



IMPROVING LIVES. BUILDING COMMUNITY. to be the best utility in the country

## CAPITAL PROJECTS COMMITTEE

JEA Headquarters | 1<sup>st</sup> Floor | Room 120 A & B | 225 N. Pearl Street, Jacksonville, FL 32202

February 25, 2025 | 9:00 am – 10:30am

Members: Rick Morales, Chair, John Baker, and Arthur Adams – All Board Members are Welcome

### WELCOME

Meeting Called to Order

Adoption of Agenda

Rick Morales, Chair

[Approval of Minutes – November 7, 2024 \(Action\)](#)

Safety Briefing

Ricky Erixton, Chief Electric Systems Officer

### COMMENTS / PRESENTATIONS

Comments from the Public

Public

### FOR COMMITTEE CONSIDERATION

#### DELIVERING BUSINESS EXCELLENCE

[Arlington East Water Reclamation Facility \(WRF\) Phase 2 Expansion \(Action\)](#)

Rob Zammataro, Chief Water Systems Officer  
Sean Conner, Director, Water/Wastewater Project  
Engineering & Construction

[138kV / 230kV Fulton Cut Replacement \(Action\)](#)

- Project Review
- Interlocal Agreement

Ricky Erixton, Chief Electric Systems Officer  
Joe Orfano, Deputy Chief Financial Officer & Treasurer

[Combined Cycle Update](#)

Ricky Erixton, Chief Electric Systems Officer

### OTHER BUSINESS & CLOSING CONSIDERATIONS

Old & Other New Business / Open Discussion

Announcements – Next Meeting May 23, 2025

Adjournment

Rick Morales, Chair

## SUPPLEMENTAL INFORMATION

[Appendix A: Capital Projects Committee Minutes – November 7, 2024](#)

[Appendix B: Arlington East Water Reclamation Facility \(WRF\) Phase 2 Expansion](#)

[Appendix C: 138kV / 230kV Fulton Cut Replacement](#)

[Appendix D: Combined Cycle Update](#)

[Appendix E: Major Capital Projects List](#)



# CAPITAL PROJECTS COMMITTEE

F E B R U A R Y 2 5 , 2 0 2 5

Committee Members: Rick Morales, Chair; John Baker; and Arthur Adams

# Safety Briefing Headquarters

In the event of an emergency, JEA Security will call 911  
and coordinate any required evacuation

Emergency Evacuation Route: Exit building via  
Pearl Street main entrance/exit or Monroe Street exit to the left  
of the American flag

Assembly Point: Front of Duval County Clerk of Courts  
(NW corner of Adams St. & Clay St.)

Evacuation or Medical Assist: Notify JEA Security Officer

Hazard & Situational Awareness

Cell Phone & Computer Etiquette



**Pearl Street Exit**



**Monroe Street Exit  
Left of the American Flag**



**County Courthouse Lawn**



# Comments from the Public

Rick Morales, Chair



# Arlington East Water Reclamation Facility (WRF) Phase 2 Expansion

Ricky Erixton, Chief Electric Systems Officer

Sean Conner, Director, Water/Wastewater Project Engineering & Construction

*Action*



Arlington East WRF

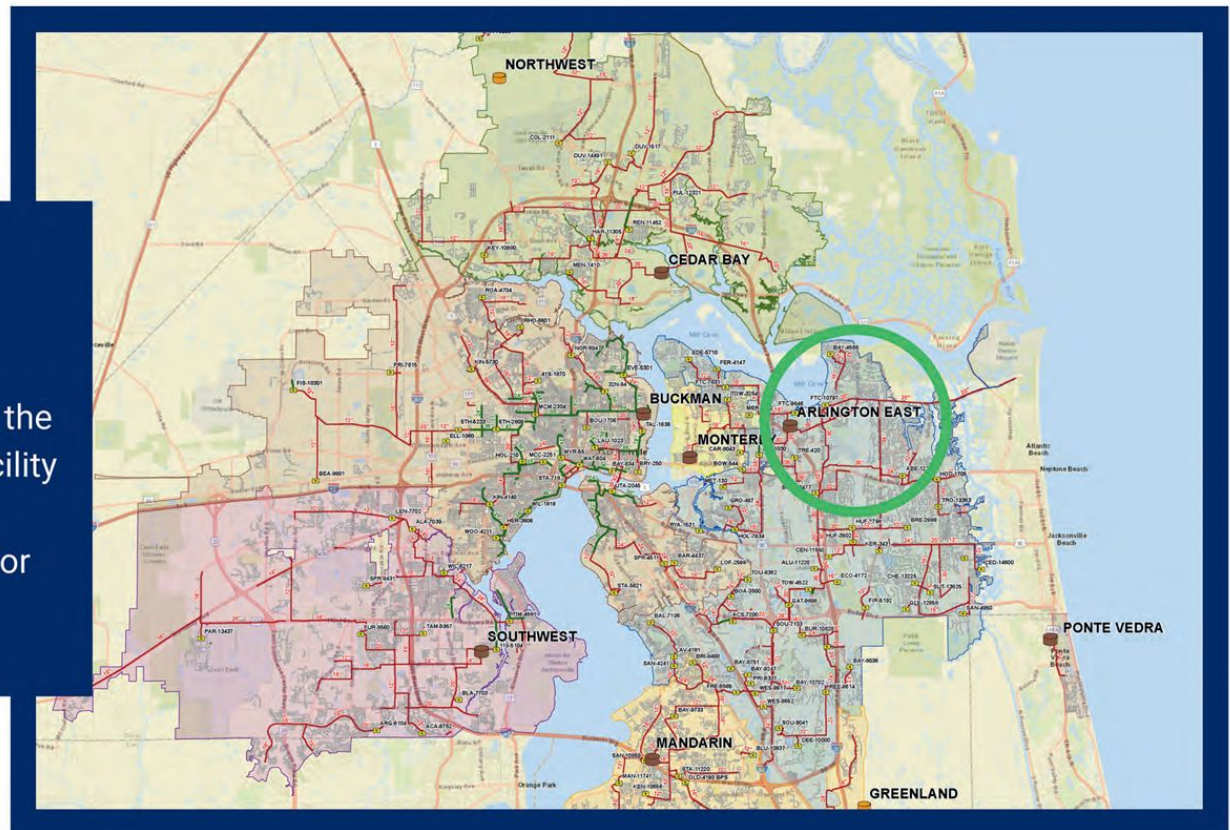




## Phase 2 Expansion



- Second largest WRF - Treating 20 million gallons per day (MGD)
- Will serve as the source of water for the H2.0 Purification Demonstration Facility
- Phase 1 expansion was completed for \$19.5M from 2015 - 2020



# Arlington East WRF Phase 2 Expansion

## Initial Bid Results

### Upgrades:

- Influent Structure
- Aeration Basin
- Primary Clarifier
- Blowers

**Delivery Method:** Design-Bid-Build

**Designer:** Hazen and Sawyer

**Contractor:** To Be Determined

**Bid Date:** January 2024

**Reponses:** One bid received from Wharton-Smith for \$96,857,000  
(20% higher than estimate)

### May 14, 2024 Capital Projects Committee Feedback:

- Re-bid the project, extending the invitation to a broader audience to seek additional competition





# Arlington East WRF Phase 2 Expansion

## Second Bid Approach

**Based on feedback from the May CPC meeting, JEA staff revised the solicitation approach:**

- Procurement issued a Request for Information (RFI) in June 2024 requesting feedback on what would encourage greater bid participation
- Based on RFI responses and direct communication with contractors doing work for JEA, the solicitation was revised:
  - Solicitation was revised to an evaluated bid – this awards 50% of points for price and 50% of points based on contractor qualifications
  - The bid form was simplified
  - Bid response time was extended
- Procurement directly reached out to 12 large construction firms doing work in Florida to encourage participation
- Procurement expanded the solicitation advertisement to additional national websites
- Project Engineering & Construction and Operations staff held two additional, optional, site visits to answer questions prior to re-solicitation



# Arlington East WRF Phase 2 Expansion

## Second Bid Results

**Delivery Method:** Design-Bid-Build

**Bid Date:** November 2024

**Reponses:** One bid received from Wharton-Smith for \$99,117,000  
(2.3% higher than initial bid)

**Bid Price Variances:** The \$2,260,000 variance between the initial bid and the second bid is mainly due to material and labor cost escalation. This percentage increase is consistent with current market escalation rates.





## **Arlington East WRF Phase 2 Expansion Recommendation**

**Staff requests the Capital Projects Committee recommend the Board approve an award to Wharton-Smith for construction of the Arlington East WRF Phase 2 Expansion project. This includes construction of a new Influent Structure, Aeration Basin, Primary Clarifier, and Blowers in the amount of \$99,117,000.**



# 138kV / 230kV Fulton Cut Replacement

Ricky Erixton, Chief Electric Systems Officer

Joe Orfano, Deputy Chief Financial Officer & Treasurer

*Action*





## **Raising the Transmission Lines Over the Fulton Cut Crossing Project with Jacksonville Port Authority (JAXPORT)**

**Six aerial high-voltage electric transmission lines that cross the St. Johns River at the Fulton Cut Crossing situated near Blount Island**

**JAXPORT identified that increasing the height of these transmission lines will improve the conditions for the size and types of ships anticipated to traverse the water crossing thereby allowing for expanded navigation**

**JEA completed a study in 2021 to replace the existing infrastructure to support the additional wire clearance over Fulton Cut**

**June 27, 2022 - Memorandum of Agreement to memorialize their commitment for JEA to conduct the project subject to full funding by JAXPORT**

**April 18, 2023 –Parties entered into a binding Interlocal Agreement for completion of the work, contingent upon JAXPORT securing adequate funding  
Project estimate \$43,233,949 and funding identified by JAXPORT \$45,000,000 respectively**

**JEA assigned as responsible for completing the work, and  
JAXPORT responsible for funding**

**Staff received approval to proceed with detailed design and an Interlocal Agreement in substantially the same form as provided, which detailed the parties' respective duties and obligations in raising the lines**

## Project Scope

### LATTICE TOWERS



### PYRAMAX STRUCTURE



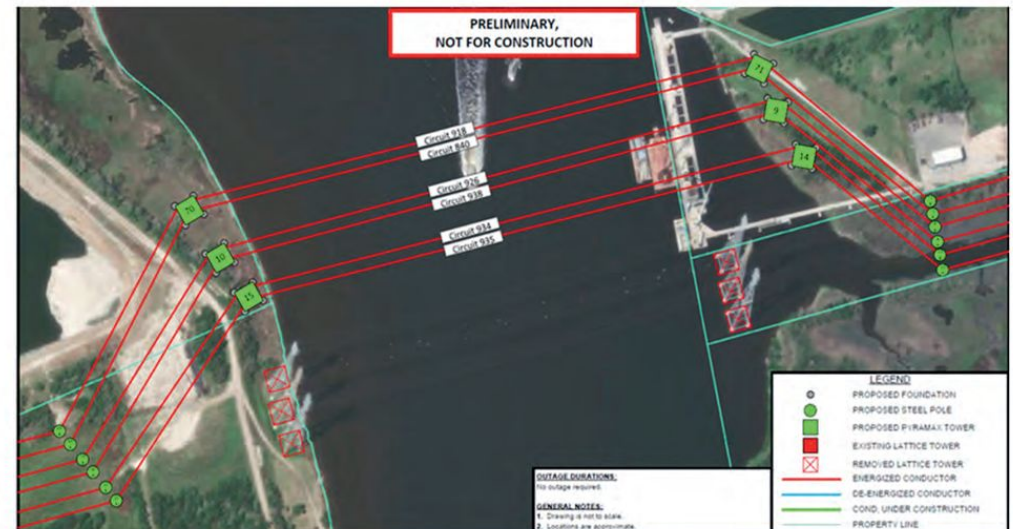
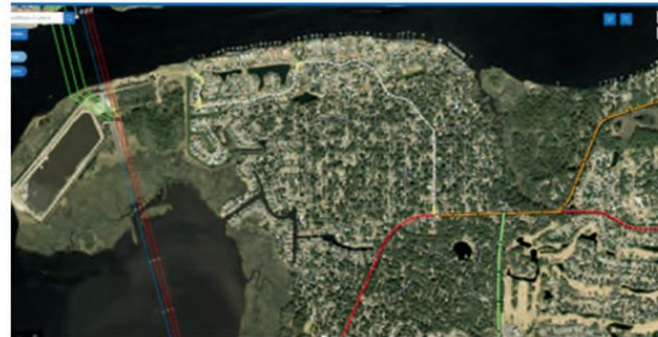
- Six (6) transmission circuits at the St. Johns River crossing are currently carried by three (3) double circuit lattice towers on each side of the crossing
- Complete design and construction to replace existing lattice tower and raise the lines from an air draft of approximately 175 feet to at least 225 feet above mean high water
- Minimum 205 feet navigation operational clearance with (20') buffer to meet OSHA 1926.1408 regulation
- Reconfigure the lines with the westernmost installation of new tubular steel transmission frame structure, steel monopoles and stringing of wires
  - Each tower holds two circuits (8 wires) to serve Jacksonville
  - Energized lines need close coordination for construction de-energization to build and transition into new structures
  - Seasonal weather and load conditions must be considered to execute the entire project
- Prioritize safety and execution of complex construction operations which includes large trucking, cranes, helicopters to carry load – structures, wires, workers – and difficult to access work site via barging or land



# Project Execution

- Easements to be secured with Harbor Waterways Special District to construct and maintain the lines
- USACE, FDEP, FAA and other agencies permitting on track
- Actively coordinating with St. Johns Landing Estate and nearby neighborhoods
- Have designated assembly areas within JaxPort and JEA property for materials and equipment
- Coordinating access routes and construction logistics to limit waterways traffic and environmental impact
- Construction plans and execution sequence developed to ensure safety and reliable electric service

U.S. Army Corps of Engineers - USACE / Florida Department of Environmental Protection - FDEP / Federal Aviation Administration - FAA



# Project Cost



- Quanta (QISG) selected as the contractor and hired Pickett Engineering as the designer
- Construction of 36 concrete foundations to support structures – 18 Blount Island and 18 Reed Island
- Work location requires significant access matting, with additional clearing, spoils handling, grading, and site improvements
- Transmission construction includes six (6) Pyramax and twelve (12) monopoles assembly and erection, wire installation/removal, demolition of lattice towers and ensuring electric service for FAA lights
- JEA procured structures, monopoles, and necessary hardware for installation as owner provided items including additional insurance and project related cost and risk

<b>TOTAL GMP NOT TO EXCEED AMOUNT</b>	<b>\$90,000,000.00</b>
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<b>TOTAL PROJECT COST</b>	<b>\$117,000,000.00</b>
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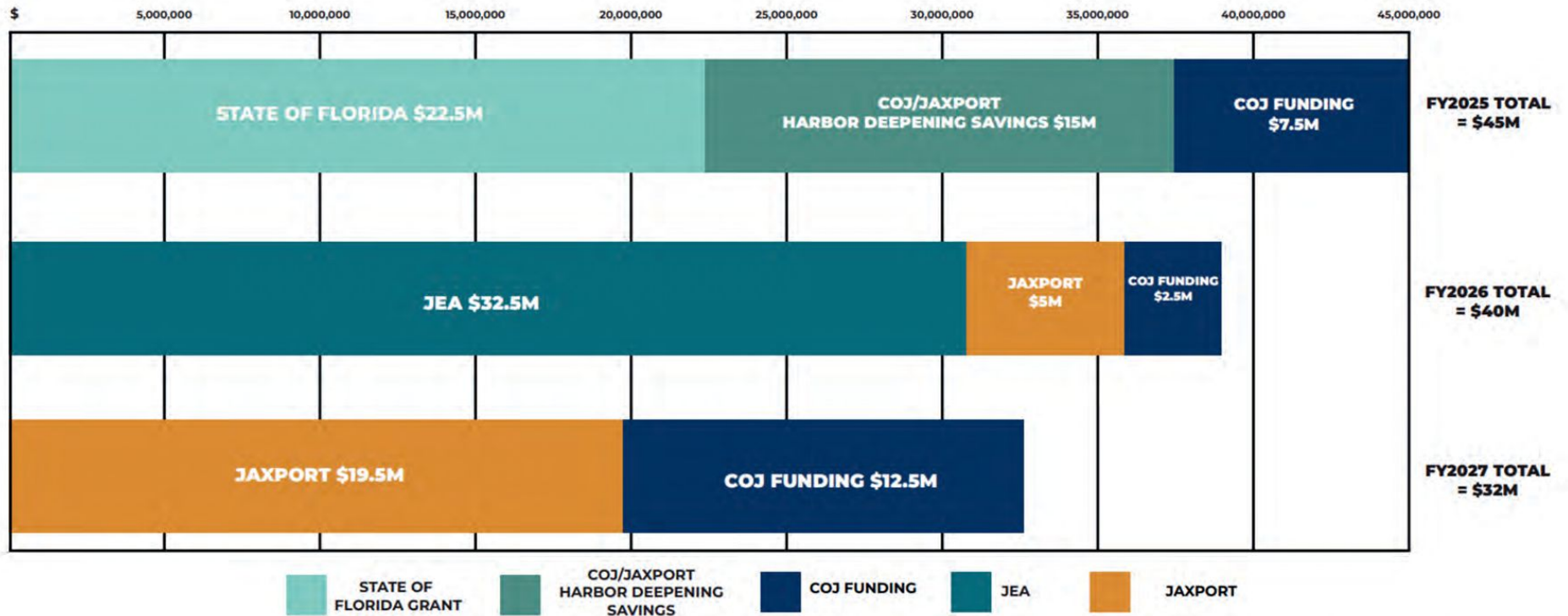
## **138kV / 230kV Fulton Cut Replacement Recommendation - Construction**

**Staff requests the Capital Projects Committee recommend the Board accept the revised GMP Proposal dated January 3, 2025 from Quanta Infrastructure Solutions Group, LLC, and authorize the Managing Director/CEO or her designee to amend JEA Contract No. JEA11354 to increase the total maximum indebtedness to an amount not to exceed ninety million \$90M.**

# Powerline Project FY2025 - FY2027



## Cash Flow Projections



State of FL/COJ/JaxPort Initial Funding - \$52M  
 JEA - \$32.5M  
 JaxPort - \$32.5M

## Significant Activities





# Interlocal Agreement

## Fulton Cut Crossing Transmission Lines



CITY and JAXPORT desire to terminate the City Agreement, and JEA and JAXPORT desire to terminate the JEA Agreement, and the Parties desire to enter into this Agreement to adjust the financial responsibilities of the Parties related to the Project as a result of the increased costs for the Project;

CITY agrees to provide JAXPORT a grant comprised of the 2023 City Funding and cost savings credited to the City from funding previously approved for the St. Johns River Harbor Deepening Project as authorized by 2020-377-E, subject to and contingent upon a lawful appropriation therefor by City Council;

JAXPORT has secured funding for the Project from the Florida Department of Transportation ("FDOT") and agrees to provide funds towards the cost of the Project;

JEA agrees to provide the work necessary to complete the Project, Insurance and funds towards the cost of the Project.



# **138kV / 230kV Fulton Cut Replacement Recommendation - Interlocal Agreement**

**Staff requests the Capital Projects Committee recommend the Board approve the proposed Interlocal Agreement between JEA, JaxPort, and City of Jacksonville for the funding and construction of the Fulton Cut Replacement Project.**

# Combined Cycle Update

Ricky Erixton, Chief Electric Systems Officer



Greenland Energy Center





# Significant Activities and Milestones



**Determination of Need**  
Prepare testimony and exhibits demonstrating the need for the proposed generating unit subject to applicable statutory regulatory requirements

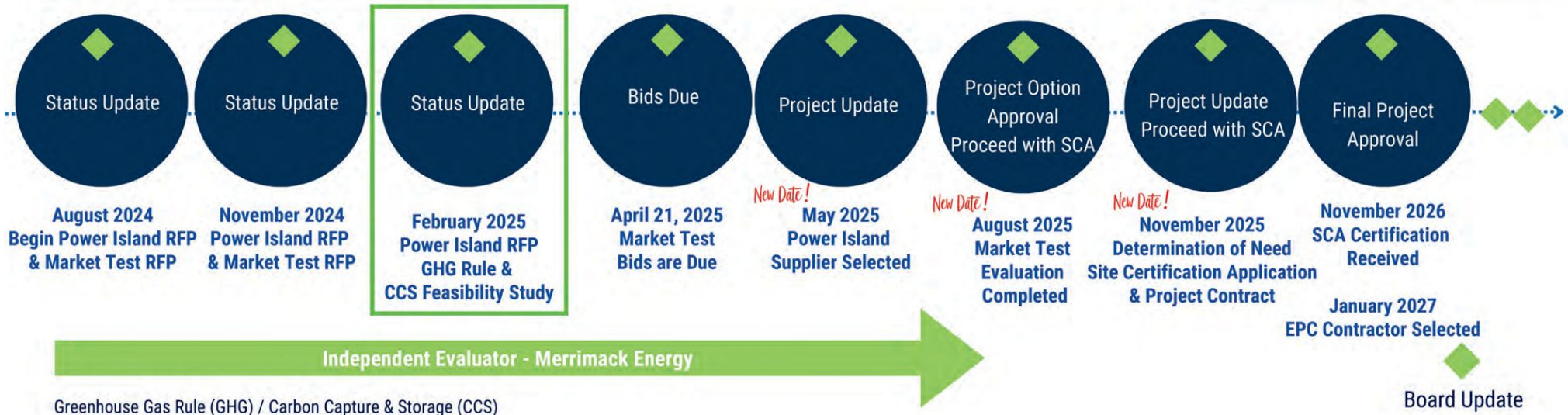
**Market Test**  
Seek long-term capacity and energy resources by requesting proposals from the market

**Site Certification Application (SCA)**  
Environmental permitting and other tasks for site certification of a new power plant

**Power Island Selection**  
Select the best power island equipment for JEA's projected needs- self build

**Engineer Procure Construct (EPC) Contractor Selection**  
Determining and selecting the best EPC contractor

**Construction Execution**  
Mobilization of the EPC contractor through demobilization





# Request for Proposal



## **Power Island Equipment (combustion turbine, steam turbine, and heat recovery steam generator)**

- RFP released on September 10, 2024
- Factory site visits conducted to encourage participation
- Incorporated relevant terms and conditions for the project including Green House Gas regulations
- Bids were received December 4, 2024; two manufacturers expressed intent to bid



## **Market Test Solicitation**

- RFP released on Oct 4, 2024
- Transaction type options include Build-Transfer, Jointly Owned, Power Purchase Agreement and Asset Purchase
- Independent Evaluator completed review prior to solicitation
- Bids are due April 21, 2025; hosted a pre-bid meeting the week of November 18



## **Carbon Capture and Sequestration Site Screening and Feasibility Study Report Under Review**



## **JEA is Preparing for an Owner Advisor Solicitation to Support Implementation Phase of Either Self-Build or Other Alternatives**

- Intent is to onboard expertise to prepare for engineering, procurement and construction execution of proposed project

# Greenhouse Gas (GHS) Rule & Carbon Capture and Storage (CCS) Feasibility Study



## Key Finding

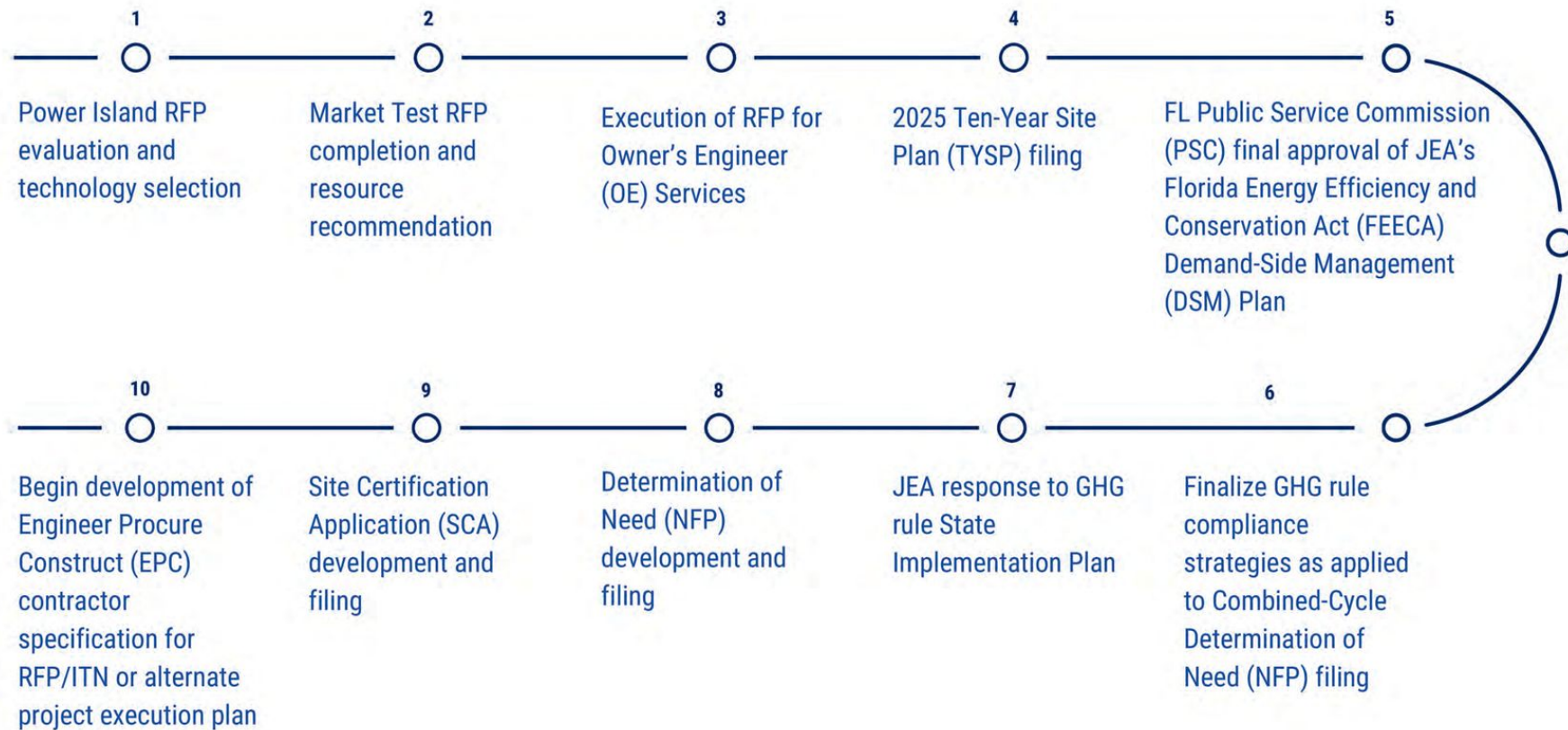
- Near-term Advanced-Class Combined-Cycle (CC) is economically recommended in most scenarios
- Simple-cycle Advanced-Class CTs preferred in Low-Demand scenarios
- In 2030 model still selects CC with 40% capacity factor limitation for GHG rule compliance

## CCS Feasibility

- No national commercial application at scale required for GHG Rule compliance
- Potential for geologic sequestration at SJRPP site identified based on desktop study
- Extensive testing, modeling, permitting, and pursuit of 45Q subsidies needed starting now to support near-term project COD
- Near-term CCS not recommended due to limited maturity and high risks, including National energy / environmental policy uncertainty
- CCS was not selected by model as the most economic near-term option



## 2025 Significant Activities



# Old and Other New Business Open Discussion

Rick Morales, Chair



Arlington East WRF







# Announcements

## Next Capital Projects Committee Meeting

### May 23, 2025



# CAPITAL PROJECTS COMMITTEE

S U P P L E M E N T A L   I N F O R M A T I O N

IMPROVING LIVES...BUILDING COMMUNITY



JEA CAPITAL PROJECTS COMMITTEE MINUTES  
November 7, 2024

The Capital Projects Committee of the JEA Board met at 2:00 pm on Thursday, November 7, 2024 on the 1<sup>st</sup> Floor, 225 N Pearl Street, Jacksonville, Florida. The public was invited to attend this meeting in-person at the physical location and virtually via livestream.

**WELCOME**

**Meeting Called to Order** – Committee Chair John Baker called the meeting to order at 2:00 pm. Also attending in person was committee member Rick Morales. Board Chair General Joseph DiSalvo also attended in person.

Others in attendance in-person were Vicky Cavey, Managing Director/CEO; Kurt Wilson, Chief of Staff; Ted Phillips, Chief Financial Officer; Brad Krol, Chief Information Officer; Jody Brooks, Chief Administrative Officer; Ricky Erixton, Interim Chief Operating Officer; Joe Orfano, Deputy Chief Financial Officer & Treasurer; Diane Moser, Chief Human Resources Officer; Regina Ross, Chief Legal Officer, Office of General Counsel, and Melissa Dalton, Manager, Board Services.

**Adoption of the Agenda** – On *motion* by Mr. Baker and seconded by Mr. Morales, the agenda was approved.

**Adoption of the Minutes** – On *motion* by Mr. Morales and seconded by Mr. Baker, the August 12, 2024 Capital Project Committee meeting minutes were approved.

**Safety Briefing** – Ricky Erixton, Interim Chief Operating Officer, provided a safety briefing.

**Comments from the Public:** There were no comments from the public.

**FOR COMMITTEE CONSIDERATION**

**Meeting Overview** – Mr. Erixton provided the committee with an overview of the meeting to include three items being brought to the committee for their consideration.

**Buckman Water Reclamation Facility (WRF) Upgrades** – Hai Vu, Vice President, Water, Wastewater Systems, provided an overview of Buckman Water Reclamation Facility upgrades to include the sludge holding tanks rehabilitation; biosolids facility rehabilitation; and aeration basin air header and diffuser replacement which will be part of the existing Wharton-Smith contract.

On *motion* by Mr. Morales and seconded by Mr. Baker, the committee unanimously voted to recommend the Board approve the award to Wharton-Smith for the remaining Guaranteed Maximum Price (GMP) in the amount of \$67,970,354 for a new contract amount of \$377,229,828.27.

**Arlington East Water Reclamation Facility High Level Disinfection and Reclaim Water Expansion** – Peter Doherty, Senior Manager, Project Management, provided background information on Arlington East Reclamation Facility, an update on the design and procurement strategy to include the financial impacts of \$162,272,830, and highlighted the critical milestones. This presentation was received for information.

**Blacks Ford Water Reclamation Facility Expansion** – Rob Zammataro, Director, Water / Wastewater Planning & Development, provided background information on the Blacks Ford WRF located in St. Johns County noting the plant expanded from 6 million gallons per day to 12 million

JEA Capital Projects Committee  
Meeting Minutes

November 7, 2024

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per day due to growth; provided a project overview, and design and construction procurement strategy with Ardurra Group at 60% design phase by July 2025. Jordan Pope, Director, Administrative Services, noted JEA has identified 23.62 acres adjacent to the Backs Ford WRF for future plant expansion to support system growth and reliability and provided an overview on authorization to acquire for future expansion to include property, location, and financial impact.

On ***motion*** by Mr. Morales and seconded by Mr. Baker, the committee unanimously voted to recommend the Board acquire the necessary property rights.

**Georgia Street Substation Distribution Circuits Authorization for Eminent Domain** – Jordan Pope, Director, Administrative Services, provided background information on Georgia Street Substation; Real Estate Services has been unable to successfully negotiate a purchase agreement with the property owner; current appraisal value is \$480,850 and should JEA proceed with eminent domain, additional fees may be incurred consistent with Florida Statutes.

On ***motion*** by Mr. Morales and seconded by Mr. Baker, the committee unanimously voted to recommend the Board acquire the necessary property rights through eminent domain.

**Combined Cycle Update** – Pedro Melendez, Vice President, Planning, Engineering & Construction, provided an update on the significant activities and milestones to include determination of need, site certification, and contract selection, noting the market test would be completed by July 2025; and highlighted the request for proposals for Power Island Equipment and market test solicitation. This presentation was received for information.

**Major Capital Projects List Update** – Ricky Erixton, Interim Chief Operating Officer, reviewed the major capital projects and noted the list was available in the supplemental section of the committee package. This presentation was received for information.

## CLOSING CONSIDERATIONS

**Old and Other New Business/Open Discussion** – None

**Announcements** – Next meeting February 2025

**Adjournment** – With no further business coming before the Committee, Chair Baker declared the meeting adjourned at 2:49 pm.

APPROVED BY:

\_\_\_\_\_  
John Baker, Committee Chair

Date: \_\_\_\_\_

Submitted by:

*Allison S Hickok*

\_\_\_\_\_  
Allison S Hickok  
Executive Staff Assistant



## JEA Board Agenda

**MEMORANDUM**
**Arlington East Water Reclamation Facility (WRF)  
Phase 2 Expansion**

Board Meeting Date: February 25, 2025

Outcome:

☐

INFORMATION ONLY

☒

ACTION

☐

FUTURE BOARD CONSIDERATION

If Action, Provide a Recommended Motion:

Staff requests the Capital Projects Committee recommend the Board approve an award to Wharton-Smith for construction of the Arlington East WRF Phase 2 Expansion project. This includes construction of a new Influent Structure, Aeration Basin, Primary Clarifier, and Blowers in the amount of \$99,117,000.

Consent Agenda Item:

☐

Yes

☒

No

Presenter:

Sean Conner, Director, Water/Wastewater Project Engineering &amp; Construction

Chief:

Rob Zammataro, Chief Water Systems Officer

Strategic Focus Area:

☐
DEVELOPING AN  
UNBEATABLE TEAM
☒
DELIVERING BUSINESS  
EXCELLENCE
☐
EARNING CUSTOMER  
LOYALTY

Background Information &amp; Analysis:

The Arlington East Water Reclamation Facility (WRF) is currently permitted for 25 million gallons per day. Multiple parts of the existing plant need to be replaced or upgraded to meet the permitted capacity and effluent limits, as well as increase flexibility and redundancy of the plant.

Phase 1 of the expansion was completed in 2020. Phase 2 of the plant expansion includes upgrades of the influent structure, aeration basin and blowers. The influent structure, including the screens, concrete structure, influent and effluent channels, and piping are experiencing severe deterioration due to high levels of hydrogen sulfide gas. The aeration basin, primary clarifier and blowers are undersized, making it difficult to meet nitrogen reduction during winter months and peak storm events. Phase 2 will completely replace the influent structure, add a new aeration basin and new blowers, and replace two primary clarifiers.

The project was advertised in November 2023. In January 2024, JEA received one bid from Wharton-Smith in the amount of \$96,857,000.00.

On May 14, 2024, staff presented the project to the Capital Projects Committee. The Committee was concerned about the cost and that only one bid was received, and recommended staff to review options for re-bidding.

Three options were identified for re-bidding:

1. Re-bid the project as is, but with more targeted marketing efforts
2. Break the project out into two projects and bid separately
3. Use different delivery method, such as CMAR or Evaluated Bid

## JEA Board Agenda

**MEMORANDUM**
**Arlington East Water Reclamation Facility (WRF)  
Phase 2 Expansion**
**Background  
Information &  
Analysis  
(cont'd):**

The decision was made to re-bid the project with additional targeted marketing efforts as well as change the format of the RFP to an evaluated bid (50% Cost / 50% Qualifications). On October 2, 2024, JEA re-advertised the project, modified per contractor feedback and with additional, targeted marketing efforts. On November 19, 2024, one bid was received from Wharton-Smith, in the amount of \$99,117,000. The increase of 2.3% above the January 2024 bid was found to be consistent with current market escalations. Overall, the bid showed competitive pricing from subcontractors and material and equipment suppliers and was deemed to be reasonable. Staff recommends approval of an award to Wharton-Smith for construction of the Arlington East WRF Phase 2 Expansion Project in the not-to-exceed amount of \$99,117,000.

**Financial  
Impact:**

\$99,117,000

**Committee/Board Meeting/Workshop & Date Presented:**

May 14, 2024 Capital Projects Committee Meeting

**Appendix:**

Resolution 2025-12





**BOARD RESOLUTION: 2025-12**

February 25, 2025

**A RESOLUTION AWARDED JEA INVITATION TO BID NO. 1411852047 ARLINGTON EAST WRF EXPANSION TO WHARTON-SMITH, INC., AND AUTHORIZING THE MANAGING DIRECTOR/CHIEF EXECUTIVE OFFICER, OR HER DESIGNEE TO EXECUTE AN AGREEMENT BETWEEN JEA AND WHARTON-SMITH, INC., FOR THE CONSTRUCTION OF THE ARLINGTON EAST WRF PHASE 2 EXPANSION PROJECT**

**WHEREAS**, the Arlington East Water Reclamation Facility (the WRF) is JEA's second largest water treatment facility; and

**WHEREAS**, between 2015 and 2020, JEA completed Phase 1 of the expansion of the WRF, including adding a fifth secondary clarifier and upgrading the four existing secondary clarifiers and associated appurtenances, in order to increase the WRF's capacity and flexibility and ensure reliability and redundancy; and

**WHEREAS**, Phase 2 of the WRF expansion includes upgrades of the influent structure, aeration basin, and blowers and replacement of the two primary clarifiers; and

**WHEREAS**, in November 2023, JEA issued Invitation to Bid No. 1411464646 Arlington East WRF Expansion (the Initial Bid), for which JEA received one bid in response from Wharton-Smith, Inc., in the amount of ninety-six million eight hundred fifty-seven thousand dollars (\$96,857,000.00); and

**WHEREAS**, at the May 14, 2024 Capital Projects Committee meeting, the Capital Projects Committee recommended that JEA staff review options for re-bidding the project; and

**WHEREAS**, in June 2024, JEA issued a Request for Information (RFI) to qualified contractors in order to (i) inform contractors of JEA's intent to re-bid the project; and (ii) provide optional site visits and allow prospective contractors to review project scope and design documents; and

**WHEREAS**, in October 2024, JEA issued Invitation to Bid No. 1411852047 Arlington East WRF Expansion (the Re-Bid) as an evaluated bid based fifty percent on cost and fifty percent on qualifications; and

**WHEREAS**, JEA created a targeted advertisement plan to reach contractors and held optional site tours and meetings at the facility in order to allow potential bidders to gather additional information about the project; and

**WHEREAS**, JEA received a single bid in response to the Re-Bid from Wharton-Smith, Inc. in the amount of ninety-nine million one hundred seventeen thousand dollars (\$99,117,000.00), which amount is 2.3 percent higher than Wharton-Smith's response to the Initial Bid; and

**WHEREAS**, the increase in Wharton-Smith's bid amount from the Initial Bid to the Re-Bid was due to material price increases; labor rate increases; updated bonds, insurance, and other indirect costs; and recalculation of multipliers on direct cost increases; and

**WHEREAS**, the Board of Directors has determined that it is in the best interests of JEA to award the Re-Bid to Wharton-Smith.

NOW THEREFORE, BE IT RESOLVED by the JEA Board of Directors that:

1. The above recitals are incorporated by reference into the body of this resolution and are adopted as findings of fact.

**Page 2**

2. The Board of Directors hereby awards JEA Solicitation Number 1411852047, Invitation To Bid For Arlington East WRF Expansion, to Wharton-Smith, Inc. (the Company). The Chief Procurement Officer, or her designee, is directed to take all necessary steps to implement the award.
3. The Managing Director/CEO, or her designee, is authorized to execute a contract in substantially the same form and format as provided in the Invitation to Bid and in an amount not to exceed ninety-nine million one hundred seventeen thousand dollars (\$99,117,000.00) with the Company to perform the services as set forth in the Invitation to Bid.
4. To the extent there are typographical, clerical, or administrative errors that do not affect the tone, tenor, or context of this resolution, such errors may be corrected without further Board authorization.
5. This resolution shall be effective immediately upon passage.

Dated this 25th day of February, 2025.

\_\_\_\_\_  
JEA Board Chair

\_\_\_\_\_  
JEA Board Secretary

Form Approved by

\_\_\_\_\_  
Office of General Counsel

VOTE	
In Favor	
Opposed	
Abstained	



## JEA Board Agenda

**MEMORANDUM****138kV / 230kV Fulton Cut Replacement**

Board Meeting Date: February 25, 2025

Outcome:

☐

INFORMATION ONLY

☒

ACTION

☐

FUTURE BOARD CONSIDERATION

**If Action, Provide a Recommended Motion:**

Staff requests the Capital Projects Committee recommend the Board approve the contract award to QISG for \$89,899. 951.21. Secondly, staff requests the Committee recommend the Board approve the proposed Interlocal Agreement between JEA, JaxPort, and the City of Jacksonville for the funding and construction of the Fulton cut Replacement Project.

Consent Agenda Item:

☐

Yes

☒

No

Presenter:

Ricky Erixton, Chief Electric Systems Officer

Chief:

Ricky Erixton, Chief Electric Systems Officer

Strategic Focus Area:

☐

DEVELOPING AN UNBEATABLE TEAM

☒

DELIVERING BUSINESS EXCELLENCE

☐

EARNING CUSTOMER LOYALTY

Background Information &amp; Analysis:

JAXPORT identified that increasing the height of Six aerial high-voltage electric transmission lines that cross the St. Johns River at the Fulton Cut Crossing will improve the conditions for the size and types of ships anticipated to traverse the water crossing thereby allowing for expanded navigation capacity into Jacksonville. In March 2023, the board approved JEA to enter into a binding Interlocal Agreement with JAXPORT to proceed with this project and perform detailed design activities with funding identified by JAXPORT of \$45M.

Various reconfiguration alternatives were analyzed to ensure safe construction to raise the lines to at least 225 feet above mean high water to provide a minimum 205 feet of navigation operational clearance by no later than December 31, 2026. Staff has coordinated easements with the Harbor Waterways Special District and JaxPort and is actively engaging the nearby neighborhoods to ensure appropriate use of access to site.

Quanta (Quanta Infrastructure Solutions Group, LLC) is the contractor and has determined the construction Guarantee Maximum Price of \$89, 899,951.23 for the phase of the project. Staff is recommending this project for Board approval and to Award the contract in accordance with procurement directives.

A tri-party interlocal agreement between JEA, JaxPort and COJ is being presented to adjust the Project financial responsibilities.

Financial Impact:

JEA \$32.5M, JaxPort \$32.5M, COJ/State \$52M - Total Project Cost \$117M

Committee/Board Meeting/Workshop &amp; Date Presented:

March 10, 2023 Finance and Operations Committee &amp; March 28, 2023 JEA Board - Action item

Appendix:

Resolution 2025-11, Interlocal Agreement, JEA Fulton Cut Crossing Reconfiguration - Project Cost Sheet 013125



**BOARD RESOLUTION: 2025-11a**

February 25, 2025

**A RESOLUTION ACCEPTING THE REVISED GUARANTEED MAXIMUM PRICE PROPOSAL FOR THE PROJECT TO RAISE THE FULTON CUT LINES, AUTHORIZING THE CHIEF EXECUTIVE OFFICER/MANAGING DIRECTOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT BETWEEN JEA AND QUANTA INFRASTRUCTURE SOLUTIONS GROUP LLC FOR DESIGN BUILD SERVICES FOR THE FULTON CUT TRANSMISSION LINES RELOCATION WITH JEA'S TOTAL MAXIMUM INDEBTEDNESS UNDER THE CONTRACT NOT TO EXCEED NINETY MILLION DOLLARS (\$90,000,000.00)**

**WHEREAS**, JEA issued Solicitation Number 1410860846, Request for Proposals for Design Build Services for the Fulton Cut - Transmission Line Raising & Tower Replacement Project; and

**WHEREAS**, in a publicly noticed meeting, on April 13, 2023, the JEA Awards Committee awarded a contract under the RFP to Quanta Infrastructure Solutions Group, LLC (Quanta); and

**WHEREAS**, on May 22, 2023, JEA and Quanta entered into JEA Contract No. JEA11354 (the Original Contract) for the Fulton Cut - Transmission Line Raising & Tower Replacement Project, attached hereto and incorporated herein, with a maximum indebtedness of one million six hundred ninety-six thousand thirty-six and 44/100 dollars (\$1,696,036.44).; and

**WHEREAS**, under the Original Contract, as Phase I of the project, Quanta was to perform certain preliminary professional engineering and design services in order to establish a Guaranteed Maximum Price (GMP) for the construction phase of the project; and

**WHEREAS**, on November 15, 2024, Quanta submitted its GMP proposal for the completion of Phase II of the project; and

**WHEREAS**, on January 3, 2025, Quanta submitted a revised GMP proposal in the amount of eighty-nine million eight hundred ninety-nine thousand nine hundred and fifty-one and 23/100 Dollars (\$89,899,951.23) revising its GMP amendment based on conversations between the JEA and Quanta project teams; and

**WHEREAS**, in order to accept the revised GMP Proposal, it is necessary for JEA and Quanta to execute a GMP Amendment to the Original Contract with new total maximum indebtedness in the amount of ninety million dollars (\$90,000,000.00); and

**WHEREAS**, the Board of Directors has determined that it is in the best interests of JEA to accept the revised GMP Proposal and execute a GMP Amendment for Fulton Cut Phase 2 – Project Execution.

NOW THEREFORE, BE IT RESOLVED by the JEA Board of Directors that:

1. The above recitals are incorporated by reference into the body of this resolution and are incorporated as findings of fact.
2. The Board of Directors hereby accepts the revised GMP Proposal dated January 3, 2025 and authorizes the Chief Executive Officer/Managing Director or her designee to execute a GMP Amendment to JEA Contract No. JEA11354, with a new total maximum indebtedness not to exceed ninety million dollars (\$90,000,000.00).
3. To the extent there are typographical, clerical, or administrative errors that do not affect the tone, tenor, or context of this resolution, such errors may be corrected without further authorization from the Board of Directors.



4. This Resolution shall be effective immediately upon passage.

Dated this 25th day of February, 2025.

\_\_\_\_\_  
JEA Board Chair

\_\_\_\_\_  
JEA Board Secretary

Form Approved by

\_\_\_\_\_  
Office of General Counsel

VOTE	
In Favor	
Opposed	
Abstained	



**BOARD RESOLUTION No. 2025-11b**

February 25, 2025

**A RESOLUTION BY THE BOARD APPROVING A TRIPARTE INTERLOCAL AGREEMENT WITH THE JACKSONVILLE PORT AUTHORITY AND THE CITY OF JACKSONVILLE FOR CONSTRUCTION AND FUNDING OF THE FULTON CUT CROSSING TRANSMISSION LINES RELOCATION PROJECT AND TERMINATING THE INTERLOCAL AGREEMENT WITH THE JACKSONVILLE PORT AUTHORITY DATED APRIL 18, 2023; AUTHORIZING THE CHIEF EXECUTIVE OFFICER/MANAGING DIRECTOR OR DESIGNEE TO EXECUTE THE TRIPARTE INTERLOCAL AGREEMENT ON BEHALF OF THE BOARD; PROVIDING FOR THE CORRECTION OF ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**RECITALS**

**WHEREAS**, the Jacksonville Port Authority (JAXPORT), a body politic and corporate created under chapter 2001-319, Laws of Florida, as amended, is charged with operating, managing, and controlling the publicly owned seaport and ancillary facilities situated within the geographic boundaries of the City of Jacksonville (CITY); and

**WHEREAS**, JEA, a body politic and corporate created under chapter 78-538, Laws of Florida, as amended, and Article 21 of the City Charter, is vested with plenary authority to own, manage, and operate electric, waste, wastewater, natural gas, and other utility systems situated within and without the City in accordance with Article 21; and

**WHEREAS**, JEA owns and operates six (6) aerial high-voltage electric transmission lines that cross the St. Johns River at the Fulton Cut Crossing; and

**WHEREAS**, the transmission lines are currently carried by three (3) double circuit lattice towers located on each side of the crossing; and

**WHEREAS**, JAXPORT seeks to increase the height of JEA's transmission lines to improve conditions for the size and types of ships traversing Fulton Cut Crossing, thereby expanding navigation into and out of JAXPORT facilities as well as providing for more reliable, updated and resilient infrastructure; and

**WHEREAS**, JEA has confirmed the feasibility of replacing the existing lattice towers to increase or raise the height of JEA's transmission lines to at least 225 feet above mean high water to provide a minimum of 205 feet of navigation operational clearance (the "Project") and agrees to facilitate construction and partial funding of the Project in coordination with JAXPORT and CITY; and

**WHEREAS**, on March 27, 2023, JAXPORT and CITY entered into that certain Jacksonville Port Authority Fulton Cut Powerlines Raising Funding Agreement (City Agreement) to provide partial funding for the Project; and

**WHEREAS**, on April 18, 2023, JAXPORT and JEA entered into that certain interlocal agreement regarding the Fulton Cut Crossing Transmission Lines (JEA Agreement) to facilitate construction of the Project; and



**Page 2**

**WHEREAS**, in 2023, the preliminary estimated aggregate cost of the Project was between \$42,000,000 and \$45,000,000, inclusive of the contingency amounts, over a four-year period; and

**WHEREAS**, since that time the total aggregate cost of the Project has increased to \$117,000,000, inclusive of contingency amounts; and

**WHEREAS**, JAXPORT has secured partial funding for the Project in the amount of Fifty-Two Million, Five Hundred Thousand Dollars (\$52,500,000) from the Florida Department of Transportation ("FDOT") and CITY to be disbursed to JAXPORT during the Project duration; and

**WHEREAS**, JEA and JAXPORT propose to each contribute Thirty-Two Million, Five Hundred Thousand (\$32,500,000) towards the cost of the Project; and

**WHEREAS**, the Parties desire to terminate the City Agreement and JEA Agreement and enter into the attached Triparte Interlocal Agreement; and

**WHEREAS**, pursuant to Chapter 163.01, Florida Statutes, as amended, the Parties are authorized and empowered to cooperate with each other on a basis of mutual advantage to enter into interlocal agreements to make the most efficient use of their powers; and

**WHEREAS**, the Parties desire to terminate the City Agreement and JEA Agreement and enter into an interlocal agreement in substantially the same form and format as attached hereto as Attachment 1, and incorporated herein, detailing their respective duties and obligations in completing the Project; and

**WHEREAS**, based upon its review, the Board finds that entering into the proposed interlocal agreement to cooperate with JAXPORT to complete the Project provides mutual advantage and effective use of the Parties respective powers.

BE IT RESOLVED by the JEA Board of Directors that:

1. The recitals stated above are hereby incorporated into and made part of this Resolution, and such recitals shall serve as findings of fact.
2. The Board hereby approves the terms, conditions, and provisions of the proposed Triparte Interlocal Agreement, which includes termination of the Interlocal Agreement with the Jacksonville Port Authority dated April 18, 2023.
3. The Board authorizes the Chief Executive Officer/Managing Director, or designee, to execute an interlocal agreement in substantially the same form and format as attached hereto as Attachment 1, providing for completion of the Project.
4. To the extent that there are any typographical, administrative, and/or scrivener's errors contained herein that do not change the tone, tenor, or purpose of this Resolution, then such errors may be administratively corrected with no further action required by the Board.
5. This Resolution shall be effective upon approval by the Board.

Dated this 25th day of February, 2025

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JEA Board Chair

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JEA Board Secretary

Form Approved by

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Office of General Counsel

VOTE	
In Favor	
Opposed	
Abstained	



Instrument Prepared By:

Christine Valliere  
Assistant General Counsel  
Office of General Counsel  
117 W. Duval Street, Suite 480  
Jacksonville, FL 32202

## **INTERLOCAL AGREEMENT**

(Regarding the Fulton Cut Crossing Transmission Lines)

**THIS INTERLOCAL AGREEMENT** ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 (the "Effective Date"), among the **JACKSONVILLE PORT AUTHORITY** ("JAXPORT"), a body politic and corporate existing under the laws of the State of Florida, located at 2831 Talleyrand Avenue, Jacksonville, FL 32206, **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision of the State of Florida ("CITY") and **JEA**, a body politic and corporate existing under the laws of the State of Florida ("JEA"), located at 225 N. Pearl Street, Jacksonville, FL 32202 (together, the "Parties").

### **RECITALS:**

**WHEREAS**, JAXPORT, a body politic and corporate created under chapter 2001-319, Laws of Florida, as amended, and Part B, Article 5 of the City Charter is charged with operating, managing, and controlling the publicly owned seaport and ancillary facilities situated within the geographic boundaries of the City; and

**WHEREAS**, JEA, a body politic and corporate created under chapter 78-538, Laws of Florida, as amended, and Part A, Article 21 of the City Charter, is vested with plenary authority to own, manage and operate electric, water, wastewater, natural gas, and other utility systems situated within and without the City in accordance with Article 21; and

**WHEREAS**, JEA owns and operates six (6) aerial high-voltage electric transmission lines that cross the St. Johns River at the Fulton Cut Crossing; and

**WHEREAS**, the transmission lines are currently carried by three (3) double circuit lattice towers located on each side of the crossing; and

**WHEREAS**, JAXPORT desires to increase the height of JEA's transmission lines to improve conditions for the size and types of ships traversing Fulton Cut Crossing, thereby expanding navigation into and out of JAXPORT facilities, and JEA will acquire more updated infrastructure to serve the area; and

**WHEREAS**, JEA has confirmed the feasibility of replacing the existing lattice towers so as to increase or raise the height of JEA's transmission lines to at least 225 feet above mean high water to provide a minimum 205 feet of navigation operational clearance (the "Project") and agrees to facilitate construction of the Project in coordination with JAXPORT and CITY; and

**WHEREAS**, on March 27, 2023, JAXPORT and CITY entered into that certain Jacksonville Port Authority Fulton Cut Powerlines Raising Funding Agreement ("City Agreement") to provide partial funding for the Project in the up to, maximum amount of \$22,500,000 (the "2023 City Funding"), and as of the Effective Date hereof no portion of the 2023 City Funding has been disbursed in connection with the Project; and

**WHEREAS**, on April 18, 2023, JAXPORT and JEA entered into that certain interlocal agreement regarding the Fulton Cut Crossing Transmission Lines ("JEA Agreement") to facilitate construction of the Project; and

**WHEREAS**, in 2023, the preliminary estimated aggregate cost of the Project was between \$42,000,000 and \$45,000,000, inclusive of the contingency amounts, over a four-year period; and

**WHEREAS**, since that time the total aggregate cost of the Project has increased to a not to exceed amount of \$117,000,000 (inclusive of contingency amounts and as further defined in Section 3.c.(iii) below, the "Total Project Cost"); and

**WHEREAS**, CITY and JAXPORT desire to terminate the City Agreement, and JEA and JAXPORT desire to terminate the JEA Agreement, and the Parties desire to enter into this Agreement to adjust the financial responsibilities of the Parties related to the Project as a result of the increased costs for the Project; and

**WHEREAS**, JAXPORT has secured funding for the Project from the Florida Department of Transportation ("FDOT") in the amount of Twenty-Two Million, Five Hundred Thousand Dollars (\$22,500,000) ("FDOT Grant Funds"), to be disbursed on a reimbursement basis during the Project duration; and

**WHEREAS**, CITY agrees to provide JAXPORT a grant in the amount of Twenty-Nine Million, Five Hundred Thousand Dollars (\$29,500,000), comprised of the 2023 City Funding and \$7,000,000 of cost savings credited to the City from funding previously approved for the St. Johns River Harbor Deepening Project as authorized by 2020-377-E (collectively, the "City Grant"), subject to and contingent upon a lawful appropriation



therefor by City Council, to be used exclusively to partially fund the Project on a pro rata basis with the FDOT Grant Funds and funds contributed by JAXPORT and JEA, and an additional \$5,000,000 of contingent City funding to be used exclusively in the event the actual Project costs exceeds the Total Project Cost, with JEA and JAXPORT splitting any further cost over runs on a 50/50 basis; and

**WHEREAS**, JEA agrees to provide the work necessary to complete the Project and contribute Thirty-Two Million, Five Hundred Thousand Dollars (\$32,500,000) ("JEA Funding") towards the cost of the Project; and

**WHEREAS**, JAXPORT agrees to provide Thirty-Two Million, Five Hundred Thousand Dollars (\$32,500,000) ("JAXPORT Funding") towards the cost of the Project; and

**WHEREAS**, pursuant to Resolution 2025-\_\_\_\_, the JEA Board approved the JEA Funding and Project responsibilities for the purposes set forth in this Agreement; and

**WHEREAS**, pursuant to Board Resolution 2025-\_\_\_\_, JAXPORT approved the JAXPORT Funding and Project responsibilities for the purposes set forth in this Agreement; and

**WHEREAS**, the City is authorized to enter into this Agreement pursuant to Ordinance 2025-\_\_\_\_-E; and

**WHEREAS**, supplemental to their other powers, JAXPORT, CITY and JEA, pursuant to Chapter 163.01, *Florida Statutes*, as amended, are authorized and empowered to cooperate with each other on a basis of mutual advantage and governmental agencies are permitted to enter into interlocal agreements to make the most efficient use of their powers on the basis of mutual advantage, and JAXPORT, CITY and JEA desire to enter into this Agreement for the mutual advantages to each party contemplated herein.

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained herein, the sufficiency of which is hereby acknowledged, JAXPORT, CITY and JEA agree as follows:

**1. Incorporation of Recitals.** The Recitals set forth above are true and correct and incorporated into this Agreement.

**2. Termination and Replacement; Term.** The respective Parties hereby terminate the City Agreement and JEA Agreement. This Agreement shall commence on the Effective Date hereof and shall remain in effect unless terminated by the mutual agreement of the Parties or as otherwise provided in this Agreement.

**3. Project Scope and Administration.**

(a) JEA to Provide the Work. JEA shall perform, undertake, oversee, manage, and supervise all work required for the design, permitting, engineering, construction, quality control, and completion of the Project (the "Work"). As part of such duties, JEA will manage timely completion of the Project Work in accordance with the Project schedule attached hereto as **Exhibit A** ("Project Schedule"), as amended, while providing reliable services to JEA customers. The Parties acknowledge and agree that the attached Project Schedule is preliminary and will be updated and amended by the Parties administratively during the term of this Agreement based on appropriation of funding, finalized permitting, design, construction plans, or as otherwise agreed by the Parties. The Parties further acknowledge and agree that (1) construction of the Project is inherently complicated and safety is of paramount concern, and (2) the Project Schedule is subject to seasonal ambient air temperatures and storm events. Accordingly, JEA cannot reasonably guarantee the Project will achieve substantial completion (navigation operational clearance) as of December 31, 2026, but shall make all reasonable efforts to achieve substantial completion as of this date.

(b) Project Permitting; Project Design. JEA shall secure all federal, state, and local permits, licenses, and authorizations required for JEA to commence, undertake, and complete the Project, including, but not limited to, the permit authorizations regarding the Project issued by the United States Army Corps of Engineers (the "Permits"). JAXPORT has provided to JEA the FDOT grant requirements applicable to the Project's engineering and design. JEA has commenced Project design in accordance with the prior JEA Agreement. JAXPORT shall have an opportunity to review and comment on the Project engineering and design plans ("Plans") to ensure that the Plans comply with the FDOT grant requirements and any impacts to JAXPORT owned properties. JEA will ensure that the Project is completed in accordance with the final Plans approved by the Parties, the Agreement terms, and all applicable laws, regulations, orders, permits, guidelines, and directives. At the reasonable request of JAXPORT and/or CITY, and subject to all applicable safety regulations, JEA shall allow JAXPORT and CITY prompt access to the Project site to observe progress of the Work.

(c) Construction Guaranteed Maximum Price; Total Project Cost; Change Orders; Costs Overruns; Cost Savings.

- (i) JAXPORT hereby acknowledges and consents to JEA's execution of the Award to Quanta Infrastructure Solutions Group, LLC ("Quanta") for construction of the Project and payment of the Guaranteed Maximum Price ("GMP") in the amount of up to \$90,000,000.
- (ii) JAXPORT agrees and acknowledges that JEA's performance of the Work may entail amendments or "change orders" to contracts JEA has entered with third party contractors. JEA shall have sole authority to accept all "change orders" submitted by its contractor, except that JAXPORT shall first authorize in writing those "change orders" which, exceed \$100,000 or more.
- (iii) If no individual change order has exceeded \$100,000, but, due to JEA's approval of cumulative change orders, the Total Project Cost has increased in excess of \$117,000,000, JAXPORT and JEA shall authorize in writing the approval of all additional change orders, subject to approval by each agency's governing board. "Total Project Cost" shall mean the GMP of up to \$90 million pursuant to the JEA contract with Quanta, plus the owner provided direct purchases of materials and services up to \$27 million as set forth in the schedule of values as of the date of this Agreement attached hereto as **Exhibit D**. JEA shall be solely responsible for payment of any Project costs or change orders that fall outside of the Plans, constitute upgrades or enhancements to the Plans, or are solely requested by JEA for its convenience. JEA shall be responsible for any Project costs incurred by JEA and ineligible for reimbursement as expressly provided in the terms and conditions of the FDOT Grant Agreement, defined below. Notwithstanding anything contained herein, JAXPORT and JEA shall share equal responsibility on a 50/50 basis for payment of all change orders and other costs related to the Project that would cause the Total Project Cost to exceed \$122,000,000. Additional funding contributions from CITY, JAXPORT and JEA are subject to annual budget appropriations and prior approval in accordance with their respective governing documents. Once the amount of cost overruns is determined, JEA and JAXPORT will enter into an amendment to this Agreement to incorporate the additional financial responsibilities.
- (iv) In the event the Project achieves a cost savings, the CITY, JAXPORT and JEA contribution amounts shall be reduced as follows: CITY (50%), JAXPORT (25%) and JEA (25%).



(d) Project Access. Construction access for the Project will be by land, barge and air. If JEA's contractor requires access to property owned or controlled by JAXPORT, JAXPORT will cooperate by providing reasonable access as needed to complete the Project, in compliance with JAXPORT's policies and security protocols, which includes compliance with 33 CFR § 101.514, et seq.

(e) Applicable Laws; Procurement. JEA shall procure all design, engineering, and construction services required for performance of the Work and completion of the Project, subject to applicable laws. In so doing JEA shall adhere to Florida public procurement laws, as applicable, including, but not limited to, Section 287.055, *Florida Statutes* (the "Competitive Consultants Negotiation Act"), applicable Grant Agreement terms, and the Disadvantaged Business Enterprise (DBE) Policy. To the extent JEA's normal procurement practices, including those involving DBE Policy and Jacksonville Small and Emerging Businesses (JSEB) programs, conflict with Grant Agreement requirements, JEA shall follow those procurement practices that are consistent with the requirements of the Grant Agreement and applicable law.

(f) Project Status Reports and Completion Report; Project Certifications. JEA shall provide quarterly Project Reports to CITY and JAXPORT summarizing current progress, which shall include current financials outstanding invoices and updated timelines. JEA will submit a Project completion report to JAXPORT and CITY within ninety (90) days following final completion of the Project. The report shall contain, at a minimum, the as-built drawings, surveys, and a certification from the engineer and contractor of record that the Project has been constructed in accordance with the Plans. JEA shall provide the report and certifications in writing to JAXPORT and CITY (i) at such time as JEA has raised the Fulton Cut transmission lines to a navigation operational clearance of 205 feet ("Substantial Completion"); and (ii) upon final completion of the Project, meaning the transmissions lines are raised to their required height, replacement towers are constructed, and JEA has formally closed all contracts related to performance of the Work ("Final Completion").

#### **4. Project Funding.**

(a) Generally. The Parties acknowledge and agree that funding of the Total Project Cost amount of \$117,000,000 will be provided by FDOT, CITY, JAXPORT and JEA. The expenditure and timeline of each entity providing funds for the Project is outlined in "Exhibit B."

(b) **State Funds.** Pursuant to the “Public Transportation Grant Agreement,” between FDOT and JAXPORT, dated December 14, 2022 – Contract No. G2F55 (the “FDOT Grant Agreement”), incorporated by reference and made a part of this Agreement as if fully set forth herein, FDOT shall fund the Project in the form of a \$22,500,000 grant payable to JAXPORT on a reimbursement basis (“FDOT Funds”). While not a party to the Grant Agreement, JEA agrees and understands that JEA may be required to adhere to certain conditions and requirements set forth therein, including procurement matters and the terms of agreements JEA enters into with third party contractors on the Project. As a condition of receiving FDOT funds, JAXPORT may be required to certify that the Project contractors are in compliance with certain terms of the Grant Agreement. JAXPORT represents and warrants that, prior to the Effective Date herein, it has informed JEA as to the FDOT requirements it must comply with, and JEA warrants that it understands it must adhere to these obligations under the Grant Agreement for JAXPORT to receive FDOT grant funding for the Project. In addition, JEA agrees to provide JAXPORT with information as needed to establish JEA’s compliance with the Grant Agreement terms. JAXPORT’s receipt of FDOT funding is contingent upon receiving a project status update from JEA with each request for reimbursement. JEA shall not expend FDOT Funds on ineligible or disallowed grant expenditures, as determined by FDOT.

(c) **CITY Funds.**

- (i) **City Grant.** As approved by Ordinance 2025-\_\_\_\_-E, CITY shall provide funding to JAXPORT in the amount of a \$22,500,000 grant and accept and reappropriate \$7,000,000 as a portion of the refund from the Jacksonville Harbor Deepening Project. All funding provided by CITY to JAXPORT shall only be utilized for services associated with the planning, design, equipment and construction of the Project, as detailed in a scope of work and estimated cost proposal provided by JEA, which shall be subject to review and approval by CITY prior to disbursement of the funds by CITY. All planning, design and construction services shall be conducted by design professionals, construction companies and/or equipment and material suppliers licensed or certified to conduct business in the State of Florida and procured in accordance with applicable state law.
- (ii) **City Additional Grant.** In addition, CITY is authorized and will provide a contingent grant of up to \$5,000,000 to JAXPORT to be used exclusively for cost overrun amounts exceeding the Total Project Cost of

\$117,000,000. Any additional cost overruns shall be split 50/50 between JEA and JAXPORT.

(iii) Disbursement Requests. On a no more frequently than monthly basis and no later than fifteen (15) days from the desired date of disbursement, JAXPORT may make disbursement requests to CITY for work performed and paid for by JEA, which request shall include such supporting documentation thereof as reasonably requested by CITY. City funds shall be disbursed as outlined in **Exhibit B**.

(iv) Maximum Indebtedness. The maximum indebtedness of CITY for the City Grant, City Additional Grant and other costs under this Agreement shall be a fixed, monetary amount of up to Thirty- Four Million Five Hundred Thousand and No/100 Dollars (\$34,500,000.00), comprised of the 2023 City Funding previously authorized, the \$7,000,000 of cost savings under the Harbor Deepening Project, and the \$5,000,000 contingency for cost overruns of the Project, all subject to and contingent upon City Council appropriation therefor.

(d) JEA Funds. As by approved by Board Resolution 2025-\_\_\_\_, JEA shall provide funding for the Project in the amount of \$32,500,000, subject to the payment schedule set forth in **Exhibit B**, plus cost overruns as described in Paragraph 3(c).

(e) JAXPORT Funds. As approved by Board Resolution 2025-\_\_\_\_, JAXPORT shall provide funding to the Project in the amount of \$32,500,000, subject to the payment schedule set forth in **Exhibit B**, plus cost overruns as described in Paragraph 3(c).

(f) Prior Expenditures. Any funds previously contributed by the Parties to the Project pursuant to the prior City Agreement and JEA Agreement shall be included in the maximum funding amounts established in this Agreement.

(f) Replacement Funding Sources. To the extent FDOT Funds, CITY Funds and/or JAXPORT Funds become unavailable during this Agreement term, JAXPORT shall promptly notify JEA and within 120 days of such notice, identify alternative or replacement funding sources to pay for the Project as provided herein. If JAXPORT fails to timely identify alternative or replacement funding sources to pay for the Project, JEA shall reserve the right to (1) stop work until JAXPORT identifies such alternative or replacement funding or (2) terminate this Agreement. Any Project change orders resulting from JAXPORT's delay in obtaining alternative or replacement funding shall be the sole financial responsibility of JAXPORT.



**5. Payment and Reimbursement.** The Parties acknowledge and agree that JAXPORT's access to FDOT funding is contingent on prior payment by JEA of the Project expenses. JAXPORT shall fund the Work and all Project costs by timely reimbursing JEA therefor. Accordingly, JEA shall timely pay all Project and Work-related invoices within ten (10) days of submission. Due to CITY funding requirements outlined in Paragraph 4(c), JEA shall notify JAXPORT promptly upon receipt of any Work-related invoices. On a monthly basis, JEA shall provide to JAXPORT any invoices, proof of payment, and a project status update in substantially the same form and format as "**Exhibit C,**" attached hereto, for the prior month. Within 45 days of receipt of the paid invoice, JAXPORT shall pay JEA the full amount due thereunder, drawing upon its funding sources as described in **Exhibit B.** JEA agrees to cooperate with any reporting and invoicing requirements applicable to JEA, as contractor, under the Grant Agreement, with JAXPORT to inform JEA as to any such requirements. JAXPORT shall pay JEA the full amount due for eligible Project costs, subject to JAXPORT's review for compliance with FDOT applicable terms.

**6. Reporting.** In connection with its management and oversight of the Project, JEA shall keep JAXPORT and CITY informed as to the progress of the Work, including by furnishing written status reports to JAXPORT and CITY monthly. JEA will inform JAXPORT and CITY of any progress meetings with its prime contractor, and JAXPORT and CITY, through designated executives or staff, may attend such meetings in person or virtually.

**7. Cooperation.** The Parties recognize that planning and coordination among the Parties will ensure that responsibilities under this Agreement are carried out and accommodated in an efficient and timely manner so that the Project Schedule will not be unnecessarily delayed or compromised. JEA, CITY and JAXPORT shall work cooperatively to ensure the timely, safe and cost-effective completion of the Project which will inure to the benefit of the Parties.

**8. Insurance.** The Parties agree and acknowledge that they are self-insured pursuant to Section 768.28, *Florida Statutes*. JEA shall require its contractors and sub-contractors performing Work on the Project to obtain insurance coverage satisfactory to JEA in its sole discretion. JEA shall require its contractors and sub-contractors to have all insurance required by JEA to be endorsed to the name of JEA, CITY and JAXPORT. Additionally, due to the nature of the Project, prior to the issuance of a notice to proceed to the contractor, JEA will obtain an insurance policy in to be endorsed in the name of JEA, CITY and JAXPORT, to provide coverage for incidents which occur during construction of the Project, provided the cost of such insurance does not cause the aggregate costs to exceed the Total Project Cost. The coverage amount shall be

determined by JEA and the policy will remain in effect through construction and the four years after completion of the Project.

**9. Indemnity.**

(a) JEA shall require that its contractors and sub-contractors hold harmless, indemnify, and defend JEA, CITY and JAXPORT, its members, officers, officials, employees and agents (collectively, the “Indemnified Parties”) from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from the Indemnified Parties related to the Project.

(b) In the event the Project cannot be completed within the time schedule set forth in **Exhibit A** due to a force majeure event, JAXPORT agrees to indemnify and hold JEA harmless from any claims of third parties against JAXPORT for loss, injury or damages arising out of the timing of completion of the Project, including reasonable legal costs incurred in defense of such claims.

**10. Force Majeure.**

(a) No party shall be liable for any default or delay in the performance of its obligations under this Agreement due to an act of God, weather conditions affecting construction methodologies or other event to the extent that: (i) the non-performing party is without fault in causing such default or delay; (ii) such default or delay could not have been prevented by reasonable precautions; and (iii) such default or delay could not have been reasonably circumvented by the non-performing party through the use of alternate sources, work-around plans or other means. Such causes include, but are not limited to: act of civil or military authority (including but not limited to courts or administrative agencies); acts of God; war; terrorist attacks; riot; insurrection; inability of JEA to secure approval, validation or sale of bonds; inability of JEA or the contractor to obtain any required permits, licenses or zoning; blockades; embargoes; sabotage; pandemics; fires; hurricanes, tornados, floods; or strikes.

(b) In the event of any delay resulting from such causes, the time for performance of each of the parties hereunder (including the payment of monies if such event actually prevents payment) shall be extended for a period of time reasonably necessary to overcome the effect of such delay, except as provided for elsewhere in the Contract Documents.

(c) In the event of any delay or nonperformance resulting from such causes, the party affected shall promptly notify the other in writing of the nature, cause,

date of commencement and the anticipated impact of such delay or nonperformance. Such written notice, including Change Orders, shall indicate the extent, if any, to which it is anticipated that any delivery or completion dates will be thereby affected within seven (7) calendar days.

**11. Representations and Warranties.** JEA, CITY and JAXPORT represent, warrant and agree, one to the other as their respective interests may appear, as follows:

(a) JEA is a body politic and corporate under the laws of the State of Florida, CITY is a consolidated municipal corporation and political subdivision of the State of Florida and JAXPORT is a body politic and corporate under the laws of the State of Florida, respectively, and each is duly organized, validly existing and in good standing under the laws of the State of Florida, with full legal right, power and authority to conduct its operations substantially as presently conducted, and to execute, deliver and perform its obligations under this Agreement.

(b) After a duly noticed public meeting of its respective governing body, at which a quorum was present and acting throughout, an ordinance or resolution, as applicable, authorizing the execution and delivery of this Agreement was duly enacted or adopted, as applicable, by the governing body of JEA, CITY or JAXPORT, respectively. Such ordinance or resolution remains in full force and effect as of the Effective Date hereof and has not been revoked or modified in any respect.

(c) This Agreement is a legal, valid, and binding obligation of each of JEA, CITY and JAXPORT, respectively, enforceable against JEA, CITY and JAXPORT, respectively, in accordance with its terms, except as enforceability may be limited by equitable principles, or bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting the enforcement of creditors' rights generally.

(d) The execution and delivery of this Agreement and compliance with the provisions hereof will not conflict with or constitute a breach of or a default under the provisions of the City of Jacksonville Charter, JEA Charter or JAXPORT Charter, respectively, the bylaws of JEA or bylaws of JAXPORT or any existing law, court or administrative regulation, judgment, decree or order, agreement, indenture, or other instrument to which CITY, JEA or JAXPORT, respectively, is a party.

**12. Termination.** Upon the occurrence of a default by a party, the non-defaulting party, at its sole and absolute election, may terminate this Agreement and exercise all rights and remedies it may have at law or in equity. The failure for any party to timely pay its invoices pursuant to Paragraph 5 and reimburse JEA for more than three consecutive months is a default of this Agreement and grounds for termination. In the



event JEA terminates this Agreement, JEA has the authority, in its sole discretion, to determine whether it will stop the Work or complete all or a portion of the Project with its own funds. All Parties shall have 60 days to cure a condition of default from the date of notification.

**13. Notices.** Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgement of delivery, addressed to the party for whom it is intended at the place last specified, except, JEA may provide paid invoices and proof of payment to JAXPORT via email. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

If to JAXPORT:

Nick Primrose  
Chief of Regulatory Compliance  
2831 Talleyrand Avenue  
Jacksonville FL 32206  
[nicholas.primrose@jaxport.com](mailto:nicholas.primrose@jaxport.com)  
Phone: (904) 357-3132

With copies to:

Harry M. Wilson, IV  
Assistant General Counsel  
Office of General Counsel  
117 W. Duval Street, Suite 480  
Jacksonville FL 32202  
[RMWilson@coj.net](mailto:RMWilson@coj.net)  
Phone: (904) 255-7763

If to JEA:

Ricky Erixton  
Chief Electric Systems Officer  
225 N. Pearl Street  
Jacksonville FL 32202  
[ErixRD@jea.com](mailto:ErixRD@jea.com)

Phone: (904) 665-7110

With copies to:

Regina D. Ross, JEA Chief Legal Officer  
Office of General Counsel  
225 N. Pearl Street  
Jacksonville FL 32202  
[rossrd@jea.com](mailto:rossrd@jea.com)  
Phone (904) 665-6844

If to CITY:

Michael Weinstein  
Chief of Staff, Mayor Donna Deegan  
117 W. Duval Street, Ste. 400  
Jacksonville, FL 32202  
[WeinsteinM@coj.net](mailto:WeinsteinM@coj.net)  
(904) 255-5362

With copies to:

John C. Sawyer, Jr.  
Deputy General Counsel  
Office of General Counsel  
117 W. Duval Street, Suite 480  
Jacksonville FL 32202  
[JSawyer@coj.net](mailto:JSawyer@coj.net)  
Phone: (904) 255-5074

A Party may change the recipient or address to which such communications are to be directed by giving written notice to the other Party in the manner provided in this paragraph.

**14. Severability.** If any word, phrase, sentence, part, subsection, section, or other portion of this Agreement, or any application thereof, to any person, or circumstances is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, not having been declared void, unconstitutional, or invalid shall remain in full force, and effect.

**15. Relationship of the Parties.** The Parties' relationship, as established by this Agreement, is solely that of independent contractors. This Agreement does not create any partnership, joint venture, or similar business relationship between the Parties. Neither party is a legal representative of the other party, and neither party can assume or create any obligation, representation, warranty or guarantee, express or implied, on behalf of the other party for any purpose whatsoever.

**16. Incorporation of Exhibits.** The exhibits identified in this Agreement are incorporated herein by reference and made part hereof.

**17. Entire Agreement.** This Agreement contains the entire agreement between the respective parties hereto relating to the subject matter hereof. No statement or representation of the respective parties hereto, their agents or employees, made outside of this Agreement, and not contained herein, shall form any part hereof or bind any respective party hereto. This Agreement shall not be supplemented, amended or modified except by written instrument signed by the respective parties hereto.

**18. Survival.** All representations, warranties, indemnities and other covenants set forth herein shall be deemed continuing in nature and shall survive the expiration or early termination of this Agreement.

**19. Venue; Governing Law.** The parties acknowledge, consent and agree that all legal actions or proceedings arising out of or related to this Agreement shall be initiated in a state or federal court in Duval County, Florida having competent jurisdiction. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

**20. Successors in Interest.** This Agreement shall bind and inure to the benefit of the Parties hereto and their respective heirs, legal representatives and successors. Whenever used, the singular shall include the plural and one gender shall include all genders. Neither Party to this Agreement may assign this Agreement or any interest therein without the prior written consent of the other Parties.

**21. Waiver.** Failure of any Parties to insist on strict performance of any covenant or condition of this Agreement or to exercise any right herein contained shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect.

**22. Future Funding.** This Agreement is limited to the terms expressly set forth herein and shall not be construed to require the Parties to provide funding as otherwise



set forth herein, nor is it intended to prevent the Parties from providing other funds for direct investment in the Project pursuant to a separate instrument.

- (a) Additional funds received by the Parties to offset the cost of the Project shall be applied to reimburse each Party as follows: CITY (50%), JAXPORT (25%) and JEA (25%), except that CITY shall first be reimbursed 100% for any City Additional Grant funds utilized for cost overruns.
- (b) Example 1 – There are no Project cost overruns and additional funding in the amount of \$10,000,000 is secured. CITY receives a \$5,000,000 cost offset. JAXPORT and JEA each receive a \$2,500,000 cost offset.
- (c) Example 2 – There are Project cost overruns and CITY contributes \$5,000,000 of the City Additional Grant. If additional funding in the amount of \$10,000,000 is secured, CITY receives a \$7,500,000 cost offset (\$5,000,000 for the City Additional Grant and \$2,500,000 of the remaining additional funding). JAXPORT and JEA each receive a \$1,250,000 cost offset.
- (d) In the event conditions attached to such additional future funds require a different reimbursement distribution, those conditions shall supersede the above allocations.

**23. Counterparts.** This Agreement may be executed electronically and in one or more counterparts, but all such counterparts, when duly executed, shall constitute one and the same Agreement. Delivery of a signed counterpart by electronic means shall be valid for all purposes.

**24. Addendum.** Any addendum or exhibit attached hereto shall be deemed a part of this Agreement.

**25. Effective Date.** Pursuant to Section 163.01(11), *Florida Statutes*, it will be a condition precedent to the effectiveness of this Agreement that it is filed with the Clerk of the Circuit Court in and for Duval County, Florida. The costs of such filing shall be borne by JEA. As such, upon full execution of the Agreement, JEA shall file a fully executed original of this Agreement with the Clerk and shall return copies of the filed Agreement to the JAXPORT and CITY representative identified in Section 13.

**Exhibit A:** Project Schedule

**Exhibit B:** Payment Schedule

**Exhibit C:** Invoice, Proof of Payment, Project Status Format

**Exhibit D:** Schedule of Values

*[Remainder of page left blank intentionally. Signature pages follow.]*

**IN WITNESS WHEREOF**, the parties, by and through their lawfully authorized representatives, have executed this Agreement on the day and year first above written.

**JEA**

By: \_\_\_\_\_  
Vicky Cavey, Chief Executive Officer

Form Approved (As to JEA)

By: \_\_\_\_\_  
Office of General Counsel

STATE OF FLORIDA        )

COUNTY OF DUVAL        )

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of said \_\_\_\_\_. Such person did not take an oath and: *(notary must check applicable box)*

- ☐ is/are personally known to me.
- ☐ produced a current \_\_\_\_\_ driver's license as identification.
- ☐ produced \_\_\_\_\_ as identification.

{Notary Seal must be affixed}

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Name of Notary (Typed, Printed or Stamped)  
Commission Number (if not legible on seal): \_\_\_\_\_  
My Commission Expires (if not legible on seal)



**JACKSONVILLE PORT AUTHORITY**

By: \_\_\_\_\_  
Eric Green, Chief Executive Officer

Form Approved (As to JAXPORT)

By: \_\_\_\_\_  
Office of General Counsel

STATE OF FLORIDA     )

COUNTY OF DUVAL     )

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of said \_\_\_\_\_. Such person did not take an oath and: *(notary must check applicable box)*

- ☐ is/are personally known to me.
- ☐ produced a current \_\_\_\_\_ driver's license as identification.
- ☐ produced \_\_\_\_\_ as identification.

{Notary Seal must be affixed}

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Name of Notary (Typed, Printed or Stamped)  
Commission Number (if not legible on seal):\_\_\_\_\_  
My Commission Expires (if not legible on seal):\_\_

**Attest:**

**CITY OF JACKSONVILLE**

\_\_\_\_\_  
James R. McCain, Jr.  
Corporation Secretary

By:\_\_\_\_\_  
Donna Deegan, Mayor

Form Approved (As to CITY)

By:\_\_\_\_\_  
Office of General Counsel

STATE OF FLORIDA      )

COUNTY OF DUVAL      )

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Donna Deegan and James R. McCain, Jr., as Mayor and Corporation Secretary, respectively, of the City of Jacksonville. Such person did not take an oath and: *(notary must check applicable box)*

- ☐ is/are personally known to me.
- ☐ produced a current \_\_\_\_\_ driver's license as identification.
- ☐ produced \_\_\_\_\_ as identification.

{Notary Seal must be affixed}

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Name of Notary (Typed, Printed or Stamped)  
Commission Number (if not legible on seal):\_\_\_\_\_  
My Commission Expires (if not legible on seal):\_\_

## **Exhibit A**

### **Project Schedule**

Unless otherwise agreed to by the Parties, JEA agrees to complete the Project in various phases, spanning multiple fiscal years, using its best efforts to adhere to the following schedule:

<b>Fiscal Year</b>	<b>Description of Work</b>
October 1, 2022- September 30, 2023	Procure Engineering Services. Complete 10% Engineering Design. Perform Initial Site Inspection. Begin Permitting Phase.
October 1, 2023- September 30, 2024	Complete 30% Engineering Design. Start Long Leadtime Material Procurement. Begin Re-design of Westernmost Option.
October 1, 2024- September 30, 2025	Complete 60% Engineering Design. Complete 100% Engineering Design. Provide Final GMP. Complete all Permitting. Complete all Long Leadtime Material Purchases. Complete all Real Estate Acquisitions. Mobilize Construction Services. Prepare Site Access. Begin Installation of Foundations.
October 1, 2025- September 30, 2026	Complete Foundation Installation. Begin and Complete Tower Construction. Begin and Complete all Stringing Activities across the river. Pull Cable and Energize Three Westernmost Circuits. Begin Pulling Cables on Circuit 938.
October 1, 2026- September 30, 2027	Complete all Cable Pulling Activities. Energize Three Easternmost Circuits. Achieve Substantial Completion on or before December 31, 2026. Demolish and Remove Existing Towers. Begin and Complete Site Restoration.

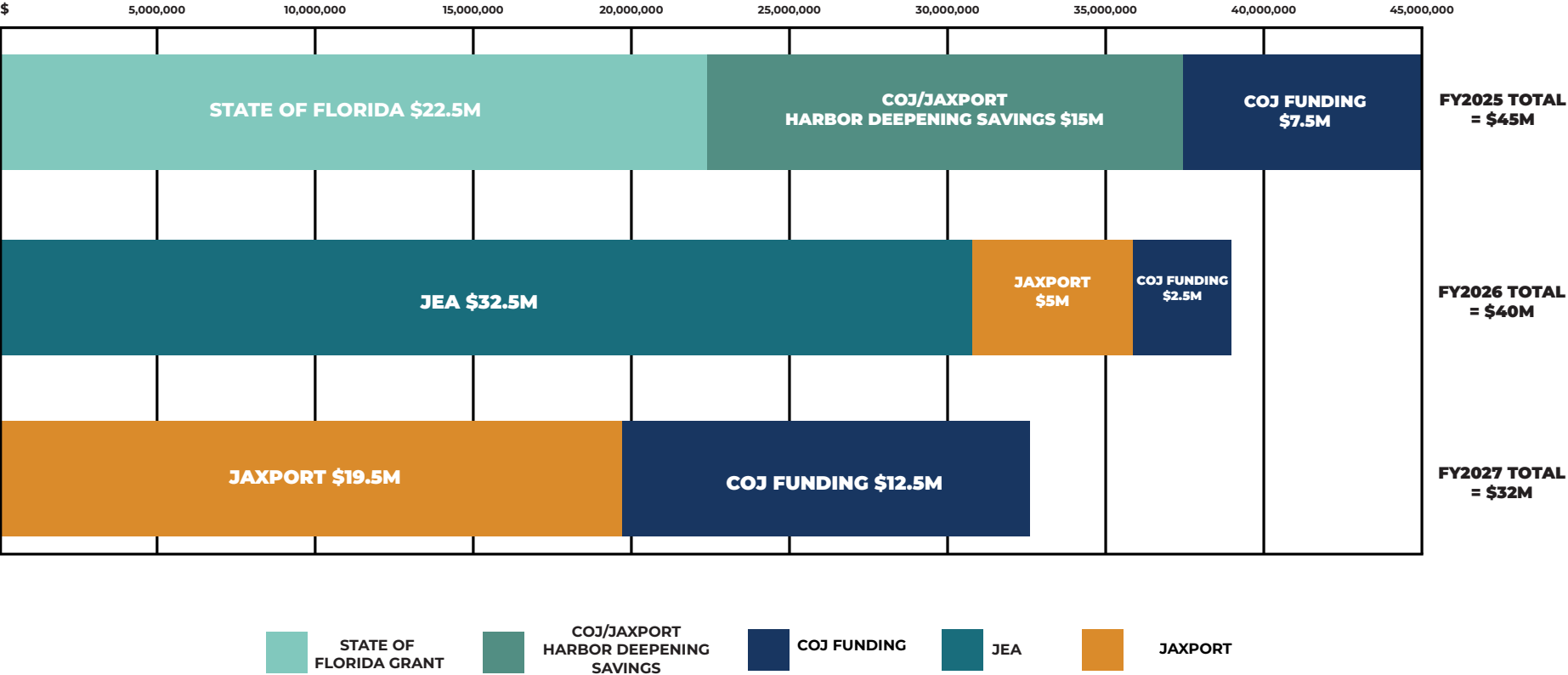


## **Exhibit B**

### **Payment Schedule**

# POWERLINE PROJECT FY2025 - FY2027

## CASH FLOW PROJECTIONS





**EXHIBIT C**  
 STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**SEAPORT GRANT PROGRAM**  
**PROJECT MONITORING STATUS REPORT**

725-085-02  
 SEAPORT  
 05/18

<b>INSTRUCTIONS:</b> Seaport Sponsor (AGENCY) or designated representative to complete this form.		
<b>NOTE:</b> Seaport Sponsor may supplement this form with their own normal project progress report or SeaCIP Progress Report documents.		
<b>SEAPORT NAME:</b> Jacksonville Port Authority	<b>DATES OF REPORTING PERIOD:</b> From _____ To _____	<b>FDOT FINANCIAL PROJECT NO.:</b>
<b>PROJECT DESCRIPTION:</b>		
<b>INVOICE ATTACHED:</b> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	<b>SeaCIP PROGRESS REPORT ATTACHED:</b> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	<b>OTHER PROGRESS REPORT ATTACHED:</b> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
<b>PHOTOS ATTACHED:</b> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	<b>PROJECT NOTICE-TO-PROCEED DATE:</b>	<b>ESTIMATED PROJECT COMPLETION DATE:</b>
<b>TOTAL PROJECT COST (per PTGA):</b>	<b>GRANT FUNDS EXPENDED TO DATE:</b>	<b>GRANT FUNDS REMAINING:</b>
<b>1. PROJECT STATUS / ESTIMATE OF PERCENT COMPLETE:</b>		
<b>2. WORK COMPLETED OR IN PROGRESS THIS PERIOD (use a separate sheet of paper if more space is needed):</b>		
<b>3. WORK ANTICIPATED FOR NEXT PERIOD (use a separate sheet of paper if more space is needed):</b>		
<b>4. PROBLEM AREAS/OTHER COMMENTS (Plan revisions, changes in specifications, delays, difficulties, etc., and actions taken):</b>		
<b>SEAPORT</b>	<b>SEAPORT SPONSOR (AGENCY) OR DESIGNATED REPRESENTATIVE *</b> I certify that the information provided above is true and correct per the terms of the Public Transportation Grant Agreement.	
	<b>DATE:</b>	<b>SIGNATURE:</b>
	<b>PRINTED NAME AND TITLE:</b>	
<small>* Only Seaport Sponsor or Designated Representative may sign this form. A non-Seaport Sponsor employee (e.g., consultant) cannot sign this form.</small>		
<b>FDOT</b>	<b>COMMENTS/NOTES:</b>	
	<b>VERIFICATION DATE:</b>	<b>DISTRICT SEAPORT COORDINATOR PRINTED NAME:</b>
	<b>SITE VISIT:</b> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	<b>DISTRICT SEAPORT COORDINATOR SIGNATURE:</b>

PTGA (Public Transportation Grant Agreement)  
 Distribution: Project File



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**SEAPORT GRANT PROGRAM**  
**PROJECT MONITORING STATUS REPORT**

725-085-02  
 SEAPORT  
 05/18

<b>INSTRUCTIONS:</b> Seaport Sponsor (AGENCY) or designated representative to complete this form.		
<b>NOTE:</b> Seaport Sponsor may supplement this form with their own normal project progress report or SeaCIP Progress Report documents.		
<b>SEAPORT NAME:</b> Jacksonville Port Authority	<b>DATES OF REPORTING PERIOD:</b> From _____ To _____	<b>FDOT FINANCIAL PROJECT NO.:</b>
<b>PROJECT DESCRIPTION:</b>		
<b>INVOICE ATTACHED:</b> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	<b>SeaCIP PROGRESS REPORT ATTACHED:</b> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	<b>OTHER PROGRESS REPORT ATTACHED:</b> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
<b>PHOTOS ATTACHED:</b> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	<b>PROJECT NOTICE-TO-PROCEED DATE:</b>	<b>ESTIMATED PROJECT COMPLETION DATE:</b>
<b>TOTAL PROJECT COST (per PTGA):</b>	<b>GRANT FUNDS EXPENDED TO DATE:</b>	<b>GRANT FUNDS REMAINING:</b>
1. PROJECT STATUS / ESTIMATE OF PERCENT COMPLETE:		
2. WORK COMPLETED OR IN PROGRESS THIS PERIOD (use a separate sheet of paper if more space is needed):		
3. WORK ANTICIPATED FOR NEXT PERIOD (use a separate sheet of paper if more space is needed):		
4. PROBLEM AREAS/OTHER COMMENTS (Plan revisions, changes in specifications, delays, difficulties, etc., and actions taken): None		
<b>SEAPORT</b>	<b>SEAPORT SPONSOR (AGENCY) OR DESIGNATED REPRESENTATIVE *</b> I certify that the information provided above is true and correct per the terms of the Public Transportation Grant Agreement.	
	<b>DATE:</b>	<b>PRINTED NAME AND TITLE:</b>
	<b>SIGNATURE:</b>	
* Only Seaport Sponsor or Designated Representative may sign this form. A non-Seaport Sponsor employee (e.g., consultant) cannot sign this form.		
<b>FDOT</b>	<b>COMMENTS/NOTES:</b>	
	<b>VERIFICATION DATE:</b>	<b>SITE VISIT:</b> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
	<b>DISTRICT SEAPORT COORDINATOR PRINTED NAME:</b>	
<b>DISTRICT SEAPORT COORDINATOR SIGNATURE:</b>		

PTGA (Public Transportation Grant Agreement)  
 Distribution: Project File



## Exhibit D

SCHEDULE OF VALUES  
ALTERNATE PLAN - February 11, 2025  
JEA FULTON CUT CROSSING RECONFIGURATION

Description	JEA Total
<b>Mobilization / Administration</b>	\$6,506,226.07
<b>Engineering Support</b>	\$1,635,045.00
<b>Foundation Construction</b>	\$21,789,739.02
<b>Access &amp; Matting</b>	\$20,216,778.15
<b>Transmission Construction</b>	\$39,144,136.99
<b>SUB-TOTAL</b>	<b>\$89,291,925.23</b>
<b>Performance and Payment Bond</b>	\$608,026.00
<b>TOTAL GMP AMOUNT</b>	<b>\$89,899,951.23</b>
<b>Owner Provided</b>	\$25,103,719.36
<b>Existing POs and Costs</b>	\$1,996,329.41
<b>TOTAL PROJECT COST</b>	<b>\$117,000,000.00</b>

SCHEDULE OF VALUES  
ALTERNATE PLAN January 31, 2025  
JEA FULTON CUT CROSSING RECONFIGURATION

Description	Quantity	UoM	Unit Price	QISG Total	JEA Total
<b>Mobilization / Administration</b>				\$6,506,226.07	\$6,506,226.07
Project Supervision & Administration	1	LS	\$2,463,387.00	\$2,463,387.00	\$2,463,387.00
Mobilization / Demobilization	1	LS	\$1,747,839.07	\$1,747,839.07	\$1,747,839.07
Barge Activities	1	LS	\$882,000.00	\$882,000.00	\$882,000.00
Risk Contingency	1	LS	\$1,413,000.00	\$1,413,000.00	\$1,413,000.00
<b>Engineering Support</b>				\$1,635,045.00	\$1,635,045.00
Geotechnical	1	LS	\$86,530.00	\$86,530.00	\$86,530.00
Permitting (Heavy Haul & MOT)	1	LS	\$32,245.00	\$32,245.00	\$32,245.00
Construction Support	1	LS	\$781,270.00	\$781,270.00	\$781,270.00
Surveying	1	LS	\$432,050.00	\$432,050.00	\$432,050.00
As-Builts	1	LS	\$302,950.00	\$302,950.00	\$302,950.00
<b>Foundation Construction</b>				\$21,789,739.02	\$21,789,739.02
Blount Island	1	LS	\$10,328,832.87	\$10,328,832.87	\$10,328,832.87
Reed Island	1	LS	\$11,460,906.15	\$11,460,906.15	\$11,460,906.15
<b>Access &amp; Matting</b>				\$20,216,778.15	\$20,216,778.15
BMP Installation, Maintance, Removal	1	LS	\$803,509.91	\$803,509.91	\$803,509.91
Fence Demo	1	LS	\$8,941.02	\$8,941.02	\$8,941.02
Clearing	1	LS	\$41,455.36	\$41,455.36	\$41,455.36
Spoils maintenance crew	5	MO	\$53,648.11	\$268,240.55	\$268,240.55
Upgrade Access Roads - Grade/Base	8,908	LF	\$71.15	\$633,804.20	\$633,804.20
Grading - South Bank (STR 70/10/15)	2,976	CY	\$9.15	\$27,230.40	\$27,230.40
Access Matting	19,109	EA	\$830.57	\$15,871,362.13	\$15,871,362.13
Site Improvements	1	LS	\$815,398.18	\$815,398.18	\$815,398.18
Riprap	3,816	CY	\$379.15	\$1,446,836.40	\$1,446,836.40
Neighborhood Access	1	EA	\$300,000.00	\$300,000.00	\$300,000.00
<b>Transmission Construction</b>				\$39,144,136.99	\$39,144,136.99
Material Management	1	LS	\$5,911,552.75	\$5,911,552.75	\$5,911,552.75
Monopole Assembly/Erection	1	LS	\$3,251,423.06	\$3,251,423.06	\$3,251,423.06
Pyramax Assembly/Erection	1	LS	\$12,846,034.95	\$12,846,034.95	\$12,846,034.95
Conductor Install	1	LS	\$7,100,173.77	\$7,100,173.77	\$7,100,173.77
Conductor Removal	1	LS	\$4,000,164.47	\$4,000,164.47	\$4,000,164.47
Tower Removal	1	LS	\$5,103,010.72	\$5,103,010.72	\$5,103,010.72
Distribution Install/Removal	1	LS	\$931,777.27	\$931,777.27	\$931,777.27
<b>SUB-TOTAL</b>				<b>\$89,291,925.23</b>	<b>\$89,291,925.23</b>
<b>Performance and Payment Bond</b>	1	LS	\$608,026.00	\$608,026.00	\$608,026.00

<b>TOTAL GMP AMOUNT</b>	<b>\$89,899,951.23</b>	<b>\$89,899,951.23</b>
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<b>Owner Provided</b>				\$21,601,960.39	\$22,638,581.36
Environmental	1	LS	\$500,000.00	\$500,000.00	\$500,000.00
Structure Procurement	1	LS	\$17,594,843.00	\$17,594,843.00	\$17,594,843.00
JEA Risk	1	LS	\$3,507,117.39	\$3,507,117.39	\$3,507,117.39
JEA PM and RES Costs	1	LS	\$186,620.97		\$186,620.97
Project Insurance*	1	LS	\$500,000.00		\$500,000.00
Owners Engineer through Construction	1	LS	\$350,000.00		\$350,000.00
<b>Owner Provided Material Assemblies</b>	1	LS		\$2,899,000.00	\$2,465,138.00
Conductor	1	LS	\$1,213,775.00	\$1,213,775.00	\$1,213,775.00
Conductor Contingency	1	LS	\$303,443.75	\$303,443.75	\$0.00
FAA Lighting	1	LS	\$124,823.00	\$124,823.00	\$124,823.00
FAA Lighting Contingency	1	LS	\$31,205.75	\$31,205.75	\$0.00
OPGW	1	LS	\$184,000.00	\$184,000.00	\$184,000.00
OPGW Contingency	1	LS	\$46,000.00	\$46,000.00	\$27,600.00
Bulk Materials	1	LS	\$795,600.00	\$795,600.00	\$795,600.00
Bulk Material Contingency	1	LS	\$198,900.00	\$198,900.00	\$119,340.00
<b>Existing POs and Costs</b>					\$1,996,329.41
QISG Design (Existing Contract)	1	LS	\$1,696,036.41		\$1,696,036.41
Owners Engineer through GMP	1	LS	\$300,293.00		\$300,293.00

<b>TOTAL PROJECT COST</b>	<b>\$114,400,911.62</b>	<b>\$117,000,000.00</b>
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\*Insurance quote not available as of  
01/31/24.

## JEA Board Agenda

**MEMORANDUM****Combined Cycle Update**

Board Meeting Date: February 25, 2025

Outcome:



INFORMATION ONLY



ACTION



FUTURE BOARD CONSIDERATION

If Action, Provide a Recommended Motion:

N/A

Consent Agenda Item:



Yes



No

Presenter:

Ricky Erixton, Chief Electric Systems Officer

Chief:

Ricky Erixton, Chief Electric Systems Officer

Strategic Focus Area:



DEVELOPING AN UNBEATABLE TEAM



DELIVERING BUSINESS EXCELLENCE



EARNING CUSTOMER LOYALTY

Background Information &amp; Analysis:

The JEA 2023 Integrated Resource Plan (IRP) identified the need for a new Combined Cycle Unit by 2030 to meet long-term energy needs. The main objective of this agenda item is to update the Capital Projects Committee on the significant activities and milestones related to the plans for meeting the identified needs.

To address long-term energy supply, JEA began a market test solicitation to obtain viable proposals. In tandem, JEA is developing a self-build comparable option and initiated a power island solicitation to determine the best equipment (combustion turbine, steam turbine, and heat recovery steam generator) to competitively establish a project for evaluation.

JEA completed a Carbon Capture and Storage study to determine siting requirements and feasibility of said alternative to meet Green House Gas (GHG) rules. The Market test solicitation includes various transaction types for evaluation. The power island bids are under evaluation. To provide the independent evaluator the necessary information for an equitable evaluation of alternatives, a time extension is being provided to align best and final offers, and price escalation methodologies for the self-build and market test bids. A presentation to review and seek Board approval of a project option after the Market test is completed, is now planned for August 2025.

Current Capital planning level cost does not include GHG rules compliance.

Financial Impact:

\$825M without Green House Gas rules

Committee/Board Meeting/Workshop &amp; Date Presented:

JEA Board Meeting - March 26, 2024; CPC Meeting August 12, 2024 &amp; November 7, 2024

Appendix:

N/A

## JEA Board Agenda

**MEMORANDUM****Major Capital Projects List Update**

Board Meeting Date: February 21, 2024

Outcome:



INFORMATION ONLY



ACTION



FUTURE BOARD CONSIDERATION

If Action, Provide a Recommended Motion:

N/A

Consent Agenda Item:



Yes



No

Presenter:

Ricky Erixton, Chief Electric Systems Officer

Chief:

Ricky Erixton, Chief Electric Systems Officer

Strategic Focus Area:



DEVELOPING AN UNBEATABLE TEAM



DELIVERING BUSINESS EXCELLENCE



EARNING CUSTOMER LOYALTY

Background Information &amp; Analysis:

The JEA Capital Improvement Plan (CIP) includes over 450 water system and 400 electric system projects.

The three main categories of projects are Growth, Renewal & Replacement and Regulatory. Staff is providing a list of active projects with an Overall Project Budget greater than \$25M along with the current project status. There are 36 projects on the list with 22 projecting over \$50M in capital costs. Several of these projects have come to the Capital Projects Committee for information and/or action. Please refer to the Capital project list for additional details.

Financial Impact:

Electric \$1.25B and Water \$2.57B

Committee/Board Meeting/Workshop &amp; Date Presented:

August 12, 2024 &amp; November 7, 2024 Capital Projects Committee

Appendix:

Major Capital Projects List



## Major Capital Projects

### Projects with Overall Project Budget (OPB) ≥ \$50 Million

Index No.	Project Status	Project Description	Total Proj. Expenses through FY25	FY26 Forecast	FY27 Forecast	FY28 Forecast	Forecasted OPB Estimate	Service
084-11	Schematic Design	Advanced Class 1X1 Combined Cycle Addition	789,580	\$27,000,000	\$174,000,000	\$333,000,000	825,300,000	Electric
711-26	Construction	Buckman WRF - Biosolids Conversion - Process Facility with Dual Dryers	74,230,044	\$93,457,348	\$58,694,530	\$28,404,502	301,592,643	Water
103-04	Schematic Design	Blacks Ford WRF - Expansion from 6 to 12 MGD	10,001,549	\$71,720,472	\$81,133,490	\$76,283,880	247,795,239	Water
151-03W	Schematic Design	SWDE - Cedar Bay Purification Facility	369,085	\$250,000	\$250,000	\$250,000	235,154,443	Water
135-18W	Schematic Design	SWDE - Arlington East Purification Facility	354,863	\$2,000,000	\$9,100,000	\$4,500,000	193,123,966	Water
135-19	Schematic Design	Arlington East WRF – Reclaimed Water and Disinfection System Upgrades	2,059,835	\$16,819,408	\$58,009,944	\$81,327,569	186,784,130	Water
268-W3	Construction	Greenland WRF - 4.0 MGD	144,265,645	\$0	\$0	\$0	147,947,184	Water
150-11	Construction	Southwest WRF - Expansion to 16 MGD	113,642,604	\$383,560	\$0	\$0	136,292,411	Water
870-08	Construction	Nassau Regional WRF - Expansion to 3 MGD	119,121,797	\$5,449,734	\$0	\$0	130,320,195	Water
139-02	Schematic Design	Northwest WRF - 2.0 MGD	310,901	\$12,923,742	\$33,552,854	\$54,060,805	120,000,000	Water
135-11	Final Design	Arlington East WRF Upgrades - Influent Structure	4,673,291	\$11,078,542	\$34,523,377	\$43,915,864	110,609,325	Water
789-107	Delayed	DLY - North Jacksonville Area 138kV Transmission Loop	7,175	\$0	\$1,810,999	\$47,383,246	93,133,828	Electric
135-185	Planned	SWDE - Arlington East Purification Facility - Deep Injection Disposal Wells	-	\$110,000	\$2,100,000	\$1,100,000	90,881,866	Water
150-17	Planned	Southwest WRF - Expansion 16 to 18 MGD	-	\$0	\$0	\$438,665	90,000,000	Water
825-13	Construction	Water Purification Demonstration Facility	37,300,314	\$1,753,117	\$0	\$0	76,152,073	Water
789-176	Planned	Brandy Branch to Dinsmore 230 kV Transmission Line	-	\$0	\$3,000,000	\$14,000,000	73,000,000	Electric
151-035	Planned	SWDE - Cedar Bay Purification Facility - Deep Injection Disposal Wells	-	\$0	\$0	\$150,000	62,552,382	Water
102-37	Construction	SIPS - Greenland - Southside Blvd - Deerwood 3 to Greenland - W	45,559,144	\$7,799,933	\$0	\$0	61,564,062	Water
789-180	Planned	Greenland to CR-210 (FPL Valley) 230 kV Transmission Tie Line	-	\$0	\$10,000,000	\$10,000,000	54,000,000	Electric
789-106	Planned	New World Sub to Villages North sub-New 230kV Transmission	-	\$300,000	\$500,000	\$4,000,000	50,000,000	Electric
736-08	Program	Water Meters - AMI Conversion	24,904,108	15,821,978	15,589,386	4,172,301	79,130,183	Water
789-157	Construction	138kV / 230kV Fulton Cut Replacement	-	-	-	\$0	32,500,000	Electric

### Projects with Overall Project Budget (OPB) \$25 Million to < \$50 Million

Index No.	Project Status	Project Description	Total Proj. Expenses through FY25	FY26 Forecast	FY27 Forecast	FY28 Forecast	Forecasted OPB Estimate	Service
711-54	Final Design	Buckman WRF - Biosolids RAW Sludge Holding Tank Restoration	2,007,410	\$16,648,996	\$15,293,390	\$4,825,358	41,865,021	Water
131-04A	Construction	Monterey WRF Improvements - Phase 2	4,906,451	\$17,938,281	\$6,400,300	\$169,860	39,745,563	Water
102-34	Construction	SIPS - Deerwood - Southside Blvd Intertie to Deerwood III WTP - New	36,960,980	\$0	\$0	\$0	38,163,550	Water
146-07	Final Design	Ponte Vedra WRF - Expansion	1,297,904	\$560,416	\$11,062,392	\$16,318,830	35,143,990	Water
711-44	Construction	Buckman WRF - Aeration Basin Air Header and Diffuser Replacement	2,071,997	\$7,129,361	\$7,131,129	\$7,838,669	32,860,263	Water
789-140	Planned	GEC to Mayo 230kV Circuit 950 Addition	-	\$6,000,000	\$11,000,000	\$15,000,000	32,400,000	Electric
789-178	Planned	Brandy Branch to Normandy 230 kV Transmission Line	-	\$0	\$7,000,000	\$12,000,000	32,000,000	Electric
127-03	Schematic Design	Westlake WTP - Expansion from 3.0 to 7.0 MGD	24,660	\$2,081,371	\$1,984,940	\$10,951,915	30,839,212	Water
789-144	Construction	RES - North Jacksonville Transmission Corridor Acquisition	2,512,201	\$7,015,438	\$5,538,356	\$0	29,987,037	Electric
825-18	Schematic Design	North Grid THM Mitigation Project	572,989	\$1,200,000	\$5,000,000	\$17,000,000	28,081,501	Water
207-16	Construction	Facilities - JEA Headquarters	27,327,816	\$0	\$0	\$0	27,561,962	Electric
743-01	Planned	SJRPP WTP - New 2 MGD Plant	-	\$0	\$0	\$300,000	26,200,000	Water
102-36	Planned	SIPS - Ridenour - Cortez to Ridenour WTP - New - W	-	\$0	\$0	\$2,161,503	25,371,933	Water
711-55	Final Design	Buckman WRF - Biosolids Facility Rehabilitation	2,906,925	\$2,762,379	\$0	\$0	5,669,304	Water

<b>Legend</b>
Project Substantially Completed
Capital Projects Committee Agenda Item (Past and/or Present)
Future Agenda Item
New Item to CPC list