
From: McCollum, Jenny G. - Dir Procurement Services <gleejs@jea.com>
Sent: Friday, October 4, 2019 11:29 AM
To: 'sfeuerb@burnsmcd.com'; 'cunderwood@burnsmcd.com'; 'rmahale@burnsmcd.com';
'Hodgdonsshodgdon@burnsmcd.com'
Cc: McCarthy, John P. - VP & Chief Supply Chain Officer; Coarsey, John B. - Director, Electric
T & D Planning; Beard, Heather Burnett - Manager Procurement Contracts; Lovgren,
Rodney D.; Pleasants, Lisa L. - Procurement Category Manager; Limbaugh,
Margaret Z. - Dir Energy Project Management; Hill, Miriam R. (COJ OGC)
Subject: Termination for Convenience
Attachments: Burns and McDonald Termination for Convenience.pdf

Per the discussion this morning, see the attached termination for convenience letter.

Please acknowledge receipt.

Thanks,
Jenny McCollum



VIA EMAIL

September 27, 2019

Wan Ham, Ph.D.
Burns & McDonnell Engineering Company, Inc.
108 Leigus Road
Wallingford, CT 06492

**Re: JEA Contracts # 179823 & 151817
Termination for Convenience**

Dear Mr. Ham:

Pursuant to Section 5.2 of the Commercial Contract Terms of Contract # 179823 and Section 2.7.1.2 of the Solicitation of Contract #1581817, please accept this correspondence as JEA's written notice of termination for convenience, effective thirty (30) days from the date of this letter with respect to contract #179823 and effective immediately with respect to contract #1581817.

Please cease any and all work except as may be necessary to complete an orderly termination of the contracts. JEA will pay for all disbursements and expenses that your company has incurred, or those for which it has become obligated prior to receipt of this notice.

I wish to remind you that, among other matters, the confidentiality provisions of both Contracts remain in full force and effect and survive contract termination.

JEA takes very seriously violations of such provisions and in addition to injunctive and other relief will seek full recovery of damages related to any such violation, which damages may be substantial, as well as recovery for court filing costs and related attorneys' fees.

If you require additional information with regard to anything contained in this letter, please contact me at (904) 665-4103 or Lynne Rhode, JEA Chief Legal Officer, at (904) 665-4115.

Sincerely,



Jenny McCollum
Director, Procurement Services

cc:

Kurt Koenig, Burns & McDonnell

Jerry Fan, Burns & McDonnell

Lisa Pleasants

Heather Beard

Margaret Limbaugh

John Coarsey

File