter of law.

d. The Lessee acknowledges that remediation steps taken to correct any environmental contamination may extend over multiple years and may cause inconvenience and business interruption to the Lessee. The Lessor shall not be liable to the Lessee in any manner for such inconvenience and disruption.

e. Except as properly permitted under federal, state, and local laws and rules and regulations, Lessee shall not conduct nor permit or authorize to any other person, the generation, storage, treatment, or disposal of any hazardous materials (as defined under federal, state, and local environmental laws), on or in any location that might adversely affect or contaminate the Leased Premises. This paragraph shall not apply to properly permitted storage, if any, allowed under the terms of this Lease.

f. The Lessee shall store, utilize, and dispose of all industrial, domestic, hazardous, and solid wastes permitted under the terms of this Lease in accordance with applicable federal, state, and local laws, rules, and regulations.

g. Lessee shall promptly provide the Lessor written notice of any spill or release of hazardous materials at or from the Leased Premises

h. Lessee shall not install or utilize any irrigation wells on the Leased Premises without the written permission of the Lessor.

i. In the event that any environmental condition or any hazardous materials prohibited by or actionable under applicable law should now or hereafter arise from, contaminate, or be located on the Leased Premises (regardless of the source of such condition or materials), Lessee hereby agrees, at its expense, to forthwith (1) remove said materials from the Leased Premises; (2) comply with any and all orders or directives of any federal, state, city, or local agency or department relative thereof; and (3) return the Leased Premises to proper condition without any diminution in the value thereof.

j. Failure of Lessee to comply with the obligations of this section shall constitute a default under the Lease.

XVII. TAXES

Lessee shall pay and be responsible for all applicable taxes (including ad valorem taxes), payments in lieu of taxes, assessments, levies, fees, water and sewer charges, foreseen and unforeseen, which are or may be imposed upon the Leased Premises.

XVIII. FIRE AND OTHER HAZARDS

In the event that the Leased Premises, or the major part thereof, are destroyed by fire, lightning, storm, or other casualty, the Lessor at its option may forthwith repair the damage to such Leased Premises at its own cost and expense.

XIX. SUBLETTING AND ASSIGNMENT

The Lessee shall not sublet or assign all or any part of the Leased Premises without the prior written consent of the Lessor, which may give or withhold such consent as it deems in the best interest of the Lessor, in its sole discretion. Any sublease made or assignment given by the Lessee without Lessor's written consent shall constitute a default by the Lessee and be voidable at the Lessor's election.

XX. AUTHORITY OF CITY MANAGER TO RENEW

If renewed pursuant to the expressed terms of this Lease, the City Manager is authorized to agree to any period of renewal up to the maximum renewals authorized herein. Any new lease entered into between the Lessor and Lessee shall be approved by the City Council.

XXI. NOTICES

The Lessor hereby designates the City Manager or the City Manager's designee as its official representative with the full power to represent the Lessor in all dealings with Lessee in connection with this Lease agreement and the Leased Premises. Lessor may designate by notice in writing, addressed to Lessee, other representatives from time to time and such notice shall have the same effect as if included in the terms of the Lease.

Notice to the Lessor as herein provided shall be sufficient if sent by registered mail, postage paid, to the General Supervisor, Property Management Division, City of Jacksonville Beach, 1460A Shetter Avenue, Jacksonville Beach, Florida 32250, and notice to Lessee in the same manner shall likewise be sufficient if addressed to Lessee at the address of the Leased Premises or such other addresses as may be designated by the Lessor or Lessee in writing from time to time.

XXI. ENTIRE AGREEMENT

Lessor and Lessee understand and agree that no oral arrangements or agreements between them shall affect, supersede, amend, or cancel any term of this Lease, and that this Lease contains all of the terms, obligations, covenants, conditions, and warranties related to the Lessee's possession, use, and occupancy of the Leased Premises and that no term herein may be modified, deleted, or added except in writing and signed by the parties.

XXIII. SEVERABILITY

If any provision of this Lease is held to be illegal, invalid, or unenforceable, such provision shall be fully severable and the remainder of the Lease agreement shall remain in full force and effect and shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of the Lease agreement.

XXIV. GOVERNING LAW

The terms of this Lease shall be governed by the laws of the State of Florida. Lessor and Lessee agree that in the event of a dispute, the courts of Duval County, Florida shall have personal and subject matter jurisdiction over the parties.

XXV. CALCULATION TABLE

INITIAL RENT	
	Year 1
Square footage	10,059
Annual rate per sq. ft.	1.31
Annual rent	13,177.29
Monthly Rent	1,098.11

XXVI. MISCELLANEOUS PROVISIONS

a. Lessee agrees that no signs or advertising matter may be erected on the Leased Premises without the consent of the City Manager or his/her designee and the issuance of a sign permit by the City of Jacksonville Beach Planning & Development Department.

b. Lessee shall pay all legal taxes of any nature, including but not limited to, ad valorem and non-ad valorem taxes, impact fees, and assessments against the Leased Premises and the buildings placed on the premises by the Lessee accruing during the term of this Agreement or any renewal thereof. All ad valorem and non-ad valorem taxes shall be paid to the City of Jacksonville Beach on an annual basis.

c. Lessee expressly agrees for Lessee and Lessee's successors and assigns, that no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination; that the Lessee and Lessee's successors and assigns shall use the premises in compliance with all other requirements imposed by City, State or Federal laws; that in the event of breach of any of the above mentioned nondiscrimination laws, the Lessor shall have the right to terminate the Lease and to reenter and as if said Lease had never been made or issued.

**REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK
[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, we, the LESSOR and LESSEE, have hereunto affixed our hands and seals.

LESSOR - CITY OF JACKSONVILLE BEACH

ATTEST:

Sign: _____
Print: Sheri Gosselin
Title: City Clerk
Date: _____

Sign: _____
Print: Christine H. Hoffman
Title: Mayor
Date: _____

Approved as to form and legal sufficiency:

Clifford B. Shepard
Clifford B. Shepard, City Attorney

Sign: _____
Print: Michael J. Staffopoulos
Title: City Manager
Date: _____

LESSEE – HEART UTILITIES OF JACKSONVILLE, INC.

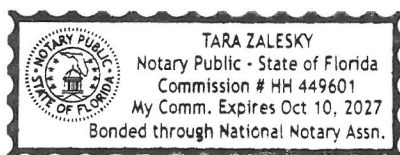
Sign: _____
Print: Edward L. Young Sr.
Title: President
Date: 1/22/2024

(Signature of person with authority to legally bind Heart Utilities of Jacksonville)

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 22nd day of January, 20 24 (year), by Edward Young Sr. [NAME], President [TITLE] of Heart Utilities of Jacksonville, Inc., a Florida Profit Corporation, on behalf of the corporation, who is: ☒ personally known to me; or ☐ has produced _____ [type of identification] as identification.

Tara Mx
Notary Public
My commission expires: 10.10.2027





CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Sheri Gosselin, City Clerk
DATE:	01/17/2024
SUBJECT:	Council Seat 4 - District 1

BACKGROUND

The resignation of Council Member Cory Nichols created a vacancy for Council Seat 4 - District 1. Chapter III. - Elections, Section 23. - Vacancies. of the City Charter states that the City Council shall elect a person to fill the vacant office until the next regular municipal election. The process for filling the vacancy was discussed at the January 8, 2024, Council Briefing. The period for submitting applications to the City Clerk was January 9 - 22, 2024. There were three applications received and provided to Council members. The applicants are Matthew Metz, Ronda Steinke-McDonald, and John Wagner.

The term of the appointee will be until the results of the November 5, 2024, General Election have been certified by the City Council. The process put forth by the Council stated the appointment would be discussed at the City Council meeting on Monday, February 5, 2024.

FINANCIAL IMPACT

None

REQUESTED ACTION

Discussion on Appointment of Council Seat 4 - District 1

ATTACHMENTS

1. Process for Appointment
2. Matthew Metz application
3. Ronda Steinke-McDonald application
4. John Wagner application



Process for Council Seat 4 – District 1 Appointment

- The **application period** is **Tuesday, January 9, 2024, until Monday, January 22, 2024**. Interested individuals can submit an application to the City Clerk's office.
- Council members can meet with applicants as desired.
- The **appointment will be discussed at the City Council meeting on Monday, February 5, 2024**.
 - The floor for nominations will be opened with a roll call vote to follow.
 - When the nominations are closed, the member who made the nomination may speak on the rationale for their nomination.
 - The Council reserves the right to appoint a candidate they believe to be in the best interest of the City.
- **Swearing in** of the newly appointed council member will be held at the **City Council meeting on Tuesday, February 20, 2024**.

PLEASE TAKE NOTE:

- *The candidate appointed to fill Council Seat 4 – District 1 will serve until the results of the 2024 Municipal Election held in November are certified by the City Council.*
- *The appointee is required to submit a Form 6 (sample attached) financial disclosure form electronically to the Florida Commission on Ethics by July 1, 2024.*
- *Should the appointee wish to fill the remainder of the term, which expires November 2026, they are required to file their intent to run for re-election with the City Clerk's Office and qualify to have their name added to the 2024 ballot.*

City of Jacksonville Beach
Office of the City Clerk
11 North 3rd Street
Jacksonville Beach, Florida 32250



Received 01/09/2024

Phone: (904) 247-6299
E-mail: cityclerk@jaxbchfl.net

Application for Appointment to City Council Seat 4 – District 1

Personal Information (Please print or type)

Name: <u>Matthew Tyler Metz</u>	Home Phone: _____
Home Address: <u>610 7th Ave S Jacksonville Beach FL 32250</u>	
E-Mail Address: <u>MTMnJax@Gmail.com</u>	Cell Phone: <u>+1-904-735-3614</u>
Occupation: <u>Healthcare Financial Analyst</u>	Business Phone: <u>+1-904-905-3501</u>
Business Name: <u>Florida Blue Medicare</u>	
Business Address: <u>4800 Deerwood Campus Parkway Jacksonville FL 32246</u>	

Eligibility

Are you a resident of the City?	☒ Yes	☐ No	If yes, length of time: <u>8 years</u>
Are you a registered voter?	☒ Yes	☐ No	If yes, what County: <u>Duval</u>
Do you own property in the City?	☒ Yes	☐ No	If yes, address: <u>610 7th Ave S Jacksonville Beach FL 32250</u>
Do you hold a public office?	☐ Yes	☒ No	If yes, Office name: _____
Are you employed by the City?	☐ Yes	☒ No	If yes, position: _____
Are you currently serving on a Board?	☒ Yes	☐ No	If yes, Board name: <u>Jax Beach BOA - 2nd Alternate</u>
Have you been convicted of a felony?	☐ Yes	☒ No	If yes, provide date: _____
Have your civil rights been restored?	☐ Yes	☒ No	If yes, provide date: _____
Have you filed bankruptcy?	☐ Yes	☒ No	If yes, provide date: _____

Potential Conflict of Interest: Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Jacksonville Beach? ☐ Yes ☒ No

If yes, please provide details:

Please list the type of City meetings you have attended: City Council meeting, City Council Briefing,
Board of Adjustment meeting, Citizen's Information Accademy, Workshops, State of the Beaches

Education: Masters of Business Administration - Corporate Finance

Qualifications (Briefly describe specific expertise, abilities, or qualifications as well as the reason(s) why you are seeking appointment. You may also attach a resume): 16 year career in corporate finance and analytics with a focus on return on investment valuation, win/win value based program design, performance management, cross department integration and project management, and executive communications. I have a talent for critical thinking and concise communication. I was born and raised in Jacksonville and moved to Jacksonville Beach with my wife in 2016. I have a desire to contribute to the community that I plan to live in for the next 70 years.

Application for Appointment to City Council Seat 4 – District 1

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board members and elected officials. Please check the appropriate boxes.

Race

- | | |
|---|---|
| ☐ African-American | ☒ Caucasian |
| ☐ Asian/Pacific Islander | ☐ Hispanic |
| ☐ American Indian/Alaskan Native | ☐ Not Known |

Gender

- ☐ Female
☒ Male

Physically Disabled

- ☐ Yes
☒ No

Florida's Public Records Law, Chapter 119, Florida Statutes, states: "It is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person." Your application when filed will become a public record and subject to the above statute. In addition, any individual appointed to fill the position of an elected municipal officer, are required to file a financial disclosure form (Form 6) by July 1, 2024, and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes.

I understand that if I am appointed to the City Council, I will be required to file a financial disclosure form - Form 6, as described above, and I am willing to comply with this requirement.

By submitting this form, I declare the foregoing facts to be true, correct, and complete.

1/9/2024

Date

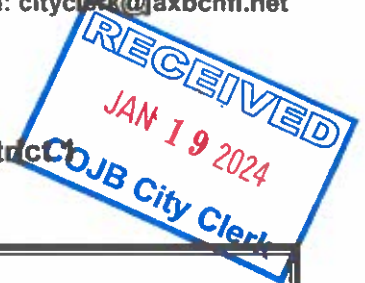
Matthew Metz

Applicant's Signature

City of Jacksonville Beach
Office of the City Clerk
11 North 3rd Street
Jacksonville Beach, Florida 32250



Phone: (904) 247-6299
E-mail: cityclerk@jaxbchfl.net



Application for Appointment to City Council Seat 4 – District 1

Personal Information (Please print or type)

Name: <u>Ronda Steinke-McDonald</u>	Home Phone: _____
Home Address: <u>1120 2nd Avenue North, Jacksonville Beach, FL 32250</u>	
E-Mail Address: <u>rondawords@gmail.com</u>	Cell Phone: <u>904-610-9081</u>
Occupation: <u>Writer, Communications Consultant, Well Being Guide, Tutor</u>	Business Phone: _____
Business Name: _____	
Business Address: _____	

Eligibility

Are you a resident of the City?	☒ Yes	☐ No	If yes, length of time: <u>12 years</u>
Are you a registered voter?	☒ Yes	☐ No	If yes, what County: <u>Duval</u>
Do you own property in the City?	☒ Yes	☐ No	If yes, address: <u>1120 2nd Ave. N., Jacksonville Beach, FL</u>
Do you hold a public office?	☐ Yes	☒ No	If yes, Office name: _____
Are you employed by the City?	☐ Yes	☒ No	If yes, position: _____
Are you currently serving on a Board?	☐ Yes	☒ No	If yes, Board name: _____
Have you been convicted of a felony?	☐ Yes	☒ No	If yes, provide date: _____
Have your civil rights been restored?	☒ Yes <u>NA</u>	☒ No	If yes, provide date: <u>Not Applicable</u>
Have you filed bankruptcy?	☐ Yes	☒ No	If yes, provide date: _____

Potential Conflict of Interest: Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Jacksonville Beach? ☐ Yes ☒ No

If yes, please provide details: _____

Please list the type of City meetings you have attended: City Council meetings, Planning Commission meetings, City Council Workshops, and Board of Adjustment meetings

Education: B.A. in Elementary Education from UNF (1982)

Qualifications (Briefly describe specific expertise, abilities, or qualifications as well as the reason(s) why you are seeking appointment. You may also attach a resume): <u>See attached "Qualifications" sheet.</u> _____ _____ _____ _____
--

Application for Appointment to City Council Seat 4 – District 1

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board members and elected officials. Please check the appropriate boxes.

Race

- | | |
|---|---|
| ☐ African-American | ☒ Caucasian |
| ☐ Asian/Pacific Islander | ☐ Hispanic |
| ☐ American Indian/Alaskan Native | ☐ Not Known |

Gender

- ☒ Female
☐ Male

Physically Disabled

- ☐ Yes
☒ No

Florida's Public Records Law, Chapter 119, Florida Statutes, states: "It is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person." Your application when filed will become a public record and subject to the above statute. In addition, any individual appointed to fill the position of an elected municipal officer, are required to file a financial disclosure form (Form 6) by July 1, 2024, and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes.

I understand that if I am appointed to the City Council, I will be required to file a financial disclosure form - Form 6, as described above, and I am willing to comply with this requirement.

By submitting this form, I declare the foregoing facts to be true, correct, and complete.

01/19/24

Date

Applicant's Signature

Brenda Steinke-McDonald

Qualifications, attachment

Ronda Steinke-McDonald's Application for Appointment to City Council Seat 4-District 1

I've been a resident of the Beaches since 1978 when my family relocated from Detroit. I've been proud to call Jacksonville Beach my home for 31 of these years. My work as a community builder has been time-tested over several decades, I am known for seeking win-win solutions and winning cooperation in a dignified manner. As a resident of District 1, I welcome the opportunity to serve.

In 2000, at the midpoint of my professional career as a teacher, I founded New Leaf School and operated it for 17 years as a vital outreach for students who were not well-served by traditional classrooms. This kept me close to the ground and aware of the struggles faced by less-fortunate citizens in our community. I specialized in taking students who were unwelcome in other schools due to conduct disorders. To succeed with these students where others had failed, I honed my social-emotional literacy and conflict resolution skills to an extraordinary degree.

For the last 15 years I have also championed the authentic and respectful revitalization of the working waterfront and historic fishing community in Mayport Village as President of the Mayport Village Community Development Corporation (2009-2013), Communications VP for Mayport Working Waterfront LLC (2018-2020), and currently as a paid consultant for the Mayport Waterfront Partnership. Through this work, I understand how to get traction on the forward momentum our communities need while preserving/restoring those elements that are central to the character that is collectively cherished.

I recently represented community interests through the grassroots organization *Better Beach 32250* and have the respect of the citizens I worked alongside. I have a significant understanding of the myriad challenges facing our community as we move forward and welcome the chance to share my experience and skills if selected to serve as a City Council member.

1120 Second Avenue N., Jacksonville Beach, FL 32250
904.610-9081 | rondawords@yahoo.com

RONDA STEINKE-MCDONALD

OBJECTIVE

ENCOURAGE PEOPLE, SOLVE PROBLEMS, & BUILD COMMUNITIES BASED ON IDEALS

PROFESSIONAL ACHIEVEMENTS

FOUNDED *BETTER BEACH 32250* TO GIVE POSITIVE DIRECTION TO CONCERNED CITIZENS
ADVOCATE FOR RESPECTFUL PRESERVATION OF HISTORIC FISHING VILLAGE AT MAYPORT
FOUNDED A SCHOOL FOR UNIQUE LEARNERS, NEW LEAF SCHOOL
PUBLISHED AUTHOR

SKILLS

INTERPERSONAL SKILLS: Social-Emotional Literacy, Conflict Resolution & Mediation, Team-Building Coach, Well-Being Guide
COMMUNICATION SKILLS: Social Media Management, Web Design, Blogging, E-mail Marketing, Fundraising Campaign Management
GRAPHIC SKILLS: Photoshop /Lightroom/InDesign/ Canva
APP PROFICIENCIES: Word/Excel/Publisher/PowerPoint, Slack, Teams, Zoom, Meetup

PROFESSIONAL HISTORY

FREELANCE WRITER, JACKSONVILLE BEACH, FL
1995-CURRENT
SOCIAL MEDIA MANAGER/WEBMASTER/EVENT PLANNER, MWP, MAYPORT, FL
2023-CURRENT
MARKETING DIRECTOR/ EVENT PLANNER, SOUTHLIGHT GALLERY, JACKSONVILLE, FL
2018-CURRENT
COMMUNICATIONS VP, MAYPORT VILLAGE WORKING WATERFRONT LLC, MAYPORT, FL
2018-2020
FOUNDER/ADMINISTRATOR/TEACHER, NEW LEAF SCHOOL FOR CHANGE, NEPTUNE BEACH, FL
2000-2017
PRESIDENT, MAYPORT VILLAGE COMMUNITY DEVELOPMENT CORPORATION, JACKSONVILLE, FL
2009-2013
COLUMNIST/CORRESPONDENT, FLORIDA TIMES-UNION, JACKSONVILLE, FL
1995-2000
TEACHER, DUVAL COUNTY PUBLIC SCHOOLS & PRIVATE SCHOOLS IN JACKSONVILLE, FL
1980-1999

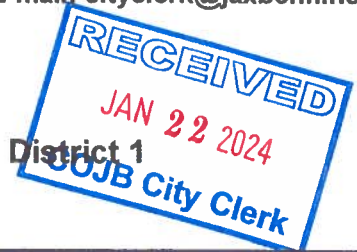
EDUCATION

ELEMENTARY EDUCATION B.A., UNIVERSITY OF NORTH FLORIDA, 1982
UNF, University Scholar

City of Jacksonville Beach
Office of the City Clerk
11 North 3rd Street
Jacksonville Beach, Florida 32250



Phone: (904) 247-6299
E-mail: cityclerk@jaxbchfl.net



Application for Appointment to City Council Seat 4 – District 1

Personal Information (Please print or type)

Name: JOHN JEFFERY WAGNER Home Phone: 904-247-3254
Home Address: 74 EVANS DRIVE, JACKSONVILLE BEACH, FL 32250
E-Mail Address: JOHNWAGNER44@COMCAST.NET Cell Phone: 904-536-4044
Occupation: VICE PRESIDENT VBC GROWTH Business Phone: 904-536-4044
Business Name: LUCERNA HEALTH
Business Address: 14286 BEACH BLVD #19206, JAX BEACH, FL 32250

Eligibility

Are you a resident of the City?	☒ Yes	☐ No	If yes, length of time: <u>~20 YEARS (JAX BEACH)</u>
Are you a registered voter?	☒ Yes	☐ No	If yes, what County: <u>DUVAL</u>
Do you own property in the City?	☒ Yes	☐ No	If yes, address: <u>74 EVANS DRIVE, JAX BCH, FL 32250</u>
Do you hold a public office?	☐ Yes	☒ No	If yes, Office name: _____
Are you employed by the City?	☐ Yes	☒ No	If yes, position: _____
Are you currently serving on a Board?	☒ Yes	☐ No	If yes, Board name: <u>UNF HEALTH ADVISORY BOARD</u>
Have you been convicted of a felony?	☐ Yes	☒ No	If yes, provide date: _____
Have your civil rights been restored?	☐ Yes	☒ No	If yes, provide date: _____
Have you filed bankruptcy?	☐ Yes	☒ No	If yes, provide date: _____

Potential Conflict of Interest: Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Jacksonville Beach? ☐ Yes ☒ No

If yes, please provide details:
N/A

Please list the type of City meetings you have attended: BEACHES WATCH; CITY COUNCIL, PLANNING COMMISSION

Education: MASTERS HEALTH ADMINISTRATION, UNF; BACHELORS - MANAGEMENT, UNF

Qualifications (Briefly describe specific expertise, abilities, or qualifications as well as the reason(s) why you are seeking appointment. You may also attach a resume): SEE ATTACHED

Application for Appointment to City Council Seat 4 – District 1

State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board members and elected officials. Please check the appropriate boxes.

Race

- | | |
|---|---|
| ☐ African-American | ☒ Caucasian |
| ☐ Asian/Pacific Islander | ☐ Hispanic |
| ☐ American Indian/Alaskan Native | ☐ Not Known |

Gender

- ☐ Female
☒ Male

Physically Disabled

- ☐ Yes
☒ No

Florida's Public Records Law, Chapter 119, Florida Statutes, states: "It is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person." Your application when filed will become a public record and subject to the above statute. In addition, any individual appointed to fill the position of an elected municipal officer, are required to file a financial disclosure form (Form 6) by July 1, 2024, and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes.

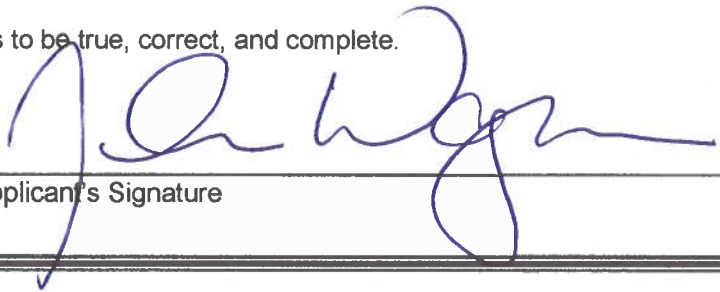
I understand that if I am appointed to the City Council, I will be required to file a financial disclosure form - Form 6, as described above, and I am willing to comply with this requirement.

By submitting this form, I declare the foregoing facts to be true, correct, and complete.

Date

1/22/24

Applicant's Signature



January 22, 2024

Dear Mayor Hoffman and City Council,

Topic: John Wagner Application for Appointment to City Council Seat 4 – District 1

As a lifelong Beaches resident, I am seeking consideration for the City Council – District 1 position. After a lifetime of the beach community shaping my friends and family, it is now time to give back and help support shaping the beaches for future generations.

I was born and raised as part of the Beach community and my family still lives in Neptune Beach in the house where my brother and I grew up and still consider home. Like so many of our wonderful Beach families, my father and mother came to Mayport while my father was serving in the U.S. Navy. My mother started her teaching career at Mayport Elementary, rising through the ranks across many beach schools to Vice Principal including Seabreeze Elementary before serving as principal in elementary schools throughout Jacksonville. My father was a Dean at FJC (now FSCJ) and ultimately went to work for the City of Jacksonville as Deputy Director of Public Safety. The careers my parents held allowed them to influence and shape so many people within our beaches and greater Jacksonville community.

Throughout my life, I have enjoyed our great Beaches community resources, attending Mayport, San Pablo, Atlantic Beach Elementary; the 6th grade Center, Fletcher Middle and Fletcher Senior High Schools before attending the University of North Florida for both undergraduate and graduate degrees.

In 2007, Dianne and I built our house in Seabreeze Woods (District 1) and still call it home enjoying our amazing neighborhood community. Living at the beach has so many wonderful memories that have shaped my life. I am surrounded by places and people that are important to me. While there have been many changes to our Beaches Community it remains the gemstone of the greater Jacksonville area.

I take pride in the Beaches and want to be in a position where I can influence strategy and the future direction based on the voice of the people in my District. This focus plus my professional and philanthropic experience provides me with a broad range of knowledge and skills to be successful in helping to lead District 1 and the Beaches as part of the City Council.

Professional Experience:

- Lucerna Health, Vice President Value Based Care Growth
- Flagler Hospital, Vice President Revenue Cycle
- Berkely Research Group, Vice President Health Strategy
- Walgreens, Senior Director
- Florida Blue, progressive career growth finalizing in Senior Director
- St. Luke's Hospital

Recent Philanthropies/Boards:

- University of North Florida (UNF), Health Administration Founder
- UNF, Health Administration Advisory Board
- UNF, Health Administration Alumni Board
- Fletcher All Class Reunion planning committee
- Disability:IN 501c3 – Founder, Board Member and Officer 2006 - 2022
- Angelwood, Inc – 10+ Yr. Board Member (retired) and active Fundraising Support

I look forward to discussing next steps. If you have any questions or need additional information, please do not hesitate to contact me.

Warmest Regards,

A handwritten signature in blue ink, appearing to read "John Wagner". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

John Wagner
74 Evans Drive
Jacksonville Beach, FL. 32250
904-536-4044

JOHN J. WAGNER, MHA

904-536-4044 ❖ johnwagner44@comcast.net ❖ www.linkedin.com/in/johnwagnermha

Leadership | Strategy | Operations | Revenue Cycle | Product | Network | Population Health

A strategic, transformational and results oriented healthcare leader that utilizes deep healthcare industry expertise to obtain organizational strategies and goals. Significant experience obtaining alignment to lead large and complex projects and departmental transformations with success in delivering goals, growth and financial results. An innovative leader that demonstrates integrity and creates a positive team environment.

- Progressive thought leader for value-based, revenue cycle, managed care and retail healthcare
- Significant experience in assessing and developing corrective actions for operational improvements
- Deep revenue cycle and understanding of the interworking of healthcare finance
- Seasoned / refined business development, negotiations and relationship management skills
- Expertise in strategy, provider operations, engagement, contracts and payment administration
- National healthcare leader in establishing accountable care / population health programs
- Developed and operated ACOs, complex health care partnerships and networks for targeted populations
- Demonstrated ability to influence and drive outcomes in cross functional environments

PROFESSIONAL EXPERIENCE & ACCOMPLISHMENTS

Lucerna Health, Jacksonville Beach Florida.

Vice President, Value-Based Care Growth and Consulting

2023--Present

- Provides leadership and strategic direction for marketing, advertising, and business development efforts
- Help drive product development efforts through a deep understanding of market needs and future trends
- Serves as a healthcare value-based care thought leader for public speaking / conference presentations, articles, and blogs to promote the understanding and adoption of value-based care industry
- Provide operational leadership support and strategic guidance to CEO / Founders

Flagler Health+, St. Augustine Florida.

Vice President of Revenue Optimization (Revenue Cycle and Managed Care

2021—2023

- Maintains leadership accountability for end-to-end institutional and ambulatory revenue cycle and managed care processes through managing a \$14+M budget and over 140 FTEs
- Increased health system collections by over \$11.5M in the first 8 months of employment and exceeding fiscal year revenue targets for first time in 5 years. On target for \$30+M improvement in collections over 2 years in adverse business conditions (lower CMI, higher LOS, CVOID)
- Systematically improve technology platform by transferring from a vendor to partner model
- Managed care accountability and contracting responsibility for key provider-to-provider relationships
- Volunteered to work within clinical setting during COVID crisis in addition to my professional role
- Enhanced every major payer contract (financially and language)
- Service in administrator on call rotation for hospital

Berkeley Research Group (BRG), Virtual.

2017—2021

Director of Value Based Transformation, Practice Leader

Accountable for establishing and growing a national Value Based (VB) and Managed Care Contracting practices. Collaborate with healthcare executives to analyze market trends, assess, develop, and execute on strategies to improve operational results. Examples of recent engagements include:

- Strategic and advisory services to C-suites (value based, managed care, operations and patient flow)
- Serve in interim health system leadership roles (e.g., managed care leader)
- Expert in new provider network solutions (ACOs / CINs) and enhanced VBT programs (e.g., P4P, quality measures, quality incentives, referral management, patient care hubs)
- Evaluate and analyze payer contract portfolios/performance, delegated entity arrangements, and network participation, to include assessment of enabling capabilities for clients and acquisition transitions

Citra Health Solutions, Jacksonville Florida.

2016—2017

Vice President of Clinical Health Programs

Concurrent leadership roles with P&L accountability for both the Clinical Health Solutions platform and ACO Health Partners (an MSSP ACO) for an innovative healthcare start-up. Strategic and operational accountability for the design through operationalization of Citra's population health and technical solutions directed at equipping health systems to successfully manage risk arrangement and payer programs.

- Development and execution of care services (Comprehensive Care Management, Transitional Care Management, and gap closures), population health strategies, and clinical analytics
- Evaluation of and the integration for acquired assets supporting care, quality, or compliance functions
- P&L responsibility for the care services vertical representing ~140 FTEs plus additional temp workforce for a rapidly growing healthcare enablement company (clinical and non-clinical outreach)

Executive Director. ACO Health Partners - A Citra Health Company, Jacksonville Florida.

Executed strategies resulted in ACO receiving \$7.6M in shared savings

- Multi-state physician network relationship management (~40 physicians, 8k+ MSSP members)
- Provided leadership, direction, and prioritization for the ACO's performance, analytics driving focused care, physician selection and continuous improvement. Commoditized MSSP ACO expertise
- Identification and development of programs to close gaps, improve quality and patient experience

Walgreens Company, Deerfield Illinois.

2013 – 2015

Senior Director, Accountable Care Solutions -- Business Development and Innovations.

Accountable (P&L) for the development of population health strategies, product/solutions design, pricing, branding, and go-to-market strategy for innovative healthcare relationships and operational management for MSSP and commercial ACO solutions

- Provided leadership for the establishment of a new organizational unit which implemented partnerships utilizing value based / population health strategies for at-risk populations and payer strategies
- Established a new Business Development team and integrating all operational support functions
- Reengineered product offering and go-to-market approach within first 90 days (eliminating ~\$7M loss).
- Strategic leadership for new pharmacy analytics product ("Medgap Analysis") and Quality Metrics platform
- Managed C-Suite innovations advisory board for 20 hospital system CEOs, COOs and Walgreens

Florida Blue / Blue Cross and Blue Shield of Florida, Inc. (BCBSF)

1992 - 2013

Senior Segment Director, Medicare Solutions. 2011 -- 2013

Accountable for Medicare delivery system performance, product strategy and execution, future markets strategy, marketing and operational alignment in support of growth and performance goals for Medicare Advantage (HMO and PPO), Part D, Medicare Supplement and ancillary product portfolios

- Executed growth strategies and increased market share from 10% to 14% and revenue \$600M to ~\$1B
- Provided leadership for the change in growth direction from a decade long declining market position
- Led Medicare marketing plan and execution efforts through sales and enrollment

Senior Director, Product Solutions Development and Management.

2008 -- 2011

Defined commercial product strategy and initiative implementation for all commercial product lines (~\$6B in revenue) with a focus on understanding emerging/evolving consumer needs, product lifecycle planning and execution, direct and account sales support and product positioning

- Provided design and execution leadership for new innovative narrow network product platform
- Drove the product line management model, performance metrics and product launch processes
- Obtained revenue and profitability goals for product lines through leadership of market pricing function
- Maintained ~40 employees and \$16M in operating budget
- Performed as an enterprise media interface. Represented organization in print, radio and TV

Director III, Product Champion for Local Business / CDHP platform. 2003 -- 2008

Accountability for leading all commercial, Medicare and pharmacy product lines from strategy through execution, performance management and lifecycle extensions

- Accountable for product launch and market adoption of BCBSF's consumer directed health plan (CDHP) product line called BlueOptions. Added over 1M lives in 4 years
- Drove product strategy and resource focus in support of product growth and performance goals
- Led/managed project to expand market capabilities and maintained market leader status (+\$5M)

Director II, Network Operations, Negotiations and Contracting. 2001 – 2003

Strategic leadership for provider network operations to include negotiations, contract administration, provider data, payment programs, online provider directory and medical cost savings efforts

- Contract negotiations with statewide vendors (hospitals, dialysis, lab, mental health and multispecialty/hospital-based groups) with accountability for over \$1B in medical expense
- Accountable for the development, implementation and compliance of policies, payment (par and non-par) programs and contracting standards for hospital, ancillary, and physician negotiators
- Led team of ~100 FTEs and operational and investing budgets

Other Roles at Florida Blue / BCBSF

Director I - Delivery System Analytics (Analytics/Capitation Owner)	2000 – 2001
Manager, Health Care Strategy	1997 – 2000
Practice Performance Consultant, Commercial and Medicare B	1995 -- 1997
Health Industry Analyst (Payment Programs, Physician Contractor)	1993 – 1995
Graduate Intern, Health Care Programs	1992 -- 1993

Adjunct Professor, UNF, College of Health, 1996 – 1999, periodic guest lecturer and 2022 joined the staff as a value-based health care advisor

Graduate and undergraduate courses focused on: Managed Care, Payment Innovation, Marketing and Planning, Health Insurance, and Health Care Administration

Education

Master of Health Administration (4/94) University of North Florida (UNF), Jacksonville

Bachelor of Business Administration (12/90) Major in Management. UNF

Professional Activities and Training

- HFMA Member and Strategic Provider Council leader for participating Florida health systems
- UNF Health Administration Advisory Board
- UNF College of Health Alumni Association – Board Member and Founding Partner
- ACO Exhibit Hall - Board of Directors and Strategic Advisor
- Health Care Financial Management (HFMA) - Member
- American College of Health Care Executives – Member
- Six Sigma, TQM and CQI training programs

Awards and Recognition

- Disabilities Matters: **National Disabilities Champion** award recipient (2014)
- Florida Diversity Council: **Multi-Cultural Leader** award recipient (2014)
- **Ten Who Make a Difference** by the Florida Times Union for advocating and community impact related to improving awareness and employment for people with disabilities (2013)
- Received UNF “**FabGrad**” award for professional and philanthropic endeavors (2008)

Philanthropic Commitments

- Disability:IN North Florida (501c3) -- founder, past-president and board member (2006-2022)
- Angelwood-assisted living facility for child/adults with cognitive disabilities. Board Member (2010 – 2020)
- All Fletcher Class Reunion Planning Committee (2022 – 2023)
- Disability:IN US – Past Corporate Advisory Board Chair
- Governor's AbleTrust, Volunteer Chairman (2008-2010)
- Various other – Surfers for Autism, United Way, etc.

Examples of Recent Speaking Engagements and Publications (2018 - Current)

- HIMSS Webinar – Next Generation Patient Engagement
- HFMA – Conference sessions leader for payer panel (7+ sessions) in 2022, 2023, and 2024
- HIMSS -- Presentation on Patient personalization driving engagement (2023)
- UNF Healthcare Symposium – Panelist on Reimbursement Innovations (2022)
- HFMA – Panelist for Revenue Cycle WFH strategies (2021)
- Medical Economics (March 2020) quoted in “Increasing value when negotiating against payers”
- HPI Newsletter – Industry Insights – CMS Updates: Primary Cares (2020)
- “The Confab” Conference (VBT Experts by Invite) -- Value Based Insights – Patient Navigation
- Population Health News: Thought Leaders Corner – Article – How Value-based Care Helps Improve Population Health? (May 2019)
- Healthcare Law and Management Symposium – The future of MSSP ACOs / Risk Journey (2019)
- Blue Midwest Payer meeting – Pathways to Payment ~~Evolution~~ Disruption (2019)
- North Florida Healthcare Industry Expert Forum – Presented on Evolving Healthcare Trends (2019)
- Northeast Florida ACHE – conference topic: Technology Changing the Face of Healthcare (2018)
- Network of Florida Otolaryngologist – conference topic: The How and Why of Clinically Integrating a Large Number of Physicians in the Same Specialty (2018)
- Florida Association of ACOs (FLAACO) – conference panel – Topic: Preparing for Full Risk Capitation (2018)
- Blues Executive Roundtable (BRG) – conference topic: Future Evolution of Provider Payment (2018)
- FLAACO – webinar – Topic: Value-based Models Distribution Roadmap

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Allen Putnam, Director of Beaches Energy Services
DATE:	12/20/2023
SUBJECT:	RFP No. 01-2324 Supply, Repair, and Upgrade of Switchgears

BACKGROUND

Switchgears are essential to the safe and efficient operation of the Beaches Energy Services (BES) electric distribution system. Switchgears can be used to automatically isolate a fault on the system to reduce the area affected by outages or to manually perform switching operations for troubleshooting, repair and maintenance. BES also intends to be able to perform switching operations remotely by improving the existing Switchgears and adding remote operation capability.

Over the last five to ten years, BES has procured several types of Pad Mount Switchgears, all of which are identified in RFP No. 01-2324 on Form 1: Proposal Tender Form, starting on Page 64. BES is currently experiencing several challenges in relation with supply chain issues and rapid changes in the Electric Utility Industry. There is also a need for continuous repair, replacement, and modification/improvement of BES Switchgears which require a better procurement vehicle. RFP No. 01-2324 aims to provide pre-approved sources of Switchgears and parts from stable, responsive, and qualified suppliers. The RFP process was also used to enable BES to receive input from the approved Suppliers/Manufacturers for the needed future improvements of the Switchgears to adapt to the evolving Electric Grid.

RFP No. 01-2324 was sent to several vendors and manufacturers. Proposals were received from Trayer Engineering Corp. and Wesco Distribution, Inc. Most of the Switchgear types will be purchased from Trayer, and at least two types of Switchgears will be purchased from Wesco. Having two approved suppliers is also highly recommended for backup just in case of supply chain or other issues. BES therefore recommends awarding RFP No. 01-2324 to Trayer Engineering Corp. and Wesco Distribution, Inc., for up to five years.

To review RFP No. 01-2324 and its Addendum in their entirety, click [here](#).

FINANCIAL IMPACT

Fiscal year 2024 BES Capital Improvement Plan budget includes \$300,000.00 for Switchgear Replacements. Other budgeted System Improvement Projects such as Overhead to Underground Conversion and Cable Replacement Plan Projects might need new Switchgears also.

REQUESTED ACTION

Award/Reject RFP No. 01-2324 to Trayer Engineering Corp. and Wesco Distribution, Inc., for the supply, repair, and upgrade of switchgears for Beaches Energy Services

ATTACHMENTS



City of Jacksonville Beach • 11 North Third Street • Jacksonville Beach, FL 32250

1. RFP No. 01-2324 Response Summary
2. RFP No. 01-2324 Trayer Engineering Corp. Proposal
3. RFP No. 01-2324 Wesco Distribution, Inc., Proposal
4. RFP No. 01-2324 Intent to Award Notification

CITY OF JACKSONVILLE BEACH RESPONSE SUMMARY

Beaches Energy Services

Response Summary

RFP No. 01-2324 Supply, Repair and Upgrade Switchgears for BES

	Form						Addendum	1. Competence Supplying	2. Experience w /BES	3. Manufacturing	4. Experience w/ Switchgears	5. Pricing	Notes
Vendor	1	2	3	4	5	6	1						
Trayer Engineering Corporation	x	x	x	x	x	x	x	x	x	x	x	a	Qualified response and pricing
Wesco	x	x	x	x	x	x	x	b	b	b	b	a	Qualified response and pricing

Legend:

a: Qualified pricing/some items not priced

b: Not provided



Grid Smart. Grid Tough.

MANUFACTURERS OF HIGH VOLTAGE
DISTRIBUTION SWITCHGEAR

TRAYER ENGINEERING CORPORATION

1569 ALVARADO ST., SAN LEANDRO, CA 94577

FAX (415) 285-0883 • PHONE (415) 285-7770

E-MAIL ADDRESS • sales@trayer.com

WEB PAGE • www.trayer.com

Quote #ST-Q-11640

November 13, 2023

City of Jacksonville Beach

Property and Procurement Division

First Floor O&M Building

1460A Shetter Avenue

Jacksonville Beach, Florida 32250

Attention: Luis Flores

Subject: RFP # 01-2324 Supply, Repair and Upgrade Switchgears for BES

Dear Luis:

Trayer Engineering, a veteran owned small business, is pleased to quote the subject RFP. Please find included herein Forms 1-6 including acknowledgment of Addendum #1. Also, find below the additional supplemental information requested in the RFP. I have included description of our SCADA provisions and full SCADA switchgear option. Finally, see the clarifications to your specification below.

Trayer is offering a two (2) year warranty from date of delivery for this proposal at no extra cost.

Note, Trayer's existing price list for units without SCADA provisions is still available. Purchasing has that pricing per our quote #ST-Q-11605 dated August 14, 2023, and is hereby valid through December 31, 2023.

The first set of proposal pricing in Form 1 of this RFP is for switchgear with provisions included to add SCADA components later but does not include those components. Components will be provided in a kit to be purchased and added later in the field. The kit will be two types: 1) for model 5, and 2) for models 9, 11 & 12. SCADA Kit pricing is the difference between the first set of pricing in Form 1 and the second set of pricing. Pricing is valid for 60 days as stated in Form 1 of the RFP.

The second set of pricing in Form 1 is for switchgear inclusive of a "SCADA Kit" already assembled into the switchgear by Trayer except for PT input wiring from the cable elbow connectors to the PT, which would be provided by BES on site during assembly of the cables and connectors.

Form 1: First Set of Pricing. The provisions below will be added to our existing model switchgear.

1. Micro switches and auxiliary switches wired to tank mounted connectors for future loadbreak switch open/close status and future VFI circuit breaker open/close/trip status.
2. External PT mounting provisions for adding a PT later when purchased as part of the SCADA Kit.
3. This first set of pricing does not include SCADA Kits, which are needed to convert provisional switchgear to SCADA switchgear.

Form 1: Second Set of Pricing "Switchgears with motor-controlled switches and RTU for future remote operation". Switchgear will be inclusive of our SCADA Kits installed by Trayer at our factory. SCADA Switchgear includes:

1. Trayer original switchgear with provisions as stated above in the first set of pricing. T&B relays will not be provided since SCADA requires SEL relays which will be provided instead.

2. External PT mounted in the high voltage compartment and powered by customer provided, elbow mounted, reducing tap plug wiring from the elbows to input terminals on the PT.
3. Control cabinet mounted to the high voltage cabinet. Includes one SEL 751A relay for model 5. Includes four 751A relays for models 9, 11 and 12. Also provided is a 24VDC battery system with batteries and heater for condensation control. Relays will provide over-current protection for the VFIs and remote open/close capability for the motor operators on switched ways only. No motor operators on VFI ways.
4. Cables provided and connected from the auxiliary contact pin connectors on the tank to the control cabinet to allow status of switches and VFIs.
5. Power cable from PT 120VAC output to the control cabinet.
6. Flood proof, direct drive motor operators on switched ways only
7. Cables from the control cabinet to the motor operators to power and control the motor operators. Motor operators will use 24 VDC power.

Additional Information

- Experience supplying BES Switchgears and parts, and
- Experience with BES System and Switchgears

Trayer has been providing underground distribution switchgear to BES for at least twenty years. Our involvement includes helping engineering and operations departments design, implement and support units to meet your requirements whether it be single phase or three phase switchgear. We are excited to see BES move towards SCADA ready switchgear. Trayer has been building SCADA switchgear for dozens of years and we complement our manually operated gear by making similar footprint gear that can be interchanged saving money on pads and cable. We have been working with Schweitzer Engineering Labs' protective relays for decades and meet that requirement with plenty of experience.

- Manufacturing and production in the USA

Trayer manufactures our USA made switchgear in San Leandro, CA. We have acquired a nearby facility that will build units in addition to keeping our existing facility running. It basically triples the available manufacturing space. Trayer continues to grow significantly as the need increases for our highly reliable all stainless steel, hermetically sealed, flood proof, near zero maintenance switchgear designs in this ever-changing climate. Capacity to meet your needs with improved delivery times will be the near future.

- Experience with Similar Switchgears in other areas or Utilities, and
- Experience supplying BES Switchgears and parts.

Trayer is a storm hardened specialist that has provided switchgear to about a dozen utilities in Florida. We also provide equipment to some of the largest utilities in the country: Pacific Gas & Electric, Exelon (BG&E, PECO), Sempra (San Diego G&E), Emera (TECO), PSEG, National Grid, AEP and dozens of others including municipalities and cooperatives.

Clarifications to the Specification

- Pg. 25 of 71: Trayer has developed our three phase Solid Dielectric switchgear as called out in the ATS Pad Mount Switchgear, but our visible break feature will not be ready till sometime in 2024. We can submit an oil filled unit proposal since you have been purchasing oil units and we will advise you as to when our solid dielectric visible break product is ready for production. Please let us know if you would like the oil filled option proposal. Regardless, we will be excited to show you the solid dielectric product in the near future because it will also have our stainless steel, hermetically sealed feature with the solid dielectric, vacuum interrupted mechanisms protected within the seam welded tanks like our other products. Unlike other manufacturers, we will not be exposing our cycloaliphatic resin epoxy solid dielectric to the environment to provide you extended longevity and reliability. And our solid dielectric will be the same footprint as our oil filled units.

- Pg. 35 of 71: “Max. tested design voltage 29kV”. Trayer has tested, and BES has approved, our 25kV class switchgear to 28kV maximum voltage for a long time. We have not tested 29kV and we are not aware of 29kV being needed in your system. Some manufacturers have tested their switchgear to that level and published the rating, but IEEE does not require voltages over 27kV for 25kV class and your component manufacturers may require 35kV class components to meet 29kV. 35kV class components may not be compatible with 25kV class components, so beware.
- Pg 42 of 71, Section E: The Thomas & Betts (T&B) relay has been provided for years, but it is not capable of SCADA. This relay will be provided when ordering Provision only switchgear but will not be provided in the SCADA switchgear. When installing the SCADA Kit, BES needs to remove the T&B relays and cable. This takes about 5 minutes.
- Pg 43 of 71, 4.d: Single phase VFIs will not have their positions remotely controlled by a motor operator. While this is possible, we do not believe it is the intent of BES to remotely open/close every single-phase operator. Plus, it may affect the minimum dimensions specified, but that would need to be confirmed.

We appreciate this opportunity to provide provisional SCADA switchgear and full SCADA switchgear. If you have any questions or require further information, please feel free to contact me.

Sincerely,

Scott Tripoli

Scott Tripoli
South Region Sales Manager
Trayer Engineering Corp.
3865 Harvest Circle
Rockledge, FL 32955
STripoli@Trayer.com
321-206-0368, office
321-830-2505, mobile

Please note the following:

1. All connections external to the switch assembly, including surge arresters, and installation are the responsibility of the purchaser.
2. All quoted lead times are subject to change based on current engineering demand and factory loading at time of receipt of acceptable purchase order and/or signed approved drawings.
3. Any and all drawings that may be included with this quotation are typical in nature only and are intended to provide a general representation of the product quoted. Should there be any conflict between drawings and above quotation, the quotation shall take precedence.
4. Payment terms are Net 30 days from date of shipment. For payment terms other than NET 30, price adjustments and/or payment schedules may apply. For new buyers of Trayer switchgear, a standard credit check is required and, pending these results, payment terms may be adjusted.
5. This quotation is conditioned upon acceptance of the attached Trayer “STANDARD TERMS AND CONDITIONS OF SALE”, dated November 2023 (a copy of which is attached), and forms an integral part of this quotation. Any contract or purchase ordered issued in response to this quotation is expressly limited to acceptance of these Standard Conditions of Sale. Any additional or differing terms and conditions proposed by buyer in any contract or purchase order resulting from this quotation shall be deemed as proposals for modification of these Standard Terms and Conditions of Sale, but shall be deemed rejected and of no effect unless expressly agreed-to in writing by an authorized representative of Trayer.
6. This quotation is valid for 60 days from the date of this letter.

Cc: Jules Goetter, Trayer. Todd Sumner, Ashley Buck, JCA reps.

FORM 1: PROPOSAL TENDER FORM

RFP DOCUMENT TURN-IN CHECKLIST

The following documents are to be completed, signed and submitted as part of the Submittal Package in response to this RFP. Failure to provide the listed documents may be cause for the CITY to consider rejection of the submitted RFP. This consideration will be at the sole discretion of the CITY.

INITIAL Check-Off	#	SECTION TITLE
[✓]	1.	FORM 1: PROPOSAL TENDER FORM (pages 64-66)
[✓]	2.	FORM 2: RFP AWARD NOTICE (page 67)
[✓]	3.	FORM 3: REQUIRED DISCLOSURE (page 68)
[✓]	4.	FORM 4: DRUG-FREE WORKPLACE COMPLIANCE (page 69)
[✓]	5.	FORM 5: NON-COLLUSION AFFIDAVIT (page 70)
[✓]	6.	FORM 6: NON-BANKRUPTCY AFFIDAVIT (page 71)

NOTE: Please INITIAL Check-Off of each *document / activity / requirement* that is attached to the Proposal Tender Form and/or is required by the RFP and/or Addenda.

ADDENDA RECEIPT VERIFICATION

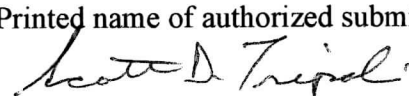
Respondent shall acknowledge receipt of all addenda, if any, to the RFP, by filling in Addenda Numbers and dates below.

Addendum #: <u>1</u> Dated: <u>11/1/2023</u>	Addendum #: _____ Dated: _____
Addendum #: _____ Dated: _____	Addendum #: _____ Dated: _____

ADDENDUM No. 1

RFP No.: 01-2324
Title: Supply, Repair and Upgrade Switchgears for BES

The purpose of Addendum No. 1 to RFP No. 01-2324 Supply, Repair and Upgrade Switchgears for BES is to extend the bid date by one (1) week to November 15, 2023.

COMPANY NAME: Trayer Engineering Corp.
ADDRESS: 1569 Alvarado St.
CITY, STATE & ZIP: San Leandro, CA 94577
SUBMITTED BY: Scott D. Tripoli TITLE: Regional Sales Manager
Printed name of authorized submitter
SIGNATURE:  DATE: 11/1/23

FORM 1: PROPOSAL TENDER FORM

Respondent: Scott D. Tripoli Scott D. Tripoli DATE: 11/13/23

I/we, have reviewed and examined the Scope of Work, Drawings, Material Specifications, and all Addendums, and fully understand the scope of work, conditions, and requirements for this project.

It is understood that the conditions and offers set forth in this proposal shall remain in effect for a period of sixty (60) days, and acceptance of this Proposal by the City binds both parties to its contents during the term that it takes to satisfactorily complete the installation of the work at Project Name.

I/ We, representing, or as Agent for Trayer Engineering Corp.
1569 Alvarado St. Company
San Leandro, CA 94577 Address
City, State, Zip Code

and hereby known as **Contractor**, agrees to furnish all equipment, labor, and material as stated in the Scope of Work, Drawings, Material Specifications, and all Addendums for the Project Name.

For this required scope of work the Contract Price for this work is:

LIST OF SWITCHGEARS

Single Phase Pad Mount Switchgear

COST

\$33,621.00

ATS Pad Mount Switchgear

No Bid, but can supply in oil dielectric

Three Phase Pad Mount Switchgears

Padmount type 5, 2 ways: 1 way 600A switched, 1 way 600A single phases VFI \$43,171.00

Padmount type 9, 4 ways: 2 ways 600A switched, 2 ways 200A single phases VFI \$79,502.00

Padmount type 9, 4 ways: 2 ways 600A switched, 2 ways 600A single phases VFI \$79,720.00

Padmount type 11, 4 ways: 3 ways 600A switched, 1 way 200A single phases VFI \$65,394.00

Padmount type 11, 4 ways: 3 ways 600A switched, 1 way 600A single phases VFI \$64,179.00

Padmount type 12, 4 ways: 1 way 600 switched, 3 ways 200A single phases VFI \$88,175.00

Padmount type 12, 4 ways: 1 way 600 switched, 3 ways 600A single phases VFI \$89,911.00

**SWITCHGEARS WITH MOTOR CONTROLLED SWITCHES AND RTU
FOR FUTURE REMOTE OPERATION**

COST

ATS Pad Mount Switchgear

No Bid, but can supply in oil dielectric

Three Phase Pad Mount Switchgears

Padmount type 5, 2 ways: 1 way 600A switched, 1 way 600A single phases VFI \$57,738.00

Padmount type 9, 4 ways: 2 ways 600A switched, 2 ways 200A single phases VFI \$108,384.00

Padmount type 9, 4 ways: 2 ways 600A switched, 2 ways 600A single phases VFI \$108,584.00

Padmount type 11, 4 ways: 3 ways 600A switched, 1 way 200A single phases VFI \$105,818.00

Padmount type 11, 4 ways: 3 ways 600A switched, 1 way 600A single phases VFI \$104,790.00

Padmount type 12, 4 ways: 1 way 600 switched, 3 ways 200A single phases VFI \$108,176.00

Padmount type 12, 4 ways: 1 way 600 switched, 3 ways 600A single phases VFI \$105,092.00

Failure to fully complete and sign this Proposal Form may result in rejection of the Proposal.

All services shall be provided meeting, and in compliance with this RFP document and the most current versions of all local, state, and federal laws, rules, regulations, policies, guidelines, (to include, but not limited to, that are applicable to and/or promulgated for each disaster event), etc.

NOTE: Respondent is solely responsible for developing / determining / verifying for this project all plans / all methods / all quantities / all measurements and all manufacturers' requirements / recommendations necessary to provide a satisfactory fully completed project under the provisions of the RFP, to the CITY's satisfaction, to include costs for all labor, all equipment, all materials, all rental / leasing / purchasing of equipment and materials, all preparations, all repairs, all safety work, all quality control work, all disposal work, all mobilization and demobilization work, all sub-contractor work, all taxes, all insurance, all bonding if required, all inspection work, all verification work, all warranty work, all permitting at all levels of government, all contractor overhead, all contractor profit, and any / all other project related work and/or cost/expense that is not listed, and all of which shall be the basis for the proposal for this RFP.

I hereby certify that I have read and understand the requirements of **RFP No. 01-2324 Item 1: Project Name.** and as the respondent, will comply with all requirements, and that I am duly authorized to execute this RFP.

SUBMITTED BY: Scott Tripoli

Printed Name of Authorized Submitter

COMPANY NAME: Trayer Engineering Corp.

ADDRESS: 1569 Alvarado St.

CITY, STATE & ZIP: San Leandro, CA 94577

EMAIL ADDRESS: STripoli@Trayer.com

By: Scott D. Tripoli
Signature of Authorized Submitter

Regional Sales Manager

Title (typed or neatly printed)

FORM 2: RFP AWARD NOTICE

City of Jacksonville Beach

1460A Shetter Avenue, Jacksonville Beach, FL 32250, (904) 247-6229

NOTICE: Items 1 to 6 are to be completed by the respondent. The respondent is to submit the form to the CITY along with the Proposal Tender Form and other required documents.

1. Company Name: Trayer Engineering Corp.
2. Address: 1569 Alvarado St.
3. City, State & Zip: San Leandro, CA 94577
4. Attention: Scott D. Tripoli
5. Phone: 321-206-0368
6. E-mail address: STripoli@Trayer.com

PLEASE PRINT CLEARLY

ITEMS BELOW TO BE COMPLETED BY THE CITY OF JACKSONVILLE BEACH

Proposals were received and evaluated, and the following recommendation will be presented to the City Manager for award of **RFP No. 01-2324** per the attached Proposal Tabulation form(s).

A written notice of intent to file a protest must be filed with the Purchasing Administrator within three (3) days after receipt by the respondent of the Notice of Intent to Submit RFP for Approval and Award by City Council from the Purchasing Administrator in accordance with the procedures set forth in Section XII K., City of Jacksonville Beach Purchasing Manual.

If awarded RFP, please do not proceed with any work prior to receiving an official City of Jacksonville Beach Purchase Order and/or Notice-to-Proceed letter.

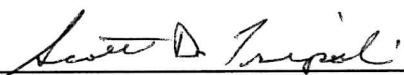
Thank you for your proposal.
Sincerely,

CITY OF JACKSONVILLE BEACH
/s/Luis F. Flores
Property and Procurement Division

FORM 3: REQUIRED DISCLOSURE

The following disclosure is of all material facts pertaining to any felony conviction or any pending felony charges in the last three (3) years in this State or any other state or the United States against (1) respondent, (2) any business entity related to or affiliated with respondent, or (3) any present or former owner of respondent or of any such related or affiliated entity. This disclosure shall not apply to any person or entity which is only a stockholder, which person or entity owns twenty (20) percent or less of the outstanding shares of a respondent whose stock is publicly owned and traded:

N/A

Signed: 

Title: Regional Sales Manager

Contractor: Trayer Engineering Corp.

FORM 4: DRUG-FREE WORKPLACE COMPLIANCE

IDENTICAL TIE PROPOSALS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals, which are equal with respect to price, quality and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under contract a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under contract, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Vendor's Signature

FORM 5: NON-COLLUSION AFFIDAVIT

Scott D. Tripoli
_____, being first duly sworn deposes and says
that:

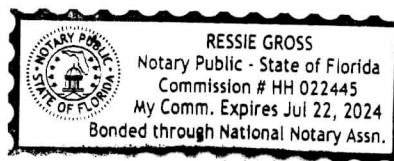
1. He (it) is the Regional Sales Manager, of Trayer Engineering Corp.
the respondent that has submitted the attached proposal;
2. He is fully informed respecting the preparation and contents of the attached proposal and
of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither the said respondent nor any of its officers, partners, owners, agents,
representatives, employees, or parties in interest, including this affidavit, have in any
way, colluded, conspired, connived or agreed, directly or indirectly, with any other
respondent, firm or person to submit a collusive or sham proposal in connection with the
Contract for which the attached proposal has been submitted; or to refrain from
responding in connection with such Contract; or have in any manner, directly or
indirectly, sought by agreement or collusion or communication, or conference with any
respondent firm, or person to fix the price or prices in the attached proposal or of any
other respondent or to fix any overhead, profit, or cost elements of the proposal price or
the proposal price of any other respondent, or to secure through any collusion,
conspiracy, connivance, or unlawful agreement any advantage against other respondents,
or any person interested in the proposed Contract;
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted
by any collusion, conspiracy, connivance, or unlawful agreement on the part of the
respondent or any other of its agents, representatives, owners, employees or parties in
interest, including his affidavit.

By: Scott D. Tripoli

Sworn and subscribed to before me this 3 day of Nov., 2023,
in the State of FLORIDA, County of BREVARD.

[Signature] Notary Public

My Commission Expires: July 22, 2024



FORM 6: NON-BANKRUPTCY AFFIDAVIT

RFP #: 01-2324

STATE OF CALIFORNIA

COUNTY OF ALAMEDA

Keith Thorndyke is an officer and member
of the firm of TRAYER ENGINEERING CORP, being first duly sworn, deposes
and states that;

1. The subsequent certification statement is a true and accurate statement as of the date shown below.
2. The affiant understands that the intentional inclusion of false, deceptive or fraudulent statements on this Non-Bankruptcy Affidavit constitutes fraud; and, that the City of Jacksonville Beach, Florida, considers such action on the part of the affiant to constitute good cause for denial, suspension, revocation, disqualification, or rejection of affiant's participation in **RFP No. 01-2324**
3. Certification Statement: This is to certify that the aforementioned firm has not filed for bankruptcy in the past seven (7) years and that no owner/officer or principal of the aforementioned firm has filed for bankruptcy personally in the past seven (7) years or has been an owner/officer or principal of a firm which has filed for bankruptcy in the past seven (7) years.

Keith Thorndyke
Affiant Signature

Sworn to before me this 31st day of Oct, 2023 by Keith Thorndyke
(Name of affiant)

He/She is personally known to me or has produced DL as identification.

Pinal Kalpesh Vadga
Signature of Notary

Pinal Kalpesh Vadga
Notary's Printed Name

09/12/2027
Expiration of Notary's Commission

Affix Seal Here:

See Attached Certificate

10/31/2023

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Contra Costa

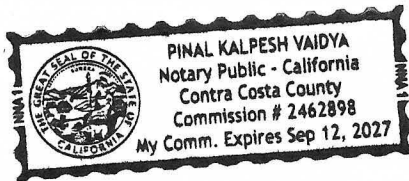
Subscribed and sworn to (or affirmed) before me on this 31st day of October, 2023, by
Date Month Year

(1) KEITH THORNDYKE —

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature _____
Signature of Notary Public



Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Original

City of Jacksonville Beach
Beaches Energy Services
Date: 09/19/2023

RFP #: 01-2324
Supply, Repair and Upgrade Switchgears for BES

FORM 1: PROPOSAL TENDER FORM

RFP DOCUMENT TURN-IN CHECKLIST

The following documents are to be completed, signed and submitted as part of the Submittal Package in response to this RFP. Failure to provide the listed documents may be cause for the CITY to consider rejection of the submitted RFP. This consideration will be at the sole discretion of the CITY.

INITIAL Check-Off	#	SECTION TITLE
[☒]	1.	FORM 1: PROPOSAL TENDER FORM (pages 64-66)
[☒]	2.	FORM 2: RFP AWARD NOTICE (page 67)
[☒]	3.	FORM 3: REQUIRED DISCLOSURE (page 68)
[☒]	4.	FORM 4: DRUG-FREE WORKPLACE COMPLIANCE (page 69)
[☒]	5.	FORM 5: NON-COLLUSION AFFIDAVIT (page 70)
[☒]	6.	FORM 6: NON-BANKRUPTCY AFFIDAVIT (page 71)

NOTE: Please INITIAL Check-Off of each *document / activity / requirement* that is attached to the Proposal Tender Form and/or is required by the RFP and/or Addenda.

ADDENDA RECEIPT VERIFICATION

Respondent shall acknowledge receipt of all addenda, if any, to the RFP, by filling in Addenda Numbers and dates below.

Addendum #: <u>1</u> Dated: <u>11/01/23</u>	Addendum #: <u> </u> Dated: <u> </u>
Addendum #: <u> </u> Dated: <u> </u>	Addendum #: <u> </u> Dated: <u> </u>

FORM 1: PROPOSAL TENDER FORM

Respondent: Wesco Distribution, Inc

DATE: 11/13/23

I/we, have reviewed and examined the Scope of Work, Drawings, Material Specifications, and all Addendums, and fully understand the scope of work, conditions, and requirements for this project.

It is understood that the conditions and offers set forth in this proposal shall remain in effect for a period of sixty (60) days, and acceptance of this Proposal by the City binds both parties to its contents during the term that it takes to satisfactorily complete the installation of the work at Project Name.

I/ We, representing, or as Agent for Wesco Distribution, Inc

Company

5971 Pershing Avenue

Address

Orlando, FL 32822

City, State, Zip Code

and hereby known as **Contractor**, agrees to furnish all equipment, labor, and material as stated in the Scope of Work, Drawings, Material Specifications, and all Addendums for the Project Name.

For this required scope of work the Contract Price for this work is:

LIST OF SWITCHGEARS

COST

Single Phase Pad Mount Switchgear	\$ 25,454
ATS Pad Mount Switchgear	\$ 133,250
Three Phase Pad Mount Switchgears	NQ
Padmount type 5, 2 ways: 1 way 600A switched, 1 way 600A single phases VFI	\$ 66,007
Padmount type 9, 4 ways: 2 ways 600A switched, 2 ways 200A single phases VFI	\$ 126,112
Padmount type 9, 4 ways: 2 ways 600A switched, 2 ways 600A single phases VFI	\$ 126,344
Padmount type 11, 4 ways: 3 ways 600A switched, 1 way 200A single phases VFI	\$ 125,682
Padmount type 11, 4 ways: 3 ways 600A switched, 1 way 600A single phases VFI	\$ 125,798
Padmount type 12, 4 ways: 1 way 600 switched, 3 ways 200A single phases VFI	\$ 126,891
Padmount type 12, 4 ways: 1 way 600 switched, 3 ways 600A single phases VFI	\$ 126,891

SWITCHGEARS WITH MOTOR CONTROLLED SWITCHES AND RTU FOR FUTURE REMOTE OPERATION	COST
---	-------------

ATS Pad Mount Switchgear	_____
Three Phase Pad Mount Switchgears	_____
Padmount type 5, 2 ways: 1 way 600A switched, 1 way 600A single phases VFI	_____
Padmount type 9, 4 ways: 2 ways 600A switched, 2 ways 200A single phases VFI	_____
Padmount type 9, 4 ways: 2 ways 600A switched, 2 ways 600A single phases VFI	_____
Padmount type 11, 4 ways: 3 ways 600A switched, 1 way 200A single phases VFI	_____
Padmount type 11, 4 ways: 3 ways 600A switched, 1 way 600A single phases VFI	_____
Padmount type 12, 4 ways: 1 way 600 switched, 3 ways 200A single phases VFI	_____
Padmount type 12, 4 ways: 1 way 600 switched, 3 ways 600A single phases VFI	_____

Failure to fully complete and sign this Proposal Form may result in rejection of the Proposal.

All services shall be provided meeting, and in compliance with this RFP document and the most current versions of all local, state, and federal laws, rules, regulations, policies, guidelines, (to include, but not limited to, that are applicable to and/or promulgated for each disaster event), etc.

NOTE: Respondent is solely responsible for developing / determining / verifying for this project all plans / all methods / all quantities / all measurements and all manufacturers' requirements / recommendations necessary to provide a satisfactory fully completed project under the provisions of the RFP, to the CITY's satisfaction, to include costs for all labor, all equipment, all materials, all rental / leasing / purchasing of equipment and materials, all preparations, all repairs, all safety work, all quality control work, all disposal work, all mobilization and demobilization work, all sub-contractor work, all taxes, all insurance, all bonding if required, all inspection work, all verification work, all warranty work, all permitting at all levels of government, all contractor overhead, all contractor profit, and any / all other project related work and/or cost/expense that is not listed, and all of which shall be the basis for the proposal for this RFP.

I hereby certify that I have read and understand the requirements of **RFP No. 01-2324 Item 1: Project Name.** and as the respondent, will comply with all requirements, and that I am duly authorized to execute this RFP.

SUBMITTED BY: Jeane Muratti
Printed Name of Authorized Submitter

COMPANY NAME: Wesco Distribution, Inc

ADDRESS: 5971 Pershing Avenue

CITY, STATE & ZIP: Orlando, FL 32807

EMAIL ADDRESS: jmuratti@wesco.com

By: Jeane Muratti
Signature of Authorized Submitter

Inside Sales Representative
Title (typed or neatly printed)

FORM 2: RFP AWARD NOTICE

City of Jacksonville Beach

1460A Shetter Avenue, Jacksonville Beach, FL 32250, (904) 247-6229

NOTICE: Items 1 to 6 are to be completed by the respondent. The respondent is to submit the form to the CITY along with the Proposal Tender Form and other required documents.

1. Company Name: WESCO DISTRIBUTION, INC
2. Address: 5971 PERSHING AVE
3. City, State & Zip: ORLANDO, FL 32807
4. Attention: RENEE LACKEY
5. Phone: 352-408-3898
6. E-mail address: renee.lackey@anixter.wescodist.com
- PLEASE PRINT CLEARLY

ITEMS BELOW TO BE COMPLETED BY THE CITY OF JACKSONVILLE BEACH

Proposals were received and evaluated, and the following recommendation will be presented to the City Manager for award of **RFP No. 01-2324** per the attached Proposal Tabulation form(s).

A written notice of intent to file a protest must be filed with the Purchasing Administrator within three (3) days after receipt by the respondent of the Notice of Intent to Submit RFP for Approval and Award by City Council from the Purchasing Administrator in accordance with the procedures set forth in Section XII K., City of Jacksonville Beach Purchasing Manual.

If awarded RFP, please do not proceed with any work prior to receiving an official City of Jacksonville Beach Purchase Order and/or Notice-to-Proceed letter.

Thank you for your proposal.
Sincerely,

CITY OF JACKSONVILLE BEACH
/s/Luis F. Flores
Property and Procurement Division

The following disclosure is of all material facts pertaining to any felony conviction or any pending felony charges in the last three (3) years in this State or any other state or the United States against (1) respondent, (2) any business entity related to or affiliated with respondent, or (3) any present or former owner of respondent or of any such related or affiliated entity. This disclosure shall not apply to any person or entity which is only a stockholder, which person or entity owns twenty (20) percent or less of the outstanding shares of a respondent whose stock is publicly owned and traded:

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Title: **INSIDE SALES REPRESENTATIVE**

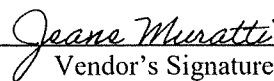
Page 68 of 71

FORM 4: DRUG-FREE WORKPLACE COMPLIANCE

IDENTICAL TIE PROPOSALS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals, which are equal with respect to price, quality and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under contract a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under contract, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.


Vendor's Signature

FORM 5: NON-COLLUSION AFFIDAVIT

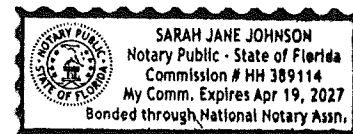
Jeane Muratti, being first duly sworn deposes and says
that:

1. He (it) is the Inside Sales Representative, of Wesco Dist.
the respondent that has submitted the attached proposal;
2. He is fully informed respecting the preparation and contents of the attached proposal and
of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither the said respondent nor any of its officers, partners, owners, agents,
representatives, employees, or parties in interest, including this affidavit, have in any
way, colluded, conspired, connived or agreed, directly or indirectly, with any other
respondent, firm or person to submit a collusive or sham proposal in connection with the
Contract for which the attached proposal has been submitted; or to refrain from
responding in connection with such Contract; or have in any manner, directly or
indirectly, sought by agreement or collusion or communication, or conference with any
respondent firm, or person to fix the price or prices in the attached proposal or of any
other respondent or to fix any overhead, profit, or cost elements of the proposal price or
the proposal price of any other respondent, or to secure through any collusion,
conspiracy, connivance, or unlawful agreement any advantage against other respondents,
or any person interested in the proposed Contract;
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted
by any collusion, conspiracy, connivance, or unlawful agreement on the part of the
respondent or any other of its agents, representatives, owners, employees or parties in
interest, including his affidavit.

By: Jeane Muratti

Sworn and subscribed to before me this 13th day of November 2023
in the State of Florida, County of Orange.

Sarah Jane Johnson Notary Public
My Commission Expires: 04/19/2027



FORM 6: NON-BANKRUPTCY AFFIDAVIT

RFP #: 01-2324

STATE OF Florida

COUNTY OF Orange

Jeane Muratti is an officer and member of
the firm of WESCO DISTRIBUTION, INC, being first duly sworn, deposes and
states that;

1. The subsequent certification statement is a true and accurate statement as of the date shown below.
2. The affiant understands that the intentional inclusion of false, deceptive or fraudulent statements on this Non-Bankruptcy Affidavit constitutes fraud; and, that the City of Jacksonville Beach, Florida, considers such action on the part of the affiant to constitute good cause for denial, suspension, revocation, disqualification, or rejection of affiant's participation in **RFP No. 01-2324**
3. Certification Statement: This is to certify that the aforementioned firm has not filed for bankruptcy in the past seven (7) years and that no owner/officer or principal of the aforementioned firm has filed for bankruptcy personally in the past seven (7) years or has been an owner/officer or principal of a firm which has filed for bankruptcy in the past seven (7) years.

Jeane Muratti
Affiant Signature

Sworn to before me this 13th day of November, 2023 by _____
(Name of affiant)

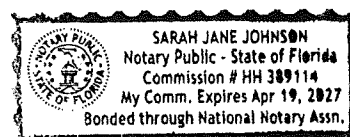
He/She is personally known to me or has produced _____ as identification.

Sarah Johnson
Signature of Notary

Sarah Johnson
Notary's Printed Name

Expiration of Notary's Commission 4/19/2027

Affix Seal Here:



ADDENDUM No. 1

RFP No.: 01-2324
Title: Supply, Repair and Upgrade Switchgears for BES

The purpose of Addendum No. 1 to RFP No. 01-2324 Supply, Repair and Upgrade Switchgears for BES is to extend the bid date by one (1) week to November 15, 2023.

COMPANY NAME: Wesco Distribution, Inc

ADDRESS: 5971 Pershing Avenue

CITY, STATE & ZIP: Orlando, FL 32807

SUBMITTED BY: Jeane Muratti
Printed name of authorized submitter

TITLE: Inside Sales Representative

SIGNATURE: *Jeane Muratti*

DATE: 11/01/23



860 Ridge Lake Blvd * Memphis, TN 38120 * Tel: 800-888-0211

SPA: 80013458

EFF. DATE: 11/13/23

EXP. DATE: 12/22/23

To: WESCO DISTRIBUTION INC, US (9023639)

Address: 5971 PERSHING AVE, ORLANDO, Florida, 32822-3881, United States

ABB thanks you for the opportunity to offer the referenced product for WESCO DISTRIBUTION INC, US. We trust that it will contribute to the improvement of the reliability and overall performance of your distribution system. ABB would like to propose the following:

Line	Qty	New Cat#	
1	1	ATD324AALL6666CS1889	JB# AB ATS

Elastimold Switchgear

Your quote contains (1) Elastimold Switchgear system(s).

LEAD TIME: 38-42 Weeks manufacturing time after receipt of order.

Line	Qty	New Cat#	
2	1	QUOTE-9J-1	JB# 00692

Description: MD3221T1J66XFXFGEJ4L

Elastimold Switchgear

Your quote contains (1) Elastimold Switchgear system(s).

Switchgear Application

- Type: Multi-Way
- Mounting Style: Double-sided Padmount
- Phases: 3-Phase
- Voltage Class: 27.0 kV/12.5 kA
- BIL Rating: 125 kV BIL
- KA Rating: 12.5 kA Interrupting Capability

Components

- Number of Ways: 2
- Source Ways: 1
- Source Component: Three Phase Molded Vacuum Switches (MVS3)
- Source Interface Amperage: 600 Amps Bushing Interfaces
- Load Ways: 1
- Load Component: Three (3) - Single Phase Molded Vacuum Interrupter (MV11) with 1000:1 Current Transformers
- Load Interface Amperage: 600 Amps Bushing Interfaces



860 Ridge Lake Blvd * Memphis, TN 38120 * Tel: 800-888-0211

Controls

- Source Controls: None
- Load Controls: Elastimold 80 Control: TCC's select through E-set software
- PT to Power Controls: None

Enclosure and Accessories

- Accessories Options: Position Indicators all ways
- Enclosure: Stainless Steel, Munsell Green 7GY 3.29/1.5 & Round Ground Bar
- Enclosure Dimension: Double-Sided Padmount 36" W x 64" D x 54" H
- Language: English Labels and Instructions

Additional Information

- Special Requirements? YES
- Approval Drawing Required? YES
- Factory Acceptance Test Required? NO

Special Requests

- Special #1 - Other (Brief Description):
1. Way 2 will have an interrupter which will use 10-control instead of the 80-control.
 2. Way 1 will have a switch
 4. Enclosure should have depth more than 60" and width more than 39". (See the attached pad dimensions)
- Special #2 - Other (Brief Description):
1. Customer wants Trubreak (visible break) on the switch.
 2. Parking stands for each 200 and 600 ampere cable termination.
- Special #3 - Other (Brief Description):
1. Our standard round ground bars will be used on enclosures. Material: Copper. Diameter: 1/2
 2. Main switches shall be designed to allow grounds to be placed on one side of an open switch with the other side energized at rated voltage. - ABB Grounding Devices (GADs) are compatible and can be used.
 3. Enclosure dimension shall be 44" W x 64" D x 54" H

LEAD TIME: 4-6 weeks MDG (ESR) time after receipt of order + 38-42 Weeks manufacturing time.

Line	Qty	New Cat#	
3	1	QUOTE-9J-2	JB# 00693

Description: MM3242T2J62XFXGGEJ4J

Elastimold Switchgear

Your quote contains (1) Elastimold Switchgear system(s).



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Switchgear Application

- Type: Multi-Way
- Mounting Style: Modular Double-Sided Padmount
- Phases: 3-Phase
- Voltage Class: 27.0 kV/12.5 kA
- BIL Rating: 125 kV BIL
- KA Rating: 12.5 kA Interrupting Capability

Components

- Number of Ways: 4
- Source Ways: 2
- Source Component: Three Phase Molded Vacuum Switches (MVS3)
- Source Interface Amperage: 600 Amps Bushing Interfaces
- Load Ways: 2
- Load Component: Three (3) - Single Phase Molded Vacuum Interrupter (MV11) with 1000:1 Current Transformers
- Load Interface Amperage: 200 Amps Bushing Well Interfaces

Controls

- Source Controls: None
- Load Controls: Elastimold 80 Control: TCC's select through E-set software
- PT to Power Controls: None

Enclosure and Accessories

- Accessories Options: Tru-Break with DC Interlock (Source Ways)
- Enclosure: Stainless Steel, Munsell Green 7GY 3.29/1.5 & Round Ground Bar
- Enclosure Dimension: Modular Double-Sided Padmount 60"W x 78"D x 60"H
- Language: English Labels and Instructions

Additional Information

- Special Requirements? YES
- Approval Drawing Required? YES
- Factory Acceptance Test Required? NO

Special Requests

- | | |
|---|--|
| Special #1 - Other (Brief Description): | 1. Parking stands for each 200 and 600 ampere cable termination.
2. ABC-CBA configuration. |
| Special #2 - Other (Brief Description): | 1. Our standard round ground bars will be used on enclosures. Material: Copper, Diameter: 1/2
2. Main switches shall be designed to allow grounds to be placed on one side of an open switch with the other side energized at rated voltage. – ABB Grounding Devices (GADs) are compatible and can be used. |
| Special #3 - Other (Brief Description): | 1. Way 3&4 will have interrupters which will use 10-control instead of the 80-control.
2. Way 1 &2 will have switches
3. Enclosure should have depth more than 79" and width more than 62". (See the attached pad |



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dimensions)

4. Enclosure dimension shall be 67" W x 80" D x 60" H

LEAD TIME: 4-6 weeks MDG (ESR) time after receipt of order + 38-42 Weeks manufacturing time.

Line	Qty	New Cat#
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4	1	QUOTE-9J-3
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JB# 00694

Description: MM3242T2J66XFXGGEJ4I

Elastimold Switchgear

Your quote contains (1) Elastimold Switchgear system(s).

Switchgear Application

- Type: Multi-Way
- Mounting Style: Modular Double-Sided Padmount
- Phases: 3-Phase
- Voltage Class: 27.0 kV/12.5 kA
- BIL Rating: 125 kV BIL
- KA Rating: 12.5 kA Interrupting Capability

Components

- Number of Ways: 4
- Source Ways: 2
- Source Component: Three Phase Molded Vacuum Switches (MVS3)
- Source Interface Amperage: 600 Amps Bushing Interfaces
- Load Ways: 2
- Load Component: Three (3) - Single Phase Molded Vacuum Interrupter (MVI1) with 1000:1 Current Transformers
- Load Interface Amperage: 600 Amps Bushing Interfaces

Controls

- Source Controls: None
- Load Controls: Elastimold 80 Control: TCC's select through E-set software
- PT to Power Controls: None

Enclosure and Accessories

- Accessories Options: Tru-Break with DC Interlock (Source Ways)
- Enclosure: Stainless Steel, Munsell Green 7GY 3.29/1.5 & Round Ground Bar
- Enclosure Dimension: Modular Double-Sided Padmount 60"W x 78"D x 60"H
- Language: English Labels and Instructions

Additional Information

- Special Requirements? YES
- Approval Drawing Required? YES
- Factory Acceptance Test Required? NO



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Special Requests

- Special #1 - Other (Brief Description):
1. Parking stands for each 200 and 600 ampere cable termination.
 2. ABC-CBA configuration.
- Special #2 - Other (Brief Description):
1. Our standard round ground bars will be used on enclosures. Material: Copper. Diameter: 1/2
 2. Main switches shall be designed to allow grounds to be placed on one side of an open switch with the other side energized at rated voltage. – ABB Grounding Devices (GADs) are compatible and can be used.
- Special #3 - Other (Brief Description):
1. Way 3&4 will have interrupters which will use 10-control instead of the 80-control.
 2. Way 1 &2 will have switches
 3. Enclosure should have depth more than 79" and width more than 62". (See the attached pad dimensions)
 4. Enclosure dimension shall be 67" W x 80" D x 60" H

LEAD TIME: 4-6 weeks MDG (ESR) time after receipt of order + 38-42 Weeks manufacturing time.

Line	Qty	New Cat#
5	1	QUOTE-9J-4
		JB# 00696

Description: MM3243T1J62XFXGGEJ4H

Elastimold Switchgear

Your quote contains (1) Elastimold Switchgear system(s).

Switchgear Application

- Type: Multi-Way
- Mounting Style: Modular Double-Sided Padmount
- Phases: 3-Phase
- Voltage Class: 27.0 kV/12.5 kA
- BIL Rating: 125 kV BIL
- KA Rating: 12.5 kA Interrupting Capability

Components

- Number of Ways: 4
- Source Ways: 3
- Source Component: Three Phase Molded Vacuum Switches (MVS3)
- Source Interface Amperage: 600 Amps Bushing Interfaces
- Load Ways: 1
- Load Component: Three (3) - Single Phase Molded Vacuum Interrupter (MVI1) with 1000:1 Current Transformers
- Load Interface Amperage: 200 Amps Bushing Well Interfaces



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Controls

- Source Controls: None
- Load Controls: Elastimold 80 Control: TCC's select through E-set software
- PT to Power Controls: None

Enclosure and Accessories

- Accessories Options: Tru-Break with DC Interlock (Source Ways)
- Enclosure: Stainless Steel, Munsell Green 7GY 3.29/1.5 & Round Ground Bar
- Enclosure Dimension: Modular Double-Sided Padmount 60"W x 78"D x 60"H
- Language: English Labels and Instructions

Additional Information

- Special Requirements? YES
- Approval Drawing Required? YES
- Factory Acceptance Test Required? NO

Special Requests

- Special #1 - Other (Brief Description):
1. Parking stands for each 200 and 600 ampere cable termination.
 2. ABC-CBA configuration
- Special #2 - Other (Brief Description):
1. Our standard round ground bars will be used on enclosures. Material: Copper. Diameter: 1/2
 2. Main switches shall be designed to allow grounds to be placed on one side of an open switch with the other side energized at rated voltage. – ABB Grounding Devices (GADs) are compatible and can be used.
- Special #3 - Other (Brief Description):
1. Way4 will have an interrupter which will use 10-control instead of the 80-control.
 2. Way 1 & 2 & 3 will have switches
 3. Enclosure should have depth more than 79" and width more than 62". (See the attached pad dimensions)
 4. Enclosure dimension shall be 67" W x 80" D x 60" H

LEAD TIME: 4-6 weeks MDG (ESR) time after receipt of order + 38-42 Weeks manufacturing time.

Line	Qty	New Cat#	
6	1	QUOTE-9J-5	JB# 00697

Description: MM3243T1J66XFXGGEJ4G

Elastimold Switchgear

Your quote contains (1) Elastimold Switchgear system(s).

Switchgear Application



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- Type: Multi-Way
- Mounting Style: Modular Double-Sided Padmount
- Phases: 3-Phase
- Voltage Class: 27.0 kV/12.5 kA
- BIL Rating: 125 kV BIL
- KA Rating: 12.5 kA Interrupting Capability

Components

- Number of Ways: 4
- Source Ways: 3
- Source Component: Three Phase Molded Vacuum Switches (MVS3)
- Source Interface Amperage: 600 Amps Bushing Interfaces
- Load Ways: 1
- Load Component: Three (3) - Single Phase Molded Vacuum Interrupter (MVI1) with 1000:1 Current Transformers
- Load Interface Amperage: 600 Amps Bushing Interfaces

Controls

- Source Controls: None
- Load Controls: Elastimold 80 Control: TCC's select through E-set software
- PT to Power Controls: None

Enclosure and Accessories

- Accessories Options: Tru-Break with DC Interlock (Source Ways)
- Enclosure: Stainless Steel, Munsell Green 7GY 3.29/1.5 & Round Ground Bar
- Enclosure Dimension: Modular Double-Sided Padmount 60"W x 78"D x 60"H
- Language: English Labels and Instructions

Additional Information

- Special Requirements? YES
- Approval Drawing Required? YES
- Factory Acceptance Test Required? NO

Special Requests

- Special #1 - Other (Brief Description):
1. Parking stands for each 200 and 600 ampere cable termination.
 2. ABC-CBA configuration
- Special #2 - Other (Brief Description):
1. Our standard round ground bars will be used on enclosures. Material: Copper. Diameter: 1/2
 2. Main switches shall be designed to allow grounds to be placed on one side of an open switch with the other side energized at rated voltage. – ABB Grounding Devices (GADs) are compatible and can be used.
- Special #3 - Other (Brief Description):
1. Way 4 will have an interrupter which will use 10-control instead of the 80-control.
 2. Way 1 & 2&3 will have switches
 3. Enclosure should have depth more than 79" and width more than 62". (See the attached pad dimensions)



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4. Enclosure dimension shall be 67" W x 80" D x 60" H

LEAD TIME: 4-6 weeks MDG (ESR) time after receipt of order + 38-42 Weeks manufacturing time.

Line	Qty	New Cat#	
7	1	QUOTE-9J-6	JB# 01440

Description: MM3241T3J66XFXGGEJ4F

Elastimold Switchgear

Your quote contains (1) Elastimold Switchgear system(s).

Switchgear Application

- Type: Multi-Way
- Mounting Style: Modular Double-Sided Padmount
- Phases: 3-Phase
- Voltage Class: 27.0 kV/12.5 kA
- BIL Rating: 125 kV BIL
- KA Rating: 12.5 kA Interrupting Capability

Components

- Number of Ways: 4
- Source Ways: 1
- Source Component: Three Phase Molded Vacuum Switches (MVS3)
- Source Interface Amperage: 600 Amps Bushing Interfaces
- Load Ways: 3
- Load Component: Three (3) - Single Phase Molded Vacuum Interrupter (MV11) with 1000:1 Current Transformers
- Load Interface Amperage: 600 Amps Bushing Interfaces

Controls

- Source Controls: None
- Load Controls: Elastimold 80 Control: TCC's select through E-set software
- PT to Power Controls: None

Enclosure and Accessories

- Accessories Options: Tru-Break with DC Interlock (Source Ways)
- Enclosure: Stainless Steel, Munsell Green 7GY 3.29/1.5 & Round Ground Bar
- Enclosure Dimension: Modular Double-Sided Padmount 60"W x 78"D x 60"H
- Language: English Labels and Instructions

Additional Information

- Special Requirements? YES
- Approval Drawing Required? YES



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- Factory Acceptance Test Required? NO

Special Requests

Special #1 - Other (Brief 1. Parking stands for each 200 and 600 ampere cable termination.
Description):

2. ABC-CBA configuration

Special #2 - Other (Brief 1. Our standard round ground bars will be used on enclosures. Material: Copper. Diameter: 1/2
Description):

2. Main switches shall be designed to allow grounds to be placed on one side of an open switch with the other side energized at rated voltage. - ABB Grounding Devices (GADs) are compatible and can be used.

Special #3 - Other (Brief 1. Way 2&3&4 will have interrupters which will use 10-control instead of the 80-control.
Description):

2. Way 1 will have a switch.

3. Enclosure should have depth more than 79" and width more than 62". (See attached dimensions)

4. Enclosure dimension shall be 67" W x 80" D x 60" H

LEAD TIME: 4-6 weeks MDG (ESR) time after receipt of order + 38-42 Weeks manufacturing time.

Line	Qty	New Cat#
8	1	QUOTE-9J-7

JB# 00750

Description: ESP124-BKKB-2222-S

Elastimold Switchgear

Your quote contains (1) Elastimold Switchgear system(s).

Switchgear Application

- Type: Multi-Way
- Mounting Style: Modular Single-Sided Padmount
- Phases: 1-Phase
- Voltage Class: 27.0 kV/12.5 kA
- BIL Rating: 125 kV BIL
- KA Rating: 12.5 kA Interrupting Capability

Components

- Number of Ways: 4
- Components: Two (2) - Single Phase Molded Vacuum Interrupter (MVI1) with 1000:1 Current Transformers
- Interface Amperage: 200 Amps Bushing Well Interfaces

Controls

- Controls: Elastimold 10 Control on 2xMVI1
- PT to Power Controls: None



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Enclosure and Accessories

- Accessories Options: None
- Enclosure: Stainless Steel, Munsell Green 7GY 3.29/1.5 & Round Ground Bar
- Enclosure Dimension: Modular Double-Sided Padmount 42"W x 30"D x 42"H
- Language: English Labels and Instructions

Additional Information

- Special Requirements? NO
- Approval Drawing Required? YES
- Factory Acceptance Test Required? NO

LEAD TIME: 4-6 weeks MDG (ESR) time after receipt of order + 38-42 Weeks manufacturing time.

COMMENTS / NOTES:

TERMS & CONDITIONS:

- Prices are firm until 12/22/2023.
- {ABB Installation Products Inc. TERMS AND CONDITIONS PER ATTACHED}

ABB INC. GENERAL TERMS AND CONDITIONS OF SALE
(2023-02 U.S.)

1. General.

The terms and conditions contained herein, together with any additional or different terms contained in ABB's proposal, quotation and/or invoice ("Proposal"), if any, submitted to Purchaser (which Proposal, Policies, Addendum(s), if any, submitted to Purchaser shall control over any conflicting terms), constitute the entire agreement (the "Agreement") between the parties with respect to the purchase order and supersede all prior communications and agreements regarding the purchase order. Acceptance by ABB of the purchase order, or Purchaser's acceptance of ABB's Proposal, is expressly limited to and conditioned upon Purchaser's acceptance of these terms and conditions, payment for or acceptance of any performance by ABB being acceptance. These terms and conditions may not be changed or superseded by any different or additional terms and conditions proposed by Purchaser to which terms ABB hereby objects. Unless the context otherwise requires, the term "Equipment" as used herein means all of the equipment, parts, accessories sold, and all software and software documentation, if any, licensed to Purchaser by ABB ("Software") under the purchase order. Unless the context otherwise requires, the term "Services" as used herein means all labor, supervisory, technical and engineering, installation, repair, consulting or other services provided by ABB under the purchase order. As used herein, the term "Purchaser" shall also include the initial end user of the Equipment and/or services; provided, however, that Article 14(a) shall apply exclusively to the initial end user.

2. Prices.

(a) Unless otherwise specified in writing, all Proposals expire thirty (30) days from the date thereof and may be modified or withdrawn by ABB before receipt of Purchaser's conforming acceptance. All quoted prices are subject to revision at any time in the event of any increase in raw material, energy costs or governmental actions such as tariffs.

(b) Unless otherwise stated herein, Services prices are based on normal business hours (8 a.m. to 5 p.m. Monday through Friday). Overtime and Saturday hours will be billed at one and one-half (1 1/2) times the hourly rate; and Sunday hours will be billed at two (2) times the hourly rate; holiday hours will be billed at three (3) times the hourly rate. If a Services rate sheet is attached hereto, the applicable Services rates shall be those set forth in the rate sheet. Rates are subject to change without notice.

(c) The price does not include any federal, state or local property, license, privilege, sales, use, excise, gross receipts, or other like taxes which may now or hereafter be applicable. Purchaser agrees to pay or reimburse any such taxes which ABB or its suppliers are required to pay or collect. If Purchaser is exempt from the payment of any tax or holds a direct payment permit, Purchaser shall, upon purchase order placement, provide ABB a copy, acceptable to the relevant governmental authorities of any such certificate or permit.

(d) The price includes customs duties and other importation or exportation fees, if any, at the rates in effect on the date of ABB's Proposal. Any change after that date in such duties, fees, or rates, shall increase the price by ABB's additional cost.

3. Payment.

(a) Unless specified to the contrary in writing by ABB, payment terms are net cash, payable without offset, in United States Dollars, 30 days from date of invoice by wire transfer to the account designated by ABB in the Proposal. ABB is not required to commence or continue its performance unless and until invoiced payments have been received in a timely fashion. For each day of delay in receiving required payments, ABB shall be entitled to a matching extension of the schedule.

(b) If in the judgment of ABB, the financial condition of Purchaser at any time prior to delivery does not justify the terms of payment specified, ABB may require payment in advance, payment security satisfactory to ABB and suspend its performance until said advance payment or payment security is received or may terminate the purchase order, whereupon ABB shall be entitled to receive reasonable cancellation charges. If delivery is delayed by Purchaser, payment shall be due on the date ABB is prepared to make delivery. Delays in delivery or nonconformities in any installments delivered shall not relieve Purchaser of its obligation to accept and pay for remaining installments.

(c) Purchaser shall pay, in addition to the overdue payment, a late charge equal to the lesser of 1 1/2% per month or any part thereof or the highest applicable rate allowed by law on all such overdue amounts plus ABB's attorneys' fees and court costs incurred in connection with collection. If Purchaser fails to make payment of any amounts due under any purchase order and fails to cure such default within ten (10) days after receiving written notice specifying such default, then ABB may by written notice, at its option, suspend its performance under the purchase order until such time as the full balance is paid or terminate the purchase order, as of a date specified in such notice. In the event of suspension, cancellation or termination hereunder, ABB will be entitled to recover all costs for work performed to date, costs associated with suspension, cancellation or termination of the work and all other costs recoverable at law.

4. Changes.

(a) Any changes requested by Purchaser affecting the ordered scope of work must first be reviewed by ABB and any resulting adjustments to affected provisions, including price, schedule, and guarantees mutually agreed in writing prior to implementation of the change.

(b) ABB may, at its expense, make such changes in the Equipment or Services as it deems necessary, in its sole discretion, to conform the Equipment or Services to the applicable specifications. If Purchaser objects to any such changes, ABB shall be relieved of its obligation to conform to the applicable specifications to the extent that conformance may be affected by such objection.

5. Delivery.

(a) All Equipment manufactured, assembled or warehoused in the continental United States is delivered FCA ABB point of shipment, Incoterms® 2020 unless otherwise mutually agreed in writing. Equipment shipped outside the continental United States is delivered FCA Incoterms® 2020 United States port of export unless otherwise mutually agreed in writing. Purchaser shall be responsible for any and all demurrage or detention charges.

(b) If the scheduled delivery of Equipment is delayed by Purchaser or by Force Majeure, ABB may move the Equipment to storage for the account of and at the risk of Purchaser whereupon it shall be deemed to be delivered.

(c) Shipping and delivery dates are contingent upon Purchaser's timely approvals and delivery by Purchaser of any documentation required for ABB's performance hereunder.

(d) Claims for shortages or other errors in delivery must be made in writing to ABB within ten (10) days of delivery. Equipment may not be returned except with the prior written consent of and subject to terms specified by ABB. Claims for damage after delivery shall be made directly by Purchaser with the common carrier.

6. Title & Risk of Loss.

Except with respect to Software (for which title shall not pass, use being licensed) title to Equipment shall transfer to Purchaser upon delivery according to the applicable freight term. Notwithstanding any agreement with respect to delivery terms or payment of transportation charges, risk of loss or damage with respect to the sale of Equipment shall pass from ABB to Purchaser at delivery as defined in this Agreement. With respect to a purchase order that obligates ABB to complete the installation of purchased Equipment, risk of loss for the Equipment shall pass from ABB to Purchaser at the earlier of the time Purchaser puts the installation to its specified purpose or until the completion of the installation pursuant to this Agreement.

7. Inspection, Testing and Acceptance.

(a) Any inspection by Purchaser of Equipment on ABB's premises shall be scheduled in advance to be performed during normal working hours and subject to rules and regulations in place at the ABB premises.

(b) If the purchase order provides for factory acceptance testing, ABB shall notify Purchaser when ABB will conduct such testing prior to shipment. Unless Purchaser states specific objections in writing within ten (10) days after completion of factory acceptance testing, completion of the acceptance test constitutes Purchaser's factory acceptance of the Equipment and its authorization for shipment.

(c) If the purchase order provides for site acceptance testing, testing will be performed by ABB personnel to verify that the Equipment has arrived at site complete, without physical damage, and in good operating condition. Completion of site acceptance testing constitutes full and final acceptance of the Equipment. If, through no fault of ABB, acceptance testing is not completed within thirty (30) days after arrival of the Equipment at the site, the site acceptance test shall be deemed completed and the Equipment shall be deemed accepted.

8. Warranties and Remedies.

(a) **Equipment and Services Warranty.** ABB warrants that Equipment (excluding Software, which is warranted as specified in paragraph (d) below) shall be delivered free of defects in material and workmanship and that Services shall be free of defects in workmanship. The Warranty Remedy Period for Equipment (excluding Software and Spare Parts) shall end twelve (12) months after installation or eighteen (18) months after date of shipment, whichever first occurs. The Warranty Remedy Period for new spare parts shall end twelve (12) months after date of shipment. If the purchase order includes the sale of refurbished or repaired parts, the Warranty Remedy Period for such parts shall end ninety (90) days after date of shipment. The Warranty Remedy Period for Services shall end ninety (90) days after the date of completion of Services.

(b) **Equipment and Services Remedy.** If a nonconformity to the foregoing warranty is discovered in the Equipment or Services during the applicable Warranty Remedy Period, as specified above, under normal and proper use and provided the Equipment has been properly stored, installed, operated and maintained and written notice of such nonconformity is provided to ABB promptly after such discovery and within the applicable Warranty Remedy Period, ABB shall, at its option, either (i) repair or replace the nonconforming portion of the Equipment or re-perform the nonconforming Services or (ii) refund the portion of the price applicable to the nonconforming portion of Equipment or Services. If any portion of the Equipment or Services so repaired, replaced or re-performed fails to conform to the foregoing warranty, and written notice of such nonconformity is provided to ABB promptly after discovery and within the original Warranty Remedy Period applicable to such Equipment or Services or thirty (30) days from completion of such repair, replacement or re-performance, whichever is later, ABB will repair or replace such nonconforming Equipment or re-perform the nonconforming Services. The original Warranty Remedy Period shall not otherwise be extended.

(c) **Exceptions.** ABB shall not be responsible for providing temporary power, removal, installation, reimbursement for labor costs or working access to the nonconforming Equipment, including disassembly and re-assembly of non-ABB supplied equipment, or for providing transportation to or from any repair facility, or for any other expenses incurred in connection with the repair or replacement, all of which shall be at Purchaser's risk and expense. ABB shall have no obligation hereunder with respect to any Equipment which (i) has been improperly repaired or altered; (ii) has been subjected to misuse, negligence or accident; (iii) has been used in a manner contrary to ABB's instructions; (iv) is comprised of materials provided by or a design specified by Purchaser; or (v) has failed as a result of ordinary wear and tear. Equipment supplied by ABB but manufactured by others is warranted only to the extent of the manufacturer's warranty, and only the remedies, if any, provided by the manufacturer will be allowed.

(d) **Software Warranty and Remedies.** ABB warrants that, except as specified below, the Software will, when properly installed, execute in accordance with ABB's published specification. If a nonconformity to the foregoing warranty is discovered during the period ending one (1) year after the date of shipment and written notice of such nonconformity is provided to ABB promptly after such discovery and within that period, including a description of the nonconformity and complete information about the manner of its discovery, ABB shall correct the nonconformity by, at its option, either (i) modifying or making available to the Purchaser instructions for modifying the Software; or (ii) making available at ABB's facility necessary corrected or replacement programs. ABB shall have no obligation with respect to any nonconformities resulting from (i) unauthorized modification of the Software or (ii) Purchaser-supplied software or interfacing. ABB does not warrant that the functions contained in the software will operate in combinations which may be selected for use by the Purchaser, or that the software products are free from errors in the nature of what is commonly categorized by the computer industry as "bugs".

(e) **THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY AND PERFORMANCE, WHETHER WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USAGE OF TRADE ARE HEREBY DISCLAIMED. THE REMEDIES STATED HEREIN CONSTITUTE PURCHASER'S EXCLUSIVE REMEDIES AND ABB'S ENTIRE LIABILITY FOR ANY BREACH OF WARRANTY.**

9. Intellectual Property Infringement.

(a) ABB shall defend at its own expense any action brought against Purchaser alleging that the Equipment or the use of the Equipment to practice any process for which such Equipment is specified by ABB (a "Process") directly infringes a patent in effect in the United States, an European Union member state or the country of the Site (provided there is a corresponding patent issued by the U.S., UK or an EU member state), or any copyright or trademark registered in the country of the Site and to pay all damages and costs finally awarded in any such action, provided that Purchaser has given ABB prompt written notice of such action, all necessary assistance in the defense thereof and the right to control all aspects of the defense thereof including the right to settle or otherwise terminate such action in behalf of Purchaser.

(b) ABB shall have no obligation hereunder and this provision shall not apply to: (i) any other equipment or processes, including Equipment or Processes which have been modified or combined with other equipment or process not supplied by ABB; (ii) any Equipment or Process supplied according to a design, other than an ABB design, required by Purchaser; (iii) any products manufactured by the Equipment or Process; (iv) any use of the Equipment or Process contrary to ABB instructions; (v) any patent issued after the date hereof; or (vi) any action settled or otherwise terminated without the prior written consent of ABB.

(c) If, in any such action, the Equipment is held to constitute an infringement, or the practice of any Process using the Equipment is finally enjoined, ABB shall, at its option and its own expense, procure for Purchaser the right to continue using said Equipment; or modify or replace it with non-infringing equipment or, with Purchaser's assistance, modify the Process so that it becomes non-infringing; or remove it and refund the portion of the price allocable to the infringing Equipment. THE FOREGOING PARAGRAPHS STATE THE EXCLUSIVE LIABILITY OF ABB AND EQUIPMENT MANUFACTURER FOR ANY INTELLECTUAL PROPERTY INFRINGEMENT.

(d) To the extent that said Equipment or any part thereof is modified by Purchaser, or combined by Purchaser with equipment or processes not furnished hereunder (except to the extent that ABB is a contributory infringer) or said Equipment or any part thereof is used by Purchaser to perform a process not furnished hereunder by ABB or to produce an article, and by reason of said modification, combination, performance or production, an action is brought against ABB, Purchaser shall defend and indemnify ABB in the same manner and to the same extent that ABB would be obligated to indemnify Purchaser under this "Intellectual Property Indemnification" provision.

10. Waiver of Consequential Damages.

In no event shall ABB, its suppliers or subcontractors be liable for special, indirect, incidental or consequential damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including, but not limited to, loss of profits or revenue, loss of data, loss of use, loss of use of any of the Equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, delays, and claims of customers of the Purchaser or other third parties for any damages.

11. Limitation of Liability.

(a) ABB's aggregate liability for all claims whether in contract, warranty, tort, negligence, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from this Agreement or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, operation or use of any equipment covered by or furnished under this Agreement, or from any services rendered in connection therewith, shall in no case (except as provided in the section entitled "Intellectual Property Indemnification") exceed the purchase order price.

(b) All causes of action against ABB arising out of or relating to this Agreement or the performance or breach hereof shall expire unless brought within one (1) year of the time of accrual thereof.

(c) In no event, regardless of cause, shall ABB be liable for penalties or penalty clauses of any description or for indemnification of Purchaser or others for costs, damages, or expenses arising out of or related to the Equipment and Services.

(d) The rights and remedies of the parties contained under these terms and conditions shall be sole and exclusive.

12. Laws and Regulations.

ABB does not assume any responsibility for compliance with federal, state or local laws and regulations, except as expressly set forth herein, and compliance with any laws and regulations relating to the operation or use of the Equipment or Software is the sole responsibility of the Purchaser. All laws and regulations referenced herein shall be those in effect as of the Proposal date. In the event of any subsequent revisions or changes thereto, ABB assumes no responsibility for compliance therewith. If Purchaser desires a modification as a result of any such change or revision, it shall be treated as a change per Article 4. Nothing contained herein shall be construed as imposing responsibility or liability upon ABB for obtaining any permits, licenses or approvals from any agency required in connection with the supply, erection or operation of the Equipment. This Agreement shall in all respects be governed by, and construed, interpreted and enforced in accordance with the laws of the State of New York, USA, excluding its conflicts of laws rules and the provisions of the United Nations Convention on Contracts for the International Sale of Goods, and both parties hereby agree that any litigation concerning, arising out of, or related to this Agreement, whether claims are based on contract, tort, equity or otherwise, shall be conducted only in the state or federal courts functioning in the State of New York, Manhattan County and waive the defense of an inconvenient forum in respect to any such litigation. If any provision hereof, partly or completely, shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or portion hereof and these terms shall be construed as if such invalid or unenforceable provision or portion thereof had never existed.

13. OSHA.

ABB warrants that the Equipment will comply with the relevant standards of the Occupational Safety and Health Act of 1970 ("OSHA") and the regulations promulgated thereunder as of the date of the Proposal. Upon prompt written notice from the Purchaser of a breach of this warranty, ABB will replace the affected part or modify it so that it conforms to such standard or regulation. ABB's obligation shall be limited to such replacement or modification. In no event shall ABB be responsible for liability arising out of the violation of any OSHA standards relating to or caused by Purchaser's design, location, operation, or maintenance of the Equipment, its use in association with other equipment of Purchaser, or the alteration of the Equipment by any party other than ABB.

14. Software License.

(a) ABB owns all rights in or has the right to sublicense all of the Software, if any, to be delivered to Purchaser under this Agreement. As part of the sale made hereunder Purchaser hereby obtains a limited license to use the Software, subject to the following: (i) the Software may be used only in conjunction with equipment supplied by ABB; (ii) the Software shall be kept strictly confidential; (iii) the Software shall not be copied, reverse engineered, or modified; (iv) the Purchaser's right to use the Software shall terminate immediately when the specified equipment is no longer used by the Purchaser or when otherwise terminated, e.g. for breach, hereunder; and (v) the rights to use the Software are non-exclusive and non-transferable, except with ABB's prior written consent.

(b) Nothing in this Agreement shall be deemed to convey to Purchaser any title to or ownership in the Software or the intellectual property contained therein in whole or in part, nor to designate the Software a "work made for hire" under the Copyright Act, nor to confer upon any person who is not a named party to this Agreement any right or remedy under or by reason of this Agreement. In the event of termination of this License, Purchaser shall immediately cease using the Software and, without retaining any copies, notes or excerpts thereof, return to ABB the Software and all copies thereof and shall remove all machine-readable Software from all of Purchaser's storage media.

15. Intellectual Property, Inventions and Information.

(a) "Intellectual Property Rights" means all current and future rights in copyrights, trade secrets, trademarks, mask works, patents, design rights, trade dress, and any other intellectual property rights that may exist anywhere in the world, including, in each case whether unregistered, registered or comprising an application for registration, and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of the foregoing. "Technology" means all inventions, discoveries, ideas, concepts, methods, code, executables, manufacturing processes, unique compositions, mask works, designs, marks, and works of authorship fixed in the medium of expression, and materials pertaining to any of the preceding; whether or not patentable, copyrightable or subject to other forms of protection.

(b) ABB shall maintain all right, title and interest in any Technology and Intellectual Property Rights that ABB owned, created, conceived or discovered prior to entering into this Agreement, or owns, creates or discovers separately from the activities contemplated by this Agreement. Unless otherwise agreed in writing by ABB and Purchaser, ABB shall have all right, title and interest in any Technology and Intellectual Property Rights that ABB creates, conceives or discovers in furtherance of this Agreement, and ABB shall have all right, title and interest in any Technology and Intellectual Property Rights embodied in the Equipment and Services. Any design, manufacturing drawings or other information submitted to the Purchaser remains the exclusive property of ABB. Purchaser shall not, without ABB's prior written consent, copy or disclose such information to a third party, unless required by a public information request from a governmental body. Such information shall be used solely for the operation or maintenance of the Equipment and not for any other purpose, including the duplication thereof in whole or in part.

16. Force Majeure.

ABB shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), delays attributable to outbreaks, epidemics and pandemics (including any variations), Acts of God, fire, strike, labor difficulties, acts or omissions of any governmental authority or of Purchaser, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus a reasonable time to resume production, and the price will be adjusted to compensate ABB for such delay.

17. Cancellation.

Special order, custom designed, and made-to-order Equipment are non-cancelable and non-returnable. Any other purchase order may be cancelled by Purchaser only upon prior written notice and payment of termination charges as set forth in the cancellation schedule included in the Proposal or payment of, including but not limited to, the purchase price of the work performed prior to the effective date of notice of termination, the costs identified to the purchase order incurred by ABB for work not completed, and all expenses incurred by ABB attributable to the termination, plus a fixed sum of ten (10) percent of the final total price to compensate for disruption in scheduling, planned production and other indirect costs.

18. Termination.

(a) No termination by Purchaser for material default shall be effective unless, within fifteen (15) days after receipt by ABB of Purchaser's written notice specifying such default, ABB shall have failed to initiate and pursue with due diligence correction of such specified default.

(b) If the event of termination for a material default, ABB shall reimburse Purchaser the difference between that portion of the Agreement price allocable to the terminated scope and the actual amounts reasonably incurred by Purchaser to complete that scope, and Purchaser shall pay to ABB the portion of the Agreement price allocable to Equipment completed and any amounts due for Services performed before the effective date of termination.

(c) ABB may terminate the Agreement (or any affected portion thereof) immediately for cause if Purchaser becomes insolvent/bankrupt, or materially breaches the Agreement, including, but not limited to, failure or delay in Purchaser making any payment when due, or fulfilling any payment conditions.

19. Export Control.

(a) Purchaser represents and warrants that the Equipment and Services provided hereunder, and the "direct product" thereof are intended for civil use only and will not be used, directly or indirectly, for the production of chemical or biological weapons or of precursor chemicals for such weapons, or for any direct or indirect nuclear end use. Purchaser agrees not to disclose, use, export or re-export, directly or indirectly, any information provided by ABB or the "direct product" thereof as defined in the Export Control Regulations of the United States Department of Commerce, except in compliance with such Regulations.

(b) If applicable, ABB shall file for a U.S. export license, but only after appropriate documentation for the license application has been provided by Purchaser. Purchaser shall furnish such documentation within a reasonable time after purchase order acceptance. Any delay in obtaining such license shall suspend performance of this Agreement by ABB. If an export license is not granted or, if once granted, is thereafter revoked or modified by the appropriate authorities, this Agreement may be canceled by ABB without liability for damages of any kind resulting from such cancellation. At ABB's request, Purchaser shall provide to ABB a Letter of Assurance and End-User Statement in a form reasonably satisfactory to ABB.

20. Bribery and Corruption.

(a) Purchaser hereby warrants that it will not, directly or indirectly, and it has no knowledge that other persons will, directly or indirectly, make any payment, gift or other commitment to its customers, to government officials or to agents, directors and employees of Seller or any other party in a manner contrary to applicable laws (including but not limited to the Corruption of Foreign Public Officials Act (Canada), the Foreign Corrupt Practices Act (United States) and, where applicable, legislation enacted by member States and signatories implementing the OECD Convention Combating Bribery of Foreign Officials) and shall comply with all relevant laws, regulations, ordinances and rules regarding bribery and corruption.

(b) Nothing hereunder shall render Seller liable to reimburse Purchaser for any such consideration given or promised.

(c) Purchaser's material violation of any of the obligations contained in Section 19(a) above may be considered by Seller to be a material breach hereunder and shall entitle Seller to terminate this agreement with immediate effect and without prejudice to any further right or remedies on the part of Seller hereunder or applicable law. Purchaser shall indemnify Seller for all liabilities, damages, costs or expenses incurred as a result of any such violation of the above-mentioned obligations and termination of this agreement.

(d) Purchaser understands that Seller's Code of Conduct is available for consultation online at <http://www.abb.com/integrity>. Purchaser agrees to perform its contractual obligations hereunder with substantially similar standards of ethical behavior as those found in Supplier's Code of Conduct.

(e) Seller has established the following reporting channels where Purchaser and its employees may report suspected violations of applicable laws, policies or standards of conduct:

Web portal: www.abb.com/integrity
Telephone: number specified on the above Web portal
Mail: address specified on the above Web portal

21. Assignment.

Any assignment of this Agreement or of any rights or obligations under the Agreement without prior written consent of ABB shall be void.

22. Nuclear.

Equipment and Services sold hereunder are not intended for use in connection with any nuclear facility or activity, and Purchaser warrants that it shall not use or permit others to use Equipment or Services for such purposes, without the advance written consent of ABB. If, in breach of this, any such use occurs, ABB (and its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, including without limitation any physical damage to a nuclear facility itself, resulting from a nuclear incident and, in addition to any other rights of ABB, Purchaser shall indemnify and hold ABB (and its parent, affiliates, suppliers and subcontractors) harmless against all such liability including, but not limited to, any physical damage to the nuclear facility or surrounding properties, if any. Consent of ABB to any such use, if any, will be conditioned upon additional terms and conditions that ABB determines to be acceptable for protection against nuclear liability including but not limited to the requirement that the Purchaser and/or its end user customer shall have complete insurance protection against liability and property damage including without limitation physical damage to a nuclear facility itself or any surrounding properties, if any, resulting from a nuclear incident and shall indemnify ABB, its subcontractors, suppliers and vendors against all claims resulting from a nuclear incident including, but not limited to, any physical damage to the nuclear facility.

23. Resale.

If Purchaser resells any of the Equipment or Services, the sale terms shall limit ABB's liability to the buyer to the same extent that ABB's liability to Purchaser is limited hereunder. Additionally, if the end-user intends to use the Equipment or Services in connection with any nuclear facility or activity, the Purchaser shall require the end-user comply with the financial requirements under Price-Anderson Act (FAA) and secure a written release of liability which flows from the end-user to the benefit of ABB.

24. Environmental, Health and Safety Matters.

(a) Purchaser shall be obligated to maintain safe working conditions at its facility or location (the "Site"), including the implementing of appropriate procedures regarding Hazardous Materials, confined space entry, and energization and de-energization of power systems (electrical, mechanical and hydraulic) using safe and effective lock-out/tag-out ("LOTO") procedures including physical LOTO or a mutually agreed upon alternative method.

(b) Purchaser shall immediately advise ABB in writing of all applicable Site-specific health, safety, security and environmental requirements and procedures. Without limiting Purchaser's responsibilities hereunder, ABB has the right but not the obligation to, from time to time, review, audit and inspect applicable health, safety, security and environmental documentation, procedures and conditions at the Site.

(c) If, in ABB's reasonable opinion, the health, safety, or security of personnel or the Site is, or is likely to be, imperiled by security risks, the presence of or threat of exposure to Hazardous Materials, or unsafe working conditions, ABB may, in addition to other rights or remedies available to it, remove some or all of its personnel from Site, suspend performance of all or any part of the purchase order, and/or remotely perform or supervise work. Any such occurrence shall be considered a Force Majeure event. Purchaser shall reasonably assist in ensuring the safe departure of personnel from the Site.

(d) Purchaser shall not require or permit ABB's personnel to operate Purchaser's equipment at Site.

(e) Purchaser will make its Site medical facilities and resources reasonably available to ABB personnel who need medical attention.

(f) ABB has no responsibility or liability for the pre-existing condition of Purchaser's equipment or the Site, which is the sole responsibility of Purchaser. Prior to ABB starting any work at Site, Purchaser will provide documentation that identifies the presence and condition of any Hazardous Materials existing in or about Purchaser's equipment or the Site that ABB may encounter while performing under this Agreement. The provision of such documentation shall in no way release Purchaser from its responsibility for said conditions. Purchaser shall disclose to ABB industrial hygiene and environmental monitoring data regarding conditions that may affect ABB's work or personnel at the Site. Purchaser shall keep ABB informed of changes in any such conditions.

(g) ABB shall promptly notify Purchaser if ABB becomes aware of: (i) conditions at the Site differing materially from those disclosed by Purchaser, or (ii) previously unknown physical conditions at Site differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement. If any such conditions cause an increase in ABB's cost of, or the time required for, performance of any part of the work under the Agreement, an equitable adjustment in price and schedule shall be made.

(h) If ABB encounters Hazardous Materials in Purchaser's equipment or at the Site that require special handling or disposal, ABB is not obligated to continue work affected by the hazardous conditions. In such an event, Purchaser shall at its sole cost and expense eliminate the hazardous conditions in accordance with applicable laws and regulations so that ABB's work under the Agreement may safely proceed, and ABB shall be entitled to an equitable adjustment of the price and schedule to compensate for any increase in ABB's cost of, or time required for, performance of any part of the work. Purchaser shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of ABB's work at the Site.

(i) Purchaser shall indemnify ABB for any and all claims, damages, losses, and expenses arising out of or relating to any Hazardous Materials which are or were (i) present in or about Purchaser's equipment or the Site prior to the commencement of ABB's work, (ii) improperly handled or disposed of by Purchaser or Purchaser's employees, agents, contractors or subcontractors, or (iii) brought, generated, produced or released on Site by parties other than ABB.

25. Confidentiality.

(a) ABB and Purchaser (as to information disclosed, the "Disclosing Party") may each provide the other party (as to information received, the "Receiving Party") with Confidential Information in connection with this Agreement. "Confidential Information" means (a) information that is designated

in writing as "confidential" or "proprietary" by Disclosing Party at the time of written disclosure, and (b) information that is orally designated as "confidential" or "proprietary" by Disclosing Party at the time of oral or visual disclosure and is confirmed to be "confidential" or "proprietary" in writing within fifteen (15) days after the oral or visual disclosure. In addition, prices for Products and Services shall be considered ABB's Confidential Information.

(b) Receiving Party agrees: (i) to use the Confidential Information only in connection with the Agreement and use of Products and Services, (ii) to take reasonable measures to prevent disclosure of the Confidential Information to third parties, and (iii) not to disclose the Confidential Information to a competitor of Disclosing Party. Notwithstanding these restrictions, each party shall permit access to the other's Confidential Information only to its employees who: (i) reasonably require access to Confidential Information for purposes approved by this Agreement, and (ii) have undertaken a binding obligation of confidentiality with respect to the confidential information of others entrusted to him or her, and (iii) have been apprised of the confidentiality obligations hereunder. ABB may disclose Confidential Information to its affiliates and subcontractors in connection with performance of the purchase order. A Receiving Party may only disclose Confidential Information to any other third party with the prior written permission of Disclosing Party, and in each case, only so long as the Receiving Party obtains a non-disclosure commitment from any such third party that prohibits disclosure of the Confidential Information and provided further that the Receiving Party remains responsible for any unauthorized use or disclosure of the Confidential Information. Receiving Party shall upon request return to Disclosing Party or destroy all copies of Confidential Information except to the extent that a specific provision of the Agreement entitles Receiving Party to retain an item of Confidential Information. ABB may also retain one archive copy of Purchaser's Confidential Information.

(c) The obligations under this Article 24 shall not apply to any portion of the Confidential Information that: (i) is or becomes generally available to the public other than as a result of disclosure by Receiving Party, its representatives or its affiliates; (ii) is or becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party when the source is not, to the best of Receiving Party's knowledge, subject to a confidentiality obligation to Disclosing Party; (iii) is independently developed by Receiving Party, its representatives or affiliates, without reference to the Confidential Information; (iv) is required to be disclosed by law or valid legal process provided that the Receiving Party intending to make disclosure in response to such requirements or process shall promptly notify the Disclosing Party in advance of such disclosure and reasonably cooperate in attempts to maintain the confidentiality of the Confidential Information.

(d) As to any individual item of Confidential Information, the restrictions under this Article 24 shall expire five (5) years after the date of disclosure. This Article 24 does not supersede any separate confidentiality or nondisclosure agreement signed by the parties.

26. Non-Survival.

The following Articles shall not survive termination or cancellation of this Agreement: 5, 7, 8, 17 and 18. All other Articles shall survive the termination or cancellation of the Agreement.

27. Entire Agreement.

This Agreement constitutes the entire agreement between ABB and Purchaser. There are no agreements, understandings, restrictions, warranties, or representations between ABB and Purchaser other than those set forth herein or herein provided. As stated in Article 1 of this Agreement, ABB's Proposal, Policies, Addendum(s), if any, submitted to Purchaser, shall control over any conflicting terms. ABB specifically rejects any exceptions to this Agreement, Proposals, Policies, and/or Addendum(s) on the face of any purchase order. Purchaser shall advise ABB in writing of all conflicts, errors, omissions, or discrepancies among the Proposal, Policies, Addendum(s) and this Agreement immediately upon discovery. This Agreement shall supersede any standard, preprinted terms and conditions that are automatically attached to purchase orders issued by Purchaser.

28. US Government Contracts.

(a) This Article 28 applies only if the Agreement is for the direct or indirect sale to any agency of the U.S. government and/or is funded in whole or in part by any agency of the U.S. government.

(b) Purchaser agrees that all Equipment and Services provided by ABB meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial item" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101. Purchaser agrees, consistent with FAR 12.212, that commercial computer software and commercial computer software documentation are licensed under ABB's Software License. To the extent the Buy America(n) Act, Trade Agreements Act, or other domestic preference requirements are applicable to this Agreement, the country of origin of Equipment is unknown unless otherwise specifically stated by ABB in this Agreement. Purchaser agrees any Services offered by ABB are exempt from the Service Contract Act of 1965 (FAR 52.222-41). The version of any applicable FAR clause listed in this Article 28 shall be the one in effect on the effective date of this Agreement.

(c) If Purchaser is an agency of the U.S. Government, then as permitted by FAR 12.302, Purchaser agrees that all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms and Conditions. Purchaser further agrees the subparagraphs of FAR 52.212-5 apply only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Agreement price.

(d) If Purchaser is procuring the Equipment or Services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. Government, then Purchaser agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the purchase order price.

29. Data Protection.

(a) The parties agree that the protection of Personal Data is very important. If Purchaser discloses Personal Data to ABB, ABB shall comply with all applicable data protection laws and regulations. Purchaser shall comply with all applicable data protection laws and regulations in respect of any Personal Data it receives from ABB in the course of receiving the Equipment or Services.

(b) The parties agree that neither will withhold or delay its consent to any changes to this clause which are required to be made in order to comply with applicable data protection laws and regulations and/or with guidelines and order from any competent supervisory authority, and their application to the Equipment or Services from time to time, and agrees to implement any such changes at no additional cost to the other party.

(c) The parties acknowledge that the processing of Personal Data in accordance with this purchase order may require the conclusion of additional data processing agreements or additional data protection agreements. If and to the extent such additional data processing agreements or additional data protection agreements are not initially concluded as part of the purchase order, the parties shall, and shall ensure that their relevant affiliates or subcontractors shall, upon the other's request promptly enter into any such agreement with an affiliate, as designated by the other party and as required by mandatory law or a competent data protection or other competent authority.



**ABB INSTALLATION PRODUCTS DIVISION
GENERAL TERMS AND CONDITIONS OF SALE**

Purchases and related transactions between Purchaser and the ABB Electrification Installation Products division ("ELIP") shall be governed by the terms and conditions set forth below plus ABB's General Terms and Conditions of Sale in effect at the time the order is placed by Purchaser. ABB's General Terms and Conditions of Sale may be found at <https://tnbaccess.tnb.com/tbx/ABB Group Terms Conditions 2023 02.pdf> or on T&B Access and/or Empower. These ELIP General Terms and Conditions of Sale are subject to change by ELIP from time to time and shall control in the event of any conflict with the ABB Inc. General Terms and Conditions of Sale.

ORDERS	a) ELIP may reject an order in its sole discretion within a reasonable time after receipt. b) The minimum order value is five hundred dollars (\$500) ("MOV"). ELIP may, at its option, accept orders below the MOV. Any order below the then-current MOV, if accepted by ELIP, will be subject to a fifty dollar (\$50) small order handling fee. c) Products may be subject to minimum unit quantities ("Carton Quantities") in effect at the time the order is placed. ELIP orders for broken Carton Quantities may not be allowed and may be subject to rounding to full Carton Quantities. d) Orders for Products with made-to-order inventory classifications ("MTO") may be shipped and invoiced up to ten percent (10%) above or below the order quantity due to manufacturing lot sizes. MTO inventory classifications are subject to change without notice and will be considered those in effect at the time of shipment.
PRODUCT PRICING	a) Prices are subject to change without notice. Prices on orders, other than orders that include a valid proposal number and quoted price(s), will be priced at ELIP's published prices in effect at time of order acceptance. Notwithstanding the foregoing, ELIP may invoice at the published prices in effect on the date of shipment. b) Special Pricing Agreements are subject to the then current ABB Installation Products Inc. SPA Claims Policy located on T&B Access and/or Empower.
RIGHT TO SETOFF AND CREDITS	a) ELIP may set off any amounts owed to ELIP against any credits or rebates due to Purchaser.
SHIPMENTS AND DELIVERY	a) ELIP makes no guarantee on delivery timing, and in no event will ELIP be liable for any damages allegedly caused by or associated with late deliveries even if a delivery date is specified in a purchase order and agreed by ELIP. ELIP will use reasonable efforts to ensure Products are delivered according to industry standards. b) Products shipped to destinations in the contiguous United States will be delivered FCA ELIP Point of Origin, Incoterms® 2020. c) Product shipped to destinations outside the contiguous United States will be delivered FCA Point of Departure, Incoterms® 2020. Purchaser shall be responsible for all demurrage or detention charges. Purchaser will be responsible for providing its own export documentation at the export border and will make necessary arrangements for export formalities regarding these shipments. All shipments requiring EEI filing must be submitted timely and accurately with proof of filing to be provided to ELIP. d) ELIP shall select the point of origin of shipment, the method of transportation, the type of carrier equipment and the routing of the shipment. e) ELIP may make partial shipments or consolidate shipments, invoicing each shipment as it is made. ELIP may cancel backorders when partial shipments are made. f) Purchaser must submit in writing any requests for premium freight, and all agreed premium freight shipments will be shipped "collect". g) If Purchaser refuses to accept delivery of any shipment of conforming Products for any reason, including but not limited by reason of loss or damage during transit, Purchaser will be responsible for all freight, handling, warehouse, labor and other costs incurred by ELIP which arise from such refusal.



PREPAID FREIGHT ALLOWANCE QUALIFICATIONS	a) Except as provided below, freight will be prepaid and allowed for ELIP orders that include (U.S.) \$3,500 (pretax), or more, of Products (excluding Products listed in 6.b. or 6.c.), to be delivered in one shipment, to one destination within the contiguous United States. b) Except as provided below, freight will be prepaid and allowed for ELIP orders of (U.S.) \$8,500 (pretax), or more, that include Cable Tray, Strut, or Ocal, to be delivered in one shipment, to one destination within the contiguous United States. c) Freight will not be allowed for MTO Products, nor will the value of either of such MTO Products be included in calculating freight allowances when combined with other Products. d) Freight will not be allowed on shipments to destinations outside the contiguous United States (including i.e., Hawaii, Alaska, and Puerto Rico). e) Freight allowances will not include special handling or accessorial fees (i.e., liftgate charges, delivery fees, reconsignment fees). Purchaser will be responsible and agrees to reimburse ELIP for such special handling or accessorial fees. f) If an order does not meet the freight allowance qualifications, ELIP will invoice Purchaser for any freight charges and any related fees charged to ELIP by the carrier.
SHIPPING ERROR CLAIMS	a) Purchaser must submit claims for ELIP shipping errors within ten (10) days of receipt of Product, and Purchaser hereby expressly waives any claims not submitted in that time period. Purchaser will not deduct or offset any amounts prior to receipt of a credit memorandum for an approved shipping error claim. b) Claims for damage or loss during transit are the responsibility of Purchaser and shall be submitted by Purchaser directly to the carrier. Purchaser may not make any deduction from payment due to ELIP by reason of loss or damage to the Product during transit.
WARRANTIES AND REMEDIES	a) The Warranty Remedy Period for ELIP Product shall be as follows: (i) twenty-four (24) months from date of shipment for all ELIP Product lines not specifically identified in this Section, except for tools, which are warranted for ninety (90) days; (ii) Fisher Pierce products and Elastimold® reclosers shall be warranted for thirty-six (36) months from date of shipment; and (iii) Joslyn® VBT and VBU capacitor switches are warranted for forty-eight (48) months or forty thousand (40,000) operations, whichever occurs first. The Equipment and Services Remedy set forth in ABB's General Terms and Conditions will apply to ELIP Products. b) THE WARRANTIES AND REMEDIES CONTAINED HEREIN AND IN ABB'S GENERAL TERMS AND CONDITIONS ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE SPECIFICALLY DISCLAIMED.
PRODUCT RETURNS	a) Purchaser will not return any ELIP Products without an authorized Returned Material Authorization ("RMA"). An RMA is valid only if the listed Product is received by ELIP at the address specified, freight prepaid, within thirty (30) days from the date ELIP issued the RMA. To receive credit, Purchaser must include the RMA form with the return shipment. b) Purchaser may not return any MTO Products, Products not in saleable condition, Products that do not conform to current catalog descriptions, Products containing hazardous materials, and Products in broken Carton Quantities. c) ELIP may, at its option, apply a thirty five percent (35%) restocking fee to all returns. d) ELIP will issue a credit after Products have been received and inspected (unless otherwise provided). ELIP Products returned without an RMA will, at the sole option of ELIP, be returned to Purchaser freight collect, or scrapped immediately with no issuance of credit. Purchaser will not deduct or offset any amounts prior to receipt of a credit memorandum following Product receipt and inspection.



STOCK ROTATION RETURNS	a) Purchaser may make two (2) stock rotation returns per calendar year not to exceed two and a half percent (2.5%) of the dollar amount of Purchaser's prior year net ELIP sales (gross ELIP sales minus returns, SPAs, rebates, concessions, and credits). All stock rotation returns must be received by ELIP on or before November 30th. b) Products may be returned as part of a stock rotation for up to twenty-four (24) months from the date of the purchase, but all stock rotation returns will be credited at the lowest into stock price for the Products within the past twenty-four (24) months. c) The following Products lines are not eligible for a stock rotation return: (i) Steel City Boxes; (ii) Steel City EMT Fittings; (iii) Carlon Boxes; (iv) Carlon Elbows; (v) Carlon Fittings; (vi) Carlon Enclosers; (vii) Carlon Premise; (viii) Red Dot Boxes (ix) Superstrut and Kindorf Strut Channel; (x) OCAL pipe; and (xi) Cable Tray.
ELASTIMOLD® APPARATUS	a) Elastimold® Apparatus includes the following Product: (i) Elastimold® Switchgear; (ii) Elastimold® Reclosers; (iii) Joslyn Hi-Voltage® Var Breaker Master; (iv) Joslyn Hi-Voltage®, VerSaVac; and (v) Joslyn Hi-Voltage® Molded Vacuum Interrupter. b) Customer will have ten (10) days following ELIP's issuance of an engineering drawing to accept or request modification. Purchaser's failure to accept or request modification to the engineering drawing within ten (10) days following ELIP's issuance may result in expiration of the Proposal including but not limited to the lead times. c) Purchaser's requested modifications to an engineering drawing, not captured in the specification, may result in adjustments to the Proposal and a change order fee. d) Following ELIP's receipt of an accepted engineering drawing, Proposals may not be modified either in whole or in part, without ELIP's written consent and then only with terms that will reimburse ELIP for all applicable costs incurred by virtue of the original Proposal, including purchased materials and engineering costs.

City of
Jacksonville Beach
Property and
Procurement Division
1460A Shetter Avenue
Jacksonville Beach
FL 32250
Phone: 904.247.6229
Email: purchasing@jaxbchfl.net
www.jacksonvillebeach.org

This is the only recommendation notice you will receive. If there are other representatives in your firm working on this project, please forward to their attention.

NOTICE OF INTENT TO SUBMIT RFP FOR APPROVAL AND AWARD BY CITY COUNCIL

Date: December 6, 2023
From: Luis F. Flores, Property and Procurement Officer
RE: **RFP No. 01-2324**

Recommendation will be presented to the City Manager for:

RFP Number: 01-2324

Title: Supply, Repair and Upgrade Switchgears for BES

Award to: ***Trayer Engineering Corp. and Wesco Distribution, Inc.***

Attached is the Selection Committee Collective Summary.

In accordance with the procedures set forth in Section XII K., of the City of Jacksonville Beach Purchasing Manual, a written notice of intent to file a protest must be filed with the Property and Procurement Officer within three (3) business days, Monday through Friday, 8:00 AM – 4:00 PM, after receipt by the respondent of the Notice of Intent to Submit RFP for Approval and Award By City Council from the Property and Procurement Officer.

The City reserves the right to further negotiate any proposal, including price, with the highest rated respondent. If an agreement cannot be reached with the highest rated respondent, the City reserves the right to negotiate and recommend award to the next ranked respondent or subsequent respondents, until an agreement is reached.

If awarded, please do not proceed with any work prior to receiving an official City of Jacksonville Beach Purchase Order and/or Notice-to-Proceed letter.

We would like to thank each respondent for their submittal.

Luis F. Flores

Luis F. Flores, Property and Procurement Officer
1460A Shetter Avenue, Jacksonville Beach, FL 32250



Criteria 1 - Experience supplying BES switchgears and parts (20 Points)				
VENDOR	Member 1	Member 2	Member 3	SCORE
Trayer	18	19	18	18.33333333
Wesco	18	18	12	16

Criteria 2 - Experience with BES system and switchgears (20 points)				
VENDOR	Member 1	Member 2	Member 3	SCORE
Trayer	18	19	18	18.33333333
Wesco	16	18	12	15.33333333

Criteria 3 - Manufacturing and production in the United States of America (20 points)				
VENDOR	Member 1	Member 2	Member 3	SCORE
Trayer	18	19	18	18.33333333
Wesco	18	18	18	18

Criteria 4 - Experience with similar switchgears in other areas or utilities (20 points)				
VENDOR	Member 1	Member 2	Member 3	SCORE
Trayer	18	18	12	16
Wesco	18	18	18	18

Criteria 5 - Pricing Proposal (20 points)				
VENDOR	Member 1	Member 2	Member 3	SCORE
Trayer	18	18	18	18
Wesco	18	16	12	15.33333333

VENDOR	SCORE	Rank
Trayer	89	1
Wesco	82.66666667	2

CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Allen Putnam, Director of Beaches Energy Services
DATE:	01/05/2024
SUBJECT:	Bid No. 2223-13 High Voltage Circuit Breakers

BACKGROUND

High voltage circuit breakers are designed to interrupt faults detected by protective relays and provide a means of equipment isolation during normal and emergency operations. Failure to maintain or operate breakers beyond their expected service life can lead to electrical and/or mechanical failures. These equipment malfunctions cause misoperation, which can lead to instability of the bulk electric system, and ultimately loss of system for a cascading failure, and may lead to fines by the North American Electric Reliability Corporation (NERC).

It is prudent that we plan for and replace the breakers based upon age and/or condition assessment, especially since the lead times are currently two years. There are three breakers at Sampson substation, one breaker at Ft. Diego substation, and two breakers at Penman substation that are scheduled to be replaced based upon age and/or condition. Engineering will be performed in FY25, and construction should occur in FY26, based on the revised lead-times.

Accordingly, Beaches Energy Services (BES) solicited Bid No. 2223-13 from seven vendors; BES received one no-bid, and one qualified bid response. Based on BES's current needs, staff recommends awarding the bid to Stuart C. Irby for an amount not to exceed \$718,009.

To review Bid No. 2223-13 in its entirety and all addenda, click [here](#).

FINANCIAL IMPACT

Funding for the purchase of these breakers is included in the FY2024 budget, and from FY2023 carry-forward funding. No budget modification is required.

REQUESTED ACTION

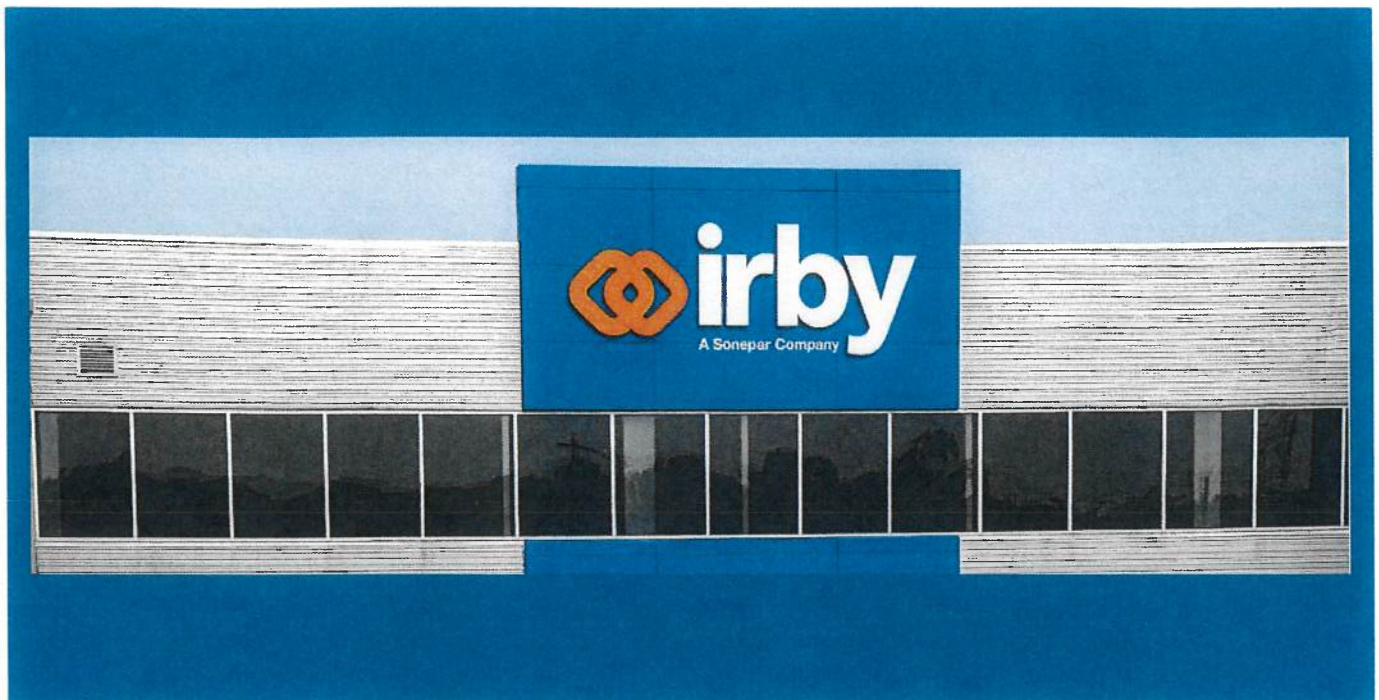
Award/Reject Bid No. 2223-13 to Stuart C. Irby for the purchase of high voltage circuit breakers for an amount not to exceed \$718,009

ATTACHMENTS

1. Bid No. 2223-13 Response Summary
2. Bid No. 2223-13 Stuart C. Irby Response
3. Bid No. 2223-13 Bid Tabulation
4. Bid No. 2223-13 Intent to Award Notification

Beaches Energy Services
Response Summary
Bid No. 2223-13 230kV & 138kV High Voltage Circuit Breakers

Form									Addendum			
Vendor	1	2	3	4	5	6	W-9	Local Buss. Tax Receipt	1	2	Notes	
Stuart C. Irby	x	x	x	x	x	x	x	x	x	x	Bid bond provided - not required; qualified vendor propopsal provided	



**City of Jacksonville Beach
Bid Number 2223-13 – 230kV & 138kV High Voltage Circuit
Breakers**

By: Stuart C. Irby / Irby Utilities

10/11/2023

Submitted by: Erich Ewoldt and Lauri Hettig





10/11/2023

City of Jacksonville Beach
Property and Procurement Division
1460A Shetter Ave.
Jacksonville Beach, FL 32250

Re: Bid Number 2223-13 – 230kV & 138kV High Voltage Circuit Breakers

To Whom it May Concern:

Stuart C. Irby / Irby Utilities would like to thank you for the opportunity to participate in the City of Jacksonville Beach's Bid #2223-13.

All requested bid documents are attached for your review.
Please carefully review all submittals.

We look forward to working with you.

Please let us know if you have any questions and/or concerns.

Respectfully submitted,

Lauri Hettig

Lauri Hettig
Sales Representative
Irby Utilities – Florida
Tax ID #64-0179020

(attachments)

Cc: Erich Ewoldt, Account Manager

FORM 1: BID TENDER FORM (page 1 of 2)

BID NUMBER: 2223-13

TITLE: 230kV & 138kV High Voltage Circuit Breakers

Item	Breaker Type	Qty	Unit Cost	Extended Cost
1	230kV	2ea	\$24,684. ⁰⁰	\$49,368. ⁰⁰
2	138kV	3ea	\$100,665. ⁰⁰	\$301,995. ⁰⁰

Total Cost \$ 731,363.⁰⁰

NOTE: Bidder is solely responsible for developing / determining / verifying for this project all plans / all methods / all quantities / all measurements and all manufacturers' requirements / recommendations necessary to provide a satisfactory fully completed project under the provisions of the bid, to the CITY's satisfaction, to include costs for all labor, all equipment, all materials, all rental / leasing / purchasing of equipment and materials, all preparations, all repairs, all safety work, all quality control work, all disposal work, all mobilization and demobilization work, all sub-contractor work, all taxes, all insurance, all bonding if required, all inspection work, all verification work, all warranty work, all permitting at all levels of government, all contractor overhead, all contractor profit, and any / all other project related work and/or cost/expense that is not listed, and all of which shall be the basis for the bidder's response to this bid. The bidder agrees that the bid price shall be good and may **not be withdrawn for a period of 90 days after the opening of the bid**. The bidder understands that the CITY reserves the right to reject all bids, and waive informalities in submitted bids. By signing below you agree the price(s) are firm and guaranteed for the entire term of this bid.

COMPANY NAME: TRB UTILITIES (SUART C. TRB)ADDRESS: 38 Skyline Dr., Suite 1000CITY, STATE & ZIP: Lake Mary, FL 32746SUBMITTED BY: Lauri Hettig TITLE: Sales Rep
Printed name of authorized submitterSIGNATURE: [Signature] DATE: 10/11/2023

FORM 1: BID TENDER FORM (page 2 of 2)

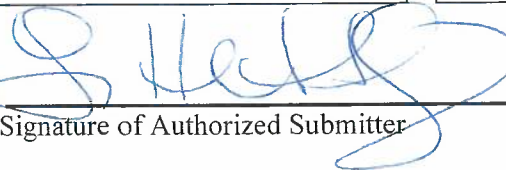
BID NUMBER: 2223-13

TITLE: 230kV & 138kV High Voltage Circuit Breakers

BID PROPOSAL DOCUMENT TURN-IN CHECKLIST		
The following documents are to be completed, signed and submitted as part of the Submittal Package in response to this bid. Failure to provide the listed documents may be cause for the CITY to consider rejection of the submitted bid. This consideration will be at the sole discretion of the CITY.		
INITIAL Check-Off	SECTION	SECTION TITLE
[☒]	FORM 1	BID TENDER FORM (completed Pages 48 - 49)
[☒]	FORM 2	BID AWARD NOTICE FORM – (completed Page 50)
[☒]	FORM 3	REQUIRED DISCLOSURE FORM (completed Page 51)
[☒]	FORM 4	DRUG-FREE WORKPLACE COMPLIANCE FORM (completed Page 52)
[☒]	FORM 5	NON-COLLUSION AFFIDAVIT (completed Page 53)
[☒]	FORM 6	NON-BANKRUPTCY AFFIDAVIT (completed Page 54)
[☒]		W9 (Attach completed and signed form, which can be obtained from www.irs.gov)
[☒]		LOCAL BUSINESS TAX RECEIPT (attach copy)

ADDENDA RECEIPT VERIFICATION

Addendum #: 1	Dated: 9/20/23	Addendum #: _____	Dated: _____
Addendum #: 2	Dated: 10/3/23	Addendum #: _____	Dated: _____

By: 

Signature of Authorized Submitter

SALES REP

Title (typed or neatly printed)

FORM 2: BID AWARD NOTICE

City of Jacksonville Beach

1460A Shetter Avenue, Jacksonville Beach, FL 32250, (904) 247-6229

NOTICE: Items 1 to 6 are to be completed by the bidder. The bidder is to submit the form to the CITY along with the Bid Tender Form and other required documents.

1. Company Name: IRBY UTILITIES (SMART C. IRBY)
2. Address: 38 Skyline Dr., Suite 1000
3. City, State & Zip: Lake Mary, FL 32746
4. Attention: Lauri Hetting
5. Phone: (407) 548-0509
6. E-mail address: Hetting@IRBY.com
- PLEASE PRINT CLEARLY

ITEMS BELOW TO BE COMPLETED BY THE CITY OF JACKSONVILLE BEACH

Bids were received and evaluated, and the following recommendation will be presented to the City Manager for award of **BID No. 2223-13** per the attached Bid Tabulation form(s).

A written notice of intent to file a protest must be filed with the Purchasing Administrator within three (3) days after receipt by the bidder of the Notice of Intent to Submit Bid for Approval and Award by City Council from the Purchasing Administrator in accordance with the procedures set forth in Section XII K., City of Jacksonville Beach Purchasing Manual.

If awarded BID or combination of BID Items, please do not proceed with any work prior to receiving an official City of Jacksonville Beach Purchase Order and/or Notice-to-Proceed letter.

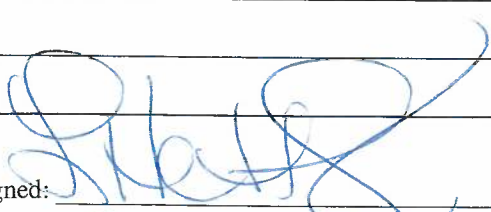
Thank you for your bid.
Sincerely,

CITY OF JACKSONVILLE BEACH
/s/Luis F. Flores
Property and Procurement Division

FORM 3: REQUIRED DISCLOSURE

The following disclosure is of all material facts pertaining to any felony conviction or any pending felony charges in the last three (3) years in this State or any other state or the United States against (1) bidder, (2) any business entity related to or affiliated with bidder, or (3) any present or former owner of bidder or of any such related or affiliated entity. This disclosure shall not apply to any person or entity which is only a stockholder, which person or entity owns twenty (20) percent or less of the outstanding shares of a bidder whose stock is publicly owned and traded:

N/A

Signed: 

Title: SALES REP

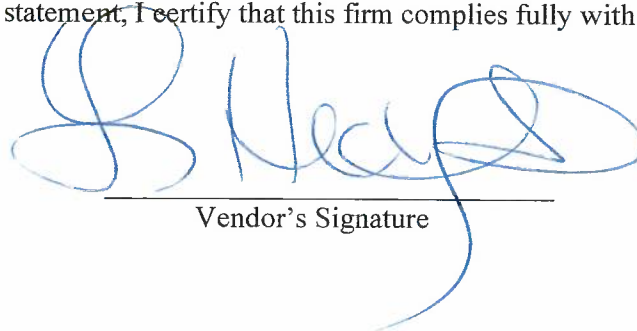
Contractor: Stuart C. IRBY / IRBY UTILITIES

FORM 4: DRUG-FREE WORKPLACE COMPLIANCE

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under contract a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under contract, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Vendor's Signature

FORM 5: NON-COLLUSION AFFIDAVIT

SHAWN WEST

, being first duly sworn deposes and says that:

1. He (it) is the VICE PRESIDENT - EAST REGION, of STUART C. IRBY Co.
the bidder that has submitted the attached bid;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not a collusive or sham bid
4. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted; or to refrain from responding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion or communication, or conference with any bidder firm, or person to fix the price or prices in the attached bid or of any other bidder or to fix any overhead, profit, or cost elements of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against other Bidders, or any person interested in the proposed Contract;
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any other of its agents, representatives, owners, employees or parties in interest, including his affidavit.

By: _____

Sworn and subscribed to before me this 11th day of October, 2023
in the State of Florida County of Sebastian.

[Signature]
Notary Public State of Florida
Christina Hager Blankwell
My Commission
HH 190627
Exp. 12/9/2025
My Commission Expires: _____

FORM 6: NON-BANKRUPTCY AFFIDAVIT

BID #: 2223-13

STATE OF Florida

COUNTY OF Seminole

SHAWN WEST ^{REGIONAL VP} is an officer and member of
the firm of _____, being first duly sworn, deposes and
states that;

1. The subsequent certification statement is a true and accurate statement as of the date shown below.
2. The affiant understands that the intentional inclusion of false, deceptive or fraudulent statements on this Non-Bankruptcy Affidavit constitutes fraud; and, that the City of Jacksonville Beach, Florida, considers such action on the part of the affiant to constitute good cause for denial, suspension, revocation, disqualification, or rejection of affiant's participation in **BID No. 2223-13**
3. Certification Statement: This is to certify that the aforementioned firm has not filed for bankruptcy in the past seven (7) years and that no owner/officer or principal of the aforementioned firm has filed for bankruptcy personally in the past seven (7) years or has been an owner/officer or principal of a firm which has filed for bankruptcy in the past seven (7) years.

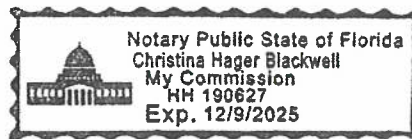
[Signature]
Affiant Signature

Sworn to before me this 11th day of October, 2023 by Shawn West
(Name of affiant)

He/She is personally known to me or has produced _____ as identification.

[Signature]
Signature of Notary

Christina Blackwell
Notary's Printed Name



Expiration of Notary's Commission

Affix Seal Here:

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Stuart C. Irby Co.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

815 Irby Drive

Remit to: Stuart C. Irby Co.

Requester's name and address (optional)

6 City, state, and ZIP code

Jackson, MS 39201

P.O. Box 741001 Atlanta, GA 30384-1001

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

6 4 - 0 1 7 9 0 2 0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Jilaine Carey

Date ► 01/03/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



2023 Florida Annual Resale Certificate for Sales Tax

DR-13
R. 10/22

This Certificate Expires on December 31, 2023

Business Name and Location Address

Certificate Number

STUART C IRBY COMPANY
38 SKYLINE DR STE 1000
LAKE MARY, FL 32746-7112

69-8017046908-4

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property
- Re-rental as tangible personal property
- Resale of services
- Re-rental as commercial real property
- Incorporation into tangible personal property being repaired
- Re-rental as transient rental property
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing

Your *Florida Annual Resale Certificate for Sales Tax* (Annual Resale Certificate) allows you or your representatives to buy or rent property or services tax exempt when the property or service is resold or re-rented. You **may not** use your Annual Resale Certificate to make tax-exempt purchases or rentals of property or services that will be used by your business or for personal purposes. Florida law provides for criminal and civil penalties for fraudulent use of an Annual Resale Certificate.

As a seller, you must document each tax-exempt sale for resale using one of three methods. You can use a different method each time you make a tax-exempt sale for resale.

1. Obtain a copy (paper or electronic) of your customer's current Annual Resale Certificate.
2. For each sale, obtain a transaction authorization number using your customer's Annual Resale Certificate number.
3. Each calendar year, obtain annual vendor authorization numbers for your regular customers using their Annual Resale Certificate numbers.

Online: Visit floridarevenue.com/taxes/certificates

Phone: 877-357-3725 and enter your customer's Annual Resale Certificate number

Mobile App: Available for iPhone, iPad, and Android devices



October 2, 2023

Merrie Hardy Byers
STUART C. IRBY CO.
38 Skyline Drive, Suite 1000
Lake Mary, FL 32746

Re: CITY OF JACKSONVILLE BEACH
Project: Bid Number: 2223-13; 230kV & 138kV High Voltage Circuit Breakers
Estimated Contract Price: \$1,000,000.00
Bid Date: 10/18/2023
Surety: ARGO GROUP

Dear Merrie Hardy Byers:

Enclosed please find the above captioned bid bond, executed per your request.

The bid bond must be signed by an authorized representative of your company, notarized and sealed with the corporate seal if applicable. It is your responsibility to ensure the bid bond conforms with your needs and instructions to us, including but not limited to the correct coverages and parties, and with any laws applicable to your operations and/or the contract requiring the bid bond, and to advise us immediately, in writing, if the bid bond form so executed does not contain the proper information. Accordingly, it is incumbent upon you to carefully review the bond, and we will expect that you will, double-check all information, including signatures, dates, amounts and job descriptions for accuracy, and to verify that the bid bond form we executed is the form required by the specification. This will avoid the possibility of having a low bid rejected because of a clerical error. We will also expect you to verify that anything unusual that has been requested by the obligee is attached.

If, following your review of the bond, you do not advise us in writing of any problem or deficiency in its terms and information but submit the bond as is, your submission will constitute your verification, and we will justifiably assume, that the bond form as issued is correct and appropriate for the purpose for which it is being submitted. You further understand that we will have no liability for any deficiencies or discrepancies not brought to our attention in accordance with this letter.

The bid bond authorization is based upon your original estimate. **If the actual bid price exceeds this estimate by 10% or more, you must contact us for additional authority!**

Please call our office if you should have any questions or need any further assistance.

Good Luck on your Bid.

Sincerely,


Anne Potter
Record #2932202

Your bid results are very important, please mail this information back to the address below, or email your Aon representative within 5 days of the bid opening.

	Contractors Name		Contract Price
1.	_____	\$	_____
2.	_____	\$	_____
3.	_____	\$	_____

Where did you place _____ And your price \$ _____

If awarded contract, is final bond required? Yes ☐ No ☐

BID BOND

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor, Chicago, IL 60606
United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

KNOW ALL MEN BY THESE PRESENTS: That we STUART C. IRBY CO.,
called the Principal, and Argonaut Insurance Company, an Illinois corporation, called the
Surety, are held and firmly bound unto CITY OF JACKSONVILLE BEACH,
called the Obligee, in the sum of Five Percent of Amount bid U.S.
Dollars (\$ 5% of Amount Bid), for the payment of which we bind ourselves, and our
successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract
for Bid Number: 2223-13; 230kV & 138kV High Voltage Circuit Breakers ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and
Principal enters into a contract with Obligee in conformance with the terms of the bid and
provides such bond or bonds as may be specified in the bidding or contract documents, then
this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference
between the amount of Principal's bid and the amount for which Obligee shall in good faith
contract with another person or entity to perform the work covered by Principal's bid, but in no
event shall Surety's and Principal's liability exceed the penal sum of this bond.

Signed this 2nd day of October, 2023.

STUART C. IRBY CO.

PRINCIPAL

Nicole H. Dean
VP of Finance, Title

ARGONAUT INSURANCE COMPANY

Anne Potter
Anne Potter, Attorney-in-Fact

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Sandra Diaz, Debra A Deming, Anne Potter, Beverly A Woolford, Valorie Spates, Jennifer L Jakaitis, Susan A Welsh, Peter Healy, Aklima Noorhassan,
Frances Rodriguez, Francesca Kazmierczak, Kemal Brkanovic

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

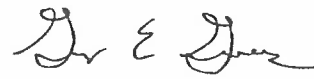
\$107,116,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 19th day of November, 2021.

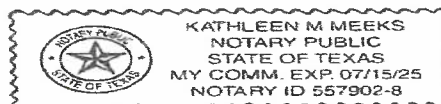


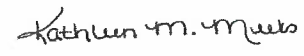
by: 
Gary E. Grose, President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 19th day of November, 2021 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.




(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 2nd day of October, 2023.




Austin W. King, Secretary

FINANCIAL STATEMENT
ARGONAUT INSURANCE COMPANY
STATUTORY BASIS as of 12/31/2022

<u>ASSETS</u>	
CASH & INVESTED ASSETS	\$227,231,097
BONDS	\$732,702,565
STOCKS	\$855,376,776
INVESTMENT INCOME DUE AND ACCRUED	\$4,707,260
PREMIUM BALANCES	\$107,993,795
NET DEFERRED TAX ASSET	\$19,714,370
REINSURANCE RECOVERABLE	\$99,997,110
OTHER ASSETS	\$237,289,054
TOTAL ASSETS	\$2,285,012,027



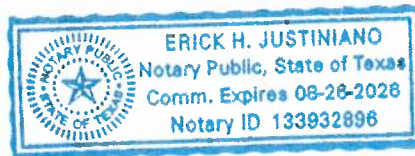
<u>LIABILITIES AND SURPLUS</u>	
UNEARNED PREMIUMS	\$313,606,662
LOSSES	\$973,396,115
LOSS ADJUSTMENT EXPENSES	\$361,650,311
COMMISSIONS	-\$583,427
TAXES, LICENSES, AND FEES	\$8,347,367
OTHER EXPENSES	\$9,904,262
FUNDOS HELD UNDER REINSURANCE TREATIES	\$20,684,722
CURRENT FEDERAL AND FOREIGN INCOME TAXES	\$0
REMITTANCES AND ITEMS NOT ALLOCATED	\$1,161,062
AMOUNTS WITHHELD/RETAINED BY COMPANY FOR OTHERS	\$10,644,134
PAYABLES TO PARENT, SUBSIDIARIES, & AFFILIATES	\$52,581,241
PAYABLE FOR SECURITIES	\$0
PROVISION FOR REINSURANCE	\$16,168,200
CEDED REINSURANCE PREMIUMS PAYABLE	\$57,001,032
OTHER ACCRUED EXPENSES AND LIABILITIES	-\$533,979,142
TOTAL LIABILITIES	\$1,290,582,539
COMMON CAPITAL STOCK	\$4,500,000
GROSS PAID IN AND CONTRIBUTED SURPLUS	\$525,520,936
UNASSIGNED SURPLUS	\$464,408,552
TOTAL SURPLUS TO POLICYHOLDERS	\$994,429,488
TOTAL LIABILITIES & SURPLUS	\$2,285,012,027

Julian Westbrook, being duly sworn, says that he is Head of US Segment Accounting of Argonaut Insurance Company and that to the best of his knowledge, and belief, the foregoing statement is a true and correct statement of the financial condition of said Company as of the 31st of December, 2022.

Subscribed and sworn to before me this 04 day of April 2023

Notary Public

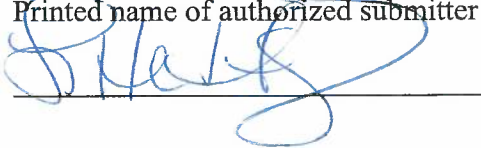
Julian Candler Westbrook III, Head of US Segment Accounting



ADDENDUM No. 1

Bid No.: 2223-13
Title: 230kV & 138kV High Voltage Circuit Breakers

The purpose of Addendum No. 1 to Bid No. 2223-13 230kV & 138kV High Voltage Circuit Breakers is to **extend the bid date by three (3) weeks to 2:00 pm October 18, 2023**. The new deadline to submit questions is October 5, 2023.

COMPANY NAME: IRBY UTILITIES (SMARTC. IRBY)
ADDRESS: 38 Skyline Dr. Suite 1000
CITY, STATE & ZIP: Lake Mary, FL 32746
SUBMITTED BY: Lauri Hettig TITLE: Sales Rep
Printed name of authorized submitter
SIGNATURE:  DATE: 10/11/2023

ADDENDUM No. 2

Bid No.: 2223-13
Title: 230kV & 138kV High Voltage Circuit Breakers

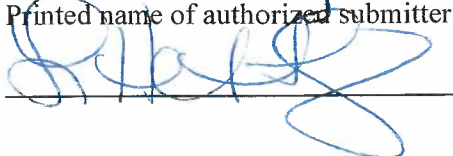
The purpose of Addendum No. 2 to Bid No. 2223-13 230kV & 138kV High Voltage Circuit Breakers is to revise Page 49 of 54.

COMPANY NAME: IRBY UTILITIES (STUART C. IRBY)

ADDRESS: 38 Skyline Dr. Suite 1000

CITY, STATE & ZIP: Lake Mary, FL 32746

SUBMITTED BY: Lauri Hettig TITLE: Sales Rep.
Printed name of authorized submitter

SIGNATURE:  DATE: 10/11/2023



Grid Solutions



Irby Utilities

Jacksonville Beach – Bid# 2223

October 18, 2023

GE Proposal Number – FL-OP23091403299 – Revision 0

GE Grid Solutions, LLC
One Power Lane
Charleroi, PA 15022 USA
www.GEGridSolutions.com

Erich Ewoldt - Irby Utilities
Email: ewoldt@irby.com Cell: 407-415-6268



Contents

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3	Spare Parts, Special Tools & Service	6
4	Comments, Clarifications, and Exceptions	7
5	Commercial Terms of Sale	9
6	Attachments	11

1 Executive Summary

Irby

Thank you for your interest in GE dead tank circuit breakers for the reference opportunity. We are pleased to submit the enclosed proposal for your consideration along with the noted comments, clarifications, and exceptions.

GE is an industry leading manufacturer of high voltage circuit breakers with R&D and manufacturing facilities located in Charleroi, Pennsylvania. Our facility is the Competence Center for research and development, testing, and manufacturing of dead tank circuit breakers for worldwide distribution and is certified to ISO 9001-2015 and ISO 14001-2015.

The factory has manufactured and delivered over 38,000 breakers since 1993 to locations all over the world. In addition to the product offered herein, we have a complete range of dead tank circuit breakers, live tank circuit breakers and circuit switchers to meet your needs now and into the future.

Our uniquely qualified team includes industry leaders with decades of experience in the transmission and distribution world as well as the high voltage circuit breaker industry. The members of the GE team are available at any time and are dedicated together with our Charleroi staff of over 350 employees to providing you best in industry service and support.

We once again thank you for this opportunity to submit an offer and look forward to answering any questions which arise while reviewing our proposal.

Sincerely,

George Muchesko
Lead Sales & Proposal Manager
Phone: 724-483-7874
Email: George.Muchesko@ge.com

2 Proposal

Item #1

Three (3) 138 kV Dead Tank Circuit Breakers according to ANSI/IEEE standards for outdoor installation with mechanical spring operating mechanisms including support structures:

▪ Type	DT1-145 FK F1
▪ Rated Nominal Voltage	138 kV
▪ Rated Maximum Voltage	145 kV
▪ Frequency	60 Hz
▪ First Pole to Clear Factor	1.5
▪ Rated Continuous Current	2000 A
▪ Rated Short-Circuit Current	40 kA
▪ BIL	900 kV
▪ Creep Distance / Material / Color	92" / Porcelain / Gray
▪ Insulating Medium	SF ₆ - Included for 1 st Fill
▪ Interrupting Time	3 cycles
▪ High-Speed Auto-Reclosure	3 phase, Gang Operated
▪ Current Transformers	(12) 2000:5 MR C800, TRF 2.0
▪ Cabinet Enclosure Rating / Material	NEMA 4X / Unpainted 316SS
▪ Ambient Temperature	-30°C to +40°C without tank heaters
▪ Seismic Rating	Per IEEE 693-2005 Low
▪ Altitude	≤ 3,300' ASL
▪ Control Voltage / Range	125 VDC
▪ Motor Voltage	120 VAC / 125 VDC
▪ Alternate Current Circuit (Lighting / Heating):	120 VAC / 240 VAC

Unit Price: **\$100,665.00 USD, DDP Jobsite, FL**

Extended Price: **\$301,995.00 USD, DDP Jobsite, FL**

Item #2

Two (2) 230 kV Dead Tank Circuit Breakers according to ANSI/IEEE standards for outdoor installation with mechanical spring operating mechanisms including support structures:

▪ Type	DT1-245P-63-F1
▪ Rated Nominal Voltage	230 kV
▪ Rated Maximum Voltage	245 kV
▪ Frequency	60 Hz
▪ First Pole to Clear Factor	1.5
▪ Rated Continuous Current	2000 A
▪ Rated Short-Circuit Current	63 kA
▪ BIL	900 kV
▪ Creep Distance / Material / Color	168" / Porcelain / Gray
▪ Insulating Medium	SF ₆ - Included for 1 st Fill
▪ Interrupting Time	2 cycles
▪ High-Speed Auto-Reclosure	3 phase, Gang Operated
▪ Current Transformers	(12) 2000:5 MR C800, TRF 2.0
▪ Cabinet Enclosure Rating / Material	NEMA 3R / Unpainted 316 SS
▪ Ambient Temperature	-30°C to +40°C without tank heaters
▪ Seismic Rating	Per IEEE 693-2005 Low
▪ Altitude	≤ 3,300' ASL
▪ Control Voltage / Range	125 VDC
▪ Motor Voltage	120 VAC / 125 VDC
▪ Alternate Current Circuit (Lighting / Heating):	120 VAC / 240 VAC

Unit Price: **\$214,684.00 USD, DDP Jobsite, FL**

Extended Price: **\$429,368.00 USD, DDP Jobsite, FL**

3 Spare Parts, Special Tools & Service

Item #	Parts Description	DT1-145FK-40-F1	DT1-245P-63-F1
		Price per Unit in USD	Price per Unit in USD
a	Trip Coil	\$235.00	\$475.00
b	Close Coil	\$235.00	\$235.00
c	Spring Charging Motor	\$1,130.00	\$1,1485.00
e	Spare Porcelain Insulator	\$1,660.00	\$3,220.00
f	SF6 Density Monitor - WIKA Gauge	\$725.00	\$725.00

Prices of spare parts are valid only when ordered and delivered with the circuit breaker.

It's recommended for emergency purposes to purchase and stock a spare charging motor, trip coil and close

Special Tools

No special tools are necessary for installation or maintenance of the breakers. We do recommend, however, having one (1) of each of the following SF₆ handling tools on site:

- Gas regulator and fill hose set One (1) per breaker type per order included
- Doble Transducer Bracket One (1) per breaker type per order included

Field Service

A field service representative is not included in the base price of the circuit breakers. If service is required, pricing information is listed below.

- Initial Trip (airfare & travel time) \$5,750.00 - USD
- Eight (8) hour day (time, lodging, meals & local transportation) \$4,250.00 - USD

4 Comments, Clarifications, and Exceptions

* This offer is made strictly in accordance with the attached Terms and Conditions for Sale of Products and Services Form EM 104 (Grid Solutions) dated March 14, 2022.

Technical Specification

- 21. Performance and payment bonds are not applicable
- 22. Bid security is not applicable.
- 5.3 Adjustable structure is only available on the 145kV circuit breaker.
- 7.6 See the attached outline drawing for location and height of the control cabinet.
- 8.2 RTV sealant is not used on the GE circuit breakers.
- 8.12 Standard GE SF6 gas piping, fittings and valves will be provided.
- 8.17 The circuit breaker has one (1) common gas density monitoring system for the three (3) poles, located outside of the control housing, subject to ambient conditions. This pressure sensitive, temperature compensated SF6 gas density monitor has two (2) contact settings for the following functions for falling density: (1) alarm, (2) functional lockout. The contact settings are adjusted at the factory; therefore, they require no calibration and should not be adjusted in the field.
- 8.18 The circuit breaker has one (1) common gas density monitoring system for the three (3) poles, located outside of the control housing, subject to ambient conditions. This pressure sensitive, temperature compensated SF6 gas density monitor has two (2) contact settings for the following functions for falling density: (1) alarm, (2) functional lockout. The contact settings are adjusted at the factory; therefore, they require no calibration and should not be adjusted in the field.
- 8.19 The circuit breaker has one (1) common gas density monitoring system for the three (3) poles, located outside of the control housing, subject to ambient conditions. This pressure sensitive, temperature compensated SF6 gas density monitor has two (2) contact settings for the following functions for falling density: (1) alarm, (2) functional lockout. The contact settings are adjusted at the factory; therefore, they require no calibration and should not be adjusted in the field.
- 9.2 The 245kV circuit breakers will have a NEMA 3R rated control / mechanism cabinet.
- 9.3.13 The circuit breaker will be provided with an external electrical trip push button with permissive control. The electrical push button is protected by the low gas lockout function and cannot be operated if the gas level should fall below safe operating levels. A mechanical trip lever is provided on each circuit breaker and located inside the mechanism enclosure.
- 9.3.16 Standard GE cabinet layout will be provided.
- 9.3.17 See the attached outline drawings for the location and height of the cabinet doors.
- 10.3 Standard GE cabinet layout will be provided.
- 10.8 Standard GE cabinet layout will be provided.

- 10.12 Standard GE wiring markers will be provided.
- 10.17 Standard GE standard wire will be provided.
- 11.5 Bushings will need to be removed to remove the interrupter.
- 14.1 Field service is not included in the price of the breakers. See section 3 of the proposal for pricing.
- 14.6 Field service is not included in the price of the breakers. See section 3 of the proposal for pricing.
- 15.1 Hard copies of drawings will be on 11"x17" paper.
- 15.2 Drawing submittal lead time is twelve (12) to fourteen (14) weeks ARO.
- 15.3 Drawing submittal lead time is twelve (12) to fourteen (14) weeks ARO.
- 15.8 Hard copies of drawings will be on 11"x17" paper.
- 17. GE standard instruction book will be provided.

5 Commercial Terms of Sale

Delivery:	Standard lead time one hundred two (102) to one hundred six (106) weeks ARO. All lead times are subject to prior factory loading and material availability at the time of purchase order placement. Alternate delivery schedule may be available on request. Contact GE for specific project schedule needs.
Delivery Note:	Drawings will be submitted for approval between Ten (10) to twelve (12) weeks after receipt of order. Delivery is based upon customer return of approved drawings in two (2) weeks.
Shipping Point:	Charleroi, Pennsylvania, USA.
PO Remittance:	GE Grid Solutions, LLC., One Power Lane, Charleroi, PA 15022.
Terms of Delivery:	Pricing is firm in USD, FOB Jobsite (DDP per INCOTERMS 2020), pre-paid and allowed. Shipment to destination is limited to sites accessible by the vehicle in which the unit ships from the factory. Unloading is to be provided by others.
Payment Conditions:	20% Down Payment 80% Net 30 days after delivery. All Payments by wire transfer.
Instruction Manuals:	One instruction book is shipped inside the control cabinet of the breaker. Remaining instruction books will ship within two weeks of breaker shipment.
Warranty:	Sixty (60) months after installation, not to exceed sixty-six (66) months after delivery. Warranties exclude wear and tear associated with normal circuit breaker operation, circuit breakers used in special applications not covered by ANSI/IEEE C37.04, and circuit breakers that have exceeded the maximum allowable cumulated current. Warranties are based on strict accordance with the maintenance instructions found in the breaker manual.
Liquidated Damages:	Liquidated damages are excluded from this offer.
Sales Tax:	This offer does not include any sales tax (federal, state or local).
Damages:	The manufacturer shall not be liable for consequential or indirect damages such as loss of use, profit, contract, production, or any financial loss. In addition, the total liability is limited to a maximum of the contract value. The right for technical modifications is reserved.

Cancellation: In the event of order cancellation, a payment will be due based on the table below.

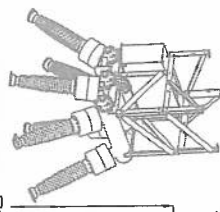
Schedule (based on EXW factory)	Cancellation Charge
	(% of contract value)
0– 4 weeks after receipt of order	10.0%
38+ weeks before shipment	30%
24 – 38 weeks before shipment	40.0%
18 – 24 weeks before shipment	60.0%
6- 18 weeks before shipment	80.0%
0 – 6 weeks before shipment	100.0%

Delays: Depending on the availability of the production slot, some delay requirement from customer might not be accommodated.

In case of delay is accepted by GE, GE is entitled to revisit contract price based on additional project cost due to delay. Projects that have ship date less than 24 weeks, delay on manufacturing is not possible. \$1,500 per breaker per week storage fee will be charge for 245kv and below breakers. For 362kv and above breakers and any storage more than 4 weeks, storage and service fee will be quoted at time of request.

6 Attachments

- DT1-145FK-40-F1 Sample Outline Drawing
- DT1-145FK-40-F1 Product Brochure
- DT1-245P-63-F1 Sample Outline Drawing
- DT1-245P-63-F1 Product Brochure
- Maintenance Schedule
- Grid Solutions High Voltage Circuit Breaker Line Card
- EM104 Terms and Conditions



NOTES:

- 1) FOUR (4) $\phi 3/4"$ [19 mm] ANCHOR BOLTS (ASTM A 36 OR GREATER)
- 2) 3.0" [76 mm] MINIMUM PROJECTION ABOVE FOUNDATION.
- 3) ANCHORING TO BE SUPPLIED BY CUSTOMER.
- 4) FOUNDATION TO BE LEVEL WITHIN 0.25" [6 mm] AT FOUR (4) BASEPLATES.
- 5) SHIM AND GROUT AS REQUIRED.
- 6) RATED SEISMIC LEVEL 0.2g OF RRS PER IEE 693
- 7) OPERATIONAL FORCES IN ANY DIRECTION = 1112N (250 lbf)
- 8) HV TERMINAL STATIC HORIZONTAL FORCE (LONGITUDINAL) = 1250N (281 lbf)
- 9) HV TERMINAL STATIC VERTICAL FORCE (TRANSVERSE) = 750N (169 lbf)
- 10) HV TERMINAL STATIC VERTICAL FORCE = 1000N (225 lbf)

NOTE:
PROPER ARRANGEMENT OF SUPPORT
LEGS SHOW ABOVE. USE CAUTION
WHEN ASCENDING LOWER STRUCTURE

COGNITIVE SKILLS	PERSONALITY	EMOTIONAL	BEHAVIORAL	COGNITIVE SKILLS
A	B	C	D	



Grid Solutions
a GE and Alstom joint venture

CIRCUIT BREAKERS PRODUCT SOLUTIONS

DT1-145 and DT1-170

Dead tank circuit breakers
from 123 kV to 170 kV

Grid Solutions' position as global leader in circuit breaker development comes from the operating experience accumulated from more than 100,000 circuit breakers with spring-spring-operated mechanisms in service worldwide.



CUSTOMER BENEFITS

- SF₆ gas tightness guarantee
- High performance ratings
- Reliability under the most severe conditions
- Flexibility
- Virtually maintenance free
- Easy to install

With Grid Solutions, you are choosing a company that you can trust.

The DT1-145 and the DT1-170 are dead tank circuit breakers suitable for application at 170 kV and below. They are specifically designed and tested for general or definite purpose applications as well as for severe environmental conditions including low temperature, highly active seismic areas and regions with high pollution levels or corrosive atmospheres.

PERFORMANCE

The DT1-145/170 are suitable for application up to nameplate ratings, including definite purpose ratings. Extensive mechanical design testing to 10,000 operations and Class M2 certification ensure trouble-free operation for the lifetime of the circuit breaker.

GAS TIGHTNESS GUARANTEE

Grid Solutions leads the industry in SF₆ gas tightness testing technology including seals, castings and plumbing systems. Each breaker is factory tested using Grid Solutions' proprietary gas tightness testing system which provides measurable, quantifiable test results on the breaker in its fully assembled, as-shipped condition.

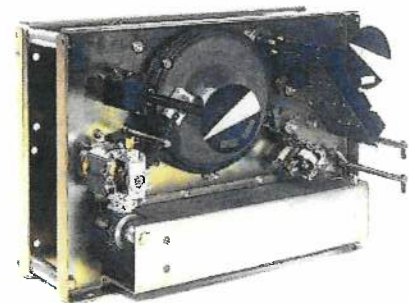
QUALITY

Grid Solutions designs, manufactures, tests and delivers its circuit breakers in accordance with the latest IEEE/ANSI and IEC Standards, maintaining a quality assurance system according to ISO-9001 and ISO 14001 certifications. The center of excellence for dead tank circuit breakers is located in Charleroi, PA (USA).

INSTALLATION AND MAINTENANCE

The DT1-145/170 are factory tested and adjusted and do not require any "special tools" for installation. Designed with the smallest symmetrical footprint to allow for minimised foundation costs, they are recognized worldwide as easy-to-install and operate circuit breakers. Thanks to the low energy mechanism and lifetime lubricants, the DT series is virtually maintenance free.

The DT1 series on-site installation requires only a few simple steps. For installations where truck shipment is impossible, all DT series circuit breakers can be readied for standard container shipment with only their bushings disassembled.

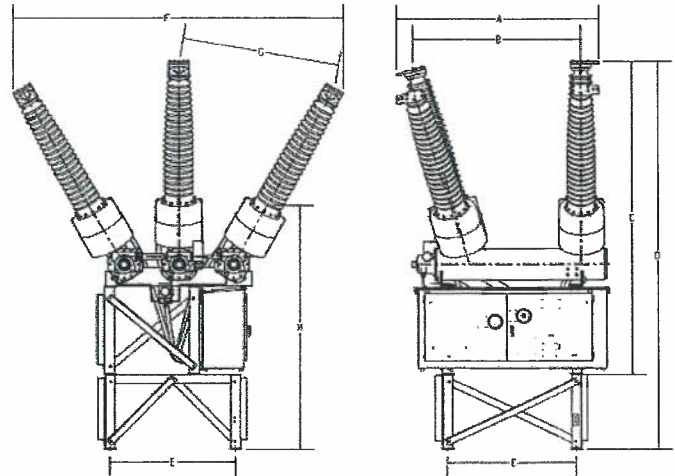


Low energy FK3-1 mechanism

TECHNICAL DATA

	Value	Units
SF ₆ pressure	93/0.64	psig/Mpa
Motor	1,600	watts
Close coil/Trip coil	440/440	watts
Ambient temperature range*	-30 to +40	degree C
High seismic capability in accordance with IEEE 693-2005		
Weight (without current transformers)	4,180/1,900	lb/kg

* Optional values available on request



DIMENSIONS

Rated Maximum Voltage	A (in/mm)	B (in/mm)	C (in/mm)	D (in/mm)	E (in/mm)	F (in/mm)	G (in/mm)	H (in/mm)
145 kv	90/2,284	70/1,779	136/3,459	169/4,289	54/1,372	90/2,284	69/1,747	102/2,600
170 kv	90/2,366	73/1,849	146/3,719	179/4,549	54/1,372	153/3,898	74/1,881	102/2,591

RATINGS

IEEE/ANSI	IEC	Value	Units
Rated maximum voltage	Rated voltage	123/145/170	kV
Rated power frequency	Rated frequency	50/60	Hz
Rated dielectric withstand capability	Rated insulation level		
dry withstand	at power frequency, dry	260/310/365	kV
wet withstand	at power frequency, wet	230/275/315	kV
Rated lightning impulse withstand voltage	at lightning impulse	550/650/750	kV
Rated chopped wave impulse voltage 2us		710/838/968	kV
Rated continuous current	Rated normal current	1,200/2,000/3,000	A
Rated short-circuit current	Rated short-circuit breaking current	40	kA
Rated closing, latching, and short time carrying		104	kA
Rated capacitance switching*			
	Rated single capacitor bank breaking current	400	A
Rated interrupting time		3	cycles
	Rated break time	50	ms
Rated standard operating duty	Rated operating sequence	O-0.3s-CO-15s-CO	

* Ratings available upon request.

** Please contact Grid Solutions for special purpose, high TRV, high X/R or other ratings requirements.

IPO OPTION

The DT1-145 and the DT1-170 are also available in Independent Pole Operation (IPO) configuration with separated spring/spring mechanism for each phase. Paired with a synchronous controller this can be used for point-on-wave switching of shunt capacitor or shunt reactor banks.

For more information please contact
 GE Grid Solutions

Worldwide Contact Center

Web: www.GEGridSolutions.com/contact
 Phone: +44 (0) 1785 250 070

www.GEGridSolutions.com



DT1-245P 63

Dead Tank Circuit Breaker for 245 kV and 63 kA

GE's dead tank circuit breakers ensure network reliability and safety in high voltage substations. The DT1-245P 63 is applicable for ratings up to 245 kV and 63 kA without TRV capacitors for short line fault. The breaker is gang-operated* and the standard application for low temperature areas is -30 °C without any heating systems. By utilizing tank heaters, the DT1-245P 63 can be installed in regions with temperatures as low as -60 °C.

Advanced Switchgear Technology

The proven interrupter chamber with double-motion technology utilizes the energy-optimized, self-blast principle. This proven technology dramatically reduces the mechanical stress in the chamber, enabling a higher interrupting capability with a lower operational energy requirement.

This reduced energy requirements allows the utilization of the highly reliable spring-spring mechanism FK3. The combination of the proven FK drive mechanism and double-motion technology results in a significant reduction of reaction forces, thus reducing foundation design requirements.

Certified Quality & Rigorous Testing

GE designs, manufactures, tests and delivers its circuit breakers in accordance with the latest IEEE/ANSI and IEC standards, maintaining a quality assurance system according to ISO 9001 and ISO 14001 certifications. The center of excellence for dead tank circuit breakers including manufacturing and testing facilities is located in Charleroi, PA (USA).

GE as industry leader in SF₆ gas tightness testing technology including seals, casting and plumbing system. Each breaker is factory tested using GE's proprietary gas tightness testing system, which provides measurable, quantifiable test results on the breaker in its fully assembled, as-shipped condition.

Enhanced Installation and Maintenance

GE's DT1-245P 63 is factory tested and prepared for truck shipment with bushings assembled and prefilled with slight SF₆ gas precharge. Therefore the on-site installation requires only a few simple steps without requiring any special tools.

The dead tank circuit breakers have lower maintenance costs and requirements, thanks to an engineering and design philosophy that has focused on these key needs since the inception of the development process.

* Single-pole operation on request.



Main Characteristics

- Advanced self-blast interrupters
- Leak resistant cast aluminum enclosures
- Durable low energy spring-operated mechanisms
- More than 100,000 circuit breakers with self-blast interrupters and spring-spring-operated mechanisms in service since 1989

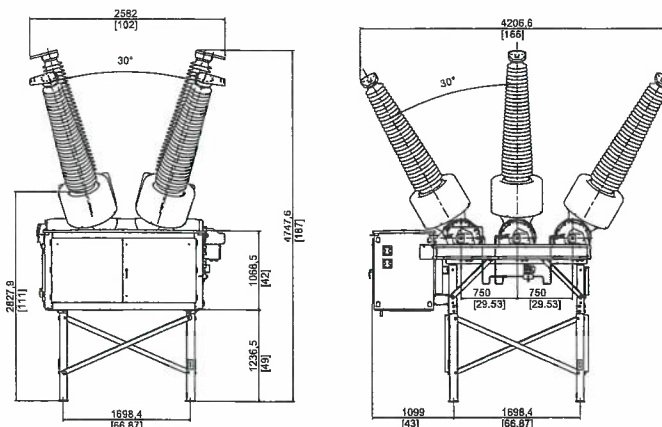
Key Benefits

- Field-proven reliability
- High performance up to 63 kA without TRV capacitors for short line fault
- Fast and easy on-site installation
- Manufacturing of interrupters in Charleroi, PA factory in US
- SF₆ gas tightness testing system validates gas leak rate guarantee.
- Local support from Charleroi, PA competence center for dead tank circuit breakers



Imagination at work

Dimensions in mm [in]



Ratings

IEEE/ANSI	IEC	Value	Units
Rated maximum voltage	Rated voltage	245	kV
Rated power frequency	Rated frequency	60	Hz
Dry withstand	At power frequency: dry	425/460	kV
Rated lightning impulse withstand voltage	At lightning impulse	900/1,050	kV
Rated chopped wave impulse voltage 2us		1,160	kV
Rated continuous current	Rated normal current	3,000/4,000/5,000	A
Rated short-circuit current	Rated short-circuit breaking current	63	kA
Rated closing, latching and short time carrying		164	kA
	Rated short-circuit making current	164	kA
Rated capacitance switching*			
Rated interrupting time		2	cycles
	Rated break time	50	ms
Rated standard operating duty		O-0,3s-CO-15s-CO	

* Ratings available upon request ** Contact GE for special purpose, high TRV, high X/R or other ratings requirements.

Technical Data

	Value	Units
Ambient temperature range*	-30 to +40	degree C
Seismic withstand in accordance with IEEE 693-2005		
Creepage distance	168/4,200	inches/mm
Closing resistor (optional)		
Weight (without current transformers)	6,680/3,030	lbs/kg
Weight of SF ₆	127/58	lbs/kg

* Alternate values upon request

For more information please contact
GE Energy Connections
Grid Solutions

Worldwide Contact Center

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GEGridSolutions.com

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Grid-AIS-L3-DT1_245P_63-XXXX-2017_02-EN.



Imagination at work



MAINTENANCE SCHEDULE

Dead Tank Circuit Breakers

GE's Grid Solutions offers a comprehensive portfolio of high voltage circuit breakers designed and tested to meet the rigorous demands of the North American power system.

GE's SF₆ dead tank circuit breakers require very little maintenance. The decisive influencing factors that affect the condition of the circuit breaker are the years in service, the number of mechanical operations, the number of load and short-circuit current interruptions and environmental conditions.

Under normal service conditions, the GE's recommended maintenance program for type "DT" dead tank circuit breakers with FK3-x series spring/spring operating mechanisms is as follows:

- MA1: Maintenance every 15 years
- MA2: Maintenance every 30 years
- MA3: Maintenance after 10,000 Mechanical C-O Operations
- MA4: Maintenance after Electrical Wear Limit is reached

MA1 Maintenance every 15 years				
MA2 Maintenance every 30 years				
MA3 Maintenance after 10,000 cycles				
MA4 Maintenance after Electrical Wear Limit is reached				
Action				
✓	✓	✓	✓	Read and record the operating counter figures.
✓	✓	✓	✓	Check the general visual appearance of switchgear: (corrosion, paint, door gaskets, etc.).
✓	✓	✓	✓	Check SF ₆ pressure on density monitor.
✓	✓	✓	✓	Check the condition of air vents and heater operation.
✓	✓	✓	✓	Verify tightness of all external hardware with a calibrated torque wrench according to TS-00007.
✓	✓	✓	✓	Check the switch points of the SF ₆ density monitor
✓	✓	✓	✓	Check the resistance of the main current path.
✓	✓	✓	✓	Inspect the bushing insulators.
✓	✓	✓	✓	Measure the operating times of poles and auxiliary contacts, at rated voltage and pressure.
✓	✓	✓	✓	Check the SF ₆ gas quality
	✓		✓	Open for inspecting and cleaning as needed
	✓		✓	Replace desiccant (molecular sieve)
	✓			Change gas seals, reapply greases and lubricants.
	✓			Replace cabinet seals.
		✓		Replace or overhaul the operating mechanism
			✓	Check the condition of the interrupter unit.

* Increasing the inspection and maintenance frequency of circuit breakers in service is recommended under extreme service conditions and/or special applications,



Line Card

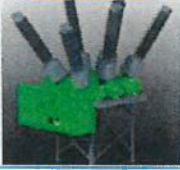
High Voltage Circuit Breakers

Grid Solutions offers a comprehensive portfolio of high voltage circuit breakers designed and tested to meet the rigorous demands of the North American power system

Product		Ratings	Features
DT1-38FK-40-F1		• Up to 38kV • 1200A to 3000A • 40kA, 3 cycles	• FK3-1 SPRING/SPRING mechanism • Gang Operated
DT1-72.5FK-40-F1		• 72.5kV • 1200A to 3000A • 40kA, 3 cycles	• FK3-1 SPRING/SPRING mechanism • Gang Operated
DT1-72.5FK-40-F3		• 72.5kV • 1200A to 3000A • 40kA, 3 cycles	• FK3-1 SPRING/SPRING mechanisms • Independent Pole Operation (IPO) • Optional Synchronous Control for Point-on-Wave Switching
DT1-145FK-40-F1 DT1-170FK-40-F1		• 123kV, 145kV, 170kV • 1200A to 3000A • 40kA, 3 cycles	• FK3-1 SPRING/SPRING mechanism • Gang Operated
DT1-145FK-40-F3 DT1-170FK-40-F3		• 123kV, 145kV, 170kV • 1200A to 3000A • 40kA, 3 cycles	• FK3-1 SPRING/SPRING mechanisms • Independent Pole Operation (IPO) • Optional Synchronous Control for Point-on-Wave Switching
DT1-72.5-63-F1 DT1-145-63-F1		• 72.5kV, 123kV, 145kV • 1200A to 4000A • 63kA, 3 cycles	• FK3-4 SPRING/SPRING mechanism • Gang Operated • NO CAPACITORS
DT1-245P-40-F1		• 245kV • 1200A to 4000A • 40kA, 3 cycles	• FK3-4 SPRING/SPRING mechanism • Gang Operated • Optional 2 cycle performance
DT1-245P-40-F3		• 245kV • 1200A to 4000A • 40kA, 3 cycles	• FK3-1 SPRING/SPRING mechanisms • Independent Pole Operation (IPO) • Optional Synchronous Control for Point-on-Wave Switching
DT1-245P-63-F1		• 245kV • 1200A to 5000A • 63kA, 2 cycles	• FK3-6 SPRING/SPRING mechanism • Gang Operated • NO CAPACITORS
DT1-245P-63-F3		• 245kV • 1200A to 5000A • 63kA, 2 cycles	• FK3-1 SPRING/SPRING mechanisms • Independent Pole Operation (IPO) • Optional Synchronous Control for Point-on-Wave Switching • NO CAPACITORS



Line Card High Voltage Circuit Breakers

Product		Ratings	Features
MOV for Shunt Reactor Switching		• 38kV to 800kV • Dead Tank, Live Tank, Circuit Switcher • Varistors sized based on user specifications.	• Varistors across HV Terminals extend circuit breaker life • External mounting for increased reliability and ease of maintenance
DT1-362-63-F3 DT1-362R-63-F3		• 362kV • 1200A to 5000A • 63kA, 2 cycles	• FK3-6 SPRING/SPRING mechanisms • Independent Pole Operation (IPO) • Optional Synchronous Control for Point-on-Wave Switching • Optional Pre-Insertion Resistors (PIR)
DT2-550-63-H3 DT2-550-63-F3 DT2-550R-63-H3 DT2-550R-63-F3		• 550kV • 1200A to 5000A • 63kA, 2 cycles	• Hydraulic Mechanisms • Independent Pole Operation (IPO) • Optional Point-on-Wave Switching • Optional Pre-Insertion Resistors (PIR) • Optional SPRING/SPRING Mechanisms
GL3 Series Live Tank		• 72.5kV to 800kV • 1200A to 4000A • Up to 63kA, 3 cycles	• FK3-x SPRING/SPRING mechanisms • Independent Pole Operation (IPO) • Or Gang Operated (voltage dependent)
Live Tank GL309 GL312 GL313 GL314		• 72.5kV to 245kV • 1200A to 3000A • Up to 40kA, 3 cycles	• Circuit Switcher applications • FK SPRING/SPRING operated mechanism • Circuit Breaker performance in a Circuit Switcher footprint
GL314BPS High Speed Bypass Switch		• Up to 800kV system • Up to 170kV across gap • Making Current 120kAp • Insertion Current 5000A • Insertion Voltage 300kVp	• Series Capacitor Bypass Protection • FK3-2 SPRING/SPRING mechanisms • Independent Pole Operation
HYpact		• 72.5 kV to 170kV • 2500A • 40kA, 3 cycles • Hybrid compact switchgear assembly	• FK3-1 SPRING/SPRING mechanism • Gang Operated • Endless configurations – breakers, disconnect switches, CTs, VTs, cable connections.
CBWatch3		• Circuit Breaker Monitoring • IEC 61850 8.1 (DNP3 option)	• Permanent real-time monitoring of CB operational parameters • SF6 emissions trending
		• Ratings are product and customer specific.	• SF₆ Free • Global Warming Potential 98% lower than SF₆ gas
Synchronous Control (Point on Wave Switching)		• Cabinet mounted or Rack Mounted	• Point-on-wave (POW) trip/close • Capacitors, reactors, transformers • Residual Flux compensation available

* Special ratings and applications available on request. Contact your GE representative for more information.

Terms and Conditions for Sale of Products and Services

Form EM 104 (Grid Solutions)

NOTICE: Sale of any Products or Services is expressly conditioned on Buyer's assent to these Terms and Conditions. Any acceptance of Seller's offer is expressly limited to acceptance of these Terms and Conditions and Seller expressly objects to any additional or different terms proposed by Buyer. No facility entry form shall modify these Terms and Conditions even if signed by Seller's representative. Any order to perform work and Seller's performance of work shall constitute Buyer's assent to these Terms and Conditions. Unless otherwise specified in the quotation, Seller's quotation shall expire 30 days from its date and may be modified or withdrawn by Seller before receipt of Buyer's conforming acceptance.

1. Definitions

"Buyer" means the entity to which Seller is providing Products or Services under the Contract.

"Contract" means either the contract agreement signed by both parties, or the purchase order signed by Buyer and accepted by Seller in writing, for the sale of Products or Services, together with these Terms and Conditions, Seller's final quotation, the agreed scope(s) of work, and Seller's order acknowledgement. In the event of any conflict, the Terms and Conditions shall take precedence over other documents included in the Contract.

"Contract Price" means the agreed price stated in the Contract for the sale of Products and Services, including adjustments (if any) in accordance with the Contract.

"Firmware" means software provided with or embedded in a Product and necessary for the proper functioning of the Product, but excluding software supplied by a third party and software applications licensed separately

"Hazardous Materials" means any toxic or hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, radioactive material, petroleum or petroleum-derived products or by-products, or any other chemical, substance, material or emission, that is regulated, listed or controlled pursuant to any national, state, provincial, or local law, statute, ordinance, directive, regulation or other legal requirement of the United States ("U.S.") or the country of the Site.

"Insolvent/Bankrupt" means that a party is insolvent, makes an assignment for the benefit of its creditors, has a receiver or trustee appointed for it or any of its assets, or files or has filed against it a proceeding under any bankruptcy, insolvency dissolution or liquidation laws.

"Products" means the equipment, parts, materials, supplies, software, and other goods Seller has agreed to supply to Buyer under the Contract.

"Seller" means the entity providing Products or performing Services under the Contract.

"Services" means the services Seller has agreed to perform for Buyer under the Contract.

"Site" means the premises where Products are used or Services are performed, not including Seller's premises from which it performs Services.

"Terms and Conditions" means these "Terms and Conditions for Sale of Products and Services", including any relevant addenda pursuant to Article 18, together with any modifications or additional provisions specifically stated in Seller's final quotation or specifically agreed upon by Seller in writing.

2. Payment

2.1 Buyer shall pay Seller for the Products and Services by paying all invoiced amounts by direct bank transfer in the currency specified by Seller in the Contract, without set-off for any payment from Seller not due under this Contract, within thirty (30) days from the invoice date. Remittance advice notifying of payment is to be sent to Remit.RenewableEnergy@gs.com. Invoicing and payment shall be in accordance with the Contract. If not otherwise agreed in the Contract, Seller shall issue invoices upon shipment of Products and as Services are performed, or if the Contract Price is U.S. Two Hundred Fifty Thousand Dollars (\$250,000) or more, progress payments shall be invoiced starting with twenty-five percent (25%) of the Contract Price for Products and Services upon the earlier of Contract signature or issuance of Seller's order acknowledgement and continuing such that ninety percent (90%) of the Contract Price for Products is re-

ceived before the earliest scheduled Product shipment and Services are invoiced as performed ("the Progress Payments"). For each calendar month, or fraction thereof, that payment is late, Buyer shall pay a late payment charge computed at the rate of 1.5% per month on the overdue balance, or the maximum rate permitted by law, whichever is less. If the price is set by the Contract in a currency other than U.S. dollars, references to U.S. dollars in this Section 2.1 shall mean the equivalent amount in the applicable currency. In case of any increase in material or labor costs over the Contract execution period the Seller shall be entitled to get compensated as per the Contract price escalation mechanism specified in the Seller's offer. In case the Contract does not comprise a price escalation mechanism and if a Party can demonstrate that the continued performance of its contractual obligations has become excessively onerous due to an event as per Clause 10 (which will include evolution of any event preexisting at the time of signature of the Contract), the Parties are bound, within a reasonable time of written notice by one Party to the other, to negotiate alternative contractual terms or a mitigation plan which reasonably permit the consequences of the event to be mitigated or the restoration of the balance that was pre-existing at the signature of the Contract between the Parties. The Party serving notice under this Clause shall provide the other Party with as much commercially available details of the event or events affecting that Party's contractual obligations, the affected obligations themselves and how and to which extent these events are (and will be) affecting the performance of the Contract. The Parties shall act in the spirit of openness and transparency in this communication within the limits set by applicable antitrust laws and regulations. Where an agreement is reached, the Parties shall start implementing the agreed measures immediately, pending the signature of the relevant amendment to the Contract. In the event the Parties are unable to agree on alternative contractual terms or on a mitigation plan as provided above within fifteen (15) days of the written notice, and in the absence of any other agreement, the Party serving notice under this Clause will be entitled to either suspend its performance of the affected portion of the Contract, or to terminate the Contract, without any liability to the other party. If the Contract is suspended for a period greater than 60 consecutive days by that Party, either Party may terminate the Contract by sending written notice of termination to the other Party. In case of termination of the Contract hereunder, the Parties shall settle their accounts accordingly as if the Contract had been terminated through no fault of the Parties, without prejudice to any Party's right to apply the provisions of Clause 16.2 hereof. To support the prevention of fraud, in the event the Buyer is required to make a payment to a bank account that is not the one expressly agreed in the Contract, the Buyer shall before proceeding with payment request confirmation to the Seller that the bank account identified in the invoice or request for payment is valid. Verification must be anticipated not to lead to any delay in making payment.

2.2 As and if requested by Seller, Buyer shall at its expense establish and keep in force payment security in the form of an irrevocable, unconditional, sight letter of credit or bank guarantee allowing for pro-rata payments as Products are shipped and Services are performed, plus payment of cancellation and termination charges, and all other amounts due from Buyer under the Contract ("Payment Security"). The Payment Security shall be (a) in a form, and issued or confirmed by a bank acceptable to Seller, (b) payable at the counters of such acceptable bank or negotiating bank, (c) opened prior to commencement of work by Seller with respect to development, manufacturing and shipment of Products and at least sixty (60) days prior to commencement of Services, and (d) remain in effect until the latest of ninety (90) days after the last scheduled Product shipment, completion of all Services and Seller's receipt of the final payment required under the Contract. Buyer shall, at its expense, increase the amount(s), extend the validity period(s) and make other appropriate modifications to any Payment Security within ten (10) days of Seller's notification that such adjustment is necessary in connection with Buyer's obligations under the Contract.

2.3 Seller is not required to commence or continue its performance unless and until any required Payment Security is received, operative and in effect and all applicable Progress Payments have been received. For each day of delay in receiving Progress Payments or acceptable Payment Security, Seller shall be entitled to an equitable extension of the schedule. If at any time Seller reasonably determines that Buyer's financial condition or payment history does not justify continuation of Seller's performance, Seller shall be entitled to require full or partial payment in advance or otherwise restructure payments, request additional forms of Payment Security, suspend its performance or terminate the Contract.

3. Taxes and Duties

Seller shall be responsible for all corporate taxes measured by net income due to performance of or payment for work under this Contract ("Seller Taxes"). Buyer shall be responsible for all taxes, duties, fees, or other charges of any nature (including, but not limited to, consumption, gross receipts, import, property, sales, stamp, turnover, use, or value-added taxes, and all items of withholding, deficiency, penalty, addition to tax, interest, or assessment related thereto, imposed by any governmental authority on Buyer or Seller or its subcontractors) in relation to the Contract or the performance of or payment for work under the Contract other than Seller Taxes ("Buyer Taxes"). The Contract Price does not include the amount of any Buyer Taxes. If Buyer deducts or withholds Buyer Taxes, Buyer shall pay additional amounts so that Seller receives the full Contract Price without reduction for Buyer Taxes. Buyer shall provide to Seller, within one month of payment, official receipts from the applicable governmental authority for deducted or withheld taxes.

4. Deliveries; Title Transfer; Risk of Loss; Storage

4.1 For shipments that do not involve export, including shipments from one European Union ("EU") country to another EU country, Seller shall deliver Products to Buyer FCA Seller's facility or warehouse (Incoterms 2020). For export shipments, Seller shall deliver Products to Buyer FCA Port of Export (Incoterms 2020). Notwithstanding anything to the contrary, for any importation, Buyer shall be identified as the importer in all applicable documents. Buyer shall pay all delivery costs and charges or pay Seller's standard shipping charges plus

up to twenty-five (25%) percent. Partial deliveries are permitted. Seller may deliver Products in advance of the delivery schedule. In case Buyer and Seller agree on different transportation arrangement with cost of freight and delivery to destination included in the Contract Price, Seller will not be responsible for any increase in transportation costs occurring after the Contract signature unless if caused by Seller's sole negligence, and Seller will be entitled to invoice the Buyer the additional transportation costs it has actually incurred, subject to reasonable justification of such additional costs. Delivery times are approximate and are dependent upon prompt receipt by Seller of all information necessary to proceed with the work without interruption. If Products delivered do not correspond in quantity, type or price to those itemized in the shipping invoice or documentation, Buyer shall so notify Seller within ten (10) days after receipt.

4.2 For shipments that do not involve export, title to Products shall pass to Buyer upon delivery in accordance with Section 4.1. For export shipments from a Seller facility or warehouse outside the U.S., title shall pass to Buyer upon delivery in accordance with Section 4.1. For shipments from the U.S. to another country, title shall pass to Buyer immediately after each item departs from the territorial land, seas and overlying airspace of the U.S. The 1982 United Nations Convention of the law of the Sea shall apply to determine the U.S. territorial seas. For all other shipments, title to Products shall pass to Buyer the earlier of (i) the port of export immediately after Products have been cleared for export or (ii) immediately after each item departs from the territorial land, seas and overlying airspace of the sending country. When Buyer arranges the export or intercommunity shipment, Buyer will provide Seller evidence of exportation or intercommunity shipment acceptable to the relevant tax and custom authorities.

4.3 Risk of loss shall pass to Buyer upon delivery pursuant to Section 4.1, except that for export shipments from the U.S., risk of loss shall transfer to Buyer upon title passage.

4.4 If any Products to be delivered under this Contract or if any Buyer equipment repaired at Seller's facilities cannot be shipped to or received by Buyer or end user when ready due to any cause attributable to Buyer, its other contractors or the end user, Seller may ship the Products and equipment to a storage facility, including storage at the place of manufacture or repair, or to an agreed freight forwarder. If Seller places Products or equipment into storage, the following apply: (i) title and risk of loss immediately pass to Buyer, if they have not already passed, and delivery shall be deemed to have occurred; (ii) any amounts otherwise payable to Seller upon delivery or shipment shall be due; (iii) Seller will be entitled to invoice the Buyer the costs of transportation to the storage facilities plus a lumpsum amount of 0.5% of the Contract Price per full week (or prorata thereof) of storage with a minimum of USD 1000 (one thousand United States Dollars). Invoices shall be on a weekly basis starting the beginning of third week of storage until the shipment of the Products can be made; and (iv) when conditions permit and upon payment of all amounts due, Seller shall make Products and repaired equipment available to Buyer for delivery. If the Contract requires Seller to submit drawings or other documents for approval by Buyer, Buyer shall review and issue its response (either approval or disapproval with reasons for disapproval detailed) within 10 days of Seller's submittal. If Buyer fails to provide a response within 10 days, the submittal shall be deemed approved.

4.5 If repair Services are to be performed on Buyer's equipment at Seller's facility, Buyer shall be responsible for, and shall retain risk of loss of, such equipment at all times, except that Seller shall be responsible for damage to the equipment while at Seller's facility to the extent such damage is caused by Seller's negligence.

5. Warranty

5.1 Seller warrants that Products shall be delivered free from defects in material, workmanship and title and that Services shall be performed in a competent, diligent manner in accordance with any mutually agreed specifications.

5.2 The warranty for Products shall expire one (1) year from first use or eighteen (18) months from delivery, whichever occurs first, except that software is warranted for ninety (90) days from delivery. The warranty for Services shall expire one (1) year after performance of the Service, except that software-related Services are warranted for ninety (90) days.

5.3 If Products or Services do not meet the above warranties, Buyer shall promptly notify Seller in writing prior to expiration of the warranty period. Seller shall (i) at its option, repair or replace defective Products and (ii) re-perform defective Services. If despite Seller's reasonable efforts, a non-conforming Product cannot be repaired or replaced, or non-conforming Services cannot be re-performed, Seller shall refund or credit monies paid by Buyer for such non-conforming Products and Services. Warranty repair, replacement or re-performance by Seller shall not extend or renew the applicable warranty period. Buyer shall obtain Seller's agreement on the specifications of any tests it plans to conduct to determine whether a non-conformance exists.

5.4 Buyer shall bear the costs of access for Seller's remedial warranty efforts (including removal and replacement of systems, structures or other parts of Buyer's facility), de-installation, decontamination, re-installation and transportation of defective Products to Seller and back to Buyer.

5.5 The warranties and remedies are conditioned upon (a) proper storage, installation (by properly certified installers or under the supervision of properly certified supervisors, if required), use, operation, and maintenance of Products, (b) Buyer keeping accurate and complete records of operation and maintenance during the warranty period and providing Seller access to those records, and (c) modifi-

cation or repair of Products or Services only as authorized by Seller in writing. Failure to meet any such conditions renders the warranty null and void. Seller is not responsible for normal wear and tear.

5.6 This Article 5 provides the exclusive remedies for all claims based on failure of or defect in Products or Services, regardless of when the failure or defect arises, and whether a claim, however described, is based on contract, warranty, indemnity, tort/extra-contractual liability (including negligence), strict liability or otherwise. The warranties provided in this Article 5 are exclusive and are in lieu of all other warranties, conditions and guarantees whether written, oral, implied or statutory. NO IMPLIED OR STATUTORY WARRANTY, OR WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES.

6. Confidentiality

6.1 Seller and Buyer (as to information disclosed, the "Disclosing Party") may each provide the other party (as to information received, the "Receiving Party") with Confidential Information in connection with this Contract. "Confidential Information" means (a) information that is designated in writing as "confidential" or "proprietary" by Disclosing Party at the time of written disclosure, and (b) information that is orally designated as "confidential" or "proprietary" by Disclosing Party at the time of oral or visual disclosure and is confirmed to be "confidential" or "proprietary" in writing within twenty (20) days after the oral or visual disclosure. In addition, prices for Products and Services shall be considered Seller's Confidential Information.

6.2 Receiving Party agrees: (i) to use the Confidential Information only in connection with the Contract and use of Products and Services, (ii) to take reasonable measures to prevent disclosure of the Confidential Information to third parties, and (iii) not to disclose the Confidential Information to a competitor of Disclosing Party. Notwithstanding these restrictions, (a) Seller may disclose Confidential Information to its affiliates and subcontractors in connection with performance of the Contract, (b) a Receiving Party may disclose Confidential Information to its auditors, (c) Buyer may disclose Confidential Information to lenders as necessary for Buyer to secure or retain financing needed to perform its obligations under the Contract, and (d) a Receiving Party may disclose Confidential Information to any other third party with the prior written permission of Disclosing Party, and in each case, only so long as the Receiving Party obtains a non-disclosure commitment from any such subcontractors, auditors, lenders or other permitted third party that prohibits disclosure of the Confidential Information and provided further that the Receiving Party remains responsible for any unauthorized use or disclosure of the Confidential Information. Receiving Party shall upon request return to Disclosing Party or destroy all copies of Confidential Information except to the extent that a specific provision of the Contract entitles Receiving Party to retain an item of Confidential Information. Seller may also retain one archive copy of Buyer's Confidential Information.

6.3 The obligations under this Article 6 shall not apply to any portion of the Confidential Information that: (i) is or becomes generally available to the public other than as a result of disclosure by Receiving Party, its representatives or its affiliates; (ii) is or becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party when the source is not, to the best of Receiving Party's knowledge, subject to a confidentiality obligation to Disclosing Party; (iii) is independently developed by Receiving Party, its representatives or affiliates, without reference to the Confidential Information; (iv) is required to be disclosed by law or valid legal process provided that the Receiving Party intending to make disclosure in response to such requirements or process shall promptly notify the Disclosing Party in advance of such disclosure and reasonably cooperate in attempts to maintain the confidentiality of the Confidential Information.

6.4 Each Disclosing Party warrants that it has the right to disclose the information that it discloses. Neither Buyer nor Seller shall make any public announcement about the Contract without prior written approval of the other party. As to any individual item of Confidential Information, the restrictions under this Article 6 shall expire five (5) years after the date of disclosure. Article 6 does not supersede any separate confidentiality or nondisclosure agreement signed by the parties.

7. Intellectual Property

7.1 Notwithstanding the provisions of section 4.2, Seller grants only a non-exclusive license, and does not pass title, to any Firmware and other software provided by Seller under this Contract, drawings and other documentation delivered for use of Buyer shall remain subject to ownership and/or intellectual property rights of Seller, as applicable and title to any leased equipment remains with Seller.

7.2 Seller shall defend and indemnify Buyer against any claim by a non-affiliated third party (a "Claim") alleging that Products or Services furnished under this Contract infringe a patent in effect in the U.S., an EU member state or the country of the Site (provided there is a corresponding patent issued by the U.S. or an EU member state), or any copyright or trademark registered in the country of the Site, provided that Buyer (a) promptly notifies Seller in writing of the Claim, (b) makes no admission of liability and does not take any position adverse to Seller, (c) gives Seller sole authority to control defense and settlement of the Claim, and (d) provides Seller with full disclosure and reasonable assistance as required to defend the Claim.

7.3 Section 7.2 shall not apply and Seller shall have no obligation or liability with respect to any Claim based upon (a) Products or Services that have been modified, or revised, (b) the combination of any Products or Services with other products or services when such

combination is a basis of the alleged infringement, (c) failure of Buyer to implement any update provided by Seller that would have prevented the Claim, (d) unauthorized use of Products or Services, or (e) Products or Services made or performed to Buyer's specifications.

7.4 Should any Product or Service, or any portion thereof, become the subject of a Claim, Seller may at its option (a) procure for Buyer the right to continue using the Product or Service, or applicable portion thereof, (b) modify or replace it in whole or in part to make it non-infringing, or (c) failing (a) or (b), take back infringing Products or Services and refund the price received by Seller attributable to the infringing Products or Services.

7.5 Article 7 states Seller's exclusive liability for intellectual property infringement by Products and Services.

7.6 Each party shall retain ownership of all Confidential Information and intellectual property it had prior to the Contract. All rights in and to Firmware and software not expressly granted to Buyer are reserved by Seller. All new intellectual property conceived or created by Seller in the performance of this Contract, whether alone or with any contribution from Buyer, shall be owned exclusively by Seller. Buyer agrees to deliver assignment documentation as necessary to achieve that result.

8. Indemnity

Each of Buyer and Seller (as an "Indemnifying Party") shall indemnify the other party (as an "Indemnified Party") from and against claims brought by a third party, on account of personal injury or damage to the third party's tangible property, to the extent caused by the negligence of the Indemnifying Party in connection with this Contract. In the event the injury or damage is caused by joint or concurrent negligence of Buyer and Seller, the loss or expense shall be borne by each party in proportion to its degree of negligence. For purposes of Seller's indemnity obligation, no part of the Products or Site is considered third party property.

9. Insurance

During the term of the Contract, Seller shall maintain for its protection the following insurance coverage: (i) Worker's Compensation, Employer's Liability and other statutory insurance required by law with respect to work related injuries or disease of employees of Seller in such form(s) and amount(s) as required by applicable laws; (ii) Automobile Liability insurance with a combined single limit of \$2,500,000.00; and (iii) Commercial General Liability or Public Liability insurance for bodily injury and property damage with a combined single limit of \$2,500,000.00. If required in the Contract, Seller shall provide a certificate of insurance reflecting such coverage.

10. Excusable Events

Seller shall not be liable or considered in breach of its obligations under this Contract to the extent that Seller's performance is delayed or prevented, directly or indirectly, by any cause beyond its reasonable control, or by armed conflict, acts or threats of terrorism, epidemics, pandemics, strikes or other labor disturbances, or acts or omissions of any governmental authority or of the Buyer or Buyer's contractors or suppliers. If an excusable event occurs, the schedule for Seller's performance shall be extended by the amount of time lost by reason of the event plus such additional time as may be needed to overcome the effect of the event. If acts or omissions of the Buyer or its contractors or suppliers cause the delay, Seller shall also be entitled to an equitable price adjustment.

Buyer recognizes that in case of epidemics or pandemics (or evolution of existing epidemics or pandemics), the precautionary, mitigation or corrective measures implemented by the Seller in the frame of the Contract are implemented in the best interest of the Buyer and the Contract performance, and the Buyer and Seller both agree that the additional costs reasonably incurred by Seller in implementing such measures shall be compensated by the Buyer to the Seller.

11. Termination and Suspension

11.1 Buyer may terminate the Contract (or the portion affected) for cause if Seller (i) becomes Insolvent/Bankrupt, or (ii) commits a material breach of the Contract which does not otherwise have a specified contractual remedy, provided that: (a) Buyer shall first provide Seller with detailed written notice of the breach and of Buyer's intention to terminate the Contract, and (b) Seller shall have failed, within 30 days after receipt of the notice, to commence and diligently pursue cure of the breach.

11.2 If Buyer terminates the Contract pursuant to Section 11.1, (i) Seller shall reimburse Buyer the difference between that portion of the Contract Price allocable to the terminated scope and the actual amounts reasonably incurred by Buyer to complete that scope, and (ii) Buyer shall pay to Seller (a) the portion of the Contract Price allocable to Products completed, (b) lease fees incurred, and (c) amounts for Services performed before the effective date of termination. The amount due for Services shall be determined in accordance with the milestone schedule (for completed milestones) and rates set forth in the Contract (for work toward milestones not yet achieved and where there is no milestone schedule), as applicable or, where there are no milestones and/or rates in the Contract, at Seller's then-current standard time and material rates.

11.3 Seller may suspend or terminate the Contract (or any affected portion thereof) immediately for cause if Buyer (i) becomes Insolvent/Bankrupt, or (ii) materially breaches the Contract, including, but not limited to, failure or delay in Buyer providing Payment Security, making any payment when due, or fulfilling any payment conditions.

11.4 If the Contract (or any portion thereof) is terminated for any reason other than Seller's default under Section 11.1, Buyer shall pay Seller for all Products completed, lease fees incurred and Services performed before the effective date of termination, plus expenses reasonably incurred by Seller in connection with the termination. The amount due for Services shall be determined in accordance with the milestone schedule (for completed milestones) and rates set forth in the Contract (for work toward milestones not yet achieved and where there is no milestone schedule), as applicable or, where there are no milestones and/or rates in the Contract, at Seller's then-current standard time and material rates. In addition, Buyer shall pay Seller a cancellation charge equal to 80% of the Contract Price applicable to uncompleted made-to-order Products and 15% of the Contract Price applicable to all other uncompleted Products or Services.

11.5 Either Buyer or Seller may terminate the Contract (or the portion affected) upon twenty (20) days advance notice if there is an excusable event (as described in Article 10) lasting longer than ninety (90) days or such other period agreed upon in writing. In such case, Buyer shall pay to Seller amounts payable under Section 11.4, provided that Buyer's payments shall include the cancellation charge for uncompleted Products if the excusable event(s) leading to the termination included an act or omission of the Buyer or Buyer's contractors or suppliers but Buyer shall not be required to pay the cancellation charge if the excusable event(s) leading to termination did not include any act or omission of the Buyer or Buyer's contractors or suppliers.

11.6 Buyer shall pay all reasonable expenses incurred by Seller in connection with a suspension, including, but not limited to, expenses for repossession, fee collection, demobilization/remobilization, and costs of storage during suspension. The schedule for Seller's obligations shall be extended for a period of time reasonably necessary to overcome the effects of any suspension.

12. Compliance with Laws and Regulations

12.1 Seller shall comply with laws applicable to the manufacture of Products and its performance of Services. Buyer shall comply with laws applicable to the purchase, application, operation, use and disposal of the Products and Services, including without limitation those regarding anticorruption/antibribery, fair competition (antitrust), and environment, health and safety (EHS). Buyer acknowledges it had access, reviewed, and fully understands GE's Integrity Policies. Seller shall at all times comply with the GE Integrity Policies. The GE Integrity Policies can be accessed electronically at https://www.ge.com/sites/default/files/S&L_Booklet_English_0.pdf

12.2 Seller's obligations are conditioned upon Buyer's compliance with all US, EU, UK and other applicable trade control laws and regulations. Buyer shall not trans-ship, re-export, divert or direct or otherwise make or allow any disposition of equipment, materials, services, technology, technical data, software, or other information or assistance or Product furnished by the Seller under the Contract other than in and to the ultimate country of destination declared by Buyer and specified as the country of ultimate destination on Seller's invoice. The Buyer hereby certifies that the equipment, materials, services, technology, technical data, software, or other information or assistance or product furnished by the Seller under the Contract will not be used in the design, development, production, stockpiling or use of chemical, biological, or nuclear weapons. The Buyer shall also ensure that the bank or financial institution or other entity executing any payments or financial transactions under the Contract on behalf of the Buyer (including without limitation the issuance of any payment securities such as a letter of credit) is not subject to any export regulation prohibiting to do business with such bank, financial institution or entity. Should the Buyer fail to comply with any of the obligations as specified above, the Seller may, without prejudice to the exercise of any other rights or remedies which may be available to it, terminate the Contract by giving the Buyer notice in writing to that effect. In the event of a change in applicable trade control laws and regulations, including but not limited to the laws of the US, EU and UK and changes in the interpretation thereof, or in the event an authorization pursuant to said laws is either denied, revoked, withdrawn or cancelled at any time, preventing the Seller from executing its obligations without breaching such applicable trade control laws and regulations or makes Seller's execution of its obligations unreasonably burdensome or unbalanced, Seller shall have the right without incurring liability to the Buyer to (i) withdraw its proposal, or either (ii) suspend its performance of the Contract or terminate the Contract. If the suspension lasts more than four (4) months, any of the Parties shall have the right to terminate the Contract by giving the other Party notice in writing to that effect.

12.3 Notwithstanding any other provision, Buyer shall timely obtain, effectuate and maintain in force any required permit, license, exemption, filing, registration and other authorization, including, but not limited to, building and environmental permits, import licenses, environmental impact assessments, and foreign exchange authorizations, required for the lawful performance of Services at the Site or fulfillment of Buyer's obligations, except that Seller shall obtain any license or registration necessary for Seller to generally conduct business and visas or work permits, if any, necessary for Seller's personnel. Buyer shall provide reasonable assistance to Seller in obtaining such visas and work permits.

13. Environmental, Health and Safety Matters

13.1 Buyer shall maintain safe working conditions at the Site, including, without limitation, implementing appropriate procedures regarding Hazardous Materials, confined space entry, and energization and de-energization of power systems (electrical, mechanical and hydraulic) using safe and effective lock-out/tag-out ("LOTO") procedures including physical LOTO or a mutually agreed upon alternative method.

13.2 Buyer shall timely advise Seller in writing of all applicable Site-specific health, safety, security and environmental requirements and procedures. Without limiting Buyer's responsibilities under Article 13, Seller has the right but not the obligation to, from time to time, review and inspect applicable health, safety, security and environmental documentation, procedures and conditions at the Site.

13.3 If, in Seller's reasonable opinion, the health, safety, or security of personnel or the Site is, or is apt to be, imperiled by security risks, terrorist acts or threats, the presence of or threat of exposure to Hazardous Materials, or unsafe working conditions, Seller may, in addition to other rights or remedies available to it, evacuate some or all of its personnel from Site, suspend performance of all or any part of the Contract, and/or remotely perform or supervise work. Any such occurrence shall be considered an excusable event. Buyer shall reasonably assist in any such evacuation.

13.4 Operation of Buyer's equipment is the responsibility of Buyer. Buyer shall not require or permit Seller's personnel to operate Buyer's equipment at Site.

13.5 Buyer will make its Site medical facilities and resources available to Seller personnel who need medical attention.

13.6. Seller has no responsibility or liability for the pre-existing condition of Buyer's equipment or the Site. Prior to Seller starting any work at Site, Buyer will provide documentation that identifies the presence and condition of any Hazardous Materials existing in or about Buyer's equipment or the Site that Seller may encounter while performing under this Contract. Buyer shall disclose to Seller industrial hygiene and environmental monitoring data regarding conditions that may affect Seller's work or personnel at the Site. Buyer shall keep Seller informed of changes in any such conditions.

13.7 Seller shall notify Buyer if Seller becomes aware of: (i) conditions at the Site differing materially from those disclosed by Buyer, or (ii) previously unknown physical conditions at Site differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. If any such conditions cause an increase in Seller's cost of, or the time required for, performance of any part of the work under the Contract, an equitable adjustment in price and schedule shall be made.

13.8 If Seller encounters Hazardous Materials in Buyer's equipment or at the Site that require special handling or disposal, Seller is not obligated to continue work affected by the hazardous conditions. In such an event, Buyer shall eliminate the hazardous conditions in accordance with applicable laws and regulations so that Seller's work under the Contract may safely proceed, and Seller shall be entitled to an equitable adjustment of the price and schedule to compensate for any increase in Seller's cost of, or time required for, performance of any part of the work. Buyer shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of Seller's work at the Site.

13.9 Buyer shall indemnify Seller for any and all claims, damages, losses, and expenses arising out of or relating to any Hazardous Materials which are or were (i) present in or about Buyer's equipment or the Site prior to the commencement of Seller's work, (ii) improperly handled or disposed of by Buyer or Buyer's employees, agents, contractors or subcontractors, or (iii) brought, generated, produced or released on Site by parties other than Seller.

14. Changes

14.1 Each party may at any time propose changes in the schedule or scope of Products or Services. Seller is not obligated to proceed with any change until both parties agree upon such change in writing. The written change documentation will describe the changes in scope and schedule, and the resulting changes in price and other provisions, as agreed.

14.2 The scope, Contract Price, schedule, and other provisions will be equitably adjusted to reflect additional costs or obligations incurred by Seller resulting from a change, after Seller's proposal date, in Buyer's Site-specific requirements or procedures, or in industry specifications, codes, standards, applicable laws or regulations. However, no adjustment will be made on account of a general change in Seller's manufacturing or repair facilities resulting from a change in laws or regulations applicable to such facilities. Unless otherwise agreed by the parties, pricing for additional work arising from such changes shall be at Seller's time and material rates.

14.3 It shall be acceptable and not considered a change if Seller delivers a Product that bears a different, superseding or new part or version number compared to the part or version number listed in the Contract.

15. Limitations of Liability

15.1 The total liability of Seller for all claims of any kind arising from or related to the formation, performance or breach of this Contract, or any Products or Services, shall not exceed the (i) Contract Price, or (ii) if Buyer places multiple order(s) under the Contract, the price of each particular order for all claims arising from or related to that order and ten thousand US dollars (US \$10,000) for all claims not part of any particular order.

15.2 Seller shall not be liable for loss of profit or revenues, loss of use of equipment or systems, interruption of business, cost of replacement power, cost of capital, downtime costs, increased operating costs, any special, consequential, incidental, indirect, or punitive damages, or claims of Buyer's customers for any of the foregoing types of damages.

15.3 All Seller liability shall end upon expiration of the applicable warranty period, provided that Buyer may continue to enforce a claim for which it has given notice prior to that date by commencing an action or arbitration, as applicable under this Contract, before expiration of any statute of limitations or other legal time limitation but in no event later than one year after expiration of such warranty period.

15.4 Seller shall not be liable for advice or assistance that is not required for the work scope under this Contract.

15.5 If Buyer is supplying Products or Services to a third party, or using Products or Services at a facility owned by a third party, Buyer shall either (i) indemnify and defend Seller from and against any and all claims by, and liability to, any such third party in excess of the limitations set forth in this Article 15, or (ii) require that the third party agree, for the benefit of and enforceable by Seller, to be bound by all the limitations included in this Article 15.

15.6 For purposes of this Article 15, the term "Seller" means Seller, its affiliates, subcontractors and suppliers of any tier, and their respective employees. The limitations in this Article 15 shall apply regardless of whether a claim is based in contract, warranty, indemnity, tort/extra-contractual liability (including negligence), strict liability or otherwise, and shall prevail over any conflicting terms, except to the extent that such terms further restrict Seller's liability.

16. Governing Law and Dispute Resolution

16.1 This Contract shall be governed by and construed in accordance with the laws of (i) the State of New York if Buyer's place of business is in the U.S. or (ii) England and Wales if the Buyer's place of business is outside the U.S., in either case without giving effect to any choice of law rules that would cause the application of laws of any other jurisdiction (the "Governing Law"). If the Contract includes the sale of Products and the Buyer is outside the Seller's country, the United Nations Convention on Contracts for the International Sale of Goods shall apply.

16.2 In the event of any dispute arising out of or in connection with this Contract, including any question regarding its existence or validity, the parties agree to submit the matter to mediation under the ICC mediation Rules, without prejudice to either party's right to seek emergency, interim or conservatory measures of protection at any time.

If the dispute has not been settled pursuant to the ICC Mediation Rules within thirty (30) days following the filing of a request for Mediation or within such other period as the parties may agree in writing, such dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules of Arbitration. In case the arbitral tribunal is constituted of more than one arbitrator, the party-appointed arbitrators shall, for a period of two (2) weeks following the date on which their appointments have both been confirmed, attempt to reach agreement on the president of the arbitral tribunal. For this purpose, the arbitrators may communicate with the parties on an *ex-parte* basis.

If the two arbitrators are unable to agree upon the third, upon request of either Buyer or Seller, the President of the ICC shall appoint the third.

The seat, or legal place, of the mediation and arbitration shall be Geneva, Switzerland.

The language to be used in the mediation and in the arbitration shall be the English language.

The parties' written submissions shall, to the extent possible, contain all arguments and supporting materials on fact, law and damages, including all exhibits on which each party intends to rely, supporting witness statements, expert reports and legal authorities.

17. Inspection and Factory Tests

Seller will apply its normal quality control procedures in manufacturing Products and perform any factory tests in accordance with Seller's standard procedures. Seller shall attempt to accommodate requests by Buyer to witness Seller's factory tests of Products, subject to appropriate access restrictions, if such witnessing can be arranged without delaying the work. Travel and living expenses of Buyer personnel to witness such tests shall be borne by Buyer. Unless otherwise agreed, failure by the Buyer or its representative to attend the factory tests on the scheduled date shall entitle the Seller to proceed with such factory tests alone and the Seller shall promptly share the results of such tests with the Buyer. In the event the factory tests or any other tests to be performed under the Contract cannot be either witnessed or performed (as the case may be) by the Buyer for any reason (including as a consequence of any pandemic) and the Buyer cannot delegate any third party to represent it, or to perform the tests in its name and on its behalf, the Seller may propose to the Buyer alternate measures in order to avoid delaying the testing, including but not limited to the use of electronic messaging services such as Skype, Teams or equivalent, recording devices such as cameras, and a distribution of results via electronic storage media such as DVD or streamed videos. The Buyer and the Seller shall make their best efforts to agree on such measures with a view not to delay the testing of the Products. If despite reasonable alternate measures proposed by the Seller, the Buyer instructs the Seller to suspend or postpone the performance of the tests, the Seller shall, notwithstanding anything to the contrary in the Contract, be entitled to a reasonable exten-

sion of the time for completion and compensation by the Buyer for the additional costs incurred as a result of the suspension or postponement of the affected tests.

18. Firmware, Software, Leased Equipment, Remote Diagnostic Services, PCB Services

Seller grants Buyer a non-exclusive license to use Firmware solely in connection with use of the Product for which the Firmware is provided by Seller. Buyer shall not sublicense, assign, or otherwise transfer the license to use the Firmware to any third party, except with that specific Product and to the extent such transfer is not otherwise restricted by the Contract. If Seller provides any software to Buyer other than Firmware, the Software License Addendum shall apply. If Seller leases any of Seller's equipment or provides related Services to Buyer, including placing Seller's equipment at Buyer's site to provide remote Services, the Lease Addendum shall apply. If Seller provides remote diagnostic services to Buyer, the Remote Diagnostic Services Addendum shall apply. If Seller provides PCB Services to Buyer, the PCB Services Addendum shall apply. If there is any conflict between these "Terms and Conditions for the Sale of Products and Services, Form EM 104" and the terms of any addendum incorporated pursuant to this Article 18, the terms of the addendum shall take precedence with respect to the applicable scope.

19. General Clauses

19.1 Products and Services sold by Seller are not intended for use in connection with any nuclear facility or activity, and Buyer warrants that it shall not use or permit others to use Products or Services for such purposes, without the advance written consent of Seller. If, in breach of this, any such use occurs, Seller (and its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, and, in addition to any other rights of Seller, Buyer shall indemnify and hold Seller (and its parent, affiliates, suppliers and subcontractors) harmless against all such liability. Consent of Seller to any such use, if any, will be conditioned upon additional terms and conditions that Seller determines to be acceptable for protection against nuclear liability.

19.2 Seller may assign or novate its rights and obligations under the Contract, in whole or in part, to any of its affiliates or may assign any of its accounts receivable under this Contract to any party without Buyer's consent. Buyer agrees to execute any documents that may be necessary to complete Seller's assignment or novation. Seller may subcontract portions of the work, so long as Seller remains responsible for it. The delegation or assignment by Buyer of any or all of its rights or obligations under the Contract without Seller's prior written consent (which consent shall not be unreasonably withheld) shall be void.

19.3 Buyer shall notify Seller immediately upon any change in ownership of more than fifty percent (50%) of Buyer's voting rights or of any controlling interest in Buyer. If Buyer fails to do so or Seller objects to the change, Seller may (a) terminate the Contract, (b) require Buyer to provide adequate assurance of performance (including but not limited to payment), and/or (c) put in place special controls regarding Seller's Confidential Information.

19.4 If any Contract provision is found to be void or unenforceable, the remainder of the Contract shall not be affected. The parties will endeavor to replace any such void or unenforceable provision with a new provision that achieves substantially the same practical and economic effect and is valid and enforceable.

19.5 The following Articles shall survive termination or cancellation of the Contract: 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 15, 16, 18, 19 and 20.

19.6 The Contract represents the entire agreement between the parties. No oral or written representation or warranty not contained in this Contract shall be binding on either party. Buyer's and Seller's rights, remedies and obligations arising from or related to Products and Services sold under this Contract are limited to the rights, remedies and obligations stated in this Contract. No modification, amendment, rescission or waiver shall be binding on either party unless agreed in writing.

19.7 Except as provided in Article 15 (Limitations of Liability) and in Section 19.1 (no nuclear use), this Contract is only for the benefit of the parties, and no third party shall have a right to enforce any provision of this Contract, whether under the English Contracts (Rights of Third Parties) Act of 1999 or otherwise.

19.8 This Contract may be signed in multiple counterparts that together shall constitute one agreement. If permitted by applicable laws, the Contract may be signed by the parties using certified digital signature tools such as DocuSign, or any other agreed upon certified means.

20. US Government Contracts

20.1 This Article 20 applies only if the Contract is for the direct or indirect sale to any agency of the U.S. government and/or is funded in whole or in part by any agency of the U.S. government.

20.2 Buyer agrees that all Products and Services provided by Seller meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial item" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101. Unless otherwise specifically stated by Seller

in this Contract, Seller makes no representation or warranty as to the country of origin of Products. Buyer agrees any Services offered by Seller are exempt from the Service Contract Act of 1965 (FAR 52.222-41). The version of any applicable FAR clause listed in this Article 20 shall be the one in effect on the effective date of this Contract.

20.3 If Buyer is an agency of the U.S. Government, then as permitted by FAR 12.302, Buyer agrees that all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms and Conditions. Buyer further agrees the subparagraphs of FAR 52.212-5 apply only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Contract Price.

20.4 If Buyer is procuring the Products or Services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. Government, then Buyer agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Contract Price.

Beaches Energy Services
Bid Tabuation Sheet
Bid No. 2223-13 230kV & 138kV High Voltage Circuit Breakers

			Stuart C. Irby	
Item	Type	Qty	Unit Cost	Extended
1	230kV	2	\$ 214,684.00	\$ 429,368.00
2	138kV	3	\$ 100,665.00	\$ 301,995.00
				\$ 731,363.00

City of

Jacksonville Beach

Property and

Procurement Division

1460A Shetter Avenue

Jacksonville Beach

FL 32250

Phone: 904.247.6229

Email: purchasing@jaxbchfl.net

www.jacksonvillebeach.org

This is the only recommendation notice you will receive. If there are other representatives in your firm working on this project, please forward to their attention.

NOTICE OF INTENT TO SUBMIT BID FOR APPROVAL AND AWARD BY CITY COUNCIL

Date: November 1, 2023

From: Luis F. Flores, Property and Procurement Officer

RE: **Bid No. 2223-13 230kV & 138kV High Voltage Circuit Breakers**

Item	Breaker Type	Unit Cost	Vendor
1	230kV	\$214,684	Stuart C. Irby
2	138kV	\$100,665	Stuart C. Irby

Recommendation will be presented to the City Manager for intent to award of Bid No. 2223-13 230kV & 138kV High Voltage Circuit Breakers to **Stuart C. Irby**.

In accordance with the procedures set forth in Section XII K. of the City of Jacksonville Beach Purchasing Manual, a written notice of intent to file a protest must be filed with the Property and Procurement Officer within three (3) business days, Monday through Friday, 8:00 AM – 4:00 PM, after receipt by the respondent of the Bid Award Notice from the Property and Procurement Officer.

If awarded, please do not proceed with any work prior to receiving an official City of Jacksonville Beach Purchase Order and/or Notice-to-Proceed letter.

We would like to thank each bidder for their submittal.

Luis F. Flores

Luis F. Flores, Property & Procurement Officer
1460A Shetter Avenue, Jacksonville Beach, FL 32250





CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Jason Phitides, Director of Parks and Recreation
DATE:	12/26/2023
SUBJECT:	Resolution No. 2167-2024 Honorary Street Name Designation for Margaret McQueen

BACKGROUND

The Parks and Recreation Department recently received an application for approval through the Honorary Street Name Designation Program. The nominee is Margaret McQueen, who resided at 222 7th Street South.

Ms. McQueen was born and raised in Jacksonville Beach and served as a second grade teacher at Seabreeze Elementary School. She was the first African American to hold a political office in Jacksonville Beach. She was elected by the citizens of Jacksonville Beach on November 5, 1991 to City Council, Seat 4.

Ms. McQueen was instrumental in implementing legislation for the construction of the Jacksonville Beach City Hall and Police Headquarters. She was part of a group that organized the Community Assisted Policing Effort (C.A.P.E.) program, which used community policing methods to solve issues in downtown and South Pablo Beach neighborhoods.

The application was submitted by Mayor Hoffman and the Rhoda L. Martin Cultural Heritage Center, and if approved, the honorary street sign will be placed on the corner of 7th Street South and 2nd Avenue South.

Pursuant to the Honorary Street Name Designation Policy, the Parks and Recreation Department has submitted the application to the Public Works Department for their review and recommendation prior to the City Council's consideration. It has been determined that the application has provided sufficient documentation to substantiate the applicant's request, and that the location desired for the honorary street name designation is feasible. The City Manager has determined that it is appropriate for the City Council to consider the application at this time.

FINANCIAL IMPACT

The applicant has paid the \$400 application fee, which may be refunded if the application is unsuccessful.

REQUESTED ACTION

Adopt/Deny Resolution No. 2167-2024 approving the honorary street name designation application for Honoree Margaret McQueen

ATTACHMENTS

1. Application Honoree Street - McQueen



City of Jacksonville Beach • 11 North Third Street • Jacksonville Beach, FL 32250

2. Resolution No. 2167-2024

City of Jacksonville Beach

Application for Honorary Street Name Designation

Name of Person/Group requesting designation: Chris Hoffman &
Rhode L. Martin Cultural
Address: 1026 13th St N Heritage Center

Phone Number: N/A
Cell Number: 904-476-6153
Email address: hoffmanjaxbch@gmail.com

Location of requested designation: 2nd Ave. & 7th St N
Honorary Street Designation Name: Margaret McQueen

Reasons support honorary designation: see attached

Contributions to the City of Jacksonville Beach of historical relevance:
see attached

Applicant acknowledges responsibility for cost of sign(s) cel Yes (please initial)

Proclamation

Margaret McQueen Day

Whereas, Margaret McQueen was born and raised in Jacksonville Beach, FL; and

Whereas, Margaret served as a second grade teacher at Seabreeze Elementary School; and

Whereas, Margaret lead the Jacksonville Beach Community Action Co-op to address community issues of crime and to further increase the cooperative partnership between citizens and police in 1989; and

Whereas, Margaret was elected by the citizens of the City of Jacksonville Beach on November 5, 1991, to City Council, Seat 4, and sworn into office on November 20, 1991; and

Whereas, Margaret was the first African American to hold a political office in Jacksonville Beach; and

Whereas, Margaret served her term until November 15, 1994; and

Whereas, Margaret was appointed on February 2, 1998, to fill an unexpired term for City Council, Seat 4, District 1, through November 18, 1998; and

Whereas, Margaret was part of a group that organized the Community Assisted Policing Effort (C.A.P.E.) program, which used community policing methods to solve issues in the downtown and South Pablo Beach neighborhoods; and

Whereas, Ms. McQueen was instrumental in implementing legislation for the construction of the Jacksonville Beach City Hall and the Police Department Headquarters in 1999.

Now, Therefore, I, Christine H. Hoffman, Mayor of the City of Jacksonville Beach, by virtue of the authority vested in me, do hereby proclaim February 5th as

Margaret McQueen Day

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Jacksonville Beach to be affixed this 19th day of March, 2023.

Christine H. Hoffman, MAYOR

Introduced by: _____
Adopted: _____

RESOLUTION NO. 2167-2024

A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, APPROVING APPLICATION AND HONORARY STREET NAME DESIGNATION SIGN LOCATION FOR AN HONOREE UNDER THE HONORARY STREET NAME DESIGNATION POLICY; AUTHORIZING SIGN INSTALLATION; PROVIDING FOR ADOPTION OF RECITALS, REPEAL OF PRIOR INCONSISTENT RESOLUTIONS AND COUNCIL DECISIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, in May of 2021, the City Council adopted the amended Honorary Street Name Designation Policy; and

WHEREAS, pursuant to the Policy, honorary street name designations shall reflect recognition of Honorees or Fallen Wartime Military Veterans and are given on a case-by-case basis, solely as determined by City Council by majority vote and resolution; and

WHEREAS, the Parks and Recreation Department has received one application nominating an Honoree for an honorary street name designation. The nominee was born and raised in Jacksonville Beach, was the first African American to hold a political office in Jacksonville Beach and an outstanding member of the Jacksonville Beach community; and

WHEREAS, the Parks and Recreation Department and Public Works Department have reviewed the application to ensure sufficient documentation exists to substantiate the applicant's request, and that the location desired for the honorary street name designation is feasible; and

WHEREAS, the City Council finds that approving the application received serves a legitimate public purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, THAT:

SECTION 1. Adoption of Recitals. The foregoing recitals are deemed true and material parts of this resolution and are fully incorporated herein by reference.

SECTION 2. Approval of Application and Authorization for Sign Installation. The City Council hereby approves the following application for honorary street name designation and sign location and authorizes the Public Works Department to install the sign for the following Honoree:

- Margaret McQueen, 7th Street South and 2nd Avenue South, parallel with 7th Street South.

SECTION 3. Repeal of Prior Inconsistent Resolutions and Council Decisions. All prior resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 4. Severability. If any section, sentence, clause, or phrase of this resolution should be held invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force, or effect of any other section, sentence, phrase, or portion of this resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 5. Effective Date. This resolution shall become effective immediately upon passage and adoption by City Council.

AUTHENTICATED this ____ day of _____, 2024.

Christine H. Hoffman, Mayor

Sheri Gosselin, City Clerk



CITY COUNCIL AGENDA ITEM	
TO:	Michael J. Staffopoulos, City Manager
FROM:	Sheri Gosselin, City Clerk
DATE:	01/16/2024
SUBJECT:	Resolution No. 2168-2024 Municipal Election

BACKGROUND

The regular term of Council Seat 4 - District 1, vacated by Cory Nichols, ends in November of 2026. Section 23. - Vacancies of the City Charter states the City Council shall elect a person to fill the vacant office until the next regular municipal election. Cliff Shepard, the City's interim legal counsel, advised the next regular municipal election would be the November 4, 2024, General Election. Therefore, the term of the person appointed by the City Council to fill the vacant council seat would only last until the results of the 2024 Municipal Election held on November 5, 2024, have been certified by the City Council.

In order to include Council Seat 4 - District 1 with the four at-large officers (Mayor - At-Large, Seat 1 - At-Large, Seat 2 - At-Large, and Seat 3 - At Large) currently scheduled for the 2024 election cycle, a resolution is required per Chapter III. - Elections, Section 15. - Municipal elections, of the City Charter. The electors of Jacksonville Beach will then elect a candidate to fill the remainder of the term through November 2026.

Resolution No. 2168-2024, prepared by Attorney Cliff Shepard, identifies the five officers to be elected in 2024, the dates of the qualifying period, the designated polling locations, and the polling times. The City Clerk will provide a copy of the adopted resolution to the Supervisor of Elections office.

FINANCIAL IMPACT

None.

REQUESTED ACTION

Adopt/Deny Resolution No. 2168-2024 scheduling a municipal election for certain offices, scheduling qualifying period for candidates, designating places of polling, and opening and closing of poles

ATTACHMENTS

1. Resolution No. 2168-2024

Introduced by: _____
Adopted: _____

RESOLUTION NO. 2168-2024

A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, SCHEDULING A MUNICIPAL ELECTION FOR CERTAIN OFFICES, SCHEDULING QUALIFYING PERIOD FOR CANDIDATES, DESIGNATING PLACES OF POLLING, OPENING AND CLOSING OF POLLS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Primary Election for the City of Jacksonville Beach, Florida, for Council Seat 1, At-Large; Council Seat 2, At-Large; Council Seat 3, At-Large; Council Seat 4, District 1; and the Mayor's Seat, At-Large, will be held on Tuesday, August 20, 2024; and

WHEREAS, if necessary the General Election for the City of Jacksonville Beach, Florida, for Council Seat 1, At-Large; Council Seat 2, At-Large; Council Seat 3, At-Large; Council Seat 4, District 1; and the Mayor's Seat, At-Large, will be held on Tuesday, November 5, 2024; and

WHEREAS, the City Council, in accordance with state law and the city charter, must designate the qualifying period, polling places, and hours of voting for all City elections by Resolution of the City Council.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Jacksonville Beach, Florida, that:

SECTION 1. The City of Jacksonville Beach shall hold a General Municipal Election to fill Council Seat 1, At-Large; Council Seat 2, At-Large; Council Seat 3, At-Large; Council Seat 4, District 1; and the Mayor's Seat, At-Large on November 5, 2024.

SECTION 2. The Candidate Qualifying Period to qualify for the November 5, 2024, General Municipal election shall begin at noon, Monday, June 10, 2024, and end at noon on Friday, June 14, 2024.

SECTION 3. The Candidate Petition submittal and Nonpartisan Oath shall be filed with the Office of the City Clerk at any time after noon beginning Monday, June 10, 2024, and must be received by noon on June 14, 2024.

SECTION 4. All required filings shall be made in the Office of the City Clerk located at Jacksonville Beach City Hall, 11 N Third Street, First Floor Jacksonville Beach, FL 32250.

SECTION 5. The following locations are hereby designated as polling places for all registered electors of the City to vote in the General Municipal Election to be held on Tuesday, November 5, 2024:

Jacksonville Beach Polling Locations:

Precinct #1301 – Bennie Furlong Senior Center, 281 19th Avenue South,
Jacksonville Beach

Precinct #1304 – Jacksonville Beach City Hall, 11 North Third Street,
Jacksonville Beach

Precinct #1310 – Bethlehem Lutheran Church, 1423 8th Avenue North,
Jacksonville Beach

Early Voting Polling Location:

Precinct #1305 – Beaches Branch Library, 600 Third Street, Neptune Beach

SECTION 6. The polls will be open from 7:00 AM until 7:00 PM.

SECTION 7. This Resolution shall become effective immediately upon its passage.

AUTHENTICATED this ____ day of _____, 2024.

Christine H. Hoffman, Mayor

Sheri Gosselin, City Clerk